

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 23, 2025 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Pride Month

3. PRESENTATIONS:

A. Recognize K9 Officer Joe Heuser and K9 Nick

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. None

B. PURCHASING ITEMS:

1. **Purchase request for one (1) Aluminum Biosolids Trailer for the amount of \$77,423.00 from Mac Trailer Manufacturing, Inc., contract holder for Sourcewell contract # 092922-MCT.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with GSB Construction & Development, Inc. for the construction of the Venetian Cove Marina Facility; and providing an effective date.**
3. **Ratification request of the purchase and installation of two (2) new 12.5-ton Honeywell HVAC units and one (1) air handler for the Leesburg Police Department's first floor. Due to the urgent need to restore climate control within the facility, the equipment was procured from Garden City Westbrook Holdco, LLC, for the amount of \$117,463.51.**
4. **Ratification request of the emergency purchase and installation of one (1) 12.5-ton Carrier HVAC unit and one (1) 15-ton Trane split system for the Leesburg Resource Center. Due to the urgent need to restore climate control within the facility and maintain essential community services, the replacement equipment was procured from Garden City Westbrook Holdco, LLC, for the amount of \$137,655.48.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Fire Department to apply for, and if awarded, accept the Firehouse Subs Public Safety Grant, for an amount not to exceed \$45,000, for the purchase of rescue and extrication equipment; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Salvador Salazar Rosado, joined by Raudel Torres; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a Revised Highway Maintenance Agreement with FDOT for maintenance of US 441 and US 27 right of way in Leesburg; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Burgland LH Sleepy Hollow LLC., regarding electric service to a development known as Sunnyside**

Reserve; and providing an effective date.

5. **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 Cedar Landings LP, regarding natural gas service to the development known as Blue Cedar Phase 2; 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 a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) to participate in the Non-Motorized Traffic Monitoring Program in order to collect and maintain statistically valid bicycle and pedestrian volume on the Lee-Wild Trail; and provide an effective date.**
7. **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 Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch - Spine Road Main; and providing an effective date.**
8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pods 3 & 4; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 8.77 +/- acres; and being generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, 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. (Venice at Lake Harris ANNEX)**

- 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 8.77 +/- acres from Lake County Urban Low to City of Leesburg Low Density Residential, for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SSCP)**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.77 +/- acres from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and attached single family residential uses for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SPUD)**
- 4. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 39.05 +/- acres; and being generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar Key II/Grace Groves ANNEX)**
- 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 39.05 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II SSCP)**
- 6. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 39.05 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II PUD)**

7. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.81 +/- acres; and being generally located west of Richey Road and south of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Richey Road Storage ANNX)**
8. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 0.81 +/- acres from Lake County Urban Medium to City of Leesburg General Commercial, for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road Storage SSCP)**
9. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.81 +/- acres from Lake County R-6 (Urban Residential) to City of Leesburg C-3 (Highway Commercial) to allow for commercial uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road RZ)**
10. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning on approximately 0.81 +/- acres to allow for outdoor storage uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road PDO)**
11. **An Ordinance of the City of Leesburg, Florida amending the City's Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; providing**

that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta 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 real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta LSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 196.07 +/- acres from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences, for a property generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta PUD)**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of April 2025

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES

DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: June 23, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request for one (1) Aluminum Biosolids Trailer for the amount of \$77,423.00 from Mac Trailer Manufacturing, Inc., contract holder for Sourcewell contract # 092922-MCT.

Staff Recommendation:

Staff recommends awarding approval for the purchase of one (1) aluminum biosolids trailer for the Department of Public Works, Wastewater Division, in the amount of \$77,423.00. This purchase is necessary to accommodate increased biosolids processing capacity.

Analysis:

The purpose of this purchase is to acquire one (1) aluminum biosolids trailer to support the transportation of biosolids from the Turnpike Wastewater Treatment Plant (WWTP). A second belt press is being installed to enhance biosolids processing capacity, and the new trailer will be dedicated to transporting the biosolids generated by this additional equipment.

Procurement Analysis:

The City is utilizing an existing cooperative purchasing agreement (piggyback) through Sourcewell, Contract #092922-MCT, to procure one (1) aluminum biosolids trailer. In accordance with the terms of the Sourcewell contract, staff obtained a quote from MAC Trailer Manufacturing, Inc.

Options:

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

Fiscal Impact:

The current Wastewater Capital Projects budget includes funding for this purchase.

Account No.	044-4099-535-6410
Project No.	440003
WF No.	1644784/1
Requisition	57613
Budget	\$77,423.00
Available	\$77,423.00

**MAC WASTE TRAILER, INC**

2360 W. MAIN ST.

ALLIANCE, OH 44601

Phone: (234) 214-6420

Website: WWW.MACTRAILER.COM

This offer is valid until the printed expiration date, and is subject to change at Manufacturer discretion based on market conditions.

FRAME TYPE ALUMINUM HALF ROUND			Quote ID # 100293	JOB #	Rev 6
Customer	CITY OF LEESBURG, FLORIDA		Balance Due	\$77,423.00	
Dealer Name	NATIONWIDE HAUL, LLC		Cubic Yards	36	
Quote Date	1/29/25	Quote Expires	2/28/25	Oty	1
			Weight	11047 lbs. ***	

Dealer Salesman DAVID EDWARDS

Model Code EE

Plant of Mfg W

Cust P.O. # SOURCEWELL #43371

Cust Unit #

SOURCEWELL CONTRACT #092922-MCT

BODY

LOAD PROFILE	MATERIAL, 80K GVWR
REF. SN 54384	
LENGTH	30
WIDTH	96 IN. BODY WITH 102 IN. FRAME AND SKIRTS
NECK STYLE	9.125 I.O. IN. HEIGHT
FLOOR LINER	AMERICAN MADE UHMW 1/4 X 60 (NO WARRANTY)
ADDITIONAL ROW OF BOLTS ON LINER	
BODY HOLD DOWN	NONE
VIBRATOR	NONE
RUBBER SEAL	YES
REAR HINGE PIN	STANDARD
AIR FAIRINGS	NONE
WALL HEIGHT	60
TOP RAIL OPTION	SOLID
REAR POCKET SLOPE	0
HOIST	8-5-235 - CUSTOM
REMOTE GREASE	NONE
BULKHEAD LADDER	NONE
SHOVEL HANGER	NONE
FRONT FENDERS WITH FLAPS	NONE
ALUMINUM ROLL CAP	8 IN. RISE ROLL
FENDERS	WELD-ON, OVER SUSP
FLOOR / SIDES	1/4 IN. FLOOR, 3/16 IN. SIDES
SIDE STEPS / LADDER	LADDER OUTSIDE D.S.
INSIDE STEPS	NONE
BULKHEAD LINER	NONE
REAR END STYLE	SQUARED-OFF

LIGHTS

LIGHT TYPE	GROTE L.E.D. W/ GROMMET
LIGHT PANEL	3 LARGE-3 SMALL-3 LARGE (FULL LIGHT PANEL) OOO ooo OOO
APRON	1/4 IN. X 6 IN. LIGHT APRON
STD. MARKER LIGHTS	(3) EACH SIDE
MID-TURNS	(1) PAIR L.E.D. BOXED IN
BACK-UP LIGHTS	NONE
AUXILIARY CABLE	NONE
BACK-UP LIGHT WIRE	NONE

GATE

GATE SHEET THICKNESS	3/16 IN. SHEET & POST
GATE OPERATION	BALL VALVE

HINGE TYPE	OVERSLUNG ONLY
COAL DOOR	NONE
CHUTE	NONE
GATE BRACING	(3) PANEL
SPREADER CHAINS	NONE
WINDERS / SAFETY LATCH	WINDERS (1) EACH SIDE & (2) BOTTOM
TARP HOOKS	GATE ONLY

PRIMARY AXLES

MODEL	CLOSED TANDEM
NO. OF PRIMARY AXLES	2
SUSPENSION	HEND. INTRAAX AAT-30K W/ HXL-5
AXLE SPACING	52
AXLES	AXLE FOR INTRAAX ONLY
BRAKES	7 IN. XL, W/ 30-30 CHAMBERS
CAM GUARDS	HEND. INTRAAX
HUB AND DRUM	CAST W/ DURALITE HUB HP OB 10 STUD TP, LS, 7 IN.
TIRES	GENERAL RA 11 R 22.5 16 PLY
WHEELS	STEEL HP 22.5X8.25 - WHITE POWDER COATED
PRIMARY AXLE TIRE INFLATION SYSTEM	NONE

LIFT AXLES

NO. OF LIFT AXLES	0
LIFT AXLE SUSPENSION	NONE
LIFT KIT	NONE
LIFT AXLE DISTANCE	N/A
LIFT AXLE	NONE
LIFT AXLE BRAKES	NONE
LIFT AXLE CAM GUARDS	NONE
LIFT AXLE HUB AND DRUM	NONE
LIFT AXLE TIRES	NONE
LIFT AXLE WHEELS	NONE
LIFT AXLE CONTROLS	NONE
FREE WHEEL VALVE	NONE
LIFT AXLE TIRE INFLATION SYSTEM	NONE

STEERABLE LIFT AXLES

NO. OF STEERABLE AXLES	0
STEERABLE AXLE SUSPENSION	NONE
STEERABLE AXLE DISTANCE	N/A
STEERABLE AXLES	NONE
STEERABLE AXLE BRAKES	NONE
STEERABLE AXLE HUB AND DRUMS	NONE
STEERABLE AXLE TIRES	NONE
STEERABLE AXLE WHEELS	NONE
STEERABLE AXLE CONTROLS	NONE

CHASSIS

FRAME RAILS	17 IN. ALUMINUM BEAMS
RUBBER CUSHION RIDE	YES
NO. OF INCHES FOR GOOSENECK	NO GOOSENECK, 9.25 I.O. IN. HEIGHT
LID FOR GOOSENECK	NONE
PIN SETTING	18
5TH WHEEL PLATE	3/8
5TH WHEEL PLATE HEIGHT	49 IN. HIGH
KING PIN	.375 KING PIN ONLY
NO. OF INCHES FOR REAR OVERHANG	6
TRACTOR DRIVE MODEL	TANDEM DRIVE
GALVANIZED SUSPENSION HANGERS	YES
HOIST & MOUNT STYLE	3 IN. X 6 IN. X 3/8 IN.
SUSPENSION CONTROL	BALL VALVE
ABS FOR TRAILER	(1) 4S2M MERITOR / WABCO

SLACKS	AUTOMATIC
AXLE LUBRICATION	HXL, SYNTHETIC SEMI-FLUID GREASE
HUBODOMETER	NONE
DUST COVERS	YES
TIRE CARRIER(S)	NONE
DOLLIES - LANDING GEAR - LANDING LEGS	JOST AX-150 - (55,000 LB.) - 10 YEAR ALUMINUM - D.S.
SHIMS	MYLAR
REGISTRATION HOLDER	NONE
REGISTRATION HOLDER LOCATION	N/A
AIR GAUGE / SYSTEM	NONE
ENCLOSURE FOR SWITCHES	NONE
AIR TANKS	ALUMINUM TANK
HYDRAULIC HOSE FITTING	1 IN. X 108 IN. HOSE W/ WING FITTING
FLAPS FRONT OF TIRES	FLAP IN FRONT OF FRONT AXLE
FLAPS REAR OF TIRES	FLAP BEHIND REAR AXLE
FRAME POCKET	NONE
TOW HOOKS	NONE
BUMPER	NONE

TARP

TARP MANUFACTURER	AERO KWIK LOCK - VINYL
TARP CONFIGURATION	NONE
TARP CONTROL	MANUAL
TARP COLOR	BLACK
BOW HOLDERS	STANDARD
	STANDARD 9" RISE BOWS
TARP BRACKET	NONE
MOTOR	NONE

PAINT

HANGERS	GALVANIZED
SUSPENSION COLOR	BLACK SOFT COAT
DOLLIES	BLACK (931716)
HOIST COLOR	BLACK (931716)
5TH WHEEL PLATE COLOR	BLACK (931716)
PIN STRIPING	BLACK (931716)
MAC MACHINE FINISH LOGOS	BLACK (931716)
OPTIONAL SIGNS	NONE

ACCESSORIES

LOAD LEVEL INDICATOR	NONE
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Due to potential material cost increases, delivered unit pricing will be finalized 90 days prior to start of production.

Quote # 100293

Job #

Pricing is in U.S. Currency

UNIT PRICE	\$74,453.00
FET	\$0.00
Sales Tax	\$0.00
SUB TOTAL	\$74,453.00
Freight	\$2,970.00
FOB MfgLoc Total	\$77,423.00
Trade In Allowance	\$0.00
Down Payment	\$0.00
BALANCE DUE	\$77,423.00

Thank you for your business

ORDER CANCELLATION POLICY

Orders configured with common published and non-published options will not be subject to a cancellation penalty when the Manufacturer receives the request for cancellation 12 or more weeks prior to the scheduled production date. All cancellation requests received within 12 weeks but no less than 8 weeks of the scheduled production start date must be approved by the Product Manager for the specified product line and will be subject to a \$2500.00 cancellation fee. Cancellation requests within 8 weeks of the scheduled production start date will not be accepted.

*** denotes a weight for reference only. Trailer weight will be provided with the engineering design approval packet.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: June 23, 2025

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 GSB Construction & Development, Inc. for the construction of the Venetian Cove Marina Facility; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 2501301 to GSB Construction & Development, Inc. and approval of the Resolution authorizing the Construction Services Agreement.

Analysis:

The Venetian Cove Marina serves as a community gathering space for various events. Due to years of usage, this popular facility requires rehabilitation. The project involves constructing a new facility at the marina that will benefit the community for many years to come. Construction will follow the plans and specifications provided by the City.

Procurement Analysis:

On March 31, 2025, the Procurement Division issued Invitation for Bid 2501301, Construction of Venetian Cove Marina Facility. On May 29, 2025, the City received three (3) bids, of which one was deemed non-responsive. Recreation Department staff reviewed the bids for conformance with the solicitation requirements and deemed GSB Construction & Development as the most qualified vendor.

Bid tabulation

BIDDER'S NAME AND ADDRESS	LUMP SUM BID AMOUNT
Diamond Architectural Glass 115 Baywood Ave Longwood Florida 32750	Non-Responsive
GSB Construction & Development, Inc. 3609 Parkway Blvd Leesburg FL 34748	\$1,093,125.00
HGR Construction Inc. 499 Montgomery Place Altamonte Springs Florida 32714	\$2,014,333.00

Options:

1. Approve award of IFB 2501301 and approval of the resolution authorizing execution of the agreement with GSB Construction & Development, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current remaining Marina Project (facility and additional dock slips) budget is \$1,777,787. After the facility costs of \$1,093,125 there will be approximately \$685,000 remaining for the additional dock slips.

The City did find out that the State Legislator approved the City's Marina Legislative Funding Grant of \$250,000. The next step is for the Governor to approve. If awarded this would increase the additional dock slips budget to approximately \$935,000.

Account No.	<u>031-8125-572-6210</u>
Project No.	<u>310081</u>
WF No.	<u>1454563</u>
Requisition	<u>57128</u>
Budget	\$2,000,000.00
Available	\$1,777,787.47

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 GSB CONSTRUCTION &
DEVELOPMENT, INC. FOR THE CONSTRUCTION OF THE VENETIAN
COVE MARINA FACILITY; 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 GSB Construction & Development, Inc., whose address is 3609 Parkway Boulevard, Leesburg, Florida 34748, for Construction Services (IFB 2501301).

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 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

CONTRACT

CONTRACT NO. 2501301

CONSTRUCTION OF VENETIAN COVE MARINA FACILITY

THIS AGREEMENT is made as of the 23rd day of June in the year 2025, 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 **GSB Construction & Development, Inc.** whose address is 3609 Parkway Blvd., Leesburg, FL 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) 2501301, Construction of Venetian Cove Marina Facility; and
 - c. CONTRACTOR response to IFB 2501301 included as Exhibit 'A'; and
 - d. All addendums; and
 - e. Exhibit B – Supplemental Conditions – Construction
2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Construction of Venetian Cove Marina Facility**" to the CITY as listed in Invitation for Bid 2501301. 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 **\$1,093,125.00**. 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 **THREE HUNDRED (300) DAYS** 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) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. 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 subcontractor's work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - 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: GSB Construction & Development, Inc.
 Dominic Giannini, President
 3609 Parkway Blvd
 Leesburg, FL 34748
 352-748-1949
 dgiannini@gsbconstructioninc.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.

GSB CONSTRUCTION & DEVELOPMENT, INC.

By: 

Printed: DOMINIC GIANNINI

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

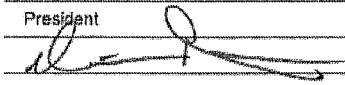
Approved as to form:

William Watson, City Attorney

Exhibit 'A'

ITEMIZED QUANTITY SHEET				
				
IFB 2501301 CONSTRUCTION OF VENETIAN COVE MARINA FACILITY				
Item #	Description of Work	Quantity	Unit Price	Extended Amount
VENETIAN COVE MARINA OFFICE FACILITY				
1	Demolition, Mobilization & Demobilization	1	LS	\$35,000
2	Grading & Site Work	1	LS	\$25,000
3	Shell Construction	1	LS	\$285,500
4	Waterproofing	1	LS	\$12,000
5	Roofing	1	LS	\$45,000
6	Exterior Windows & Doors	1	LS	\$46,000
7	Stucco	1	LS	\$20,000
8	Exterior Finishes	1	LS	\$56,000
9	Interior & Exterior Painting	1	LS	\$13,000
10	Flooring & Installation	1	LS	\$32,000
11	Paving & Installation	1	LS	\$5,000
12	Interior Doors & Hardware	1	LS	\$15,000
13	Drywall & Framing	1	LS	\$60,000
14	Electrical	1	LS	\$88,000
15	Mechanical	1	LS	\$33,000
16	Plumbing	1	LS	\$46,500
17	Appliances & Accessories	1	LS	\$6,000
18	Bathroom Fixtures	1	LS	\$20,000
19	Exterior Fixtures & Security Equipment	1	LS	\$151,750
OTHER PROJECT COSTS				
			Bid Cost	\$993,750
CONTINGENCY				
1	Construction Contingency (10%)			\$99,375
BID TOTAL INCLUDE BID COST AND CONTINGENCY			BID TOTAL	\$ 1,093,125.00

***NOTE: BID TOTAL SHALL MATCH BID TOTAL ON PROPOSAL BID FORM

Company: GSB Construction & Development, Inc.
 Title: President
 Signature: 
 Printed Name: Dominic Giannini
 Date: 5/28/25

THIS FORM MUST BE INCLUDED IN SUBMITTAL

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 owner-ship 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.3.

Meeting Date: June 23, 2025

From: Maria Hritz, Senior Buyer

Subject: Ratification request of the purchase and installation of two (2) new 12.5-ton Honeywell HVAC units and one (1) air handler for the Leesburg Police Department's first floor. Due to the urgent need to restore climate control within the facility, the equipment was procured from Garden City Westbrook Holdco, LLC, for the amount of \$117,463.51.

Staff Recommendation:

Staff recommends approval of the ratification request. The HVAC units serving the first floor of the Leesburg Police Department failed completely and cannot be repaired. Prompt replacement is essential to support safe working conditions and uninterrupted police operations.

Analysis:

The first floor of the Leesburg Police Department was previously served by two (2) Carrier air conditioning units, each approximately twenty (20) years old. Both units have become non-functional and are beyond repair. The complete failure of the HVAC system presented an immediate risk to the health and safety of personnel and jeopardized the continuity of critical public safety operations. Replacement of both units, along with an associated air handler, was essential to restore climate control and ensure the facility remains fully operational.

Procurement Analysis:

The City is utilizing an existing cooperative purchasing agreement (piggyback) through the City of Clermont, Florida, Solicitation RFP 23-075, to procure two (2) new 20-ton Honeywell HVAC units for the Leesburg Police Department.

In accordance with the terms of the Clermont contract, staff obtained a quote from Garden City Westbrook Holdco, LLC in the amount of \$117,463.51. Following the failure of the existing units—which became completely inoperable—the City Manager authorized the emergency procurement to ensure continued operation of essential government services.

Due to the critical nature of the situation, the purchase was classified as an emergency to maintain safe and functional working conditions within the facility.

Options:

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

Fiscal Impact:

The current Public Works Facilities Operating budget can absorb this expense. If this division goes over budget, a budget adjustment will be processed to use available General Fund Cash reserves.

Account No. 001-5193-519-6410

Project No. GFASST

WF No. 1648742/1

Requisition 57601

Budget \$117,463.51

Available \$117,463.51

**539901**

6/11/2025

INVOICE TO:
CITY OF LEESBURG
ATTN: ACCOUNTS PAYABLE
P O BOX 490630
LEESBURG

FL 347490630

SHIP TO:
CITY OF LEESBURG
PUBLIC WORKS DEPARTMENT
FACILITIES & GROUNDS DIV.
550 S. 14TH STREET
LEESBURG

FL 34748

TO: GARDEN CITY WESTBROOK HOLDCO L
1411 S ORANGE BLOSSOM TR
ORLANDO

FL 32805

VENDOR NO.
3009025

DELIVER BY SHIP VIA
9/30/2025 BEST WAY

F.O.B.
DESTINATION

TERMS
NET/30

CONFIRM BY
KELLIE MASON

CONFIRM TO
MARIA HRITZ

REQUISITIONED BY
JGRINDROD/MMAHONEY

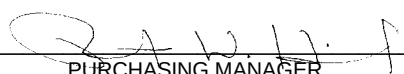
FREIGHT
INCLUDED

CONTRACT NO. ACCOUNT NO.
00151935196410

PROJECT REQ. NO. REQ. DATE
GFASST 0000057601 5/30/2025

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST	TAX
1	117463.51	DL	REPLACEMENT OF 2, 12.5 AC SPLIT UNITS POLICE DEPT	1.0000	117463.51	NO
TOTAL					117463.51	
REMARKS:						
1) Invoices and packages must bear P.O. number.						
2) The City is exempt from Florida Sales Tax. A tax exempt certificate will be provided on request.						
3) The City reserves the right to cancel this order without consequence if the order is not filled within the time stated as 'Deliver By'.						
4) The conditions of this order are not to be modified by any verbal communications. All changes must be made in writing.						
5) Acceptance of this order includes acceptance of all specifications, descriptions, prices and delivery instructions stated on the P.O. or incorporated by reference						
6) Questions regarding the P.O. may be directed to the Purchasing Division at (352) 728-9880. Questions regarding the goods or services being ordered should be directed to the requesting department.						

AUTHORIZED BY


PURCHASING MANAGER



Project Agreement

Date: 5/29/25

Proposal Number: SR 525-5

By and Between

Westbrook Service Company, LLC

Leesburg Police Department

1411 South Orange Blossom Trail

115 E. Magnolia Street

Orlando, FL 32805

Leesburg, FL 34748

Phone # (407) 841-3310

(203) 257-8114

Fax # (407) 425-9934

Services will be provided at the following location(s):

Leesburg Police Department

115 E. Magnolia Street

Leesburg, FL 34748

Westbrook Service Company, LLC shall perform according to the terms and conditions on the pages attached hereinafter referred to as the "Project Agreement"

Type of Service: Replace Two 12.5 Ton Carrier Systems and upgrade facility controls to Honeywell.

PRICE: \$117,463.51 (TAX AND FREIGHT INCLUDED FOR ALL MATERIAL AND EQUIPMENT)

Invoicing and Payment Terms: Progressive billing

This proposal is valid for 30 days

This proposal and the pages attached shall become a contract only upon signature below in space titled "Approved for Westbrook Service Corporation and upon continuance of credit approval by Westbrook Service Corporation. No waiver, change, or modification of any terms or conditions on this agreement shall be binding on Westbrook Service Corporation unless made in writing and signed by an officer or authorized manager of Westbrook Service Corporation.

Westbrook Service Company, LLC

Leesburg Police Department

By: Steve Robinson

By: _____

Title: Account Executive

Title: _____

Date: 5/29/2025

Approved for Westbrook Service Company, LLC

Date: _____

Signature: _____

Project Agreement

Date: 5/29/25
Proposal Number: SR 525-5

SCOPE OF WORK

Equipment Replacement

1. Recover refrigerant and dispose of according to EPA guidelines.
2. Disconnect electrical, piping and ductwork from existing equipment.
3. Remove existing equipment and set new equipment in same locations.
4. Crane will be used to replace rooftop units.
5. Connect existing ductwork, electrical and new piping to new equipment.
6. Pressure test system before evacuating to 500 microns.
7. Startup system per manufacturer specifications and check for proper operation.
8. Clean up all debris and remove from site.

* 1 year warranty on materials and workmanship provided by Westbrook.

** 5 year warranty on compressor parts provided by Manufacturer; Carrier.

*** Priced using FIRST shift hours Monday-Friday; holidays and weekends excluded

**** Should Materials and/or Equipment prices increase due to tariffs, we may need to adjust pricing to reflect these increased costs.

Control upgrade is necessary to make system code and safety compliant with new A2L refrigerants.

Controls Upgrade

1. Removal of existing TALON 587 JACE after documenting IP address.
2. Supply, setup and programming of Honeywell Optimizer Advanced Tritium JACE with 18 month agreement to allow internet access. Accessible from PC with internet by user with proper access credentials,
3. Supply, setup and programming of 2 new Honeywell controllers for AHU 1-a and AHU 1-b.
4. Supply and installation of new DAT and MAT sensors for AHU 1a and AHU 1-b.
5. Setup, programming and verification of Refrigerant Mitigation Safety Logic to shut off compressors, open dampers and force supply fans to operate at full speed for the duration of refrigerant alarm activation.
6. Perform verification check to verify all graphics and schedules have upgraded and integrated properly.

Exclusions:

- Engineering drawings of any kind
- Repairs for any existing code violations (added cost to be submitted at later date if found by AHJ)
- Roof patching and/or waterproofing
- Drywall patch and/or repair
- Breaker, conduit, circuit or wire
- Alarm work: fire, smoke, and/or burglar
- Replacement of any utilities or system components unless otherwise stated above
- Consequential, liquidated, and/or punitive damages

**Please note, an additional fee of 3% will be added to the total bid price if credit card payment is requested to be used at the completion of scope of work noted above.



Project Agreement

Date: 5/29/25

Proposal Number: SR 525-5

By and Between

Westbrook Service Company, LLC

Leesburg Police Department

1411 South Orange Blossom Trail

115 E. Magnolia Street

Orlando, FL 32805

Leesburg, FL 34748

Phone # (407) 841-3310

(203) 257-8114

Fax # (407) 425-9934

Services will be provided at the following location(s):

Leesburg Police Department

115 E. Magnolia Street

Leesburg, FL 34748

Westbrook Service Company, LLC shall perform according to the terms and conditions on the pages attached hereinafter referred to as the "Project Agreement"

Type of Service: Replace Two 12.5 Ton Carrier Systems with Two Carrier 12.5 Ton Carrier Systems.

PRICE: \$93,043.51 (TAX AND FREIGHT INCLUDED FOR ALL MATERIAL AND EQUIPMENT)

Invoicing and Payment Terms: Progressive billing

This proposal is valid for 30 days

This proposal and the pages attached shall become a contract only upon signature below in space titled "Approved for Westbrook Service Corporation and upon continuance of credit approval by Westbrook Service Corporation. No waiver, change, or modification of any terms or conditions on this agreement shall be binding on Westbrook Service Corporation unless made in writing and signed by an officer or authorized manager of Westbrook Service Corporation.

Westbrook Service Company, LLC

Leesburg Police Department

By: Steve Robinson

Title: Account Executive

Date: 5/29/2025

Approved for Westbrook Service Company, LLC

Signature: _____

By: _____

Title: _____

Date: _____



Project Agreement

Date:

5/29/25

Proposal Number:

SR 525-5

SCOPE OF WORK

Equipment Replacement

1. Recover refrigerant and dispose of according to EPA guidelines.
2. Disconnect electrical, piping and ductwork from existing equipment.
3. Remove existing equipment and set new equipment in same locations.
4. Crane will be used to replace rooftop units.
5. Connect existing ductwork, electrical and new piping to new equipment.
6. Pressure test system before evacuating to 500 microns.
7. Startup system per manufacturer specifications and check for proper operation.
8. Clean up all debris and remove from site.

* 1 year warranty on materials and workmanship provided by Westbrook.

** 5 year warranty on compressor parts provided by Manufacturer; Carrier.

*** Priced using FIRST shift hours Monday-Friday; holidays and weekends excluded

**** Should Materials and/or Equipment prices increase due to tariffs, we may need to adjust pricing to reflect these increased costs.

Control upgrade is necessary to make system code and safety compliant with new A2L refrigerants.

Exclusions:

- Engineering drawings of any kind
- Repairs for any existing code violations (added cost to be submitted at later date if found by AHJ)
- Roof patching and/or waterproofing
- Drywall patch and/or repair
- Breaker, conduit, circuit or wire
- Alarm work: fire, smoke, and/or burglar
- Replacement of any utilities or system components unless otherwise stated above
- Consequential, liquidated, and/or punitive damages

**Please note, an additional fee of 3% will be added to the total bid price if credit card payment is requested to be used at the completion of scope of work noted above.



Project Agreement

Date:

3/20/24

Proposal Number:

0

BUYER'S RESPONSIBILITIES

By accepting this Proposal, Buyer agrees as follows:

1. Information. Buyer shall furnish Westbrook with the following information

(A) Credit information requested by Westbrook including name of construction lender. Information to be delivered within 3 days of request. Failure to provide satisfactory credit information shall constitute grounds for Westbrook's cancellation of this Contract.

(B) Copy of Notice of Commencement and legal description of property.

(C) Copy of payment and performance bond.

(D) Certificate of insurance including appropriate builder's risk coverage.

(E) Sufficient information for preparation of shop drawings. Buyer guarantees such information to be correct and accurate.

2. Approvals. Buyer shall approve shop drawings and/or submittals in sufficient time for Westbrook to commence manufacture or procurement in time to meet installation schedule. Buyer has responsibility for coordinating shop drawings with all other trades. Approval of shop drawings by Buyer or his agent or the owner's agent, architect or engineer constitutes Buyer's agreement to pay for all products provided in accordance with approved shop drawings. When approved by Buyer, shop drawings shall be considered to be the correct interpretation of the work to be performed under this proposal.

3. Site Conditions. Buyer shall provide suitable and safe site conditions for delivery and/or installation including (a) removal of all obstacles such as utility lines and poles, trees, stored materials and the like as required by Westbrook, and (b) stabilize the site if necessary so that vehicles and equipment can be positioned under their own power. Buyer agrees to pay for any damage to Westbrook's vehicles and equipment at the job site from any cause whatsoever, except for the negligence of Westbrook's employees or agents. Once materials have been installed or stored on site, the buyer shall bear any loss or damage of same caused by fire, natural causes, Acts of God, theft, vandalism or otherwise.

4. Interface. Buyer shall be responsible for adequacy of all electrical power and other utilities that interface with Westbrook's work. Buyer is responsible for assuring that all beams, walls or other construction performed by others is true and level and adequate to safely support the dead and live loads resulting from Westbrook's installation. Buyer is responsible for assuring that all dimensions that he provides or causes to be provided are accurate. Any adjustment or remanufacture resulting from failure to properly interface shall constitute an extra charge for which Buyer agrees to pay.



Project Agreement

Date:

3/20/24

Proposal Number:

0

TERMS AND CONDITIONS

Acceptance: This proposal becomes a binding Contract when signed by an authorized agent of the Buyer, returned to Westbrook within 30 days of the date of the proposal and then signed by an Officer of Westbrook. If Buyer issues a purchase order or contract on his own form, it must include the same price, terms and conditions as contained herein. Conditions not incorporated in this contract will not be recognized and no oral representations or agreements shall be binding upon Westbrook unless stated in writing in this Contract. This Contract contains all terms and agreement between the parties. Typed provision governs over printed provisions.

WESTBROOK'S RESPONSIBILITIES

Once both parties have signed this Proposal, Westbrook's obligations shall be as follows:

1. General. Westbrook will comply with federal, state and local tax laws, as well as all laws related to social security, unemployment compensation, worker's compensation and O.S.H.A, to the extent applicable to this Contract. Westbrook will maintain public liability and property damage insurance as is reasonably necessary. Certificates of insurance will be provided to Buyer on request.
2. Shop Drawings. Westbrook will prepare shop drawings, as needed, based on information received from Buyer. Buyer or Buyer's agent, architect or engineer will submit shop drawings to Buyer for approval. Approval by Buyer's agent, architect or engineer is binding on Buyer.
3. Fabrication. Westbrook will begin manufacture or procurement of products only after receipt of approved shop drawings and a mutually agreed upon installation schedule. Unless otherwise noted herein or on the approved shop drawings, manufacture will be in accordance with standard industry practice.
4. Installation. When products are to be installed by Westbrook, installation will be in accordance with good, workmanlike practices. All reasonable efforts will be made to coordinate delivery and installation with Buyer's construction schedule. In the event vehicles and erection equipment must pass through areas where there are sidewalks, driveways, underground utilities, and the like, to reach the point of delivery, Westbrook will not be responsible for damage to or repair of such items, except where such damage is a direct result of negligence on the part of Westbrook's employees or agents.
5. Warranty. Westbrook guarantees to the Buyer that the products and services provided under this contract will be free of defects in materials and workmanship for a period of one (1) year from the date of installation and agrees to make any repairs or adjustments necessary due to faulty workmanship or materials at no charge to the Buyer. Westbrook's liability is limited to the cost of repair or replacement by Westbrook's own workmen and no claims for consequential damages by Buyer or others shall be made against Westbrook.
6. Delays. Westbrook will proceed expeditiously to manufacture or procure products required under the contract, but will not be liable for delays in delivery and/or completion of or damage to the work contracted for where such delays or damage are caused by an act, neglect or default of Buyer, owner, architect, or other subcontractor, or by strikes, labor disputes, embargoes, acts of God, accidents, fire, inclement weather, theft, vandalism or any casualty or other contingencies beyond Westbrook's control. In case of such delays, the agreed time for delivery or completion of the work shall be extended for a period equivalent to the time lost by reason of such delays.



Project Agreement

Date:

3/20/24

Proposal Number:

0

5. Acceptance. Before proceeding with subsequent construction, Buyer shall promptly advise Westbrook of any exceptions, claims or objections with regard to the acceptability of Westbrook's products and/or services and give Westbrook full opportunity to investigate before the work is covered up. If Westbrook agrees with the claim or objections, Westbrook shall have the option of replacing or repairing the defect with its own workmen within a reasonable time prior to Buyer proceeding with related construction. If no notice of exception, claim or objection is received before Buyer performs subsequent work, Westbrook is not liable for removal or repair of related work required to repair any defects in Westbrook's products or installation unless the defect was not detectable at the time of construction. Unless agreed to in writing in advance by Westbrook, no back charge shall be allowed and Buyer shall not withhold monies due Westbrook under this or any other contract unless Westbrook refuses to repair or replace products as required by this Contract. Any repair or replacement undertaken without first giving Westbrook reasonable time to do the same is done at Buyer's own expense and risk and no back charge shall be made against Westbrook for such work and Westbrook is relieved of all warranty obligations. Buyer's claims and exceptions are waived unless made in writing within five days from the date of delivery or before the next stage of construction commences, whichever occurs first. Westbrook is not responsible for products handled, damaged or installed or modified by others.

6. Delivery. Buyer agrees to accept delivery of products in accordance with the installation schedule as stated above. If Buyer does not accept product as scheduled, Westbrook can demand that Buyer accept delivery within 60 days. If Buyer thereafter fails to accept delivery, Westbrook can cancel the remaining portion of this Contract and be paid by Buyer for all design work, products manufactured, stored or installed to the date of termination, including storage charges.

DESIGN RESPONSIBILITY

1. Buyer's Designs. If the Buyer provides or specifies design of the products to be provided, Westbrook will provide and or install them in accordance with the Buyer's designs and specifications. Under those circumstances, Westbrook assumes no responsibility for adequacy, accuracy or sufficiency of the design and Westbrook's warranty is limited to the production and installation of the products in accordance with those designs. Overall responsibility for design and coordination of interface between Westbrook's installation and other work shall be the responsibility of the Buyer.

2. Westbrook's Design. Products designed by Westbrook will be designed in accordance with standard industry practice and applicable governmental codes. When the products are used with other products, Westbrook's responsibility is limited only to its own products or supplied goods.

3. Shop Drawings. Buyer acknowledges that approved shop drawings supersede design drawings. Buyer's acceptance and payment for products in conformance with the approved shop drawings waives all claims for design flaws or problems.

PAYMENT

1. Progress Payments. Westbrook shall submit draw request on the 25th of each month projecting work in place and materials stored through the end of the month. Buyer agrees to pay by the 10th of the month at Westbrook's corporate offices at 1411 S. Orange Blossom Trail, Orlando, FL 32805, for all products and services provided during the previous month and stored materials regardless of whether Buyer has received payments from others.

2. Stored Materials. Products manufactured in accordance with this contract and stored in a suitable location will be included in the monthly draw request as "stored materials". Buyer agrees to pay storage charges as billed for storage required due to delays in the construction schedule not caused by Westbrook. Title to stored materials does not transfer to Buyer until full payment is made.



Project Agreement

Date:

3/20/24

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0

3. Extras and Change Orders. The Buyer may order additional work at any time, for which Buyer agrees to pay (in addition to the contract price) Westbrook's regular price for time and material, unless a different price is agreed upon. Westbrook shall receive written orders for all additional work or changes signed by Buyer or his Agent prior to commencing with said extra work or changes. Said change or extra work shall then become a part of this contract as if it had been included originally and the contract amount had been adjusted accordingly. All patching, furring, redecorating and painting shall be the responsibility of the Buyer and at the Buyer's expense unless otherwise specified on the face of this contract. If electrical wiring or any other items required to complete the work specified in this contract are to be furnished by Buyer, the same shall be done to Westbrook's specifications. Any expense to Westbrook resulting from the work of others on the job shall be added to the contract price after due notification to the Buyer.

4. Service Charge. If payment is not received when due, an interest charge of 1 1/2% per month of the unpaid balance will be added to the contract amount.

5. Final Payment. Final payment of the entire unpaid balance of the contract amount shall be paid by the 10th of the month following completion of Westbrook's work in accordance with the contract documents. Final payment is due regardless of whether Buyer has received final payment from others.

6. Title. Buyer agrees that the title to all materials, fixtures and equipment covered by this contract remains solely with Westbrook until the entire purchase price has been paid in full and that said items should remain personalty and not fixtures or part of the realty. In the event payments are not made according to the terms of this contract, Buyer agrees that Westbrook shall have the right to come on premises and remove it without committing a trespass or incurring liability for restoration. If the Buyer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within forty-eight (48) hours after date of such disposal.

CANCELLATION

1. Cancellation by Westbrook. Westbrook may terminate this Contract upon 7 days written notice to buyer (a) if no installation schedule can be agreed upon within 30 days after Westbrook's receipt of approved shop drawings, or (b) if work does not proceed for a period of 60 days due to no fault of Westbrook, or (c) if Buyer has not made payment as required by the Contract, or (d) if Buyer is refusing to accept delivery of products within the time frame set forth in this Contract and installation schedule. In the event of such termination, Buyer shall pay Westbrook for all work performed and all products manufactured and installed and the like, as well as any losses resulting from the stoppage of the work including the reasonable profit and overhead anticipated to have been made by Westbrook under this entire Contract. The foregoing does not prejudice any other remedies Westbrook might have against the Buyer or Westbrook's rights under applicable bonds or mechanic's liens statutes.

2. Cancellation by Buyer. If Westbrook fails to commence delivery or installation of the products ordered under this Contract within 30 days of either (a) written notice from the Buyer to proceed or (b) the mutually agreed upon installation schedule, Buyer may terminate this Contract upon the payment to Westbrook for all products previously manufactured, stored and/or installed. In such event, Buyer shall accept delivery of all stored materials within 30 days of termination for storage at the job site. Payment for such stored materials shall be deemed full acceptance thereof by Buyer. Under these circumstances, Buyer is not obligated to pay Westbrook for its anticipated profit or overhead on uncompleted portions of this Contract. The foregoing are Buyer's exclusive remedies under this Contract.

CLAIMS AND ARBITRATION

1. Claims. All claims, disputes or questions arising out of this Contract for any claimed breach hereof shall be decided by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise.



Project Agreement

Date:

3/20/24

Proposal Number:

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2. Award. The award entered by the arbitrators shall be final and non-appealable. Judgment may be entered upon the award in accordance with applicable laws in any court having jurisdiction thereof.

3. Bond and Lien Claims. This provision shall not be deemed to limit Westbrook's rights or remedies in connection with any labor and material payment bonds or performance bonds or any rights or remedies under the Florida mechanic's lien law unless Westbrook has expressly waived such rights and remedies. This arbitration provision relates only to claims or disputes between Buyer and Westbrook.

4. Attorneys Fees and Costs. In the event of arbitration or court action, the prevailing party shall be entitled to recover their reasonable attorney's fees, court costs, arbitration fees and the like for both the arbitration and court proceedings, including any appellate actions.

5. Venue. All action to enforce or interpret this Proposal and Contract, whether by arbitration or judicial proceeding, shall be brought in Orange County, Florida.

6. Indemnification. Buyer agrees to indemnify and hold Westbrook harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of the Buyer under this Contract. Westbrook agrees to indemnify and hold Buyer harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of Westbrook under this Contract.

END



Project Agreement

Date: 5/29/25
Proposal Number: SR 525-14

By and Between

Westbrook Service Company, LLC

Leesburg Police Department

1411 South Orange Blossom Trail

115 E. Magnolia Street

Orlando, FL 32805

Leesburg, FL 34748

Phone # (407) 841-3310

(203) 257-8114

Fax # (407) 425-9934

-

Services will be provided at the following location(s):

Leesburg Police Department

115 E. Magnolia Street

Leesburg, FL 34748

Westbrook Service Company, LLC shall perform according to the terms and conditions on the pages attached hereinafter referred to as the "Project Agreement"

Type of Service: Upgrade facility controls to Honeywell for Code and Safety Compliance with new Refrigerant.

PRICE: \$24,420.00 (TAX AND FREIGHT INCLUDED FOR ALL MATERIAL AND EQUIPMENT)

Invoicing and Payment Terms: Progressive billing

This proposal is valid for 30 days

This proposal and the pages attached shall become a contract only upon signature below in space titled "Approved for Westbrook Service Corporation and upon continuance of credit approval by Westbrook Service Corporation. No waiver, change, or modification of any terms or conditions on this agreement shall be binding on Westbrook Service Corporation unless made in writing and signed by an officer or authorized manager of Westbrook Service Corporation.

Westbrook Service Company, LLC

Leesburg Police Department

By: Steve Robinson

Title: Account Executive

By: _____

Date: 5/29/2025

Title: _____

Approved for Westbrook Service Company, LLC

Signature: _____

Date: _____



Project Agreement

Date:

5/29/25

Proposal Number:

SR 525-14

SCOPE OF WORK

Controls Upgrade

1. Removal of existing TALON 587 JACE after documenting IP address.
2. Supply, setup and programming of Honeywell Optimizer Advanced Tritium JACE with 18 month agreement to allow internet access. Accessible from PC with internet by user with proper access credentials,
3. Supply, setup and programming of 2 new Honeywell controllers for AHU 1-a and AHU 1-b.
4. Supply and installation of new DAT and MAT sensors for AHU 1a and AHU 1-b.
5. Setup, programming and verification of Refrigerant Mitigation Safety Logic to shut off compressors, open dampers and force supply fans to operate at full speed for the duration of refrigerant alarm activation.
6. Perform verification check to verify all graphics and schedules have upgraded and integrated properly.

* 1 year warranty on materials and workmanship provided by Westbrook.

** 5 year warranty on compressor parts provided by Manufacturer; Carrier.

*** Priced using FIRST shift hours Monday-Friday; holidays and weekends excluded

**** Should Materials and/or Equipment prices increase due to tariffs, we may need to adjust pricing to reflect these increased costs.

Control upgrade is necessary to make system code and safety compliant with new A2L refrigerants.

Exclusions:

- Engineering drawings of any kind
- Repairs for any existing code violations (added cost to be submitted at later date if found by AHJ)
- Roof patching and/or waterproofing
- Drywall patch and/or repair
- Breaker, conduit, circuit or wire
- Alarm work: fire, smoke, and/or burglar
- Replacement of any utilities or system components unless otherwise stated above
- Consequential, liquidated, and/or punitive damages

**Please note, an additional fee of 3% will be added to the total bid price if credit card payment is requested to be used at the completion of scope of work noted above.

Project Agreement

Date: 3/20/24
Proposal Number: 0

TERMS AND CONDITIONS

Acceptance: This proposal becomes a binding Contract when signed by an authorized agent of the Buyer, returned to Westbrook within 30 days of the date of the proposal and then signed by an Officer of Westbrook. If Buyer issues a purchase order or contract on his own form, it must include the same price, terms and conditions as contained herein. Conditions not incorporated in this contract will not be recognized and no oral representations or agreements shall be binding upon Westbrook unless stated in writing in this Contract. This Contract contains all terms and agreement between the parties. Typed provision governs over printed provisions.

WESTBROOK'S RESPONSIBILITIES

Once both parties have signed this Proposal, Westbrook's obligations shall be as follows:

1. General. Westbrook will comply with federal, state and local tax laws, as well as all laws related to social security, unemployment compensation, worker's compensation and O.S.H.A, to the extent applicable to this Contract. Westbrook will maintain public liability and property damage insurance as is reasonably necessary. Certificates of insurance will be provided to Buyer on request.
2. Shop Drawings. Westbrook will prepare shop drawings, as needed, based on information received from Buyer. Buyer or Buyer's agent, architect or engineer will submit shop drawings to Buyer for approval. Approval by Buyer's agent, architect or engineer is binding on Buyer.
3. Fabrication. Westbrook will begin manufacture or procurement of products only after receipt of approved shop drawings and a mutually agreed upon installation schedule. Unless otherwise noted herein or on the approved shop drawings, manufacture will be in accordance with standard industry practice.
4. Installation. When products are to be installed by Westbrook, installation will be in accordance with good, workmanlike practices. All reasonable efforts will be made to coordinate delivery and installation with Buyer's construction schedule. In the event vehicles and erection equipment must pass through areas where there are sidewalks, driveways, underground utilities, and the like, to reach the point of delivery, Westbrook will not be responsible for damage to or repair of such items, except where such damage is a direct result of negligence on the part of Westbrook's employees or agents.
5. Warranty. Westbrook guarantees to the Buyer that the products and services provided under this contract will be free of defects in materials and workmanship for a period of one (1) year from the date of installation and agrees to make any repairs or adjustments necessary due to faulty workmanship or materials at no charge to the Buyer. Westbrook's liability is limited to the cost of repair or replacement by Westbrook's own workmen and no claims for consequential damages by Buyer or others shall be made against Westbrook.
6. Delays. Westbrook will proceed expeditiously to manufacture or procure products required under the contract, but will not be liable for delays in delivery and/or completion of or damage to the work contracted for where such delays or damage are caused by an act, neglect or default of Buyer, owner, architect, or other subcontractor, or by strikes, labor disputes, embargoes, acts of God, accidents, fire, inclement weather, theft, vandalism or any casualty or other contingencies beyond Westbrook's control. In case of such delays, the agreed time for delivery or completion of the work shall be extended for a period equivalent to the time lost by reason of such delays.



Project Agreement

Date:

3/20/24

Proposal Number:

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BUYER'S RESPONSIBILITIES

By accepting this Proposal, Buyer agrees as follows:

1. Information. Buyer shall furnish Westbrook with the following information

(A) Credit information requested by Westbrook including name of construction lender. Information to be delivered within 3 days of request. Failure to provide satisfactory credit information shall constitute grounds for Westbrook's cancellation of this Contract.

(B) Copy of Notice of Commencement and legal description of property.

(C) Copy of payment and performance bond.

(D) Certificate of insurance including appropriate builder's risk coverage.

(E) Sufficient information for preparation of shop drawings. Buyer guarantees such information to be correct and accurate.

2. Approvals. Buyer shall approve shop drawings and/or submittals in sufficient time for Westbrook to commence manufacture or procurement in time to meet installation schedule. Buyer has responsibility for coordinating shop drawings with all other trades. Approval of shop drawings by Buyer or his agent or the owner's agent, architect or engineer constitutes Buyer's agreement to pay for all products provided in accordance with approved shop drawings. When approved by Buyer, shop drawings shall be considered to be the correct interpretation of the work to be performed under this proposal.

3. Site Conditions. Buyer shall provide suitable and safe site conditions for delivery and/or installation including (a) removal of all obstacles such as utility lines and poles, trees, stored materials and the like as required by Westbrook, and (b) stabilize the site if necessary so that vehicles and equipment can be positioned under their own power. Buyer agrees to pay for any damage to Westbrook's vehicles and equipment at the job site from any cause whatsoever, except for the negligence of Westbrook's employees or agents. Once materials have been installed or stored on site, the buyer shall bear any loss or damage of same caused by fire, natural causes, Acts of God, theft, vandalism or otherwise.

4. Interface. Buyer shall be responsible for adequacy of all electrical power and other utilities that interface with Westbrook's work. Buyer is responsible for assuring that all beams, walls or other construction performed by others is true and level and adequate to safely support the dead and live loads resulting from Westbrook's installation. Buyer is responsible for assuring that all dimensions that he provides or causes to be provided are accurate. Any adjustment or remanufacture resulting from failure to properly interface shall constitute an extra charge for which Buyer agrees to pay.

Project Agreement

Date:

3/20/24

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5. Acceptance. Before proceeding with subsequent construction, Buyer shall promptly advise Westbrook of any exceptions, claims or objections with regard to the acceptability of Westbrook's products and/or services and give Westbrook full opportunity to investigate before the work is covered up. If Westbrook agrees with the claim or objections, Westbrook shall have the option of replacing or repairing the defect with its own workmen within a reasonable time prior to Buyer proceeding with related construction. If no notice of exception, claim or objection is received before Buyer performs subsequent work, Westbrook is not liable for removal or repair of related work required to repair any defects in Westbrook's products or installation unless the defect was not detectable at the time of construction. Unless agreed to in writing in advance by Westbrook, no back charge shall be allowed and Buyer shall not withhold monies due Westbrook under this or any other contract unless Westbrook refuses to repair or replace products as required by this Contract. Any repair or replacement undertaken without first giving Westbrook reasonable time to do the same is done at Buyer's own expense and risk and no back charge shall be made against Westbrook for such work and Westbrook is relieved of all warranty obligations. Buyer's claims and exceptions are waived unless made in writing within five days from the date of delivery or before the next stage of construction commences, whichever occurs first. Westbrook is not responsible for products handled, damaged or installed or modified by others.

6. Delivery. Buyer agrees to accept delivery of products in accordance with the installation schedule as stated above. If Buyer does not accept product as scheduled, Westbrook can demand that Buyer accept delivery within 60 days. If Buyer thereafter fails to accept delivery, Westbrook can cancel the remaining portion of this Contract and be paid by Buyer for all design work, products manufactured, stored or installed to the date of termination, including storage charges.

DESIGN RESPONSIBILITY

1. Buyer's Designs. If the Buyer provides or specifies design of the products to be provided, Westbrook will provide and or install them in accordance with the Buyer's designs and specifications. Under those circumstances, Westbrook assumes no responsibility for adequacy, accuracy or sufficiency of the design and Westbrook's warranty is limited to the production and installation of the products in accordance with those designs. Overall responsibility for design and coordination of interface between Westbrook's installation and other work shall be the responsibility of the Buyer.

2. Westbrook's Design. Products designed by Westbrook will be designed in accordance with standard industry practice and applicable governmental codes. When the products are used with other products, Westbrook's responsibility is limited only to its own products or supplied goods.

3. Shop Drawings. Buyer acknowledges that approved shop drawings supersede design drawings. Buyer's acceptance and payment for products in conformance with the approved shop drawings waives all claims for design flaws or problems.

PAYMENT

1. Progress Payments. Westbrook shall submit draw request on the 25th of each month projecting work in place and materials stored through the end of the month. Buyer agrees to pay by the 10th of the month at Westbrook's corporate offices at 1411 S. Orange Blossom Trail, Orlando, FL 32805, for all products and services provided during the previous month and stored materials regardless of whether Buyer has received payments from others.

2. Stored Materials. Products manufactured in accordance with this contract and stored in a suitable location will be included in the monthly draw request as "stored materials". Buyer agrees to pay storage charges as billed for storage required due to delays in the construction schedule not caused by Westbrook. Title to stored materials does not transfer to Buyer until full payment is made.



Project Agreement

Date:

3/20/24

Proposal Number:

0

3. Extras and Change Orders. The Buyer may order additional work at any time, for which Buyer agrees to pay (in addition to the contract price) Westbrook's regular price for time and material, unless a different price is agreed upon. Westbrook shall receive written orders for all additional work or changes signed by Buyer or his Agent prior to commencing with said extra work or changes. Said change or extra work shall then become a part of this contract as if it had been included originally and the contract amount had been adjusted accordingly. All patching, furring, redecorating and painting shall be the responsibility of the Buyer and at the Buyer's expense unless otherwise specified on the face of this contract. If electrical wiring or any other items required to complete the work specified in this contract are to be furnished by Buyer, the same shall be done to Westbrook's specifications. Any expense to Westbrook resulting from the work of others on the job shall be added to the contract price after due notification to the Buyer.

4. Service Charge. If payment is not received when due, an interest charge of 1 1/2% per month of the unpaid balance will be added to the contract amount.

5. Final Payment. Final payment of the entire unpaid balance of the contract amount shall be paid by the 10th of the month following completion of Westbrook's work in accordance with the contract documents. Final payment is due regardless of whether Buyer has received final payment from others.

6. Title. Buyer agrees that the title to all materials, fixtures and equipment covered by this contract remains solely with Westbrook until the entire purchase price has been paid in full and that said items should remain personalty and not fixtures or part of the realty. In the event payments are not made according to the terms of this contract, Buyer agrees that Westbrook shall have the right to come on premises and remove it without committing a trespass or incurring liability for restoration. If the Buyer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within forty-eight (48) hours after date of such disposal.

CANCELLATION

1. Cancellation by Westbrook. Westbrook may terminate this Contract upon 7 days written notice to buyer (a) if no installation schedule can be agreed upon within 30 days after Westbrook's receipt of approved shop drawings, or (b) if work does not proceed for a period of 60 days due to no fault of Westbrook, or (c) if Buyer has not made payment as required by the Contract, or (d) if Buyer is refusing to accept delivery of products within the time frame set forth in this Contract and installation schedule. In the event of such termination, Buyer shall pay Westbrook for all work performed and all products manufactured and installed and the like, as well as any losses resulting from the stoppage of the work including the reasonable profit and overhead anticipated to have been made by Westbrook under this entire Contract. The foregoing does not prejudice any other remedies Westbrook might have against the Buyer or Westbrook's rights under applicable bonds or mechanic's liens statutes.

2. Cancellation by Buyer. If Westbrook fails to commence delivery or installation of the products ordered under this Contract within 30 days of either (a) written notice from the Buyer to proceed or (b) the mutually agreed upon installation schedule, Buyer may terminate this Contract upon the payment to Westbrook for all products previously manufactured, stored and/or installed. In such event, Buyer shall accept delivery of all stored materials within 30 days of termination for storage at the job site. Payment for such stored materials shall be deemed full acceptance thereof by Buyer. Under these circumstances, Buyer is not obligated to pay Westbrook for its anticipated profit or overhead on uncompleted portions of this Contract. The foregoing are Buyer's exclusive remedies under this Contract.

CLAIMS AND ARBITRATION

1. Claims. All claims, disputes or questions arising out of this Contract for any claimed breach hereof shall be decided by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise.



Project Agreement

Date:

3/20/24

Proposal Number:

0

2. Award. The award entered by the arbitrators shall be final and non-appealable. Judgment may be entered upon the award in accordance with applicable laws in any court having jurisdiction thereof.
3. Bond and Lien Claims. This provision shall not be deemed to limit Westbrook's rights or remedies in connection with any labor and material payment bonds or performance bonds or any rights or remedies under the Florida mechanic's lien law unless Westbrook has expressly waived such rights and remedies. This arbitration provision relates only to claims or disputes between Buyer and Westbrook.
4. Attorneys Fees and Costs. In the event of arbitration or court action, the prevailing party shall be entitled to recover their reasonable attorney's fees, court costs, arbitration fees and the like for both the arbitration and court proceedings, including any appellate actions.
5. Venue. All action to enforce or interpret this Proposal and Contract, whether by arbitration or judicial proceeding, shall be brought in Orange County, Florida.
6. Indemnification. Buyer agrees to indemnify and hold Westbrook harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of the Buyer under this Contract. Westbrook agrees to indemnify and hold Buyer harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of Westbrook under this Contract.

END

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: June 23, 2025

From: Maria Hritz, Senior Buyer

Subject: Ratification request of the emergency purchase and installation of one (1) 12.5-ton Carrier HVAC unit and one (1) 15-ton Trane split system for the Leesburg Resource Center. Due to the urgent need to restore climate control within the facility and maintain essential community services, the replacement equipment was procured from Garden City Westbrook Holdco, LLC, for the amount of \$137,655.48.

Staff Recommendation:

Staff recommends approval of the ratification request. The HVAC units serving the Leesburg Resource Center have failed completely and are beyond repair. Timely replacement was necessary to ensure safe working conditions and uninterrupted service delivery.

Analysis:

The Leesburg Resource Center was previously served by aging HVAC units, which became non-functional and irreparable. The total system failure posed a significant risk to the health and comfort of occupants, as well as the continuity of services provided at the facility. Immediate replacement of the failed units was necessary to restore safe and functional climate control conditions within the building.

To address the issue, a 12.5-ton Carrier unit was installed to serve the facility's commercial kitchen, and a 15-ton Trane split system was installed to provide cooling for the remaining occupied areas. Commercial kitchen environments require specialized HVAC systems due to elevated heat loads, increased ventilation demands, and stringent code compliance related to grease, smoke, and humidity control. These systems must be capable of effectively managing high temperatures generated by cooking equipment while maintaining appropriate air exchange rates and ensuring indoor air quality. As a result, HVAC units designed for commercial kitchens are generally more costly than standard systems due to the need for higher capacity, enhanced durability, specialized filtration, and compatibility with exhaust and make-up air systems.

Given the urgency of the situation and the specialized nature of the equipment required, the procurement was executed in compliance with the City's emergency purchasing provisions.

Procurement Analysis:

The City utilized an existing cooperative purchasing agreement (piggyback) through the City of Clermont, Florida, Solicitation RFP 23-075, to facilitate the purchase. In accordance with the terms of that contract, staff obtained a quote from Garden City Westbrook Holdco, LLC in the amount of \$137,655.48.

Due to the complete failure of the existing HVAC system and the essential function of the facility, the City Manager authorized the emergency procurement in accordance with City policy. This classification ensured timely replacement and minimized disruption to operations.

Options:

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

Fiscal Impact:

This expense was not included in the current Carver Heights CRA budget. This item was discussed at the June 9th Carver Heights Montclair Agency CRA meeting. A budget adjustment will be processed to add this to the current budget using available Carver Heights CRA cash reserves.

Account No.	017-6192-559-6410
Project No.	170001
WF No.	WF1648690/1
Requisition	57639

**539900**

6/11/2025

INVOICE TO:
CITY OF LEESBURG
ATTN: ACCOUNTS PAYABLE
P O BOX 490630
LEESBURG

FL 347490630

SHIP TO:
CITY OF LEESBURG
CITY OF LEESBURG
HOUSING DEPARTMENT
1041 COUNTY ROAD 468
LEESBURG

FL 34749

TO: GARDEN CITY WESTBROOK HOLDCO L
1411 S ORANGE BLOSSOM TR
ORLANDO FL 32805

VENDOR NO.
3009025

DELIVER BY SHIP VIA
7/11/2025 BEST WAY

F.O.B.
DESTINATION

TERMS
NET/30

CONFIRM BY
KELLIE MASON

CONFIRM TO
MARIA HRITZ

REQUISITIONED BY
SANDRA WILSON

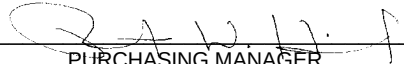
FREIGHT
INCLUDED

CONTRACT NO. ACCOUNT NO.
01761925596410

PROJECT REQ. NO. REQ. DATE
170001 0000057639 6/10/2025

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST	TAX
1	1.00	EA	REPLACE EXISTING 12.5 TON UNIT Replace existing 12.5 ton Carrier/Greenheck System with 12.5 Ton Carrier/IAire Split System	97718.7000	97718.70	NO
2	1.00	EA	REPLACE EXISTING 15 TON UNIT replacing existing 15 Ton Trane Split System with 15 Ton Trane Split System	39936.7800	39936.78	NO
TOTAL					137655.48	
REMARKS:						
1) Invoices and packages must bear P.O. number.						
2) The City is exempt from Florida Sales Tax. A tax exempt certificate will be provided on request.						
3) The City reserves the right to cancel this order without consequence if the order is not filled within the time stated as 'Deliver By'.						
4) The conditions of this order are not to be modified by any verbal communications. All changes must be made in writing.						
5) Acceptance of this order includes acceptance of all specifications, descriptions, prices and delivery instructions stated on the P.O. or incorporated by reference						
6) Questions regarding the P.O. may be directed to the Purchasing Division at (352) 728-9880. Questions regarding the goods or services being ordered should be directed to the requesting department.						

AUTHORIZED BY


PURCHASING MANAGER



Project Agreement

Date:

5/7/25

Proposal Number:

SR 425-10

By and Between

Westbrook Service Company, LLC

Leesburg Resource Center

1411 South Orange Blossom Trail

1041 C

Orlando, FL 32805

Leesburg, FL 34748

Phone # (407) 841-3310

(203) 257-8114

Fax # (407) 425-9934

-

Services will be provided at the following location(s):

Leesburg Resource Center

1041 C

Leesburg, FL 34748

Westbrook Service Company, LLC shall perform according to the terms and conditions on the pages attached hereinafter referred to as the "Project Agreement"

Type of Service: Replace Existing 15 Ton Trane Split System with 15 Ton Trane Split System.

PRICE: \$39,936.78 (TAX AND FREIGHT INCLUDED FOR ALL MATERIAL AND EQUIPMENT)

Invoicing and Payment Terms: Progressive billing

This proposal is valid for 30 days

This proposal and the pages attached shall become a contract only upon signature below in space titled "Approved for Westbrook Service Corporation and upon continuance of credit approval by Westbrook Service Corporation. No waiver, change, or modification of any terms or conditions on this agreement shall be binding on Westbrook Service Corporation unless made in writing and signed by an officer or authorized manager of Westbrook Service Corporation.

Westbrook Service Company, LLC

Leesburg Resource Center

By: Steve Robinson

Title: Account Executive

By: _____

Date: 5/7/2025

Title: _____

Approved for Westbrook Service Company, LLC

Signature: _____

Date: _____



Project Agreement

Date:

5/7/25

Proposal Number:

SR 425-10

SCOPE OF WORK

1. Recover refrigerant and dispose of according to EPA guidelines.
2. Disconnect electrical, piping and ductwork from existing equipment.
3. Remove existing equipment and set new equipment in same locations.
4. Remove and replace copper refrigerant lines between indoor and outdoor units.
5. Connect existing ductwork, electrical and new piping to new equipment.
6. Pressure test system before evacuating to 500 microns.
7. Startup system per manufacturer specifications and check for proper operation.
8. Clean up all debris and remove from site.

* 1 year warranty on materials and workmanship provided by Westbrook.

** 5 year warranty on compressor parts provided by Manufacturer; Trane.

*** Priced using FIRST shift hours Monday-Friday; holidays and weekends excluded

**** Should Materials and/or Equipment prices increase due to tariffs, we may need to adjust pricing to reflect these increased costs.

Exclusions:

- Engineering drawings of any kind
- Repairs for any existing code violations (added cost to be submitted at later date if found by AHJ)
- DDC controls
- Roof patching and/or waterproofing
- Drywall patch and/or repair
- Removal, replacement, repair, and/or reinstallation of ceiling systems
- Clearing, snaking, and/or jetting of plumbing systems (unless otherwise noted above)
- Breaker, conduit, circuit or wire
- Alarm work: fire, smoke, and/or burglar
- Fire suppression
- Stucco, concrete or block work
- Replacement of any utilities or system components unless otherwise stated above
- Consequential, liquidated, and/or punitive damages

**Please note, an additional fee of 3% will be added to the total bid price if credit card payment is requested to be used at the completion of scope of work noted above.



Project Agreement

Date:

3/20/24

Proposal Number:

0

TERMS AND CONDITIONS

Acceptance: This proposal becomes a binding Contract when signed by an authorized agent of the Buyer, returned to Westbrook within 30 days of the date of the proposal and then signed by an Officer of Westbrook. If Buyer issues a purchase order or contract on his own form, it must include the same price, terms and conditions as contained herein. Conditions not incorporated in this contract will not be recognized and no oral representations or agreements shall be binding upon Westbrook unless stated in writing in this Contract. This Contract contains all terms and agreement between the parties. Typed provision governs over printed provisions.

WESTBROOK'S RESPONSIBILITIES

Once both parties have signed this Proposal, Westbrook's obligations shall be as follows:

1. General. Westbrook will comply with federal, state and local tax laws, as well as all laws related to social security, unemployment compensation, worker's compensation and O.S.H.A, to the extent applicable to this Contract. Westbrook will maintain public liability and property damage insurance as is reasonably necessary. Certificates of insurance will be provided to Buyer on request.
2. Shop Drawings. Westbrook will prepare shop drawings, as needed, based on information received from Buyer. Buyer or Buyer's agent, architect or engineer will submit shop drawings to Buyer for approval. Approval by Buyer's agent, architect or engineer is binding on Buyer.
3. Fabrication. Westbrook will begin manufacture or procurement of products only after receipt of approved shop drawings and a mutually agreed upon installation schedule. Unless otherwise noted herein or on the approved shop drawings, manufacture will be in accordance with standard industry practice.
4. Installation. When products are to be installed by Westbrook, installation will be in accordance with good, workmanlike practices. All reasonable efforts will be made to coordinate delivery and installation with Buyer's construction schedule. In the event vehicles and erection equipment must pass through areas where there are sidewalks, driveways, underground utilities, and the like, to reach the point of delivery, Westbrook will not be responsible for damage to or repair of such items, except where such damage is a direct result of negligence on the part of Westbrook's employees or agents.
5. Warranty. Westbrook guarantees to the Buyer that the products and services provided under this contract will be free of defects in materials and workmanship for a period of one (1) year from the date of installation and agrees to make any repairs or adjustments necessary due to faulty workmanship or materials at no charge to the Buyer. Westbrook's liability is limited to the cost of repair or replacement by Westbrook's own workmen and no claims for consequential damages by Buyer or others shall be made against Westbrook.
6. Delays. Westbrook will proceed expeditiously to manufacture or procure products required under the contract, but will not be liable for delays in delivery and/or completion of or damage to the work contracted for where such delays or damage are caused by an act, neglect or default of Buyer, owner, architect, or other subcontractor, or by strikes, labor disputes, embargoes, acts of God, accidents, fire, inclement weather, theft, vandalism or any casualty or other contingencies beyond Westbrook's control. In case of such delays, the agreed time for delivery or completion of the work shall be extended for a period equivalent to the time lost by reason of such delays.



Project Agreement

Date:

3/20/24

Proposal Number:

0

BUYER'S RESPONSIBILITIES

By accepting this Proposal, Buyer agrees as follows:

1. Information. Buyer shall furnish Westbrook with the following information

- (A) Credit information requested by Westbrook including name of construction lender. Information to be delivered within 3 days of request. Failure to provide satisfactory credit information shall constitute grounds for Westbrook's cancellation of this Contract.
- (B) Copy of Notice of Commencement and legal description of property.
- (C) Copy of payment and performance bond.
- (D) Certificate of insurance including appropriate builder's risk coverage.
- (E) Sufficient information for preparation of shop drawings. Buyer guarantees such information to be correct and accurate.

2. Approvals. Buyer shall approve shop drawings and/or submittals in sufficient time for Westbrook to commence manufacture or procurement in time to meet installation schedule. Buyer has responsibility for coordinating shop drawings with all other trades. Approval of shop drawings by Buyer or his agent or the owner's agent, architect or engineer constitutes Buyer's agreement to pay for all products provided in accordance with approved shop drawings. When approved by Buyer, shop drawings shall be considered to be the correct interpretation of the work to be performed under this proposal.

3. Site Conditions. Buyer shall provide suitable and safe site conditions for delivery and/or installation including (a) removal of all obstacles such as utility lines and poles, trees, stored materials and the like as required by Westbrook, and (b) stabilize the site if necessary so that vehicles and equipment can be positioned under their own power. Buyer agrees to pay for any damage to Westbrook's vehicles and equipment at the job site from any cause whatsoever, except for the negligence of Westbrook's employees or agents. Once materials have been installed or stored on site, the buyer shall bear any loss or damage of same caused by fire, natural causes, Acts of God, theft, vandalism or otherwise.

4. Interface. Buyer shall be responsible for adequacy of all electrical power and other utilities that interface with Westbrook's work. Buyer is responsible for assuring that all beams, walls or other construction performed by others is true and level and adequate to safely support the dead and live loads resulting from Westbrook's installation. Buyer is responsible for assuring that all dimensions that he provides or causes to be provided are accurate. Any adjustment or remanufacture resulting from failure to properly interface shall constitute an extra charge for which Buyer agrees to pay.



Project Agreement

Date:**3/20/24****Proposal Number:****0**

5. Acceptance. Before proceeding with subsequent construction, Buyer shall promptly advise Westbrook of any exceptions, claims or objections with regard to the acceptability of Westbrook's products and/or services and give Westbrook full opportunity to investigate before the work is covered up. If Westbrook agrees with the claim or objections, Westbrook shall have the option of replacing or repairing the defect with its own workmen within a reasonable time prior to Buyer proceeding with related construction. If no notice of exception, claim or objection is received before Buyer performs subsequent work, Westbrook is not liable for removal or repair of related work required to repair any defects in Westbrook's products or installation unless the defect was not detectable at the time of construction. Unless agreed to in writing in advance by Westbrook, no back charge shall be allowed and Buyer shall not withhold monies due Westbrook under this or any other contract unless Westbrook refuses to repair or replace products as required by this Contract. Any repair or replacement undertaken without first giving Westbrook reasonable time to do the same is done at Buyer's own expense and risk and no back charge shall be made against Westbrook for such work and Westbrook is relieved of all warranty obligations. Buyer's claims and exceptions are waived unless made in writing within five days from the date of delivery or before the next stage of construction commences, whichever occurs first. Westbrook is not responsible for products handled, damaged or installed or modified by others.

6. Delivery. Buyer agrees to accept delivery of products in accordance with the installation schedule as stated above. If Buyer does not accept product as scheduled, Westbrook can demand that Buyer accept delivery within 60 days. If Buyer thereafter fails to accept delivery, Westbrook can cancel the remaining portion of this Contract and be paid by Buyer for all design work, products manufactured, stored or installed to the date of termination, including storage charges.

DESIGN RESPONSIBILITY

1. Buyer's Designs. If the Buyer provides or specifies design of the products to be provided, Westbrook will provide and or install them in accordance with the Buyer's designs and specifications. Under those circumstances, Westbrook assumes no responsibility for adequacy, accuracy or sufficiency of the design and Westbrook's warranty is limited to the production and installation of the products in accordance with those designs. Overall responsibility for design and coordination of interface between Westbrook's installation and other work shall be the responsibility of the Buyer.

2. Westbrook's Design. Products designed by Westbrook will be designed in accordance with standard industry practice and applicable governmental codes. When the products are used with other products, Westbrook's responsibility is limited only to its own products or supplied goods.

3. Shop Drawings. Buyer acknowledges that approved shop drawings supersede design drawings. Buyer's acceptance and payment for products in conformance with the approved shop drawings waives all claims for design flaws or problems.

PAYMENT

1. Progress Payments. Westbrook shall submit draw request on the 25th of each month projecting work in place and materials stored through the end of the month. Buyer agrees to pay by the 10th of the month at Westbrook's corporate offices at 1411 S. Orange Blossom Trail, Orlando, FL. 32805, for all products and services provided during the previous month and stored materials regardless of whether Buyer has received payments from others.

2. Stored Materials. Products manufactured in accordance with this contract and stored in a suitable location will be included in the monthly draw request as "stored materials". Buyer agrees to pay storage charges as billed for storage required due to delays in the construction schedule not caused by Westbrook. Title to stored materials does not transfer to Buyer until full payment is made.



Project Agreement

Date:

3/20/24

Proposal Number:

0

3. Extras and Change Orders. The Buyer may order additional work at any time, for which Buyer agrees to pay (in addition to the contract price) Westbrook's regular price for time and material, unless a different price is agreed upon. Westbrook shall receive written orders for all additional work or changes signed by Buyer or his Agent prior to commencing with said extra work or changes. Said change or extra work shall then become a part of this contract as if it had been included originally and the contract amount had been adjusted accordingly. All patching, furring, redecorating and painting shall be the responsibility of the Buyer and at the Buyer's expense unless otherwise specified on the face of this contract. If electrical wiring or any other items required to complete the work specified in this contract are to be furnished by Buyer, the same shall be done to Westbrook's specifications. Any expense to Westbrook resulting from the work of others on the job shall be added to the contract price after due notification to the Buyer.

4. Service Charge. If payment is not received when due, an interest charge of 1 1/2% per month of the unpaid balance will be added to the contract amount.

5. Final Payment. Final payment of the entire unpaid balance of the contract amount shall be paid by the 10th of the month following completion of Westbrook's work in accordance with the contract documents. Final payment is due regardless of whether Buyer has received final payment from others.

6. Title. Buyer agrees that the title to all materials, fixtures and equipment covered by this contract remains solely with Westbrook until the entire purchase price has been paid in full and that said items should remain personalty and not fixtures or part of the realty. In the event payments are not made according to the terms of this contract, Buyer agrees that Westbrook shall have the right to come on premises and remove it without committing a trespass or incurring liability for restoration. If the Buyer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within forty-eight (48) hours after date of such disposal.

CANCELLATION

1. Cancellation by Westbrook. Westbrook may terminate this Contract upon 7 days written notice to buyer (a) if no installation schedule can be agreed upon within 30 days after Westbrook's receipt of approved shop drawings, or (b) if work does not proceed for a period of 60 days due to no fault of Westbrook, or (c) if Buyer has not made payment as required by the Contract, or (d) if Buyer is refusing to accept delivery of products within the time frame set forth in this Contract and installation schedule. In the event of such termination, Buyer shall pay Westbrook for all work performed and all products manufactured and installed and the like, as well as any losses resulting from the stoppage of the work including the reasonable profit and overhead anticipated to have been made by Westbrook under this entire Contract. The foregoing does not prejudice any other remedies Westbrook might have against the Buyer or Westbrook's rights under applicable bonds or mechanic's liens statutes.

2. Cancellation by Buyer. If Westbrook fails to commence delivery or installation of the products ordered under this Contract within 30 days of either (a) written notice from the Buyer to proceed or (b) the mutually agreed upon installation schedule, Buyer may terminate this Contract upon the payment to Westbrook for all products previously manufactured, stored and/or installed. In such event, Buyer shall accept delivery of all stored materials within 30 days of termination for storage at the job site. Payment for such stored materials shall be deemed full acceptance thereof by Buyer. Under these circumstances, Buyer is not obligated to pay Westbrook for its anticipated profit or overhead on uncompleted portions of this Contract. The foregoing are Buyer's exclusive remedies under this Contract.

CLAIMS AND ARBITRATION

1. Claims. All claims, disputes or questions arising out of this Contract for any claimed breach hereof shall be decided by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise.



YOUR TOTAL SERVICE SOLUTION

RESIDENTIAL • COMMERCIAL • CONSTRUCTION

 ELECTRICAL PLUMBING AIR CONDITIONING GAS

Project Agreement

Date:3/20/24

Proposal Number:0

2. Award. The award entered by the arbitrators shall be final and non-appealable. Judgment may be entered upon the award in accordance with applicable laws in any court having jurisdiction thereof.
3. Bond and Lien Claims. This provision shall not be deemed to limit Westbrook's rights or remedies in connection with any labor and material payment bonds or performance bonds or any rights or remedies under the Florida mechanic's lien law unless Westbrook has expressly waived such rights and remedies. This arbitration provision relates only to claims or disputes between Buyer and Westbrook.
4. Attorneys Fees and Costs. In the event of arbitration or court action, the prevailing party shall be entitled to recover their reasonable attorney's fees, court costs, arbitration fees and the like for both the arbitration and court proceedings, including any appellate actions.
5. Venue. All action to enforce or interpret this Proposal and Contract, whether by arbitration or judicial proceeding, shall be brought in Orange County, Florida.
6. Indemnification. Buyer agrees to indemnify and hold Westbrook harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of the Buyer under this Contract. Westbrook agrees to indemnify and hold Buyer harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of Westbrook under this Contract.

END



Project Agreement

Date:

5/7/25

Proposal Number:

SR 425-11

By and Between

Westbrook Service Company, LLC

Leesburg Resource Center

1411 South Orange Blossom Trail

1041 C

Orlando, FL 32805

Leesburg, FL 34748

Phone # (407) 841-3310

(203) 257-8114

Fax # (407) 425-9934

-

Services will be provided at the following location(s):

Leesburg Resource Center

1041 C

Leesburg, FL 34748

Westbrook Service Company, LLC shall perform according to the terms and conditions on the pages attached hereinafter referred to as the "Project Agreement"

Type of Service: Replace Existing 12.5 Ton Carrier/Greenheck System with 12.5 Ton Carrier/iAire Split System.

PRICE: \$97,718.70 (TAX AND FREIGHT INCLUDED FOR ALL MATERIAL AND EQUIPMENT)

Invoicing and Payment Terms: Progressive billing

This proposal is valid for 30 days

This proposal and the pages attached shall become a contract only upon signature below in space titled "Approved for Westbrook Service Corporation and upon continuance of credit approval by Westbrook Service Corporation. No waiver, change, or modification of any terms or conditions on this agreement shall be binding on Westbrook Service Corporation unless made in writing and signed by an officer or authorized manager of Westbrook Service Corporation.

Westbrook Service Company, LLC

Leesburg Resource Center

By: Steve Robinson

By: _____

Title: Account Executive

Title: _____

Date: 5/7/2025

Approved for Westbrook Service Company, LLC

Date: _____

Signature: _____



Project Agreement

Date:

5/7/25

Proposal Number:

SR 425-11

SCOPE OF WORK

1. Recover refrigerant and dispose of according to EPA guidelines.
2. Disconnect electrical, piping and ductwork from existing equipment.
3. Remove existing equipment and set new equipment in same locations.
4. Remove and replace copper refrigerant lines between indoor and outdoor units.
5. Connect existing ductwork, electrical and new piping to new equipment.
6. Pressure test system before evacuating to 500 microns.
7. Startup system per manufacturer specifications and check for proper operation.
8. Clean up all debris and remove from site.

* 1 year warranty on materials and workmanship provided by Westbrook.

** 5 year warranty on compressor parts provided by Manufacturer; Carrier/iAire.

*** Priced using FIRST shift hours Monday-Friday; holidays and weekends excluded

**** Should Materials and/or Equipment prices increase due to tariffs, we may need to adjust pricing to reflect these increased costs.

Exclusions:

- Engineering drawings of any kind
- Repairs for any existing code violations (added cost to be submitted at later date if found by AHJ)
- DDC controls
- Roof patching and/or waterproofing
- Drywall patch and/or repair
- Removal, replacement, repair, and/or reinstallation of ceiling systems
- Clearing, snaking, and/or jetting of plumbing systems (unless otherwise noted above)
- Breaker, conduit, circuit or wire
- Alarm work: fire, smoke, and/or burglar
- Fire suppression
- Stucco, concrete or block work
- Replacement of any utilities or system components unless otherwise stated above
- Consequential, liquidated, and/or punitive damages

**Please note, an additional fee of 3% will be added to the total bid price if credit card payment is requested to be used at the completion of scope of work noted above.



Project Agreement

Date:

3/20/24

Proposal Number:

0

TERMS AND CONDITIONS

Acceptance: This proposal becomes a binding Contract when signed by an authorized agent of the Buyer, returned to Westbrook within 30 days of the date of the proposal and then signed by an Officer of Westbrook. If Buyer issues a purchase order or contract on his own form, it must include the same price, terms and conditions as contained herein. Conditions not incorporated in this contract will not be recognized and no oral representations or agreements shall be binding upon Westbrook unless stated in writing in this Contract. This Contract contains all terms and agreement between the parties. Typed provision governs over printed provisions.

WESTBROOK'S RESPONSIBILITIES

Once both parties have signed this Proposal, Westbrook's obligations shall be as follows:

1. General. Westbrook will comply with federal, state and local tax laws, as well as all laws related to social security, unemployment compensation, worker's compensation and O.S.H.A, to the extent applicable to this Contract. Westbrook will maintain public liability and property damage insurance as is reasonably necessary. Certificates of insurance will be provided to Buyer on request.
2. Shop Drawings. Westbrook will prepare shop drawings, as needed, based on information received from Buyer. Buyer or Buyer's agent, architect or engineer will submit shop drawings to Buyer for approval. Approval by Buyer's agent, architect or engineer is binding on Buyer.
3. Fabrication. Westbrook will begin manufacture or procurement of products only after receipt of approved shop drawings and a mutually agreed upon installation schedule. Unless otherwise noted herein or on the approved shop drawings, manufacture will be in accordance with standard industry practice.
4. Installation. When products are to be installed by Westbrook, installation will be in accordance with good, workmanlike practices. All reasonable efforts will be made to coordinate delivery and installation with Buyer's construction schedule. In the event vehicles and erection equipment must pass through areas where there are sidewalks, driveways, underground utilities, and the like, to reach the point of delivery, Westbrook will not be responsible for damage to or repair of such items, except where such damage is a direct result of negligence on the part of Westbrook's employees or agents.
5. Warranty. Westbrook guarantees to the Buyer that the products and services provided under this contract will be free of defects in materials and workmanship for a period of one (1) year from the date of installation and agrees to make any repairs or adjustments necessary due to faulty workmanship or materials at no charge to the Buyer. Westbrook's liability is limited to the cost of repair or replacement by Westbrook's own workmen and no claims for consequential damages by Buyer or others shall be made against Westbrook.
6. Delays. Westbrook will proceed expeditiously to manufacture or procure products required under the contract, but will not be liable for delays in delivery and/or completion of or damage to the work contracted for where such delays or damage are caused by an act, neglect or default of Buyer, owner, architect, or other subcontractor, or by strikes, labor disputes, embargoes, acts of God, accidents, fire, inclement weather, theft, vandalism or any casualty or other contingencies beyond Westbrook's control. In case of such delays, the agreed time for delivery or completion of the work shall be extended for a period equivalent to the time lost by reason of such delays.



Project Agreement

Date:

3/20/24

Proposal Number:

0

BUYER'S RESPONSIBILITIES

By accepting this Proposal, Buyer agrees as follows:

1. Information. Buyer shall furnish Westbrook with the following information

(A) Credit information requested by Westbrook including name of construction lender. Information to be delivered within 3 days of request. Failure to provide satisfactory credit information shall constitute grounds for Westbrook's cancellation of this Contract.

(B) Copy of Notice of Commencement and legal description of property.

(C) Copy of payment and performance bond.

(D) Certificate of insurance including appropriate builder's risk coverage.

(E) Sufficient information for preparation of shop drawings. Buyer guarantees such information to be correct and accurate.

2. Approvals. Buyer shall approve shop drawings and/or submittals in sufficient time for Westbrook to commence manufacture or procurement in time to meet installation schedule. Buyer has responsibility for coordinating shop drawings with all other trades. Approval of shop drawings by Buyer or his agent or the owner's agent, architect or engineer constitutes Buyer's agreement to pay for all products provided in accordance with approved shop drawings. When approved by Buyer, shop drawings shall be considered to be the correct interpretation of the work to be performed under this proposal.

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4. Interface. Buyer shall be responsible for adequacy of all electrical power and other utilities that interface with Westbrook's work. Buyer is responsible for assuring that all beams, walls or other construction performed by others is true and level and adequate to safely support the dead and live loads resulting from Westbrook's installation. Buyer is responsible for assuring that all dimensions that he provides or causes to be provided are accurate. Any adjustment or remanufacture resulting from failure to properly interface shall constitute an extra charge for which Buyer agrees to pay.



Project Agreement

Date:

3/20/24

Proposal Number:

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5. Acceptance. Before proceeding with subsequent construction, Buyer shall promptly advise Westbrook of any exceptions, claims or objections with regard to the acceptability of Westbrook's products and/or services and give Westbrook full opportunity to investigate before the work is covered up. If Westbrook agrees with the claim or objections, Westbrook shall have the option of replacing or repairing the defect with its own workmen within a reasonable time prior to Buyer proceeding with related construction. If no notice of exception, claim or objection is received before Buyer performs subsequent work, Westbrook is not liable for removal or repair of related work required to repair any defects in Westbrook's products or installation unless the defect was not detectable at the time of construction. Unless agreed to in writing in advance by Westbrook, no back charge shall be allowed and Buyer shall not withhold monies due Westbrook under this or any other contract unless Westbrook refuses to repair or replace products as required by this Contract. Any repair or replacement undertaken without first giving Westbrook reasonable time to do the same is done at Buyer's own expense and risk and no back charge shall be made against Westbrook for such work and Westbrook is relieved of all warranty obligations. Buyer's claims and exceptions are waived unless made in writing within five days from the date of delivery or before the next stage of construction commences, whichever occurs first. Westbrook is not responsible for products handled, damaged or installed or modified by others.

6. Delivery. Buyer agrees to accept delivery of products in accordance with the installation schedule as stated above. If Buyer does not accept product as scheduled, Westbrook can demand that Buyer accept delivery within 60 days. If Buyer thereafter fails to accept delivery, Westbrook can cancel the remaining portion of this Contract and be paid by Buyer for all design work, products manufactured, stored or installed to the date of termination, including storage charges.

DESIGN RESPONSIBILITY

1. Buyer's Designs. If the Buyer provides or specifies design of the products to be provided, Westbrook will provide and or install them in accordance with the Buyer's designs and specifications. Under those circumstances, Westbrook assumes no responsibility for adequacy, accuracy or sufficiency of the design and Westbrook's warranty is limited to the production and installation of the products in accordance with those designs. Overall responsibility for design and coordination of interface between Westbrook's installation and other work shall be the responsibility of the Buyer.

2. Westbrook's Design. Products designed by Westbrook will be designed in accordance with standard industry practice and applicable governmental codes. When the products are used with other products, Westbrook's responsibility is limited only to its own products or supplied goods.

3. Shop Drawings. Buyer acknowledges that approved shop drawings supersede design drawings. Buyer's acceptance and payment for products in conformance with the approved shop drawings waives all claims for design flaws or problems.

PAYMENT

1. Progress Payments. Westbrook shall submit draw request on the 25th of each month projecting work in place and materials stored through the end of the month. Buyer agrees to pay by the 10th of the month at Westbrook's corporate offices at 1411 S. Orange Blossom Trail, Orlando, FL. 32805, for all products and services provided during the previous month and stored materials regardless of whether Buyer has received payments from others.

2. Stored Materials. Products manufactured in accordance with this contract and stored in a suitable location will be included in the monthly draw request as "stored materials". Buyer agrees to pay storage charges as billed for storage required due to delays in the construction schedule not caused by Westbrook. Title to stored materials does not transfer to Buyer until full payment is made.



Project Agreement

Date:

3/20/24

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3. Extras and Change Orders. The Buyer may order additional work at any time, for which Buyer agrees to pay (in addition to the contract price) Westbrook's regular price for time and material, unless a different price is agreed upon. Westbrook shall receive written orders for all additional work or changes signed by Buyer or his Agent prior to commencing with said extra work or changes. Said change or extra work shall then become a part of this contract as if it had been included originally and the contract amount had been adjusted accordingly. All patching, furring, redecorating and painting shall be the responsibility of the Buyer and at the Buyer's expense unless otherwise specified on the face of this contract. If electrical wiring or any other items required to complete the work specified in this contract are to be furnished by Buyer, the same shall be done to Westbrook's specifications. Any expense to Westbrook resulting from the work of others on the job shall be added to the contract price after due notification to the Buyer.

4. Service Charge. If payment is not received when due, an interest charge of 1 1/2% per month of the unpaid balance will be added to the contract amount.

5. Final Payment. Final payment of the entire unpaid balance of the contract amount shall be paid by the 10th of the month following completion of Westbrook's work in accordance with the contract documents. Final payment is due regardless of whether Buyer has received final payment from others.

6. Title. Buyer agrees that the title to all materials, fixtures and equipment covered by this contract remains solely with Westbrook until the entire purchase price has been paid in full and that said items should remain personalty and not fixtures or part of the realty. In the event payments are not made according to the terms of this contract, Buyer agrees that Westbrook shall have the right to come on premises and remove it without committing a trespass or incurring liability for restoration. If the Buyer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within forty-eight (48) hours after date of such disposal.

CANCELLATION

1. Cancellation by Westbrook. Westbrook may terminate this Contract upon 7 days written notice to buyer (a) if no installation schedule can be agreed upon within 30 days after Westbrook's receipt of approved shop drawings, or (b) if work does not proceed for a period of 60 days due to no fault of Westbrook, or (c) if Buyer has not made payment as required by the Contract, or (d) if Buyer is refusing to accept delivery of products within the time frame set forth in this Contract and installation schedule. In the event of such termination, Buyer shall pay Westbrook for all work performed and all products manufactured and installed and the like, as well as any losses resulting from the stoppage of the work including the reasonable profit and overhead anticipated to have been made by Westbrook under this entire Contract. The foregoing does not prejudice any other remedies Westbrook might have against the Buyer or Westbrook's rights under applicable bonds or mechanic's liens statutes.

2. Cancellation by Buyer. If Westbrook fails to commence delivery or installation of the products ordered under this Contract within 30 days of either (a) written notice from the Buyer to proceed or (b) the mutually agreed upon installation schedule, Buyer may terminate this Contract upon the payment to Westbrook for all products previously manufactured, stored and/or installed. In such event, Buyer shall accept delivery of all stored materials within 30 days of termination for storage at the job site. Payment for such stored materials shall be deemed full acceptance thereof by Buyer. Under these circumstances, Buyer is not obligated to pay Westbrook for its anticipated profit or overhead on uncompleted portions of this Contract. The foregoing are Buyer's exclusive remedies under this Contract.

CLAIMS AND ARBITRATION

1. Claims. All claims, disputes or questions arising out of this Contract for any claimed breach hereof shall be decided by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise.



Westbrook
YOUR TOTAL SERVICE SOLUTION

RESIDENTIAL • COMMERCIAL • CONSTRUCTION

 ELECTRICAL PLUMBING AIR CONDITIONING GAS

Project Agreement

Date:3/20/24

Proposal Number:0

2. Award. The award entered by the arbitrators shall be final and non-appealable. Judgment may be entered upon the award in accordance with applicable laws in any court having jurisdiction thereof.
3. Bond and Lien Claims. This provision shall not be deemed to limit Westbrook's rights or remedies in connection with any labor and material payment bonds or performance bonds or any rights or remedies under the Florida mechanic's lien law unless Westbrook has expressly waived such rights and remedies. This arbitration provision relates only to claims or disputes between Buyer and Westbrook.
4. Attorneys Fees and Costs. In the event of arbitration or court action, the prevailing party shall be entitled to recover their reasonable attorney's fees, court costs, arbitration fees and the like for both the arbitration and court proceedings, including any appellate actions.
5. Venue. All action to enforce or interpret this Proposal and Contract, whether by arbitration or judicial proceeding, shall be brought in Orange County, Florida.
6. Indemnification. Buyer agrees to indemnify and hold Westbrook harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of the Buyer under this Contract. Westbrook agrees to indemnify and hold Buyer harmless with respect to all claims and losses, including attorney's fees, arising out of an act or omission, which was the responsibility of Westbrook under this Contract.

END

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: June 23, 2025

From: Joseph Mera, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Fire Department to apply for, and if awarded, accept the Firehouse Subs Public Safety Grant, for an amount not to exceed \$45,000, for the purchase of rescue and extrication equipment; and providing an effective date.

Staff Recommendation:

Staffs recommends applying and accepting, if awarded, the Firehouse Subs Public Safety Grant for the purchase of rescue / extrication equipment.

Analysis:

The purpose of this grant is to purchase rescue/extrication equipment to be used to remove victims of automobile accidents that are trapped in vehicles.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the Firehouse Subs Public Safety Grant for the purchase of rescue/extrication tools; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This is a 100% grant funded by the Firehouse Subs Public Safety Foundation. If the grant is awarded, a budget adjustment will be processed to add these funds to the current budget.

Account No. 001-0000-337-2200

Project No. FHSUBS

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG FIRE DEPARTMENT TO APPLY FOR, AND IF AWARDED, ACCEPT THE FIREHOUSE SUBS PUBLIC SAFETY GRANT, FOR AN AMOUNT NOT TO EXCEED \$45,000, FOR THE PURCHASE OF RESCUE AND EXTRICATION EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the City of Leesburg Fire Department to apply for and accept, if awarded, a Firehouse Subs Public Safety Grant for the purchase of rescue / extrication tools.

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 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: June 23, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Salvador Salazar Rosado, joined by Raudel Torres; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Salvador Salazar Rosado, and Joinder and Consent to Utility Easement from Raudel Torres.

Analysis:

Salvador Salazar Rosado is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM SALVADOR SALAZAR ROSADO,
JOINED BY RAUDEL TORRES; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Salvador Salazar Rosado, joined by Raudel Torres, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted by **SALVADOR SALAZAR ROSADO**, whose mailing address is 2207 Hutchinson Ave., Leesburg, FL 34748 ("**GRANTOR**,"), to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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

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

condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

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

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

WITNESSES:

GRANTOR:

SALVADOR SALAZAR ROSADO

Tessa Hibbard
Signature

[Signature]

Tessa Hibbard
Printed Name

515 W main St., Leesburg
Address FL 34748

[Signature]
Signature

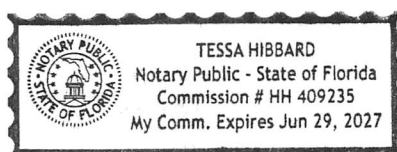
Ranisha Cleveland
Printed Name

515 W Main St Leesburg FL
Address 34748

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of June, 2024 by SALVADOR SALAZAR ROSADO, who is ☐ personally known to me or ☒ who produced the following identification:

Tessa Hibbard
Notary Public Signature



JOINDER AND CONSENT TO UTILITY EASEMENT

RAUDEL TORRES, whose address is 5937 Windsong Oak Drive, Leesburg, FL 34748, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **SALVADOR SALAZAR ROSADO** and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage and Security Agreement executed on December 30, 2022, and recorded on January 3, 2023, in Official Records Book 6074, Page 924, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Tessa Hibbard
Printed Name: _____
Address: _____

RAUDEL TORRES

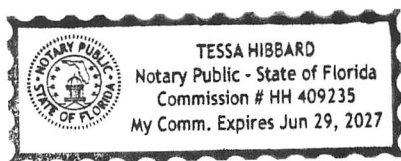
Rauel Torres

Ranisha Cleveland
Printed Name: Ranisha Cleveland
Address: 515 W Main St Leesburg FL 34748

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 2 day of June, 2023, by **RAUDEL TORRES**, who is _____ personally known or produced FL DL as identification.

(Seal)



Tessa Hibbard
Notary Public Signature

Sketch of Description

Legal Description:

UTILITY EASEMENT:

BEGIN AT A POINT 405 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 07°53'46" WEST, A DISTANCE OF 235.90 FEET TO THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 44 (MAIN STREET) AND A POINT ON A CURVE; SAID CURVE BEING CONCAVE SOUTHWESTERLY, RUNNING SOUTHEASTERLY, WITH AN ANGLE OF 11°50'43" AND A RADIUS OF 1482.69 FEET WITH A CHORD BEARING OF SOUTH 70°48'11" EAST AND A DISTANCE OF 305.98 FEET; RUN THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 306.53 FEET; THENCE NORTH 00°19'00" EAST, A DISTANCE OF 330.96 FEET TO THE NORTH LINE OF SAID SECTION; THENCE RUN NORTH 89°15'50" WEST, A DISTANCE OF 258.41 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

LESS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN EAST 405 FEET; THENCE RUN SOUTH 40°41'12" EAST A DISTANCE OF 6.67 FEET TO THE POINT OF BEGINNING;

THENCE RUN PARALLEL TO THE NORTH LINE OF NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27-19-24, SOUTH 89°15'50" EAST A DISTANCE OF 249.03 FEET; THENCE RUN SOUTH 00°19'00" WEST, A DISTANCE OF 312.71 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, RUNNING NORTHWESTERLY, WITH AN ANGLE OF 11°18'01" AND A RADIUS OF 1492.69 FEET WITH A CHORD BEARING OF NORTH 70°55'08" WEST AND A DISTANCE OF 293.92 FEET; RUN ALONG SAID CURVE A DISTANCE OF 294.40 FEET THENCE RUN NORTH 07°53'46" EAST A DISTANCE OF 221.91 FEET, TO THE POINT OF BEGINNING.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 05/15/24
Drawn By: JTP
Approved By: PKI
Field: N/A

Sketch and Description Certified To:

Senatore, Inc.

-Legend-			
C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
W	- Wood Fence		

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

-Notes-

- >Sketch is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Fence Ownership is NOT determined.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
Patrick K. Ireland, P.S.M. 6637 LB 7623
Date Signed: 05/15/24

This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-130482

Sketch of Description

Point of Commencement
NW corner
of the NE 1/4 of the NW 1/4
Section 27-19-24

Point of Beginning

Parcel Id No.:
221924000300017000

N 89°15'50" W 258.41'

North Line of the NE 1/4 of the NW 1/4 of Section 27-19-24

S 89°15'50" E 249.03'

5' Utility Easement

Point of Beginning
(Less)

Cypress Oaks Community LTD
Alternate Key No. 3815864

Parcel Id No.:
271924000200000800

S 07°53'46" W 235.90'

N 07°53'46" E 221.91'

5' Utility Easement

Parcel ID:
27-19-24-0002-000-14800

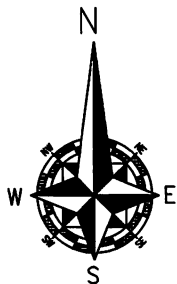
Parcel Id No.:
221924000300035000

N 00°19'00" E 330.96'

5' Utility Easement

S 00°19'00" W 312.71'

Parcel Id No.:
271924000200000600



NOT to Scale

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

L-1
S 40°41'12" E 6.67'

C1
R=1482.69'
Δ=11°50'43"
L=306.53'
Chord Bearing
N 70°48'11" W 305.98'

C2
R = 1492.69'
Δ = 11°18'01"
L = 294.40'
Chord Bearing=
S 70°55'08" E 293.92'

File No. IS-130482

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: June 23, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing a Revised Highway Maintenance Agreement with FDOT for maintenance of US 441 and US 27 right of way in Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends authorizing a revised highway maintenance agreement with FDOT for maintenance responsibilities of the US 441 right of way from CR 473 to MLK Boulevard and the US 27 right of way from Griffin Road to CR 48.

Analysis:

The City entered into a Highway Maintenance Agreement with FDOT on January 14th, 2019. The term of the agreement was three years with a single three-year renewal option. That agreement has expired, and this agreement will take the place of the expired agreement. The agreement delegates the right of way maintenance responsibility of US 441 and US 27 from FDOT to the City for a reimbursable fee. The reimbursable fee does not cover the entire cost to maintain the right of way to the higher standards of the City, but does supplement the general fund for this expense.

Since enhancing the appearance of our main corridors has been a high priority over the last several years, the addition of aesthetically pleasing landscape throughout the right of way and medians on US 441 and US 27 requires increased maintenance than FDOT provides. Through this agreement, the City is able to provide a higher level of maintenance and get reimbursed by FDOT for the level of service FDOT would provide, thereby utilizing those funds in a more beneficial manner.

Since approval of the maintenance agreement by the City of Leesburg on March 24, 2025, by Resolution 12,003, FDOT has found a calculation error requiring a revised contract. The correct amount of this agreement to the city is \$184,640.00.

Procurement Analysis:

N/A

Options:

1. Execute the Highway Maintenance Agreement Renewal with FDOT, or;

2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The General Fund revenue from this agreement will be increased to \$184,640 annually for the duration of the term from the previous approved agreement of \$111,058.

Account No. 001-0000-334-7311

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEEBURG,
FLORIDA AUTHORIZING A REVISED HIGHWAY MAINTENANCE
AGREEMENT WITH FDOT FOR MAINTENANCE OF US 441 AND US 27
RIGHT OF WAY IN LEESBURG; 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 Revised highway maintenance agreement with the Florida Department of Transportation, whose address is 1405 Thomas Avenue, Leesburg, Florida 34748, for maintenance of US 441 and US 27 right of way in Leesburg. (Contract No. AT054 / Financial Project No. 423113-1-78-03)

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 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT054

FINANCIAL PROJECT NO.: 423113-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Leesburg, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)" - The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$46,160.00 per quarter, equating to \$184,640.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Ellen Wheeler. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager-Contracts & Permits

Name: Ellen Wheeler

Address: 1405 Thomas Ave, Leesburg 34748

Telephone: 352-326-7742

Email: ellen.wheeler@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Deputy Director Public Works

Name: Neil Gaines

Address: 550 South 14th Street, Leesburg 34748

Telephone: 352-728-9786 Ext. 3211

Email: neil.gaines@leesburgflorida.gov

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.

- a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
- c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
- d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
- e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
11010-000	44/500	From: Sumter Co. Line To: CR 468/SR 44, M.P. 0.000 - 2.365	2.365 miles
11010-000	44/500	From: 702' South of Nichols DR. To: 480' South of CR 473, M.P. 6.313 - 11.795	5.482 miles
11010-047	500/44	From: SR 25/US 27 To: 702' South of Nichols DR., M.P. 0.091 - 2.463	2.372 miles
11200-000	25	From: CR 48 (N. side of Intersection) To: CR 33, M.P. 32.655 - 33.710	1.055 miles
11040-000	25	From: CR 33 To: City of Fruitland Park Limits, M.P. 0.000 - 5.851	5.851 miles
11040-100	25/500	From: SR 25/US 27 (gore area) To: SR 500/US 441 (gore area at triangle), M.P. 0.000 - 0.234	0.234 miles
11002-000	44	From: SR 25/US 27 (E. side of Intersection) To: SR 500/US 441, M.P. 2.292 - 4.514	2.222 miles

FDOT Ponds & Properties are also included within these section #'s as part of the
FDOT R/W limits under this contract & units of measure

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
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FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT054

FINANCIAL PROJECT NO.: 423113-1-78-03

This AGREEMENT, entered this 24th day of March, 2025, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Leesburg, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution 12,003 dated the 24th day of March, 2025 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

CONTRACT NO.: **AT054**

FINANCIAL PROJECT NO.: **423113-1-78-03**

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)" - The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$27,765.00 per quarter, equating to \$111,058.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Ellen Wheeler. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager-Contracts & Permits

Name: Ellen Wheeler

Address: 1405 Thomas Ave, Leesburg 34748

Telephone: 352-326-7742

Email: ellen.wheeler@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Deputy Director Public Works

Name: Neil Gaines

Address: 550 South 14th Street, Leesburg 34748

Telephone: 352-728-9786 Ext. 3211

Email: neil.gaines@leesburgflorida.gov

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The remainder of this page is intentionally left blank

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Alan Reisman, Mayor
Printed Name & Title

Attest: _____

J. Andi Purvis, City Clerk
Printed Name & Title

Legal Approval: _____

Grant Watson, City Attorney

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
11010-000	44/500	From: Sumter Co. Line To: CR 468/SR 44, M.P. 0.000 - 2.365	2.365 miles
11010-000	44/500	From: 702' South of Nichols DR. To: 480' South of CR 473, M.P. 6.313 - 11.795	5.482 miles
11010-047	500/44	From: SR 25/US 27 To: 702' South of Nichols DR., M.P. 0.091 - 2.463	2.372 miles
11200-000	25	From: CR 48 (N. side of Intersection) To: CR 33, M.P. 32.655 - 33.710	1.055 miles
11040-000	25	From: CR 33 To: City of Fruitland Park Limits, M.P. 0.000 - 5.851	5.851 miles
11040-100	25/500	From: SR 25/US 27 (gore area) To: SR 500/US 441 (gore area at triangle), M.P. 0.000 - 0.234	0.234 miles
11002-000	44	From: SR 25/US 27 (E. side of Intersection) To: SR 500/US 441, M.P. 2.292 - 4.514	2.222 miles

FDOT Ponds & Properties are also included within these section #'s as part of the
FDOT R/W limits under this contract & units of measure

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
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RESOLUTION NO. 12,003

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEEBURG,
FLORIDA AUTHORIZING A HIGHWAY MAINTENANCE AGREEMENT
WITH FDOT FOR MAINTENANCE OF US 441 AND US 27 RIGHT OF WAY IN
LEESBURG; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a highway maintenance agreement with the Florida Department of Transportation, whose address is 1405 Thomas Avenue, Leesburg, Florida 34748, for maintenance of US 441 and US 27 right of way in Leesburg.

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 24th day of March 2025.



Mayor

ATTEST:



City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: June 23, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Burgland LH Sleepy Hollow LLC., regarding electric service to a development known as Sunnyside Reserve; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the resolution authorizing the Mayor and City Clerk to execute an electric service agreement between the City of Leesburg and Burgland LH Sleepy Hollow LLC.

Analysis:

The City of Leesburg will provide electric service to Burgland LH Sleepy Hollow LLC, for the development known as Sunnyside Reserve, located on Sunnyside Drive. The development will consist of 27 metered units; there is no required make-ready work or line extension needed to serve the development. The City will receive \$19,688.00 in CIAC funds. The owner will present the City with a bond in the amount of \$128,744.00 which will be credited within 4 years from the date of the agreement on a per-unit basis as the homes are built.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A budget adjustment will be processed to add \$128,744 to the current Electric Capital Projects budget. The City will receive \$19,688 from the developer, the remaining \$109,056 will come from available Electric Cash reserves.

Account No. 041-1099-531-xxxx
Project No. 410002, 410004, 410010
WF No. WF1595344

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN ELECTRIC SERVICE AGREEMENT BETWEEN THE CITY OF
LEESBURG AND BURGLAND LH SLEEPY HOLLOW LLC., REGARDING
ELECTRIC SERVICE TO A DEVELOPMENT KNOWN AS SUNNYSIDE
RESERVE; 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 electric service agreement between the City of Leesburg and Burgland LH Sleepy Hollow LLC., regarding providing electric service for the development known as Sunnyside Reserve.

THAT this resolution shall take effect 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 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

ELECTRIC SERVICE AGREEMENT

THIS ELECTRICAL SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025 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, ("City"), and **Burgland LH Sleepy Hollow LLC**, a Florida limited liability company ("Owner") located at 1810 W Kennedy Blvd, Ste 232, Tampa, FL, 33606, sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current property owner of the following real property located in Leesburg, Florida. (the "Property"):

See **Exhibit "A"** attached hereto

Parcel Identification Number(s): 1507162, 1207240

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City of Leesburg, Florida, for "Sunnyside Reserve" (the "Development"); and

WHEREAS, the Owner has requested the City of Leesburg, Florida, Electric Department to design the electric distribution facilities for the above-mentioned Development (the "Project"); and

WHEREAS, Section 25-474 Installation of Electric Distribution System, of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner be responsible for charges identified; and

WHEREAS, the City of Leesburg, Florida, will estimate the Project's four (4)-year projected revenue based on when the Owner anticipates home construction to commence and at what monthly completion rate; and

WHEREAS, Section 25-450 Utility Easements, of the Code of Ordinances of the City of Leesburg, Florida, requires utility easements to be dedicated in the final plat of subdivisions, or granted to the City prior to installation of electric utilities; and

WHEREAS, Section 1E of the Charges in Aid to Construction Policies ("CIAC"), of the Leesburg Electric Service Planning Design Manual of the City of Leesburg, Florida, requires that Owner be responsible for line extension charges and "make ready" work (as defined herein) identified; and

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 and install electric distribution lines, which shall include the installation of the primary and secondary facilities, including transformers needed to serve the Development. A map of the Development is attached hereto as **Exhibit "B"** and by reference is made a part hereof.
2. The Development will have 26 residential lots. There will be 1 lift station electric service. There will be a total of 27 electric meters in the Project.

3. Underground Residential Distribution system-The City has created an estimate for an underground distribution design with the Owner's contractors installing the conduit per City requirements. The estimated cost is **\$149,432.00**. The Owner will be installing the conduit, secondary boxes, and transformer pads per the City requirements and material provided by the City. The City has created an estimate for overhead electric distribution construction. The estimated overhead (OH) cost is **\$128,744.00**. The Owner is obligated to pay the cost difference between the underground electric distribution design and the overhead electric distribution design, if any.
4. Line Extension- This Project does not require a line extension.
5. Estimated Project Revenues-The City has estimated the 4-year projected revenue for this development to be **\$149,526.74**. The total cost of the project (estimated Overhead costs plus the Line Extension costs) is **\$128,744.00**. The difference between the estimated revenue and the cost of the project is **\$20,782.74.00**. Since the projected revenue is larger than the cost of the subdivision, the owner will not owe any additional funds.
6. "Make Ready Work"-This Project does not require any "Make Ready Work".
7. The Owner has not requested the installation of rental lights and will be installing their own solar lighting to be maintained by the Development ("HOA"). This Project does not require any additional conduit installation for lights.
8. The Owner shall provide the City with a check in the amount of the following:
 - a. The cost difference between Overhead and Underground Distribution. **\$20,688.00**
 - b. The estimated 4 year revenue shortage
(OH Costs Plus Line Extension minus revenue). **\$0.00**
 - c. The Estimated cost of the Make Ready Work. **\$0.00**
 - d. The Estimated cost of light conduit installation. **\$0.00**
 - e. The design fee credit paid at the pre-design meeting. **\$-1,000.00**
 - f. **Total amount CIAC due.** **\$19,688.00**

Payment shall be received within 14 days of the approval of this Agreement by the City Commission and prior to any installation of electric distribution.

9. The City has estimated the pricing described herein to the best of its ability. If the cost to install the underground distribution, Make Ready Work or line extension exceeds the estimated costs as outlined in Section 3 and Section 8a through 8f of this Agreement, the Owner will be responsible for the difference in the actual cost and the estimated costs. Likewise, if the actual costs are less than estimated costs as outlined in Section 3 and Section 8a through 8f of this Agreement, the City will reimburse the Owner. This adjustment will take place within ninety (90) days of the Project being completed by the City. Notifications will be sent to the Owner.
10. The Owner will provide a check in the amount of **\$128,744.00**, the **reimbursable** cost of the overhead distribution design made out to the City of Leesburg within 14 days of approval of this Agreement by the City Commission. The Owner will be refunded at a rate of **\$4,768.30** per meter, as each meter is set and accumulates 1,850 kWh energy use within the four (4)-year period described below.
11. The Owner has four (4) years from the date of this signed Agreement in which to complete the build-out of the Development. Build-out is the completion of **26** homes and **1** additional

service for a total of 27 meters. Each meter must reach 1,850 kwh and be in the homeowner, Utility provider or the HOA's account. Any Owner funds not reimbursed at the end of the four (4)-year term will be forfeited to the City. Upon petition submitted to the City Clerk by the Owner, not later than sixty (60) days prior to the expiration of the four (4)-year deadline to draw on the payment, establishing to the satisfaction of the City Commission, in its discretion, that conditions beyond the control of the Owner, delayed the requirements for reimbursement, the City Commission may extend the deadline for up to, but not more than, two (2) additional years, or such shorter time as the City Commission deems appropriate.

12. The City shall connect, when requested, individual residential services to each home within the Development at an additional cost. The home builder shall install all underground electric services from the meter can to the City designated Point of service. The home builder shall install the service to meet the City's current requirements of service installation. The City shall ensure that such service is provided as the same rates and on the same terms as those provided to other electric customers of the City within a comparable service area. The Parties understand that any and all service connections, meter charges and impact fees shall be paid by the residential customers at the time service is installed to the home.
13. The Owner will be responsible for the installation of non-residential service(s) to the point of service determined by the City of Leesburg, Florida.
14. The Owner shall grant to the City all easements needed to install, operate, maintain, repair and replace the electric distribution infrastructure on the Property, including minimum five-foot (5') side lot easements and ten feet (10') along all roadways, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of installing, operating, maintaining, repairing and replacing the electric distribution system.
15. The City of Leesburg's Electric Department requires that all areas to be at or near final grade before installation of any electric utilities. All property corners and lot lines shall be staked prior to installation. Staking shall also include final grade. Additional surveying by the Owner may be required for the installation of the electric distribution. The Owner's contractors will maintain proper clearances from all electric facilities. All road crossings will be installed prior to stabilized base. Any crossings not installed prior to this, will be installed by directional bore and the Owner shall bear the total cost. These and any other additional costs shall be paid before the electric distribution facilities are energized.
16. Owner agrees to pay any and all reasonable cost 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 judgement entered in favor of the City of Leesburg, Florida, and in any proceedings in receivership, bankruptcy or insolvency.
17. If the 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 electric distribution infrastructure in the Development, may discontinue installation and may terminate this Agreement.
18. 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 the state court of competent jurisdiction in Lake County, Florida.

19. 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 with the four corners of this Agreement.
20. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City, which shall not be unreasonably withheld. 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.
21. 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.
22. 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: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

OWNER: Burgland LH Sleepy Hollow, LLC

BY: _____
Printed Name: Franciscus Bombeeck

Title: MGR

Exhibit A

Sleepy Hollow Legal Description:

PARCEL 1

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County Florida. Less the West 40 feet thereof.

PARCEL 2

The East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County Florida.

Also Less and Except the South 15 feet of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 25 East, Lake County Florida. As to Parcels 1 and 2.

Detail by Entity Name

Florida Limited Liability Company
BURGLAND LH SLEEPY HOLLOW LLC

Filing Information

Document Number	L24000184151
FEI/EIN Number	99-2665273
Date Filed	04/18/2024
Effective Date	04/15/2024
State	FL
Status	ACTIVE

Principal Address

1810 W KENNEDY BLVD
232
TAMPA, FL 33606

Mailing Address

1810 W KENNEDY BLVD
232
TAMPA, FL 33606

Registered Agent Name & Address

MUSCA, DAN
2445 TAMPA RD
SUITE I
PALM HARBOR, FL 34683

Authorized Person(s) Detail

Name & Address

Title MGR

BOMBEECK, FRANCISCUS
1810 W KENNEDY BLVD SUITE 232
TAMPA, FL 33606

Title MGR

LEE, JASON MONROE
14934 OLD HIGHWAY US441
TAVARES, FL 32778

Annual Reports

Report Year	Filed Date
2025	02/27/2025



WF1595344

Printed on: 2/5/2025

Job Description:
New Residential Subdivision

Comments:
Install underground electric distribution lines and equipment for new residential subdivision. Install new primary riser pole. Hook up customer wire and set 3PH meter for Lift Station service. 200-AMP, 120/240V (OD), 3-Phase Service.

Customer:
Burgland Capital LLC - Jason Lee

Work Site:

Sunnyside Reserve Subdivision

Feeder, Substation, and Cross Street:

L167//East/Sleepy Hollow RD

— INSTALL
— REMOVE
— REPLACE
— TRANSFER

DOT PERMIT#: None

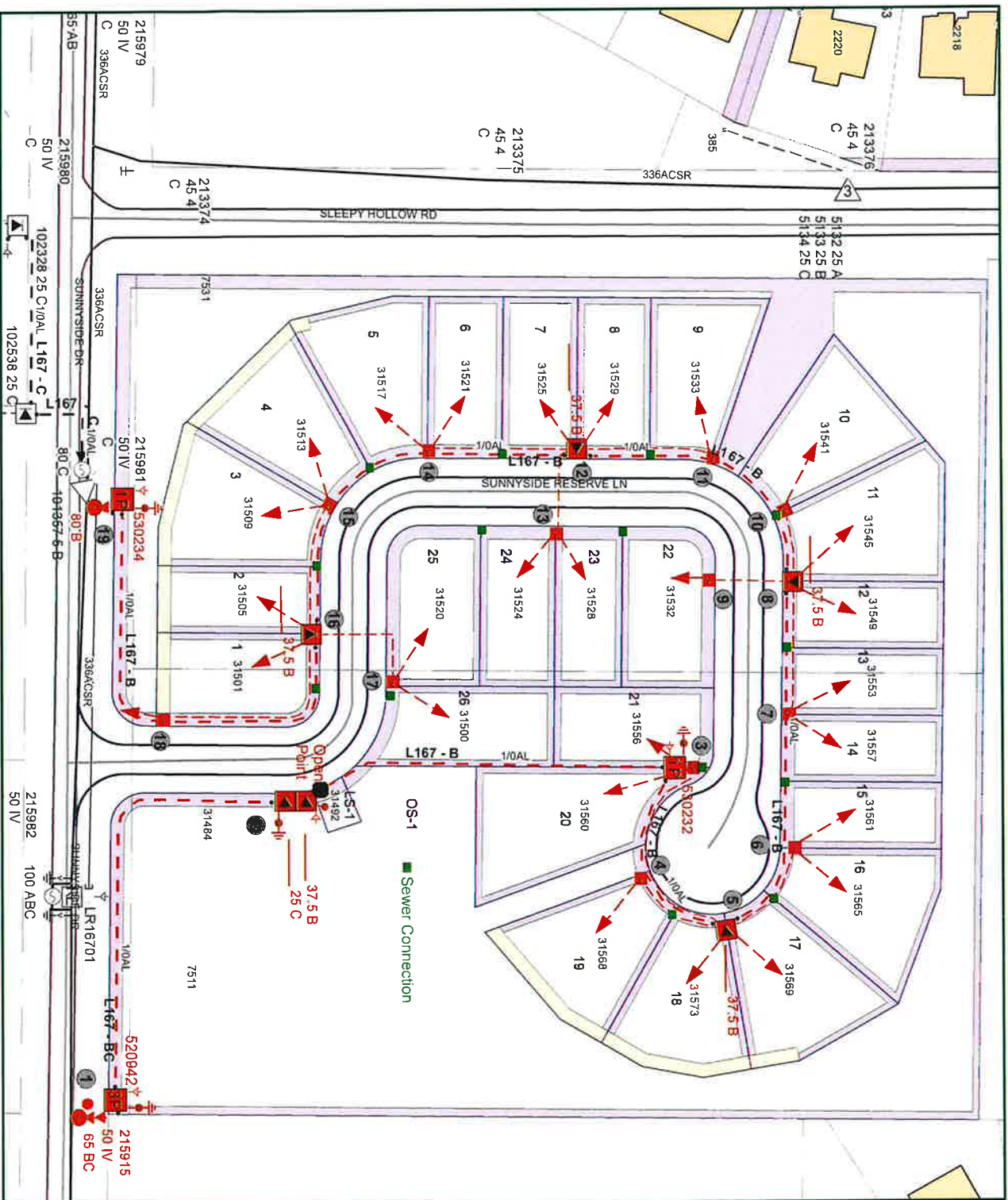
COUNTY PERMIT#: None

Soc Positive Response # 800-852-8057
Leesburg Operations # 352-128-9630

Soc # _____
Start Date: _____ Update By: _____

Soc # _____
Start Date: _____ Update By: _____

Engineer: Thomas



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: June 23, 2025

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 Cedar Landings LP, regarding natural gas service to the development known as Blue Cedar Phase 2; 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 Cedar Landings LP.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Cedar Landings LP, for the development known as Blue Cedar Phase 2, located east of US Highway 27 and south of the Florida Turnpike. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in at least 80% of 76 units. The estimated cost of infrastructure, which will be fully funded by the developer, is \$187,367.40.

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 \$187,367.40 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

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
CEDAR LANDINGS LP, REGARDING NATURAL GAS SERVICE TO THE
DEVELOPMENT KNOWN AS BLUE CEDAR PHASE 2; 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 Cedar Landings LP, regarding providing natural gas service to the development known as Blue Cedar Phase 2.

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 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 Cedar Landings LP, 921 N. Pennsylvania Avenue, Winter Park, Florida 32789 (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): 07-21-25-003-0000-3100 (Portion of), 18-21-25-001-0000-0300
(Portion of)

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Blue Cedar Phase 2" (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 (76) 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 One Hundred Eighty Seven Thousand Three Hundred Sixty Seven dollars and Forty cents (\$187,367.40). 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: _____

Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY: 
Authorized Representative of Developer

Print Name: Corey Hadas

Title: MANAGER
Schedule "A"

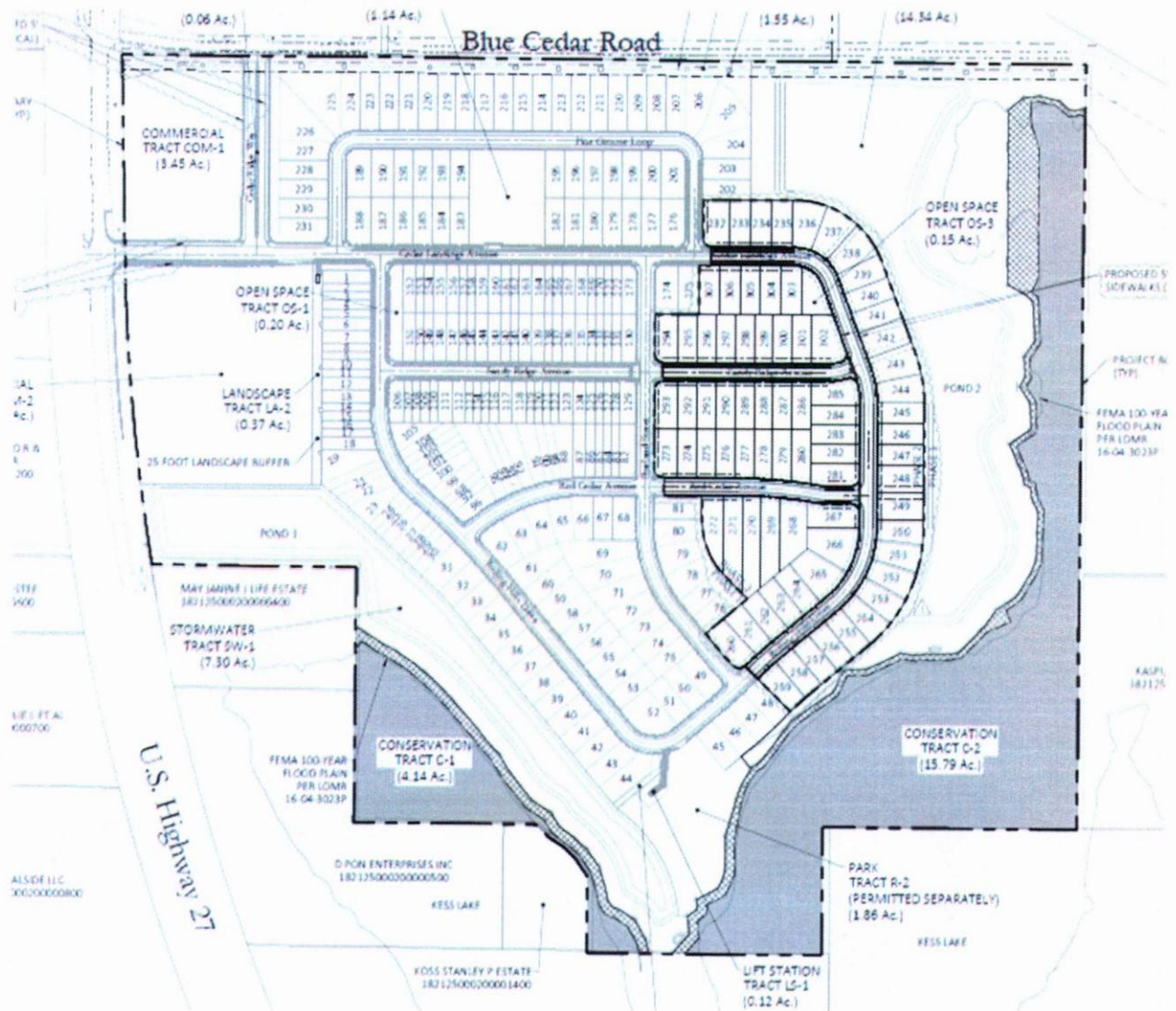
Legal Description (Phase 2)

PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF GOVERNMENT LOT 4, EAST OF U.S. HIGHWAY 27, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTH 3/4 OF THE EAST 1/4 OF GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, N89°38'45"W ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18 FOR 425.17 FEET TO THE POINT OF BEGINNING (SAID POINT BEING ON A NON TANGENT CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 395.00 FEET); THENCE DEPARTING SAID NORTH LINE, FROM A RADIAL LINE WHICH BEARS S72°42'07"E, SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°01'12" FOR A DISTANCE OF 227.64 FEET TO THE POINT OF TANGENCY; THENCE S50°19'05"W FOR 186.54 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 859.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'08" FOR A DISTANCE OF 81.24 FEET TO A POINT OF NON TANGENT; THENCE N45°08'03"W FOR 120.00 FEET; THENCE N45°28'02"W FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE FROM A RADIAL LINE WHICH BEARS S45°07'07"E, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°23'52" FOR A DISTANCE OF 31.55 FEET TO THE POINT OF TANGENCY; THENCE N44°43'15"W FOR 31.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°02'20" FOR A DISTANCE OF 8.60 FEET TO THE POINT OF TANGENCY; THENCE N39°40'55"W FOR 73.72 FEET; THENCE N50°19'05"E FOR 141.04 FEET; THENCE N45°15'19"W FOR 88.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°15'16" FOR A DISTANCE OF 157.97 FEET TO THE POINT OF TANGENCY; THENCE N00°00'00"E FOR 81.07 FEET; THENCE S90°00'00"W FOR 100.00 FEET; THENCE N00°00'00"E FOR 50.00 FEET; THENCE S90°00'00"W FOR 5.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N00°00'00"E FOR 210.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 31.42 FEET TO A POINT OF NON TANGENT; THENCE N00°00'00"E FOR 50.00 FEET TO A POINT ON A NON TANGENT CIRCULAR CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE FROM A RADIAL LINE WHICH BEARS S00°00'00"E, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N00°00'00"E FOR 210.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 31.42 FEET TO A POINT OF NON TANGENT; THENCE N00°00'00"E FOR 50.00 FEET; THENCE S90°00'00"W FOR 5.36 FEET; THENCE N00°00'00"E FOR 125.00 FEET; THENCE N90°00'00"W FOR 362.46 FEET; THENCE N00°00'00"E FOR 105.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N90°00'00"E FOR 21.52 FEET; THENCE N00°00'00"E FOR 50.00 FEET; THENCE S90°00'00"W FOR 17.26 FEET; THENCE N00°00'00"E FOR 149.24 FEET; THENCE S89°38'48"E FOR 470.62 FEET; THENCE S53°41'30"E FOR 67.71 FEET; THENCE S36°40'05"E FOR 81.00 FEET; THENCE S00°00'00"W FOR 220.00 FEET; THENCE S60°00'00"E FOR 114.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 245.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°26'54" FOR A DISTANCE OF 298.97 FEET TO THE POINT OF TANGENCY; THENCE S20°33'08"E FOR 245.11 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 395.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°33'08" FOR A DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY; THENCE S00°00'00"W FOR 323.15 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 395.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°17'53" FOR A DISTANCE OF 119.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.77 ACRES, MORE OR LESS.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: June 23, 2025

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 Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) to participate in the Non-Motorized Traffic Monitoring Program in order to collect and maintain statistically valid bicycle and pedestrian volume on the Lee-Wild Trail; and provide an effective date.

Staff Recommendation:

Staff recommends authorization of a Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) to participate in a Non-Motorized Traffic Monitoring Program.

Analysis:

FDOT's Non-Motorized Data Collection Coordinator, Mr. Jotan Borms, reached out to staff as he identified two locations on the Lee-Wild Trail data gaps for the annual legislative report on the SUN Trail Network (STN). FDOT's Transportation Data and Analytics Office needs to provide specific criteria as Active Transportation volumes, usage, direction on all existing segments of the STN. In order to accomplish this they would like to install and maintain a permanent bicycle/pedestrian counter at the intersections of the Lee-Wild Trail and Lee Street and CR 468. The counters will be installed within the City of Leesburg's right-of-way thus requiring the agreement.

Procurement Analysis:

N/A

Options:

1. Execute the Memorandum of Agreement with FDOT to participate in the Non-Motorized Traffic Monitoring Program; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO PARTICIPATE IN THE NON-MOTORIZED TRAFFIC MONITORING PROGRAM IN ORDER TO COLLECT AND MAINTAIN STATISTICALLY VALID BICYCLE AND PEDESTRIAN VOLUME ON THE LEE-WILD TRAIL; AND PROVIDE 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 the State of Florida, Department of Transportation District Five, whose address is 719 South Woodland Boulevard, Deland, Florida 32720-6834 for participation in the Non-Motorized Traffic Monitoring Program in order to collect and maintain statistically valid bicycle and pedestrian volume on the Lee-Wild Trail.

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 23rd day of June, 2025.

Mayor

ATTEST:

City Clerk

**FDOT Non-Motorized Traffic Monitoring Program
Continuous Counting Hardware (or Permanent Count)**

Memorandum of Agreement

This Memorandum of Agreement, hereinafter referred to as the “Agreement” is made and entered into on the last date executed below, by and between the Florida Department of Transportation, an agency of the State of Florida, hereinafter referred to as the “Department”, and City of Leesburg, hereinafter referred to as the “Partnering Agency”. The Department and the Partnering Agency are collectively referred to as the “Parties,” each being a “Party.”

RECITALS:

- A. WHEREAS, the Department developed a statewide Non-Motorized Traffic Monitoring Program (the “Program”) with the purpose of collecting and maintaining a statistically valid bicycle and pedestrian volume data that would allow the Department to calculate the statistics for annual publication to serve all Department’s data customers and partner agencies;
- B. WHEREAS, the data obtained from the Program may be used for various types of analyses such as planning, designing, and programming facilities, pavement, and trail maintenance, and as a result, the Department seeks to continue expanding said Program;
- C. WHEREAS, Partnering Agency benefits from the installation of a non-motorized continuous counter system (“Counter System”) in its right-of-way and this would expedite the advancement of the Program;
- D. WHEREAS, Partnering Agency seeks and has agreed to participate in the Program by assuming certain responsibilities in the manner and to the extent set forth in this Agreement;
- E. WHEREAS, the Department is authorized under Section 334.044, Florida Statutes, to enter into contracts and agreements.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the Parties agree as follows:

1. GENERAL PROVISIONS

- 1.1. The Department shall be responsible for administering all work performed under this Agreement and for complying with the terms of this Agreement. The Department may select any vendor with which it has established agreements or contracts and who is qualified and approved to perform the work described in this Agreement.
- 1.2. The Department will provide technical oversight to the Partnering Agency, which may include but is not limited to, determining final site location for the project and advising in the selection of the Counter System to be installed. Partnering Agency must provide a primary contact for the project to the Department upon signing this Agreement.

- 1.3. The Department will ensure the installation of the Counter System is performed by the Department's selected vendor in accordance with the Counter System manufacturer's instructions and applicable federal and state guidelines.
- 1.4. The Parties agree that the provisions of this Agreement will be applicable to the installation of a second Counter System, if any.
- 1.5. Any amendments to this Agreement or its terms will be agreed upon in writing by the Parties prior to being implemented.

2. SCOPE OF PROJECT

- 2.1. This partnership includes agreement upon distributed responsibilities between the Department and the Partnering Agency. The Department will acquire the equipment and will coordinate the installation of the equipment at the project site located at **Leesburg to Wildwood Trail at Lee St** (28.814819, -81.880403); **Leesburg to Wildwood Trail at CR 468** (28.820226, -81.915975). The equipment, during its Useful Life as defined in section 4 of this Agreement, will detect and record non-motorized traffic 24 hours a day, 365 days a year.
- 2.2. At the end of its Useful Life, the Department will coordinate to replace or remove the Counter System following consultation with the Partnering Agency and in line with the priorities of the Program.

3. ROLES AND RESPONSIBILITIES

- 3.1. The Partnering Agency agrees to:
 - 3.1.1. Approve Counter System installation location.
 - 3.1.2. Coordinate with the Department or with Department's selected vendor to schedule the date for Counter System installation.
- 3.2. The Department agrees to:
 - 3.2.1. Provide the Counter System equipment for the project, which consists of a safe fire infrared device and inductive loops and have it available on the project site for installation purposes within reasonable time of execution of this Agreement.
 - 3.2.2. Locate Utilities, if necessary, for Counter System installation.
 - 3.2.3. Conduct Counter System field test prior to field deployment.
 - 3.2.4. Test for environmental interference with Counter System.
 - 3.2.5. Determine final Counter System location.
 - 3.2.6. Provide Counter System installation through its selected vendor.
 - 3.2.7. Conduct site inspection and certification after installation.
 - 3.2.8. Provide routine Counter System maintenance which may include battery upkeep and replacement of Counter System parts such as solar panels, infrared sensor, piezoelectric sensors, batteries, etc.

4. USEFUL LIFE & TERM

- 4.1. The Useful Life of the Counter System is determined to be 3-5 years. This Agreement shall be for the length of the Useful Life.

5. MAINTENANCE

- 5.1. The Department and/or its agent, shall assume all maintenance responsibilities for the Counter System for its Useful Life.

- 5.2. Expected routine maintenance responsibilities may include battery replacement, removing obstructions or equipment hazards on or near the Counter System, and monitoring the security of the Counter System. Partnering Agency shall not perform any activities which may interfere with the Counter System's condition or functionality. Partnering Agency shall make its best efforts to ensure its agents, contractors, and subcontractors do not perform activities which may interfere with the Counter System's condition or functionality.
- 5.3. The Department will provide Partnering Agency access to the data collected by the Counter System during its Useful Life. This data will continue to be subject to the Department's formats and standards as defined by the Program.

6. TERMINATION

- 6.1. This Agreement is meant to work as an equal partnership and as such, both the Department and Partnering Agency are expected to comply with all the provisions of this Agreement. If at any time either Party demonstrates a material breach with the provisions on this Agreement, the Agreement may be terminated if the breaching party does not come into compliance within thirty (30) calendar days of the event causing the breach.
- 6.2. Either Party may unilaterally terminate this Agreement with a 30-day written notice of intent to terminate. In the event of termination, the Partnering Agency will receive all data collected up to the day of termination.

7. CHOICE OF LAW

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.

8. INDEMNIFICATION

- 8.1. To the extent provided by law, Partnering Agency shall indemnify, defend and hold harmless the Department, its officers, agents or employees, against any action, claim, loss, damage, cost, charge, or expense arising out of, relating to, or resulting from any act, error, omission, negligent or wrongful act(s) of Partnering Agency, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with this Agreement, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Partnering Agency's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Partnering Agency to indemnify the Department, its officers, agents or employees for any action, claim, loss, damage, cost, charge, or expense solely arising out of any act, error, omission, negligent or wrongful act(s) of the Department its officers, agents or employees in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below:

CITY OF LEESBURG

SIGNED BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

SIGNED BY: _____

TITLE: Transportation Data and Analytics Office Manager

DATE: _____

Legal Review: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: June 23, 2025

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 Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch - Spine Road Main; 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 Forestar Group, Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Forestar Group, Inc. for the development known as Orange Bend Ranch - Spine Road Main, located west of County Road 44 and north of Poe Street. This project is only for 4" main gas line extension to feed Orange Bend Pod 3 & 4 and future pods. The estimated cost of the infrastructure, which will be fully funded by the developer is \$48,858.24.

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 \$48,858.24 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

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
FORESTAR GROUP, INC., REGARDING NATURAL GAS SERVICE TO THE
DEVELOPMENT KNOWN AS ORANGE BEND RANCH - SPINE ROAD MAIN;
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 Cardiac Forestar Group, Inc., whose address is 1064 Greenwood Boulevard, Suite 200, Lake Mary, Florida 32746, regarding providing natural gas service to the development known as Orange Bend Ranch – Spine Road Main.

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 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 Forestar Group, Inc. 1064 Greenwood Blvd., Ste. 200 Lake Mary, Florida 32746 (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): 33-18-25-0001-000-00200

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Orange Bend Ranch – Spine Road Main (Orange Bend Blvd.)” (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 (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, 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 Forty Eight Thousand Eight Hundred and Fifty Eight dollars and Twenty Four cents (\$48,858.24). 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: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: Alex Madison

Title: Developer President

Schedule "A"

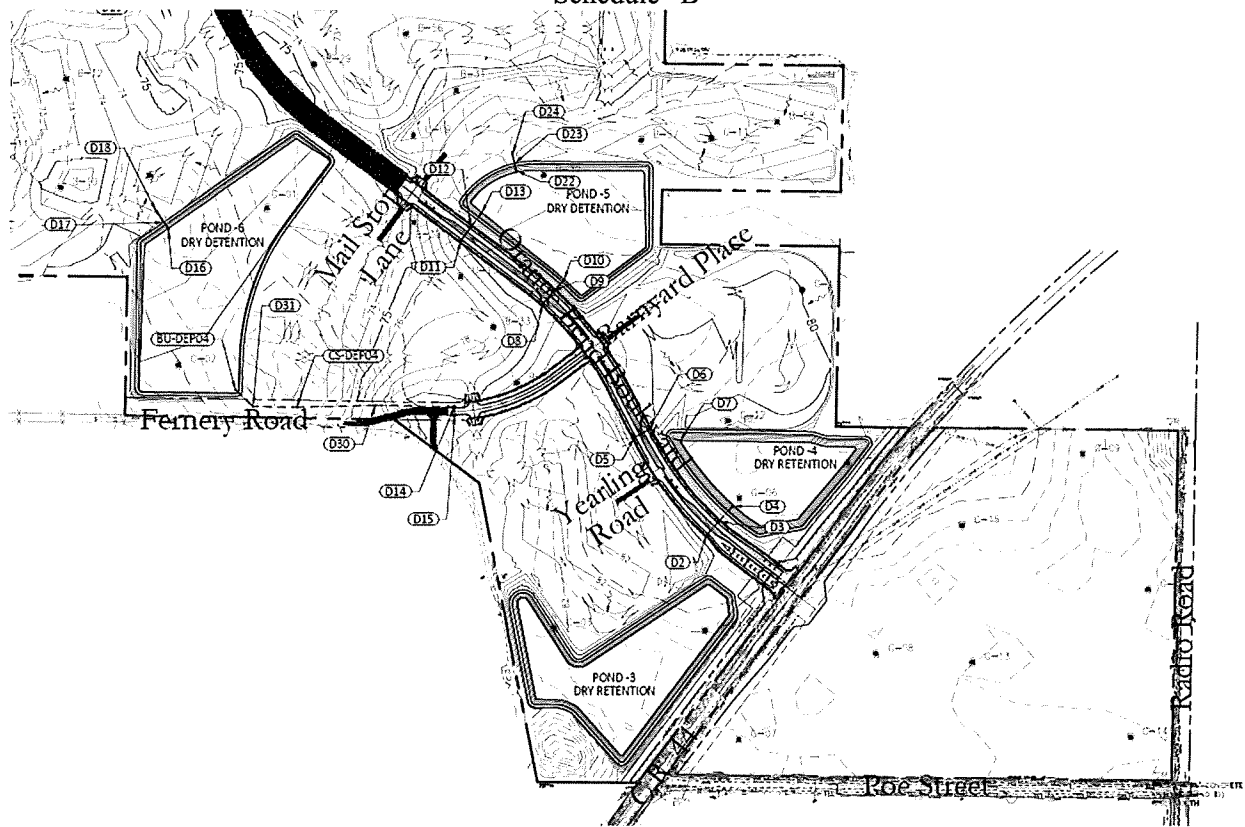
LEGAL DESCRIPTION:

A parcel of land being a portion of Section 3, Township 19 South, Range 25 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 3, Township 19 South, Range 25 East, Lake County, Florida; thence S00°34'56"W, along the West line of said Section 3, a distance of 1,357.39 feet; thence departing said West line, run S89°27'45"E, a distance of 665.33 feet; thence S00°30'09"W, a distance of 816.66 feet; thence S89°25'52"E, a distance of 666.47 feet; thence S00°34'02"W, to the South line of the Northwest ¼ of said Section 3, a distance of 511.62 feet; thence S89°08'22"E, along said South line, a distance of 1,000.93 feet to the Point of Beginning; thence continue S89°08'22"E, along said South line, a distance of 198.77 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 683.00 feet and a Central Angle of 04°33'41"; thence run Easterly along the Arc of said curve, a distance of 54.37 feet (Chord Bearing = N88°34'48"E, Chord = 54.36 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 85°57'01"; thence Southeasterly along the arc, a distance of 37.50 feet, (Chord Bearing = S50°43'32"E, Chord = 34.08 feet) to a Point of Non-Tangency; thence N82°14'59"E, a distance of 50.00 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 85°57'01"; thence run Northeasterly along the arc of said curve, a distance of 37.50 feet (Chord Bearing = N35°13'29"E, Chord = 34.08 feet) to a Point of Reverse Curve, Concave to the Northwest, having a Radius of 683.00 feet and a Central Angle of 24°50'14"; thence Northeasterly along the arc, a distance of 296.08 feet, (Chord Bearing = N65°46'53"E, Chord = 293.76 feet) to a Point of Tangency; thence N53°21'46"E, a distance of 115.18 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 25.00 feet and a Central Angle of 92°55'45"; thence run Easterly along the Arc of said curve, a distance of 40.55 feet (Chord Bearing = S80°10'22"E, Chord = 36.25 feet) to a Point of Compound Curve, Concave to the Southwest, having a Radius of 1,160.00 feet and a Central Angle of 06°00'00"; thence Southeasterly along the arc, a distance of 121.48 feet, (Chord Bearing = S30°42'29"E, Chord = 121.42 feet) to a Point of Tangency; thence S27°42'29"E, a distance of 204.35 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,240.00 feet and a Central Angle of 02°48'08"; thence run Southeasterly along the Arc of said curve, a distance of 60.65 feet (Chord Bearing = S29°06'33"E, Chord = 60.64 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 87°03'17"; thence Southerly along the arc, a distance of 37.98 feet, (Chord Bearing = S13°01'01"W, Chord = 34.44 feet) to a Point of Non Tangency; thence S33°27'21"E, a distance of 80.00 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 25.00 feet and a Central Angle of 87°03'17"; thence run Easterly along the arc of said curve, a distance of 37.98 feet (Chord Bearing = S79°55'42"E, Chord = 34.44 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 1,240.00 feet and a Central Angle of 12°25'00"; thence Southeasterly along the arc, a distance of 268.73 feet, (Chord Bearing = S42°36'34"E, Chord = 268.20 feet) to a Point of Non Tangency; thence S39°02'12"E, a distance of 52.55 feet; thence S52°00'20"E, a distance of 35.49 feet; thence S52°49'09"E, a distance of 119.90 feet; thence S37°10'51"W, a distance of 87.50 feet; thence S52°49'09"E, a distance of 72.00 feet; thence S37°10'51"W, a distance of 811.50 feet; thence N89°25'32"W, a distance of 310.24 feet; thence N11°28'19"W, a distance of 1,127.60 feet; thence N53°43'33"W, a distance of 396.00 feet to the Point of Beginning.

Containing 23.05 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: June 23, 2025

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 Forestar Group, Inc., regarding natural gas service to the development known as Orange Bend Ranch Pods 3 & 4; 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 Forestar Group, Inc.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Forestar Group, Inc. for the development known as Orange Bend Ranch Pods 3 & 4, located west of County Road 44 and north of Poe Street. Pursuant to the terms of the Gas Service Agreement, owner will utilize natural gas in at least 80% of 109 units. The estimated cost of the infrastructure, which is fully funded by the developer is \$272,683.01.

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 \$272,683.01 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

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
FORESTAR GROUP, INC., REGARDING NATURAL GAS SERVICE TO THE
DEVELOPMENT KNOWN AS ORANGE BEND RANCH PODS 3 & 4; 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 Cardiac Forestar Group, Inc., whose address is 1064 Greenwood Boulevard, Suite 200, Lake Mary, Florida 32746, regarding providing natural gas service to the development known as Orange Bend Ranch Pods 3 & 4.

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 23rd day of June 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 Forestar Group, Inc. 1064 Greenwood Blvd., Ste. 200 Lake Mary, Florida 32746 (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): 33-18-25-0001-000-00200, 03-19-25-0100-000-00800

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Orange Bend Ranch – Pod 3&4” (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 (109) 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 Two Hundred and Seventy Two Thousand Six Hundred and Eight Three dollars and One cent (\$272,683.01). 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

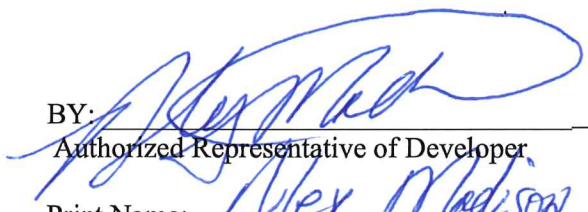
BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer

Print Name: Alex Madison

Title: Director President

Schedule "A"

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE EAST 660 FEET OF THE NORTH 855 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 IN SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA.

ALSO,

LOT 6 IN ORANGE BEND, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 35, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, AND BEGIN ON THE SOUTH SIDE OF RIGHT-OF-WAY OF A.C.L.R.R. 230 FEET EAST OF THE NORTHWEST CORNER OF NE 1/4, SEC. 3, TP. 19 S, R. 25 E, RUN THENCE SOUTHWESTERLY ALONG DRAINAGE DITCH TO THE WEST LINE OF SAID NE 1/4, THENCE RUN SOUTH 692 FEET, THENCE RUN EAST 660 FEET, THENCE RUN NORTH 821.5 FEET TO THE RIGHT-OF-WAY OF A.C.L.R.R., THENCE RUN WESTERLY ALONG SAID RIGHT-OF-WAY 435 FEET TO POINT OF BEGINNING, AND THE WEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:

BEGIN ON THE EAST LINE OF W 1/2 OF NW 1/4 OF NE 1/4, SEC. 3, TP. 19 S, R. 25 E, AT A POINT 821.5 FEET SOUTH OF THE RIGHT-OF-WAY OF A.C.L.R., RUN THENCE SOUTH TO THE SOUTHEAST CORNER OF SW 1/4 OF NW 1/4 OF NE 1/4, SAID SEC. 3, THENCE WEST 660 FEET, THENCE NORTH TO A POINT WEST OF THE POINT OF BEGINNING, THENCE EAST TO THE POINT OF BEGINNING.

THAT PART OF NW 1/4 OF NW 1/4 OF NE 1/4, SEC. 3, TP. 19 S, R. 25 E LYING NORTHWESTERLY OF DRAINAGE DITCH.

LOTS 1, 2, 3, 4, 5, 7, 9, 10, 11, 12, 13, 14, 15, AND 16, ACCORDING TO THE PLAT OF ORANGE BEND SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 35, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF SE 1/4 OF SW 1/4, SEC. 34, TP. 18 S, R. 25 E, RUN NORTH 1166 FEET, SOUTH 73°30' EAST 690 FEET, NORTH 660 FEET, NORTH 73°30' WEST 345 FEET, SOUTH 660 FEET, NORTH 73°30' WEST 345 FEET TO THE WEST LINE OF SAID SE 1/4 OF SW 1/4, THENCE NORTH 1474 FEET, THENCE EAST 1320 FEET, THENCE SOUTH 2640 FEET, THENCE WEST 365.5 FEET, THENCE NORTH 75 FEET, THENCE WEST 575 FEET, THENCE SOUTH 75 FEET, THENCE WEST 379.5 FEET TO THE POINT OF BEGINNING.

BEGIN AT THE NORTHEAST CORNER OF SW 1/4 OF NE 1/4, SEC. 3, TP. 19 S, R. 25 E, RUN WEST 899 FEET, THENCE SOUTH 517 FEET, THENCE WEST 890 FEET, MORE OR LESS, TO RIGHT-OF-WAY OF ROAD, THENCE SOUTHEASTERLY ALONG EASTERLY RIGHT-OF-WAY ROAD TO SOUTH LINE OF SE 1/4 OF NW 1/4, SAID SEC. 3, THENCE SOUTH 55°15' EAST 396 FEET, THENCE SOUTH ALONG RIGHT-OF-WAY 11°55' EAST 1127.6 FEET, MORE OR LESS, TO SOUTH LINE OF NW 1/4 OF SE 1/4, SAID SEC. 3, THENCE EAST TO SOUTHEAST CORNER OF NE 1/4 OF SE 1/4, SAID SEC. 3, THENCE NORTH 1320 FEET, THENCE WEST 1320 FEET, THENCE NORTH 660 FEET, THENCE WEST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 660 FEET, THENCE NORTH 482 FEET TO POINT OF BEGINNING.

PARCEL 4:

WEST 379.5 FEET OF NORTH 574.2 FEET OF NE 1/4 OF NW 1/4, SEC. 3, TP. 19 S, R. 25 E.

PARCEL 5:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE SAID EAST 1/2 OF THE SOUTHWEST 1/4, RUN THENCE NORTH 1166 FEET; THENCE SOUTH 73°30' EAST 345 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 73°30' EAST 345 FEET; THENCE NORTH 660 FEET; THENCE NORTH 73°30' WEST 345 FEET; THENCE SOUTH 660 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE WEST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD.

ALSO:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LESS THE RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD.

PARCEL 7:

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LYING SOUTH OF HAINES CREEK.

PARCEL 8:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA AND RUN THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33 A DISTANCE OF 1606.41 FEET; THENCE SOUTH 1114 FEET; THENCE NORTH 66° EAST 312.5 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 1651 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SECTION 33; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 677.5 FEET; THENCE NORTH 495 FEET; THENCE EAST 328.30 FEET TO A POINT THAT IS 323.25 FEET WEST OF THE EAST LINE OF SAID SECTION 33; THENCE SOUTH 495 FEET TO THE SOUTH LINE OF SAID SECTION 33; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 323.25 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD; ALSO, LESS AND EXCEPT THAT PART THEREOF LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT A CONCRETE MONUMENT SITUATE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 25 EAST, FOR A POINT OF COMMENCEMENT; RUN THENCE NORTH 89°51'00" EAST A DISTANCE OF 1328.90 FEET TO A POINT; RUN THENCE NORTH 0°13'50" WEST TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COAST LINE RAILROAD; RUN THENCE NORTHEASTERLY AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY TO A POINT WHICH IS NORTH 89°55'40" EAST A DISTANCE OF 73.6 FEET EASTERLY OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 25 EAST FOR THE POINT OF BEGINNING; RUN THENCE NORTH 0°12'15" WEST A DISTANCE OF 25 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD, THENCE CONTINUE NORTH 0°12'15" EAST A DISTANCE OF 100 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST; THENCE CONTINUE NORTH 0°12'15" EAST A DISTANCE OF 1988.50 FEET TO A POINT; THENCE RUN SOUTH 89°47'25" WEST 350 FEET, MORE OR LESS, TO THE REMAINS OF AN OLD FENCE SITUATE ON THE EASTERLY SIDE OF A DRAINAGE DITCH, BOTH SAID DRAINAGE DITCH AND OLD FENCE LINE BEING SHOWN ON THAT CERTAIN SURVEY, MADE BY CENTRAL FLORIDA SURVEYORS ORIGINALLY DONE MARCH 2, 1961, AS AMENDED, WHICH SAID SURVEY IS FILED WITH CHANCERY CASE NO. 19,983 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA; THENCE CONTINUE ALONG THE REMAINS OF SAID OLD FENCE IN A NORTH NORTH-WESTERLY DIRECTION 270 FEET, MORE OR LESS, TO THE EDGE OF MARSH, AS SHOWN ON SAID SURVEY; THENCE SOUTH 89°47'25" WEST A DISTANCE OF 20 FEET, THENCE NORTH 0°12'15" EAST A DISTANCE OF 360 FEET, MORE OR LESS, TO THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 9:

THE WEST 9.05 FEET OF THE EAST 651.55 FEET OF THE SOUTH 495 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA.

PARCEL 10:

THE WEST 319.25 FEET OF THE EAST 642.5 FEET OF THE SOUTH 495 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS RR R/W, ALL IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

TOGETHER WITH

LOT 8, ORANGE BEND, FILED FEBRUARY 16, 1887, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 35, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID LAND NOW LYING AND BEING IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 8.77 +/- acres; and being generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, 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. (Venice at Lake Harris ANNEX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 8.77 +/- acres. The Planning Commission recommended **denial** for the associated Small Scale Comprehensive Plan and SPUD (Small Planned Unit Development) cases at the public hearing held on April 28, 2025.

Analysis:

The applicant has submitted a request for annexation of approximately 8.77 +/- acres, generally located east of US Highway 27 and north of Magnolia Avenue, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to connect to city utilities and to develop under City Codes and requirements. The proposal on the property is for 26 attached single-family residential units and 21,000 square feet of commercial uses.

The property is surrounded by Lake County C-2 (Community Commercial District), R-6 (Urban Residential District), Lake County C-1 (Neighborhood Commercial); City of Leesburg SPUD (Small Planned Unit Development), and PUD (Planned Unit Development). As conditioned in the SPUD (Planned Unit Development) zoning case which is also on this agenda, negative impacts are mitigated for adjacent properties.

Also, on this City Commission agenda is a Small-Scale Comprehensive Plan Amendment, which along

with the Small Planned Unit Development Application, had a recommendation for approval from the staff, and a project recommendation for **denial** by the Planning Commission at the public hearing held on April 28, 2025. The main points of contention noted by the Planning Commission were wetlands impact and increased traffic.

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 8.77 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF US HIGHWAY 27 AND NORTH OF MAGNOLIA AVENUE, LYING IN SECTION 2, 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. (VENICE AT LAKE HARRIS ANNX)

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

Section 1.

Based upon the petition of Ruben Larrea, Managing Director, Atlantikos Group, 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 the 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION:

PARCEL (PARCEL ID: 02-20-24-0003-000-03400)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST (1/4) OF SECTION Z TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE SOUTHWEST (1/4), A DISTANCE OF 913 FEET; THENCE S 89°37'00" E.K. 1683.2 FEET; THENCE S 00° 00" W, 330.00 FEET TO A CONCRETE MONUMENT LABELED RLS1571 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING CONTINUE S 00°00' 00" W, 210.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 89° 37' 00" E 321.43 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 110.00 FEET TO A CONCRETE MONUMENT; THENCE S 89° 37' 00"- E, 25.20 FEET TO A CONCRETE MONUMENT; THENCE S 00° 23' 00" W, 200.00 AN IRON PIN LABELED LB707; THENCE N 89° 37' 00" W, 52.50 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 70.18 FEET TO A CONCRETE MONUMENT; THENCE N 89° 37'00" W, 82.00 FEET TO AN IRON PIN (NO NUMBER); THENCE S 00° 23' 00" W, 10.18 FEET TO AN IRON PIN (NO NUMBER), THENCE N 89°37'00" W, 300.00 FEET TO A CONCRETE MONUMENT; THENCE S 00° 05' 20" W, 130.00 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE S 00° 05' 20" W, 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY WATERS EDGE OF A CANAL AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURNED TO THE POINT OF BEGINNING AND RUN N 90°00' 00" W. 40.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 00°00'00" W, 70 FEET TO AN IRON PIN LABELED LB707; THENCE N 89°37'00" W, 150.00 FEET TO AN IRON PIN LABELED LB 707; THENCE S 00° 00' 00" W, 300.00 FEET TO AN IRON PIN LABELED LB 707; THENCE CONTINUES 00° 00' 00" , 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY ON THE WATERS EDGE OF A CANAL; THENCE EASTERLY ALONG AND WM SAID NORTHERLY WATERS EDGE OF A CANAL TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 2 (PARCEL ID NO. 02-20-24-0003-000-07700 AND 02-20-24-0003-000-03411)

FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH. RANGE 24 EAST, LAKE COUNTY. FLORIDA, THENCE RUN NORTH ALONG THE SECTION LINE 792 FEET; THENCE SOUTH 89°41'30" EAST 978.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; CONTINUE THENCE SOUTH 89°41'30" EAST 114.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 89°41'30" WEST 114.75 FEET: THENCE NORTH 25°26'10" WEST ALONG AFORESAID EASTERLY RIGHT OF WAY 522.39 FEET; THENCE SOUTH 89°37' EAST 249.03 FEET; THENCE NORTH 25°26'10" WEST 255.62 FEET; THENCE SOUTH 89°37' EAST 600 FEET; THENCE DUE SOUTH 475 FEET, MORE OR LESS, TO THE WATERS OF A CANAL; THENCE WESTERLY ALONG AND WITH THE WATERS OF SAID CANAL 470 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 17°47'10" WEST OF THE POINT OF BEGINNING; THENCE SOUTH 17°47'10" EAST 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

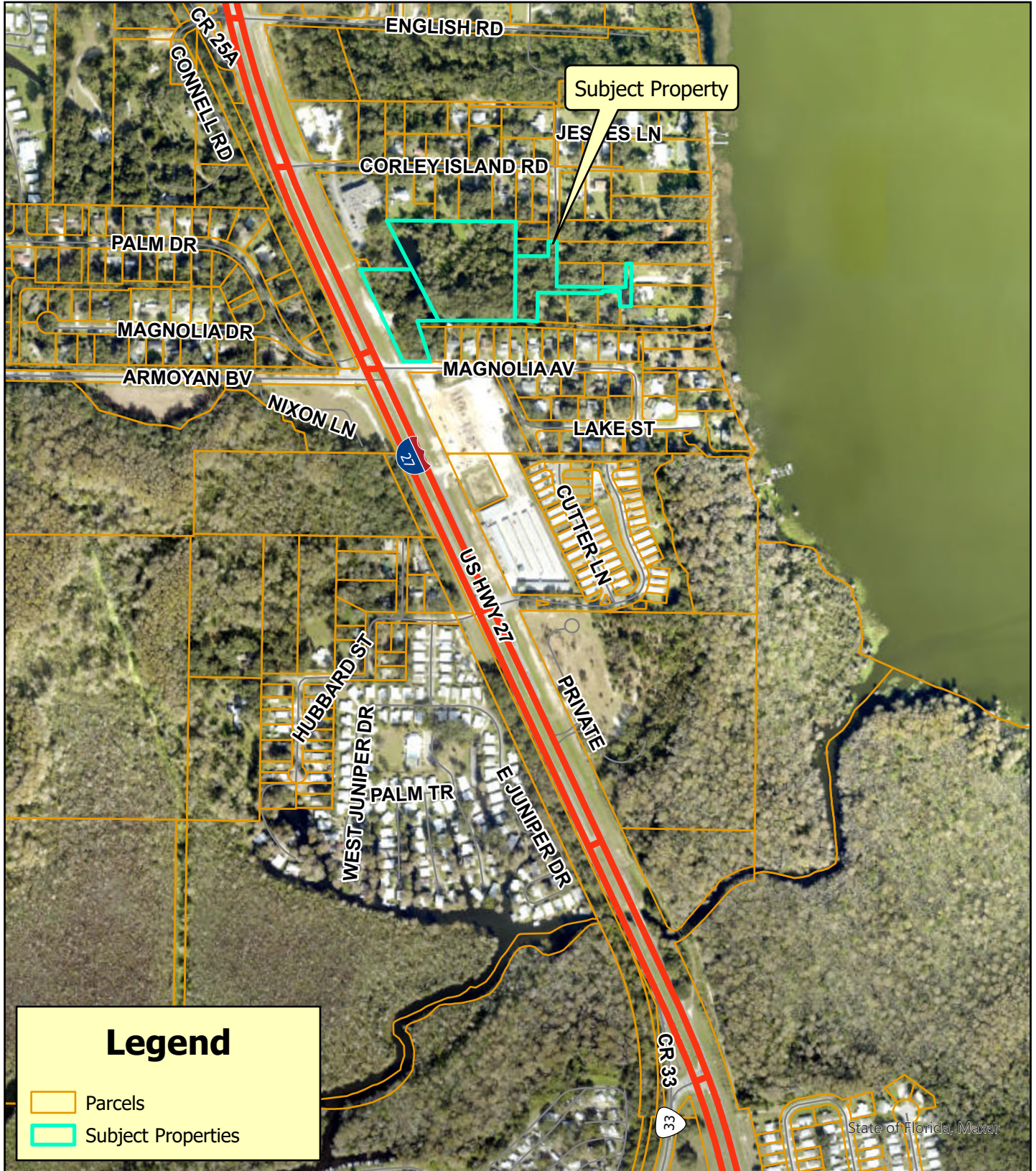
LESS AND EXCEPT: THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY PURPOSES.

TOGETHER WITH AN EASEMENT TO BE USED FOR INGRESS AND EGRESS PURPOSES, LYING IN SECTION 2 TOWNSHIP 20 SOUTH. RANGE 24 EAST. LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 2. RUN SOUTH ALONG THE WEST LINE THEREOF 913.00 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 89°37'00" EAST 1683.20 FEET TO A POINT THAT IS 40.00 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SOUTH CORLEY ISLAND ROAD (COUNTY DISTRICT NO. 1-3411); THENCE SOUTH 330.00 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 258, PAGE 929, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE THEREOF 40.00 FEET; THENCE RUN SOUTH ALONG THE WEST LINE OF A NON EXCLUSIVE EASEMENT, DESCRIBED IN OFFICIAL RECORDS BOOK 882, PAGE 482, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 70.00 FEET TO A S/811 ROD AND CAP LB #3827 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 50.00 FEET; THENCE DEPARTING SAID WEST LINE RUN WEST 150.00 FEET, MORE OR LESS, TO THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN THE FIRST PARAGRAPH OF OFFICIAL RECORDS BOOK 235, PAGE 983, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH ALONG SAID LINE 50.00 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1622, PAGE 645, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN EAST ALONG SAID LINE 150.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

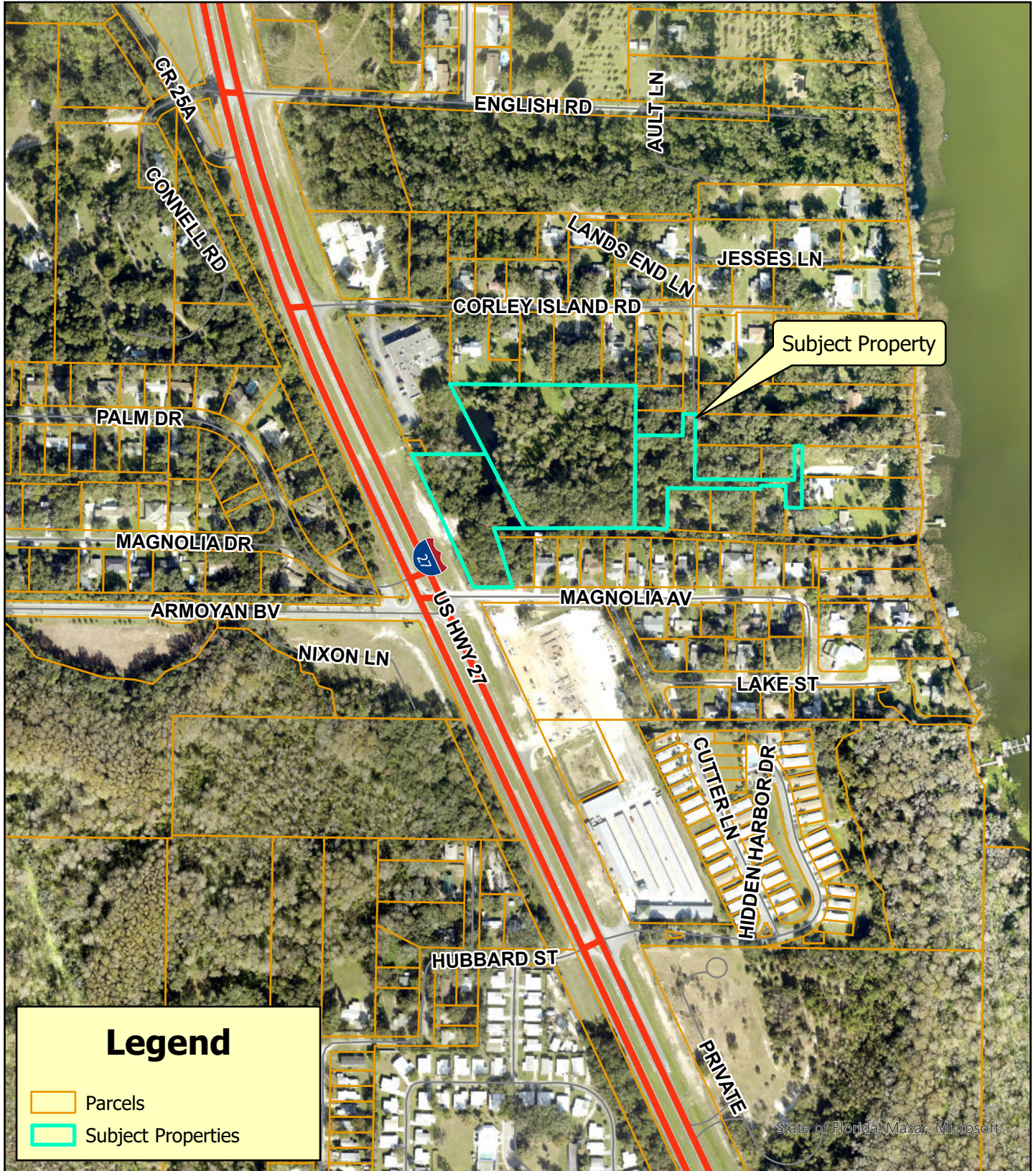
THE ABOVE DESCRIBED PARCELS CONTAIN A TOTAL OF 8.766 ACRES, MORE OR LESS CONSISTING OF 5.497 UPLAND ACRES, 2.229 WETLAND ACRES, AND 1.040 ACRES DESIGNATED AS SURFACE WATERS.

Extended Aerial

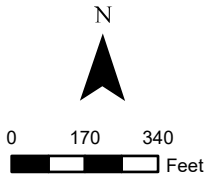


**Planning
& Zoning
Division**

Aerial

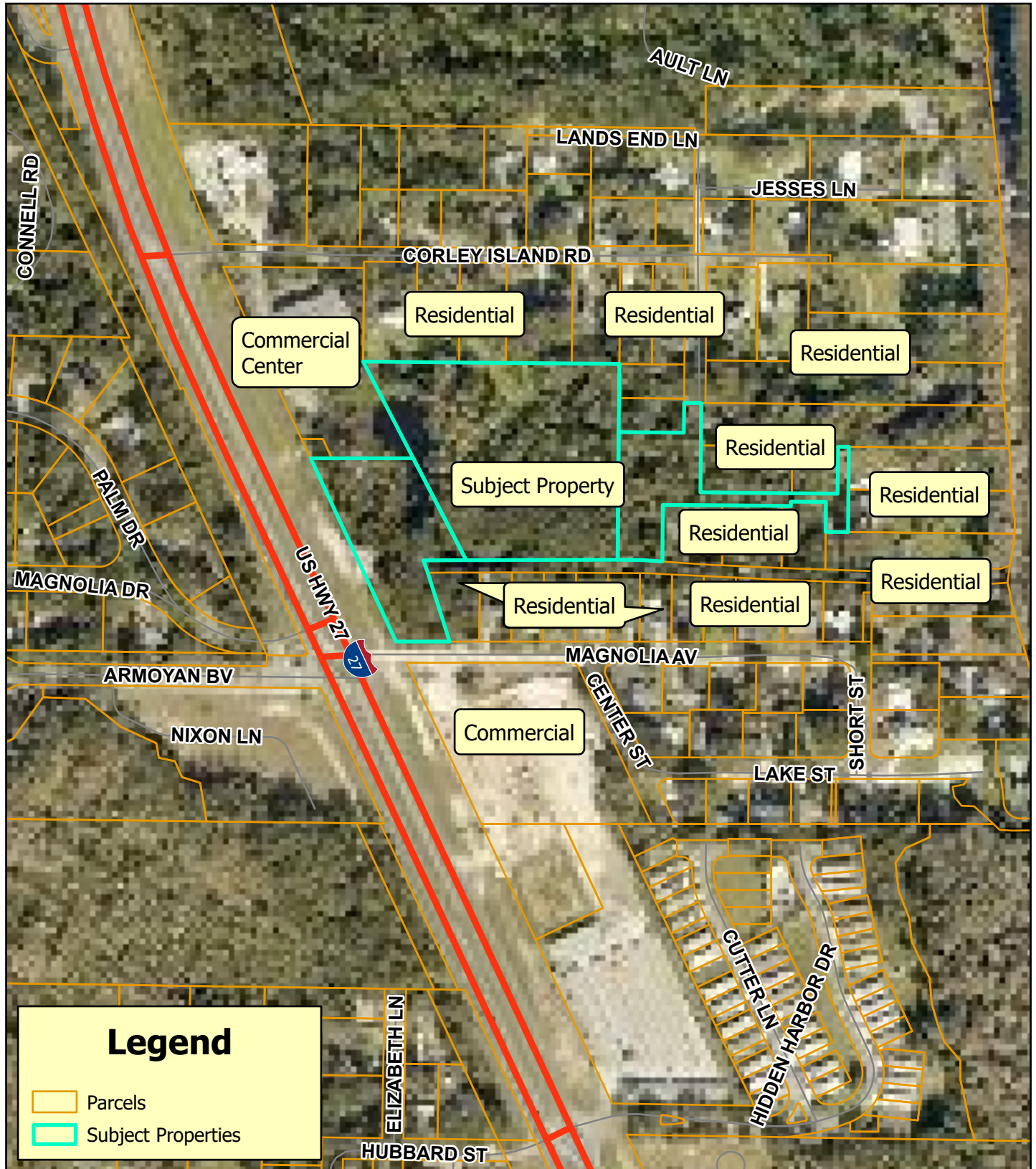


**Planning
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Division**

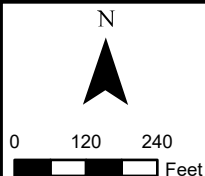


Venice at Lake Harris
ANNX-24-381; SSCP-24-382; SPUD-24-383
Alternate Key(s): 1293707, 3874496, 1081891
Section 02, Township 20 South, Range 24 East
November 25, 2024

Surrounding Land Uses



**Planning
& Zoning
Division**

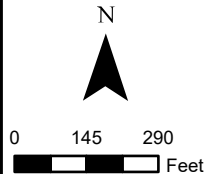


Venice at Lake Harris
 ANN-24-381; SSCP-24-382; SPUD-24-383
 Alternate Key(s): 1293707, 3874496, 1081891
 Section 02, Township 20 South, Range 24 East
 November 25, 2024

Commission District



**Planning
& Zoning
Division**



Venice at Lake Harris
ANNX-24-381; SSCP-24-382; SPUD-24-383
Alternate Key(s): 1293707, 3874496, 1081891
Section 02, Township 20 South, Range 24 East
November 25, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: June 23, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (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 8.77 +/- acres from Lake County Urban Low to City of Leesburg Low Density Residential, for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 8.77 +/- acres from Lake County Urban Low to City of Leesburg Low Density Residential. The Planning Commission recommended **denial** at the public hearing held on April 28, 2025, citing concerns about wetlands and traffic.

Analysis:

The project site is approximately 8.77 acres. The property is generally located east of US Highway 27 and north of Magnolia Avenue. Currently, the property is undeveloped acreage. The proposed use is for 21,000 square foot commercial uses and 26 townhouse units. The surrounding Future Land Use Map designations of Lake County Urban Low Density; City of Leesburg General Commercial, Estate Residential, Conservation, and High Density Residential, are compatible, as conditioned in the associated SPUD zoning, with the proposed future land use designation of City Low Density Residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on April 28, 2025, and recommended **denial**. The main points of contention noted by the Planning Commission were wetlands impact and increased traffic.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Low to City of Leesburg Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 8.77 +/- ACRES FROM LAKE COUNTY URBAN LOW TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND NORTH OF MAGNOLIA AVENUE, LYING IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENICE AT LAKE HARRIS 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 November 25, 2024, 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 8.77 acres of land generally located east of U.S. Highway 27 and north of Magnolia Avenue from Lake County Urban Low to City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 2, 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 the 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION:

PARCEL (PARCEL ID: 02-20-24-0003-000-03400)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST (1/4) OF SECTION 2 TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE SOUTHWEST (1/4), A DISTANCE OF 913 FEET; THENCE S 89°37'00" E.K. 1683.2 FEET; THENCE S 00° 00' W, 330.00 FEET TO A CONCRETE MONUMENT LABELED RLS1571 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING CONTINUE S 00°00' 00" W, 210.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 89° 37' 00" E 321.43 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 110.00 FEET TO A CONCRETE MONUMENT; THENCE S 89° 37' 00"- E, 25.20 FEET TO A CONCRETE MONUMENT; THENCE S 00° 23' 00" W, 200.00 AN IRON PIN LABELED LB707; THENCE N 89° 37' 00" W, 52.50 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 70.18 FEET TO A CONCRETE MONUMENT; THENCE N 89° 37'00" W, 82.00 FEET TO AN IRON PIN (NO NUMBER); THENCE S 00° 23' 00" W, 10.18 FEET TO AN IRON PIN (NO NUMBER), THENCE N 89°37'00" W, 300.00 FEET TO A CONCRETE MONUMENT; THENCE S 00° 05' 20" W, 130.00 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE S 00° 05' 20" W, 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY WATERS EDGE OF A CANAL AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURNED TO THE POINT OF BEGINNING AND RUN N 90°00' 00" W. 40.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 00°00'00" W, 70 FEET TO AN IRON PIN LABELED LB707; THENCE N 89°37'00" W, 150.00 FEET TO AN IRON PIN LABELED LB 707; THENCE S 00° 00' 00" W, 300.00 FEET TO AN IRON PIN LABELED LB 707; THENCE CONTINUES 00° 00' 00" , 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY ON THE WATERS EDGE OF A CANAL; THENCE EASTERLY ALONG AND WM SAID NORTHERLY WATERS EDGE OF A CANAL TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 2 (PARCEL ID NO. 02-20-24-0003-000-07700 AND 02-20-24-0003-000-03411)

FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH. RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN NORTH ALONG THE SECTION LINE 792 FEET; THENCE SOUTH 89°41'30" EAST 978.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; CONTINUE THENCE SOUTH 89°41'30" EAST 114.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 89°41'30" WEST 114.75 FEET: THENCE NORTH 25°26'10" WEST ALONG AFORESAID EASTERLY RIGHT OF WAY 522.39 FEET; THENCE SOUTH 89°37' EAST 249.03 FEET; THENCE NORTH 25°26'10" WEST 255.62 FEET; THENCE SOUTH 89°37' EAST 600 FEET; THENCE DUE SOUTH 475 FEET, MORE OR LESS, TO THE WATERS OF A CANAL; THENCE WESTERLY ALONG AND WITH THE WATERS OF SAID CANAL 470 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 17°47'10" WEST OF THE POINT OF BEGINNING; THENCE SOUTH 17°47'10" EAST 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY PURPOSES.

TOGETHER WITH AN EASEMENT TO BE USED FOR INGRESS AND EGRESS PURPOSES, LYING IN SECTION 2 TOWNSHIP 20 SOUTH. RANGE 24 EAST. LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 2. RUN SOUTH ALONG THE WEST LINE THEREOF 913.00 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 89°37'00" EAST 1683.20 FEET TO A POINT THAT IS 40.00 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SOUTH CORLEY ISLAND ROAD (COUNTY DISTRICT NO. 1-3411); THENCE SOUTH 330.00 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 258, PAGE 929, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE THEREOF 40.00 FEET; THENCE RUN SOUTH ALONG THE WEST LINE OF A NON EXCLUSIVE EASEMENT, DESCRIBED IN OFFICIAL RECORDS BOOK 882, PAGE 482, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 70.00 FEET TO A S/811 ROD AND CAP LB #3827 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 50.00 FEET; THENCE DEPARTING SAID WEST LINE RUN WEST 150.00 FEET, MORE OR LESS, TO THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN THE FIRST PARAGRAPH OF OFFICIAL RECORDS BOOK 235, PAGE 983, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH ALONG SAID LINE 50.00 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1622, PAGE 645, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN EAST ALONG SAID LINE 150.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS CONTAIN A TOTAL OF 8.766 ACRES, MORE OR LESS CONSISTING OF 5.497 UPLAND ACRES, 2.229 WETLAND ACRES, AND 1.040 ACRES DESIGNATED AS SURFACE WATERS.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: April 24, 2025
OWNER: Venice at Lake Harris LLC
PETITIONER: Tara Tedrow, Esq., Lowndes Law o/b/o Ruben Larrea, Atlantikos Group
PROJECT: Venice at Lake Harris
REQUEST: Small-scale Comprehensive Plan amendment from Lake County Urban Low to City Low Density Residential.
CASE NO.: SSCP-24-382

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 request is compatible with the adjacent Future Land Use designations of Lake County Urban Low Density, City of Leesburg General Commercial, High Density Residential, Estate Residential, and Conservation.
3. The proposed request is compatible with the proposed zoning of SPUD (Small Planned Unit Development), as conditioned.
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 to City of Leesburg Low Density Residential, and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 24, 2025

OWNER: Venice at Lake Harris LLC

PETITIONER: Tara Tedrow, Esq., Lowndes Law o/b/o Ruben Larrea, Atlantikos Group

PROJECT: Venice at Lake Harris

REQUEST: Small-scale Comprehensive Plan amendment to City Low Density Residential and Rezoning to City SPUD (Small Planned Unit Development) allow 21,000 square foot commercial uses and 26 townhome units.

CASE NO.: (ANNX-24-381); SSCP-24-382; SPUD-24-383

GENERAL LOCATION: East of US Highway 27 and north of Magnolia Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban Low

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – Lake County Urban Low Density; City of Leesburg General Commercial, Estate Residential, Conservation
- South – Lake County Urban Low Density; City of Leesburg General Commercial, High Density Residential, Conservation
- East – Lake County Urban Low Density
- West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: City Low Density Residential

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

- North – Lake County C-2 (Community Commercial District), R-6 (Urban Residential District); City of Leesburg SPUD (Small Planned Unit Development), PUD (Planned Unit Development)
- South – Lake County C-1 (Neighborhood Commercial), R-6 (Urban Residential District); City of Leesburg SPUD (Small Planned Unit Development), PUD (Planned Unit Development), C-2 (Community Commercial)
- East – Lake County R-6 (Urban Residential District)
- West – Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: City SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

- North – Residential; Commercial Center
- South – Residential; Commercial
- East – Residential
- West – Residential

PROPOSED LAND USE: 21,000 square foot commercial uses and 26 townhome units.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: April 24, 2025
OWNER: Venice at Lake Harris LLC
PETITIONER: Tara Tedrow, Esq., Lowndes Law o/b/o Ruben Larrea, Atlantikos Group
PROJECT: Venice at Lake Harris
REQUEST: Small-scale Comprehensive Plan amendment to City Low Density Residential and Rezoning to City SPUD (Small Planned Unit Development) allow 10,300 square foot commercial uses and 42 townhome units.
CASE NO.: (*ANNX-24-381*); SSCP-24-382; SPUD-24-383

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/13/2024.

FIRE

In reference to Case Number ANNX-24-381; SSCP-24-382; SPUD-24-383

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number ANNX-24-381; SSCP-24-382; SPUD-24-383 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 12/12/2024

ELECTRIC

Electric has no objections. There is an underground primary down along the private easement road noted on the plans. This will require a utility easement when this is developed. – Steve Davis, 11/26/2024.

GAS

Gas Department- No Comment – Wayne Williams, 11/26/2024.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 11/26/2024.

BUILDING

No comments received as of 12/13/2024.

PUBLIC WORKS

Public Works has no issues with this item. An area of concern however, is the fact that the developer will be adding traffic to an already congested area and this development will not have a direct way to access US 27 Southbound lanes. – Cliff Kelsey, 12/2/2024.

HOUSING & REDEVELOPMENT

No comments received as of 12/13/2024.

LAKE COUNTY PUBLIC WORKS

Lake County Department of Public Works recommended requirements for the Venice at Lake Harris PUD impacts to roadways and drainage systems are the following based on the concept plan.

Please be advised that the developer's concept plan has the county roads on the east side labeled as private. The roads are South Corey Island Rd and Corey Island Road.

Access proposed from Magnolia Ave may not be allowed and will require further evaluation. Request the applicant meet with me to go over the proposed plan..

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.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Traffic:

- A Traffic Impact Study will be required of this development. The study must be review by City of Leesburg, Florida Department of Transportation, and Lake County.

--Seth Lynch, 12/24/2024

LAKE COUNTY SCHOOLS

This project is subject to school concurrency review.... Please find attached a No Impact letter for the Venice at Lake Harris project. – Heather Croney, 12/9/2024

PUBLIC RESPONSES

Approval

Disapproval

2

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

1. "To whom it may concern,

I am extremely against the construction of the townhome project, bordering the South side of my property. I live at 4222 Corley Island Rd, and one of the selling points for me when we purchased our home was that when I look at my back windows all I see is a beautiful wooded lush natural Florida landscape that was supposed to be "unbuildable".

I do not believe that the square footage of the lot behind our property is big enough nor capable to handle the

construction load of what they are prepared to build.

I have walked back there several times throughout the years since we have lived here and the ground is always wet and

mushy beneath my feet. No amount of Fill dirt will prevent the ground from caving in. I'm sure you are aware of the

sinkholes happening all across the villages. That is bound to happen here considering there is a spring in the pond

located in the Northwest end of the lot and in the Southwest corner where the mouth of the canal starts.

These two

springs feeding the Harris chain should prevent builders from construction in this area. It should be preserved and

protected by the city, county, state and the EPA.

I'm concerned about the retention pond shown in the mock up of the community. It will leak into the spring and

contaminate the water in the river and then it will contaminate the lake.

These trees serve as a buffer to my community to block out the traffic of US Highway 27. Not to mention the traffic

heading North and South on 27 is so bad some days I cannot even turn off my road for 10 minutes because the traffic is

so heavy. This will only add to the problem.

As a Realtor serving Lake County, I can guarantee you that these homes will not sell fast. There is no appeal to living in a

community that is surrounded by the back sides of other homes, even if you build a wall. It will not look good and we will have major drainage issues. Then there's that hideous storage unit with its lights on 24/7. The lights are so bright that it is now shining through the trees at night and into my home. Whoever owns one of these townhomes, that's all they'll be looking at that stupid building and its bright lights. Lastly, There is lots of wildlife, so many different types of birds and animals that I've seen, more than I have seen anywhere else in Florida and I have lived here my whole life. Please stop this construction from happening. Thank you,"

- Jenna Loyd, 12/6/2024

2. Neighborhood Petition



Petition in Opposition to CASE# SSCP-24-382 Venice at Lake Harris – Small Scale Comprehensive Plan Amendment

On Thursday, March 20th at 4:30 PM, The Leesburg City Commissioners will meet to hear the developers of Venice of Lake Harris. They are going to propose a change to R-6 zoning to Max Density for housing development and C-1 Commercial.

It is to our benefit to have all neighbors present at this meeting.

Numbers can make a difference.

**The Community of Corley Island Rd. and Magnolia Ave.
object to the following changes.**

- 1. A Devastating Change to Our Communities is being proposed.**
 - a. The residential areas on both sides of the Banana Cove Canal strongly believe that changing the comprehensive plan will be devastating to the environment and community.**
 - b. The Developer wants to change the R-6 zoning density from (1 to 2 houses per buildable acre), to a max density development of an undefined amount. This will impact this area. In Addition to that they will request a change that will allow C-1 Commercial (Neighborhood Commercial) SPUD (Small Planned Unit Development)**
 - c. The Developer wants to annex this Lake County controlled property to a City of Leesburg controlled property, Through Annexation.**
 - i. The legal description of the property in question is found in Section 2, Township 20 South, which is 24 East Lake County, Florida.**
- 2. The Property is Designated as Wetlands R-6. Mixed Forested Wetlands.**
 - a. FEMA has defined 3+ acres of this property as wetlands.**
 - b. St. Johns River Water Management District has upheld the natural surface water runs off to natural wetlands caused by Corley Island Rd. The road runs off, flows downhill through 7 Residential lots to the natural existing wetlands area. This excess of water from the wetlands then will end up in the Banana Cove canal flowing to Lake Harris. SJRWM recognizes this area as 3+ acres that are mapped. as wetlands, no Build zone.**
 - c. The State of Florida has the Right of Ownership to the Banana Cove Canal as it is a Navigable Waterway to and from Lake Harris.**

- d. Surface water has a meandering property line ownership as regulated by the fluctuating water level of Lake Harris, currently. **63.85 msl max High level the 100-year flood level is at 65.13 ft msl.** Any lands below **63.85 msl** are considered flooded. Building setbacks must be 100ft from the Wet areas.
 - e. **The land acts as a natural surface water littoral filter area.**
 - f. **FDOT has always drained US Highway 27 surface water runoff** from the current EMS Facility south to Corley Island Rd catch basin, from there a culvert drains underground Corley Island Plaza into the Banana Cove Canal and then east exiting into Lake Harris.
 - g. The Lake County Road named Corley Island Rd. distributes all storm and surface water run off to six residential lots 4142,4146,4148,4222,4240,4300 and 4314 and 1 Commercial Plaza on the south side of the road. During storm events and hurricanes this surface water overflows until it can percolate or collect the said property wetlands at the lower elevation of the wetlands and then to canal.
 - h. **Wetlands are essential to manage the overflow from these natural disasters to advert flooding** which is no longer covered by Florida Home Insurance.
3. **The Poor Road design of Corley Island Rd leads to Greater Traffic Concerns.**
- a. U.S. Highway 27 has exploded with the influx of traffic due to the expansion on the west side of the highway causing exceptionally long wait times and long lines.
 - b. We are already at max density in our area for traffic flow. **Adding 84 to 100 more drivers would be devastating** to an already overcrowded and poorly designed exit onto Highway 27.
 - c. **This could foreseeably back traffic into both residential roads** leading to road rage as people try to enter and exit onto the

highway with a 55+ mile an hour speed limit. **This could make an already dangerous intersection road deadly.** Check the Accident stats of LPD.

- d. When traffic is diverted from the turnpike onto 27, you can spend a long time 10 to 15 minutes to access North and South bound lanes.
- e. Since the development behind Ravenswood has reached full compacity there has been an explosion of traffic as hundreds of drivers try to ingress/egress, nightmares at the Magnolia Ave Area.
- f. This development would cause havoc as the Developments Access bridge would merge with the existing population of Magnolia Ave accessing Hwy 27.

4. Possible Annexation of the Neighborhoods Corley Island Rd. and Magnolia Ave.

- a. It's a possibility that with the zoning change, the city may try to annex both neighborhoods into the City of Leesburg.
- b. **The developers want us to accept their annexation** for their benefit and our detriment.
- c. We want to keep our current systems of wells and septic systems under the county.
- d. The **Developers want to cram in a C-1 Commercial max density (0 to 18 dwellings per acre plus Variances)** project so they can make the largest profit possible this will cause reduced value of our and property and houses.
- e. If the Developer moves forward, it will likely mean eight, 3 story townhouses, holding 42 families (80 to 100 people practically on top of us!?! Less than 100 feet away
- f. **That could be up to 200+ people in a 4+ acres** area situated between our currently quiet neighborhoods. We do not want this change to be in our peaceful area.

- g. With that come 2 cars per house holds along with dogs and cats, boats and R.V.s with no areas for storage. This defies logic to our detriment so that a developer can make money.
 - h. In distressed times people love Legal or illegal options like take the back exit gate on South Corley Island Rd to County owned Corley Island RD to HWY 27.
 - i. People will Trespass in OUR neighborhoods just because they can.
5. **Maintain the Current R-6 System**
- a. Our Neighborhoods will agree to allow the developers to build if they abide by the current R-6 zone building guidelines with no alteration to the existing boundaries of the existing wetlands, as per FEMA and the St. John's River Water Management District.
 - b. This allows 2 houses per buildable acre.
6. **These Wetlands are Unsuitable for Housing Development**
- a. This area is called the Wetlands because it is unsuited for construction because of soil and land conditions.
 - b. It is a collection of sinkholes, giant root-masses overlayed with muck at water level in many places.
 - c. It has been sold several times for back taxes and Quit Claimed because it is unsuitable as a human residence in many places.
 - d. During storm and high wind events, trees are uprooted and fall; with tornados and updrafts spawned in what our neighborhood calls this area "Tornado Alley."
 - e. This property serves as an environmentally sensitive region for surface water filtering.
 - f. This property also serves as a wildlife refuge for animals driven out from other building projects in the South Leesburg Areas. The following animals have been seen on the property.
 - g. Bears, coyotes, foxes, raccoons, gopher tortoises, turtles, Scrub Jays, Eagles, Red and Brown Hawks, Ospreys, Cardinals, Mocking Birds, and lots of Alligators and snakes. We have even seen a Florida Panther and a Red Wolf.

The neighbors have said that this property would be ideal for a small park refuge with quiet walking trails and fishing.

Petition Signatures

We appreciate your support on keeping our two quiet neighborhoods calm, peaceful and ideal for small families.

Corley Island Rd

Names	Address
<i>Jan D. Williams</i>	4142 Corley Island Rd
<i>Dee Ann Williams</i>	4142 Corley Island Rd
<i>John L. Corbin</i>	4146 Corley Island Rd
<i>2505 { Jenna Lloyd & Charles Lloyd }</i>	4222 Corley Island Rd
<i>Jamie A Reed</i>	4240 Corley Island Rd
<i>Patricia Heiman</i>	4240 Corley Island Rd
<i>John H. Williams</i>	4210 Corley Island Rd
<i>Jan T. Ryan</i>	4210 Corley Island Rd
<i>Shirley Ann</i>	4300 Corley Island Rd
<i>John Powell</i>	4300 Corley Island Rd
<i>John</i>	4314 Corley Island Rd
<i>B. Annette Zimby</i>	4314 Corley Island Rd
<i>Jan D. Williams</i>	4326 Corley Island Rd
	4326 Corley Island Rd
	4410 Corley Island Rd

Names	Address
	4410 Corley Island Rd

<i>Denise Sleete</i>	4345 Corley Island Rd
<i>Ally Stud</i>	4345 Corley Island Rd
<i>Stephen David Soltan</i>	4129 Corley Island Rd
<i>Carrie Ann Soltan</i>	4129 Corley Island Rd
	4139 Corley Island Rd
<i>Billie Ann Pinner</i>	4139 Corley Island Rd
<i>Charles Pinner</i>	4139 Corley Island Rd
<i>Sadie Williams</i>	4211 Corley Island Rd
<i>Scott W. H.</i>	4211 Corley Island Rd
<i>Ed W. H.</i>	4227 Corley Island Rd
<i>Nick Miller</i>	4227 Corley Island Rd
<i>Mark Nowe</i>	4243 Corley Island Rd ✓
	4246 Corley Island Rd
<i>Denise Steehler</i>	4246 Corley Island Rd
<i>Camille Puer</i>	4327 Corley Island Rd ✓
<i>Joe</i>	4327 Corley Island Rd
	29203 Corley Island Rd
<i>M. H.</i>	29203 Corley Island Rd
Names	Address

<i>Dorise Kellran</i>	29202 Corley Island Rd
<i>Anthony C. Wicks</i>	29202 Corley Island Rd
	29210 Corley Island Rd
<i>Julie Lison</i>	29210 Corley Island Rd
	29216 Corley Island Rd
<i>Arabella</i>	29213 Corley Island Rd
<i>Angie Linton</i>	29213 Corley Island Rd
<i>Roger Seane</i>	29205 Corley Island Rd
<i>Debra Bone</i>	29205 Corley Island Rd
	29220 Corley Island Rd
	29220 Corley Island Rd
<i>R.</i>	29340 Corley Island Rd

Likatha Ortiz	29340 Corley Island Rd
	4246 Corley Island Rd
	4246 Corley Island Rd
Darwin Beck Jr.	29401 Corley Island Rd
Turner Beck	29401 Corley Island Rd
	2941 Corley Island Rd 1

Names	Address
<i>See Ed</i>	
Tommy West	29411 Corley Island Rd
Walter	4216 Corley Island Rd
Jennifer Matheny	4216 Corley Island Rd
	29415 Corley Island Rd
	29415 Corley Island Rd
Gary Herrera	29239 S. Corley Island Rd.
	4315
Karen Lopez	4315
Carol L. Brown	4409
Patricia Brown	4409 Lake St.
Chad Wyatt	4222 Lands End Lane
Carolyn Wyatt	4222 Lands End Lane
	29411 Jesses Ln
	29411 Jesses Ln

Names

Magnolia Ave/Address

LENA TIPTON	4235 MAGNOLIA AVE Leesburg
ROBERT ERICE	4235 Magnolia Ave Leesburg FL 34
John Ball	4227 Magnolia Ave, Lsbg Ave
Donna Walter	4243 Magnolia Ave
Kenneth Walter	4243 MAGNOLIA AVE.
Robert Walter	4243 Magnolia Ave
Shelia Walter	4243 Magnolia Ave
Annaly Bygell	4251 Magnolia Ave
Al Bygell	4251 Magnolia Ave.
Walter Bygell	4305 MAGNOLIA AVE, LEB, 25
Robert Bygell	4321 Magnolia Ave, Leesburg
P. L. Bygell	4320 MAGNOLIA AVE, LEBURG
John C. Hallberg	4331 MAGNOLIA AVE, LEBURG, FL
Cynthia L. Hallberg	4331 Magnolia Ave
Kam Bunch	4341 Magnolia Ave Leesburg
John Bunch	4341 Magnolia Ave Leesburg
William Storking	4248 Magnolia Ave, Leesburg
M. Bunch	

--	--

Names

Address

Larry Tinkey	4315 Lake St Leesburg, FL 34748
Elah Tinkey Elah Turkey	4315 Lake St. Leesburg, FL 34748
Glenda Carrier	4320 Lake St. LEESBURG, FL 34748
Roger Anderson	4333 Lake Street 34748
Han Anders	4333 Lake St Leesburg 34748
Geese Ann	4333 Lake St Leesburg 34748
Diane Devlin	4340 Lake St
Zornie Devlin	4340 Lake St Leesburg FL 34748
Peggy Lawson	4340 Lake St Leesburg
Michael Lawson	4340 Lake St Leesburg FL
James Lawson	4340 Lake St Leesburg FL
Wynne	4305 Lake St. Leesburg FL
Lise Hules	4305 Lake St. Leesburg IL
Anthony C. Wicks	29220 S. Cortez RD



201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandenburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

December 9, 2024

Venice at Lake Harris, LLC
Lowndes
Care of Tara L. Tedrow, Esq.
215 N. Eola Dr.
Orlando, FL 32801

RE: Venice at Lake Harris – Leesburg
School Concurrency – Letter of No Impact #NI2024-22
Alt Key(s): 1293707, 3874496, 1081891 - approximately 8.767 acres

Dear Ms. Tedrow:

The school district has received your request for a school concurrency review for forty-two (42) single-family attached (townhome style) dwelling units on approximately 8.767 acres. The property is currently undeveloped.

Please be advised that 42 single-family attached units would generate approximately thirteen (13) students which would be considered a de minimus impact for the school district. Therefore, full school concurrency review will not be required at this time.

If you should have questions or need more information please do not hesitate to contact me at 352-253-6696 or by email at croneyh@lake.k12.fl.us.

Sincerely,

Heather Croney
Growth Planning Department

"Equal Opportunity in Education and Employment"



December 18, 2024

Max VanAllen
Planner, Planning & Zoning Department
City of Leesburg
204 North 5th Street
Leesburg, FL 34749

Subject: Venice at Lake Harris – TIA Review Comments

Dear Ms. Max,

WSP has reviewed the Traffic Impact Analysis (TIA) for the Venice at Lake Harris development. The project site is located on the northeast corner of US 27 and Magnolia Avenue in Lake County, Florida. The proposed development will consist of 48 townhome dwelling units and 14,000 square-foot of strip retail plaza.

The TIA was reviewed for consistency with the Traffic Impact Study Methodology and Guidelines adopted by the City of Leesburg and Lake-Sumter MPO, Lake County Congestion Management Process (CMP) Database, Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition, and current traffic impact study best practices. The following list of comments is for your review and consideration.

1. **Build-Out Year:** Please confirm if the development is still anticipated to be completed by the year 2025. If not, please consider updating projected analysis.
2. **CMP Database:** It appears an older version of Lake County CMP Database has been utilized. Please use the most recent (Oct 2023) version of the CMP Database.
3. **Study Area:** Please consider analyzing 'US 27 and English Rd/Connell Rd intersection' additionally, which is located within the 1-mile radius of the development.
4. **Intersection Analysis:** Please note that Synchro is recommended over HCS in general for the intersection analysis.
5. **Table 3 (Trip Generation):**
 - a) Please note that ITE Trip Generation Manual 11th Edition recommends using fitted curve equation method over average rate method when there are 20 or more data points. For instance, the PM peak trip generation in Table 3 for land use code 822 should be based on the fitted curve equation instead of the average rate method.
 - b) When the fitted curve equation method is utilized, an 'equation' needs to be provided instead of a numerical 'rate.'

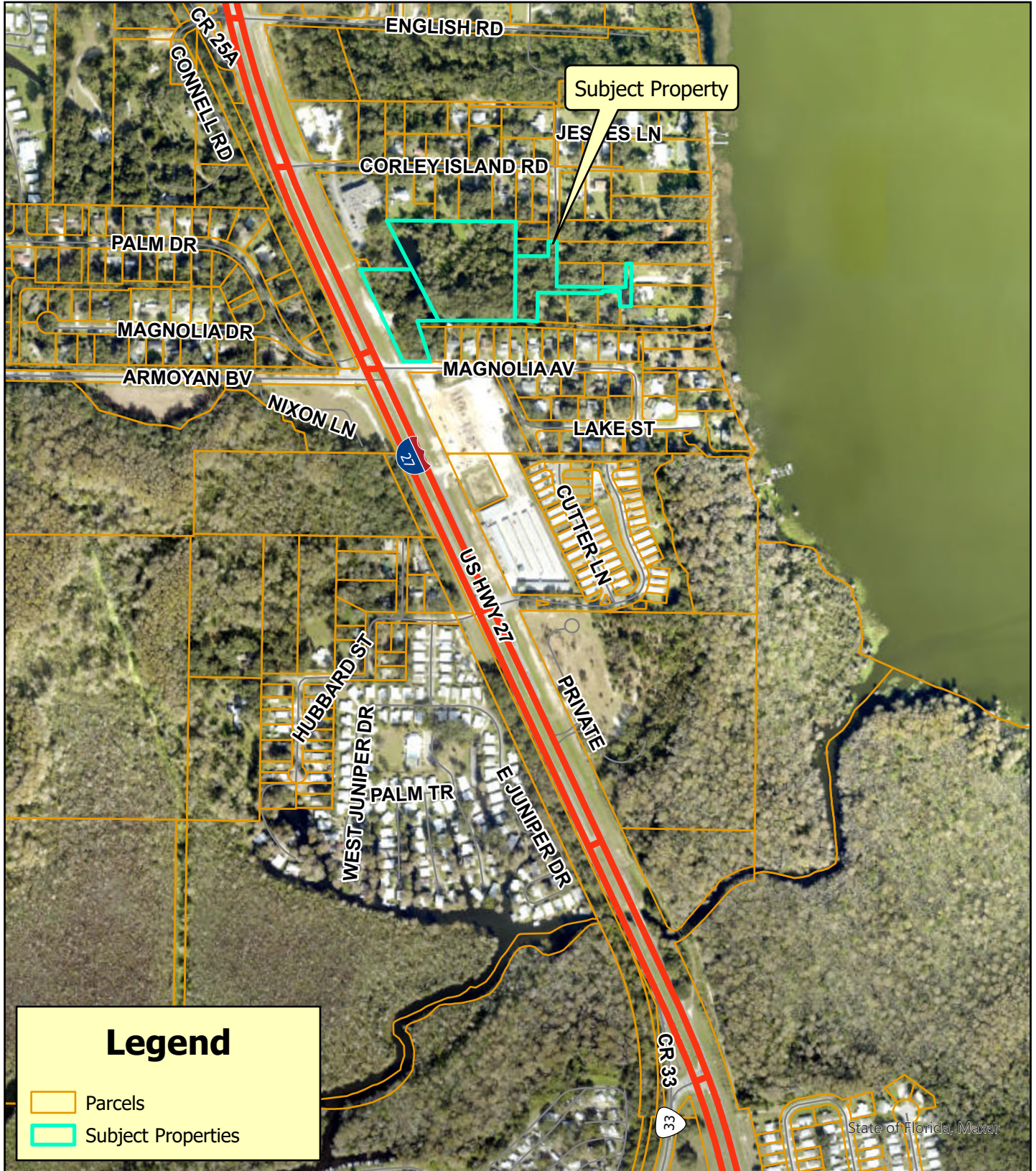
Kind regards,

Md Sakoat Hossan, PhD, PE, PMP, PTOE, RSP₂₁

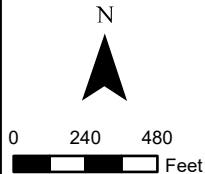
WSP USA
301 East Pine Street
Suite 1020
Orlando, FL 32801

Tel.: + 407 587-7800
Fax: +1 407 587-7960
wsp.com

Extended Aerial

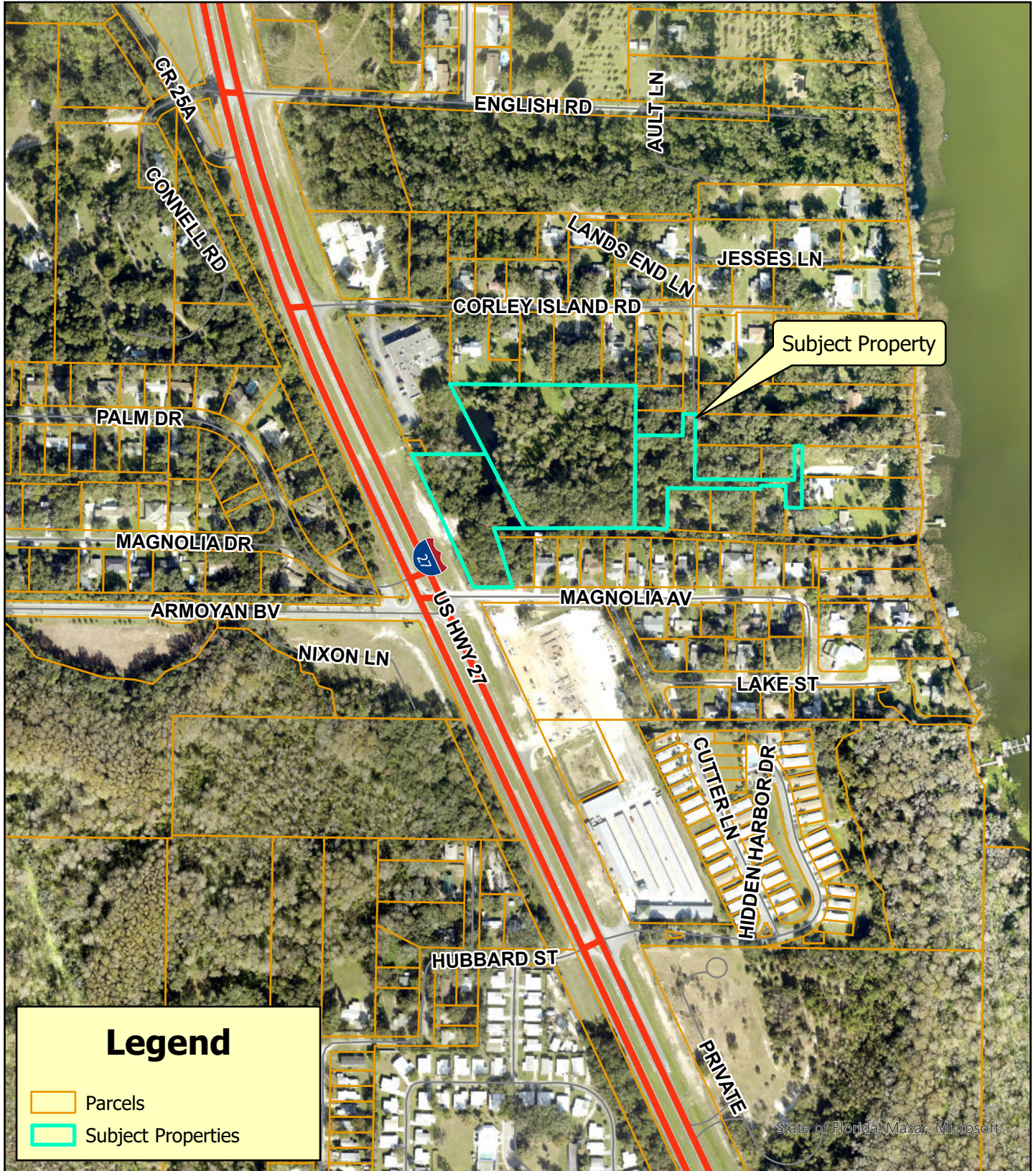


**Planning
& Zoning
Division**



Venice at Lake Harris
ANNX-24-381; SSCP-24-382; SPUD-24-383
Alternate Key(s): 1293707, 3874496, 1081891
Section 02, Township 20 South, Range 24 East
November 25, 2024

Aerial

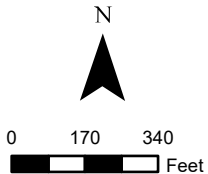


Legend

- Parcels
- Subject Properties

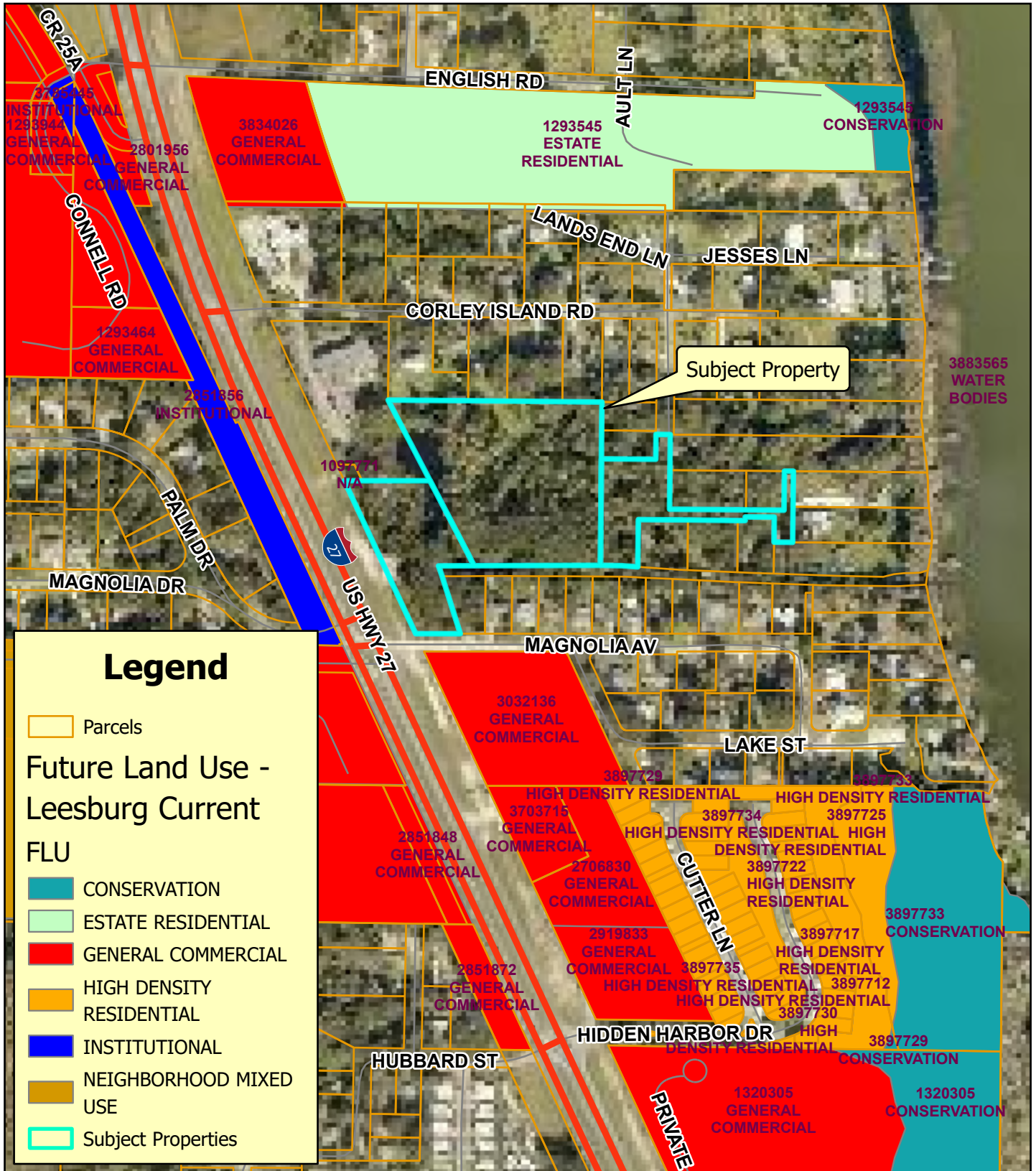


**Planning
& Zoning
Division**

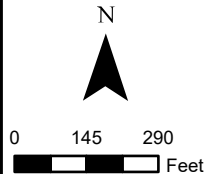


Venice at Lake Harris
 ANN-24-381; SSCP-24-382; SPUD-24-383
 Alternate Key(s): 1293707, 3874496, 1081891
 Section 02, Township 20 South, Range 24 East
 November 25, 2024

City of Leesburg Future Land Use



**Planning
& Zoning
Division**

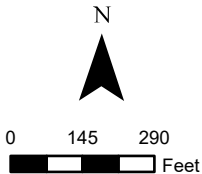


Venice at Lake Harris
 ANN-24-381; SSCP-24-382; SPUD-24-383
 Alternate Key(s): 1293707, 3874496, 1081891
 Section 02, Township 20 South, Range 24 East
 November 25, 2024

Lake County Future Land Use



**Planning
& Zoning
Division**



Venice at Lake Harris
ANNX-24-381; SSCP-24-382; SPUD-24-383
Alternate Key(s): 1293707, 3874496, 1081891
Section 02, Township 20 South, Range 24 East
November 25, 2024



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 20TH, 2025.

Commissioner Carter moved to APPROVE the minutes from the March 20th, 2025 meeting. Vice-Chairman Sanders SECONDED the motion, which PASSED by a vote of 7-0.

Dianne Yekel, Senior Planner swore in staff as well as anyone wishing to speak.

Chairman Sennett called for the first case under old business be brought forward.

OLD BUSINESS

1) PUBLIC HEARING CASE # SSCP-24-382 – VENICE AT LAKE HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 8.77 +/- ACRES FROM LAKE COUNTY URBAN LOW TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND NORTH OF MAGNOLIA AVENUE, AS LEGALLY DESCRIBED IN SECTION 2, 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, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Venice at Lake Harris SSCP)

Dan Miller stated for the record permission to discuss both cases together and vote separately.

Dan Miller introduced case number #SSCP-24-382 – Venice at Lake Harris – Small Scale Comprehensive Plan Amendment and case number #SPUD-24-383 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, went over the PUD requirements, design and architectural standards, recreational requirements, phasing, or expiration clause; and stated all development must be on City water and wastewater; so, there will be no wells or septic systems on the property.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments. Lake County School Board comments noted; comments read into the record. Lake County Public Works comments noted; comments read into the record, and Public responses – packets provided for the

Commission and neighbors did express significant concerns; comments noted; comments read into the record; residents also provided a petition, which is included in the Commissioners packets which contains over 80 signatures from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper. Staff did ask the applicant and the applicant did conduct a neighborhood meeting to speak with the neighbors, both the applicant and neighbors have presentations and comments they wish to provide to the Commission today. Staff thanks the applicant and the members of the community for their input in regarding the application and for reaching out to the neighbors and for coming to this meeting to talk about it; as stated in the opening remarks after the presentation, there will be a time for applicant and the Public to comment.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval; this is a recommendation that will go forward; whatever this Commission decides; final decision from the City Commission.

Chairman Sennett stated if the Commission have any questions of Staff.

Logan Opsahl, Lowndes Law Firm 215 North Eola Drive Orlando, Florida thanks Commission for their time, consideration, and service, efficient with time, certain topics raised; reserve some time to respond, thanks Staff for the time on the proposed project; Community meeting back in December, ongoing discussion with Staff; plan, surrounding zoning, previous proposed; 47 units, feedback at community meeting, feedback from district Commissioner, and the City as a whole, density, reworked site plan; reduce SF townhomes; 26 units, 4:1 per acres, proposal; 2.3 dwelling units per acre; less than 3 per acres across the site, provided a 40% reduction; unit count, commercial development; support residential in the back, view as down zone the property, account for commercial, provide much more setbacks; PUD noted, provide stormwater retention pond; north side of the property; flooding concern, further buffering, open space, wetlands; exist, discussed project; amount of permitting and approvals required; impact on wetlands, provide appropriate retention capacity, happy to respond to access on Magnolia, lowering density; reduce traffic, Staff very collaborative, less dense project, maintains/preserves; natural vegetation, improving existing canal; fully permitted, amenities; boat ramp; kayaks, improvement in that area; appreciates everybody here tonight; tried to provide a thoughtful product.

Chairman Sennett stated if the Commission have any questions of the applicant or representative.

Citizens' comments: went over charts of Corley Island Road; aerial maps, Lake County jurisdiction, change COMP plan; no, 40%, about 8 acres, private roads; never sold to applicant, a lot of families; small spots, not allowed; go down Corley Island Road, 30 years; road recapped, no help; FEMA, books; for Commission; FDOT; dumping water, situation; two lane highway; four lanes, pictures, flooded, develop; illegally, canal; ditch, Corley Island Road; east end, flood roads, go into wetlands, overlays; Staff done excellent job representing both sides, ditches; turn

into canal, property; 60' deep, County allowed; plaza, 18" covert, water; comes up, hurricanes; flooded, door steps, need help; love land, own good portion; Corley Island Road; need help with roads, and drainage, commercial; no problem on 27, no bridge; across the canal, please read information provided to the Commission, go to R-6; 2 dwellings per acre; at 5 acres, use road; no problem, first/second draft; commend applicant, help; back of the property, doesn't become a lake, wish it stay with Lake County, a lot of wildlife; foxes, wolf, gopher turtles; on property, protected, family of four, no gate in back, really nice neighborhood, do the Commission; understand, government housing, concerns; traffic, plan for 27, move vehicles, traffic study; done, account; for trucks, can't turn into Magnolia, entrance; heading north 27, south from Leesburg; Magnolia Road, water; runs down Magnolia, U-Haul trucks; trailers, retention ponds; overflow, traffic safety, 8.77 acres; some commercial, real number; for units per acre, turn off into Lake Denham, south; turning lane, U-turn; short, next U-turn; Lake EMS; bad spot, small canal; plans on basin, fragile, eco-system; canal, run-offs, back door; 50' from canal; plans, pollution, Leesburg Commissioners; decision for neighborhood, attended annexation meeting; opposed to master growth plan, not opposed to growth; responsible growth, acres of woodlands; City allowed, last year, lost foundation; area exceptional, love privacy, woodland, and wildlife, careless vote; destroy neighborhood, can't vote for or against, flooding; woodlands striped; no regards.

Logan Opsahl, the applicant addressed comments from the citizens and stated entitlements; presented, low density residential, availability; City to add conditions, connectivity; Corley Island Road, not connected, utility activity; private easement, work with Staff, property; unique, commercial/residential entitlements; in place today, SPUD vehicle; concerns, wetlands on property; deal with issues, past hurricanes; 200 year events, bad, legislature/state increased requirements, approvals; FDOT, County, City, FEMA, Water Management District, Army Core, enjoyed history; area, six government entities; make sure accounted for, did hear you, more water; capacity, go through; approval, ditch; flooded in area, affect; neighbors, kayaks, certain grading; appropriate drainage, permitting, area approved per letter of the law, environment/wildlife; environmental study, properly dealt with per state law, reduce; unit count, preserve; natural trees, additional landscaping, meet City requirements, heard from today; stand for any specific questions.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioner Carter asked questions of the applicant regarding gophers, residents; mentioned eagles, part of the study, traffic study, canal; kayak access only, also, low density mixed use.

Logan Opsahl, applicant addressed comments from the Commission and stated the eagles will part of the study; strict regulations, have to be accounted for, kayak access only, and per the PUD it will have the mixed use; permitted uses.

Chairman Sennett closes discussion from the Public and then discussion took place

with the Commission.

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners' and Dan Miller discussed we are not voted on; appointed by the Commission, citizens of the community, take position very seriously, rights of citizens; able to own property, build on the land; follow rules, commend developer for meeting with the residents, buffers; around existing homes, set-back; don't back up; existing homes; Dan Miller stated there are set-backs for the building, but also buffers that goes from the property lines; 40' buffer, south side of property, natural habitation; Dan Miller stated yes ma'am, buffer; you can put a walking trail; buffers not a part of the lots, separate, maintained by HOA, buffer not heavily treed or scrub, City regulate, understands for the residents; Planning Commission, goes up to 4 units per acre; County; possible, Staff level; put conditions, minimize negative affect, not developed; significant amount of wetlands, people move in; more of these types of properties, hard job; responsible growth, happening, make sure Public hearing decision, City Commission; final decision; Dan Miller stated that is correct; Staff make recommendations based on the COMP plan and zoning code, a lot of development come through; negative/positive review, goes in to this body and City Commission; dates provided to Public for City Commission, traffic; Dan Miller stated it's everybody problem, City doesn't have direct authority; Chapter 163; state legislature, law, can't turn development down; traffic. Attorney, Jennifer Cotch stated if the applicant can show that they can make the development work and not make the road more deficient than it is, responsibility of the County; Dan Miller stated the City is ready to work with them all the time, understand the situation, it's an issue, what Dan has told you he has an obligation of the law to make certain recommendations; please come to the City Commission meeting and express your opinions there.

Chairman Sennett entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the first case.

Vice-Chairman Sanders made a motion to APPROVE case # SSCP-24-382 – VENICE AT LAKE HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	No
Chairman Sennett	No
Commissioner Carter	No
Commissioner Marshall	No
Commissioner O'Kelley	No
Commissioner Kaplan	Yes

Two yeas, five nays, the Planning Commission DENIED case # SSCP-24-382 – VENICE AT LAKE HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the second under old business be brought forward.

2) PUBLIC HEARING CASE # SPUD-24-383 – VENICE AT LAKE HARRIS – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 8.77 +/- ACRES FROM LAKE COUNTY C-1 (NEIGHBORHOOD COMMERCIAL) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND NORTH OF MAGNOLIA AVENUE, AS LEGALLY DESCRIBED IN SECTION 2, 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, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Venice at Lake Harris SPUD)

Chairman Sennett called for a vote on the second case.

Commissioner Marshall made a motion to DENY case # SPUD-24-383 – VENICE AT LAKE HARRIS – SMALL PLANNED UNIT DEVELOPMENT
Commissioner Carter SECONDED the motion.

The roll call vote was:

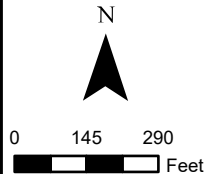
Commissioner Carter	Yes
Commissioner Kaplan	No
Commissioner Bowersox	Yes
Commissioner Marshall	Yes
Commissioner Sanders	No
Commissioner O'Kelley	Yes
Chairman Sennett	Yes

Five yeas, two nays, the Planning Commission DENIED case # SPUD-24-383 – VENICE AT LAKE HARRIS – SMALL PLANNED UNIT DEVELOPMENT.

Proposed Future Land Use



**Planning
& Zoning
Division**



Venice at Lake Harris
ANNX-24-381; SSCP-24-382; SPUD-24-383
Alternate Key(s): 1293707, 3874496, 1081891
Section 02, Township 20 South, Range 24 East
November 25, 2024



Close up of Sign on Property from Magnolia Avenue.



Looking north from Magnolia Avenue along US 27.



Looking east along Magnolia Avenue.



Looking south from Magnolia Avenue along US 27.



Looking west from Magnolia Avenue across US 27.



Close up of Sign on Property from US 27.



Looking north along US 27.



Looking east from US 27.



Looking south along US 27.



Looking west across US 27.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.77 +/- acres from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and attached single family residential uses for a property generally located east of US Highway 27 and north of Magnolia Avenue, lying in Section 2, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Venice at Lake Harris SPUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City of Leesburg SPUD (Small Planned Unit Development) to allow for commercial and attached single-family residential uses. The Planning Commission recommended **denial** for the SPUD (Small Planned Unit Development) case at the public hearing held on April 28, 2025, citing concerns on wetlands and traffic.

Analysis:

The project site is approximately 8.77 +/- acres, and is generally located east of US Highway 27 and north of Magnolia Avenue as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for 26 attached single-family residential units and 21,000 square feet of commercial uses. The existing land uses surrounding the property are commercial and residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 28, 2025, and recommended **denial**. The main points of contention noted by the Planning Commission were wetlands impact and increased traffic.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development) or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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 ON APPROXIMATELY 8.77 +/- ACRES FROM LAKE COUNTY C-1 (NEIGHBORHOOD COMMERCIAL) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR COMMERCIAL AND ATTACHED SINGLE FAMILY RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND NORTH OF MAGNOLIA AVENUE, LYING IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (VENICE AT LAKE HARRIS SPUD)

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

Section 1.

Based upon the petition of Ruben Larrea, Managing Director, Atlantikos Group (Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

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

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION:

PARCEL (PARCEL ID: 02-20-24-0003-000-03400)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST (1/4) OF SECTION 2 TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE SOUTHWEST (1/4), A DISTANCE OF 913 FEET; THENCE S 89°37'00" E.K. 1683.2 FEET; THENCE S 00° 00" W, 330.00 FEET TO A CONCRETE MONUMENT LABELED RLS1571 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING CONTINUE S 00°00' 00" W, 210.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 89° 37' 00" E 321.43 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 110.00 FEET TO A CONCRETE MONUMENT; THENCE S 89° 37' 00" E, 25.20 FEET TO A CONCRETE MONUMENT; THENCE S 00° 23' 00" W, 200.00 AN IRON PIN LABELED LB707; THENCE N 89° 37' 00" W, 52.50 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 70.18 FEET TO A CONCRETE MONUMENT; THENCE N 89° 37'00" W, 82.00 FEET TO AN IRON PIN (NO NUMBER); THENCE S 00° 23' 00" W, 10.18 FEET TO AN IRON PIN (NO NUMBER), THENCE N 89°37'00" W, 300.00 FEET TO A CONCRETE MONUMENT; THENCE S 00° 05' 20" W, 130.00 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE S 00° 05' 20" W, 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY WATERS EDGE OF A CANAL AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURNED TO THE POINT OF BEGINNING AND RUN N 90°00' 00" W. 40.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 00°00'00" W, 70 FEET TO AN IRON PIN LABELED LB707; THENCE N 89°37'00" W, 150.00 FEET TO AN IRON PIN LABELED LB 707; THENCE S 00° 00' 00" W, 300.00 FEET TO AN IRON PIN LABELED LB 707; THENCE CONTINUES 00° 00' 00" , 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY ON THE WATERS EDGE OF A CANAL; THENCE EASTERLY ALONG AND WITH SAID NORTHERLY WATERS EDGE OF A CANAL TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 2 (PARCEL ID NO. 02-20-24-0003-000-07700 AND 02-20-24-0003-000-03411)

FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH. RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN NORTH ALONG THE SECTION LINE 792 FEET; THENCE SOUTH 89°41'30" EAST 978.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; CONTINUE THENCE SOUTH 89°41'30" EAST 114.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 89°41'30" WEST 114.75 FEET; THENCE NORTH 25°26'10" WEST ALONG AFORESAID EASTERLY RIGHT OF WAY 522.39 FEET; THENCE SOUTH 89°37' EAST 249.03 FEET; THENCE NORTH 25°26'10" WEST 255.62 FEET; THENCE SOUTH 89°37' EAST 600 FEET; THENCE DUE SOUTH 475 FEET, MORE OR LESS, TO THE WATERS OF A CANAL; THENCE WESTERLY ALONG AND WITH THE WATERS OF SAID CANAL 470 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 17°47'10" WEST OF THE POINT OF BEGINNING; THENCE SOUTH 17°47'10" EAST 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY PURPOSES.

TOGETHER WITH AN EASEMENT TO BE USED FOR INGRESS AND EGRESS PURPOSES, LYING IN SECTION 2 TOWNSHIP 20 SOUTH. RANGE 24 EAST. LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 2. RUN SOUTH ALONG THE WEST LINE THEREOF 913.00 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 89°37'00" EAST 1683.20 FEET TO A POINT THAT IS 40.00 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SOUTH CORLEY ISLAND ROAD (COUNTY DISTRICT NO. 1-3411); THENCE SOUTH 330.00 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 258, PAGE 929, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE THEREOF 40.00 FEET; THENCE RUN SOUTH ALONG THE WEST LINE OF A NON EXCLUSIVE EASEMENT, DESCRIBED IN OFFICIAL RECORDS BOOK 882, PAGE 482, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 70.00 FEET TO A S/811 ROD AND CAP LB #3827 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 50.00 FEET; THENCE DEPARTING SAID WEST LINE RUN WEST 150.00 FEET, MORE OR LESS, TO THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN THE FIRST PARAGRAPH OF OFFICIAL RECORDS BOOK 235, PAGE 983, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH ALONG SAID LINE 50.00 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1622, PAGE 645, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN EAST ALONG SAID LINE 150.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS CONTAIN A TOTAL OF 8.766 ACRES, MORE OR LESS CONSISTING OF 5.497 UPLAND ACRES, 2.229 WETLAND ACRES, AND 1.040 ACRES DESIGNATED AS SURFACE WATERS.

VENICE AT LAKE HARRIS
SMALL PLANNED UNIT DEVELOPMENT AGREEMENT
Conditions of Approval
April 24, 2025

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Atlantikos Group, 4725 W Sand Lake Rd #200, Orlando, FL 32819, (Tara Tedrow, Esq., Lowndes Law, on behalf of Ruben Larrea, Petitioner)**, "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is desirous of obtaining a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed mixed-use development consisting of a maximum of 26 attached single-family residential units and 21,000 square feet of commercial uses directly adjacent to US Highway 27, on approximately 8.77 acres, generally located east of US Highway 27 and north of Magnolia Avenue, 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 **Atlantikos Group, 4725 W Sand Lake Rd #200, Orlando, FL 32819, (Tara Tedrow, Esq., Lowndes Law, on behalf of Ruben Larrea, Petitioner)**, "Permittee," to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.
3. **LAND USE**

The above-described property, containing approximately 8.77 acres, shall be used for platted single family attached residential and commercial development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Attached single family residential units (townhomes).
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.
3. Commercial uses, as non-residential uses permitted within the C-3 (Highway Commercial) Zoning District, provided the Commercial portion is located directly adjacent to US Highway 27, as shown on **Exhibit C, Conceptual Site Plan**
4. Second story apartments above first floor commercial, directly adjacent to US Highway 27, as shown on **Exhibit C, Conceptual Site Plan**.
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Multi-family units (apartments, except as permitted above)
2. Duplex/Triplex uses
3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. **DEVELOPMENT STANDARDS**

- A. The commercial development portion located directly adjacent to US Highway 27 shall be governed by standards in the C-3 (Highway Commercial) Zoning District, except for the setbacks below:
- a. Minimum building setbacks:
Front – 25 feet;
Rear – 20 feet;
Side – 15/0 feet;
- B. The project shall contain a maximum of 26 single family residential units, or a gross density not to exceed 2.97 units per acre, whichever is greater, on the approximately 8.77-acre site, as shown on **Exhibit C, Conceptual Site Plan**.
- C. Attached single-family lot width sizes shall include minimum 20-foot lots.
- D. Detached single-family residential lots shall 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.
- E. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

- F. The minimum lot development standards for attached single-family units (townhome lots) shall be:
1. For 20-foot minimum townhome lots (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 1,500 square feet.
 - e. Minimum width:
Interior lot – 20 feet;
End unit lot – minimum 22 feet
 - f. Minimum depth 75 feet
 - g. Minimum building setbacks:
Front – 15 feet;
Rear – 10 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 SPUD (Small 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 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 B below, shall be provided along the northern and eastern boundaries of the property, and the western boundary between the commercial portion of development and the residential portion of the development, unless otherwise

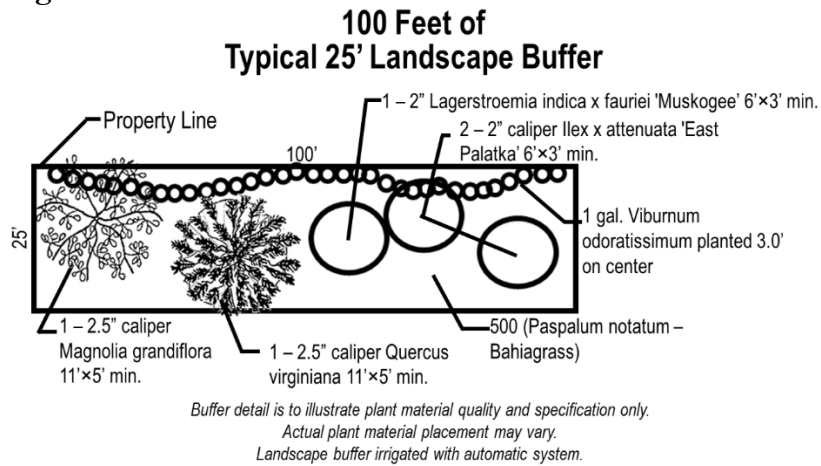
provided for within these standards. Any wet canal and/or open water width on-site shall count towards the buffer requirement and shall not require plantings.

- C. A minimum forty (40) foot buffer tract, with plantings as shown in Figure B, shall be required adjacent to the residential parcels to the south as shown on **Exhibit C**, unless otherwise provided for within these standards. Any wet canal width on-site shall count towards the buffer requirement and shall not require plantings.
- D. All landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- E. Existing foliage within the development parcels that is maintained and undisturbed throughout the development process and meets Figure B below, shall be considered to count towards the required buffer plantings on-site.
- F. One (1) canopy or understory tree per townhome unit shall be planted interspersed between the town home buildings at no less than 50' spacing along the front. The balance of required trees shall be located between the townhome buildings.
- G. A six (6) foot high privacy fence shall be provided adjacent to the residential parcels to the northern and eastern boundaries, as to be on the Conceptual Site Plan. This fence shall be constructed of PVC, or other such synthetic material that allows for an opaque barrier. The fence may be substituted for a natural opaque buffer, consisting of plantings and foliage of comparable height and opacity.
- 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 requirements of the code may be approved by the Community Development Director or designee, as long as the intent of this SPUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- J. 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. 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 US 27, Lake County Access requirements permitting.
- 3) A secondary access point on the southwest corner of the site shall be provided, either on US 27 or Magnolia Avenue, as required based on Lake County Access requirements.

- 4) The private roadway, with easement, as shown on **Exhibit C, Conceptual Plan** may not be blocked, nor used for future roadway connection.
 - 5) 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.
 - 6) 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.
 - 7) 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 residential access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
 - D. Commercial signage shall be reviewed and permitted separately, subject to Commercial sign requirements under City of Leesburg Code of Ordinance, Section 25-424 Permitted Signs.
 - E. Alternative designs for signage, 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 at least one side of the interior residential road(s) and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of the road. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. **UTILITIES**

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines

and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development site plan 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.
- H. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. **WETLANDS, FLOOD ZONES & WILDLIFE**

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.

- J. There are currently FEMA flood zones located within the development site boundaries. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (5,200 square feet), or 0.12 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include facilities, such as a fenced dog park, a tot lot/playground, cabana/shade structure with outdoor cooking and seating facilities, and kayak/boat launch with boat storage. Dedicated, paved, onsite parking for the primary recreation area shall be required.
- 1) The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 13 residential units.
- 2) Any tot lot/children's playground shall not be located adjacent to US Highway 27 or an exterior access roadway.
- C. Retention parks may be included in the design of the subdivision and may be designed such that park areas, which may consist of dry retention areas, may be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
- a. An ADA (Americans with Disabilities Act) compliant trail shall be constructed within the development site boundaries. This trail shall be headed by an amenity, such as the canal as seen on **Exhibit C, Conceptual Site Plan**.
- D. Other recreation areas may include such uses as swimming pool with cabana, 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 residential portion of the development. The commercial property maintenance shall be served by property owners association or comparable entity.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the SPUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these

conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. **LEVELS OF SERVICE**

A. Levels of Service

- 1) As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

Parcel ID Altkeys: 1293707, 3874496, 1081891

LEGAL DESCRIPTION:**PARCEL (PARCEL ID: 02-20-24-0003-000-03400)**

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST (1/4) OF SECTION Z TOWNSHIP 20 SOUTH, RANGE 24 EAST. IN LAKE COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE SOUTHWEST (1/4), A DISTANCE OF 913 FEET; THENCE S 89°37'00" E.K. 1683.2 FEET; THENCE S 00° 00' W, 330.00 FEET TO A CONCRETE MONUMENT LABELED RLS1571 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING CONTINUE S 00°00' 00" W, 210.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 89° 37' 00" E 321.43 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 110.00 FEET TO A CONCRETE MONUMENT; THENCE S 89° 37' 00"- E, 25.20 FEET TO A CONCRETE MONUMENT; THENCE S 00° 23' 00" W, 200.00 AN IRON PIN LABELED LB707; THENCE N 89° 37' 00" W, 52.50 FEET TO A CONCRETE MONUMENT; THENCE N 00° 23' 00" E 70.18 FEET TO A CONCRETE MONUMENT; THENCE N 89° 37'00" W, 82.00 FEET TO AN IRON PIN (NO NUMBER); THENCE S 00° 23' 00" W, 10.18 FEET TO AN IRON PIN (NO NUMBER), THENCE N 89°37'00" W, 300.00 FEET TO A CONCRETE MONUMENT; THENCE S 00° 05' 20" W, 130.00 FEET TO A CONCRETE MONUMENT: THENCE CONTINUE S 00° 05' 20" W, 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY WATERS EDGE OF A CANAL AND A POINT HEREBY DESIGNATED AS POINT "A"; RETURNED TO THE POINT OF BEGINNING AND RUN N 90°00' 00" W. 40.00 FEET TO AN IRON PIN LABELED LB707; THENCE S 00°00'00" W, 70 FEET TO AN IRON PIN LABELED LB707; THENCE N 89°37'00" W, 150.00 FEET TO AN IRON PIN LABELED LB 707; THENCE S 00° 00' 00" W, 300.00 FEET TO AN IRON PIN LABELED LB 707; THENCE CONTINUES 00' 00' 00" , 12 FEET MORE OR LESS TO A POINT ON THE NORTHERLY ON THE WATERS EDGE OF A CANAL; THENCE EASTERLY ALONG AND WM SAID NORTHERLY WATERS EDGE OF A CANAL TO INTERSECT THE AFOREMENTIONED POINT "A".

PARCEL 2 (PARCEL ID NO. 02-20-24-0003-000-07700 AND 02-20-24-0003-000-03411)

FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH. RANGE 24 EAST, LAKE COUNTY. FLORIDA, THENCE RUN NORTH ALONG THE SECTION LINE 792 FEET; THENCE SOUTH 89°41'30" EAST 978.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; CONTINUE THENCE SOUTH 89°41'.30" EAST 114.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN

THENCE NORTH 89°41'30" WEST 114.75 FEET; THENCE NORTH 25°26'10" WEST ALONG AFORESAID EASTERLY RIGHT OF WAY 522.39 FEET; THENCE SOUTH 89°37' EAST 249.03 FEET; THENCE NORTH 25°26'10" WEST 255.62 FEET; THENCE SOUTH 89°37' EAST 600 FEET; THENCE DUE SOUTH 475 FEET, MORE OR LESS, TO THE WATERS OF A CANAL; THENCE WESTERLY ALONG AND WITH THE WATERS OF SAID CANAL 470 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 17°47'10" WEST OF THE POINT OF BEGINNING; THENCE SOUTH 17°47'10" EAST 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE SOUTH 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY PURPOSES.

TOGETHER WITH AN EASEMENT TO BE USED FOR INGRESS AND EGRESS PURPOSES, LYING IN SECTION 2 TOWNSHIP 20 SOUTH. RANGE 24 EAST. LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 2. RUN SOUTH ALONG THE WEST LINE THEREOF 913.00 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 89°37'00" EAST 1683.20 FEET TO A POINT THAT IS 40.00 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SOUTH CORLEY ISLAND ROAD (COUNTY DISTRICT NO. 1-3411); THENCE SOUTH 330.00 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 258, PAGE 929, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE THEREOF 40.00 FEET; THENCE RUN SOUTH ALONG THE WEST LINE OF A NON EXCLUSIVE EASEMENT, DESCRIBED IN OFFICIAL RECORDS BOOK 882, PAGE 482, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 70.00 FEET TO A S/811 ROD AND CAP LB #3827 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE 50.00 FEET; THENCE DEPARTING SAID WEST LINE RUN WEST 150.00 FEET, MORE OR LESS, TO THE EAST LINE OF A PARCEL OF LAND DESCRIBED IN THE FIRST PARAGRAPH OF OFFICIAL RECORDS BOOK 235, PAGE 983, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH ALONG SAID LINE 50.00 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1622, PAGE 645, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN EAST ALONG SAID LINE 150.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS CONTAIN A TOTAL OF 8.766 ACRES, MORE OR LESS CONSISTING OF 5.497 UPLAND ACRES, 2.229 WETLAND ACRES, AND 1.040 ACRES DESIGNATED AS SURFACE WATERS.

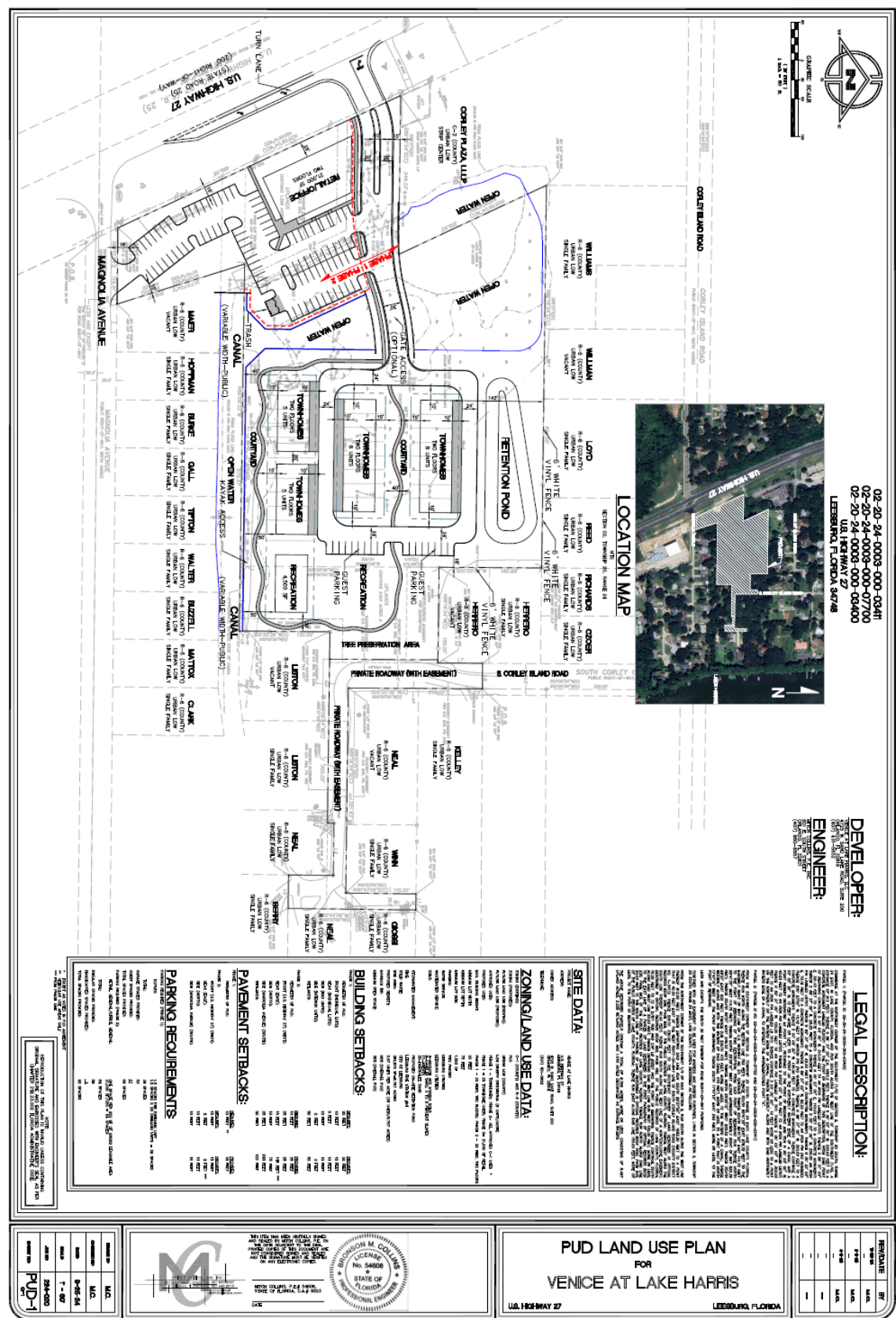


EXHIBIT D

CONCEPTUAL ELEVATIONS



PROPOSED COMMERCIAL/RETAIL (FOR CONCEPTUAL PURPOSES ONLY)



LUXURY TOWNHOMES (FOR CONCEPTUAL PURPOSES ONLY)

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 Crelin © 2005. Rendered 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 & Shoreline Vinyl

<https://bespokefence.com/products/vinyl-fences/>; <https://shorelinenvinyl.com/fencing-styles/caroline/>



Figure 2 – Split-rail fence option

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>



Figure 3 - Aluminum rail fence option

Example Source Courtesy of Vinyl Fence.com

<https://www.brydirectvinylfence.com/5-tall-flat-top-3-rail-aluminum-fence.html>

EXHIBIT G

DIVIDED BOULEVARD EXAMPLE AND PLANTINGS

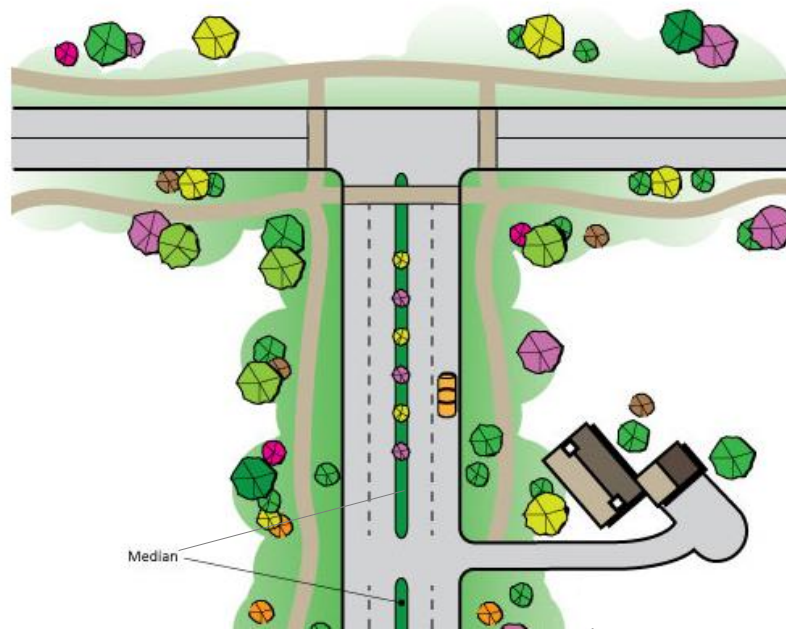


Figure 1 – Divided Boulevard Concept

Example Source Courtesy of Chester County Government

<https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm>



Figure 2 – Planted Divided Boulevard

Example Source Courtesy of District Works

<https://districtworks.city/landscaping-and-groundskeeping/>



Figure 3 – Planted Divided Boulevard

Example Source Courtesy of Joshua Zeunert via ResearchGate

https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 24, 2025

OWNER: Venice at Lake Harris LLC

PETITIONER: Tara Tedrow, Esq., Lowndes Law o/b/o Ruben Larrea, Atlantikos Group

PROJECT: Venice at Lake Harris

REQUEST: Small-scale Comprehensive Plan amendment to City Low Density Residential and Rezoning to City SPUD (Small Planned Unit Development) allow 21,000 square foot commercial uses and 26 townhome units.

CASE NO.: (ANNX-24-381); SSCP-24-382; SPUD-24-383

GENERAL LOCATION: East of US Highway 27 and north of Magnolia Avenue.

FUTURE LAND USE DESIGNATION: Lake County Urban Low

SURROUNDING FUTURE LAND USE DESIGNATION:

- North – Lake County Urban Low Density; City of Leesburg General Commercial, Estate Residential, Conservation
- South – Lake County Urban Low Density; City of Leesburg General Commercial, High Density Residential, Conservation
- East – Lake County Urban Low Density
- West – Lake County Urban Low Density

PROPOSED FUTURE LAND USE DESIGNATION: City Low Density Residential

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

- North – Lake County C-2 (Community Commercial District), R-6 (Urban Residential District); City of Leesburg SPUD (Small Planned Unit Development), PUD (Planned Unit Development)
- South – Lake County C-1 (Neighborhood Commercial), R-6 (Urban Residential District); City of Leesburg SPUD (Small Planned Unit Development), PUD (Planned Unit Development), C-2 (Community Commercial)
- East – Lake County R-6 (Urban Residential District)
- West – Lake County R-6 (Urban Residential District)

PROPOSED ZONING DESIGNATION: City SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

- North – Residential; Commercial Center
- South – Residential; Commercial
- East – Residential
- West – Residential

PROPOSED LAND USE: 21,000 square foot commercial uses and 26 townhome units.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: April 24, 2025
OWNER: Venice at Lake Harris LLC
PETITIONER: Tara Tedrow, Esq., Lowndes Law o/b/o Ruben Larrea, Atlantikos Group
PROJECT: Venice at Lake Harris
REQUEST: Small-scale Comprehensive Plan amendment to City Low Density Residential and Rezoning to City SPUD (Small Planned Unit Development) allow 10,300 square foot commercial uses and 42 townhome units.
CASE NO.: (*ANNX-24-381*); SSCP-24-382; SPUD-24-383

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/13/2024.

FIRE

In reference to Case Number ANNX-24-381; SSCP-24-382; SPUD-24-383

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number ANNX-24-381; SSCP-24-382; SPUD-24-383 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 12/12/2024

ELECTRIC

Electric has no objections. There is an underground primary down along the private easement road noted on the plans. This will require a utility easement when this is developed. – Steve Davis, 11/26/2024.

GAS

Gas Department- No Comment – Wayne Williams, 11/26/2024.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 11/26/2024.

BUILDING

No comments received as of 12/13/2024.

PUBLIC WORKS

Public Works has no issues with this item. An area of concern however, is the fact that the developer will be adding traffic to an already congested area and this development will not have a direct way to access US 27 Southbound lanes. – Cliff Kelsey, 12/2/2024.

HOUSING & REDEVELOPMENT

No comments received as of 12/13/2024.

LAKE COUNTY PUBLIC WORKS

Lake County Department of Public Works recommended requirements for the Venice at Lake Harris PUD impacts to roadways and drainage systems are the following based on the concept plan.

Please be advised that the developer's concept plan has the county roads on the east side labeled as private. The roads are South Corey Island Rd and Corey Island Road.

Access proposed from Magnolia Ave may not be allowed and will require further evaluation. Request the applicant meet with me to go over the proposed plan..

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.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Traffic:

- A Traffic Impact Study will be required of this development. The study must be review by City of Leesburg, Florida Department of Transportation, and Lake County.

--Seth Lynch, 12/24/2024

LAKE COUNTY SCHOOLS

This project is subject to school concurrency review.... Please find attached a No Impact letter for the Venice at Lake Harris project. – Heather Croney, 12/9/2024

PUBLIC RESPONSES

Approval

Disapproval

2

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

1. "To whom it may concern,

I am extremely against the construction of the townhome project, bordering the South side of my property. I live at 4222 Corley Island Rd, and one of the selling points for me when we purchased our home was that when I look at my back windows all I see is a beautiful wooded lush natural Florida landscape that was supposed to be "unbuildable".

I do not believe that the square footage of the lot behind our property is big enough nor capable to handle the

construction load of what they are prepared to build.

I have walked back there several times throughout the years since we have lived here and the ground is always wet and

mushy beneath my feet. No amount of Fill dirt will prevent the ground from caving in. I'm sure you are aware of the

sinkholes happening all across the villages. That is bound to happen here considering there is a spring in the pond

located in the Northwest end of the lot and in the Southwest corner where the mouth of the canal starts.

These two

springs feeding the Harris chain should prevent builders from construction in this area. It should be preserved and

protected by the city, county, state and the EPA.

I'm concerned about the retention pond shown in the mock up of the community. It will leak into the spring and

contaminate the water in the river and then it will contaminate the lake.

These trees serve as a buffer to my community to block out the traffic of US Highway 27. Not to mention the traffic

heading North and South on 27 is so bad some days I cannot even turn off my road for 10 minutes because the traffic is

so heavy. This will only add to the problem.

As a Realtor serving Lake County, I can guarantee you that these homes will not sell fast. There is no appeal to living in a

community that is surrounded by the back sides of other homes, even if you build a wall. It will not look good and we will have major drainage issues. Then there's that hideous storage unit with its lights on 24/7. The lights are so bright that it is now shining through the trees at night and into my home. Whoever owns one of these townhomes, that's all they'll be looking at that stupid building and its bright lights. Lastly, There is lots of wildlife, so many different types of birds and animals that I've seen, more than I have seen anywhere else in Florida and I have lived here my whole life. Please stop this construction from happening. Thank you,"
- Jenna Loyd, 12/6/2024

2. Neighborhood Petition



Petition in Opposition to CASE# SSCP-24-382 Venice at Lake Harris – Small Scale Comprehensive Plan Amendment

On Thursday, March 20th at 4:30 PM, The Leesburg City Commissioners will meet to hear the developers of Venice of Lake Harris. They are going to propose a change to R-6 zoning to Max Density for housing development and C-1 Commercial.

It is to our benefit to have all neighbors present at this meeting.

Numbers can make a difference.

**The Community of Corley Island Rd. and Magnolia Ave.
object to the following changes.**

- 1. A Devastating Change to Our Communities is being proposed.**
 - a. The residential areas on both sides of the Banana Cove Canal strongly believe that changing the comprehensive plan will be devastating to the environment and community.**
 - b. The Developer wants to change the R-6 zoning density from (1 to 2 houses per buildable acre), to a max density development of an undefined amount. This will impact this area. In Addition to that they will request a change that will allow C-1 Commercial (Neighborhood Commercial) SPUD (Small Planned Unit Development)**
 - c. The Developer wants to annex this Lake County controlled property to a City of Leesburg controlled property, Through Annexation.**
 - i. The legal description of the property in question is found in Section 2, Township 20 South, which is 24 East Lake County, Florida.**
- 2. The Property is Designated as Wetlands R-6. Mixed Forested Wetlands.**
 - a. FEMA has defined 3+ acres of this property as wetlands.**
 - b. St. Johns River Water Management District has upheld the natural surface water runs off to natural wetlands caused by Corley Island Rd. The road runs off, flows downhill through 7 Residential lots to the natural existing wetlands area. This excess of water from the wetlands then will end up in the Banana Cove canal flowing to Lake Harris. SJRWM recognizes this area as 3+ acres that are mapped. as wetlands, no Build zone.**
 - c. The State of Florida has the Right of Ownership to the Banana Cove Canal as it is a Navigable Waterway to and from Lake Harris.**

- d. Surface water has a meandering property line ownership as regulated by the fluctuating water level of Lake Harris, currently. **63.85 msl max High level the 100-year flood level is at 65.13 ft msl.** Any lands below **63.85 msl** are considered flooded. Building setbacks must be 100ft from the Wet areas.
 - e. **The land acts as a natural surface water littoral filter area.**
 - f. **FDOT has always drained US Highway 27 surface water runoff** from the current EMS Facility south to Corley Island Rd catch basin, from there a culvert drains underground Corley Island Plaza into the Banana Cove Canal and then east exiting into Lake Harris.
 - g. The Lake County Road named Corley Island Rd. distributes all storm and surface water run off to six residential lots 4142,4146,4148,4222,4240,4300 and 4314 and 1 Commercial Plaza on the south side of the road. During storm events and hurricanes this surface water overflows until it can percolate or collect the said property wetlands at the lower elevation of the wetlands and then to canal.
 - h. **Wetlands are essential to manage the overflow from these natural disasters to advert flooding** which is no longer covered by Florida Home Insurance.
3. **The Poor Road design of Corley Island Rd leads to Greater Traffic Concerns.**
- a. U.S. Highway 27 has exploded with the influx of traffic due to the expansion on the west side of the highway causing exceptionally long wait times and long lines.
 - b. We are already at max density in our area for traffic flow. **Adding 84 to 100 more drivers would be devastating** to an already overcrowded and poorly designed exit onto Highway 27.
 - c. **This could foreseeably back traffic into both residential roads** leading to road rage as people try to enter and exit onto the

highway with a 55+ mile an hour speed limit. **This could make an already dangerous intersection road deadly.** Check the Accident stats of LPD.

- d. When traffic is diverted from the turnpike onto 27, you can spend a long time 10 to 15 minutes to access North and South bound lanes.
- e. Since the development behind Ravenswood has reached full compacity there has been an explosion of traffic as hundreds of drivers try to ingress/egress, nightmares at the Magnolia Ave Area.
- f. This development would cause havoc as the Developments Access bridge would merge with the existing population of Magnolia Ave accessing Hwy 27.

4. Possible Annexation of the Neighborhoods Corley Island Rd. and Magnolia Ave.

- a. It's a possibility that with the zoning change, the city may try to annex both neighborhoods into the City of Leesburg.
- b. **The developers want us to accept their annexation** for their benefit and our detriment.
- c. We want to keep our current systems of wells and septic systems under the county.
- d. The **Developers want to cram in a C-1 Commercial max density (0 to 18 dwellings per acre plus Variances)** project so they can make the largest profit possible this will cause reduced value of our and property and houses.
- e. If the Developer moves forward, it will likely mean eight, 3 story townhouses, holding 42 families (80 to 100 people practically on top of us!?! Less than 100 feet away
- f. **That could be up to 200+ people in a 4+ acres** area situated between our currently quiet neighborhoods. We do not want this change to be in our peaceful area.

- g. With that come 2 cars per house holds along with dogs and cats, boats and R.V.s with no areas for storage. This defies logic to our detriment so that a developer can make money.
 - h. In distressed times people love Legal or illegal options like take the back exit gate on South Corley Island Rd to County owned Corley Island RD to HWY 27.
 - i. People will Trespass in OUR neighborhoods just because they can.
5. **Maintain the Current R-6 System**
- a. Our Neighborhoods will agree to allow the developers to build if they abide by the current R-6 zone building guidelines with no alteration to the existing boundaries of the existing wetlands, as per FEMA and the St. John's River Water Management District.
 - b. This allows 2 houses per buildable acre.
6. **These Wetlands are Unsuitable for Housing Development**
- a. This area is called the Wetlands because it is unsuited for construction because of soil and land conditions.
 - b. It is a collection of sinkholes, giant root-masses overlayed with muck at water level in many places.
 - c. It has been sold several times for back taxes and Quit Claimed because it is unsuitable as a human residence in many places.
 - d. During storm and high wind events, trees are uprooted and fall; with tornados and updrafts spawned in what our neighborhood calls this area "Tornado Alley."
 - e. This property serves as an environmentally sensitive region for surface water filtering.
 - f. This property also serves as a wildlife refuge for animals driven out from other building projects in the South Leesburg Areas. The following animals have been seen on the property.
 - g. Bears, coyotes, foxes, raccoons, gopher tortoises, turtles, Scrub Jays, Eagles, Red and Brown Hawks, Ospreys, Cardinals, Mocking Birds, and lots of Alligators and snakes. We have even seen a Florida Panther and a Red Wolf.

The neighbors have said that this property would be ideal for a small park refuge with quiet walking trails and fishing.

Petition Signatures

We appreciate your support on keeping our two quiet neighborhoods calm, peaceful and ideal for small families.

Corley Island Rd

Names	Address
<i>Jan D. Williams</i>	4142 Corley Island Rd
<i>Dee Ann Williams</i>	4142 Corley Island Rd
<i>John & Corrin</i>	4146 Corley Island Rd
<i>2505 { Jenna Lloyd & Charles Lloyd }</i>	4222 Corley Island Rd
<i>Jamie A Reed</i>	4240 Corley Island Rd
<i>Patricia Heiman</i>	4240 Corley Island Rd
<i>John McWilliam</i>	4210 Corley Island Rd
<i>Jan T. Ryan</i>	4210 Corley Island Rd
<i>Shirley Ann</i>	4300 Corley Island Rd
<i>John Powell</i>	4300 Corley Island Rd
<i>John</i>	4314 Corley Island Rd
<i>B. Annette Zimby</i>	4314 Corley Island Rd
<i>Jan D.</i>	4326 Corley Island Rd
	4326 Corley Island Rd
	4410 Corley Island Rd

Names	Address
	4410 Corley Island Rd

<i>Denise Sleete</i>	4345 Corley Island Rd
<i>Ally Stud</i>	4345 Corley Island Rd
<i>Stephen David Soltan</i>	4129 Corley Island Rd
<i>Carrie Ann Soltan</i>	4129 Corley Island Rd
	4139 Corley Island Rd
<i>Billie Ann Pinner</i>	4139 Corley Island Rd
<i>Charles Pinner</i>	4139 Corley Island Rd
<i>Sadie Williams</i>	4211 Corley Island Rd
<i>Scott W. H.</i>	4211 Corley Island Rd
<i>Ed W. H.</i>	4227 Corley Island Rd
<i>Nick Miller</i>	4227 Corley Island Rd
<i>Mark Nowe</i>	4243 Corley Island Rd ✓
	4246 Corley Island Rd
<i>Denise Steehler</i>	4246 Corley Island Rd
<i>Canthony Puer</i>	4327 Corley Island Rd ✓
<i>Joe</i>	4327 Corley Island Rd
	29203 Corley Island Rd
<i>M. H.</i>	29203 Corley Island Rd
Names	Address

<i>Dorise Kellran</i>	29202 Corley Island Rd
<i>Anthony C. Wicks</i>	29202 Corley Island Rd
	29210 Corley Island Rd
<i>Julie Lison</i>	29210 Corley Island Rd
	29216 Corley Island Rd
<i>Arabella</i>	29213 Corley Island Rd
<i>Angie Lister</i>	29213 Corley Island Rd
<i>Roger Seave</i>	29205 Corley Island Rd
<i>Debra Bone</i>	29205 Corley Island Rd
	29220 Corley Island Rd
	29220 Corley Island Rd
<i>R.</i>	29340 Corley Island Rd

Likatha Ortiz	29340 Corley Island Rd
	4246 Corley Island Rd
	4246 Corley Island Rd
Darwin Beck Jr.	29401 Corley Island Rd
Turner Beck	29401 Corley Island Rd
	2941 Corley Island Rd 1

Names	Address
<i>See Ed</i>	
Tommy West	29411 Corley Island Rd
Walt Math	4216 Corley Island Rd
Jennifer Matheny	4216 Corley Island Rd
	29415 Corley Island Rd
	29415 Corley Island Rd
Gary Herrera	29239 S. Corley Island Rd.
	4315
Karen Lopez	4315
Carol L. Brown	4409
Patricia Brown	4409 Lake St.
Chad Wyatt	4222 Lands End Lane
Carolyn Wyatt	4222 Lands End Lane
	29411 Jesses Ln
	29411 Jesses Ln

Names

Magnolia Ave/Address

LENA TIPTON	4235 MAGNOLIA AVE Leesburg
ROBERT ERICE	4235 Magnolia Ave Leesburg FL 34
John Ball	4227 Magnolia Ave, Lsbg Ave
Donna Walter	4243 Magnolia Ave
Kenneth Walter	4243 MAGNOLIA AVE.
Robert Walter	4243 Magnolia Ave
Shelia Walter	4243 Magnolia Ave
Annaly Bygell	4251 Magnolia Ave
Al Bygell	4251 Magnolia Ave.
Walter Bygell	4305 MAGNOLIA AVE, LEB, 25
Robert Bygell	4321 Magnolia Ave, Leesburg
P. L. Bygell	4320 MAGNOLIA AVE, LEBURG
John C. Hallberg	4331 MAGNOLIA AVE, LEBURG, FL
Cynthia L. Hallberg	4331 Magnolia Ave
Kam Bunch	4341 Magnolia Ave Leesburg
John Bunch	4341 Magnolia Ave Leesburg
William Storking	4248 Magnolia Ave, Leesburg
M. Bunch	

--	--

Names

Address

Larry Tinkey	4315 Lake St Leesburg, FL 34748
Elah Tinkey Elah Turkey	4315 Lake St. Leesburg, FL 34748
Glenda Carrier	4320 Lake St. LEESBURG, FL 34748
Roger Anderson	4333 Lake Street 34748
Han Anders	4333 Lake St Leesburg 34748
Geese Ann	4333 Lake St Leesburg 34748
Diane Devlin	4340 Lake St
Zornie Devlin	4340 Lake St Leesburg FL 34748
Peggy Lawson	4340 Lake St Leesburg
Michael Lawson	4340 Lake St Leesburg FL
James Lawson	4340 Lake St Leesburg FL
Wynne	4305 Lake St. Leesburg FL
Lise Hules	4305 Lake St. Leesburg IL
Anthony C. Wicks	29220 S. Cortez RD



201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandenburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

December 9, 2024

Venice at Lake Harris, LLC
Lowndes
Care of Tara L. Tedrow, Esq.
215 N. Eola Dr.
Orlando, FL 32801

RE: Venice at Lake Harris – Leesburg
School Concurrency – Letter of No Impact #NI2024-22
Alt Key(s): 1293707, 3874496, 1081891 - approximately 8.767 acres

Dear Ms. Tedrow:

The school district has received your request for a school concurrency review for forty-two (42) single-family attached (townhome style) dwelling units on approximately 8.767 acres. The property is currently undeveloped.

Please be advised that 42 single-family attached units would generate approximately thirteen (13) students which would be considered a de minimus impact for the school district. Therefore, full school concurrency review will not be required at this time.

If you should have questions or need more information please do not hesitate to contact me at 352-253-6696 or by email at croneyh@lake.k12.fl.us.

Sincerely,

Heather Croney
Growth Planning Department

"Equal Opportunity in Education and Employment"



December 18, 2024

Max VanAllen
Planner, Planning & Zoning Department
City of Leesburg
204 North 5th Street
Leesburg, FL 34749

Subject: Venice at Lake Harris – TIA Review Comments

Dear Ms. Max,

WSP has reviewed the Traffic Impact Analysis (TIA) for the Venice at Lake Harris development. The project site is located on the northeast corner of US 27 and Magnolia Avenue in Lake County, Florida. The proposed development will consist of 48 townhome dwelling units and 14,000 square-foot of strip retail plaza.

The TIA was reviewed for consistency with the Traffic Impact Study Methodology and Guidelines adopted by the City of Leesburg and Lake-Sumter MPO, Lake County Congestion Management Process (CMP) Database, Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition, and current traffic impact study best practices. The following list of comments is for your review and consideration.

1. **Build-Out Year:** Please confirm if the development is still anticipated to be completed by the year 2025. If not, please consider updating projected analysis.
2. **CMP Database:** It appears an older version of Lake County CMP Database has been utilized. Please use the most recent (Oct 2023) version of the CMP Database.
3. **Study Area:** Please consider analyzing 'US 27 and English Rd/Connell Rd intersection' additionally, which is located within the 1-mile radius of the development.
4. **Intersection Analysis:** Please note that Synchro is recommended over HCS in general for the intersection analysis.
5. **Table 3 (Trip Generation):**
 - a) Please note that ITE Trip Generation Manual 11th Edition recommends using fitted curve equation method over average rate method when there are 20 or more data points. For instance, the PM peak trip generation in Table 3 for land use code 822 should be based on the fitted curve equation instead of the average rate method.
 - b) When the fitted curve equation method is utilized, an 'equation' needs to be provided instead of a numerical 'rate.'

Kind regards,

Md Sakoat Hossan, PhD, PE, PMP, PTOE, RSP₂₁

WSP USA
301 East Pine Street
Suite 1020
Orlando, FL 32801

Tel.: + 407 587-7800
Fax: +1 407 587-7960
wsp.com



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: April 24, 2025
OWNER: Venice at Lake Harris LLC
PETITIONER: Tara Tedrow, Esq., Lowndes Law o/b/o Ruben Larrea, Atlantikos Group
PROJECT: Venice at Lake Harris
REQUEST: Rezoning from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City SPUD (Small Planned Unit Development).
CASE NO.: SPUD-24-383

THE PLANNING & ZONING DIVISION RECOMMENDS:

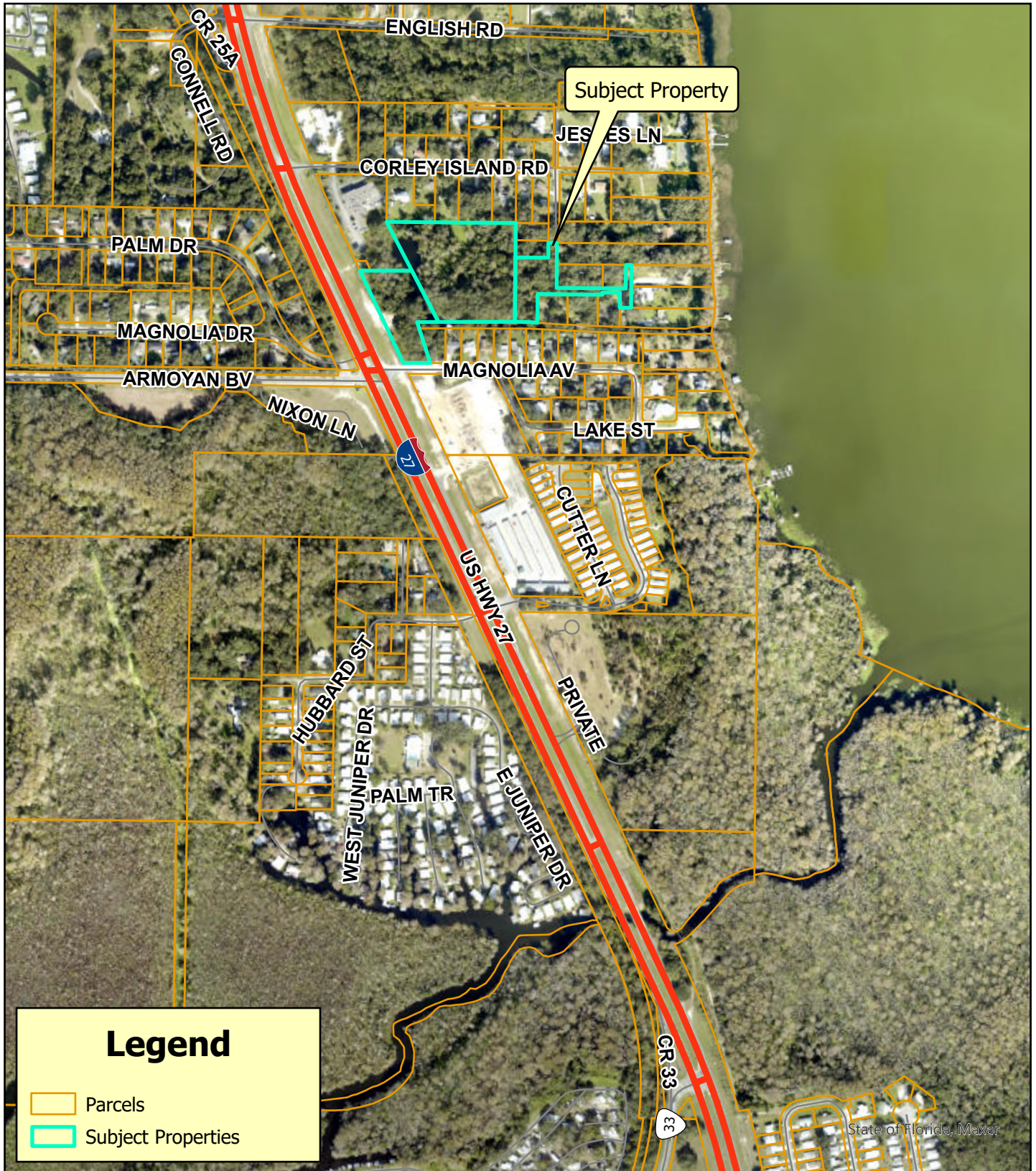
APPROVAL of the request for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County C-2 (Community Commercial District), R-6 (Urban Residential District), C-1 (Neighborhood Commercial); City of Leesburg SPUD (Small Planned Unit Development), PUD (Planned Unit Development), and C-2 (Community Commercial).
2. The proposed zoning is compatible with the proposed future land use designation amendment to City Low Density Residential, and the current surrounding Future Land Use designations, including Lake County Urban Low Density; City of Leesburg General Commercial, High Density Residential, Estate Residential, and Conservation.
3. The site is located near existing City utilities near US Highway 27.
4. The proposed request does not appear to create a detriment to surrounding properties and based on the proximity to US 27, as conditioned in the attached SPUD zoning.

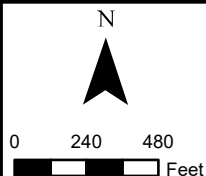
Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District) to City SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

Extended Aerial

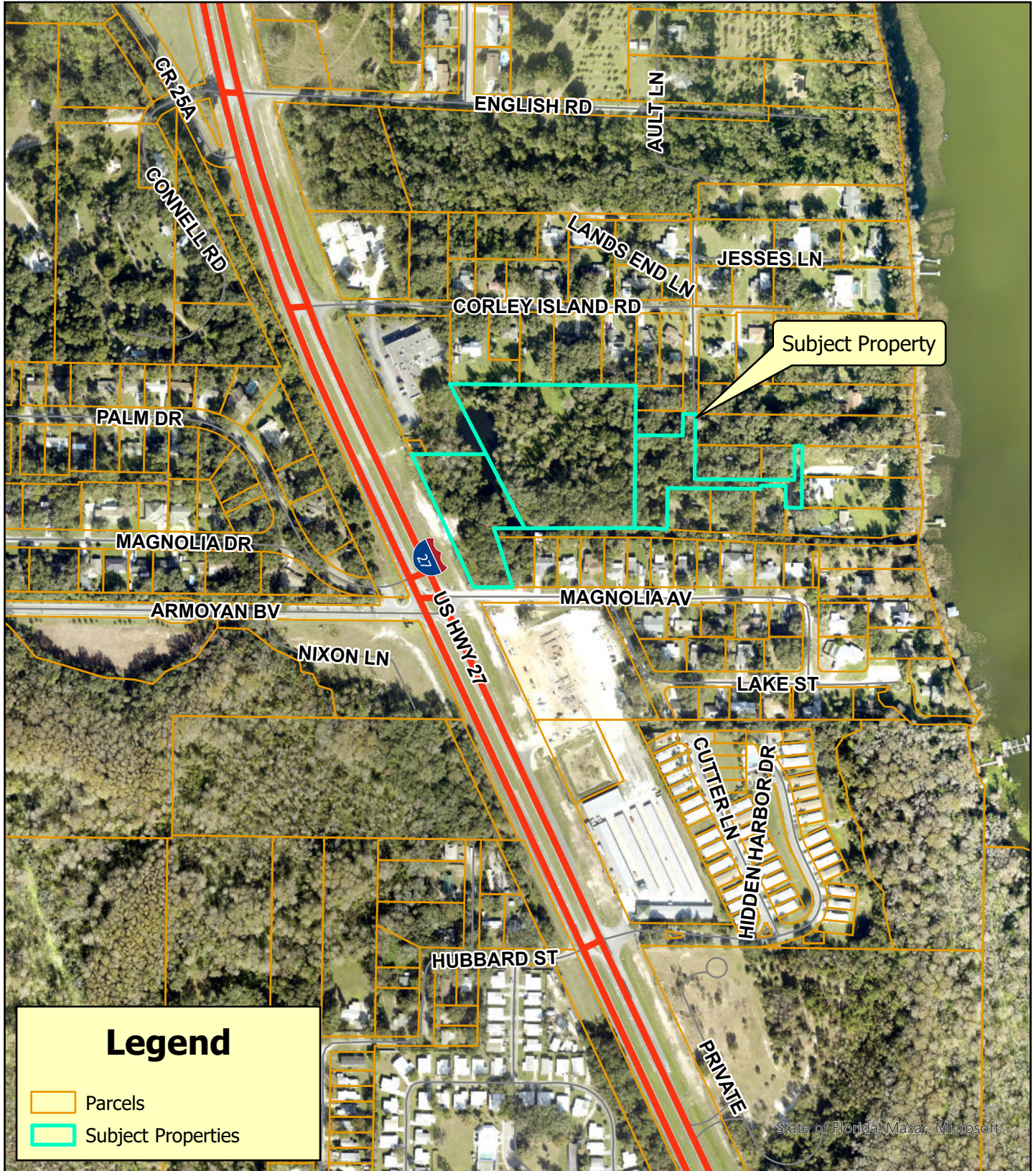


Planning & Zoning Division

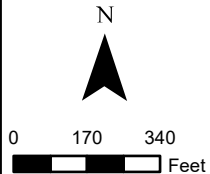


Venice at Lake Harris
ANNX-24-381; SSCP-24-382; SPUD-24-383
Alternate Key(s): 1293707, 3874496, 1081891
Section 02, Township 20 South, Range 24 East
November 25, 2024

Aerial

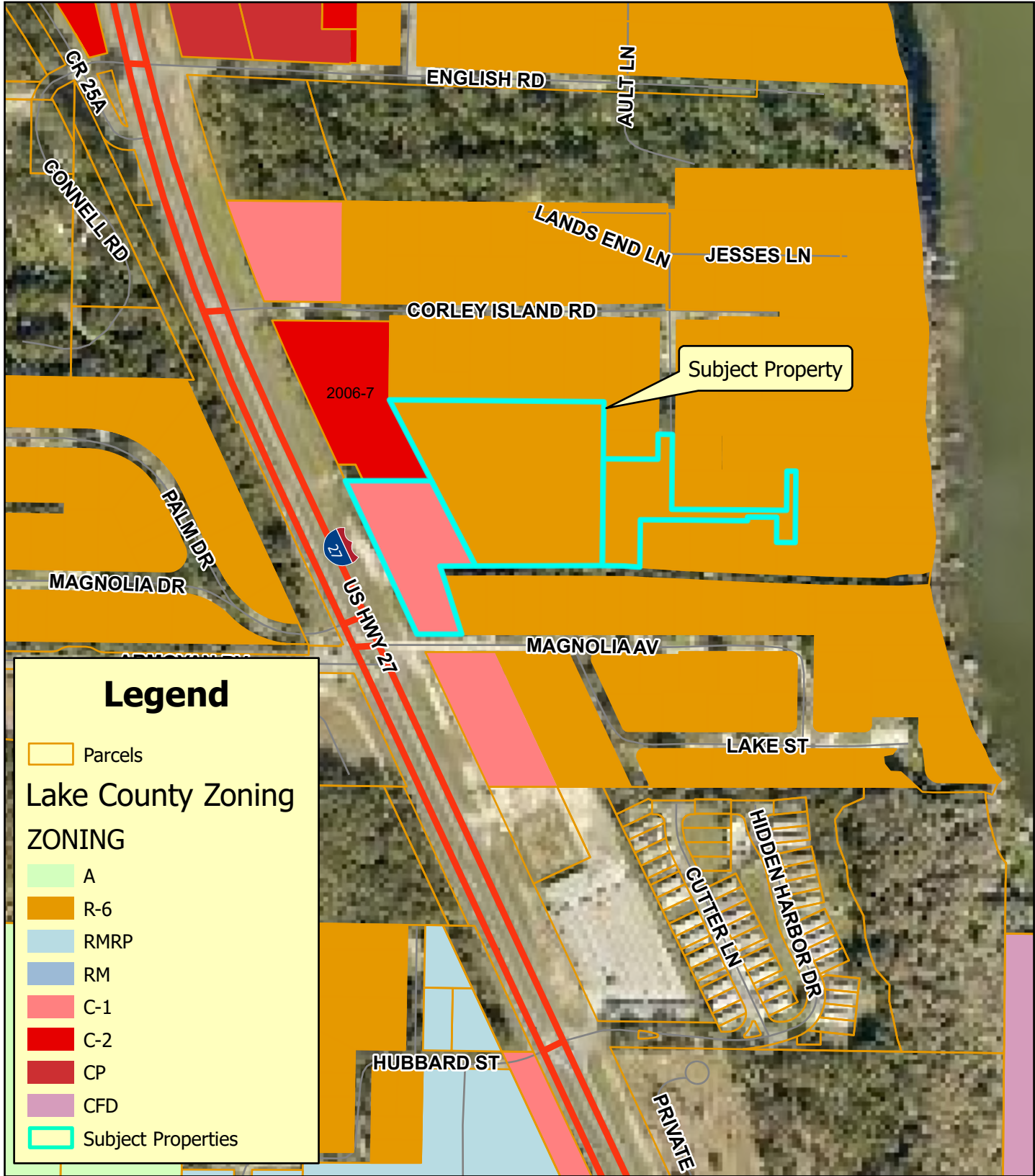


**Planning
& Zoning
Division**

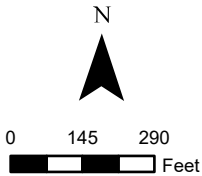


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Lake County Zoning

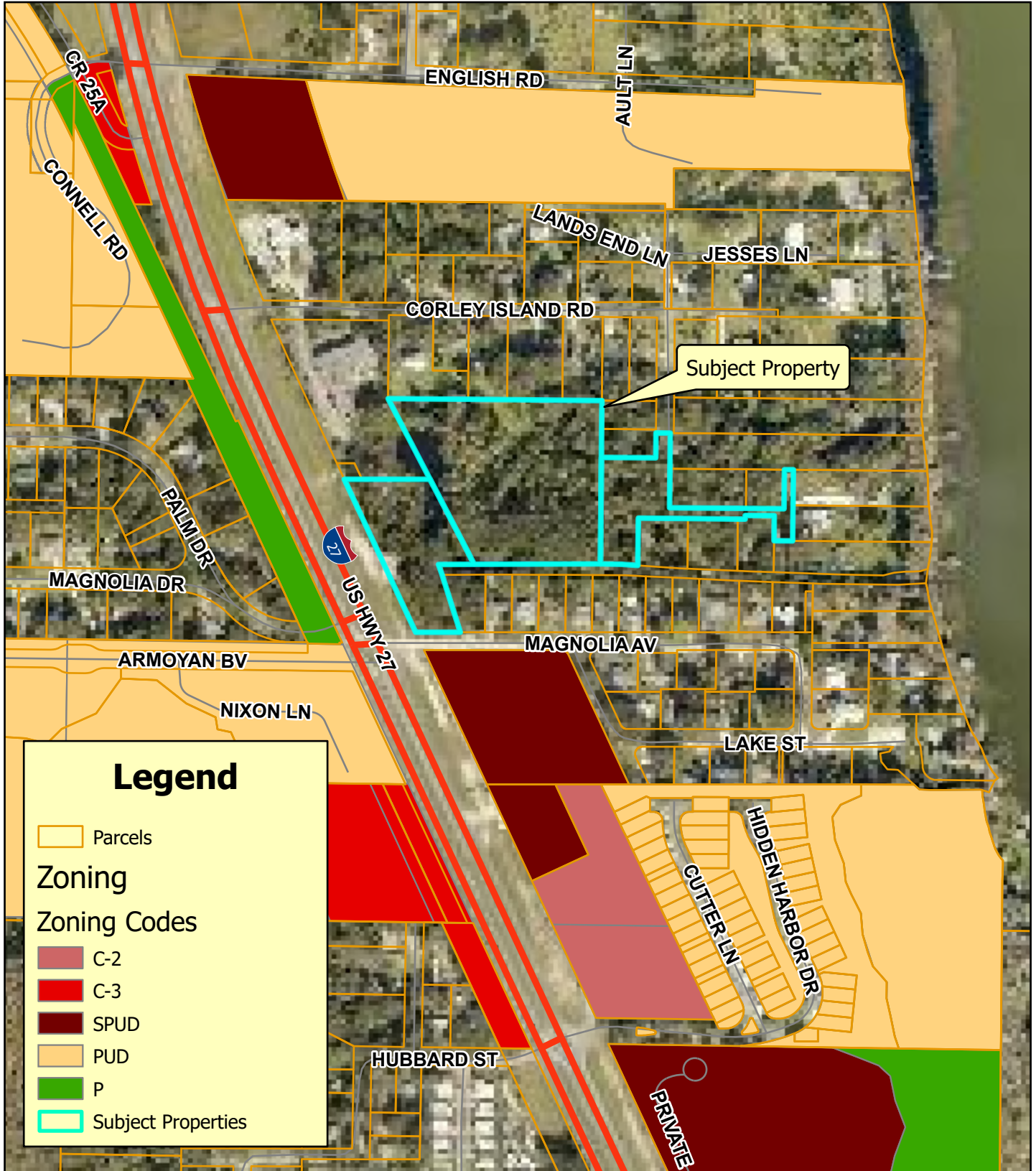


**Planning
& Zoning
Division**

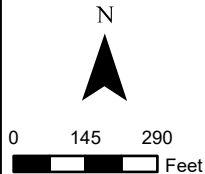


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City of Leesburg Zoning

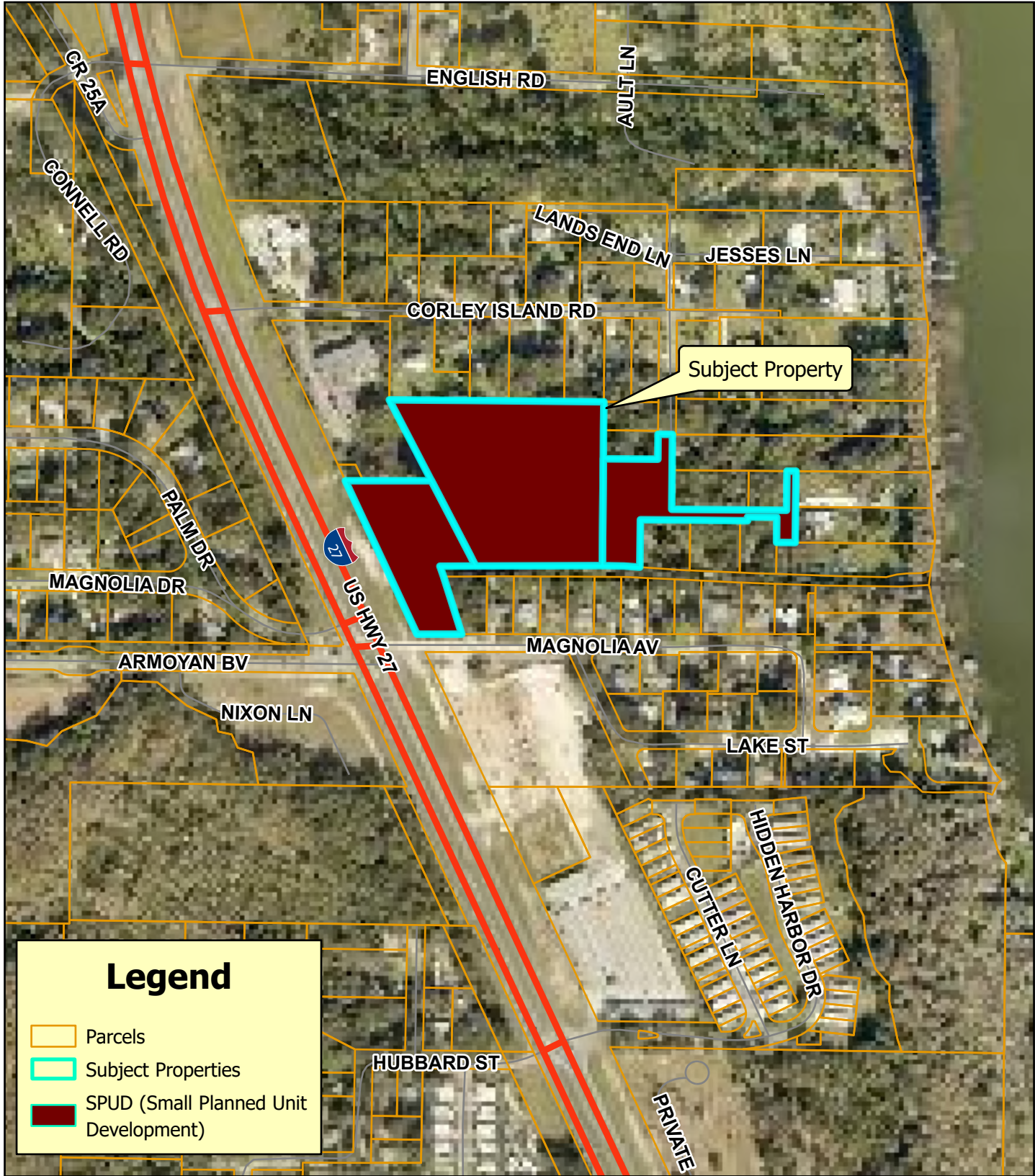


**Planning
& Zoning
Division**

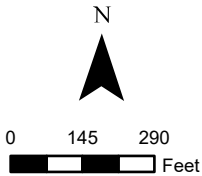


Venice at Lake Harris
 ANNEX-24-381; SSCP-24-382; SPUD-24-383
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 Section 02, Township 20 South, Range 24 East
 November 25, 2024

Proposed Zoning

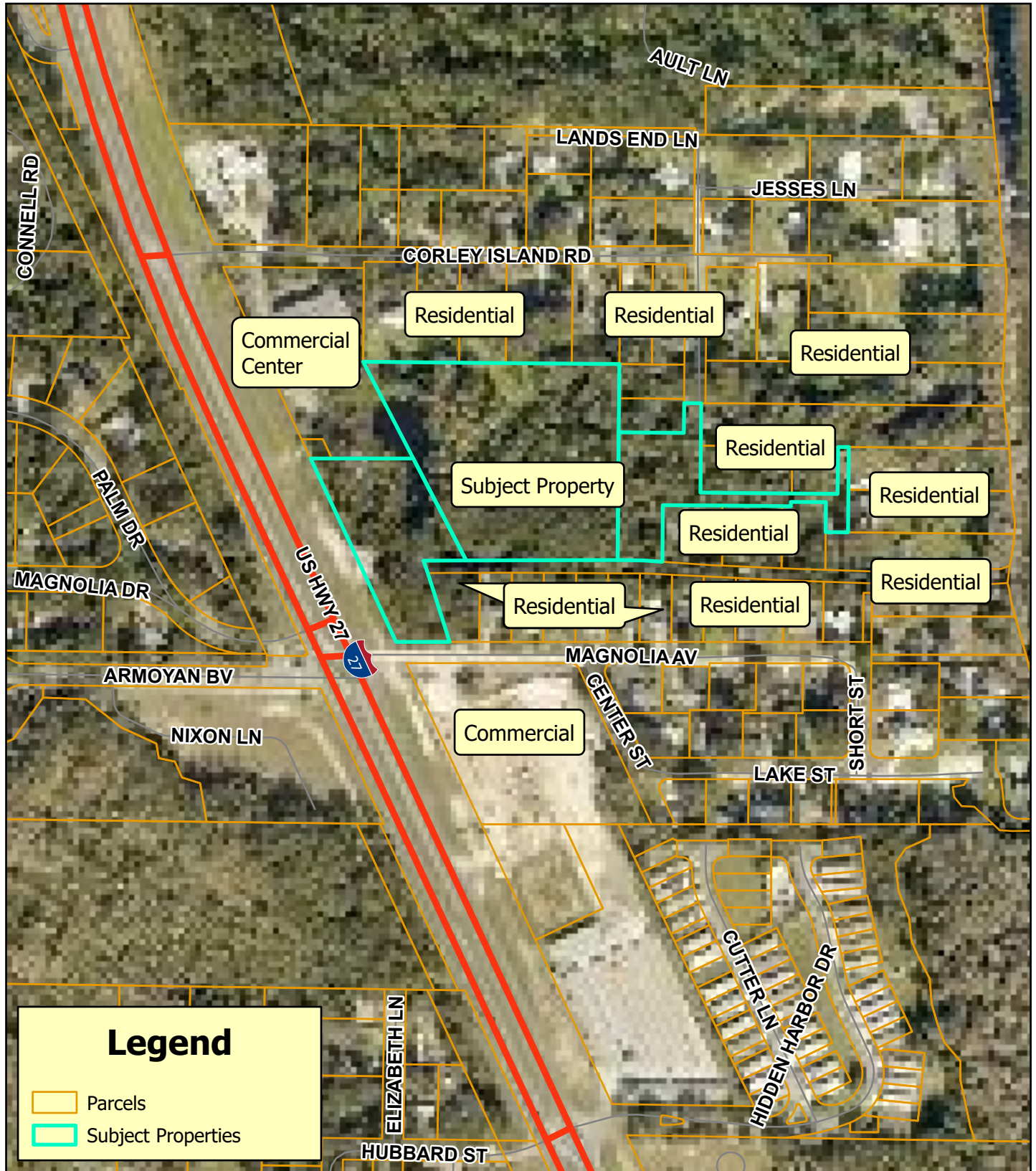


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Surrounding Land Uses

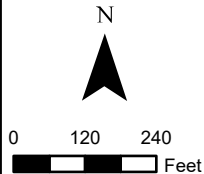


Legend

- Parcels
- Subject Properties



**Planning
& Zoning
Division**

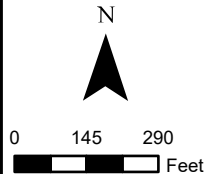


Venice at Lake Harris
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Community Redevelopment Area

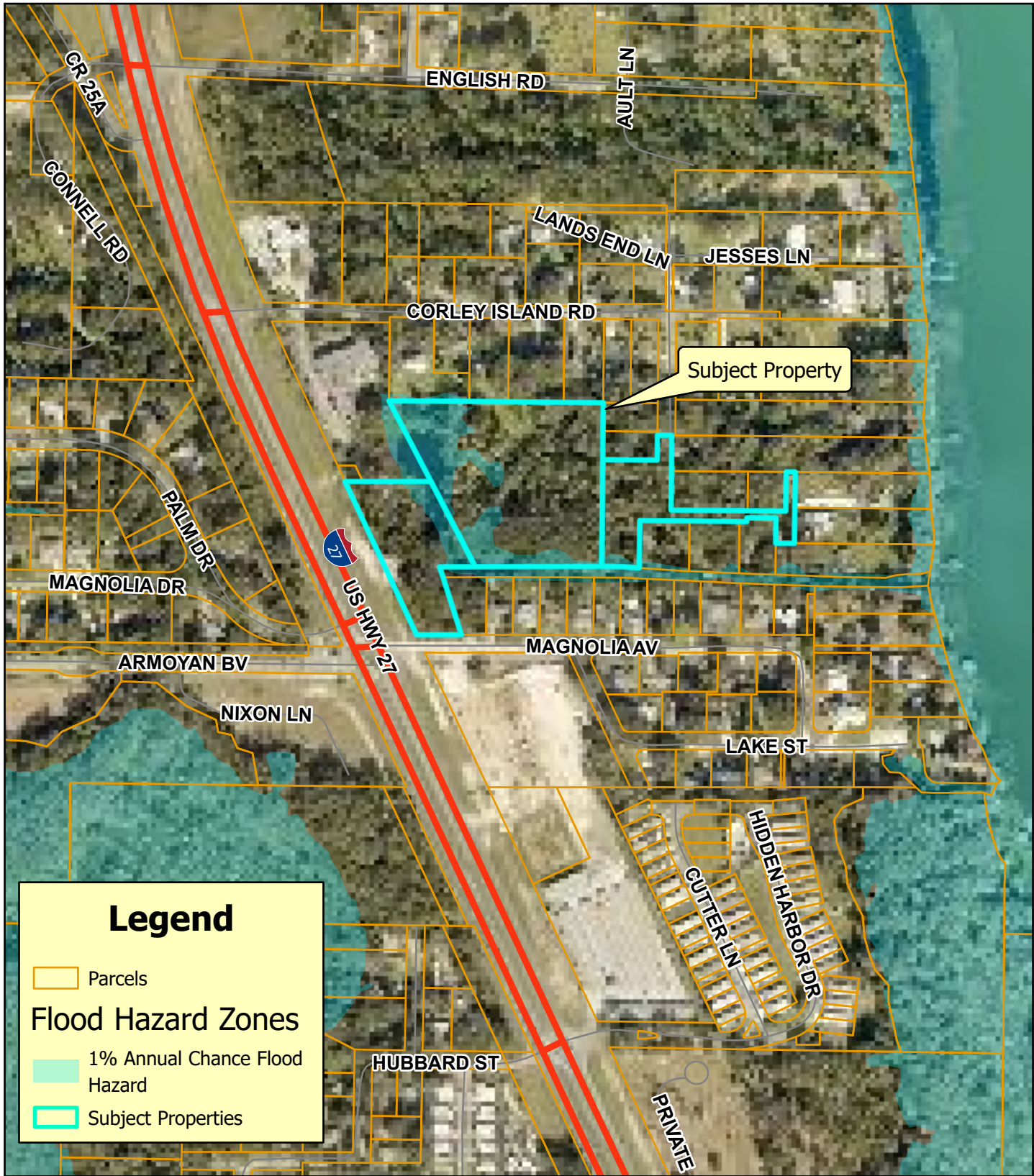


**Planning
& Zoning
Division**

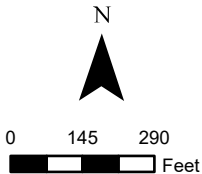


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Flood Zone

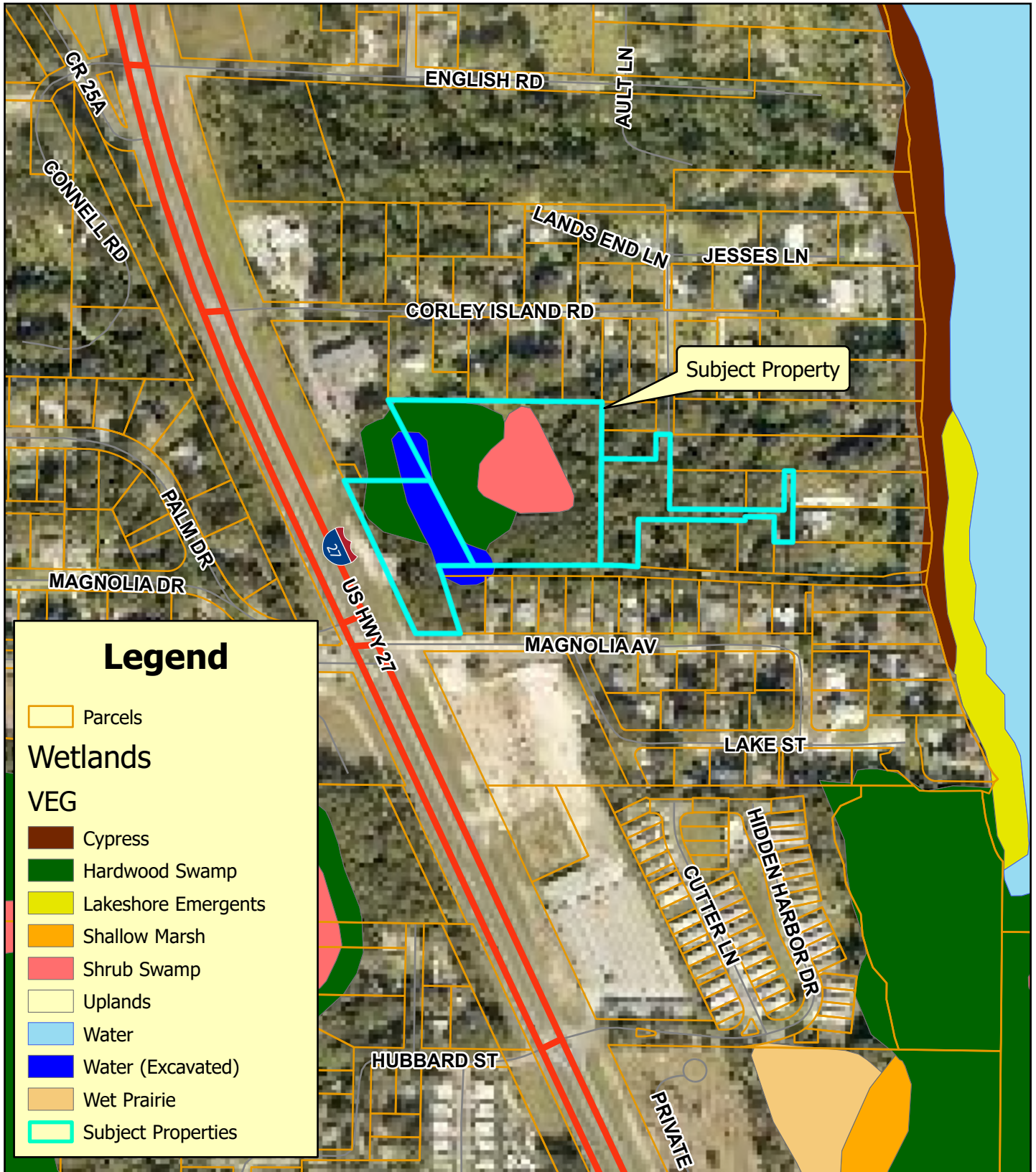


**Planning
& Zoning
Division**

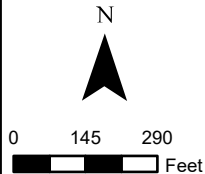


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Wetlands



**Planning
& Zoning
Division**



Venice at Lake Harris
 ANN-24-381; SSCP-24-382; SPUD-24-383
 Alternate Key(s): 1293707, 3874496, 1081891
 Section 02, Township 20 South, Range 24 East
 November 25, 2024



Close up of Sign on Property from Magnolia Avenue.



Looking north from Magnolia Avenue along US 27.



Looking east along Magnolia Avenue.



Looking south from Magnolia Avenue along US 27.



Looking west from Magnolia Avenue across US 27.



Close up of Sign on Property from US 27.



Looking north along US 27.



Looking east from US 27.



Looking south along US 27.



Looking west across US 27.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY, MARCH 20TH, 2025.

Commissioner Carter moved to APPROVE the minutes from the March 20th, 2025 meeting. Vice-Chairman Sanders SECONDED the motion, which PASSED by a vote of 7-0.

Dianne Yekel, Senior Planner swore in staff as well as anyone wishing to speak.

Chairman Sennett called for the first case under old business be brought forward.

OLD BUSINESS

1) PUBLIC HEARING CASE # SSCP-24-382 – VENICE AT LAKE HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 8.77 +/- ACRES FROM LAKE COUNTY URBAN LOW TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND NORTH OF MAGNOLIA AVENUE, AS LEGALLY DESCRIBED IN SECTION 2, 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, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Venice at Lake Harris SSCP)

Dan Miller stated for the record permission to discuss both cases together and vote separately.

Dan Miller introduced case number #SSCP-24-382 – Venice at Lake Harris – Small Scale Comprehensive Plan Amendment and case number #SPUD-24-383 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, went over the PUD requirements, design and architectural standards, recreational requirements, phasing, or expiration clause; and stated all development must be on City water and wastewater; so, there will be no wells or septic systems on the property.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments. Lake County School Board comments noted; comments read into the record. Lake County Public Works comments noted; comments read into the record, and Public responses – packets provided for the

Commission and neighbors did express significant concerns; comments noted; comments read into the record; residents also provided a petition, which is included in the Commissioners packets which contains over 80 signatures from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper. Staff did ask the applicant and the applicant did conduct a neighborhood meeting to speak with the neighbors, both the applicant and neighbors have presentations and comments they wish to provide to the Commission today. Staff thanks the applicant and the members of the community for their input in regarding the application and for reaching out to the neighbors and for coming to this meeting to talk about it; as stated in the opening remarks after the presentation, there will be a time for applicant and the Public to comment.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval; this is a recommendation that will go forward; whatever this Commission decides; final decision from the City Commission.

Chairman Sennett stated if the Commission have any questions of Staff.

Logan Opsahl, Lowndes Law Firm 215 North Eola Drive Orlando, Florida thanks Commission for their time, consideration, and service, efficient with time, certain topics raised; reserve some time to respond, thanks Staff for the time on the proposed project; Community meeting back in December, ongoing discussion with Staff; plan, surrounding zoning, previous proposed; 47 units, feedback at community meeting, feedback from district Commissioner, and the City as a whole, density, reworked site plan; reduce SF townhomes; 26 units, 4:1 per acres, proposal; 2.3 dwelling units per acre; less than 3 per acres across the site, provided a 40% reduction; unit count, commercial development; support residential in the back, view as down zone the property, account for commercial, provide much more setbacks; PUD noted, provide stormwater retention pond; north side of the property; flooding concern, further buffering, open space, wetlands; exist, discussed project; amount of permitting and approvals required; impact on wetlands, provide appropriate retention capacity, happy to respond to access on Magnolia, lowering density; reduce traffic, Staff very collaborative, less dense project, maintains/preserves; natural vegetation, improving existing canal; fully permitted, amenities; boat ramp; kayaks, improvement in that area; appreciates everybody here tonight; tried to provide a thoughtful product.

Chairman Sennett stated if the Commission have any questions of the applicant or representative.

Citizens' comments: went over charts of Corley Island Road; aerial maps, Lake County jurisdiction, change COMP plan; no, 40%, about 8 acres, private roads; never sold to applicant, a lot of families; small spots, not allowed; go down Corley Island Road, 30 years; road recapped, no help; FEMA, books; for Commission; FDOT; dumping water, situation; two lane highway; four lanes, pictures, flooded, develop; illegally, canal; ditch, Corley Island Road; east end, flood roads, go into wetlands, overlays; Staff done excellent job representing both sides, ditches; turn

into canal, property; 60' deep, County allowed; plaza, 18" covert, water; comes up, hurricanes; flooded, door steps, need help; love land, own good portion; Corley Island Road; need help with roads, and drainage, commercial; no problem on 27, no bridge; across the canal, please read information provided to the Commission, go to R-6; 2 dwellings per acre; at 5 acres, use road; no problem, first/second draft; commend applicant, help; back of the property, doesn't become a lake, wish it stay with Lake County, a lot of wildlife; foxes, wolf, gopher turtles; on property, protected, family of four, no gate in back, really nice neighborhood, do the Commission; understand, government housing, concerns; traffic, plan for 27, move vehicles, traffic study; done, account; for trucks, can't turn into Magnolia, entrance; heading north 27, south from Leesburg; Magnolia Road, water; runs down Magnolia, U-Haul trucks; trailers, retention ponds; overflow, traffic safety, 8.77 acres; some commercial, real number; for units per acre, turn off into Lake Denham, south; turning lane, U-turn; short, next U-turn; Lake EMS; bad spot, small canal; plans on basin, fragile, eco-system; canal, run-offs, back door; 50' from canal; plans, pollution, Leesburg Commissioners; decision for neighborhood, attended annexation meeting; opposed to master growth plan, not opposed to growth; responsible growth, acres of woodlands; City allowed, last year, lost foundation; area exceptional, love privacy, woodland, and wildlife, careless vote; destroy neighborhood, can't vote for or against, flooding; woodlands striped; no regards.

Logan Opsahl, the applicant addressed comments from the citizens and stated entitlements; presented, low density residential, availability; City to add conditions, connectivity; Corley Island Road, not connected, utility activity; private easement, work with Staff, property; unique, commercial/residential entitlements; in place today, SPUD vehicle; concerns, wetlands on property; deal with issues, past hurricanes; 200 year events, bad, legislature/state increased requirements, approvals; FDOT, County, City, FEMA, Water Management District, Army Core, enjoyed history; area, six government entities; make sure accounted for, did hear you, more water; capacity, go through; approval, ditch; flooded in area, affect; neighbors, kayaks, certain grading; appropriate drainage, permitting, area approved per letter of the law, environment/wildlife; environmental study, properly dealt with per state law, reduce; unit count, preserve; natural trees, additional landscaping, meet City requirements, heard from today; stand for any specific questions.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioner Carter asked questions of the applicant regarding gophers, residents; mentioned eagles, part of the study, traffic study, canal; kayak access only, also, low density mixed use.

Logan Opsahl, applicant addressed comments from the Commission and stated the eagles will part of the study; strict regulations, have to be accounted for, kayak access only, and per the PUD it will have the mixed use; permitted uses.

Chairman Sennett closes discussion from the Public and then discussion took place

with the Commission.

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners' and Dan Miller discussed we are not voted on; appointed by the Commission, citizens of the community, take position very seriously, rights of citizens; able to own property, build on the land; follow rules, commend developer for meeting with the residents, buffers; around existing homes, set-back; don't back up; existing homes; Dan Miller stated there are set-backs for the building, but also buffers that goes from the property lines; 40' buffer, south side of property, natural habitation; Dan Miller stated yes ma'am, buffer; you can put a walking trail; buffers not a part of the lots, separate, maintained by HOA, buffer not heavily treed or scrub, City regulate, understands for the residents; Planning Commission, goes up to 4 units per acre; County; possible, Staff level; put conditions, minimize negative affect, not developed; significant amount of wetlands, people move in; more of these types of properties, hard job; responsible growth, happening, make sure Public hearing decision, City Commission; final decision; Dan Miller stated that is correct; Staff make recommendations based on the COMP plan and zoning code, a lot of development come through; negative/positive review, goes in to this body and City Commission; dates provided to Public for City Commission, traffic; Dan Miller stated it's everybody problem, City doesn't have direct authority; Chapter 163; state legislature, law, can't turn development down; traffic. Attorney, Jennifer Cotch stated if the applicant can show that they can make the development work and not make the road more deficient than it is, responsibility of the County; Dan Miller stated the City is ready to work with them all the time, understand the situation, it's an issue, what Dan has told you he has an obligation of the law to make certain recommendations; please come to the City Commission meeting and express your opinions there.

Chairman Sennett entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the first case.

Vice-Chairman Sanders made a motion to APPROVE case # SSCP-24-382 – VENICE AT LAKE HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	No
Chairman Sennett	No
Commissioner Carter	No
Commissioner Marshall	No
Commissioner O'Kelley	No
Commissioner Kaplan	Yes

Two yeas, five nays, the Planning Commission DENIED case # SSCP-24-382 – VENICE AT LAKE HARRIS – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the second under old business be brought forward.

2) PUBLIC HEARING CASE # SPUD-24-383 – VENICE AT LAKE HARRIS – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 8.77 +/- ACRES FROM LAKE COUNTY C-1 (NEIGHBORHOOD COMMERCIAL) AND R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED EAST OF US HIGHWAY 27 AND NORTH OF MAGNOLIA AVENUE, AS LEGALLY DESCRIBED IN SECTION 2, 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, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Venice at Lake Harris SPUD)

Chairman Sennett called for a vote on the second case.

Commissioner Marshall made a motion to DENY case # SPUD-24-383 – VENICE AT LAKE HARRIS – SMALL PLANNED UNIT DEVELOPMENT
Commissioner Carter SECONDED the motion.

The roll call vote was:

Commissioner Carter	Yes
Commissioner Kaplan	No
Commissioner Bowersox	Yes
Commissioner Marshall	Yes
Commissioner Sanders	No
Commissioner O'Kelley	Yes
Chairman Sennett	Yes

Five yeas, two nays, the Planning Commission DENIED case # SPUD-24-383 – VENICE AT LAKE HARRIS – SMALL PLANNED UNIT DEVELOPMENT.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 39.05 +/- acres; and being generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Bar Key II/Grace Groves ANNX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 39.05 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 39.05 +/- acres, generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to infill the existing, surrounding Bar Key development with the 39.05 +/- acres of associated residential development.

The property is surrounded by Lake County A (Agriculture), CFD (Community Facility District); and City 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 April 24, 2025.

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 39.05 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (BAR KEY II/GRACE GROVES ANNX)

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

Section 1.

Based upon the petition of Brookfield Kotler Land Partners, James P Harvey, 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 the 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

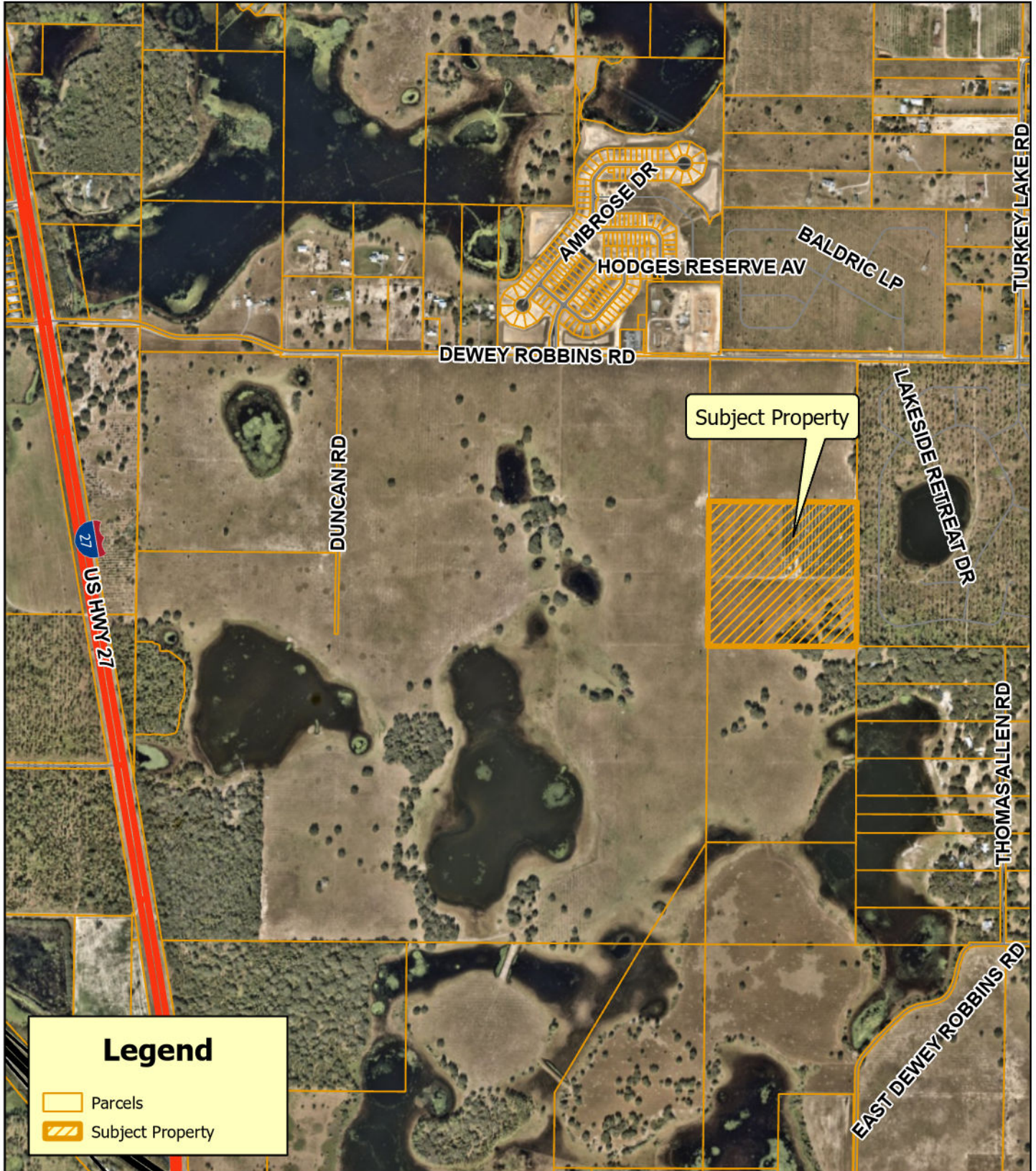
BAR KEY II/ GRACE GROVES LEGAL DESCRIPTION

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

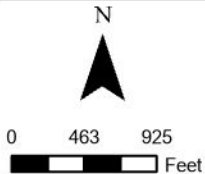
AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

Extended Aerial

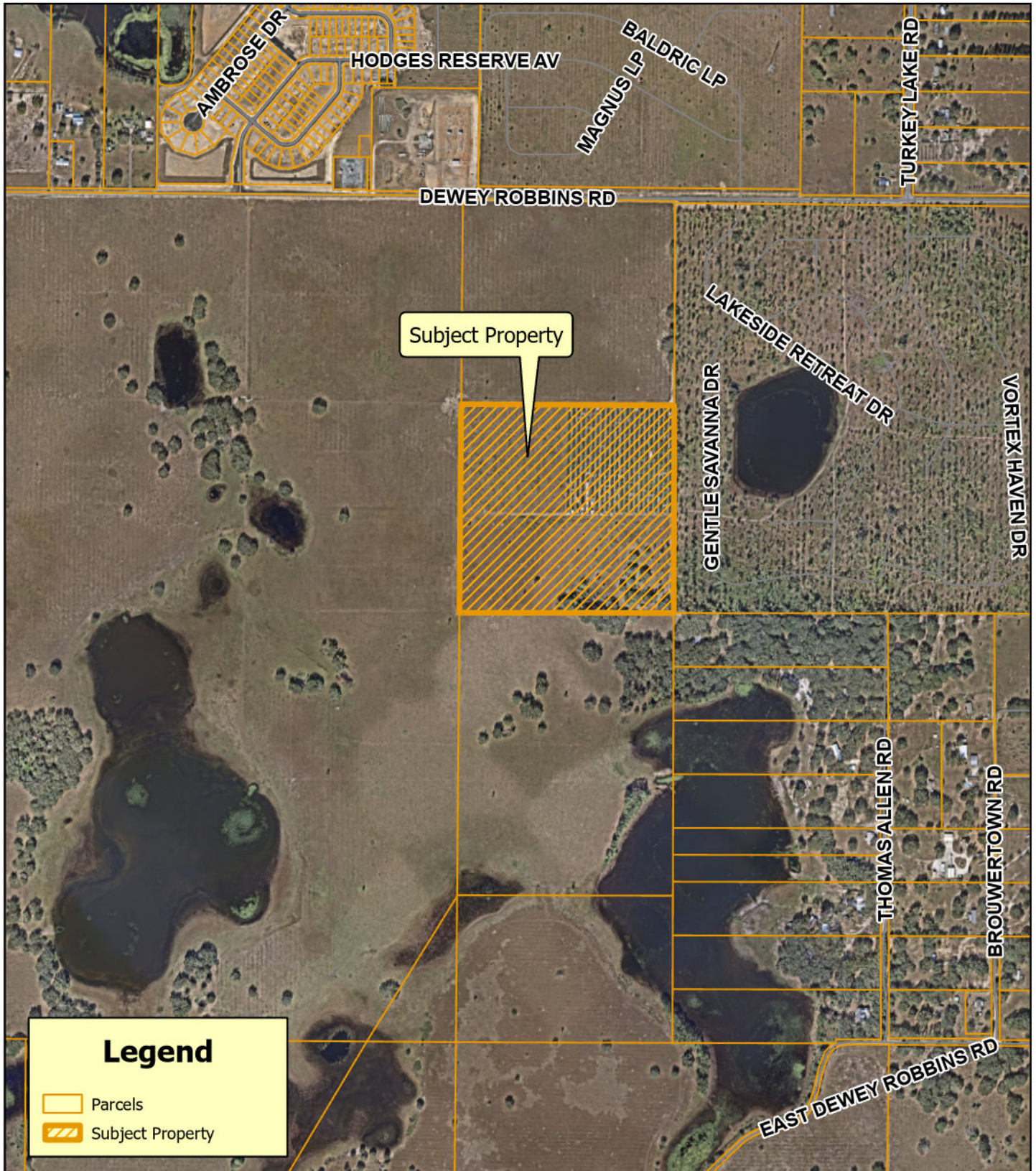


**Planning
& Zoning
Division**

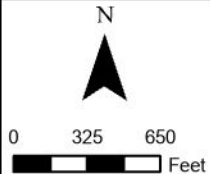


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

Aerial

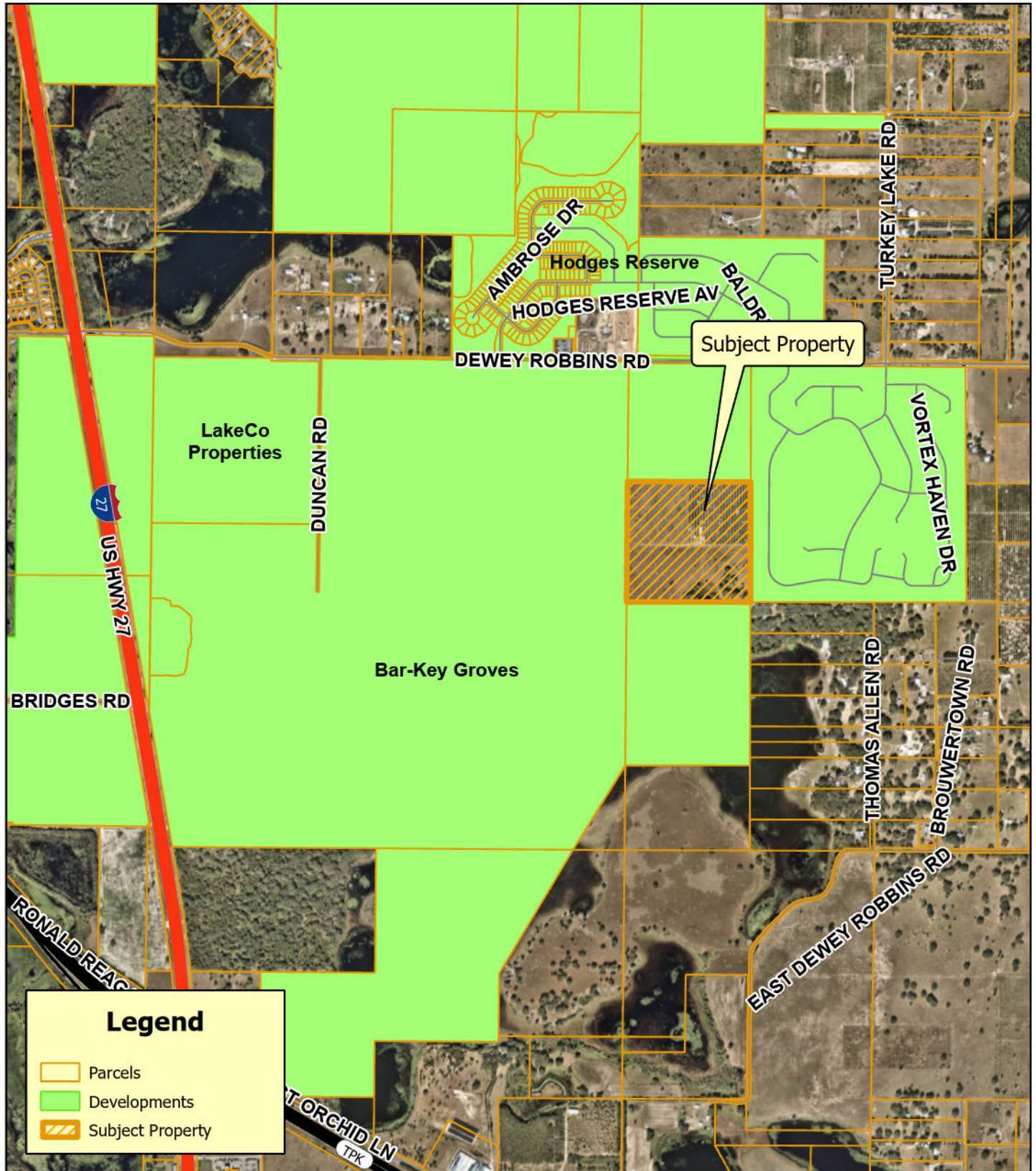


**Planning
& Zoning
Division**

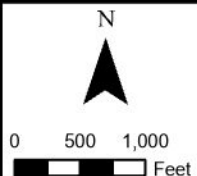


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

Surrounding Developments

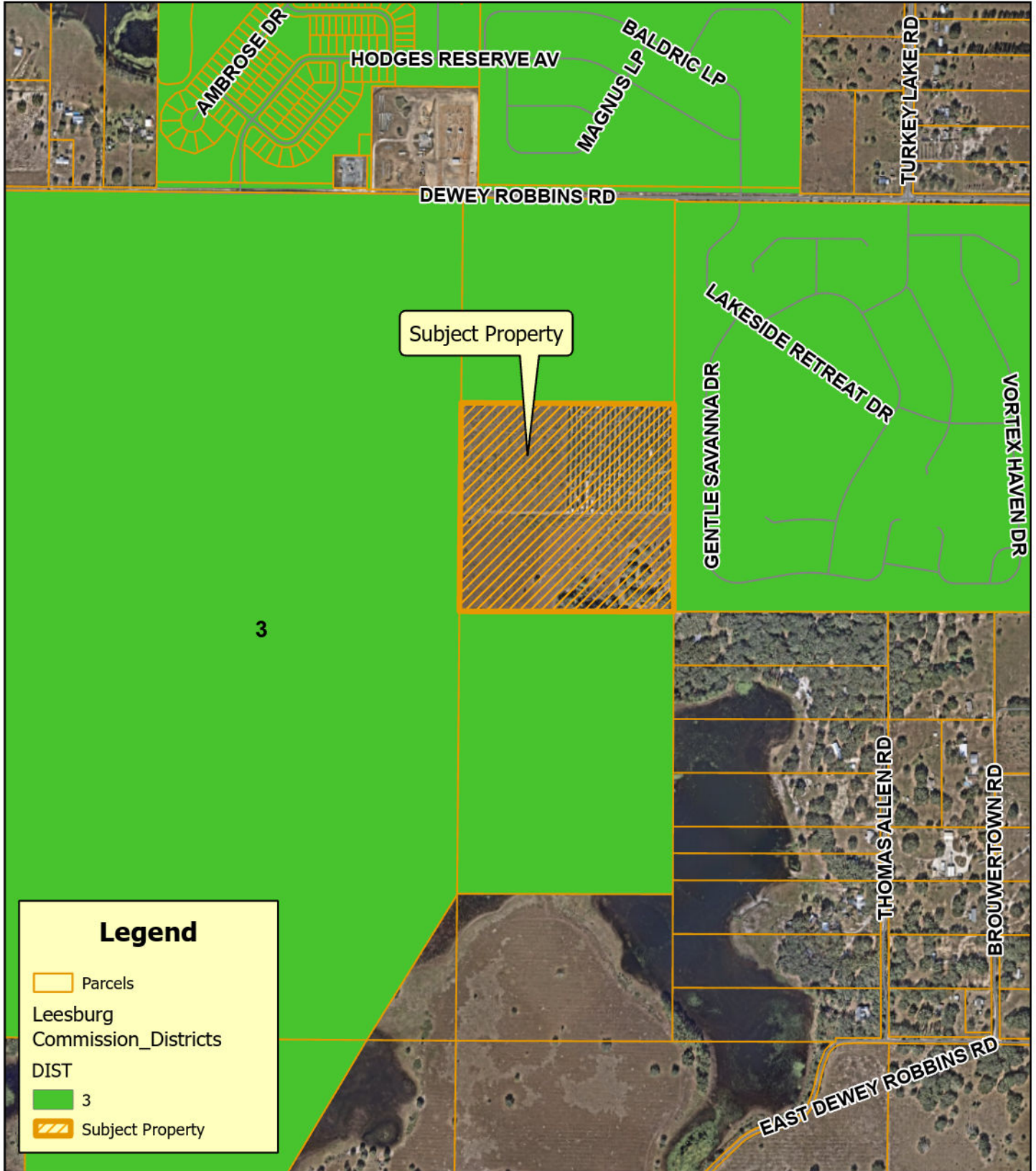


**Planning
& Zoning
Division**

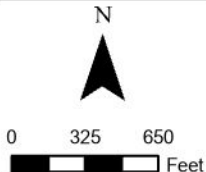


Bar Key II/Grace Groves
 ANN-25-450; SSCP-25-451; PUD-25-452
 Alternate Key: 1210216
 Section 05, Township 21 South, Range 24 East
 February 18, 2025

Commission District



**Planning
& Zoning
Division**



Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: June 23, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (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 39.05 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 39.05 +/- acres from Lake County Rural to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 39.05 acres. The property is generally located north of East Dewey Robbins Road and south of Dewey Robbins Road. Currently, the property is undeveloped acreage. The proposed use is to allow an extension of the previously approved Bar Key development, consisting of 156 45' x 115' single-family lots. The surrounding Future Land Use Map designations of Lake County Rural and City Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on April 24, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 39.05 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BAR KEY II 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 November 25, 2024, 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 39.05 acres of land generally located north of East Dewey Robbins Road and south of Dewey Robbins Road from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 05, Township 21 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 24, 2025

OWNER: Melissa J Pierie and Elizabeth Ann Kelly, Trustees

PETITIONER: Cyndi Tarapani o/b/o Brookfield Kotler Land Partners

PROJECT: Bar Key II/Grace Groves

REQUEST: Small-scale Comprehensive Plan amendment to Estate Residential and Rezoning to City PUD (Planned Unit Development) to allow an extension of the previously approved Bar Key development, consisting of 156 single-family lots.

CASE NO.: (ANNX-25-450); SSCP-25-451; PUD-25-452

GENERAL LOCATION: North of East Dewey Robbins Road and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; City Estate Residential
South – Lake County Rural; City Estate Residential
East – Lake County Rural; City Estate Residential
West – City Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), CFD (Community Facility District); City PUD (Planned Unit Development)
South – Lake County A (Agriculture); City PUD (Planned Unit Development)
East – Lake County A (Agriculture); City PUD (Planned Unit Development)
West – City PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Vacant land.

SURROUNDING LAND USE:

North – Residential; Timber; Pasture Improved Hay Acreage
South – Pasture Improved Hay Acreage; Residential
East – Residential; Timber
West – Pasture Improved Hay Acreage

PROPOSED LAND USE: An extension of the previously approved Bar Key development, consisting of 156 45' x 115' single-family lots.

BAR KEY II/ GRACE GROVES LEGAL DESCRIPTION

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: April 24, 2025
OWNER: Melissa J Pierie and Elizabeth Ann Kelly, Trustees
PETITIONER: Cyndi Tarapani o/b/o Brookfield Kotler Land Partners
PROJECT: Bar Key II/Grace Groves
REQUEST: Small-scale Comprehensive Plan amendment to Estate Residential and Rezoning to City PUD (Planned Unit Development) to allow an extension of the previously approved Bar Key development, consisting of 156 single-family lots.
CASE NO.: (~~ANNX-25-450~~); SSCP-25-451; PUD-25-452

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 3/14/2025.

FIRE

In reference to Case Number - SSCP-25-451; PUD-25-452 – Bar Key II/Grace Groves

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-451; PUD-25-452 – Bar Key II/Grace Groves is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with **4.1.2.3**
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or base life support (BLS) unit arrived in 240 seconds or less travel time.

– Amanda Stevenson 3/15/2025.

ELECTRIC

Electric has no issues. This is outside Leesburg Electric Service Territory. – Steve Davis, 2/26/2025.

GAS

Gas Department- No Comment – Wayne Williams, 2/27/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 2/26/2025.

BUILDING

No comments received as of 3/14/2025.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 3/3/2025

HOUSING & REDEVELOPMENT

No comments received as of 3/14/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 2/28/2025

LAKE COUNTY SCHOOLS

No comments received as of 3/14/2025.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: April 24, 2025
OWNER: Melissa J Pierie and Elizabeth Ann Kelly, Trustees
PETITIONER: Cyndi Tarapani o/b/o Brookfield Kotler Land Partners
PROJECT: Bar Key II/Grace Groves
REQUEST: Small-scale Comprehensive Plan amendment to from Lake County Rural to City of Leesburg Estate Residential.
CASE NO.: SSCP-25-451

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

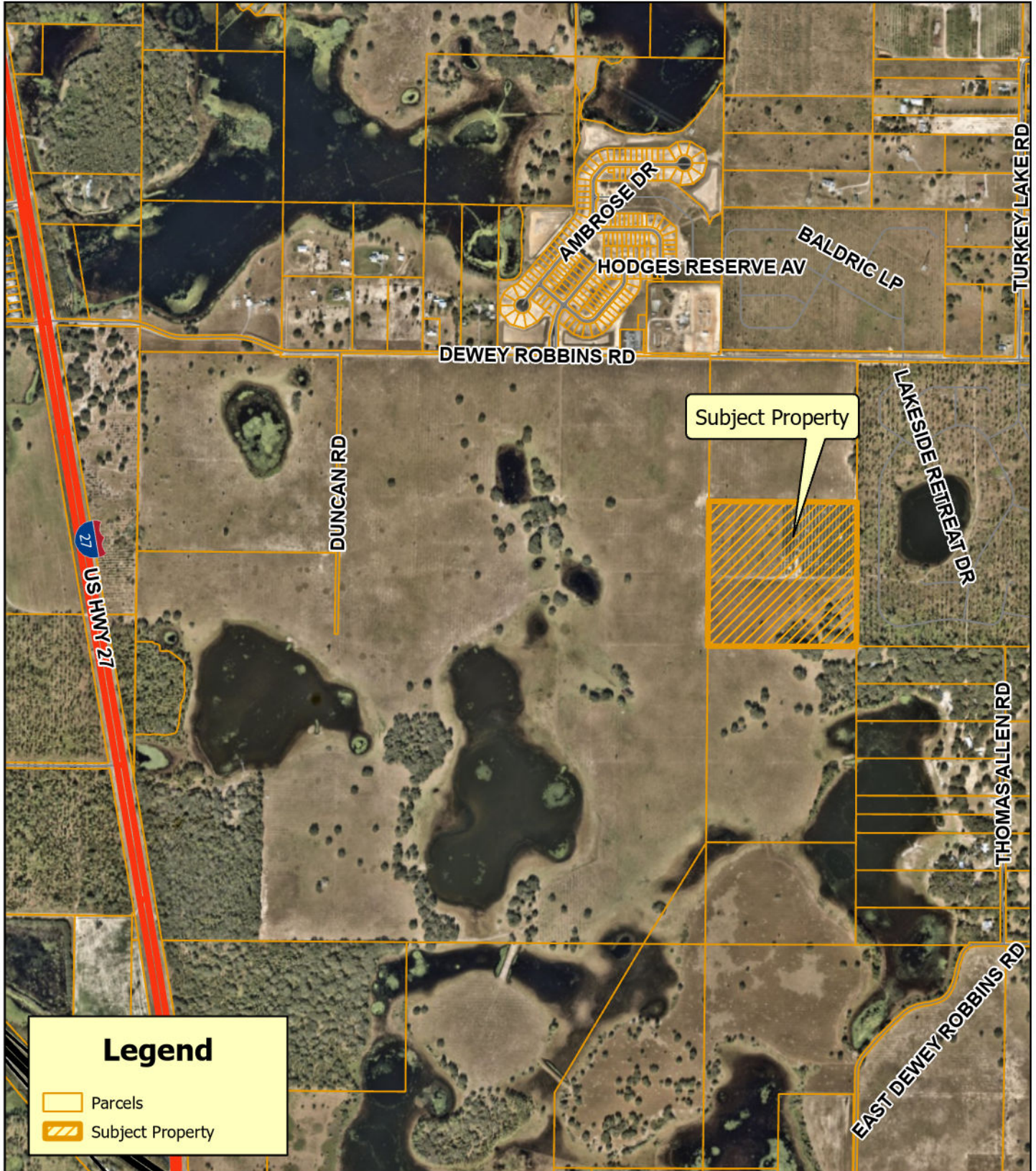
APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Urban Low Density and City of Leesburg Estate Residential.
3. The proposed request is compatible with the proposed zoning of PUD (Planned Unit Development), as conditioned.
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 1.2, Policy 1.2.4, and Objective 1.6.

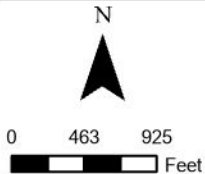
Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Rural to City of Leesburg Estate Residential, and forward the recommendation to the City Commission for consideration.

Extended Aerial

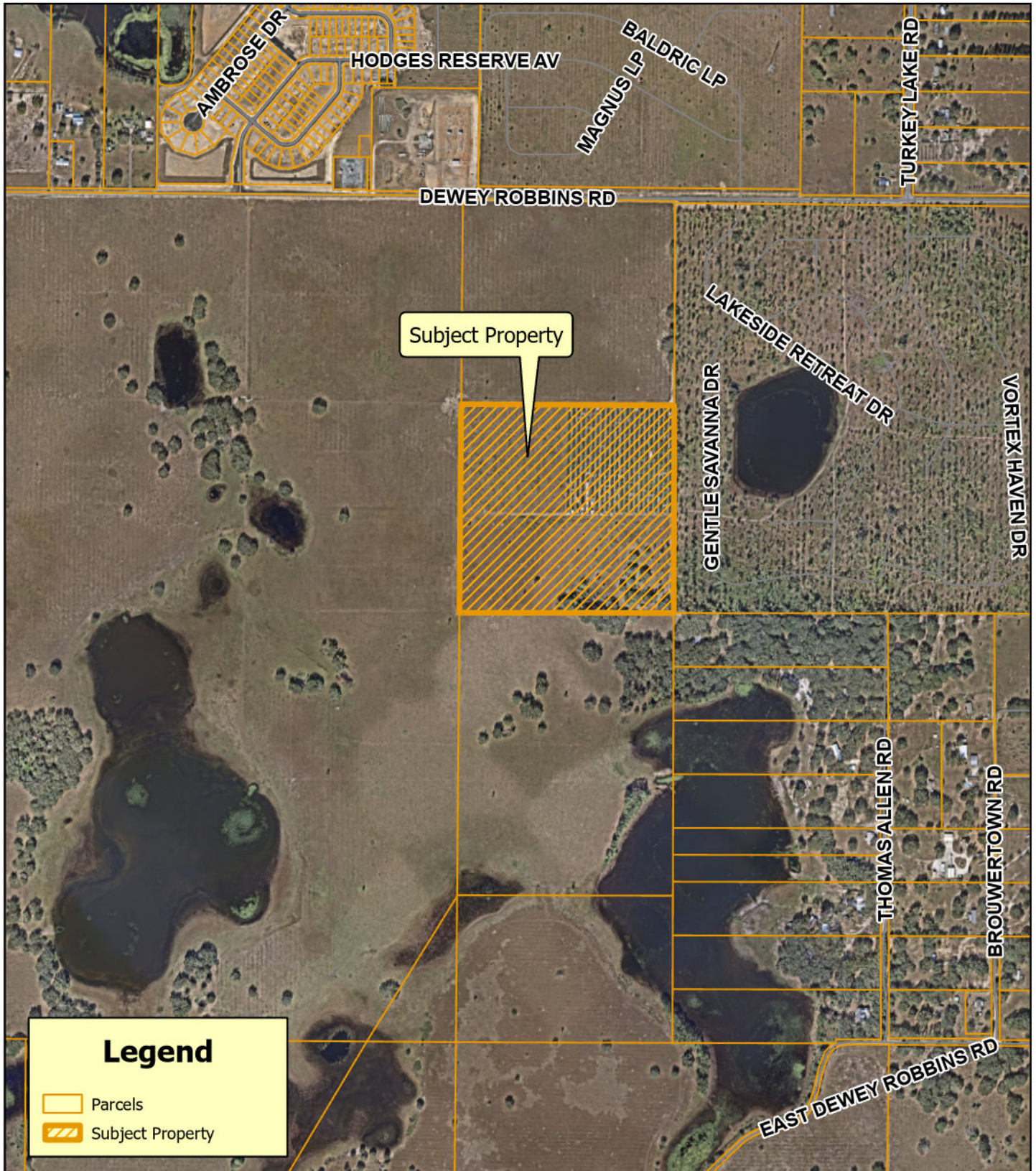


**Planning
& Zoning
Division**

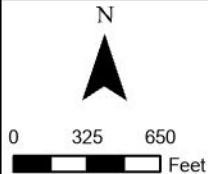


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

Aerial

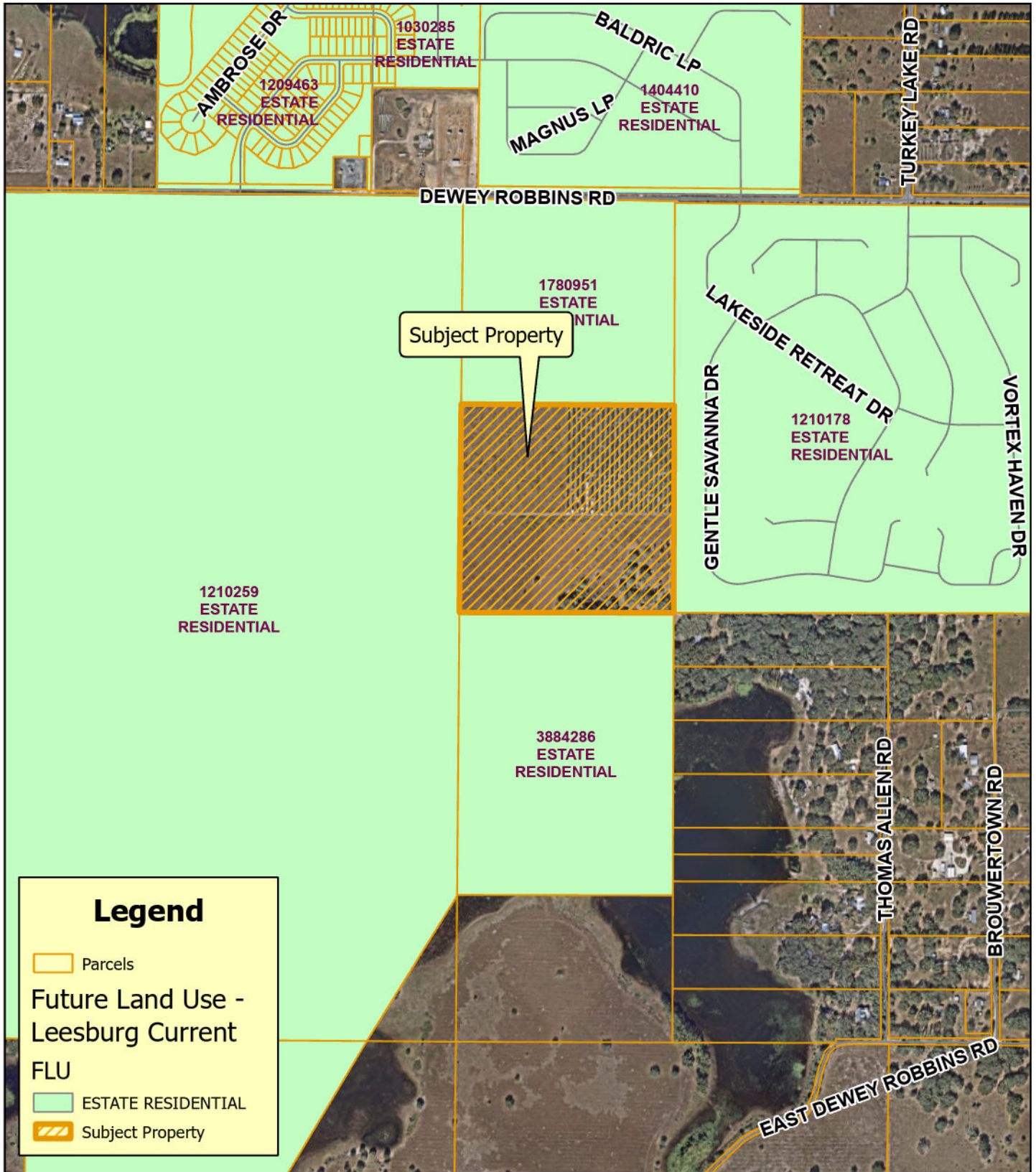


**Planning
& Zoning
Division**

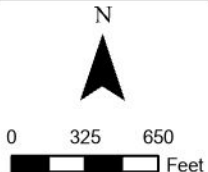


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

Future Land Use

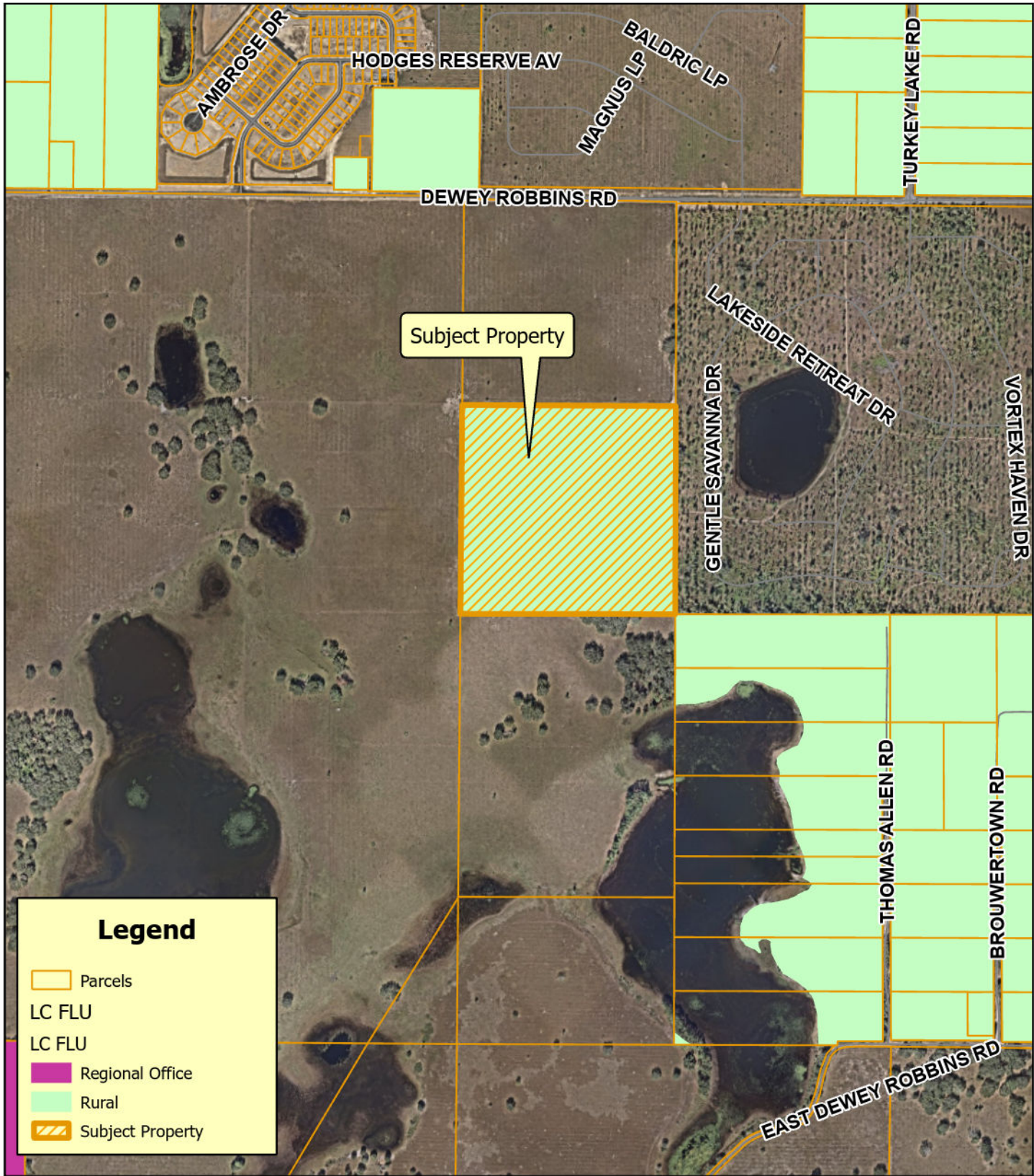


**Planning
& Zoning
Division**

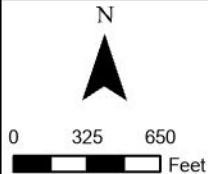


Bar Key II/Grace Groves
 ANN-25-450; SSCP-25-451; PUD-25-452
 Alternate Key: 1210216
 Section 05, Township 21 South, Range 24 East
 February 14, 2025

Lake County Future Land Use

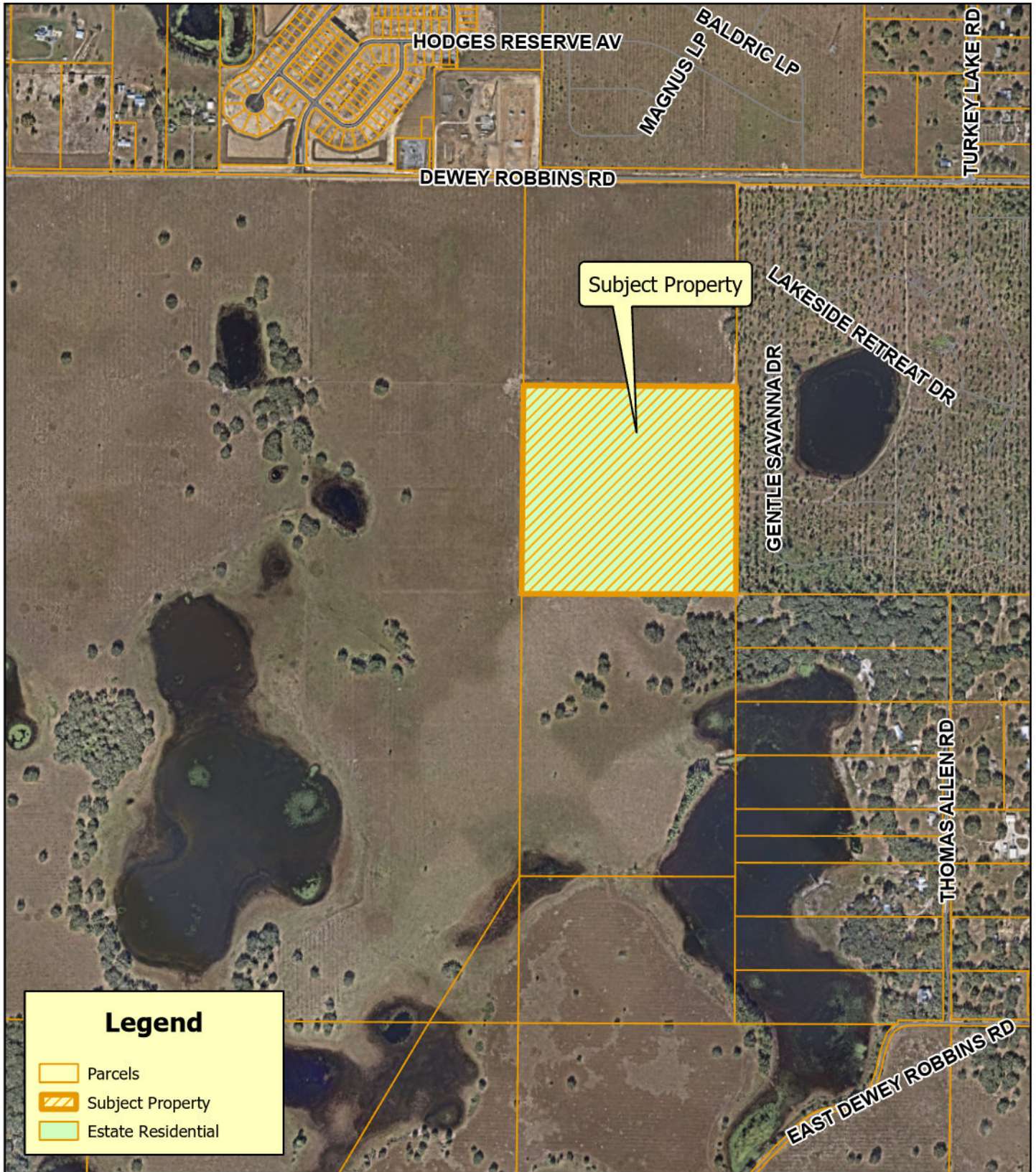


**Planning
& Zoning
Division**

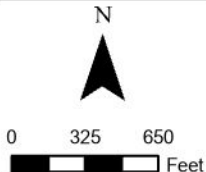


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 18, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 18, 2025



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

this preemption on state/local government; wireless communication towers can be developed; without those concerns. Vice-Chairman Sanders asked Dan Miller how far is this tower from that nearest residence; Dan Miller stated he measured about 500' on the GIS system on the City computer; estimate, went over map, about 150' back to the east, to property line; make recommendation based on Code and the COMP plan. Commissioner Marshall wanted clarification of the Life stream bldg. to the tower; went over map.

Chairman Sennett entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the third case.

Commissioner Bowersox made a motion to APPROVE of case # CUP-25-465 – SKYWAY TOWERS (2021 TALLY ROAD) CUP – CONDITIONAL USE PERMIT Commissioner O'Kelley SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Marshall	Yes
Chairman Sennett	Yes
Commissioner Sanders	No
Commissioner Carter	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Six yeas, one nay, the Planning Commission approved case # CUP-25-465 – SKYWAY TOWERS (2021 TALLY ROAD) CUP – CONDITIONAL USE PERMIT.

Chairman Sennett called for the fourth case under old business be brought forward.

4) PUBLIC HEARING CASE # SSCP-25-451 – BAR KEY II/GRAVE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 39.05 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Bar Key II/Grace Groves SSCP)

Dan Miller stated for the record permission to discuss both cases together and vote separately.

Dan Miller introduced case number #SSCP-25-451 – Bar Key II/Grace Groves – Small Scale Comprehensive Plan Amendment and case number #PUD-25-452 Planned Unit Development into the record and entered the exhibits into the record with maps and photo

exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, went over the PUD requirements, design and architectural standards, recreational requirements, and phasing; or expiration clause.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments. Lake County School Board has no comments; however, we know that the project will be subject to school concurrency review and this includes a review by the school board to see if adequate student stations are present; if they are not may be subject to a mitigation agreement, and applicant will have to provide adequate student stations for the project to move forward, at time of development. Lake County Public Works has no comments. Public responses – no responses were received from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners' and Dan Miller discussed what we already approved is what will stand; approved; 1700 units, this becomes a part of that; not adding, filling in gap, that they attended from the beginning, negotiation on the property; weren't able to at that time, phase, work with the Bar Key; PUD, separate.

Cyndi Tarapani, Tarapani Planning Strategies located at 128 East Tarpan Avenue, Tarpan Springs, Florida and stated she previous represented Bar Key I; no changes, changes to Bar Key II; smaller 39 acre site, do represent Brookfield Kolter Land Partners; contract purchaser, make comments; both cases together, introduced her team for the record, and gave a brief presentation, gave background of Kolter Property Company, went over size and scope of project, entered into; pioneering agreement with the City, no sewer line; fronting construction cost, sewer line, City designed; Kolter, construct line; south to Bar Key, get reimbursed, went over location map, Bar Key I master plan, Bar Key II master plan; redesign access roads, loop road, no road frontage; go through Bar Key I, proposed construction, emergency access easement; east of Dewey Robbins Road, 39 acres, 156 residential SF lots; located to west/south, loop road; Bar Key II incorporated, overall project, highlight wetlands and surface waters, three applications, FLU map, COMP plan categories; consistent, 45' lots, two car garage/spaces; visitor parking, on street parking; each block, style and type of units; proposed, architectural elevations; 1500' square feet to

2400' square feet product; one and two story, adding 39 acres Bar Key I, good project, negotiated conditions with Staff; master plan, PUD zoning; significant changes goes back to the City; respectfully request approval; happy to answer any questions; addressed comments from the Commission and stated there are no changes for Bar Key I; originally approved for 1700 units, commercial component, and institutional school component; none of that changes, new site; 156 units, more units in the overall project; but nothing changes in Bar Key I project.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioner O'Kelley stated did we say there's no additional total developer of homes.

Chairman Sennett closes discussion from the Public and then discussion took place with the Commission.

Chairman Sennett entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the fourth case.

Vice-Chairman Sanders made a motion to APPROVE of case # SSCP-25-451 – BAR KEY II/GRACE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner Marshall	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-25-451 –BAR KEY II/GRACE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

5) PUBLIC HEARING CASE # PUD-25-452 – BAR KEY II/GRACE GROVES – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 39.05 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 23RD, 2025) (Bar Key II/Grace Groves SSCP)

Chairman Sennett called for a vote on the fifth case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-452 – BAR KEY II/GRACE GROVES – PLANNED UNIT DEVELOPMENT Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Carter	Yes
Chairman Sennett	Yes
Commissioner O’Kelley	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # PUD-25-452 – BAR KEY II/GRACE GROVES – PLANNED UNIT DEVELOPMENT.

NEW BUSINESS

Chairman Sennett called for the first case under new business be brought forward.

1) PUBLIC HEARING CASE # CUP-25-502 – EUCLID COTTAGES (408 EUCLID AVENUE) – CONDITIONAL USE PERMIT

A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT OF ONE (1) DUPLEX UNIT IN THE EXISTING R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT ON 0.26 +/- ACRES GENERALLY LOCATED SOUTH OF LILLY STREET AND EAST OF EUCLID AVENUE, AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(FINAL DECISION IS BY THE PLANNING COMMISSION).** (Euclid Cottages CUP)

Dan Miller introduced case number #CUP-25-502 – Euclid Cottages (408 Euclid Avenue) – Conditional Use Permit into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, and requests.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments. Lake County School Board stated that a duplex is exempt from school concurrency review. (4 units or less) Lake County



Close up of Sign on Property from Dewey Robbins Road.



Looking North across Dewey Robbins Road from Subject Property



Looking East along Dewey Robbins Road from Subject Property.



Looking South onto Subject Property from Dewey Robbins Road.



Looking West along Dewey Robbins Road from Subject Property.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 39.05 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for residential for a property generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, lying in Section 5, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Bar Key II PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow an extension of the previously approved Bar Key development, consisting of 156 - 45' x 115' single-family lots.

Analysis:

The project site is approximately 39.05 +/- acres, and is generally located north of East Dewey Robbins Road and south of Dewey Robbins Road as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow an extension of the previously approved Bar Key development, consisting of 156 - 45' x 115' single-family lots. The existing land uses surrounding the property are residential; timber; pasture improved hay acreage. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 24, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 39.05 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BAR KEY II PUD)

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

Section 1.

Based upon the petition of Brookfield Kolter Land Partners, James P Harvey (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 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

BAR KEY II/ GRACE GROVES LEGAL DESCRIPTION

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

**BAR KEY II/ GRACE GROVES SUBDIVISION
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)**

April 24, 2025

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 **Brookfield Kotler Land Partners, 14025 Riveredge Drive, Tampa, FL 33637, (Cynthia Tarapani, Tarapani Planning Strategies, 128 East Tarpon Avenue, Tarpon Springs, Florida 34689, Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 39.05 acres, containing a maximum of 156 residential units, generally located north of East Dewey Robbins Road and south of Dewey Robbins Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Brookfield Kotler Land Partners, 14025 Riveredge Drive, Tampa, FL 33637, (Cynthia Tarapani, Tarapani Planning Strategies, 128 East Tarpon Avenue, Tarpon Springs, Florida 34689, 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 39.05 acres, shall be used for platted residential development, pursuant to City of Leesburg development codes and standards, and shall occupy the areas shown on **Exhibit C, Master Site Plan**, subject to the conditions of this document.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Multi-family units (Apartments)
2. Attached villas (2 units/structure)
3. Townhouses
4. Commercial Uses
5. Industrial uses
6. Auto dealer/auto repair
7. Tattoo Parlors
8. Check cashing stores
9. Adult uses
10. Second hand (thrift) stores
11. Consignment shops
12. Pawn shops
13. Smoke shops
14. Junk or scrap collection/distribution
15. Recycling facility
16. 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 156 residential units, at a gross density not to exceed 3.99 units per acre on the approximately 39.05-acre site, as shown on **Exhibit C, Master Site Plan**, and noted below in Tables 1 & 2. This density blends appropriately with the previously approved Bar Key I project.

Table 1 Residential Lot Type

Residential Style	Number of Units
Single-family Detached – 45' x 115' lot	156

Table 2 Lot Development Standards

Bar Key PUD Residential Design Standards

Standard	45' Single Family Detached Home
Minimum Lot Width	45'
Minimum Lot Depth	115'
Minimum Lot Size	5,000 sf
Minimum Habitable Size	1,300 sf
Maximum Height	35'
Setbacks	
• Front- Principal Structure	25'
• Front- Porch	15'
• Side- Internal Lot	5'
• Side- Corner Lot/ Secondary Street	15'
• Rear	18'
• Accessory Structures- Side & Rear	5'

- B. A mix of lot sizes is permitted to the extent that all lots are equal to or larger than the required minimums.
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the overall project shall be 65%. Individual residential lots shall have a maximum impervious surface of 70% for each lot. Community and private swimming pools shall not count toward the impervious surface calculation.
- D. For residential units, the minimum residential lot development standards shall be as follows:
1. Each single-family detached residential unit shall have a minimum two car garage.
 2. To direct stormwater away from the foundation of each home, the following requirements for rain gutters shall apply to all primary structures on lots with a side yard setback of five (5) feet or less.
 - a. Homes with a hip roof shall have gutters on all sides of the structure.
 - b. Homes with any other style of roof, other than a hip roof, shall have gutters required only on the sides of the structure.
 3. Minimum distance between structures shall be as noted Table 2 *Lot Development Standards* contained herein; as measured from building wall to building wall.

4. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
5. Maximum building height: two (2) stories or 35 feet.
6. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
7. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
8. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
9. **Exhibit C Conceptual Site Plan**, is considered conceptual and may change prior to development due to engineering, soil, drainage or other issues that may arise during the development and engineering process. Such changes shall be reviewed 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. ARCHITECTURAL STANDARDS

- A. All residential 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, Façade Samples** herein are considered conceptual. Architectural facades shall be submitted to staff to review for consistency with the conditions of this PUD agreement.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

6. **PARKING**

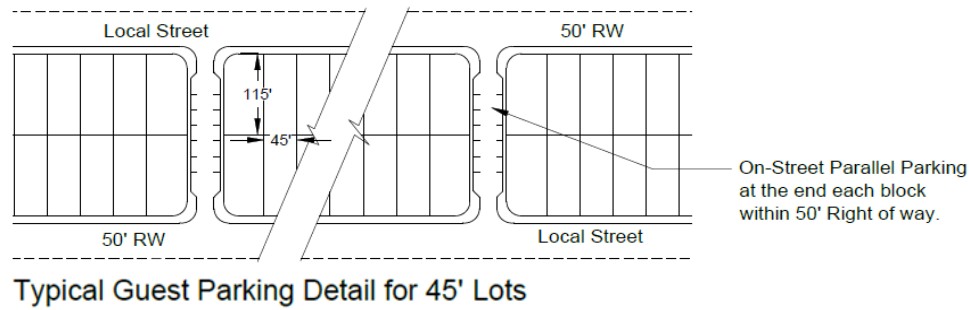
A. General

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.

B. Residential

1. All 45-foot lots shall contain additional parking of at least 12 parking spaces per block, at the end of each pair of blocks, as shown in Detail 1.

Detail 1



7. 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 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 City of Leesburg landscape code requirements.
- C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the boundary of the property wherever the property does not abut the Bar Key I development, and may be constructed simultaneously with each phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Owners or Homeowners Association.
- E. An open style fence (of wood or synthetic construction) or a landscaped berm shall be installed on the property along the eastern boundary of the site adjacent to any properties not part of the Bar Key I and II development project. This fence and/or berm shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners of Homeowners Association. Maintenance of fences located within buffer or common areas shall be the responsibility of the neighborhood association, such as a Homeowners of Property Owners Association
- F. 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.
- G. Each platted residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-,328 Table 1, Canopy Trees*, plus at least one canopy or understory

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.

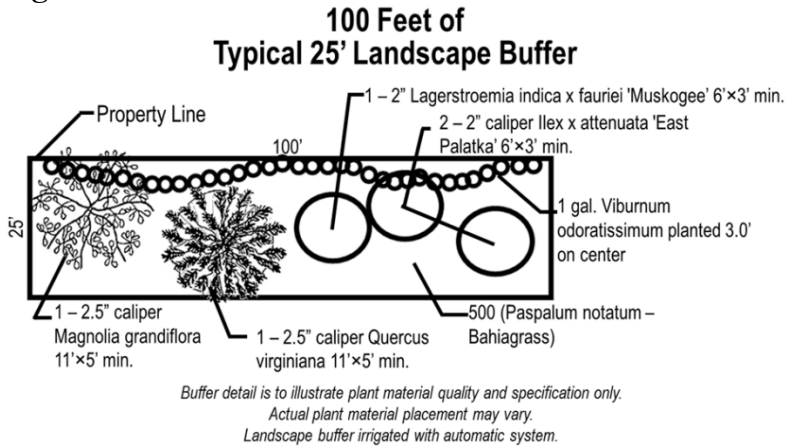
I. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below, with the exception of the 25-foot buffer which shall be developed with the enhancements as described herein. The buffer along the project's eastern boundary shall comply with the City's Code of Ordinances and Figures A and B, and is modified to include the enhanced landscaping items identified below:

- Canopy Trees shall be increased in size to a minimum 3" caliper and 12' overall height;
- Ornamental Trees shall be required within the buffer with a minimum of 2 ornamental trees per 100 linear feet with a minimum 2" caliper and 7' overall height;
- All trees planted in the buffer shall be native trees; and
- The buffer shall include an earthen berm along the project's frontage with an average height of 3'.

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. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.
- I. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- J. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of 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.
- K. 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.

8. SITE ACCESS

- A. The project shall have its primary access through the previously approved Bar Key I development, subject to FDOT approval, as shown on **Exhibit C, Master Site Plan**. All residential areas in the proposed PUD Development on Exhibit C shall have a vehicular connection to the interior loop road through a local road within the previously approved Bar Key I development. The existing easement as shown on the Master Plan that is located along the east side of the Bar Key II site and that connects to Dewey Robbins Road is

considered to meet the requirement to provide construction and emergency access as needed for the development, subject to Lake County approval.

- B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The **Master Site Plan**, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Master Site Plan - Exhibit C**, as amended. All access points are conceptual and may be amended subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- D. All access points are subject to review by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- E. Roadway interconnectivity shall be provided, as needed, to allow for connection points between this development and future development of adjacent properties.

9. SIGNAGE

- A. Each required access point may 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.
 - 1. *Commercial Signage* - All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended or shall otherwise meet the requirements of this document, whichever is least restrictive.

2. 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.

10. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road

rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

- I. Golf cart paths are permitted, but not required inside Bar Key II.
- J. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

11. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the overall Bar Key development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

12. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any

clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

13. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation

easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

14. IRRIGATION & WATER USE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

15. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached **Conceptual Site Plan, Exhibit C**.
- B. The development shall include linear park and/or retention park areas totaling 0.72 +/- acres (or 200 square feet per unit), as shown on the attached **Conceptual Site Plan, Exhibit C**.
 - a) Neighborhood parks within the Bar Key II development, totaling no less than 0.72 acres. Retention parks and linear parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
- C. All recreation spaces may include, but are not limited to:
 - 1. Trails, playgrounds, tot lots, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used, subject to approval by the City of Leesburg.

16. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping 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.

17. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the **Planned Unit Development Conditions** and **Master Site Plan, Exhibit C**. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with

no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the SPUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

19. LEVELS OF SERVICE

- A. Levels of Service
 - A. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be

granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

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.

18. NOTICE REQUIREMENTS

A. Agricultural operations are acknowledged to exist in the immediate area of the proposed development contemplated by this document. Section 823.14, F.S., protects existing agricultural operations which may, by their normal operations, potentially create noise or offensive odors. In order to reduce potential conflict and provide information regarding nearby agricultural operations, the developer/builder shall provide, prior to sale of any or all of the land contemplated within this document, a specific notice to each purchaser that agricultural operations are protected under Section 823.14, F.S., for the expressed purpose of eliminating potential complaints regarding such operations from property owners choosing to purchase land in the area of an existing agricultural operation.

A. In addition to residential uses, agricultural uses, including raising various livestock, tree farming and citrus production are known to exist the area.

EXHIBIT B
(provided by applicant)

LEGAL DESCRIPTION

BAR KEY II/ GRACE GROVES LEGAL DESCRIPTION

THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH $\frac{1}{4}$ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

BAR KEY II CONCEPTUAL SITE PLAN

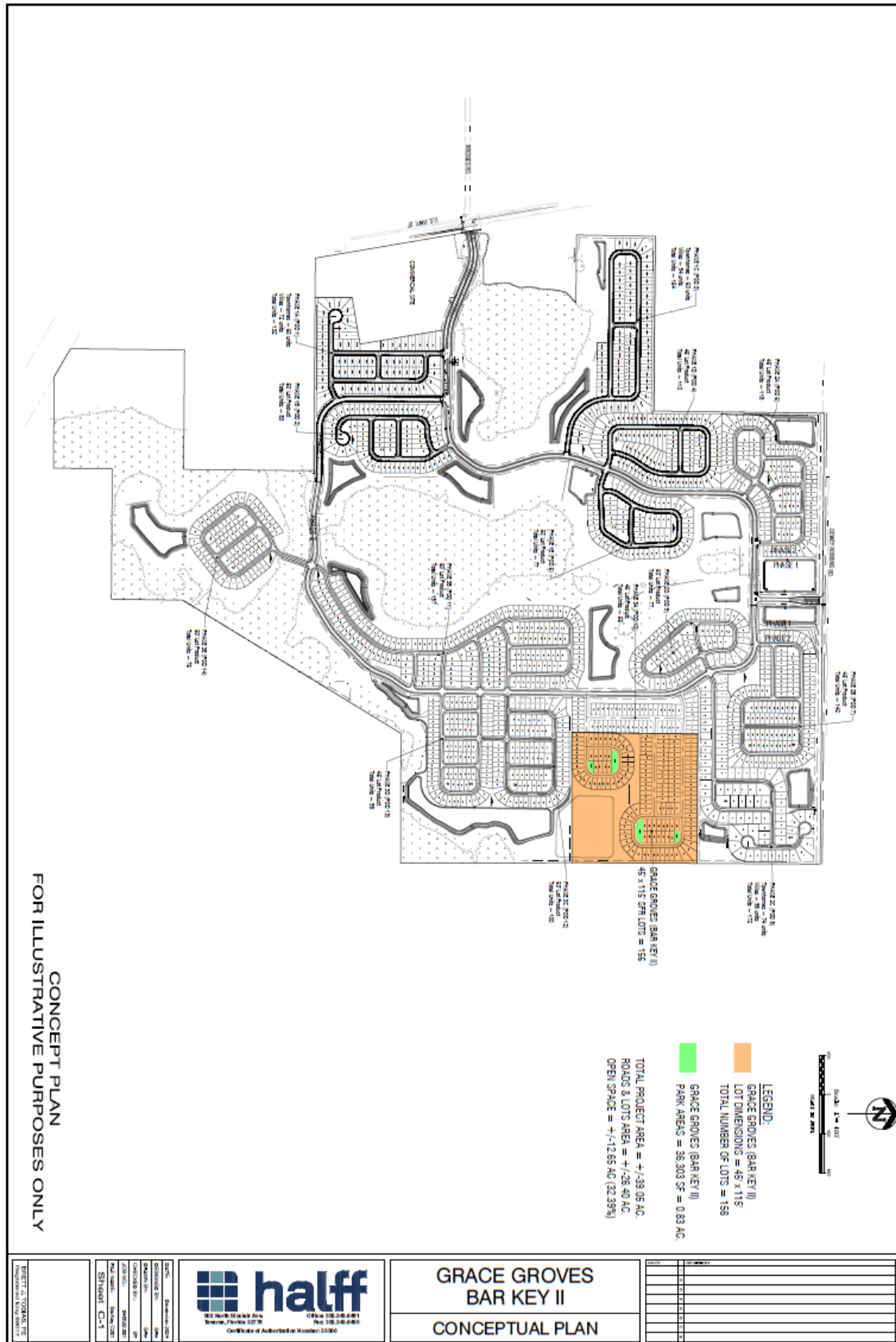
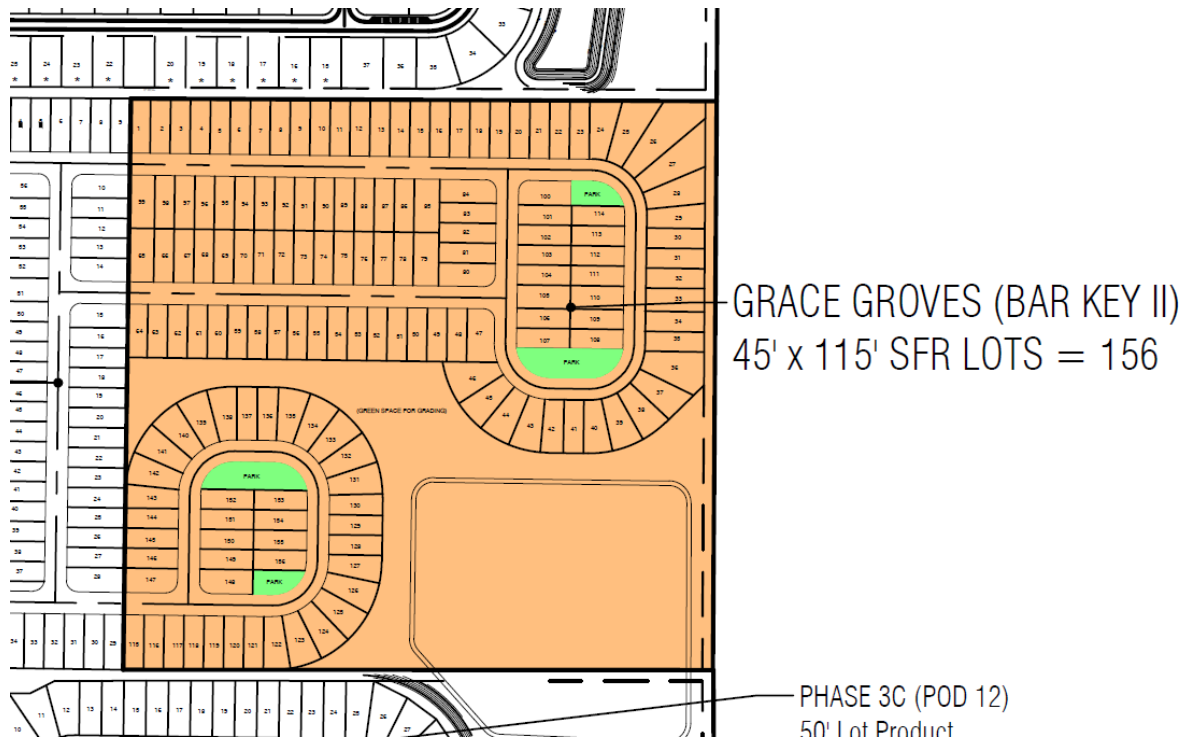


EXHIBIT C

BAR KEY II CONCEPTUAL SITE PLAN



LEGEND:



GRACE GROVES (BAR KEY II)
LOT DIMENSIONS = 45' x 115'
TOTAL NUMBER OF LOTS = 156



GRACE GROVES (BAR KEY II)
PARK AREAS = 36,303 SF = 0.83 AC.

TOTAL PROJECT AREA = +/-39.05 AC.
ROADS & LOTS AREA = +/-26.40 AC.
OPEN SPACE = +/-12.65 AC (32.39%)

EXHIBIT D

FAÇADE SAMPLES

Glen Ridge — 1,888 sq. ft.



Max Foot Print

Width: 30'

Depth: 54'

45' lot product

at Key Groves PUD PC

Page 26 of 33

Windermere — 2,421 sq. ft.



Max Foot Print

Width: 30'

Depth: 63'

45' lot product



NVR - Business Use Only



NVR - Business Use Only



EXHIBIT D

FAÇADE SAMPLES

Hillcrest — 2,154 sq. ft.



Max Foot Print

Width: 30'

Depth: 55'

45' lot product



NVR - Business Use Only



Century — 1,516 sq. ft.



Max Foot Print

Width: 30'

Depth: 70'

45' lot product



NVR - Business Use Only



EXHIBIT E

DARK SKY LIGHTING (Acceptable designs)

TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



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**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 24, 2025

OWNER: Melissa J Pierie and Elizabeth Ann Kelly, Trustees

PETITIONER: Cyndi Tarapani o/b/o Brookfield Kotler Land Partners

PROJECT: Bar Key II/Grace Groves

REQUEST: Small-scale Comprehensive Plan amendment to Estate Residential and Rezoning to City PUD (Planned Unit Development) to allow an extension of the previously approved Bar Key development, consisting of 156 single-family lots.

CASE NO.: (ANNX-25-450); SSCP-25-451; PUD-25-452

GENERAL LOCATION: North of East Dewey Robbins Road and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; City Estate Residential
South – Lake County Rural; City Estate Residential
East – Lake County Rural; City Estate Residential
West – City Estate Residential

PROPOSED FUTURE LAND USE DESIGNATION: City Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), CFD (Community Facility District); City PUD (Planned Unit Development)
South – Lake County A (Agriculture); City PUD (Planned Unit Development)
East – Lake County A (Agriculture); City PUD (Planned Unit Development)
West – City PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Vacant land.

SURROUNDING LAND USE:

North – Residential; Timber; Pasture Improved Hay Acreage
South – Pasture Improved Hay Acreage; Residential
East – Residential; Timber
West – Pasture Improved Hay Acreage

PROPOSED LAND USE: An extension of the previously approved Bar Key development, consisting of 156 45' x 115' single-family lots.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: April 24, 2025
OWNER: Melissa J Pierie and Elizabeth Ann Kelly, Trustees
PETITIONER: Cyndi Tarapani o/b/o Brookfield Kotler Land Partners
PROJECT: Bar Key II/Grace Groves
REQUEST: Small-scale Comprehensive Plan amendment to Estate Residential and Rezoning to City PUD (Planned Unit Development) to allow an extension of the previously approved Bar Key development, consisting of 156 single-family lots.
CASE NO.: (~~ANNX-25-450~~); SSCP-25-451; PUD-25-452

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 3/14/2025.

FIRE

In reference to Case Number - SSCP-25-451; PUD-25-452 – Bar Key II/Grace Groves

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-451; PUD-25-452 – Bar Key II/Grace Groves is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with **4.1.2.3**
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or base life support (BLS) unit arrived in 240 seconds or less travel time.

– Amanda Stevenson 3/15/2025.

ELECTRIC

Electric has no issues. This is outside Leesburg Electric Service Territory. – Steve Davis, 2/26/2025.

GAS

Gas Department- No Comment – Wayne Williams, 2/27/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 2/26/2025.

BUILDING

No comments received as of 3/14/2025.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 3/3/2025

HOUSING & REDEVELOPMENT

No comments received as of 3/14/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 2/28/2025

LAKE COUNTY SCHOOLS

No comments received as of 3/14/2025.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: April 24, 2025
OWNER: Melissa J Pierie and Elizabeth Ann Kelly, Trustees
PETITIONER: Cyndi Tarapani o/b/o Brookfield Kotler Land Partners
PROJECT: Bar Key II/Grace Groves
REQUEST: Rezoning from Lake County A (Agriculture) to City PUD (Planned Unit Development).
CASE NO.: PUD-25-452

THE PLANNING & ZONING DIVISION RECOMMENDS:

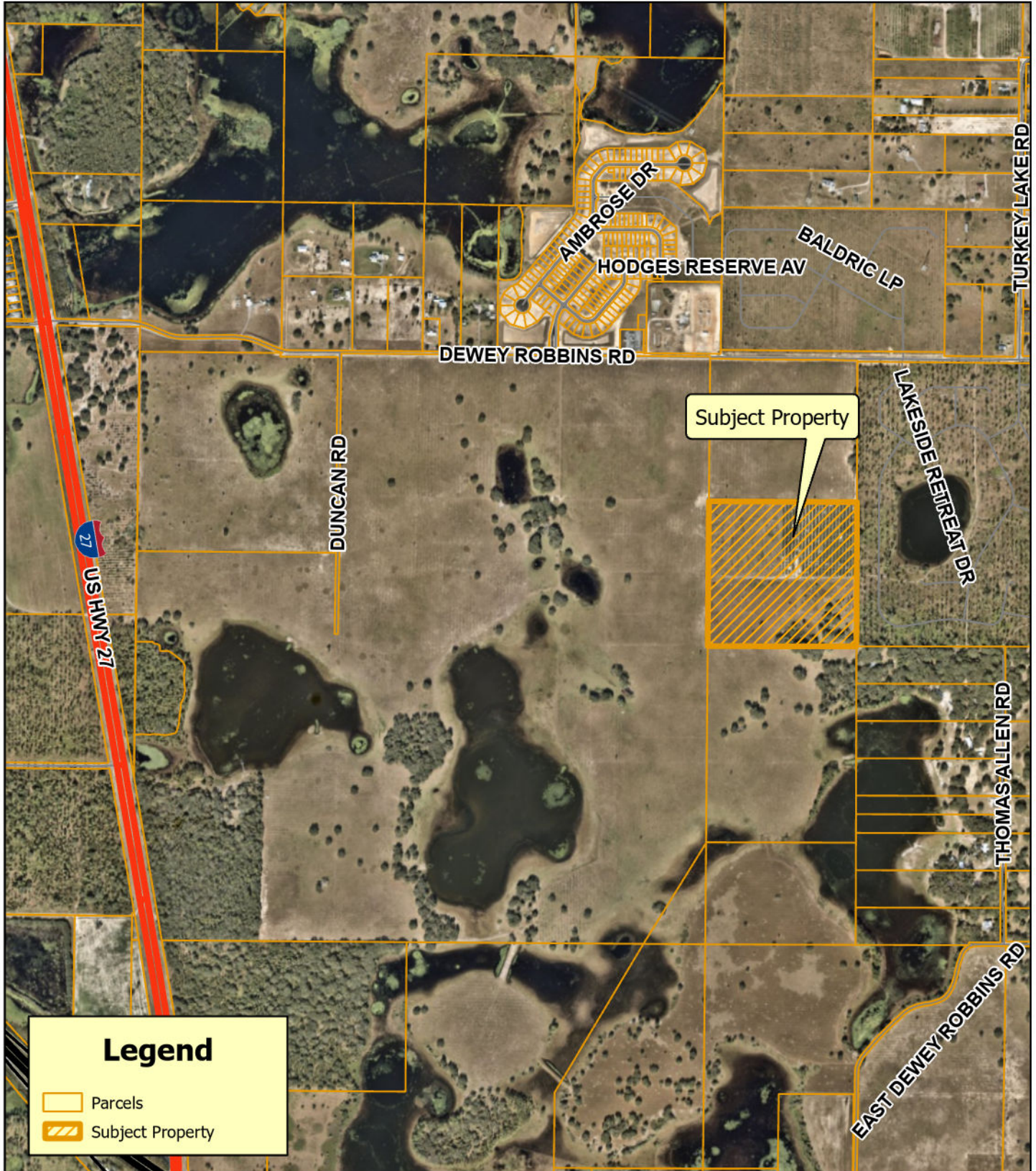
APPROVAL of the request for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture), CFD (Community Facility District); and City PUD (Planned Unit Development).
2. The proposed zoning is compatible with the proposed future land use designation amendment to City Estate Residential, and the current surrounding Future Land Use designations, including Lake County Rural; and City of Leesburg Estate Residential.
3. The site is located directly adjacent to future access and City utilities through the previously approved Bar Key development.
4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned, based on the proximity to the previously approved Bar Key development.

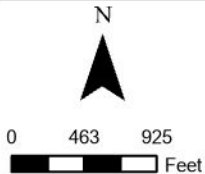
Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County A (Agriculture) to PUD (Planned Unit Development), as conditioned, and forward this recommendation to the City Commission for consideration.

Extended Aerial

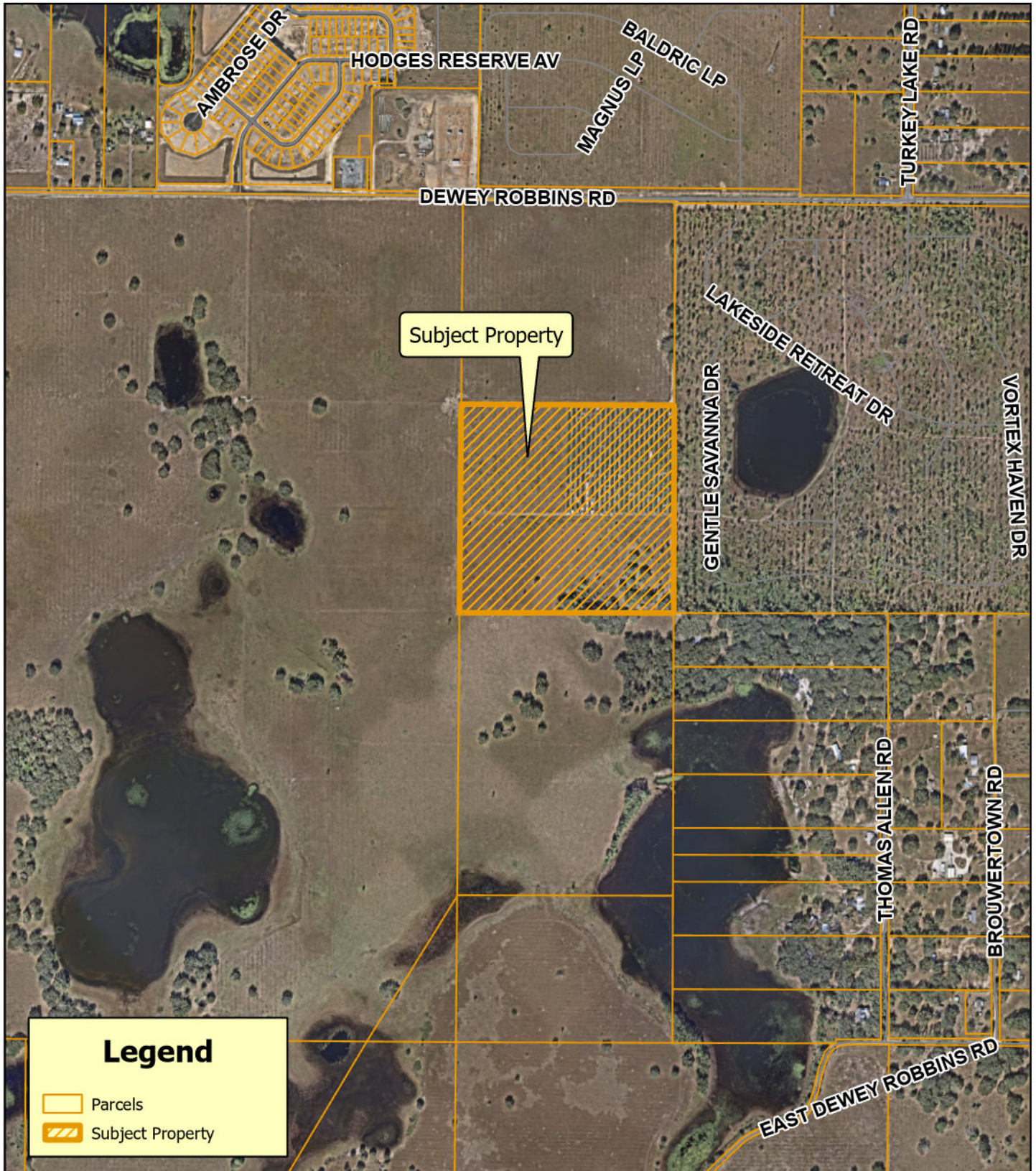


**Planning
& Zoning
Division**

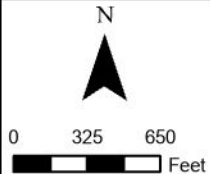


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

Aerial

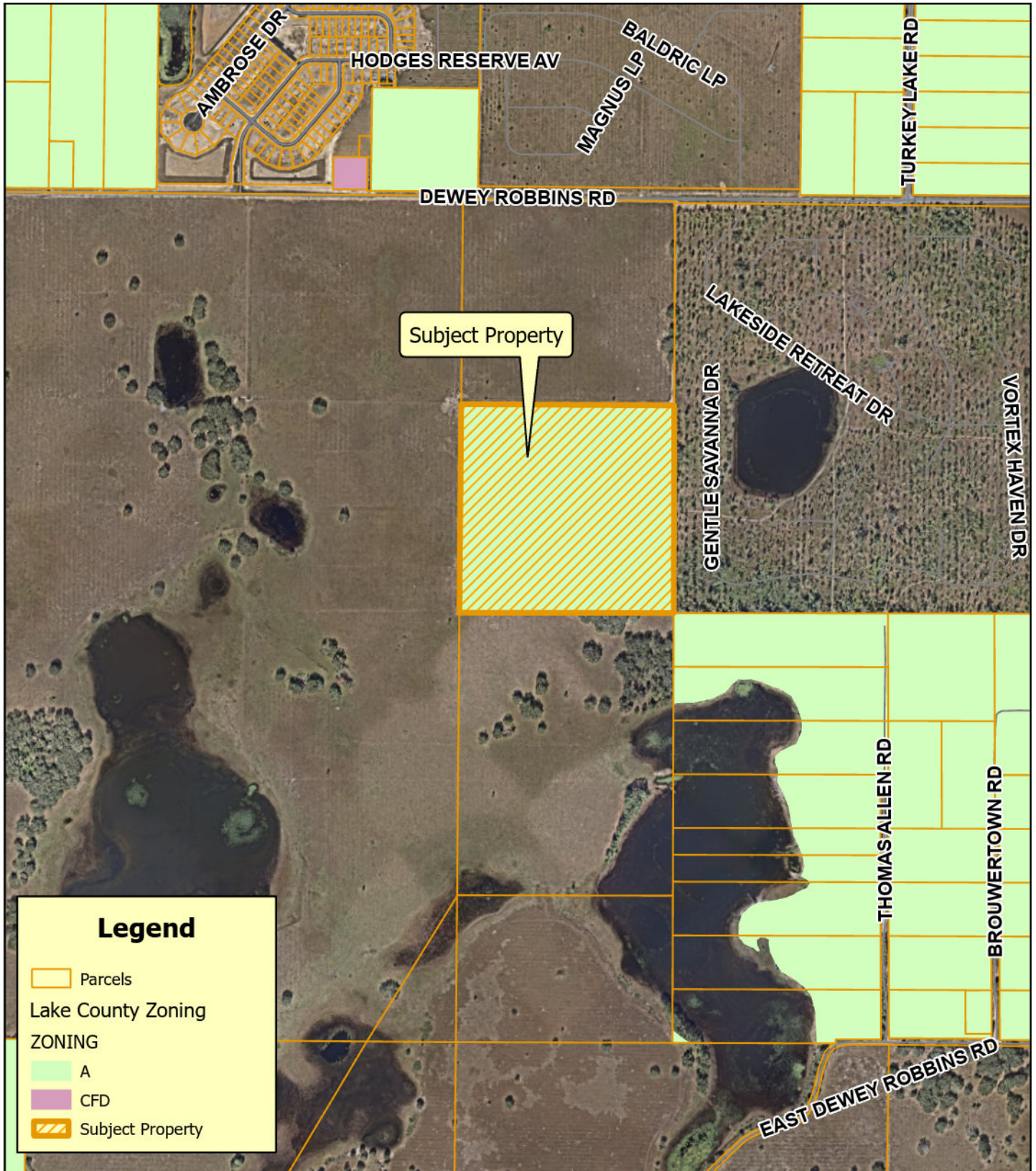


**Planning
& Zoning
Division**

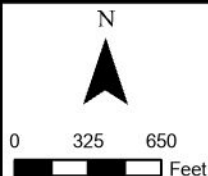


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

Lake County Zoning

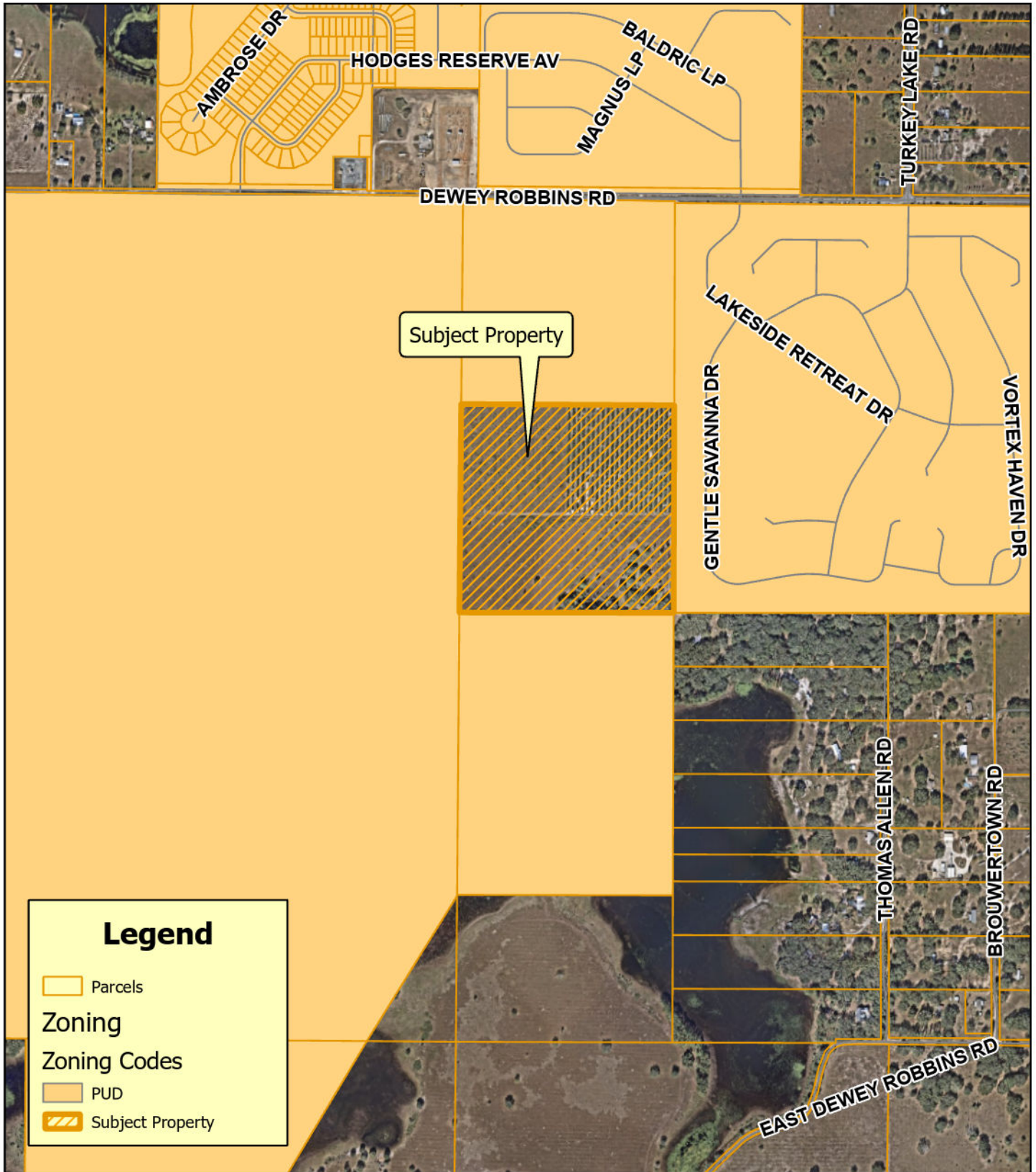


**Planning
& Zoning
Division**

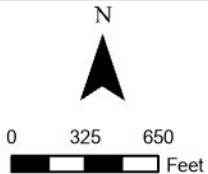


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 18, 2025

Zoning

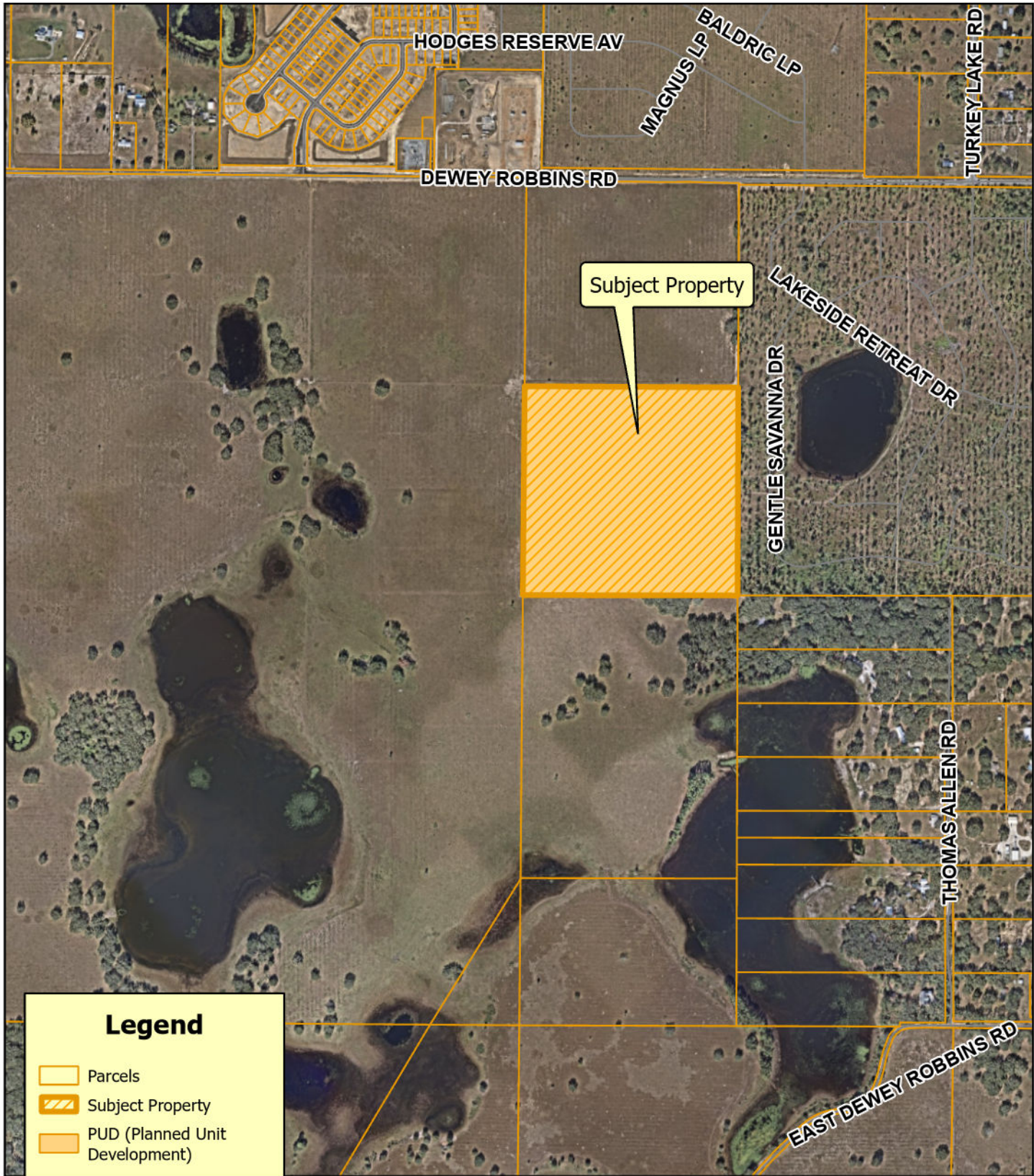


**Planning
& Zoning
Division**

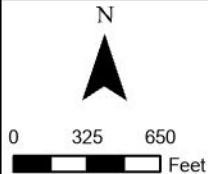


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 14, 2025

Proposed Zoning



**Planning
& Zoning
Division**

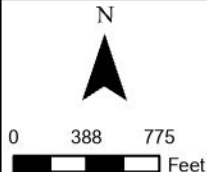


Bar Key II/Grace Groves
ANNX-25-450; SSCP-25-451; PUD-25-452
Alternate Key: 1210216
Section 05, Township 21 South, Range 24 East
February 18, 2025

Surrounding Land Uses

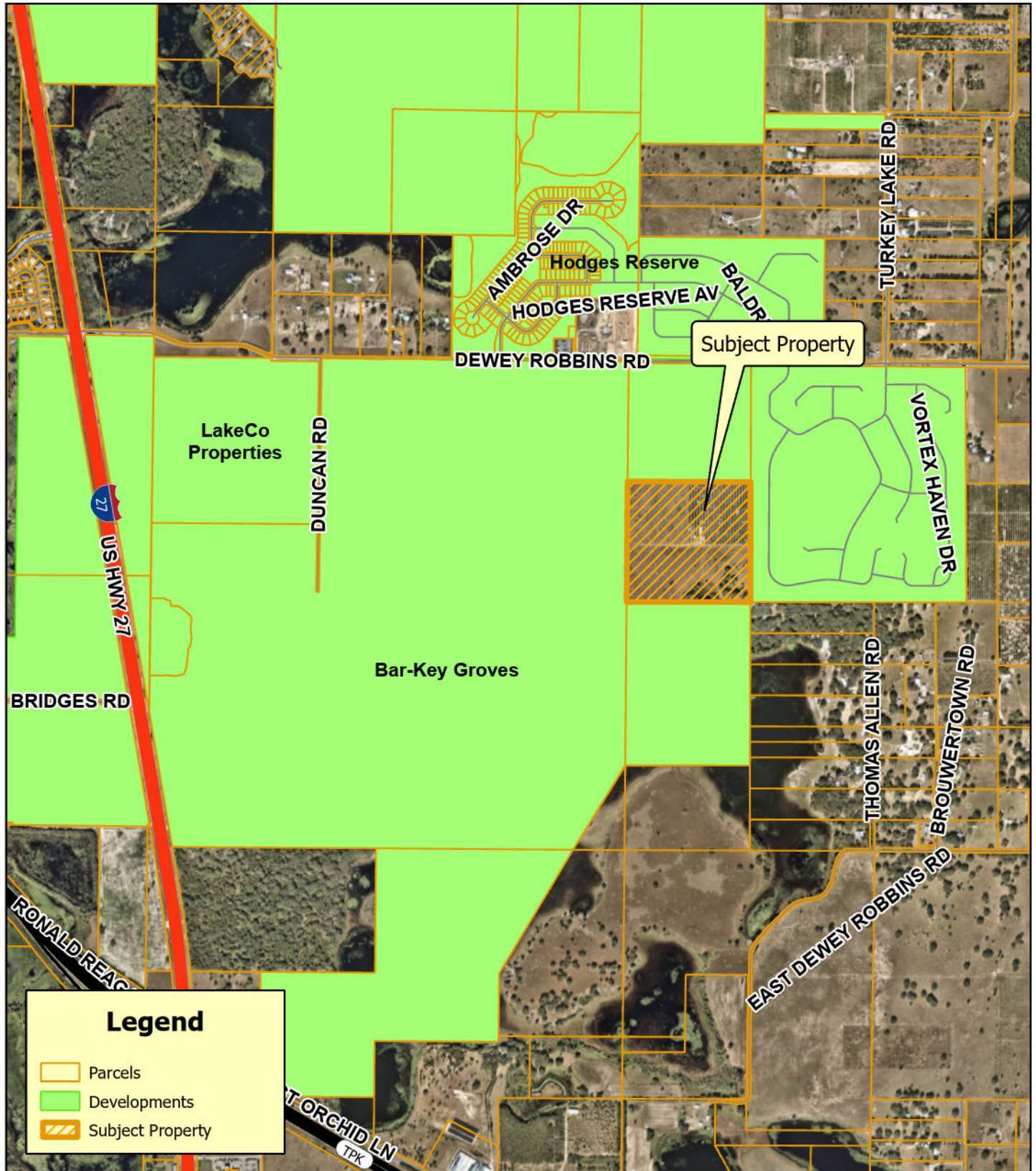


**Planning
& Zoning
Division**

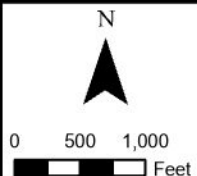


Bar Key II/Grace Groves
 ANN-25-450; SSCP-25-451; PUD-25-452
 Alternate Key: 1210216
 Section 05, Township 21 South, Range 24 East
 February 18, 2025

Surrounding Developments

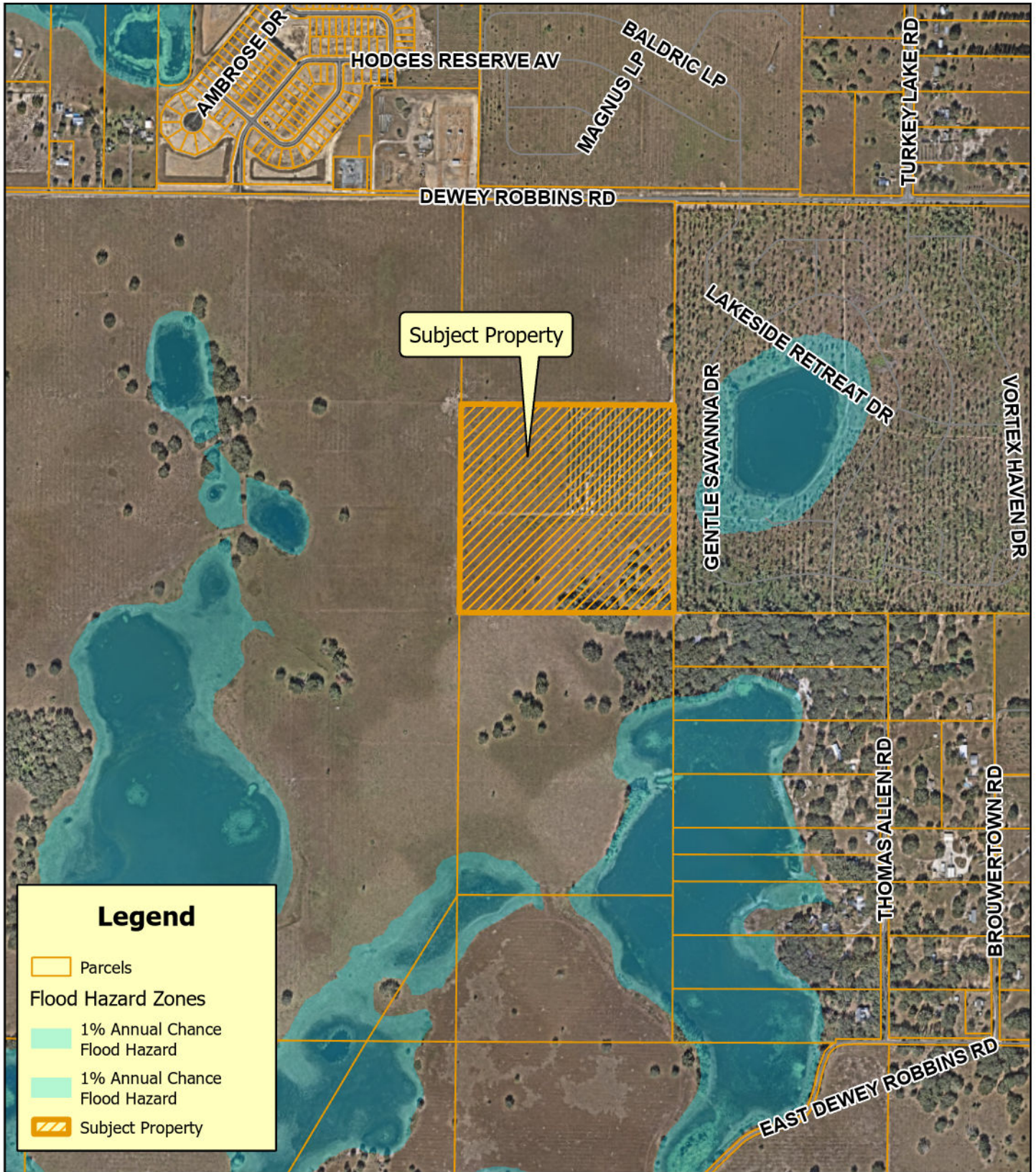


**Planning
& Zoning
Division**

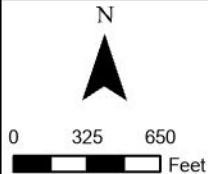


Bar Key II/Grace Groves
 ANN-25-450; SSCP-25-451; PUD-25-452
 Alternate Key: 1210216
 Section 05, Township 21 South, Range 24 East
 February 18, 2025

Flood Zone

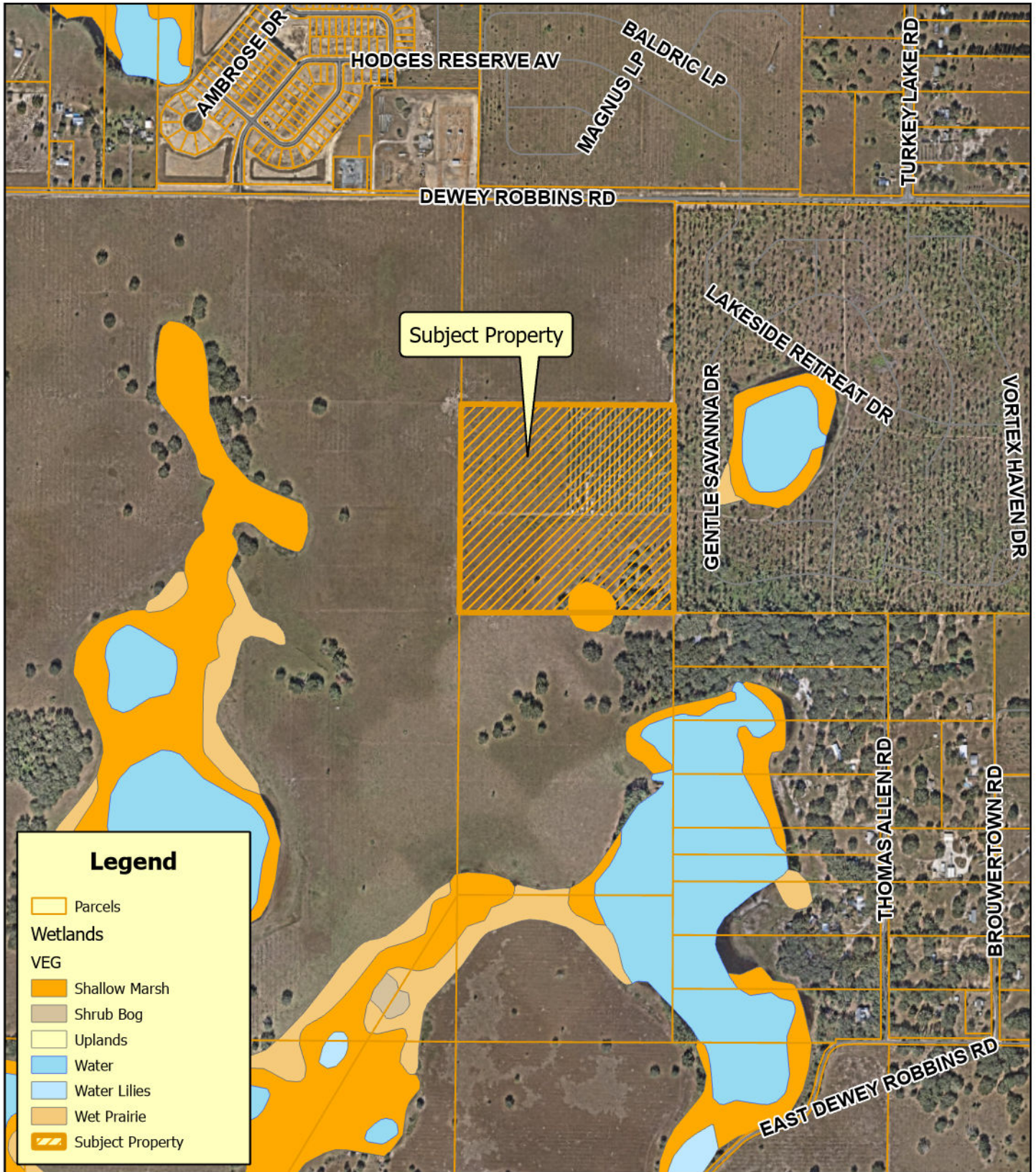


**Planning
& Zoning
Division**

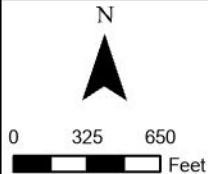


Bar Key II/Grace Groves
 ANN-25-450; SSCP-25-451; PUD-25-452
 Alternate Key: 1210216
 Section 05, Township 21 South, Range 24 East
 February 14, 2025

Wetlands



**Planning
& Zoning
Division**



Bar Key II/Grace Groves
 ANN-25-450; SSCP-25-451; PUD-25-452
 Alternate Key: 1210216
 Section 05, Township 21 South, Range 24 East
 February 14, 2025



Close up of Sign on Property from Dewey Robbins Road.



Looking North across Dewey Robbins Road from Subject Property



Looking East along Dewey Robbins Road from Subject Property.



Looking South onto Subject Property from Dewey Robbins Road.



Looking West along Dewey Robbins Road from Subject Property.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

this preemption on state/local government; wireless communication towers can be developed; without those concerns. Vice-Chairman Sanders asked Dan Miller how far is this tower from that nearest residence; Dan Miller stated he measured about 500' on the GIS system on the City computer; estimate, went over map, about 150' back to the east, to property line; make recommendation based on Code and the COMP plan. Commissioner Marshall wanted clarification of the Life stream bldg. to the tower; went over map.

Chairman Sennett entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the third case.

Commissioner Bowersox made a motion to APPROVE of case # CUP-25-465 – SKYWAY TOWERS (2021 TALLY ROAD) CUP – CONDITIONAL USE PERMIT
Commissioner O'Kelley SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Marshall	Yes
Chairman Sennett	Yes
Commissioner Sanders	No
Commissioner Carter	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Six yeas, one nay, the Planning Commission approved case # CUP-25-465 – SKYWAY TOWERS (2021 TALLY ROAD) CUP – CONDITIONAL USE PERMIT.

Chairman Sennett called for the fourth case under old business be brought forward.

4) PUBLIC HEARING CASE # SSCP-25-451 – BAR KEY II/GRAVE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 39.05 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Bar Key II/Grace Groves SSCP)

Dan Miller stated for the record permission to discuss both cases together and vote separately.

Dan Miller introduced case number #SSCP-25-451 – Bar Key II/Grace Groves – Small Scale Comprehensive Plan Amendment and case number #PUD-25-452 Planned Unit Development into the record and entered the exhibits into the record with maps and photo

exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, went over the PUD requirements, design and architectural standards, recreational requirements, and phasing; or expiration clause.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments. Lake County School Board has no comments; however, we know that the project will be subject to school concurrency review and this includes a review by the school board to see if adequate student stations are present; if they are not may be subject to a mitigation agreement, and applicant will have to provide adequate student stations for the project to move forward, at time of development. Lake County Public Works has no comments. Public responses – no responses were received from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff.

Commissioners' and Dan Miller discussed what we already approved is what will stand; approved; 1700 units, this becomes a part of that; not adding, filling in gap, that they attended from the beginning, negotiation on the property; weren't able to at that time, phase, work with the Bar Key; PUD, separate.

Cyndi Tarapani, Tarapani Planning Strategies located at 128 East Tarpan Avenue, Tarpan Springs, Florida and stated she previous represented Bar Key I; no changes, changes to Bar Key II; smaller 39 acre site, do represent Brookfield Kolter Land Partners; contract purchaser, make comments; both cases together, introduced her team for the record, and gave a brief presentation, gave background of Kolter Property Company, went over size and scope of project, entered into; pioneering agreement with the City, no sewer line; fronting construction cost, sewer line, City designed; Kolter, construct line; south to Bar Key, get reimbursed, went over location map, Bar Key I master plan, Bar Key II master plan; redesign access roads, loop road, no road frontage; go through Bar Key I, proposed construction, emergency access easement; east of Dewey Robbins Road, 39 acres, 156 residential SF lots; located to west/south, loop road; Bar Key II incorporated, overall project, highlight wetlands and surface waters, three applications, FLU map, COMP plan categories; consistent, 45' lots, two car garage/spaces; visitor parking, on street parking; each block, style and type of units; proposed, architectural elevations; 1500' square feet to

2400' square feet product; one and two story, adding 39 acres Bar Key I, good project, negotiated conditions with Staff; master plan, PUD zoning; significant changes goes back to the City; respectfully request approval; happy to answer any questions; addressed comments from the Commission and stated there are no changes for Bar Key I; originally approved for 1700 units, commercial component, and institutional school component; none of that changes, new site; 156 units, more units in the overall project; but nothing changes in Bar Key I project.

Chairman Sennett stated if the Commission have any questions of the applicant.

Commissioner O'Kelley stated did we say there's no additional total developer of homes.

Chairman Sennett closes discussion from the Public and then discussion took place with the Commission.

Chairman Sennett entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the fourth case.

Vice-Chairman Sanders made a motion to APPROVE of case # SSCP-25-451 – BAR KEY II/GRACE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner Marshall	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-25-451 –BAR KEY II/GRACE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

5) PUBLIC HEARING CASE # PUD-25-452 – BAR KEY II/GRACE GROVES – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 39.05 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 23RD, 2025) (Bar Key II/Grace Groves SSCP)

Chairman Sennett called for a vote on the fifth case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-452 – BAR KEY II/GRACE GROVES – PLANNED UNIT DEVELOPMENT Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Carter	Yes
Chairman Sennett	Yes
Commissioner O’Kelley	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # PUD-25-452 – BAR KEY II/GRACE GROVES – PLANNED UNIT DEVELOPMENT.

NEW BUSINESS

Chairman Sennett called for the first case under new business be brought forward.

1) PUBLIC HEARING CASE # CUP-25-502 – EUCLID COTTAGES (408 EUCLID AVENUE) – CONDITIONAL USE PERMIT

A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT OF ONE (1) DUPLEX UNIT IN THE EXISTING R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT ON 0.26 +/- ACRES GENERALLY LOCATED SOUTH OF LILLY STREET AND EAST OF EUCLID AVENUE, AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(FINAL DECISION IS BY THE PLANNING COMMISSION).** (Euclid Cottages CUP)

Dan Miller introduced case number #CUP-25-502 – Euclid Cottages (408 Euclid Avenue) – Conditional Use Permit into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, and requests.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City departments. Lake County School Board stated that a duplex is exempt from school concurrency review. (4 units or less) Lake County

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.81 +/- acres; and being generally located west of Richey Road and south of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 2; and providing an effective date. (Richey Road Storage ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 0.81 +/- acres. The Planning Commission recommended approval of the associated Small Scale Comprehensive Plan Amendment and C-3 (Highway Commercial) rezoning, with a PDO (Planned Development Overlay).

Analysis:

The applicant has submitted a request for annexation of approximately 0.81 +/- acres, generally located west of Richey Road and south of W Main Street, as shown on the attached General Location Map. At this time, the property is undeveloped, directly adjacent to the associated, existing business. The current zoning is Lake County R-6 (Urban Residential); the proposed zoning is City C-3 (Highway Commercial), with a PDO (Planned Development Overlay) to allow outdoor storage uses. The reason for this request is to expand the existing business from the parcel directly north and allow outdoor storage of vehicles, including boats and RVs.

The property is surrounded by Lake County R-6 (Urban Residential); City of Leesburg C-3 (Highway Commercial), and City of Leesburg CIP (Commercial Industrial Planned). Under the conditions of the C-3 (Highway Commercial) and PDO (Planned Unit Development) zoning cases which are 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 Rezoning and PDO Applications, had recommendations for approval from the staff and Planning Commission at the public hearing held on April 24, 2025.

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 0.81 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE. (RICHEY ROAD STORAGE ANNEX)

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

Section 1.

Based upon the petition of Chris Kelley, Manager, Kelley Holdings LLC, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

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

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN NORTH 00°25'10" EAST ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 341.00 FEET; THENCE RUN NORTH 00°25'10" EAST, FOR A DISTANCE OF 104.03 FEET; THENCE RUN SOUTH 89°48'05" EAST, FOR A DISTANCE OF 341.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN SOUTH 00°25'10" WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 104.03 FEET, TO THE POINT OF BEGINNING.

Extended Locator

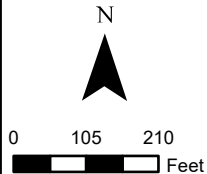


Legend

-  Parcels
-  Subject Property

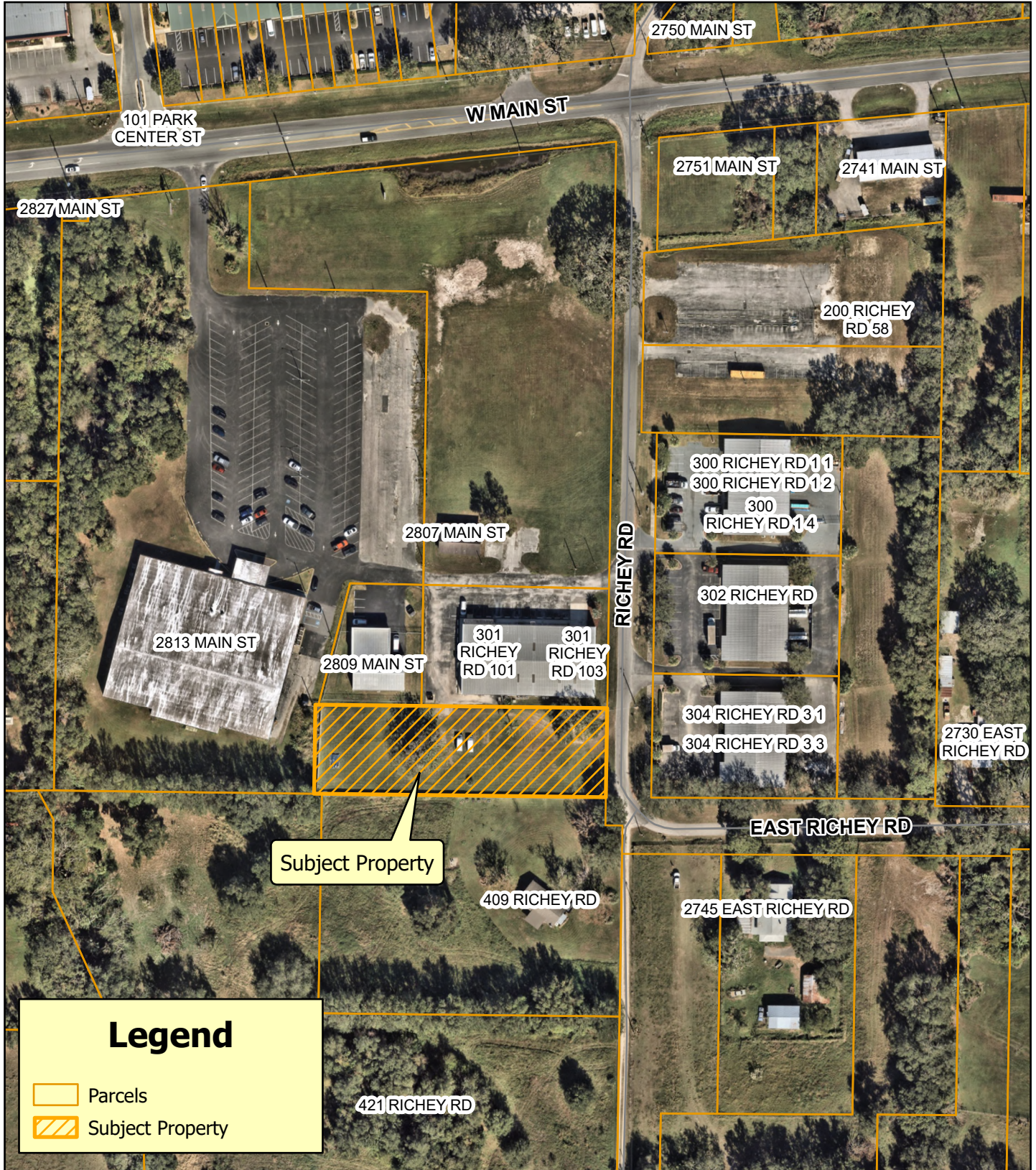


**Planning
& Zoning
Division**

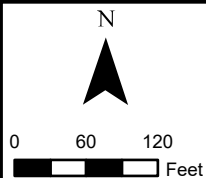


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Aerial

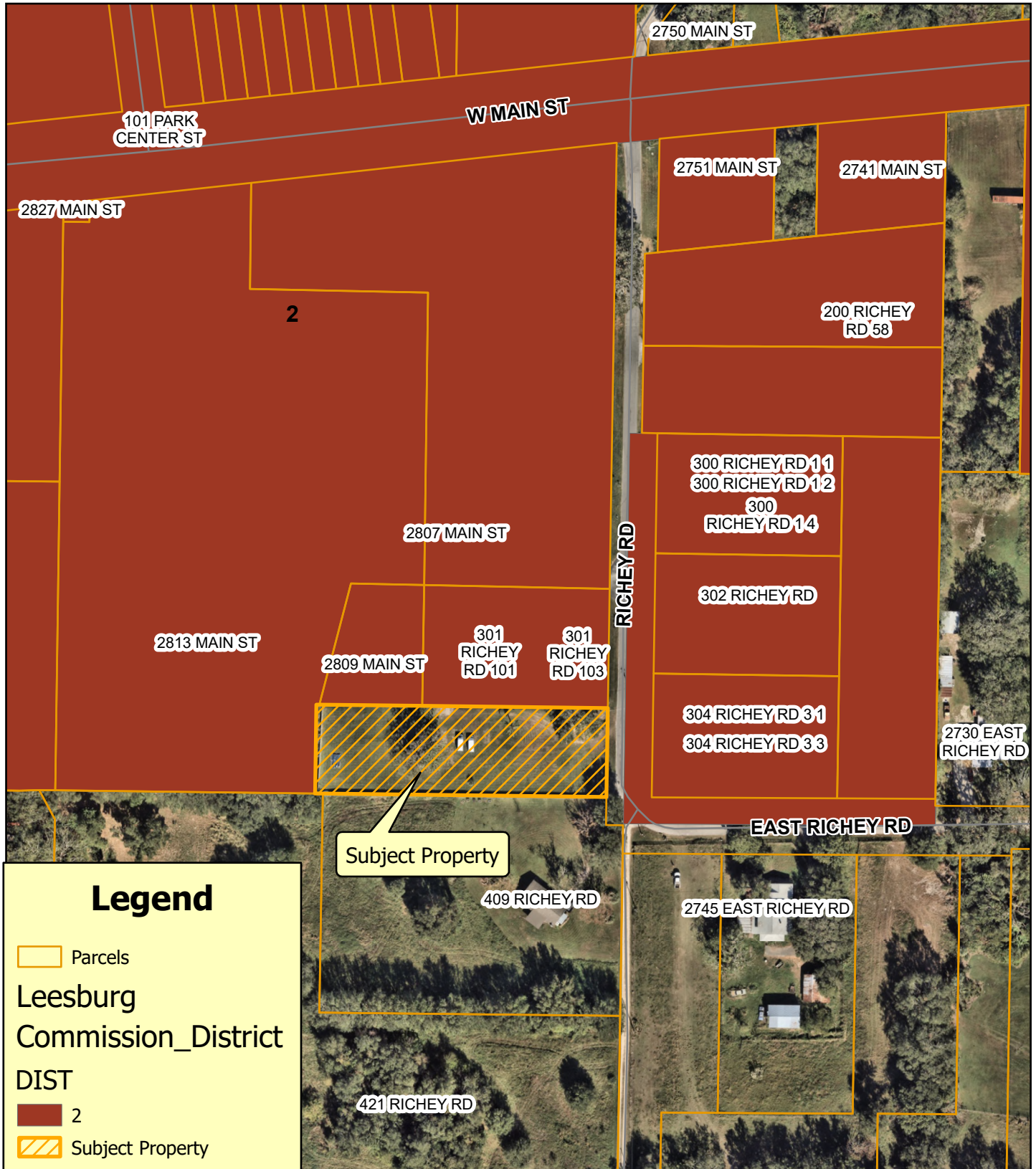


**Planning
& Zoning
Division**

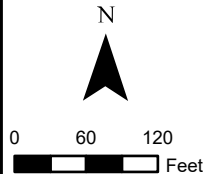


Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Commission District



**Planning
& Zoning
Division**



Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: June 23, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (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 0.81 +/- acres from Lake County Urban Medium to City of Leesburg General Commercial, for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road Storage SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 0.81 +/- acres from Lake County Urban Medium to City of Leesburg General Commercial.

Analysis:

The project site is approximately 0.81 acres. The property is generally located west of Richey Road and South of W Main Street. Currently, the property is undeveloped acreage. The proposed use is for commercial uses and outdoor storage of vehicles, including boats and RVs. The surrounding Future Land Use Map designations of Lake County Urban Medium Density, and City of Leesburg General Commercial are compatible, in the C-3 zoning, and as conditioned in the PDO (Planned Development Overlay), with the proposed future land use designation of City General Commercial.

The proposed zoning designation of City C-3 (Highway Commercial) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on April 24, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Medium to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 0.81 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RICHEY ROAD 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 November 25, 2024, 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 0.81 acres of land generally located west of Richey Road and South of W Main Street from Lake County Urban Medium to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 28, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

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

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN NORTH 00°25'10" EAST ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

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**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
REQUEST: Small-scale Comprehensive Plan amendment from Lake County Urban Medium to City General Commercial.
CASE NO.: SSCP-25-1208

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 request is compatible with the adjacent Future Land Use designations of Lake County Urban Medium Density; and City of Leesburg General Commercial.
3. The proposed request is compatible with the proposed zoning of C-3 (Highway Commercial), and as conditioned in the associated PDO document.
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 and 1.8.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Urban Medium to City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 24, 2025

OWNER: Kelley Holdings LLC

PETITIONER: Chris Kelley

PROJECT: Richey Road Storage

REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.

CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

GENERAL LOCATION: West of Richey Road and South of W Main Street.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake County Urban Medium Density
East – City of Leesburg General Commercial
West – City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg C-3 (Highway Commercial)
South – Lake County R-6 (Urban Residential)
East – City of Leesburg CIP (Commercial Industrial Planned)
West – City of Leesburg C-3 (Highway Commercial)

PROPOSED ZONING DESIGNATION: City C-3 (Highway Commercial)

PROPOSED ACTION: Planned Development Overlay to allow outdoor storage uses.

EXISTING LAND USE: Undeveloped, no structures.

SURROUNDING LAND USE:

North – Commercial; Warehouse
South – Residential; Pasture improved Hay Acreage
East – Office
West – Commercial

PROPOSED LAND USE: Outdoor storage of vehicles, including boats and RVs.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.
CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/18/2025.

FIRE

In reference to Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 4/21/2025

ELECTRIC

Leesburg Electric has no objections. – Steve Davis, 4/7/2025

GAS

No comments received as of 4/18/2025.

GIS/ADDRESSING:

GIS has no comments. – Aidan Holmes, 4/4/2025

BUILDING

No comments received as of 4/18/2025.

PUBLIC WORKS

Public Works has no issues with this request. – Cliff Kelsey, 4/4/2025

HOUSING & REDEVELOPMENT

No comments received as of 4/18/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment at this time and will defer review to future site plan. Richey Road is a county maintained paved road and any work along it will require permitting from Lake County Public Works Department. – Seth Lynch, 4/4/2025

LAKE COUNTY SCHOOLS

No comments on this non-residential project. – Heather Croney, 4/4/2025

PUBLIC RESPONSES

Approval

Approval with Requested Conditions

1

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

“Hello, my name is John Goodwin and I own the Urban Residential property which immediately abuts the property seeking the amendment.

I spoke with Chris Kelly when he purchased the property of my concern of seeing equipment or work vehicles

from my home located at 305 Richey Road that faces said property. When he purchased the property he installed a 6 ft vinyl fence and promised that there would be no lighting facing my property. All has been well since that point with no issues and he's been a good neighbor.

I am concerned in this current future land use amendment that Chris is wanting to store larger vehicle's such as RV's and boats and other equipment which in my opinion would be easily seen over a 6 foot fence. To not have my objection to this request I would like that there be a requirement to construct an 10ft vinyl fence in place of the current 6ft vinyl fence along the south property line (our shared property line). Also with some stipulation that any outside lighting must face away from my property and towards his as to not be obtrusive to my view.

Please confirm that you received my email and if you have further question feel free to contact me.

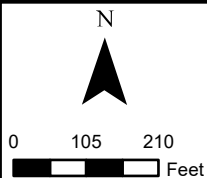
Sincerely,” -- John Goodwin, 4/11/2025

PUBLIC COMMENTS (DISAPPROVAL)

Extended Locator

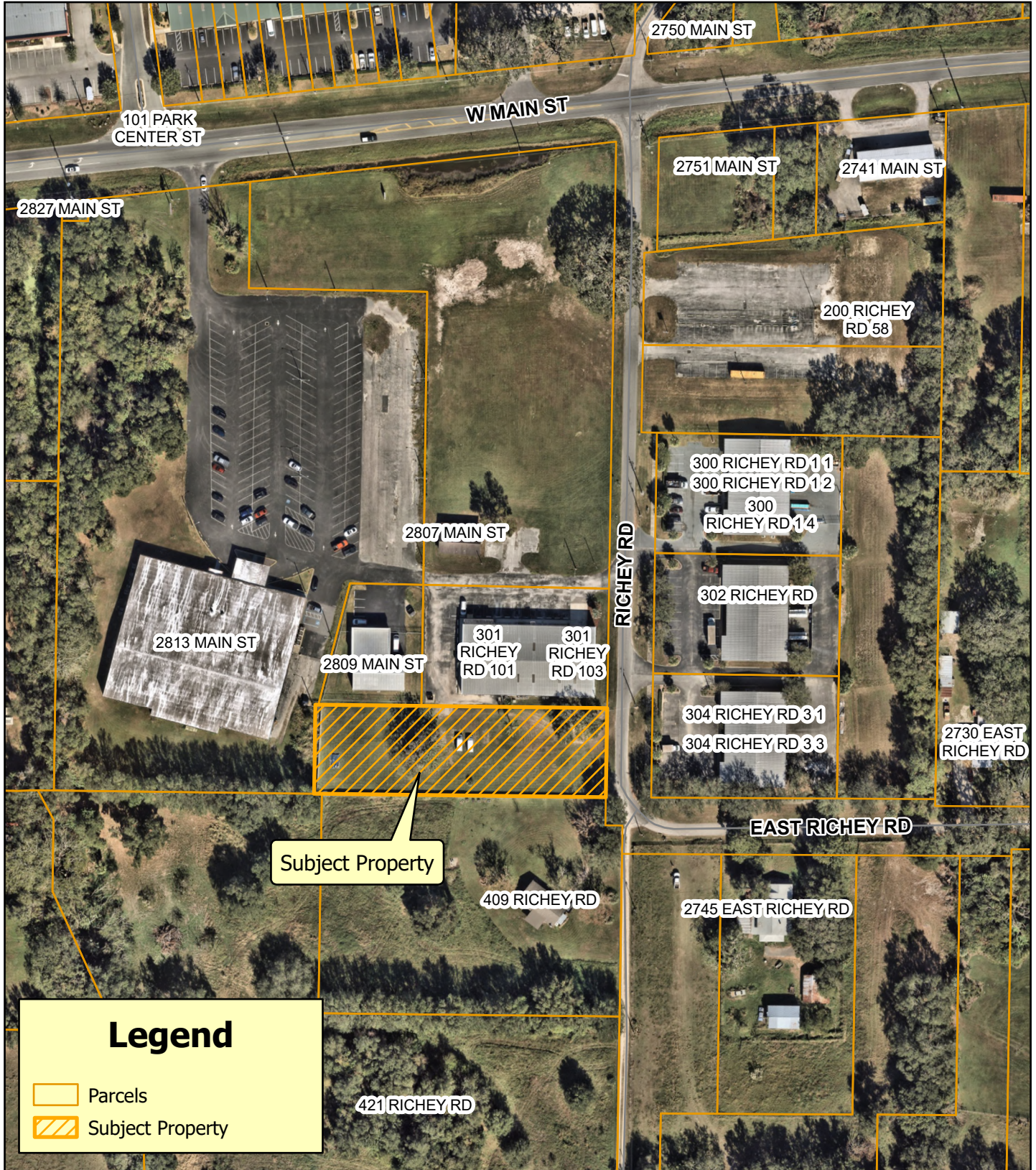


**Planning
& Zoning
Division**

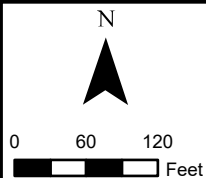


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Aerial



**Planning
& Zoning
Division**

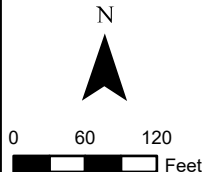


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
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Lake County Future Land Use

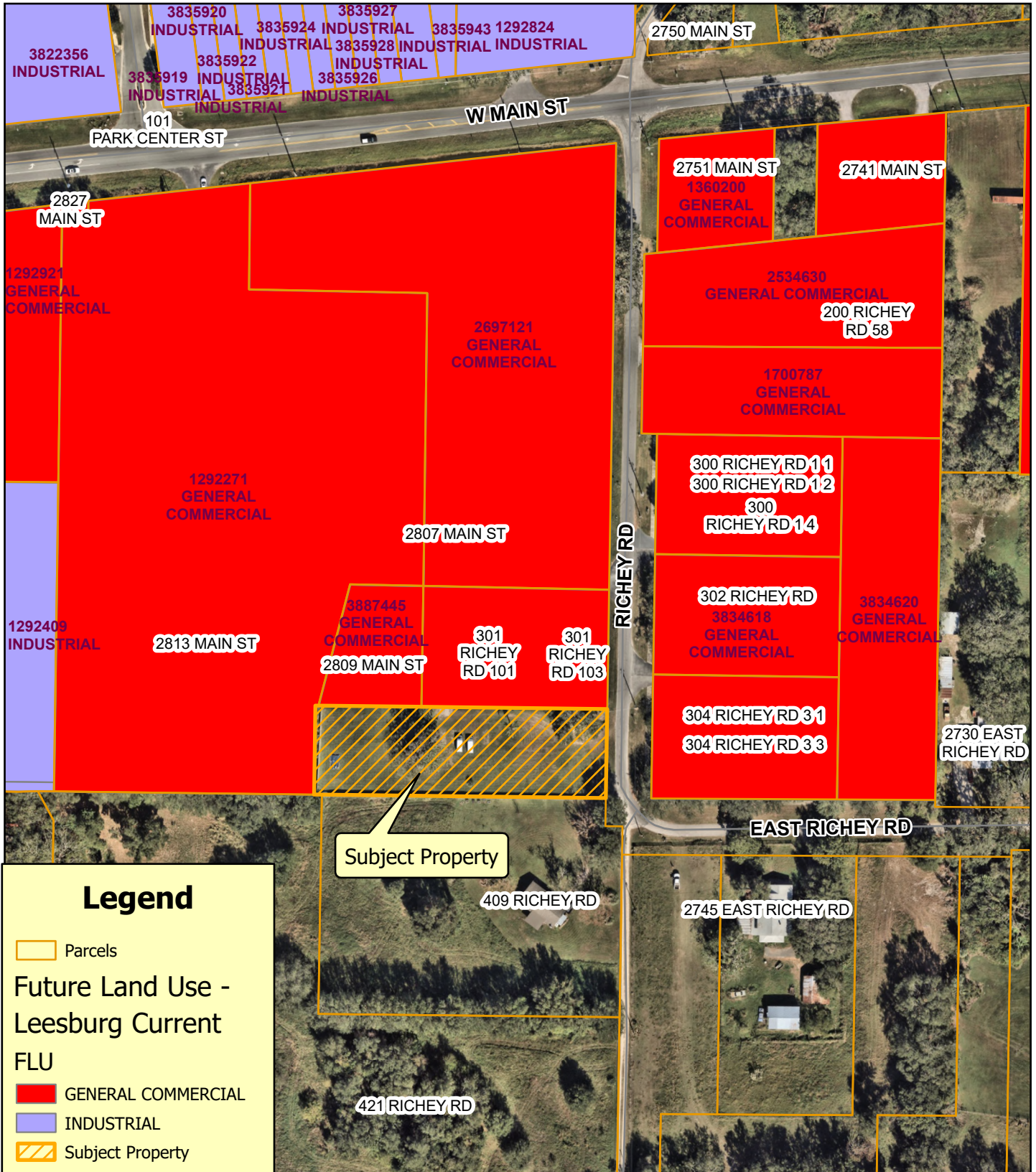


**Planning
& Zoning
Division**

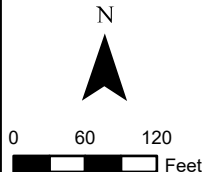


Richey Road Storage
 ANNEX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Future Land Use

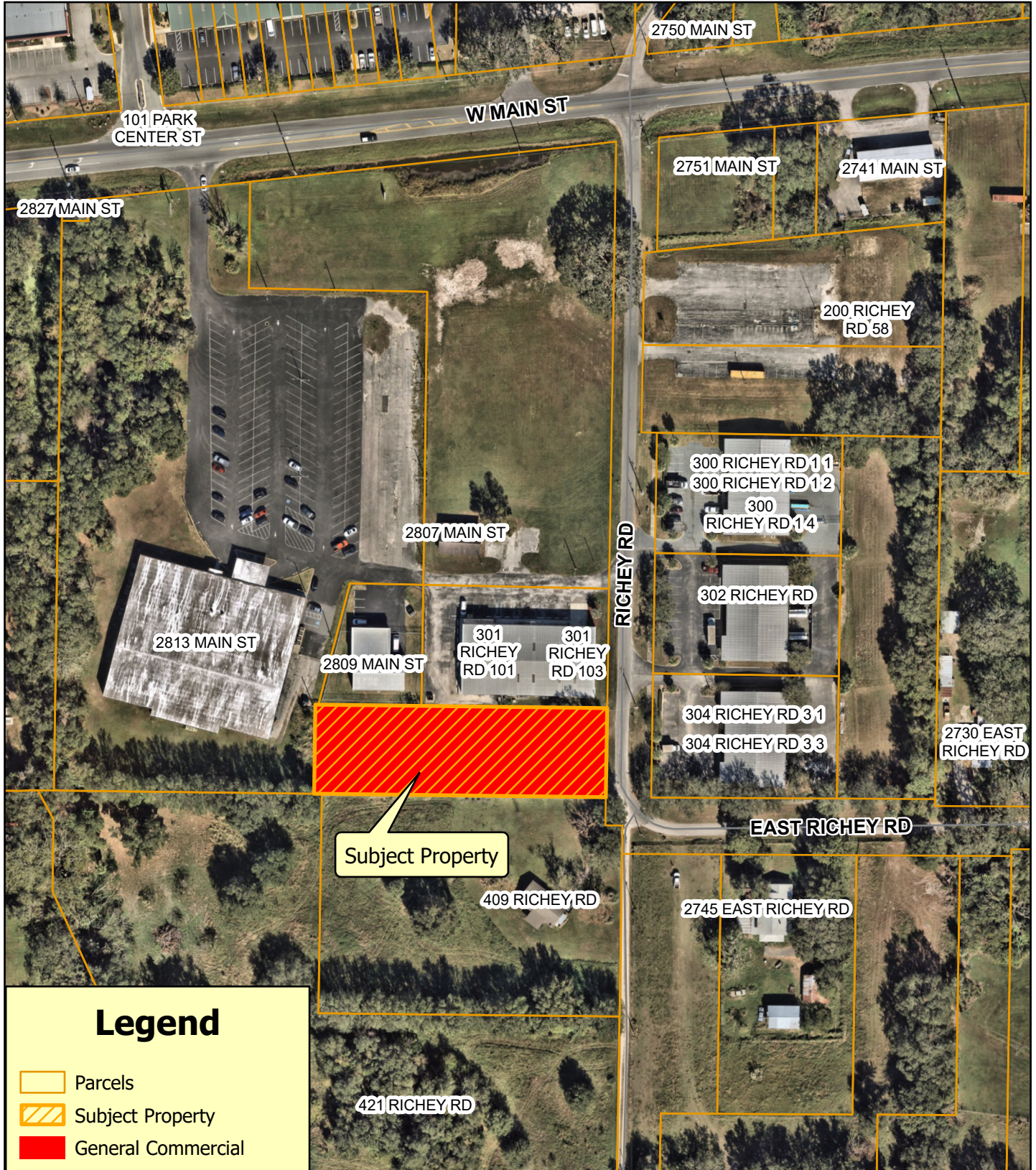


**Planning
& Zoning
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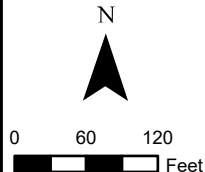


Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Commissioner O’Kelley made a motion to APPROVE of case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT.

Chairman Sennett called for the third case under new business be brought forward.

3) PUBLIC HEARING CASE # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage SSCP)

Chairman Sennett stated for the record to discuss all the cases together and vote separately.

Dan Miller introduced case number #SSCP-25-1208 – Richey Road Storage – Small Scale Comprehensive Plan Amendment, case number #RZ-25-1209 Rezoning, and case number #PUD-25-1210 into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, and went over the PDO requirements.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City Departments. Lake County School Board stated commercial project so it is not subject to school board review. Lake County Public Works has no comments. Public responses – we received one approval with the comment (neighbor) as long as there is a requirement for a large fence along the southern border of the property from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for the cases; Staff supports the cases; recommended approval.

Chairman Sennett stated if the Commission have any question of Staff.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the third case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Carter	Yes
Chairman Sennett	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the fourth case under new business be brought forward.

4) PUBLIC HEARING CASE # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR**

MONDAY, JUNE 23RD, 2025) (Richey Road Storage RZ)

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to APPROVE case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING.

Chairman Sennett called for the fifth case under new business be brought forward.

5) PUBLIC HEARING CASE # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY

A REQUEST FOR A PLANNED DEVELOPMENT OVERLAY FOR OUTDOOR STORAGE IN THE C-3 (HIGHWAY COMMERCIAL) ZONING DISTRICT ON 0.81 +/- ACRES FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage PDO)

Chairman Sennett called for a vote on the fifth case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Carter	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY.

ANNOUNCEMENTS

Dan Miller stated to the Commission that Bikefest starts today, and our office and City Hall will not be open; Vice-Chairman Sanders invited the Commission to stop by and visit him downtown for the festivities.

ADJOURNMENT

Meeting was adjourned at 7:12 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I



Close up of Sign on Property from Richey Road.



Looking north along Richey Road.



Looking east across Richey Road.



Looking south along Richey Road.

*Richey Road Storage – (Annexation), Small Scale Comprehensive Plan Amendment, Rezoning, Planned Development Overlay
– (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210*

Taken on 4/11/2025



Looking west from Richey Road into the Subject Property.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.9.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.81 +/- acres from Lake County R-6 (Urban Residential) to City of Leesburg C-3 (Highway Commercial) to allow for commercial uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road RZ)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential) to City of Leesburg C-3 (Highway Commercial) to allow for commercial uses.

Analysis:

The project site is approximately 0.81 +/- acres, and is generally located west of Richey Road and South of W Main Street as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow expansion of the existing business on the parcel directly north and allow commercial uses. The existing land uses surrounding the property are commercial, warehouse, residential, pasture improved hay acreage, and office. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 24, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to C-3 (Highway Commercial); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL) TO ALLOW FOR COMMERCIAL USES FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RICHEY ROAD RZ)

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

Section 1.

Based upon the petition of Chris Kelley, Manager, Kelley Holdings LLC (Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential) to City of Leesburg C-3 (Highway Commercial), 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 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN NORTH 00°25'10" EAST ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 341.00 FEET; THENCE RUN NORTH 00°25'10" EAST, FOR A DISTANCE OF 104.03 FEET; THENCE RUN SOUTH 89°48'05" EAST, FOR A DISTANCE OF 341.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN SOUTH 00°25'10" WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 104.03 FEET, TO THE POINT OF BEGINNING.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 24, 2025

OWNER: Kelley Holdings LLC

PETITIONER: Chris Kelley

PROJECT: Richey Road Storage

REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.

CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

GENERAL LOCATION: West of Richey Road and South of W Main Street.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake County Urban Medium Density
East – City of Leesburg General Commercial
West – City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg C-3 (Highway Commercial)
South – Lake County R-6 (Urban Residential)
East – City of Leesburg CIP (Commercial Industrial Planned)
West – City of Leesburg C-3 (Highway Commercial)

PROPOSED ZONING DESIGNATION: City C-3 (Highway Commercial)

PROPOSED ACTION: Planned Development Overlay to allow outdoor storage uses.

EXISTING LAND USE: Undeveloped, no structures.

SURROUNDING LAND USE:

North – Commercial; Warehouse
South – Residential; Pasture improved Hay Acreage
East – Office
West – Commercial

PROPOSED LAND USE: Outdoor storage of vehicles, including boats and RVs.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.
CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/18/2025.

FIRE

In reference to Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 4/21/2025

ELECTRIC

Leesburg Electric has no objections. – Steve Davis, 4/7/2025

GAS

No comments received as of 4/18/2025.

GIS/ADDRESSING:

GIS has no comments. – Aidan Holmes, 4/4/2025

BUILDING

No comments received as of 4/18/2025.

PUBLIC WORKS

Public Works has no issues with this request. – Cliff Kelsey, 4/4/2025

HOUSING & REDEVELOPMENT

No comments received as of 4/18/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment at this time and will defer review to future site plan. Richey Road is a county maintained paved road and any work along it will require permitting from Lake County Public Works Department. – Seth Lynch, 4/4/2025

LAKE COUNTY SCHOOLS

No comments on this non-residential project. – Heather Croney, 4/4/2025

PUBLIC RESPONSES

Approval

Approval with Requested Conditions

1

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

“Hello, my name is John Goodwin and I own the Urban Residential property which immediately abuts the property seeking the amendment.

I spoke with Chris Kelly when he purchased the property of my concern of seeing equipment or work vehicles

from my home located at 305 Richey Road that faces said property. When he purchased the property he installed a 6 ft vinyl fence and promised that there would be no lighting facing my property. All has been well since that point with no issues and he's been a good neighbor.

I am concerned in this current future land use amendment that Chris is wanting to store larger vehicle's such as RV's and boats and other equipment which in my opinion would be easily seen over a 6 foot fence. To not have my objection to this request I would like that there be a requirement to construct an 10ft vinyl fence in place of the current 6ft vinyl fence along the south property line (our shared property line). Also with some stipulation that any outside lighting must face away from my property and towards his as to not be obtrusive to my view.

Please confirm that you received my email and if you have further question feel free to contact me.

Sincerely,” -- John Goodwin, 4/11/2025

PUBLIC COMMENTS (DISAPPROVAL)



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
REQUEST: Rezoning from Lake County R-6 (Urban Residential) to City C-3 (Highway Commercial).
CASE NO.: RZ-25-1209

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The proposed request for a C-3 (Highway Commercial) zoning is compatible with the current surrounding zoning districts, including Lake County R-6 (Urban Residential District); City of Leesburg C-3 (Highway Commercial), and CIP (Commercial Industrial Planned).
2. The proposed zoning is compatible with the proposed future land use designation amendment to City General Commercial, and the current surrounding Future Land Use designations, including Lake County Urban Medium Density; and City of Leesburg General Commercial.
3. The site is an extension of the existing business on the parcel directly north of the subject property.
4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned in the PDO document, and based on the proximity to compatible development.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County R-6 (Urban Residential District) to City C-3 (Highway Commercial), and forward this recommendation to the City Commission for consideration.

Extended Locator

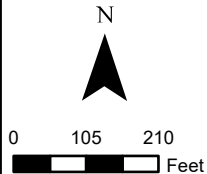


Legend

-  Parcels
-  Subject Property

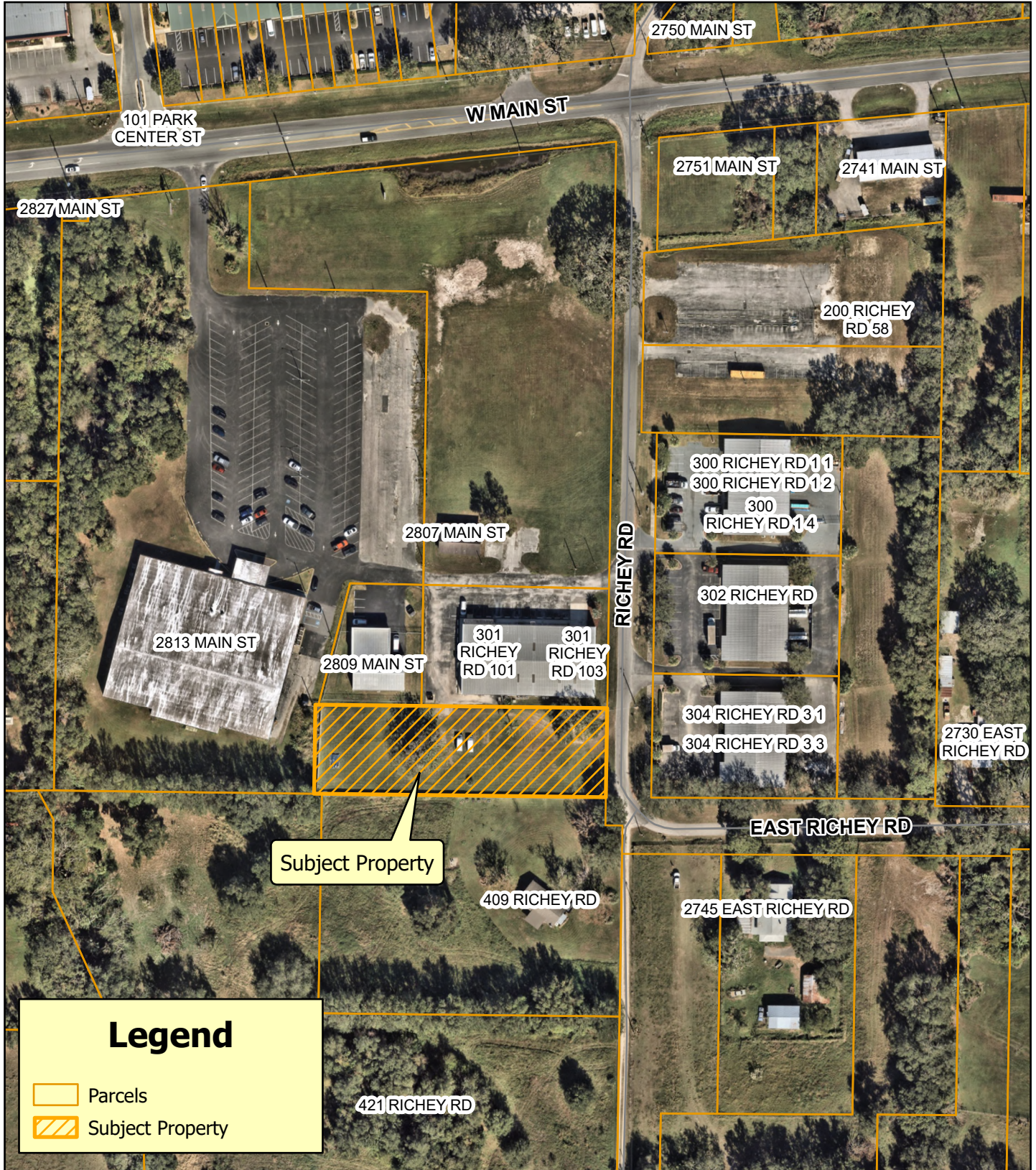


**Planning
& Zoning
Division**

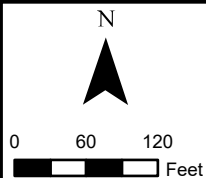


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Aerial

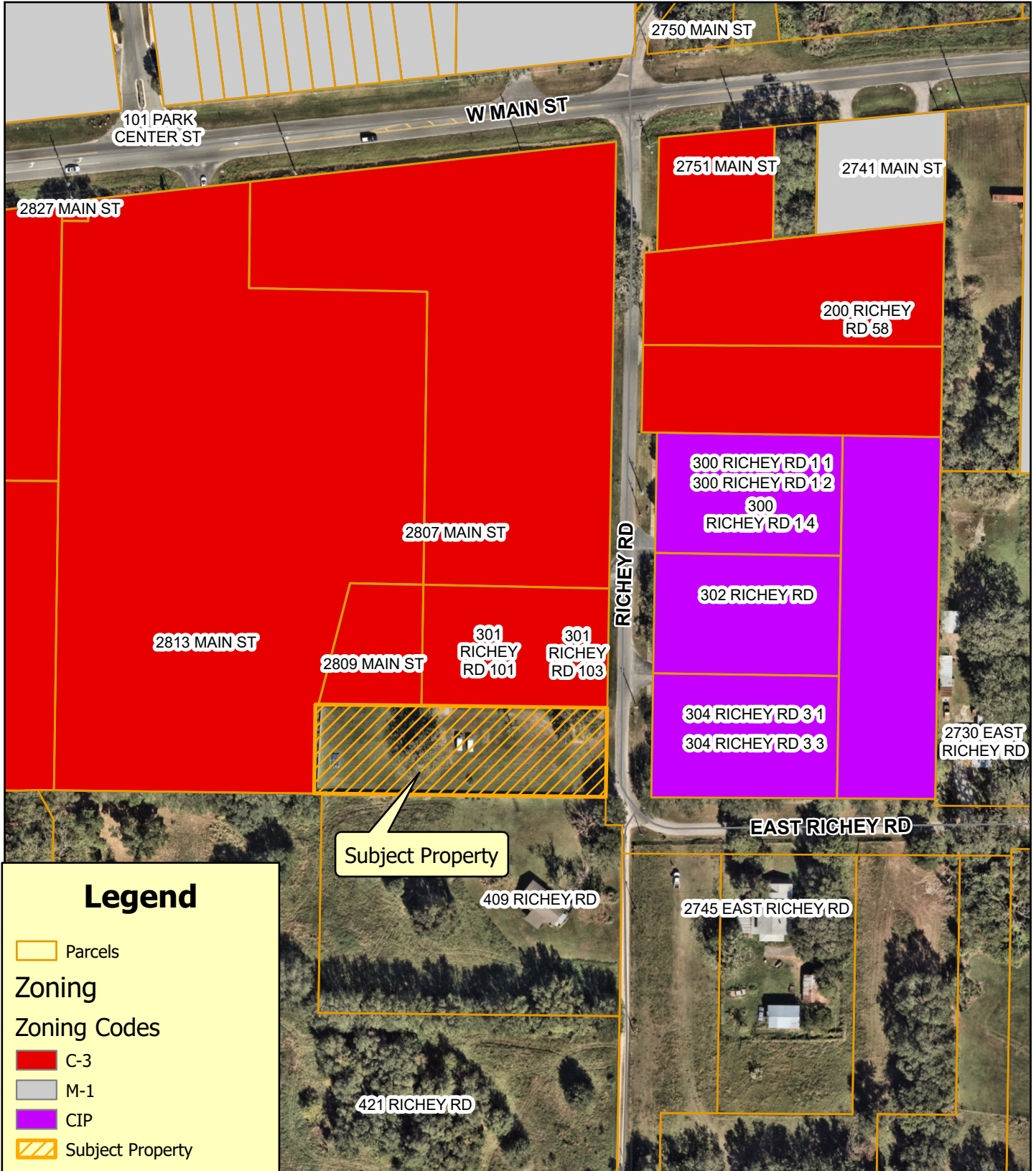


**Planning
& Zoning
Division**

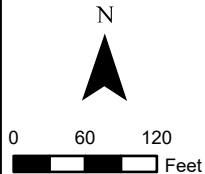


Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Zoning

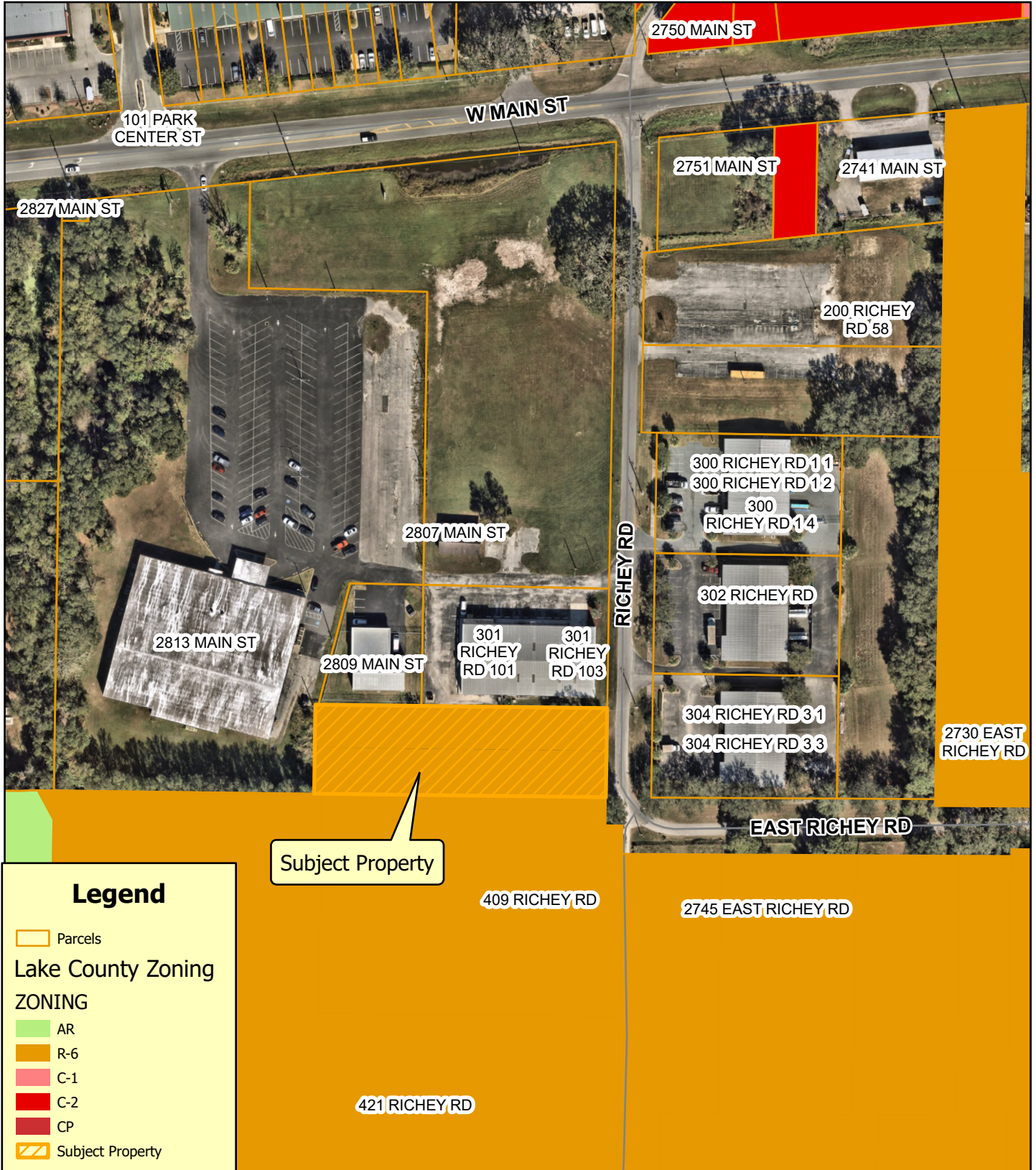


**Planning
& Zoning
Division**

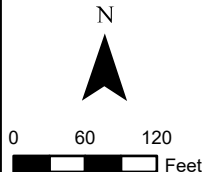


Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Lake County Zoning

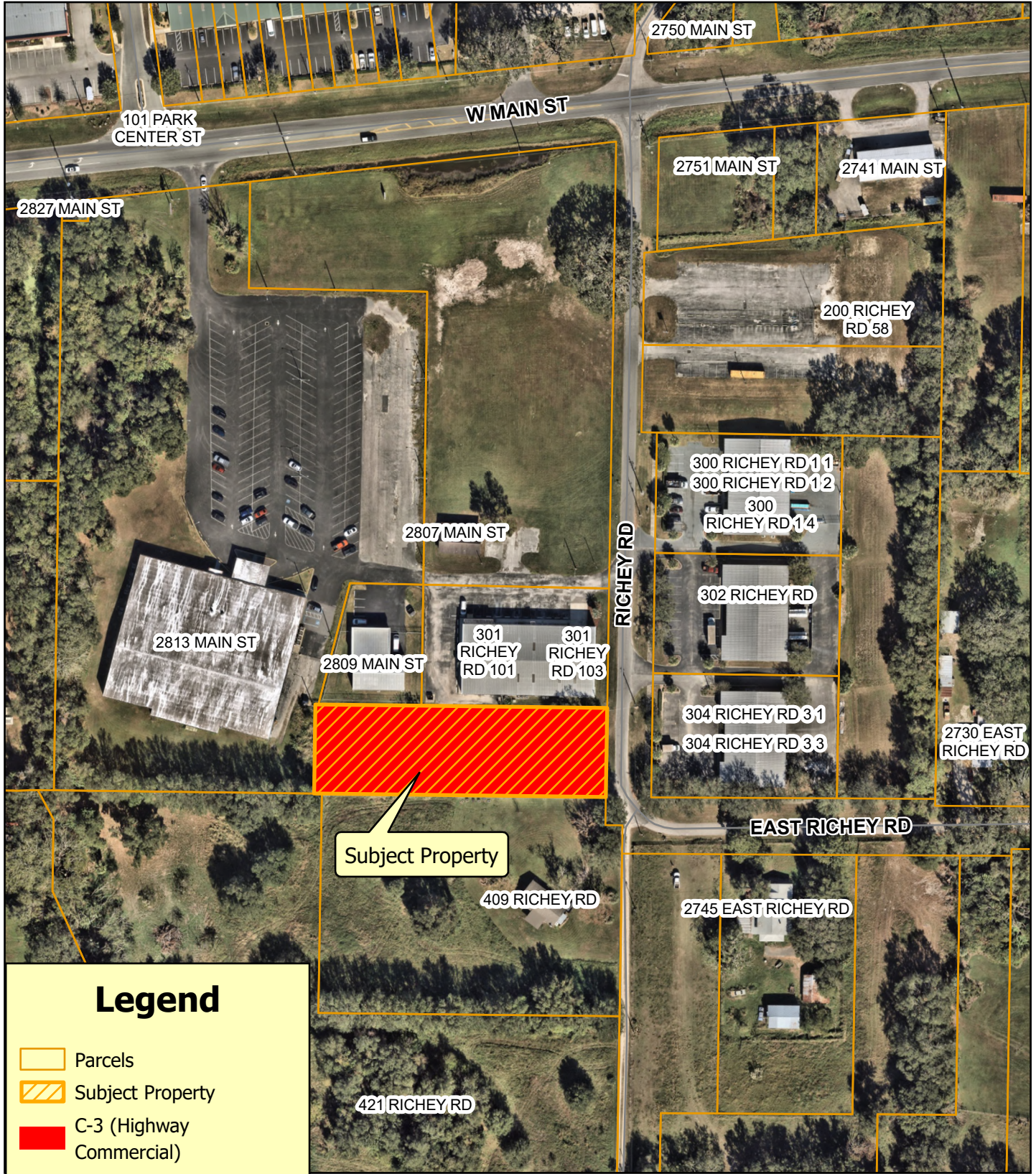


**Planning
& Zoning
Division**

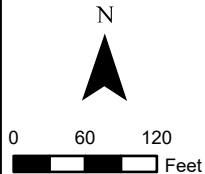


Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Proposed Zoning



**Planning
& Zoning
Division**

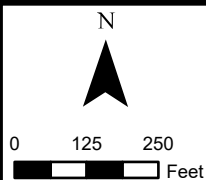


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Surrounding Land Uses

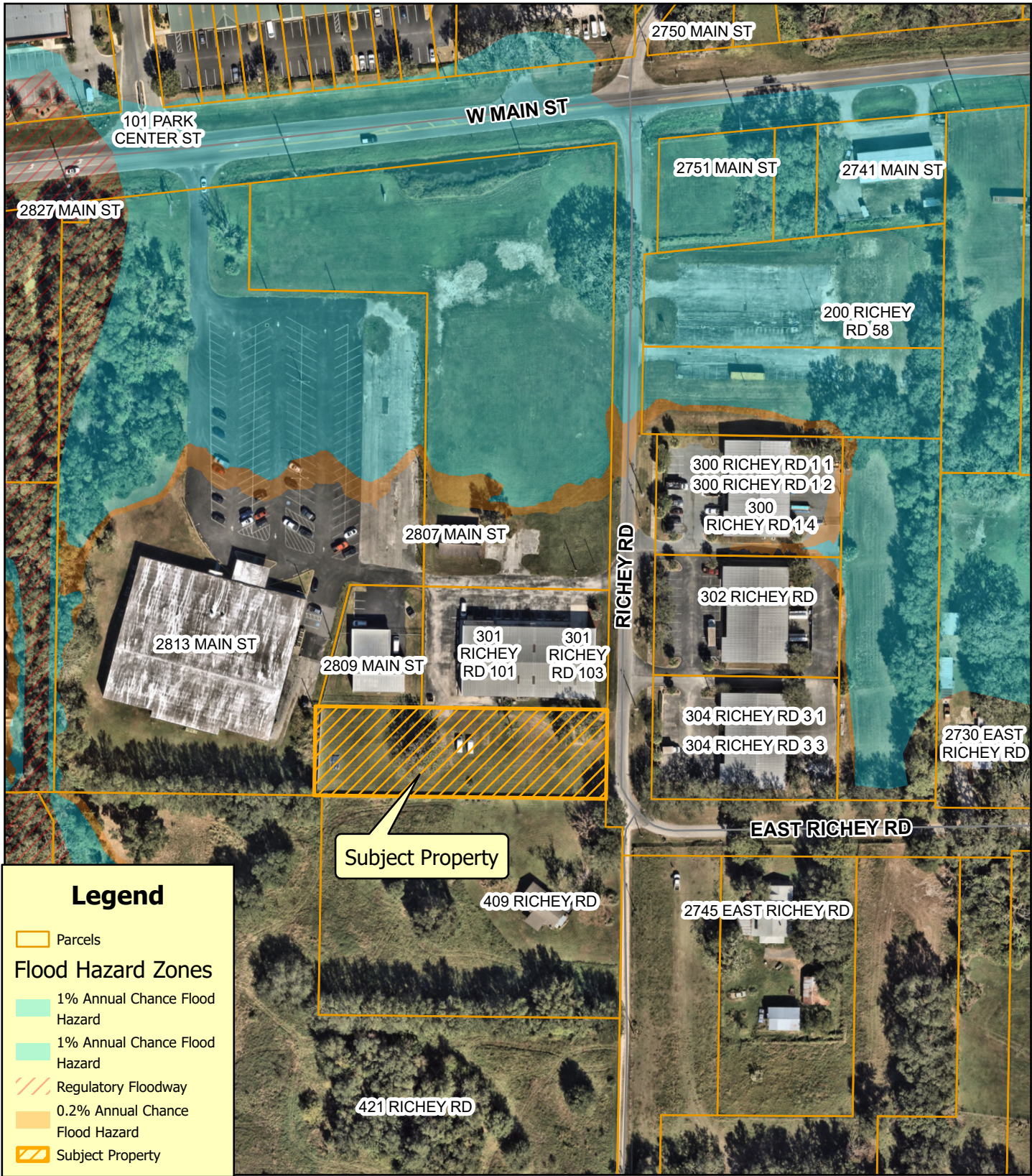


**Planning
& Zoning
Division**

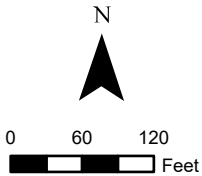


Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Flood Zone



**Planning
& Zoning
Division**

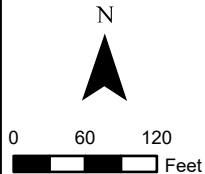


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Wetlands



**Planning
& Zoning
Division**



Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025



Close up of Sign on Property from Richey Road.



Looking north along Richey Road.



Looking east across Richey Road.



Looking south along Richey Road.

*Richey Road Storage – (Annexation), Small Scale Comprehensive Plan Amendment, Rezoning, Planned Development Overlay
– (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210*

Taken on 4/11/2025



Looking west from Richey Road into the Subject Property.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Commissioner O'Kelley made a motion to APPROVE of case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT.

Chairman Sennett called for the third case under new business be brought forward.

3) PUBLIC HEARING CASE # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage SSCP)

Chairman Sennett stated for the record to discuss all the cases together and vote separately.

Dan Miller introduced case number #SSCP-25-1208 – Richey Road Storage – Small Scale Comprehensive Plan Amendment, case number #RZ-25-1209 Rezoning, and case number #PUD-25-1210 into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, and went over the PDO requirements.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City Departments. Lake County School Board stated commercial project so it is not subject to school board review. Lake County Public Works has no comments. Public responses – we received one approval with the comment (neighbor) as long as there is a requirement for a large fence along the southern border of the property from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for the cases; Staff supports the cases; recommended approval.

Chairman Sennett stated if the Commission have any question of Staff.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the third case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Carter	Yes
Chairman Sennett	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the fourth case under new business be brought forward.

4) PUBLIC HEARING CASE # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR**

MONDAY, JUNE 23RD, 2025) (Richey Road Storage RZ)

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to APPROVE case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING.

Chairman Sennett called for the fifth case under new business be brought forward.

5) PUBLIC HEARING CASE # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY

A REQUEST FOR A PLANNED DEVELOPMENT OVERLAY FOR OUTDOOR STORAGE IN THE C-3 (HIGHWAY COMMERCIAL) ZONING DISTRICT ON 0.81 +/- ACRES FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage PDO)

Chairman Sennett called for a vote on the fifth case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Carter	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY.

ANNOUNCEMENTS

Dan Miller stated to the Commission that Bikefest starts today, and our office and City Hall will not be open; Vice-Chairman Sanders invited the Commission to stop by and visit him downtown for the festivities.

ADJOURNMENT

Meeting was adjourned at 7:12 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.10.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning on approximately 0.81 +/- acres to allow for outdoor storage uses for a property generally located west of Richey Road and South of W Main Street, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Richey Road PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning to allow for outdoor storage uses.

Analysis:

The project site is approximately 0.81 +/- acres, and is generally located west of Richey Road and south of W Main Street as shown on the attached maps. At this time, the property is undeveloped. The proposal will continue allow uses under the C-3 (Highway Commercial) Zoning as well as permit outdoor storage uses, including the storage of boats, vehicles, and RVs. The existing land uses surrounding the property are commercial, warehouse, residential, pasture improved hay acreage, and office. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 24, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay), as conditioned; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future use 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, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY) TO THE C-3 (HIGHWAY COMMERCIAL) ZONING ON APPROXIMATELY 0.81 +/- ACRES TO ALLOW FOR OUTDOOR STORAGE USES FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RICHEY ROAD PDO)

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

Section 1.

Based upon the petition of Chris Kelley, Manager, Kelley Holdings LLC (Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, hereby adding a PDO (Planned Development Overlay) to the C-3 (Highway Commercial) Zoning, 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 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN NORTH 00°25'10" EAST ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 341.00 FEET; THENCE RUN NORTH 00°25'10" EAST, FOR A DISTANCE OF 104.03 FEET; THENCE RUN SOUTH 89°48'05" EAST, FOR A DISTANCE OF 341.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN SOUTH 00°25'10" WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 104.03 FEET, TO THE POINT OF BEGINNING.

Richey Road Storage
PLANNED DEVELOPMENT OVERLAY ZONING
In a C-3 (Highway Commercial) Zoning District
April 24, 2025

These Planned Development Conditions for a PDO (Planned Development Overlay) District are granted by the City of Leesburg, Florida to **Chris Kelley, Kelley Holdings LLC**, whose address is **4525 Myrtle Street, Edgewater, FL 32141, "Permittee"** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high-quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district on an approximately 0.81-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned C-3 (Highway Commercial), with a Future Land Use designation of City General Commercial. The site is currently undeveloped. The purpose is to utilize the property for outdoor storage uses.

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow outdoor storage uses.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

1. PERMISSION

Permission is hereby granted to the **Chris Kelley, Kelley Holdings LLC**, whose address is **4525 Myrtle Street, Edgewater, FL 32141, "Permittee"** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located west of Richey Road and south of W Main Street, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for the C-3 (Highway Commercial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area within the property boundaries, as shown on the Survey, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the C-3 (Highway Commercial) Zoning District
 - b. Outdoor storage of vehicles and equipment
 - c. Accessory structures, such as shade structures, subject to requirements under City of Leesburg Code of Ordinances, Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
 - d. Any other similar uses which are considered accessory to permitted uses which do not adversely impact the adjoining properties due to traffic, noise, dust, etc.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the C-3 (Highway Commercial) zoning district.
 - b. On-site retail and sales, including of vehicles
 - c. Any other uses which are considered to adversely impact the adjoining properties due to traffic, noise, dust, etc.

4. SITE ACCESS

- A. Access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. DEVELOPMENT STANDARDS AND OPERATIONS

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the C-3 (Highway Commercial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. The property shall be fenced with a minimum 6-foot fence, which shall be opaque adjacent to Richey Road and any residential uses directly abutting the subject property.
 - a. Barbed wire is permitted provided the height of the fence, including the maximum three (3) strands of barbed wire at the top, do not exceed eight (8) feet in height.
- C. Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
 - a. Except as provided in this section, unattached accessory or temporary structures such as tube and canvas structures, vendor trailers and vehicles etc. shall not project or be placed into the required front yard(s) in front of the principal structure or encroach into easements, parking areas, drive aisles, buffer areas or other required site plan areas except as permitted in section 25-292(18). Cabanas, outdoor shelters, sheds, work shops and other enclosed and temporary structures may be constructed in a required rear yard. Accessory structures, which are not attached to a principal structure, may be erected in accordance with the following requirements:
 1. An accessory building not exceeding twelve (12) feet in height may occupy not more

than thirty (30) percent of a required rear yard.

2. An accessory building exceeding twelve (12) feet in height may be permitted where an additional two (2) feet of setback is provided for every additional foot of height above twelve (12) feet to a maximum of the height of the principal structure or the height allowed in the district where located, whichever is less.

3. No accessory structure shall be located within five (5) feet of side or rear property lines.

4. No accessory structure shall be located closer to the street than the front yard setback required for a principal structure in the district in which such accessory structure may be located.

5. Corner lots shall be considered to have two (2) front yards.

6. Vehicles including tractor trailers, shipping containers, manufactured housing and mobile homes, shall not be used as permanent storage buildings, utility buildings, or other such uses.

b. When an accessory structure is attached to the principal building, it shall comply in all respects with the yard requirements applicable to the principal building.

c. Tube and canvas structures shall be prohibited in the front and side yards of all districts except for the industrial district where screening from the public right-of-way and adjacent residential properties shall be required. Existing approved tube and canvas structures permitted prior to December 12, 2011 shall comply with all provisions of this chapter by June 1, 2013.

D. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-424* City of Leesburg Code of Ordinances, as amended.

6. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.

C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein 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 Planned Development Overlay Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject

to each and every condition herein set out.

- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

LEGAL DESCRIPTION

EXHIBIT B

Parcel ID Altkeys: 3933636

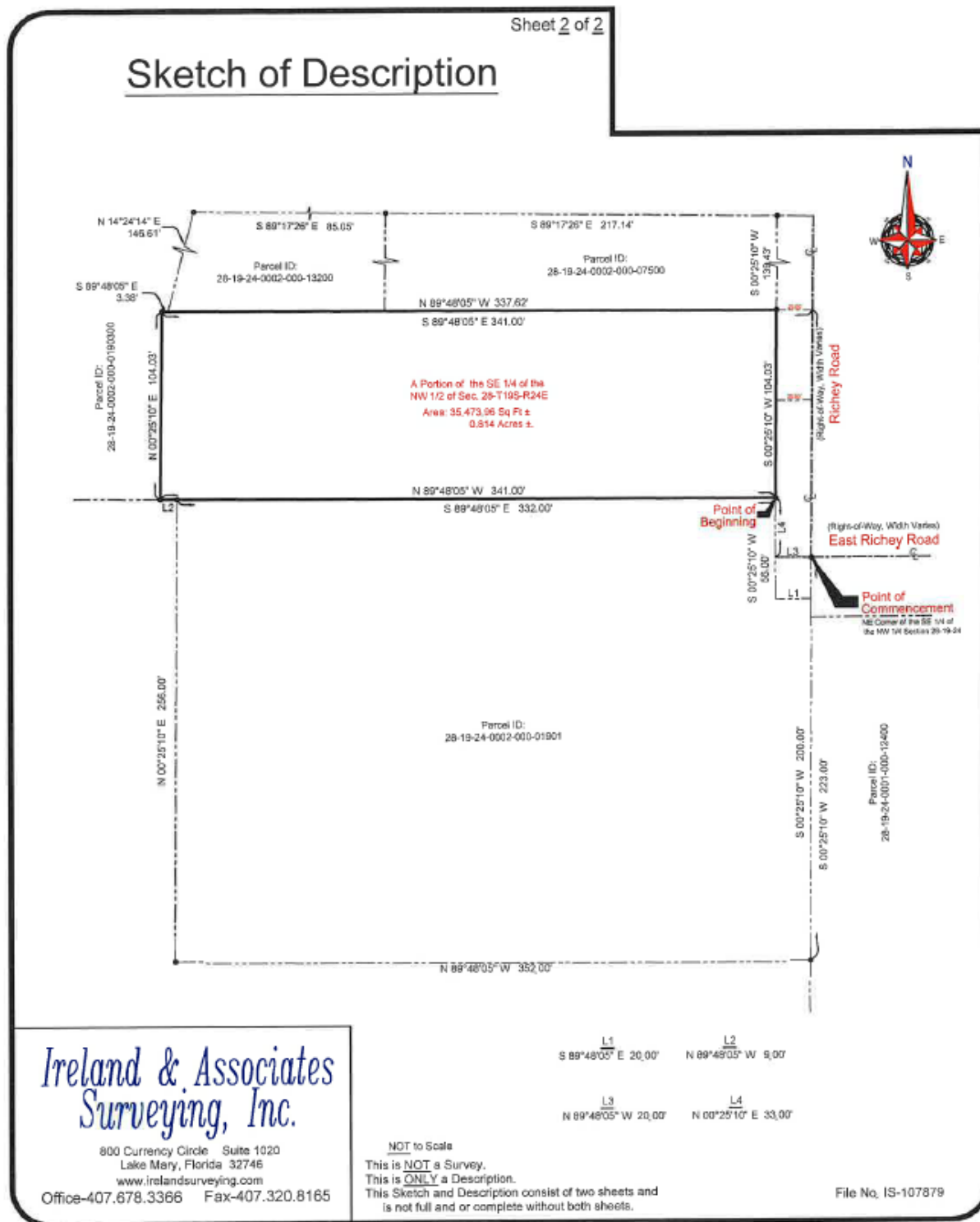
LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN NORTH 00°25'10" EAST ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THENCE RUN NORTH 89°48'05" WEST, FOR A DISTANCE OF 341.00 FEET; THENCE RUN NORTH 00°25'10" EAST, FOR A DISTANCE OF 104.03 FEET; THENCE RUN SOUTH 89°48'05" EAST, FOR A DISTANCE OF 341.00 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF RICHEY ROAD; THENCE RUN SOUTH 00°25'10" WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 104.03 FEET, TO THE POINT OF BEGINNING.

SURVEY





CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
CASE NO.: PUD-25-1210

REQUEST

1. Add a Planned Development Overlay (PDO) to the C-3 (Highway Commercial) zoning to allow outdoor storage of vehicles, including boats and RVs.
2. A waiver from Section 25-282(a)(1), PDO 5-acre minimum requirement.

BACKGROUND

Based on the surrounding existing City zoning, rezoning the subject property to C-3 (Highway Commercial), with a Planned Development Overlay for outdoor storage use, is the most appropriate action for the requested uses. Any other straight zoning designation would constitute a spot zoning, and therefore be in conflict with the City's Comprehensive Plan. Rezoning to M-1 (Industrial) zoning to permit the outdoor storage uses, would also permit more intense uses, which would be potentially incompatible with the existing surrounding land uses.

The requested underlying C-3 (Highway Commercial) zoning district uses shall remain to allow both the above outdoor storage uses, and uses permitted by right under the C-3 Zoning.

Thus, in determining a solution to the use of the property in a manner consistent with the area, staff determined that the use of a Planned Development Overlay (PDO) would allow an appropriate use of the currently undeveloped land, and maintain compatibility with the underlying zoning and Sec. 25-269 (2) of the City's Code.

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request for the following reason(s):

1. The proposed request on the subject property for the addition of a Planned Development Overlay, is compatible with the proposed zoning district of C-3 (Highway Commercial) and the surrounding zoning districts including Lake County R-6 (Urban Residential); City of Leesburg C-3 (Highway Commercial), and CIP (Commercial Industrial Planned).
2. The proposed Future Land Use designation of City General Commercial is compatible with the proposed request for the addition of a Planned Development Overlay, and is with the current surrounding Future Land Use designations, including Lake County Lake County Urban Medium Density; and City of Leesburg General Commercial.
3. The addition of the proposed Planned Development Overlay will allow for outdoor storage uses compatible with the surrounding land uses of the surrounding properties, as conditioned,

without violating and Sec. 25-269 (2) of the City's Code.

4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned, based on the location and proximity to compatible development, and is consistent with the City of Leesburg Comprehensive Plan, Future Land Use Element, Goal 1, Objective 1.8, by considering adjacent land uses.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a C-3 (Highway Commercial) zoning, and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: April 24, 2025

OWNER: Kelley Holdings LLC

PETITIONER: Chris Kelley

PROJECT: Richey Road Storage

REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.

CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

GENERAL LOCATION: West of Richey Road and South of W Main Street.

FUTURE LAND USE DESIGNATION: Lake County Urban Medium

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake County Urban Medium Density
East – City of Leesburg General Commercial
West – City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential)

SURROUNDING ZONING DESIGNATIONS:

North – City of Leesburg C-3 (Highway Commercial)
South – Lake County R-6 (Urban Residential)
East – City of Leesburg CIP (Commercial Industrial Planned)
West – City of Leesburg C-3 (Highway Commercial)

PROPOSED ZONING DESIGNATION: City C-3 (Highway Commercial)

PROPOSED ACTION: Planned Development Overlay to allow outdoor storage uses.

EXISTING LAND USE: Undeveloped, no structures.

SURROUNDING LAND USE:

North – Commercial; Warehouse
South – Residential; Pasture improved Hay Acreage
East – Office
West – Commercial

PROPOSED LAND USE: Outdoor storage of vehicles, including boats and RVs.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: April 24, 2025
OWNER: Kelley Holdings LLC
PETITIONER: Chris Kelley
PROJECT: Richey Road Storage
REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial), with a Planned Development Overlay to allow outdoor storage of vehicles, including boats and RVs.
CASE NO.: (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 4/18/2025.

FIRE

In reference to Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-25-1208; RZ-25-1209; PUD-25-1210 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 4/21/2025

ELECTRIC

Leesburg Electric has no objections. – Steve Davis, 4/7/2025

GAS

No comments received as of 4/18/2025.

GIS/ADDRESSING:

GIS has no comments. – Aidan Holmes, 4/4/2025

BUILDING

No comments received as of 4/18/2025.

PUBLIC WORKS

Public Works has no issues with this request. – Cliff Kelsey, 4/4/2025

HOUSING & REDEVELOPMENT

No comments received as of 4/18/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment at this time and will defer review to future site plan. Richey Road is a county maintained paved road and any work along it will require permitting from Lake County Public Works Department. – Seth Lynch, 4/4/2025

LAKE COUNTY SCHOOLS

No comments on this non-residential project. – Heather Croney, 4/4/2025

PUBLIC RESPONSES

Approval

Approval with Requested Conditions

1

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

“Hello, my name is John Goodwin and I own the Urban Residential property which immediately abuts the property seeking the amendment.

I spoke with Chris Kelly when he purchased the property of my concern of seeing equipment or work vehicles

from my home located at 305 Richey Road that faces said property. When he purchased the property he installed a 6 ft vinyl fence and promised that there would be no lighting facing my property. All has been well since that point with no issues and he's been a good neighbor.

I am concerned in this current future land use amendment that Chris is wanting to store larger vehicle's such as RV's and boats and other equipment which in my opinion would be easily seen over a 6 foot fence. To not have my objection to this request I would like that there be a requirement to construct an 10ft vinyl fence in place of the current 6ft vinyl fence along the south property line (our shared property line). Also with some stipulation that any outside lighting must face away from my property and towards his as to not be obtrusive to my view.

Please confirm that you received my email and if you have further question feel free to contact me.

Sincerely," -- John Goodwin, 4/11/2025

PUBLIC COMMENTS (DISAPPROVAL)

Extended Locator

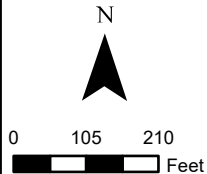


Legend

-  Parcels
-  Subject Property

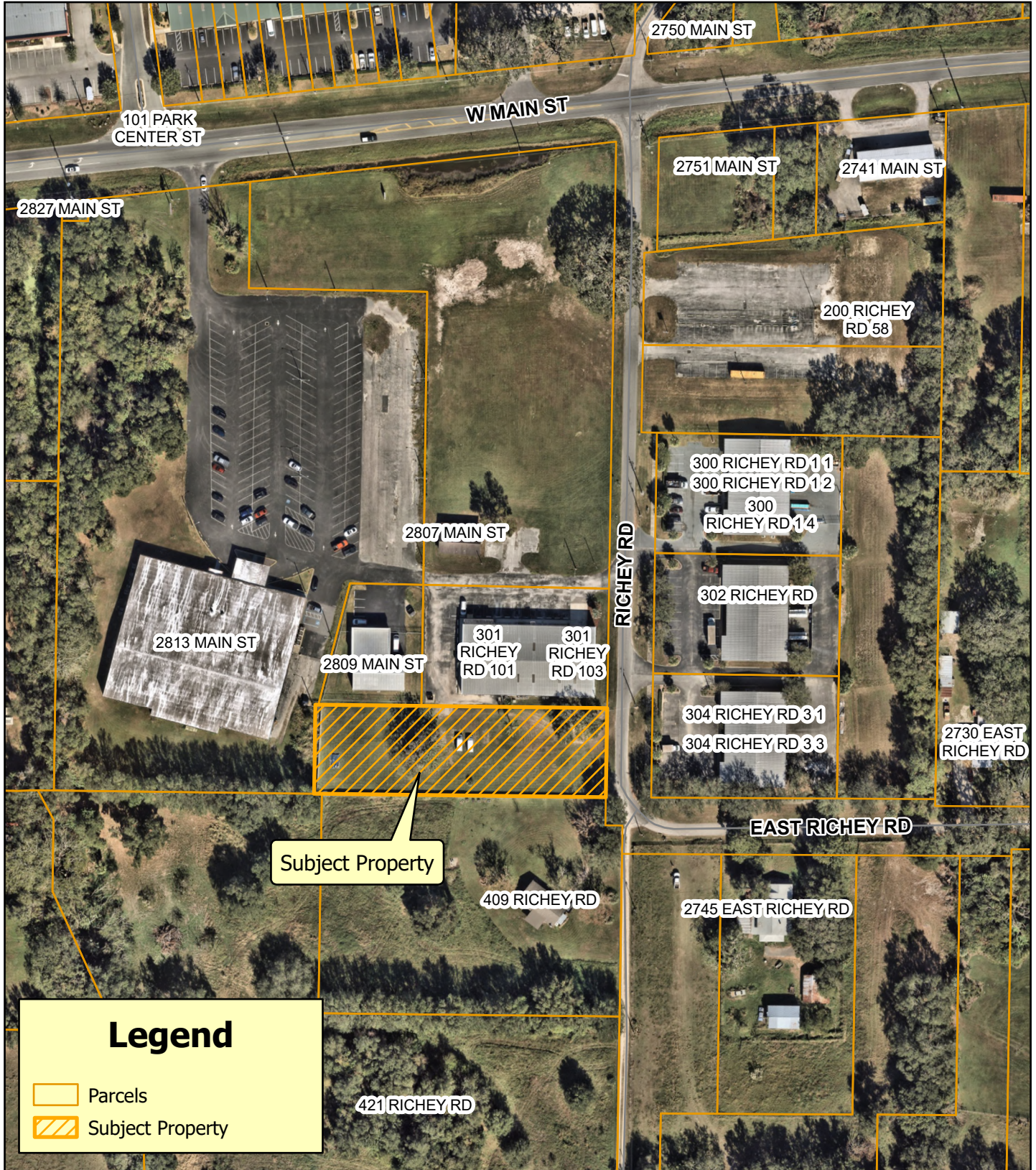


**Planning
& Zoning
Division**

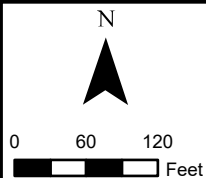


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
AK # 3933636
Section 28, Township 19 South, Range 24 East
April 3, 2025

Aerial



**Planning
& Zoning
Division**

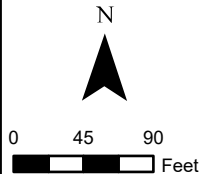


Richey Road Storage
 ANN-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025

Proposed Action



**Planning
& Zoning
Division**

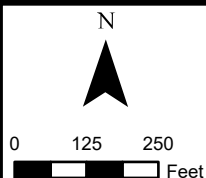


Richey Road Storage
ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210 AK # 3933636
Section 28, Township 19 South, Range 24 East
April 21, 2025

Surrounding Land Uses



**Planning
& Zoning
Division**



Richey Road Storage
 ANNX-25-1207; SSCP-25-1208; RZ-25-1209; PUD-25-1210
 AK # 3933636
 Section 28, Township 19 South, Range 24 East
 April 3, 2025



Close up of Sign on Property from Richey Road.



Looking north along Richey Road.



Looking east across Richey Road.



Looking south along Richey Road.

*Richey Road Storage – (Annexation), Small Scale Comprehensive Plan Amendment, Rezoning, Planned Development Overlay
– (ANNX-25-1207); SSCP-25-1208; RZ-25-1209; PUD-25-1210*

Taken on 4/11/2025



Looking west from Richey Road into the Subject Property.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, APRIL 24TH, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 24th, 2025, at City Hall.

Chairman 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
Frazier Marshall
John O’Kelley
Ze’Shieca Carter
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Melissa Medders De Los Santos, Planner. Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Commissioner O'Kelley made a motion to APPROVE of case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT
Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner O'Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # CUP-25-505 – GULFSTREAM CORLEY ISLAND TOWER – CONDITIONAL USE PERMIT.

Chairman Sennett called for the third case under new business be brought forward.

3) PUBLIC HEARING CASE # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage SSCP)

Chairman Sennett stated for the record to discuss all the cases together and vote separately.

Dan Miller introduced case number #SSCP-25-1208 – Richey Road Storage – Small Scale Comprehensive Plan Amendment, case number #RZ-25-1209 Rezoning, and case number #PUD-25-1210 into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, and went over the PDO requirements.

Kandi Harper, Deputy Director utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; no substantive comments from the City Departments. Lake County School Board stated commercial project so it is not subject to school board review. Lake County Public Works has no comments. Public responses – we received one approval with the comment (neighbor) as long as there is a requirement for a large fence along the southern border of the property from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for the cases; Staff supports the cases; recommended approval.

Chairman Sennett stated if the Commission have any question of Staff.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the third case.

Commissioner Bowersox made a motion to APPROVE case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Carter	Yes
Chairman Sennett	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-25-1208 – RICHEY ROAD STORAGE – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the fourth case under new business be brought forward.

4) PUBLIC HEARING CASE # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 0.81 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR**

MONDAY, JUNE 23RD, 2025) (Richey Road Storage RZ)

Chairman Sennett called for a vote on the fourth case.

Commissioner Bowersox made a motion to APPROVE case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING Commissioner Kaplan SECONDED the motion.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Marshall	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved case # RZ-25-1209 – RICHEY ROAD STORAGE – REZONING.

Chairman Sennett called for the fifth case under new business be brought forward.

5) PUBLIC HEARING CASE # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY

A REQUEST FOR A PLANNED DEVELOPMENT OVERLAY FOR OUTDOOR STORAGE IN THE C-3 (HIGHWAY COMMERCIAL) ZONING DISTRICT ON 0.81 +/- ACRES FOR A PROPERTY GENERALLY LOCATED WEST OF RICHEY ROAD AND SOUTH OF W MAIN STREET, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025)** (Richey Road Storage PDO)

Chairman Sennett called for a vote on the fifth case.

Commissioner Bowersox made a motion to APPROVE case # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY Vice-Chairman Sanders SECONDED the motion.

The roll call vote was:

Commissioner Carter	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes
Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes

Seven yeas, no nays, the Planning Commission approved case # PUD-25-1210 – RICHEY ROAD STORAGE PDO – PLANNED DEVELOPMENT OVERLAY.

ANNOUNCEMENTS

Dan Miller stated to the Commission that Bikefest starts today, and our office and City Hall will not be open; Vice-Chairman Sanders invited the Commission to stop by and visit him downtown for the festivities.

ADJOURNMENT

Meeting was adjourned at 7:12 p.m.

Timothy H. Sennett, Chairman

Sabrina Mitchell, Executive Assistant I

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.11.

Meeting Date: June 23, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida amending the City's Code of Ordinances; Chapter 25, Section 25-292 (18) Mobile food vending; providing for conflicts, severability, and an effective date. (Mobile Food Vendor Ordinance Revision)

Staff Recommendation:

The Planning and Zoning staff recommend approval and the Planning Commission recommend approval with conditions of the proposed revisions to the City's Code of Ordinances; Chapter 25, Section 25-292 (18).

Analysis:

Per F.S. 509.102, the State of Florida has preempted the regulation of licenses, registrations, permits, and fees for mobile food vendors and mobile food dispensing vehicles, also known as food trucks. To comply with these preemptions, City Planning & Zoning Staff is proposing updates to the Code of Ordinances, Section 25-292 (18). In addition, Staff is using this opportunity to streamline and clarify the approval processes for mobile food vendors.

F.S. 509.102 does allow local governments to regulate location, time, and manner of mobile food vending, provided the regulations do not conflict with the State preemptions and Statutes. Staff may also ask for proof of State-mandated licenses, registrations, permits, and insurance, as these are not additional licensing requirements.

Changes to Section 25-292 (18) include replacing the permitting process with a Letter of Location Compliance, and removing fees for mobile food vending. A Letter of Location Compliance is a complimentary service from Planning & Zoning, which tells the mobile food vendor if the proposed location meets Code requirements as listed in Section 25-292 (18). The prospective vendor must also provide proof of State-mandated documents to Planning Zoning Staff.

Clarification of how obtain permission to vend is also included in the Code update. A food truck may vend:

1. As a permanent vendor on one (1) property under a Letter of Location Compliance, or
2. For a limited time, up to twice a year under a Temporary Use Permit, or,
3. In association with a Special Event as defined by the Recreation Department, for events such as Leesburg Bikefest.

This allows for flexibility for both vendors and staff, allowing both temporary approval pathways, and more permanent vending options. These clarifications are based on feedback from other City Departments, including Code Enforcement, Recreation, the City Manager's Office, and the City Attorneys, and concerns from business owners who have gone through the mobile food vending process with City Staff.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval of the changes with further discussion to be heard at the regularly scheduled meeting one (1) year from the May 2025 meeting, to review the efficacy of the recommended changes and investigate if large properties should be allowed more than one (1) permanent vendor.

Procurement Analysis:

N/A

Options:

1. Approve the requested change to the City Code of Ordinances, Section 25-292 (18) to revise the Section for clarity and compliance with Florida Statutes; or
2. Disapprove the requested Comprehensive Plan Text Amendment and leave the existing language in the City Code of Ordinances, Section 25-292 (18).

Fiscal Impact:

There is no direct fiscal impact to the City for this action.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING THE CITY'S CODE OF ORDINANCES; CHAPTER 25, SECTION 25-292 (18) MOBILE FOOD VENDING; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (MOBILE FOOD VENDOR ORDINANCE REVISION)

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

Section 1.

Based upon the petition of City of Leesburg, Petitioner, "Permittee" 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 City of Leesburg City Code of Ordinances, Section 25-292 (18) shall be amended as attached and incorporated as Exhibits A and B of this Ordinance:

**Existing Language and Proposed Language
(See Exhibits A & B);**

Section 2.

In the event of any conflict between this Ordinance and any other portion of the Code of Ordinances, the provisions of this Ordinance shall take precedence.

Section 3.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 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 23rd day of June 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Summary of Sec. 25-292 (18) Changes – Mobile Food Vendors

Chapter 25, Section 25-292 (18) - Mobile Food Vending

Per F.S. 509.102 (2023, including Special Session C)



Planning & Zoning Department

Summary of Sec. 25-292 (18) Changes

I. Location requirements.

1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
6. Mobile food trucks may not operate within 100 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent.

100-, 200-, and 500-foot Buffers

500-foot Buffer

- Large radius, in this case 4 restaurant conflicts
- Crosses N 14th Street
- Potential for many surrounding conflicts on small parcel areas

Key:

● Mobile Food Vendor

○ 500-foot buffer

▨ Property within 500-foot buffer



100-, 200-, and 500-foot Buffers

200-foot Buffer

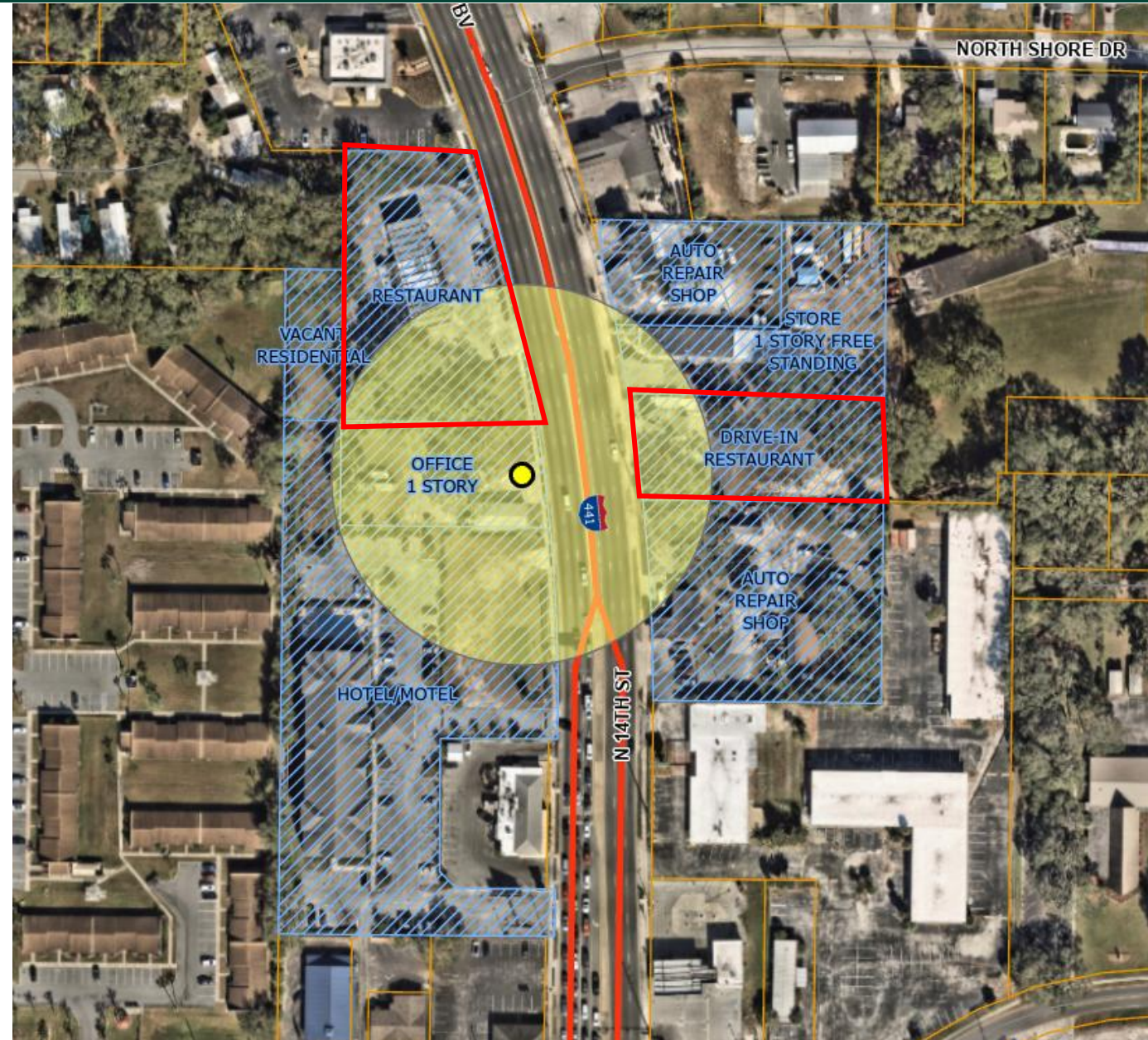
- Medium radius, in this case 2 restaurant conflicts
- Crosses N 14th Street
- Enough radius to cross major streets, but not so much radius to pick up extraneous conflicts
- ***Planning & Zoning's recommendation***

Key:

● Mobile Food Vendor

● 200-foot buffer

▨ Property within 200-foot buffer



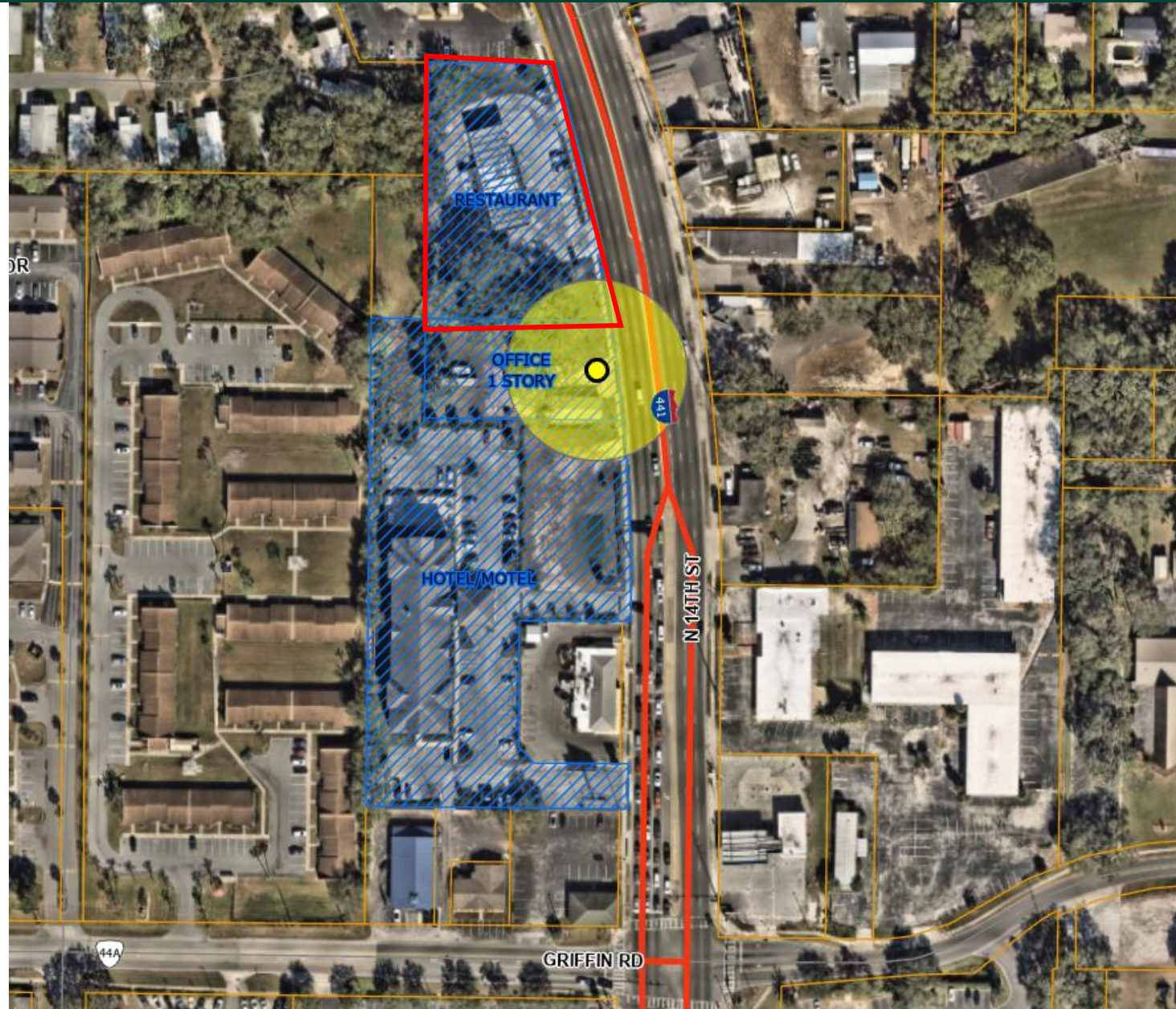
100-, 200-, and 500-foot Buffers

100-foot Buffer

- Small radius, in this case 1 restaurant conflict
- Does not cross N 14th Street
- Highly dependent on where MFV is parked on property

Key:

- Mobile Food Vendor
- 100-foot buffer
- ▨ Property within 100-foot buffer



Summary of Sec. 25-292 (18) Changes

K. Operational standards.

1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight, unless approved under a Special Event Permit. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.

12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

Summary of Sec. 25-292 (18) Changes

L. Grounds for Revocation of Letter of Location Compliance

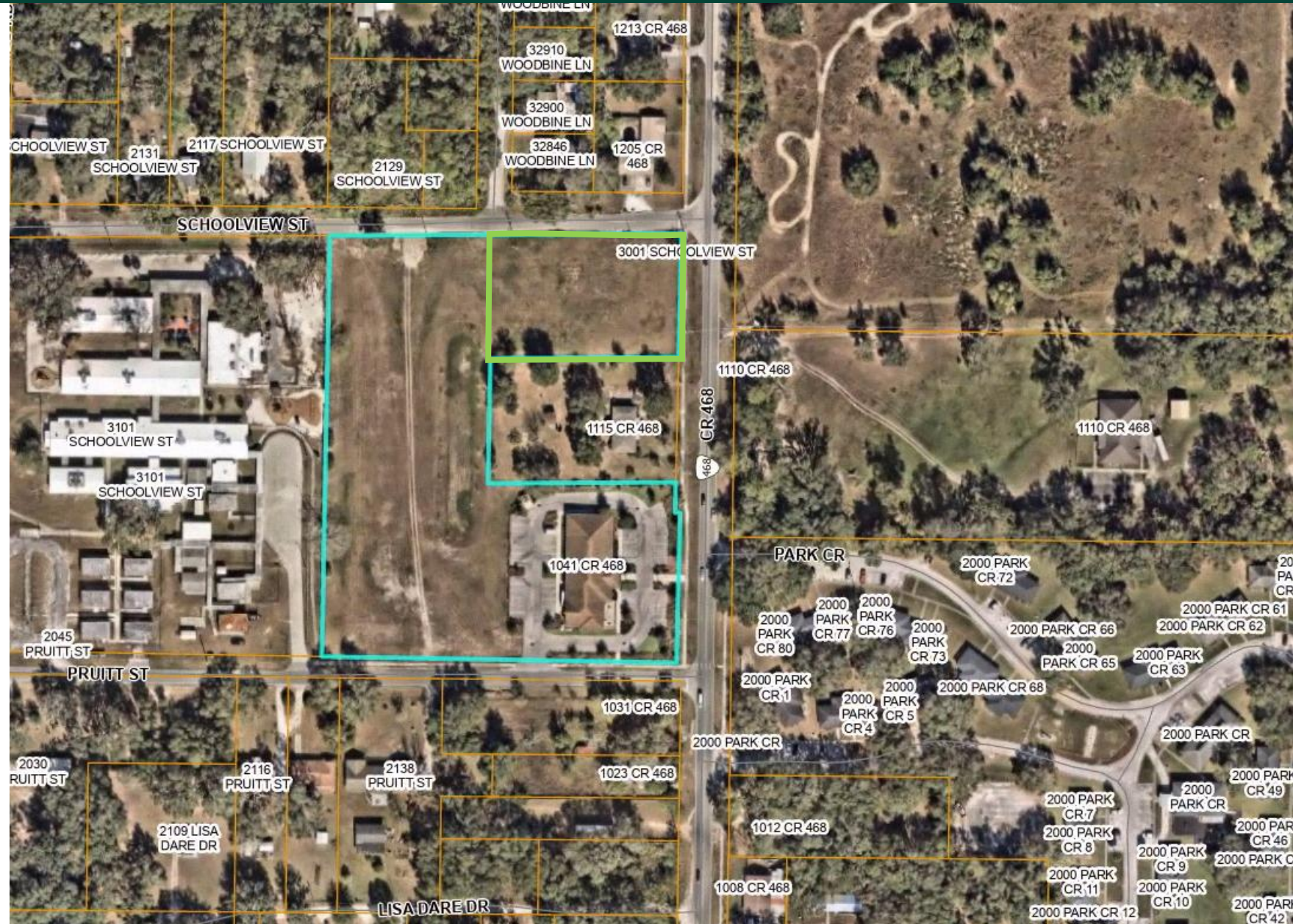
During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.

Potential “Food Truck Alley” Sites

Site #1 – CR 468

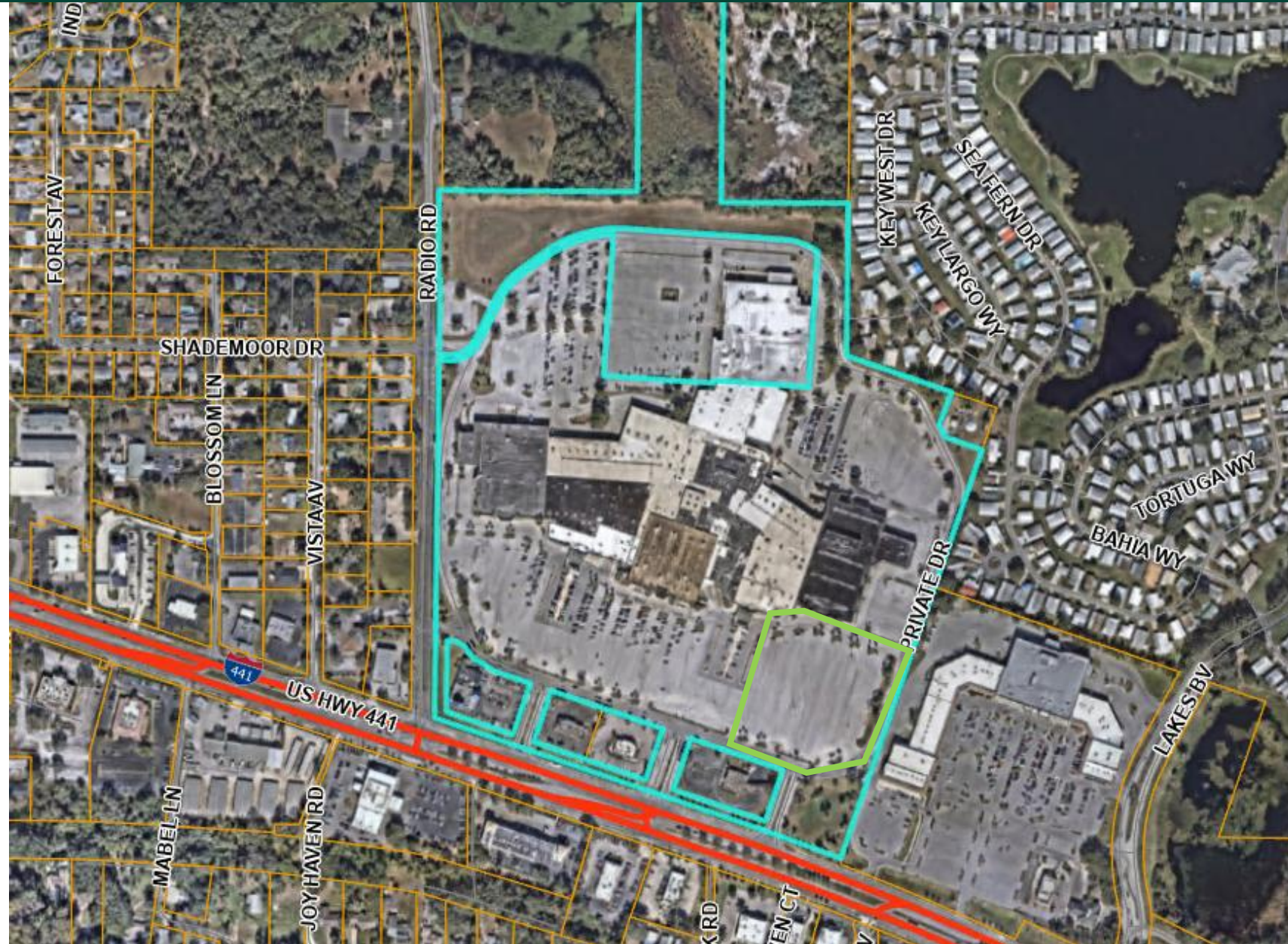
- Portion of City Resource Center Property adjacent to CR 468
- City-owned property
- Would need to work out leases, etc.
- Area lacks restaurant options



Potential “Food Truck Alley” Sites

Site #2 – US 441

- Portion of Lake Square Mall Parking Lot
- Privately-owned property
- Would need to work with property owner
- Off major thoroughfare
- Multiple food trucks on-site discussed by Planning Commission



Potential “Food Truck Alley” Sites

Site #3 – US 27

- Vacant property across Yellow Jacket Way
- Privately-owned property
- Off major thoroughfare
- Would need to work with property owner



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CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.
5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.
7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the

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most square footage shall be considered the principal business for the purposes of this section.

9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.

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3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of two (2) consecutive days once per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

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4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)
 - d. Have a hand washing sink with a water supply that allows for hand washing while operating

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- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
6. Mobile food trucks may not operate within 200 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent.

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct business at the proposed address from the property owner.
 3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, as amended.

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- c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
- d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
- e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
- f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.

2. Renewal of Location Compliance and Withdrawal of Vending Permission

- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 - 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 - 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
- b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 - 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

- 1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight, unless approved under a Special Event Permit. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.

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2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.
3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.
4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.
5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.
6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.
7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.
8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.
9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted.
10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.
11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food

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truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

L. Grounds for Revocation of Letter of Location Compliance

During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance, license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.
- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.
- i. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

6/11/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –
Legislative Format – Underlined Changes & Strikethrough*

CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

~~*Mobile food unit (MFU)* shall mean a vehicle-mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administration 2001 Food Code as amended.~~

5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

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7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the most square footage shall be considered the principal business for the purposes of this section.
9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

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1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.
3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of two (2) consecutive days once per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon

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expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)

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- d. Have a hand washing sink with a water supply that allows for hand washing while operating
- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

- 1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance, including no active, unresolved Code Enforcement cases.
- 2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
- 3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
- 4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
- 5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.
- 6. Mobile food trucks may not operate within 200 feet of a brick-and-mortar restaurant, unless express written consent is granted by the impacted restaurant owner(s) or authorized agent.

Permit and permit fees:

~~Mobile food vending permit fee — Fifty dollars (\$50.00) (as amended).~~

~~Requirements for permitting. Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:~~

~~Name, address and contact information of the vending operator. Name, address and contact information of the property owner. Name, address and contact information of the business owner/manager on duty. A site plan shall be required, providing the following information: Property lines and all existing structures. Adjoining streets. Vendor location and parking area. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines. License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels. Proof of license, registration and insurance of the mobile food vending vehicle.~~

~~A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating: Permission of the property owner to use the property for mobile food vending. Permission~~

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~~from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business. Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per section 22-120 of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal. Fire inspection approval and fire inspection report.~~

~~Indemnification of City of Leesburg; insurance.~~

~~Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit.~~

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct

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- business at the proposed address from the property owner.
3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, as amended.
 - c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
 - d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
 - e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
 - f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.
- 2. Renewal of Location Compliance and Withdrawal of Vending Permission**
- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
 - b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight, unless approved under a Special Event

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Permit. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.

2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.

3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.

4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.

5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.

6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.

~~Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.~~

7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.

~~No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.~~

8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.

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9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted.

10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.

11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

12. All state-mandated licenses must be clearly displayed to customers in the window of the mobile food dispensing vehicles during operation.

~~Non-compliance. Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.~~

L. Grounds for Revocation of Letter of Location Compliance

During City of Leesburg standard operating hours, Code Enforcement shall function as the primary enforcement agency of the City. Outside of standard City operating hours, the Leesburg Police Department shall function as the enforcement agency. The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance,

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license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.

- h. Unresolved code enforcement violations of either the mobile food vendor, mobile food dispensing vehicle, or the principal business on-site.**
- i. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

Sec. 25-292**(18) Mobile food vending.**

- a. *Short title.* This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.
- b. *Definitions.* For the purpose of this article, the following terms shall apply:

Central Business District refers to the City of Leesburg's Land Development Regulations, Article XI. Definitions.

City of Leesburg Historic District refers to the City of Leesburg's Code of Ordinances, [Chapter 30](#) - Historic Preservation, [Section 30-2](#), Definitions.

Food means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.

Food service establishment means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

Mobile food unit (MFU) shall mean a vehicle mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.

Mobile food vendor (MFV) shall mean the owner or operator of a food service establishment from a mobile food unit.

Public property shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.

Public sidewalks shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.

Public ways shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the of the City of Leesburg, county, state or federal governments.

Signage refers to City of Leesburg's Land Development Regulations, [Chapter 25](#), Article VI, Sign Regulations.

Temporary food service establishment shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied for and obtained from the City of Leesburg including but not limited to fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically defined area of the municipality for a specified period of time.

- c. *Purpose.* The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg.
- d. *Applicability.*
 - 1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (age restricted development)

zoning designation.

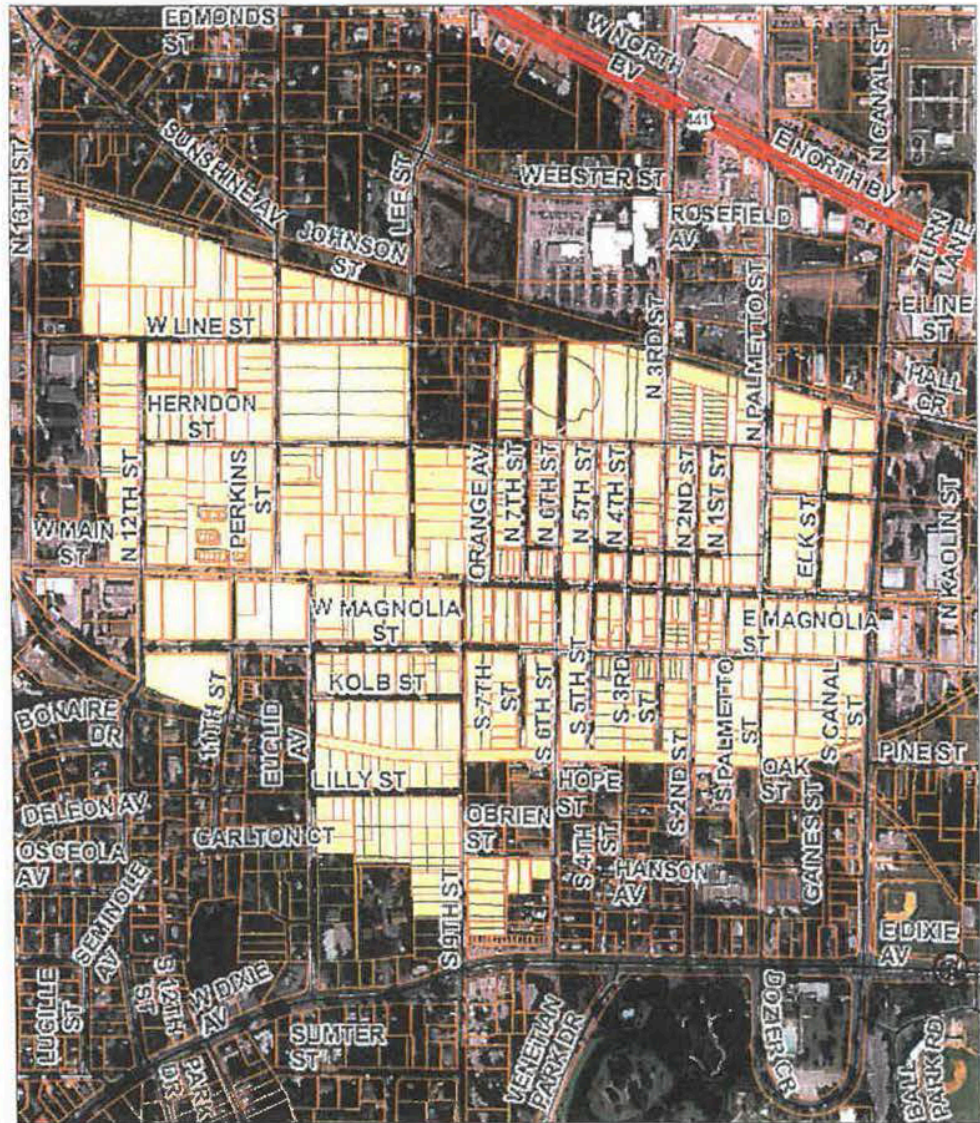
2. This section shall apply to all mobile food vendors and mobile food vending activities, including permitting and operations.
 3. Mobile vending shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this section.
 4. Other vending and or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise.
- e. *Prohibitions.*
1. Mobile food vendors shall not operate in the central business district (downtown) of the City of Leesburg.
 2. Mobile food vendors shall not operate in the historic preservation district of the City of Leesburg.
 3. Mobile food vendors shall not operate on undeveloped property.
 4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection (6) Exemptions.
- f. *Exemptions.*
1. Special events sponsored by the City of Leesburg shall be exempt from the requirements of this subsection.
 2. Special events approved by the City of Leesburg shall be exempt from the requirements of this subsection.
 3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this subsection, shall be exempt from this subsection until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with the City Code of Ordinances and the permit issued to the business. Upon expiration of an existing permanent or temporary vendor permit, the regulations of this section shall prevail, and a new permit application shall be required.
 4. Fully self-contained ice cream and/or food trucks, that meet all locational and operational requirements of this subsection, which remain stationary for no longer than a two (2) hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this subsection.
- g. *Appeals.* The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding mobile food vending permits.
- h. *Location requirements.*
1. Properties eligible for mobile food vending shall be privately owned and have an existing principal business operating in compliance with all applicable provisions of this Code.
 2. The property shall have a zoning district of commercial, industrial or a planned zoning district
 3. The property shall be located outside of both the CBD (central business district) and the historic preservation district of the City of Leesburg.
 4. Mobile food vending shall not be permitted on undeveloped property.
 5. No more than one (1) mobile vendor permit per property shall be permitted.
- i. *Permit and permit fees.*
1. Mobile food vending permit fee—Fifty dollars (\$50.00) (as amended).
- j. *Requirements for permitting.*
1. Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:

- (i) Name, address and contact information of the vending operator.
 - (ii) Name, address and contact information of the property owner.
 - (iii) Name, address and contact information of the business owner/manager on duty.
 - (iv) A site plan shall be required, providing the following information:
 - i. Property lines and all existing structures.
 - ii. Adjoining streets.
 - iii. Vendor location and parking area.
 - iv. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines.
 - (v) License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels.
 - (vi) Proof of license, registration and insurance of the mobile food vending vehicle.
 - (vii) A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating:
 - i. Permission of the property owner to use the property for mobile food vending,
 - ii. Permission from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business.
 - (viii) Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per [section 22-120](#) of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal.
 - (ix) Fire inspection approval and fire inspection report.
- k. *Indemnification of City of Leesburg; insurance.*
- 1. Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.
 - 2. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit. Such proof of insurance shall be provided prior to receiving the permit.

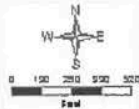
I. *Operational standards.*

1. Mobile food vendors shall limit business-operating hours to the daily business hours of the principal business located on the property. Mobile food vendors operating on private property must remove from the property all mobile food units, vendor equipment and appurtenances of the vending operation, trash caused by or generated from the mobile food vending operation, effluence caused by food preparation, distribution (sales) and/or consumption by the close of business of the principal business each day.
 2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management Program (refer to [section 22-120](#) of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements and other City of Leesburg waste disposal requirements is required.
 3. Mobile food units shall be equipped with a suitable trash container readily accessible to the public, in which the vendor's customers may deposit any litter, trash or waste related to the vendor's business including, but not limited to sales, preparation, and consumption. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the vendor's sales within a one hundred-foot radius.
 4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food-vending unit in operational condition. ^[3]
 5. The temporary storage of mobile food units, equipment and appurtenances must be in accordance with this Code and the City of Leesburg's land development regulations.
 6. Mobile food units shall be self-contained, but may be connected to the City of Leesburg's water service and may utilize electrical power derived from a stationary, permanent power source where explicit, written consent from the principal business owner or operator, City of Leesburg utility customer at the principal business address has been obtained by the mobile food vendor.
 7. Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.
 8. No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.
 9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined to be adversely impacted by the City of Leesburg Police.
 10. The permittee operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- m. *Non-compliance.* Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.

Historic Preservation District



Planning
& Zoning
Division



Historic Preservation District Area Map
Area excluded from Mobile Food Vending Ordinance
January 2017



5/12/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –
Legislative Format – Underlined Changes & Strikethrough*

CHAPTER 25 ZONING CODE

Sec. 25-292 (18) – Mobile Food Vending

A. Short title. This subsection shall be known and cited as the "City of Leesburg Mobile Food Vendor" Ordinance.

B. Definitions. For the purpose of this article, the following terms shall apply:

1. *Central Business District* refers to the City of Leesburg's Land Development Regulations, Article XI, Definitions.
2. *City of Leesburg Historic District* refers to the City of Leesburg's Code of Ordinances, Chapter 30 - Historic Preservation, Section 30-2, Definitions.
3. *Food* means all articles used for human consumption as food, drink, confectionery or condiments, whether simple, mixed or compound, and all substances or ingredients used in preparation thereof.
4. *Food service establishment* means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term includes delicatessens that offer prepared food in individual service portions. The term does not include schools, institutions, fraternal organizations, private homes where food is prepared or served for individual family consumption, retail food stores, the location of food vending machines, and supply vehicles, nor does the term include a research and development test kitchen limited to the use of employees and which is not open to the general public.

~~*Mobile food unit (MFU)* shall mean a vehicle-mounted food service establishment, which is self-propelled, or otherwise designed to be movable from place to place, including but not limited to carts, mobile kitchens, hot dog carts, mobile trailers and lunch trucks. Mobile food units must comply with the standards specified by Chapter 5K-4.002 of the Florida Administrative Code and the U.S. Food and Drug Administrative 2001 Food Code as amended.~~

5. *Hot dog cart* shall mean a type of mobile food dispensing vehicle that is not self-propelled and limits food preparation to frankfurters (hot dogs and precooked sausages) only. Hot dog carts may also sell prepackaged, non-perishable items such as chips and bottled/canned drinks. Hot dog carts are classified as mobile food dispensing vehicles under F.S. 509.102 and are subject to all applicable state and local regulations unless explicitly exempted.
6. *Mobile food dispensing vehicle (also known as mobile food truck)* shall mean any vehicle that is a public food service establishment, as defined by 509.102 (1) (a), Florida Statutes, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

5/12/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –*
Legislative Format – Underlined Changes & Strikethrough

7. *Mobile food vendor (MFV)* shall mean the owner or operator of a food service establishment from a mobile food dispensing vehicle, also known as mobile food truck.
8. *Principal business* shall mean a permanent structure with current, on-going commercial operations. In the case of multiple businesses on one parcel, the business occupying the most square footage shall be considered the principal business for the purposes of this section.
9. *Public property* shall mean all property, real and personal, belonging to the City of Leesburg, county, state or federal governments, excluding that which is used and/or intended for use by vehicular or pedestrian traffic and defined herein as a public way.
10. *Public sidewalks* shall mean that portion of a public way that has been improved with concrete, brick pavers or other similar surface treatments and intended for pedestrian traffic. It shall not include the portion of the public way intended for vehicular traffic or parking spaces delineated for public vehicular parking.
11. *Public ways* shall mean all areas legally open to public use and used and/or intended for vehicular or pedestrian traffic, including public streets, alleys, sidewalks and roadways but excluding any public property of the City of Leesburg, county, state or federal governments.
12. *Signage* refers to City of Leesburg's Land Development Regulations, Chapter 25, Article VI, Sign Regulations.
13. *Temporary commercial kitchen* shall mean a public food service establishment used for the preparation of takeout or delivery-only meals housed in portable structures that are movable from place to place by a tow, axle-mounted, or are self-propelled, that include self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal, and are operating in conjunction with an on-site licensed permanent food service establishment to supplement kitchen operations as authorized under 509.102 (3), Florida Statutes. The term does not include tents.
14. *Temporary food service establishment* shall mean a food service establishment that operates at a fixed location for a period of time in conjunction with a single special event for which a special events permit has been applied and obtained from the City of Leesburg including, but not limited to, fairs, shows, circuses, exhibitions, municipal celebrations, festivals and other similar events within a specifically-defined area of the municipality for a specified period of time.

C. Purpose. The purpose of the "City of Leesburg Mobile Food Vendor" Ordinance is to establish permitting procedures and appropriate regulations for mobile food vending businesses operating within the City of Leesburg. This Ordinance has been updated to reflect the definitions and preemptions pursuant to F.S. 509.102. Mobile food dispensing vehicles; temporary commercial kitchens; preemption.

D. Applicability.

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Legislative Format – Underlined Changes & Strikethrough

1. This section shall apply to those lands within the corporate limits of the City of Leesburg except for any lands with an ARD (Age Restricted Development) zoning designation.
2. This section shall apply to all mobile food vendors and mobile food trucks, including location requirements and hours of operation.
3. Mobile food trucks shall not be permitted within the corporate limits of the City of Leesburg except as permitted under the conditions of this Ordinance.
4. Other vending and/or sales from vehicles on public rights-of-way, or from or upon vacant lands within the corporate limits of the City of Leesburg shall not be permitted, regardless of the type of merchandise, except as permitted under the conditions of the Ordinance.

E. Prohibitions.

1. Mobile food vendors shall not operate in the Central Business District (downtown) of the City of Leesburg.
2. Mobile food vendors shall not operate in the Historic Preservation District of the City of Leesburg.
3. Mobile food vendors shall not operate on undeveloped, abandoned, and/or vacant property.
4. The sale of alcoholic beverages is prohibited unless the vendor is part of, and included in, a special event application and permit as noted under the subsection Exemptions.
5. Mobile food vendors shall not include retail sales of non-consumptive goods, such as unprepared frozen food, pre-packaged food, packaged drinks, or other non-consumptive goods.

F. Exemptions.

1. Special Events sponsored by the City of Leesburg shall be exempt from the requirements of this Ordinance.
 - a. Mobile food vendors shall obtain permission through the City of Leesburg Recreation Department, Special Events Division, prior to vending inside a designated Special Event Venue Area.
2. Temporary Uses approved by the City of Leesburg shall be exempt from the requirements of this Ordinance, including permission to vend on public property.
 - a. A temporary use may be issued to a mobile food vendor for a maximum of two (2) consecutive days once per year on a property that meets Location requirements herein (see Section I. Location requirements).
 - b. No more than three (3) mobile food vendors shall be allowed on a property with a Temporary Use.
 - c. No Temporary Use shall be issued for the duration of a designated Special Event for vending outside of the Special Event Venue Area.
3. Holders of current permanent or temporary vendor permits, maintaining an on-going business concern within the corporate limits of the city, that are active as of the date of adoption of this Ordinance shall be exempt from this Ordinance until such time as the business does cease operations for a period of thirty (30) days, provided that the business remains in compliance with this Ordinance. Upon

5/12/2025 *Proposed Changes to Sec. 25-292 (18) – Mobile Food Vending –*
Legislative Format – Underlined Changes & Strikethrough

expiration of an existing permanent or temporary vendor permit, the regulations of this Ordinance shall prevail, and a Letter of Location Compliance shall be required. (See Subsection J (1).)

4. Fully self-contained ice cream and/or food trucks that meet all locational and operational requirements of this Ordinance, which remain stationary for no longer than a two (2)-hour period, (i.e. providing lunch at an employment center) shall be exempt from the requirements of this Ordinance.
5. Temporary commercial kitchens that operate on the same property as the principal business are subject to the requirements within FS 509.102.

G. Appeals.

1. The City of Leesburg Planning Commission will serve as the board of appeals of city staff decision regarding the issuance of a Letter of Location Compliance to a mobile food vendor.

H. Operational Requirements.

1. All Mobile Food Dispensing Vehicles (including Hot Dog Carts) shall comply with the Florida Department of Business and Professional Regulation, Hotels and Restaurants Division, and F.S. 509.102, as amended.
2. **Mobile Food Dispensing Vehicle.** Mobile Food Dispensing Vehicles shall:
 - a. Be a vehicle with a vehicle identification number (VIN)
 - b. Be mobile
 - c. Have protection from the elements and vermin, including walls, ceiling, floor
 - d. Have a solid (e.g. glass, plexiglass, etc.) sliding service window
 - e. Have dishwashing capacity in a 3-compartment sink
 - a. Have a separate hand sink with a water supply that allows for hand washing while operating
 - f. Have equipment to keep food at safe temperatures (e.g. refrigeration/steam tables)
 - g. Have power to keep the equipment running, such as a generator or temporary connection to electricity
 - h. Have a plumbing system that allows for washing dishes and hands while operating
 - i. Have either a commercial water/sewer location or a commissary permit (A Florida Department of Agriculture and Consumer Services (FDACS) or H&R-licensed fixed food service establishment)
 - j. Not operate in or from a private residence.
3. **Hot Dog Carts.** Hot Dog Carts shall comply with the following requirements in lieu of the full operational standards for mobile food dispensing vehicles, unless otherwise stated, and shall:
 - a. Be a vehicle with a vehicle identification number (VIN) or state registration
 - b. Be mobile and easily moveable (e.g. towed or pushed)
 - c. Have some type of overhead protection (e.g., umbrella, tent)

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- d. Have a hand washing sink with a water supply that allows for hand washing while operating
- e. Have equipment to maintain food at proper temperatures
- f. Be powered via a portable fuel source (e.g. LP-gas)
- g. Limit food preparation to frankfurters (hot dogs and precooked sausages)
- h. Not operate in or from a private residence.

I. Location requirements.

- 1. Properties eligible for mobile food trucks shall be privately-owned and have an existing, active principal business operating in compliance with all applicable provisions of this Ordinance.
- 2. The property shall have a zoning district of commercial, industrial, or a planned zoning district.
- 3. The property shall be located outside of both the CBD (Central Business District) and the Historic Preservation District of the City of Leesburg.
- 4. Mobile food trucks shall not be permitted on undeveloped, abandoned, and/or vacant property.
- 5. No more than one (1) mobile food truck per property shall be permitted, except as permitted by a special event permit or temporary use permit.

~~Permit and permit fees:~~

~~Mobile food vending permit fee—Fifty dollars (\$50.00) (as amended):~~

~~Requirements for permitting: Applications for mobile food vendor permits shall be made at City of Leesburg offices on a form furnished by the city. No person shall engage in the sale of food as a mobile food vendor without first completing an application and have said application approved by the City of Leesburg. Such information shall include:~~

~~Name, address and contact information of the vending operator. Name, address and contact information of the property owner. Name, address and contact information of the business owner/manager on duty. A site plan shall be required, providing the following information: Property lines and all existing structures. Adjoining streets. Vendor location and parking area. Setbacks: all mobile food vendor vehicles must be set back at least thirty (30) feet from the right of way of all street side property lines and at least ten (10) feet from side and rear property lines. License as a mobile food vendor from the state of Florida, Division of Restaurants and Hotels. Proof of license, registration and insurance of the mobile food vending vehicle.~~

~~A signed, notarized affidavit form, as provided by the City of Leesburg application, indicating: Permission of the property owner to use the property for mobile food vending, Permission from the existing business that all employees and customers of the vending operation shall have access to restroom and parking facilities, whereby the mobile food vendor shall operate without interference to pedestrian or vehicular travel or traffic flow to or from the principal business.~~

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~~Copy of permit from Lake County Health Department showing location/contract for disposal of wastewater and grease products per section 22-120 of the City of Leesburg's Code of Ordinances. The applicant for a mobile food vendor's permit shall provide to the City of Leesburg's Planning and Zoning Manager and the City of Leesburg's Public Works Director, compliant waste disposal facilities and best management practices documentation including a site plan. Such site plan shall indicate the address of the waste disposal facility and contractual responsibilities and obligations of the mobile food vendor permittee regarding disposal. Fire inspection approval and fire inspection report.~~

~~Indemnification of City of Leesburg; insurance.~~

~~Prior to the issuance of a permit for mobile food vending, the applicant shall sign the application, which shall include a statement that the permittee shall hold harmless the City of Leesburg, its officers and employees and shall indemnify the City of Leesburg, its officers and employees for any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit. The permittee shall furnish and maintain such public liability, food products liability, and property damage liability from all claims and damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury, property damage, or any claims or injuries respectively per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insured the City of Leesburg, its officers and employees, and shall further provide that the policy shall not terminate or be cancelled prior to the completion of the permit period without forty-five (45) days' written notice to the director of community development and planning and zoning manager at the address shown in the permit.~~

J. Requirements for Mobile Food Vendors

1. Letter of Location Compliance

- a. A Letter of Location Compliance shall be obtained from the Planning & Zoning Department prior to vending at a location. Per F.S. 509.102, there is no fee for a courtesy Letter of Location Compliance.
- b. Prior to receiving such a letter from staff, the prospective mobile food vendor shall provide the following information to the Planning & Zoning Department:
 1. Contact information sheet, providing the mobile food vendor's contact information, address, the proposed vending property address, the vehicle identification number (VIN) of the mobile food truck, and the property owner's contact information. This information shall be used to generate a Letter of Location Compliance.
 2. A signed, notarized copy of a Property Owner-Agent Affidavit, filled out by the property owner and the prospective mobile food vendor (Agent), certifying the mobile food vendor has permission to conduct business at the proposed address from the property owner.
 3. A copy of all State-mandated license(s), insurance, and registration(s), per the Florida Department of Business and Professional Regulation,

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Legislative Format – Underlined Changes & Strikethrough*

Hotels and Restaurants Division, as amended.

- c. Upon receiving a sufficient and complete copy of the above-required information from the prospective mobile food vendor, the Planning & Zoning Department shall release a Letter of Location Compliance to the proposed MFV certifying whether the proposed address meets the requirements of subsection I. Location Requirements, as defined above.
- d. Once the Letter of Location Compliance is released, the proposed mobile food vendor shall schedule a fire inspection with the Leesburg Fire Department.
- e. Upon receiving notice of a sufficient fire inspection conducted by the Leesburg Fire Department, the Planning & Zoning Department shall notify the mobile food vendor that they have permission to begin vending at the proposed address, at the property owner's discretion.
- f. Hot dog carts shall be subject to the same Location Compliance requirements above as self-sufficient mobile food trucks.

2. Renewal of Location Compliance and Withdrawal of Vending Permission

- a. Renewal of Location Compliance shall be conducted annually, due one (1) year from the date listed on the original Letter of Location Compliance.
 - 1. The mobile food vendor shall supply up-to-date contact information, license(s), registration(s), and insurance annually to the Planning & Zoning Department.
 - 2. If all provided information is sufficient and up-to-date, an updated Letter of Location Compliance shall be released to the mobile food vendor with a new date certifying the location for the next calendar year.
- b. Withdrawal of Vending Permission shall be in the form of a written statement, including the name of the mobile food vending business, physical address, and statement that the mobile food vendor business is no longer permitted to vend at the location. Withdrawal of Location Compliance may be filed either by the mobile food vendor, property owner, or certified agent of either party, if proof of agent certification is provided with the statement.
 - 1. Withdrawal of Vending Permission is required prior to submitting information for a new mobile food vendor Letter of Location Compliance at an address that already has a mobile food vendor Letter of Location Compliance on file, pursuant to section I. Location Requirements.

K. Operational standards.

- 1. Mobile food trucks shall limit their operation to the business hours of the principal business located on the property. They must vacate the premises at the end of each day and are not permitted to remain overnight. Hot dog carts must vacate the premises daily and may not remain overnight, unless approved under a Special Event Permit.
- 2. Compliance with wastewater, grease, food products, by-products or waste, which must be disposed of as required by the City of Leesburg's Oil and Grease Management

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Program (refer to section 22-120 of the City of Leesburg's Code of Ordinances), City of Leesburg Solid Waste disposal requirements, and other City of Leesburg waste disposal requirements is required.

3. Mobile food trucks shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the mobile food vendor's business including, but not limited to, sales, preparation, and consumption. Prior to moving a mobile food truck from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the MFV's sales within a one-hundred-foot radius.

4. Mobile food vendors shall, at all times, maintain required fire suppression equipment on the mobile food truck in operational condition.

5. The temporary storage of mobile food trucks, equipment and appurtenances must be in accordance with this Ordinance and the City of Leesburg's land development regulations.

6. Mobile food trucks shall be self-contained, and may not be connected to the City of Leesburg's water service, wastewater service, or electrical power.

~~Electrical power supplied to mobile food units and vending equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator.~~

7. Electrical power supplied to mobile food trucks and equipment may be provided by a portable generator with a maximum noise output rating not to exceed seventy (70) decibels as confirmed by the manufacturer's specifications for that model of generator. Idling of a mobile food truck is prohibited while preparing or serving food. Exhaust from a generator and all mobile food trucks, including exhaust from food preparation, must be directed away from the service window.

~~No onsite parking, patios, tables, chairs, or other such improvements shall be made to private property associated with mobile food vending operation.~~

8. No patios, tables, chairs, lighting, ground cover, shade structures, awnings, additional onsite parking, or other such improvements shall be made to private property associated with mobile food vending operation. Any canopies, awnings, or any other attachments must be supported entirely by the mobile food truck, permanently attached, and may not touch the ground.

9. The City of Leesburg may restrict or prohibit mobile food vending from any specific location on any street or sidewalk at any time the public health, safety or welfare is determined, by the City of Leesburg, to be adversely impacted.

10. Amplified music or other sounds from any mobile food truck or from audio equipment installed on the developed site by the property owner or person in charge of

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the mobile food truck for purposes of vending, attracting, or encouraging the congregation of customers shall be prohibited.

11. Mobile food vendors may not use any flashing, blinking lights, neon, or strobe lights. The mobile food vendor may provide localized lighting on or in the mobile food truck for the purpose of illuminating the customer ordering area, to ensure customer safety, for the purpose of food preparation, and for the purpose of menu illumination only.

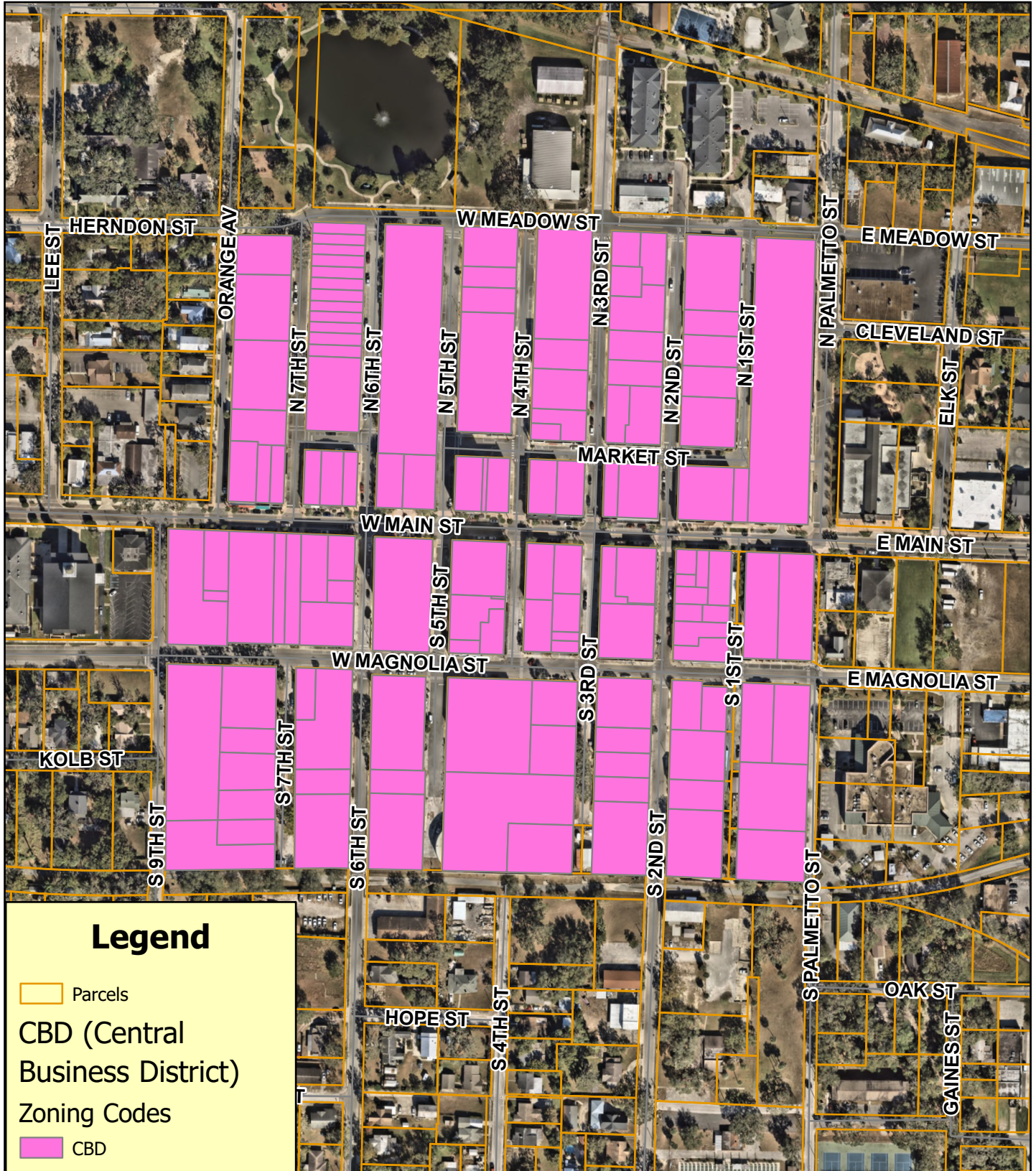
~~Non-compliance. Non-compliance with the terms codified herein may result in enforcement action including but not limited to fines and referral to the city code enforcement magistrate for adjudication.~~

L. Grounds for Revocation of Letter of Location Compliance

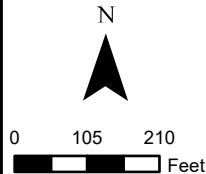
The City of Leesburg may revoke a mobile food vendor's Letter of Location Compliance for any of the following reasons:

- a. The vendor or any of the vendor's agents or employees engages in any fraudulent, deceptive or unlawful business practice in connection with the mobile food vendor's business.
- b. Violation of the City of Leesburg's Oil & Grease Management Program, solid waste agreements, water and wastewater, and misuse of stormwater systems, including, but not limited to, unlawful dumping of oil, grease, or other waste products into City municipal systems.
- c. False statements on the Letter of Location Compliance application packet.
- d. Failure to comply with any state health or food preparation and/or vending regulations.
- e. The vendor or any of the vendor's agents or employees violates any provision of this Ordinance.
- f. The vendor operates the mobile food unit in a manner that violates state and City of Leesburg traffic, parking, stopping and standing laws and ordinances or otherwise creates or contributes to a potential safety or hazardous situation or condition on public or private property.
- g. Revocation of any Department of Business and Professional Regulation, Hotels and Restaurants Division, Lake County Health Department, State-required insurance, license(s), and registration(s), that relate to operation, food preparation, or other business management activities that are required by other jurisdictional entities to conduct a mobile food vending business.
- h. In addition to the penalties authorized above, the City Manager, or designee, may also suspend or revoke the property owner's Letter of Location Compliance for accessory mobile vending use and/or temporary use permit or special event permit, as may be applicable, upon a finding that a mobile food truck was operating on the subject property in violation of this section. If revoked, the property owner shall be prohibited from seeking subsequent Letter of Location Compliance for accessory outdoor sales or a special event permit for the subject property for a period of one (1) year from the date of the revocation.

Central Business District Locator

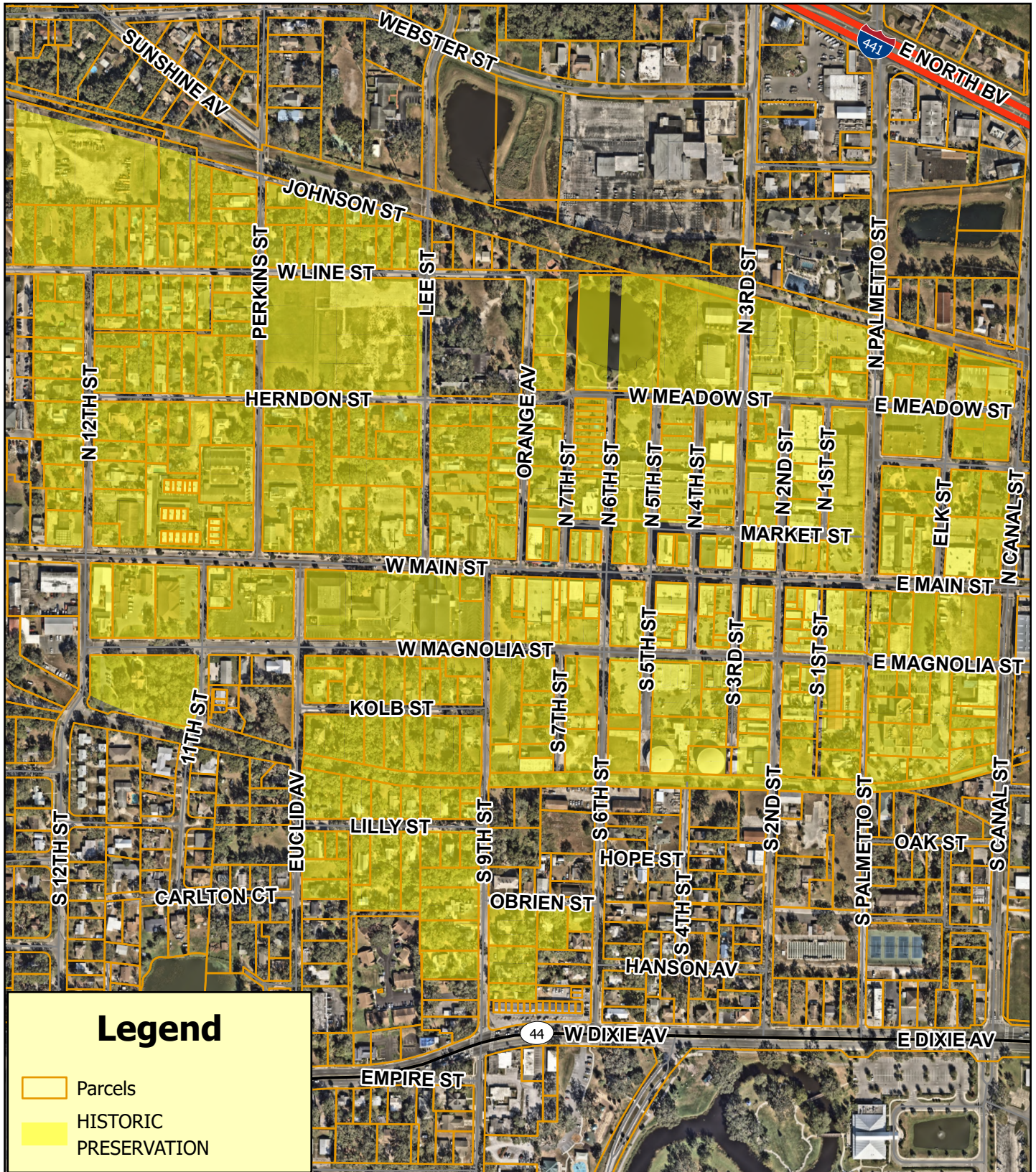


**Planning
& Zoning
Division**



Mobile Food Vendor Ordinance Revision
CBD (Central Business District)
Numerous AK #s
May 12, 2025

Historic Preservation District Locator

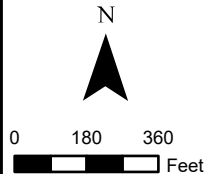


Legend

-  Parcels
-  HISTORIC PRESERVATION



**Planning
& Zoning
Division**



Mobile Food Vendor Ordinance Revision
CBD (Central Business District)
Numerous AK #s
May 12, 2025

Proposed Revisions Mobile Food Vendor Ordinance

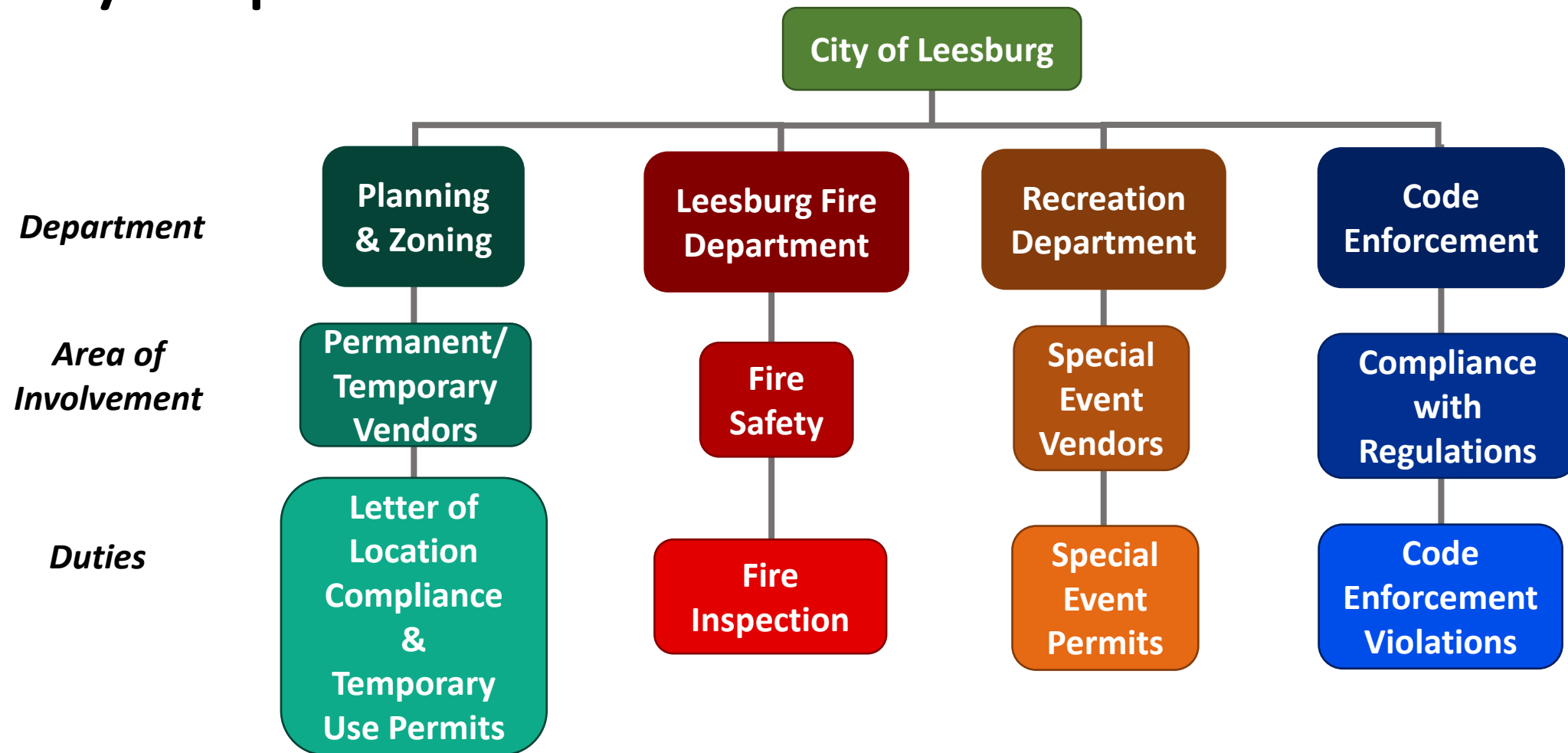
Chapter 25, Section 25-292 (18) - Mobile Food Vending

Per F.S. 509.102 (2023, including Special Session C)



Planning & Zoning Department

City Departments



Summary of F.S. Changes

Per F.S. 509.102 (2023, including Special Session C)...

- Regulation of license, registration, permits, and fees has been preempted to the State
- Local government may not require additional:
 - *License*
 - *Registration*
 - *Permit, or*
 - *Fee*



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Takeaways from F.S. Changes

- **Local government may regulate:** *(F.S. 509.102 (4))*
 - **Location** - *By Zoning District, provided MFV are allowed somewhere within municipal limits*
 - **Time** - *Keep business hours to principal business hours, per F.S. 509.102*
 - **Manner** – *Operating business on-site*
 - **Proof of State-mandated licenses, registrations, permits, insurance** – *Not requiring additional license, registration, permit, or fee*

Proposed City Code Changes



Code Update Goals

1

Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions

2

Clarify Processes and Requirements

1

Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions

- **Revise** existing process and Code Section.
 - *Remove previous permit fee.*
- **Adopt** F.S. 509.102 Definition & DBPR definitions for:
 - *Hot Dog Carts*
 - *Mobile Food Dispensing Vehicles*
- **Add** DBPR licensing requirements to City Code for:
 - *Hot Dog Carts*
 - *Mobile Food Dispensing Vehicle*

2 Clarify Processes and Requirements

- **Outline** Processes in City Code, for:
 - *Staff clarity*
 - *Vendor clarity*
- **Require** a copy of State-mandated:
 - *Licenses*
 - *Registrations*
 - *Insurance*

Mobile Food Vendor Pathways

1

**Location
Compliance
(from the P&Z
Dept.)**

- **1 MFV per property**
- **May Vend year round at 1 location**

2

**Temporary Use
(from the P&Z
Dept.)**

- **Up to 3 MFV per property**
- **May only vend up to 2 consecutive days, 1x per year**

3

**Special Events
(from the
Recreation
Dept.)**

- **Pursuant to Recreation Department Requirements and associated event length**

If Adopted as proposed, Code Update shall...

1 *Comply with F.S. 509.102 requirements & Adopt DBPR / F.S. Definitions by...*

- a. Updating non-compliant Code sections.
- b. No longer requiring permitting/registration fees.
- c. Adopting State and DBPR definitions in Code

2 *Clarify Processes and Requirements by...*

- a. Outlining processes in Code for clear expectations.
- b. Requiring copies of State-mandated licenses, registrations, and insurance, for efficiency and public safety.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: June 23, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 91.07 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 91.07 +/- acres, generally located south of CR 48 and east of Number Two Road, as shown on the attached General Location Map. At this time, the property is vacant/residential. The current zoning is Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes. The proposal for the development is 586 detached single-family residential units, consisting of 50', 60', and 70' lots.

The property is surrounded by Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), A (Agriculture), CDF (Community Facility District), City A (Agriculture) and PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along

with the Planned Unit Development Application, had recommendations for approval from the Planning Commission at the public hearing held on May 22, 2025.

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 91.07 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48 AND EAST OF NUMBER TWO ROAD, LYING IN SECTIONS 17 & 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA ANNEX)

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

Section 1

Based upon the petition of Robert Zlatkiss, Esq. (American Land Mount Dora, LLC) on behalf of C.A. Deems II, Fangorn Farms LLC, and Howey 7311 LLC, "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 the _____ day of _____, 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND IN SECTION 17 AND 20, TOWNSHIP 20 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA.

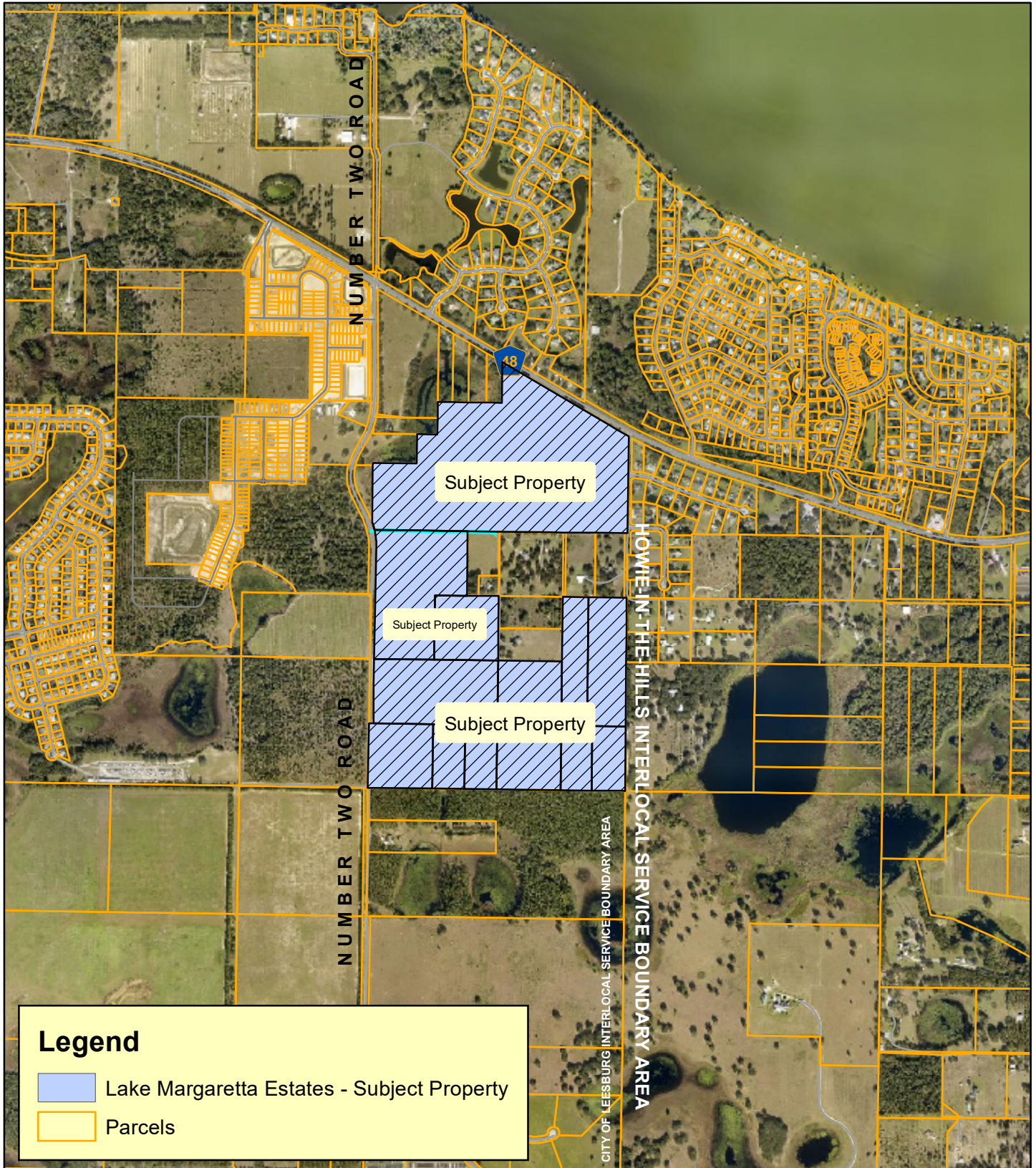
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2,609.35 FEET TO THE EAST RIGHT OF WAY LINE ON NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED; THENCE RUN ALONG SAID EAST RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 00°44'28" EAST, A DISTANCE OF 1,324.88 FEET; THENCE RUN SOUTH 89°12'30" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN NORTH 01°25'36" EAST, A DISTANCE OF 1113.14 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 09°17'37" WEST, AND A CHORD DISTANCE OF 312.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'25" FOR A DISTANCE OF 314.33 FEET TO A NON TANGENT LINE BEING A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST, ALONG SAID WEST LINE A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4, THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST, A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 425.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO ROAD PLAT BOOK 1, PAGE 5 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 59°25'35" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A NON-TANGENT LINE LYING ON THE WEST RIGHT OF WAY OF TRIMPI ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,010.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17 AND NORTH LINE OF SAID SECTION 20; THENCE RUN NORTH 89°13'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 AND THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1621.98 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°40'59" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID

NORTH LINE, A DISTANCE OF 329.62 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°39'49" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 662.68 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°12'30" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 00°37'29" EAST ALONG THE WEST LINE OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.80 TO THE NORTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG THE NORTH LINE OF THE WEST 264 FEET SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE NORTH LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.24 FEET TO THE NORTHEAST CORNER OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°35'10 WEST ALONG THE EAST LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 396 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1988.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.60 ACRES MORE OR LESS.

Aerial

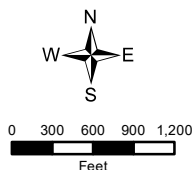


Legend

- Lake Margaretta Estates - Subject Property
- Parcels

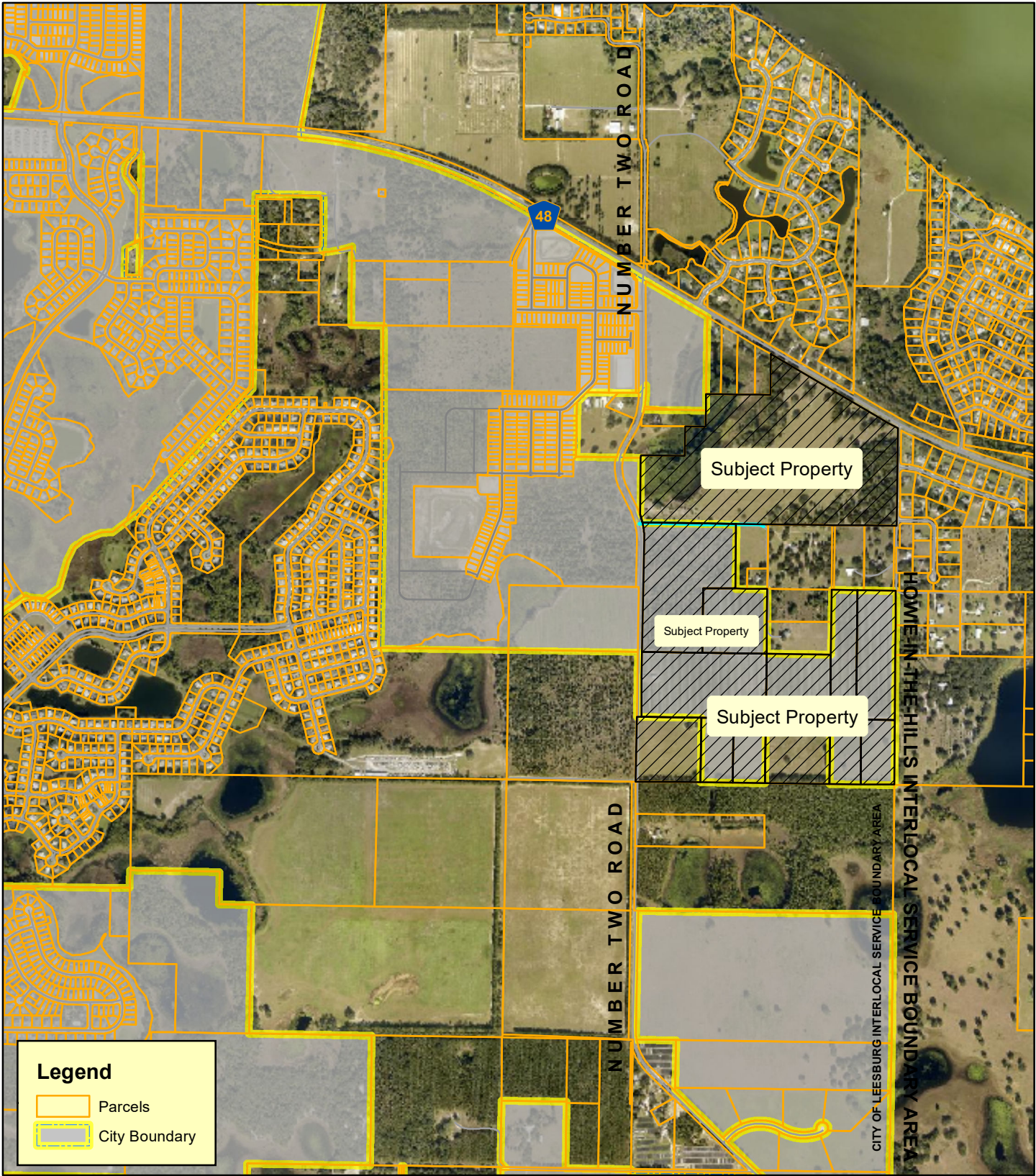


**Planning
& Zoning
Division**

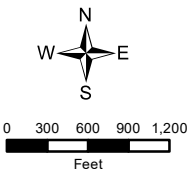


Lake Margaretta Estates
 ANNX-25-511; LSCP-25-512; PUD-25-513
 AK#: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#: ANNX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

City Boundary

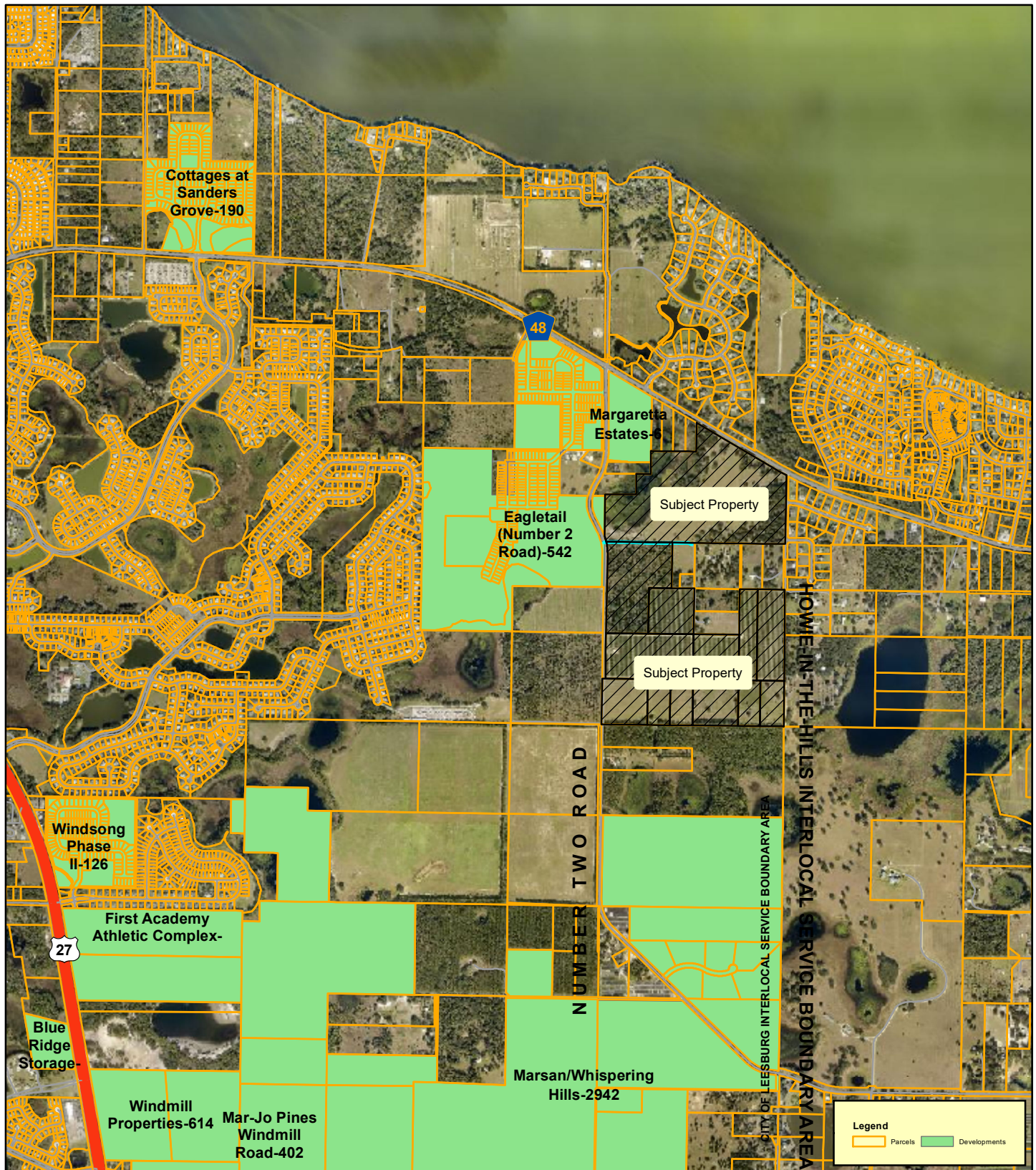


**Planning
& Zoning
Division**

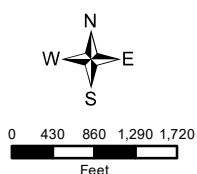


Lake Margareta Estates
ANNX-25-511; LSCP-25-512; PUD-25-513
AK#s: ANNEX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
AK#x: ANNEX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
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Sections 17 & 20, Township 20 South, Range 25 East
March 19, 2025

Surrounding Developments



**Planning
& Zoning
Division**

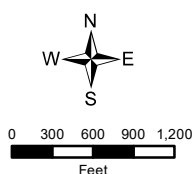


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 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Annexations by Year 2010 - 2019



**Planning
& Zoning
Division**



Lake Margareta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

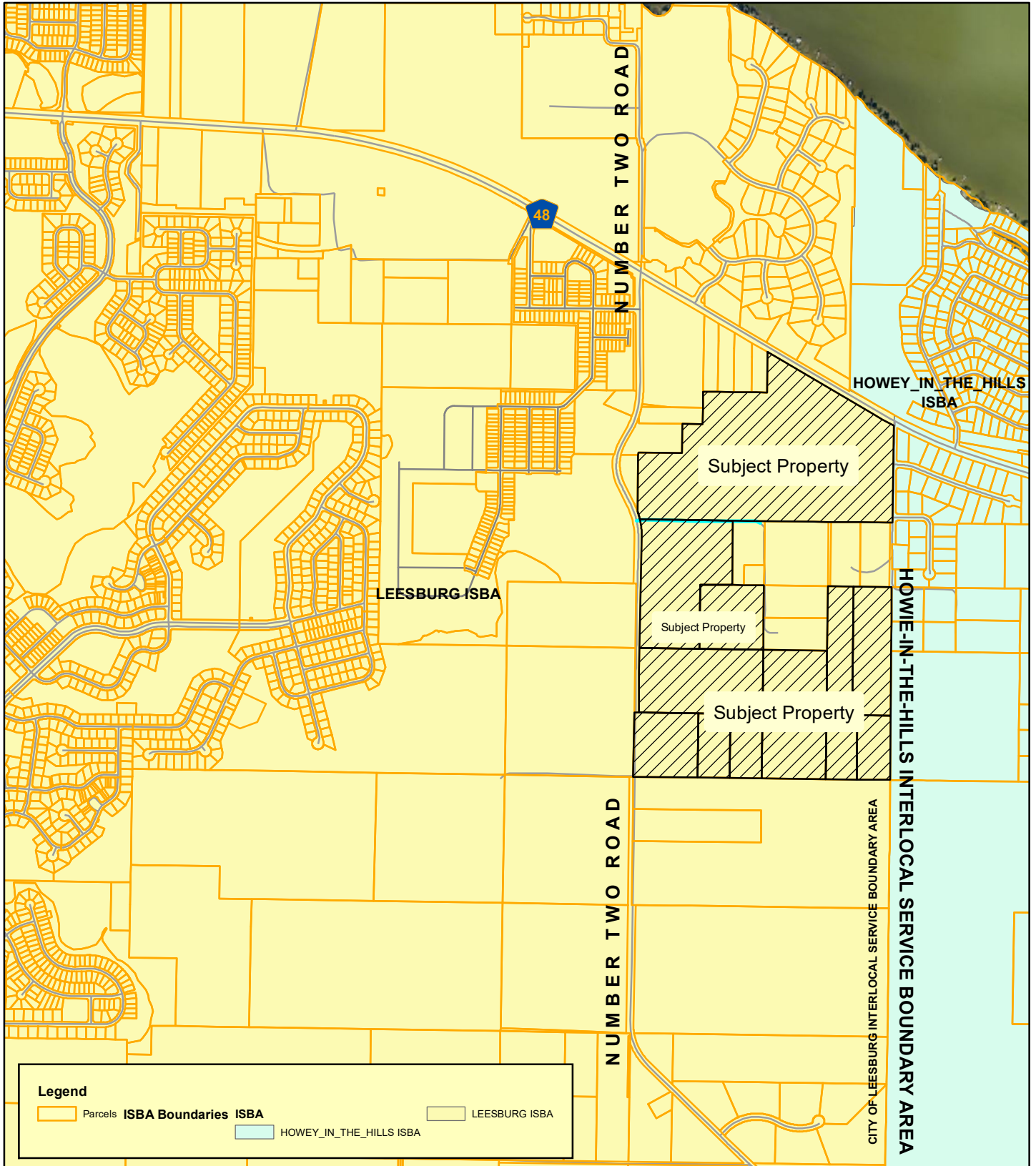
AK#s: ANNEX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)

AK#x: ANNEX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)

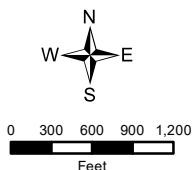
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Interlocal Service Boundary Area



**Planning
& Zoning
Division**

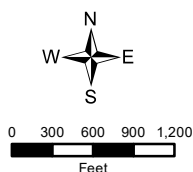


Lake Margaretta Estates
 ANNX-25-511; LSCP-25-512; PUD-25-513
 AK#s: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
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 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Surrounding Land Use

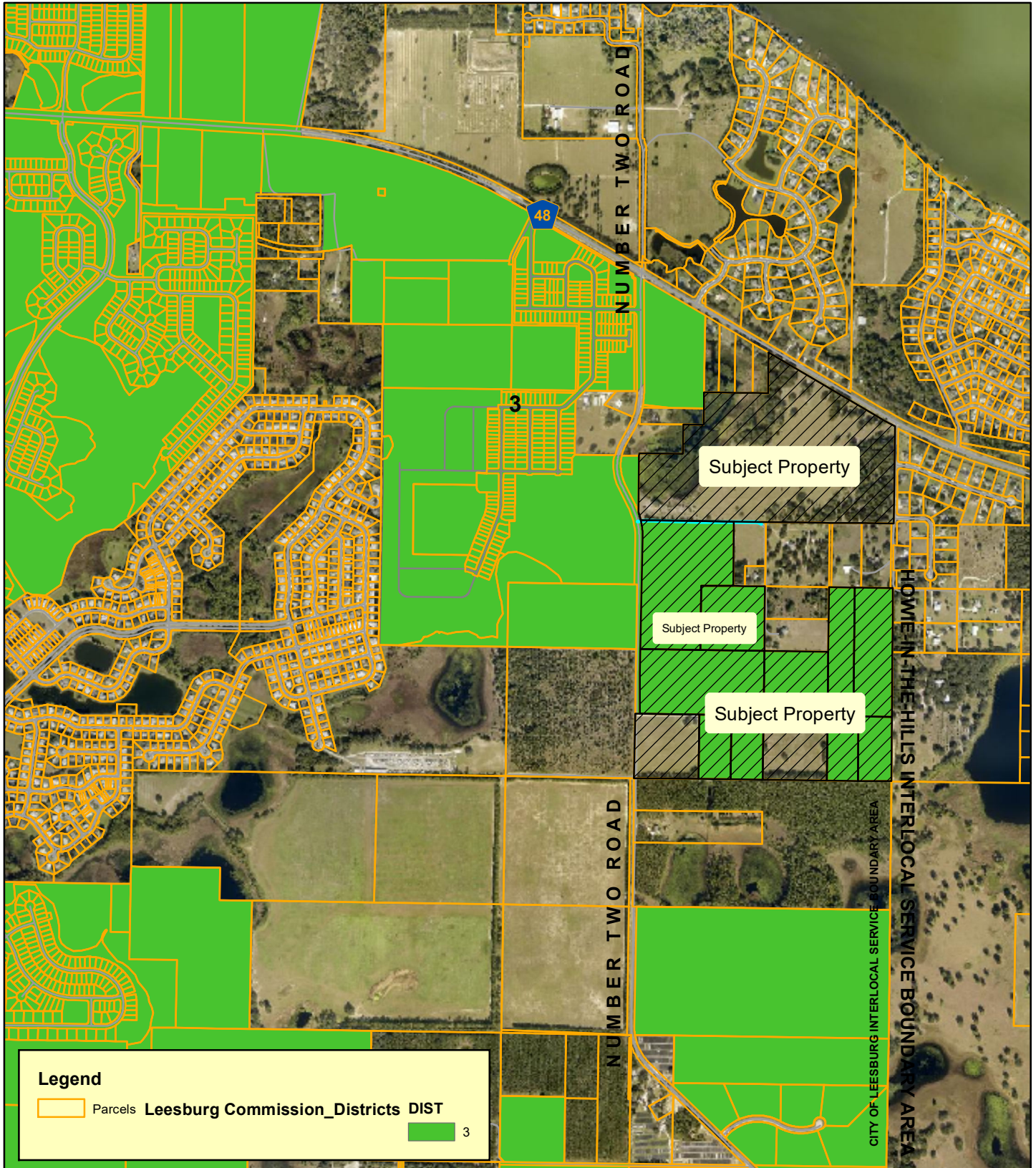


**Planning
& Zoning
Division**

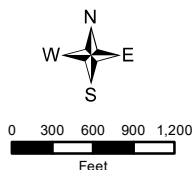


Lake Margaretta Estates
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 AK#s: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
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 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Commission District



**Planning
& Zoning
Division**



Lake Margaretta Estates
 ANN-25-511; LSCP-25-512; PUD-25-513
 AK#s: ANN & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#x: ANN, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: June 23, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (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 real property consisting of approximately 91.07 +/- acres; and being generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 91.07 +/- acres from Lake County Rural Transition and Rural to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 91.07 acres. The property is generally located south of CR 48 and east of Number Two Road. Currently, the property is vacant/residential. The proposed use is 586 detached single-family residences. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Rural Transition, Rural, and City Estate Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural Transition and Rural to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE
COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE
FUTURE LAND USE MAP DESIGNATION OF CERTAIN REAL PROPERTY
CONSISTING OF APPROXIMATELY 91.07 +/- ACRES; AND BEING
GENERALLY LOCATED SOUTH OF CR 48 AND EAST OF NUMBER TWO
ROAD, LYING IN SECTIONS 17 & 20, TOWNSHIP 20 SOUTH, RANGE 25
EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.
(LAKE MARGARETTA LSCP)**

WHEREAS, the City Commission has received recommendations and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 91.07. acres of land generally south of CR 48 and east of Number Two Road from Lake County Rural Transition and Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Sections 17 & 20, Township 20 South, Range 25 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 the any of the provisions of this ordinance are hereby repealed;

Section 4.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND IN SECTION 17 AND 20, TOWNSHIP 20 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2,609.35 FEET TO THE EAST RIGHT OF WAY LINE ON NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED; THENCE RUN ALONG SAID EAST RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 00°44'28" EAST, A DISTANCE OF 1,324.88 FEET; THENCE RUN SOUTH 89°12'30" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN NORTH 01°25'36" EAST, A DISTANCE OF 1113.14 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 09°17'37" WEST, AND A CHORD DISTANCE OF 312.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'25" FOR A DISTANCE OF 314.33 FEET TO A NON TANGENT LINE BEING A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST, ALONG SAID WEST LINE A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4, THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST, A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 425.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO ROAD PLAT BOOK 1, PAGE 5 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 59°25'35" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A NON-TANGENT LINE LYING ON THE WEST RIGHT OF WAY OF TRIMPI ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,010.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17 AND NORTH LINE OF SAID SECTION 20; THENCE RUN NORTH 89°13'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 AND THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1621.98 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°40'59" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID

NORTH LINE, A DISTANCE OF 329.62 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°39'49" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 662.68 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°12'30" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 00°37'29" EAST ALONG THE WEST LINE OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.80 TO THE NORTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG THE NORTH LINE OF THE WEST 264 FEET SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE NORTH LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.24 FEET TO THE NORTHEAST CORNER OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°35'10 WEST ALONG THE EAST LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 396 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1988.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.60 ACRES MORE OR LESS.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margareta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

GENERAL LOCATION: South side of CR 48, East of Number Two Road

FUTURE LAND USE DESIGNATION: Lake County Rural Transition and Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density and Rural Transition

South – Lake County Rural

East – Lake County Rural and Rural Transition

West – Lake County Rural Transition and City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Rural Transition & Rural	Estate Residential	91.07 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), and A (Agriculture)

South – Lake County R-1 (Rural Residential) and CFD (Community Facility District)

East – Lake County A (Agriculture) and R-3 (Medium Residential District)

West – Lake County A (Agriculture), R-1 (Rural Residential), R-2 (Estate Residential) and City A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant / Residential

SURROUNDING LAND USE:

North – Single Family, Vacant Residential, Manufactured Home

South – Timber, Cropland, Single Family

East – Single Family, Nursery

West – Single Family, Timber, Orange Grove, Cropland

PROPOSED LAND USE: Residential Subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 05/16/2025

FIRE

In reference to Case Number LSCP-25-512, PUD-25-513

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-512, PUD-25-513 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 5/14/2025

ELECTRIC

“This is outside of Leesburg Electric’s Service Territory.” – Steve Davis 5/1/2025

GAS

“No comment” – Wayne Williams 5/1/2025

GIS

No comments received as of 05/16/2025

BUILDING

No comments received as of 05/16/2025

PUBLIC WORKS

No comments received as of 05/16/2025

ADDRESSING

No comments received as of 05/16/2025

ECONOMIC DEVELOPMENT

No comments received as of 05/16/2025

LAKE COUNTY PUBLIC WORKS

Please see attached comments.

LAKE COUNTY SCHOOLS

No comments received as of 05/16/2025

PUBLIC RESPONSES

Approval

No comments received as of 05/16/2025

Disapproval

No comments received as of 05/16/2025



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

May 16, 2025

Dianne Yekel
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Lake Margaretta / Planned Unit Development - Planned Use Development
CASE NO.: PUD-25-513

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 Lake Margaretta Estates

- The north portion of the site is currently within the County.
- Turn Lanes are required at development's entrance
- Right-of-way does not meet required minimal standard widths

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 Lake Margaretta PUD impacts to roadways and drainage systems:

CR 48:

- A traffic signal may be required at Number Two Rd and CR 48. A signal warrant analysis will be required by the development that includes all existing trips and vested trips.
- A traffic signal is identified at the Entry Road and CR 48 based on the signal warrant from the provided traffic impact study. If this is verified as warranted and location of access is worked out between the developer, city, and county, then the developer shall be responsible for sole cost of permitting, design, and construction of the traffic signal.
- Access proposed off CR 48 will need to meet Lake County access management requirements.
- A left and right turn lanes on CR 48 will be required at the development's entrance.
- A sidewalk will be required along CR 48 road frontage for the development to meet both city and county standards.
- CR 48 is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 48 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 48 will be required and will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 48 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.
- Utility easements will need to be provided along CR 48 for the length of the development.

Trimpi Road:

- The concept plan for the PUD shows no access from Trimpi Road.
- A request of 8-ft of right-of-way for Trimpi Road to match what Trimpi Place Plat shows to complete the minimum standard right-of-way for a local road with swale drainage for a rural section roadway.

Gospel Hill Road and Helgs Road (Easements):

- Both Gospel Hill Road and Helgs Road are non-exclusive easements dedicated to the Public for road, road related, utility, and drainage purposes. These non-exclusive easements are not maintained by the county. The proposed development based on the submitted documents show impacting these easements with proposed development over them or potential altering the access. These easement access ways need to be maintained to allow ingress and egress by those existing parcels east, north, and south of the proposed development.
- The emergency access will need to be controlled to allow existing users to access the roadway; and the development to only access for emergencies.

Number Two

- The concept plan for the PUD shows emergency access from Number Two Road.
- Developer improvements on Number Two Rd. will require a minimum of 12-foot-wide travel lanes and 8-foot shoulder (4-foot paved and 4-ft stabilized) on both sides of the road along the development.
- Developer improvements on Number Two Rd. will require a northbound right turn lane and a southbound left turn lane on Number Two Rd. Additional improvements may be required along other portions of Number Two Road and will be further evaluated with future development applications.
- The development will need to provide sidewalks along Number Two Road to meet county and city requirements.
- There is no apparent right of way dedication for Number Two Rd. Dedication of a minimum of 40 ft. of right of way from centerline will be required along the development frontage of Number Two Rd. Additional right of way will be required for the final roadway improvements which will exceed 40-ft in order to construct turn lanes, drainage, and sidewalks

Development Connectivity:

- The concept plan provided with this PUD application identifies cross connection to the southeast for future connectivity for development. This connection and the other properties not part of this development shall be provided access from the improved roads within this proposed development.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to the Central Lake Trail along CR 48 and US 27 Trail. Both trails are identified on the Trail Master Plan and accommodations for these trails is recommended to be provided by this development.

Traffic:

- A Traffic Impact Study has been provided by the applicant's engineer for review. The TIS is currently under review and comments on it will be provided back to the applicant.

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.

Road Design

- The road design for the internal roads of the development and the offsite road improvements will need to be designed to meet City, County, Florida Greenbook, and FDOT standards, as applicable.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

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.

Approval may be subject to Board of County Commission approval.

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
Kandi Harper, Senior Planner for City of Leesburg



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 22, 2025
OWNERS: C.A. Deems II, Fangorn Farms LLC, Howey 7311 LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta Estates
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential
CASE NO.: LSCP-25-512

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

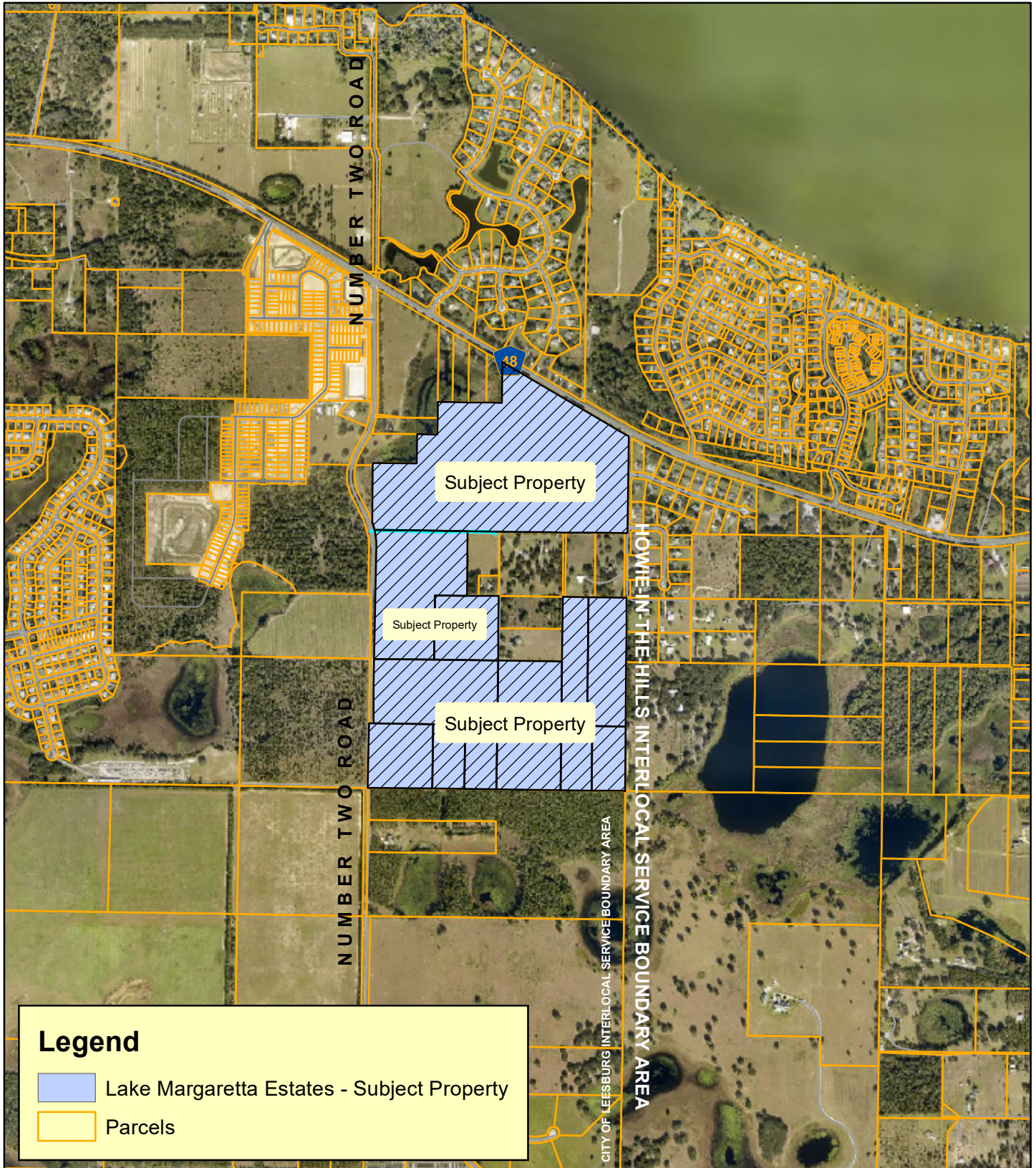
APPROVAL of the request **for the following reason(s):**

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density, Rural Transition, Rural, and City Estate Residential.
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-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), CFD (Community Facility District), and A (Agriculture), and City A (Agriculture) and PUD (Planned Unit Development).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Rural Transition and Rural to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

Aerial

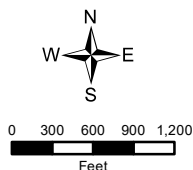


Legend

- Lake Margaretta Estates - Subject Property
- Parcels

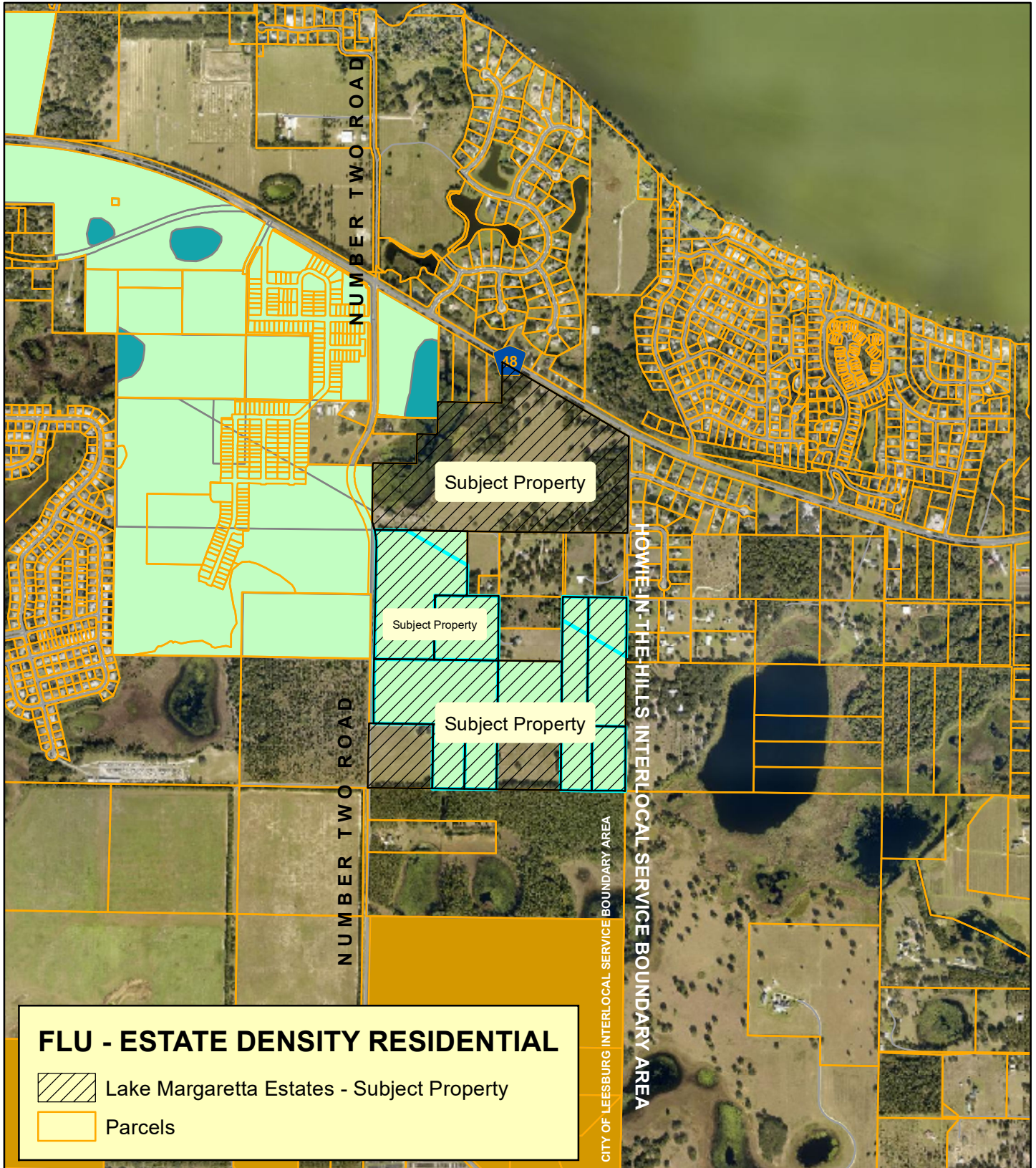


**Planning
& Zoning
Division**

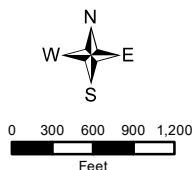


Lake Margaretta Estates
 ANNX-25-511; LSCP-25-512; PUD-25-513
 AK#: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#: ANNX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Future Land Use



**Planning
& Zoning
Division**



Lake Margaretta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

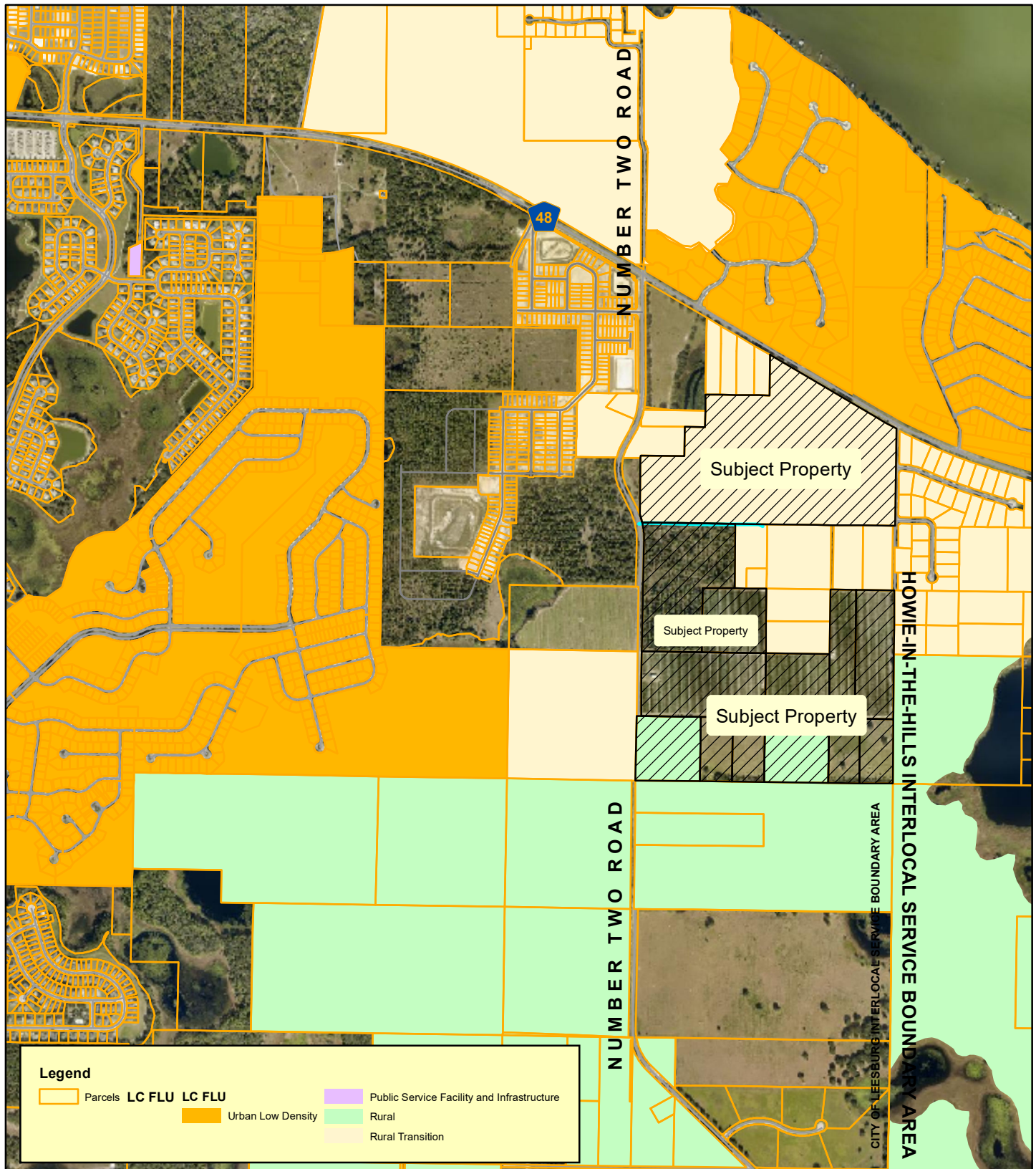
AK#: ANN & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)

AK#: ANN, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)

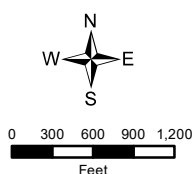
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Lake County Future Land Use



**Planning
& Zoning
Division**



Lake Margareta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

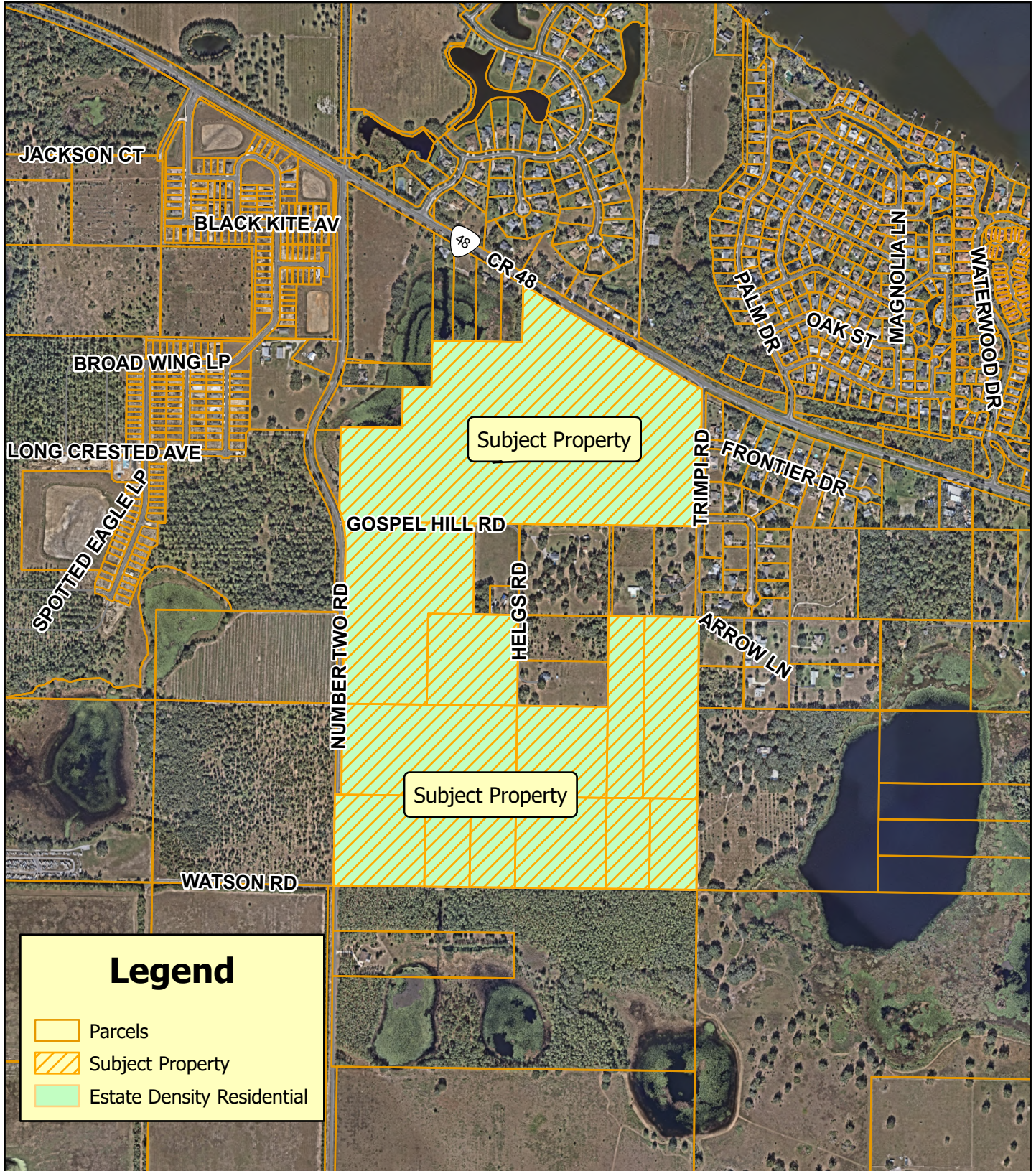
AK#s: ANNEX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)

AK#x: ANNEX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)

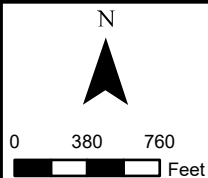
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Lake Margaretta Estates
 ANN-25-511; LSCP-25-512; PUD-25-513
 AK#s: ANN & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#x: ANN, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377;
 1812054; 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 April 14, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: June 23, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 196.07 +/- acres from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences, for a property generally located south of CR 48 and east of Number Two Road, lying in Sections 17 & 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 586 detached single-family residences.

Analysis:

The project site is approximately 196.07 +/- acres, and is generally located south of CR 48 and east of Number Two Road as shown on the attached maps. At this time, the property is vacant/residential. The proposal will allow for 586 detached single-family residences. The existing land uses surrounding the property are Single Family, Vacant Residential, Manufactured Home, Timber, Cropland, Nursery, and Orange Grove. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on May 22, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 196.07 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE), CITY RE-1 (ESTATE DENSITY RESIDENTIAL) AND CITY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 586 DETACHED SINGLE-FAMILY RESIDENCES, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48 AND EAST OF NUMBER TWO ROAD, LYING IN SECTIONS 17 & 20, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKE MARGARETTA PUD)

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

Section 1.

Based upon the petition of Robert Zlatkiss, Esq. (American Land Mount Dora, LLC) on behalf of C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, and Purcell Groves LLC, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture), City RE-1 (Estate Density Residential) and City 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 _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A PARCEL OF LAND IN SECTION 17 AND 20, TOWNSHIP 20 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2,609.35 FEET TO THE EAST RIGHT OF WAY LINE ON NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED; THENCE RUN ALONG SAID EAST RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 00°44'28" EAST, A DISTANCE OF 1,324.88 FEET; THENCE RUN SOUTH 89°12'30" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN NORTH 01°25'36" EAST, A DISTANCE OF 1113.14 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 09°17'37" WEST, AND A CHORD DISTANCE OF 312.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'25" FOR A DISTANCE OF 314.33 FEET TO A NON TANGENT LINE BEING A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST, ALONG SAID WEST LINE A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4, THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST, A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 425.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO ROAD PLAT BOOK 1, PAGE 5 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 59°25'35" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A NON-TANGENT LINE LYING ON THE WEST RIGHT OF WAY OF TRIMPI ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,010.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17 AND NORTH LINE OF SAID SECTION 20; THENCE RUN NORTH 89°13'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 AND THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1621.98 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°40'59" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID

NORTH LINE, A DISTANCE OF 329.62 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°39'49" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 662.68 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°12'30" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 00°37'29" EAST ALONG THE WEST LINE OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.80 TO THE NORTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG THE NORTH LINE OF THE WEST 264 FEET SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE NORTH LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.24 FEET TO THE NORTHEAST CORNER OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°35'10 WEST ALONG THE EAST LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 396 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1988.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.60 ACRES MORE OR LESS.



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margareta Estates
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-25-513

THE PLANNING & ZONING DEPARTMENT 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-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), CFD (Community Facility District), and A (Agriculture), and City A (Agriculture) and PUD (Planned Unit Development).
2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of Lake County Urban Low Density, Rural Transition, Rural, and City Estate Residential.
3. The proposed request, as conditioned, does not appear to create a detriment to surrounding properties, based on the conditions, location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential) 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: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margareta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

GENERAL LOCATION: South side of CR 48, East of Number Two Road

FUTURE LAND USE DESIGNATION: Lake County Rural Transition and Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density and Rural Transition

South – Lake County Rural

East – Lake County Rural and Rural Transition

West – Lake County Rural Transition and City Estate Residential

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Rural Transition & Rural	Estate Residential	91.07 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture), City A (Agriculture) and RE-1 (Estate Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential), R-2 (Estate Residential), R-3 (Medium Residential District), R-6 (Urban Residential District), and A (Agriculture)

South – Lake County R-1 (Rural Residential) and CFD (Community Facility District)

East – Lake County A (Agriculture) and R-3 (Medium Residential District)

West – Lake County A (Agriculture), R-1 (Rural Residential), R-2 (Estate Residential) and City A (Agriculture) and PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant / Residential

SURROUNDING LAND USE:

North – Single Family, Vacant Residential, Manufactured Home

South – Timber, Cropland, Single Family

East – Single Family, Nursery

West – Single Family, Timber, Orange Grove, Cropland

PROPOSED LAND USE: Residential Subdivision

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: May 22, 2025
OWNERS: C.A. Deems II, Central Properties Holdings LLC, Fangorn Farms LLC, Howey 7311 LLC, Purcell Groves LLC
PETITIONER: Robert Zlatkiss, Esq. (American Land Mount Dora, LLC)
PROJECT: Lake Margaretta
REQUEST: Large Scale Comprehensive Plan to Leesburg Estate Residential and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-25-512, PUD-25-513

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 05/16/2025

FIRE

In reference to Case Number LSCP-25-512, PUD-25-513

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-25-512, PUD-25-513 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson 5/14/2025

ELECTRIC

“This is outside of Leesburg Electric’s Service Territory.” – Steve Davis 5/1/2025

GAS

“No comment” – Wayne Williams 5/1/2025

GIS

No comments received as of 05/16/2025

BUILDING

No comments received as of 05/16/2025

PUBLIC WORKS

No comments received as of 05/16/2025

ADDRESSING

No comments received as of 05/16/2025

ECONOMIC DEVELOPMENT

No comments received as of 05/16/2025

LAKE COUNTY PUBLIC WORKS

Please see attached comments.

LAKE COUNTY SCHOOLS

No comments received as of 05/16/2025

PUBLIC RESPONSES

Approval

No comments received as of 05/16/2025

Disapproval

No comments received as of 05/16/2025



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

May 16, 2025

Dianne Yekel
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Lake Margaretta / Planned Unit Development - Planned Use Development
CASE NO.: PUD-25-513

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 Lake Margaretta Estates

- The north portion of the site is currently within the County.
- Turn Lanes are required at development's entrance
- Right-of-way does not meet required minimal standard widths

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 Lake Margaretta PUD impacts to roadways and drainage systems:

CR 48:

- A traffic signal may be required at Number Two Rd and CR 48. A signal warrant analysis will be required by the development that includes all existing trips and vested trips.
- A traffic signal is identified at the Entry Road and CR 48 based on the signal warrant from the provided traffic impact study. If this is verified as warranted and location of access is worked out between the developer, city, and county, then the developer shall be responsible for sole cost of permitting, design, and construction of the traffic signal.
- Access proposed off CR 48 will need to meet Lake County access management requirements.
- A left and right turn lanes on CR 48 will be required at the development's entrance.
- A sidewalk will be required along CR 48 road frontage for the development to meet both city and county standards.
- CR 48 is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.
- A preliminary review of the right-of-way based on the historic SR 48 FDOT Right-of-Way Map is 33-ft from centerline. A detailed survey of CR 48 will be required and will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- Additional right-of-way for CR 48 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.
- Utility easements will need to be provided along CR 48 for the length of the development.

Trimpi Road:

- The concept plan for the PUD shows no access from Trimpi Road.
- A request of 8-ft of right-of-way for Trimpi Road to match what Trimpi Place Plat shows to complete the minimum standard right-of-way for a local road with swale drainage for a rural section roadway.

Gospel Hill Road and Helgs Road (Easements):

- Both Gospel Hill Road and Helgs Road are non-exclusive easements dedicated to the Public for road, road related, utility, and drainage purposes. These non-exclusive easements are not maintained by the county. The proposed development based on the submitted documents show impacting these easements with proposed development over them or potential altering the access. These easement access ways need to be maintained to allow ingress and egress by those existing parcels east, north, and south of the proposed development.
- The emergency access will need to be controlled to allow existing users to access the roadway; and the development to only access for emergencies.

Number Two

- The concept plan for the PUD shows emergency access from Number Two Road.
- Developer improvements on Number Two Rd. will require a minimum of 12-foot-wide travel lanes and 8-foot shoulder (4-foot paved and 4-ft stabilized) on both sides of the road along the development.
- Developer improvements on Number Two Rd. will require a northbound right turn lane and a southbound left turn lane on Number Two Rd. Additional improvements may be required along other portions of Number Two Road and will be further evaluated with future development applications.
- The development will need to provide sidewalks along Number Two Road to meet county and city requirements.
- There is no apparent right of way dedication for Number Two Rd. Dedication of a minimum of 40 ft. of right of way from centerline will be required along the development frontage of Number Two Rd. Additional right of way will be required for the final roadway improvements which will exceed 40-ft in order to construct turn lanes, drainage, and sidewalks

Development Connectivity:

- The concept plan provided with this PUD application identifies cross connection to the southeast for future connectivity for development. This connection and the other properties not part of this development shall be provided access from the improved roads within this proposed development.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to the Central Lake Trail along CR 48 and US 27 Trail. Both trails are identified on the Trail Master Plan and accommodations for these trails is recommended to be provided by this development.

Traffic:

- A Traffic Impact Study has been provided by the applicant's engineer for review. The TIS is currently under review and comments on it will be provided back to the applicant.

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.

Road Design

- The road design for the internal roads of the development and the offsite road improvements will need to be designed to meet City, County, Florida Greenbook, and FDOT standards, as applicable.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

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.

Approval may be subject to Board of County Commission approval.

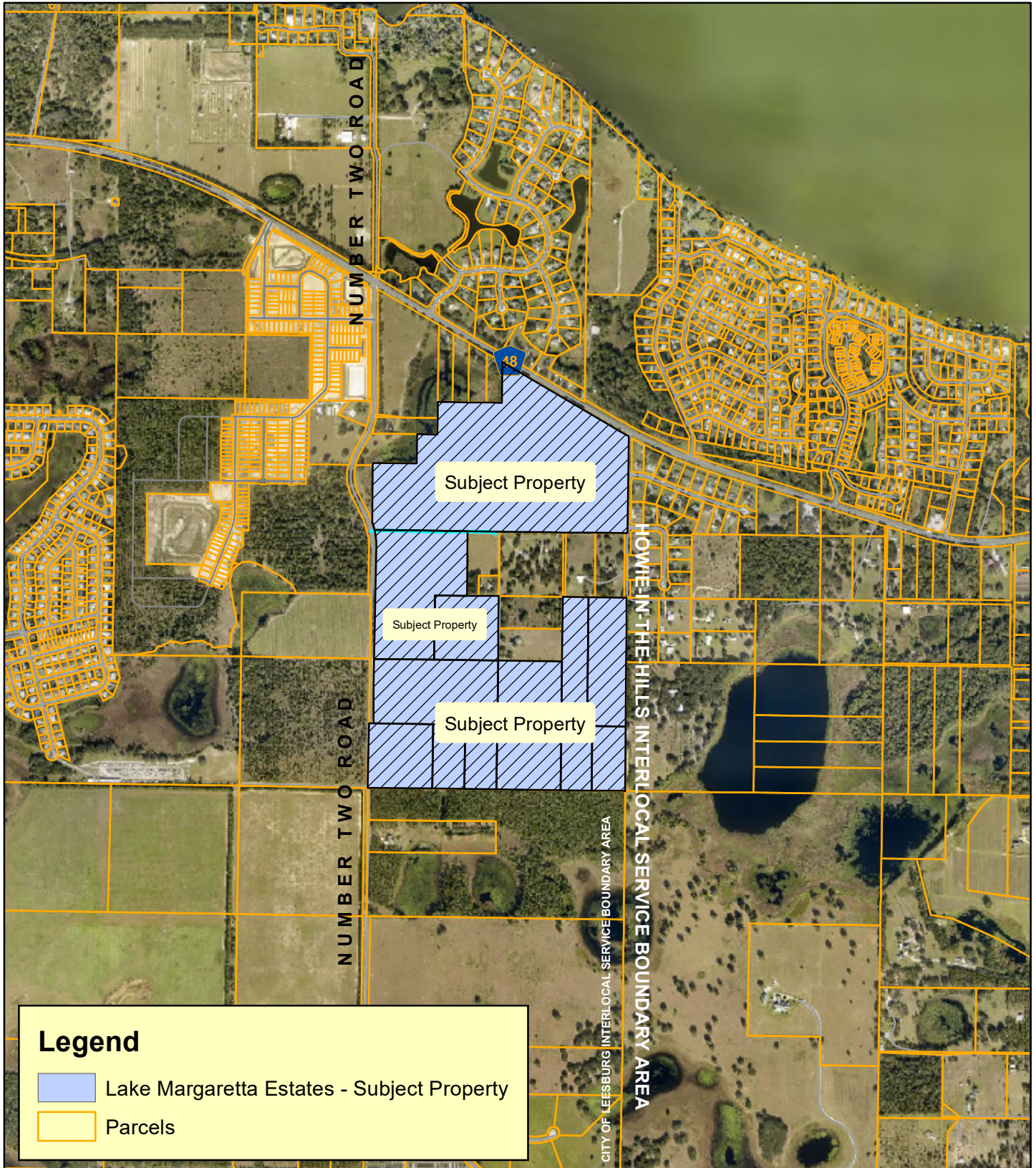
Sincerely,

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
Kandi Harper, Senior Planner for City of Leesburg

Aerial

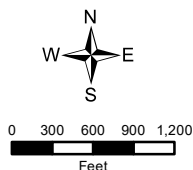


Legend

- Lake Margaretta Estates - Subject Property
- Parcels

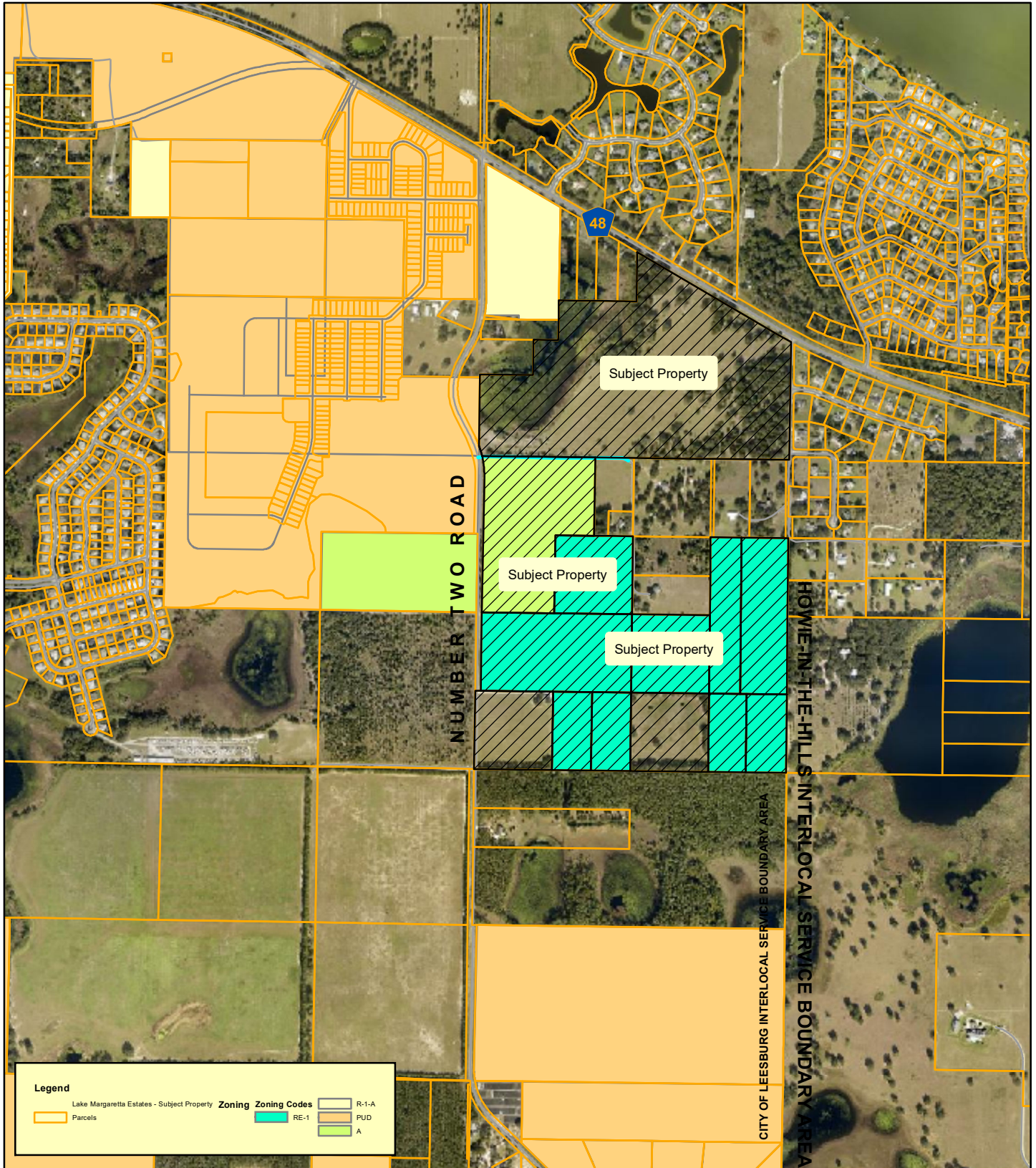


**Planning
& Zoning
Division**

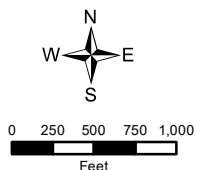


Lake Margaretta Estates
 ANNX-25-511; LSCP-25-512; PUD-25-513
 AK#s: ANNX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
 AK#x: ANNX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
 3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Zoning



**Planning
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Division**



Lake Margaretta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

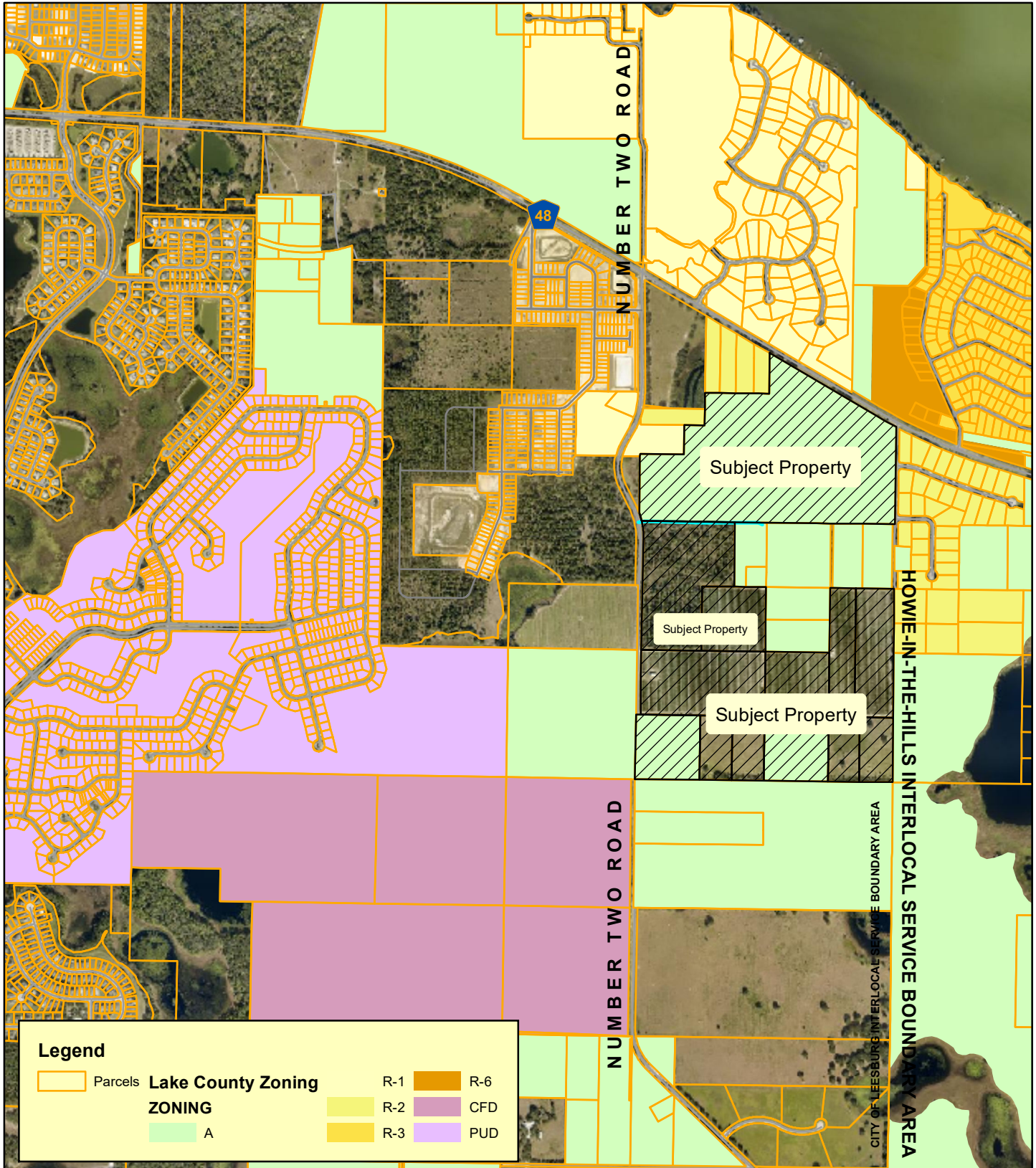
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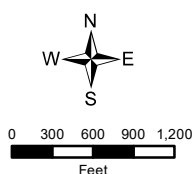
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Lake County Zoning

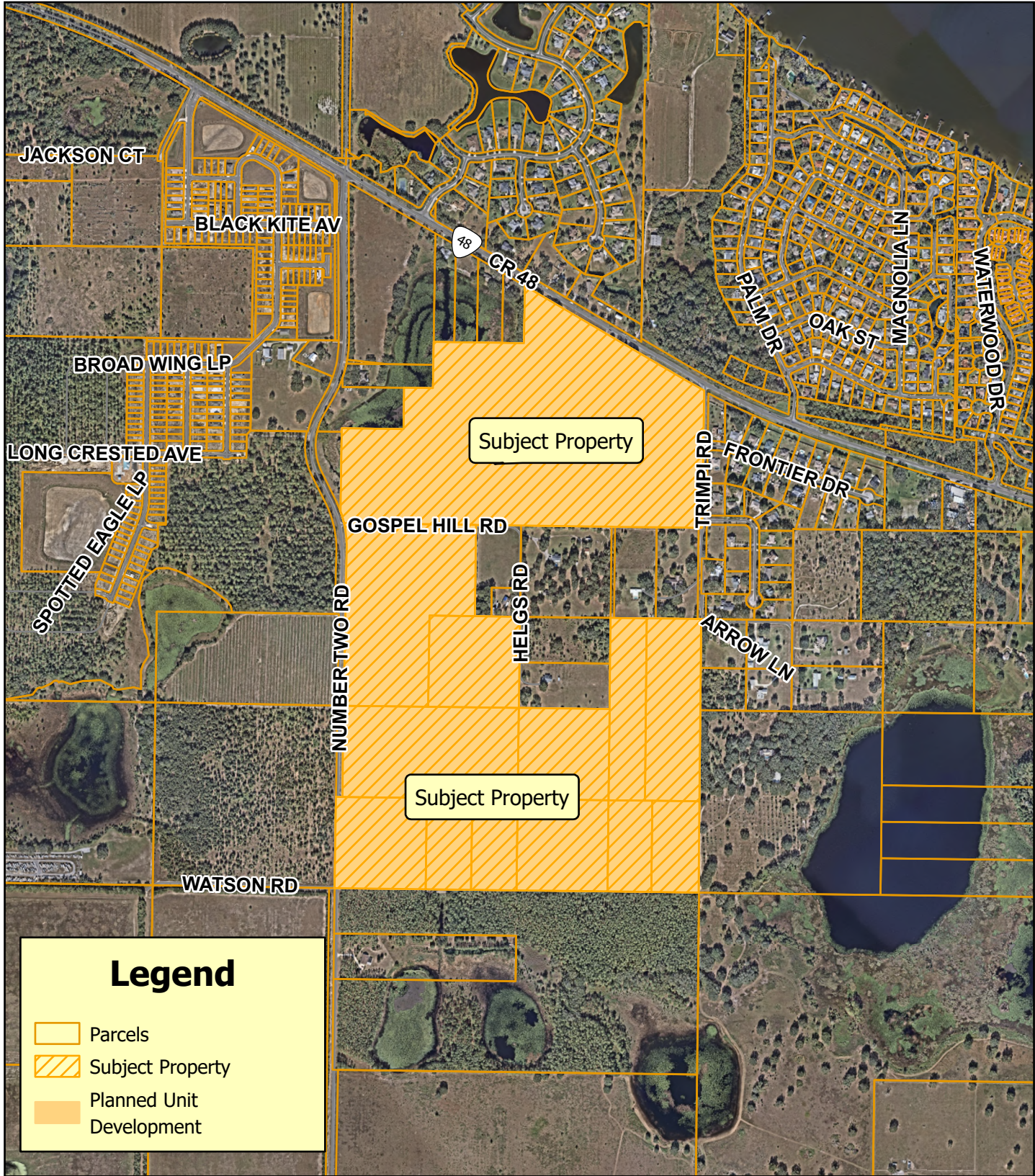


**Planning
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Division**

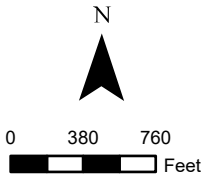


Lake Margareta Estates
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 AK#s: ANN-25-511 & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
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 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Proposed Zoning



**Planning
& Zoning
Division**

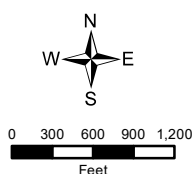


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Sections 17 & 20, Township 20 South, Range 25 East
April 14, 2025

Surrounding Land Use

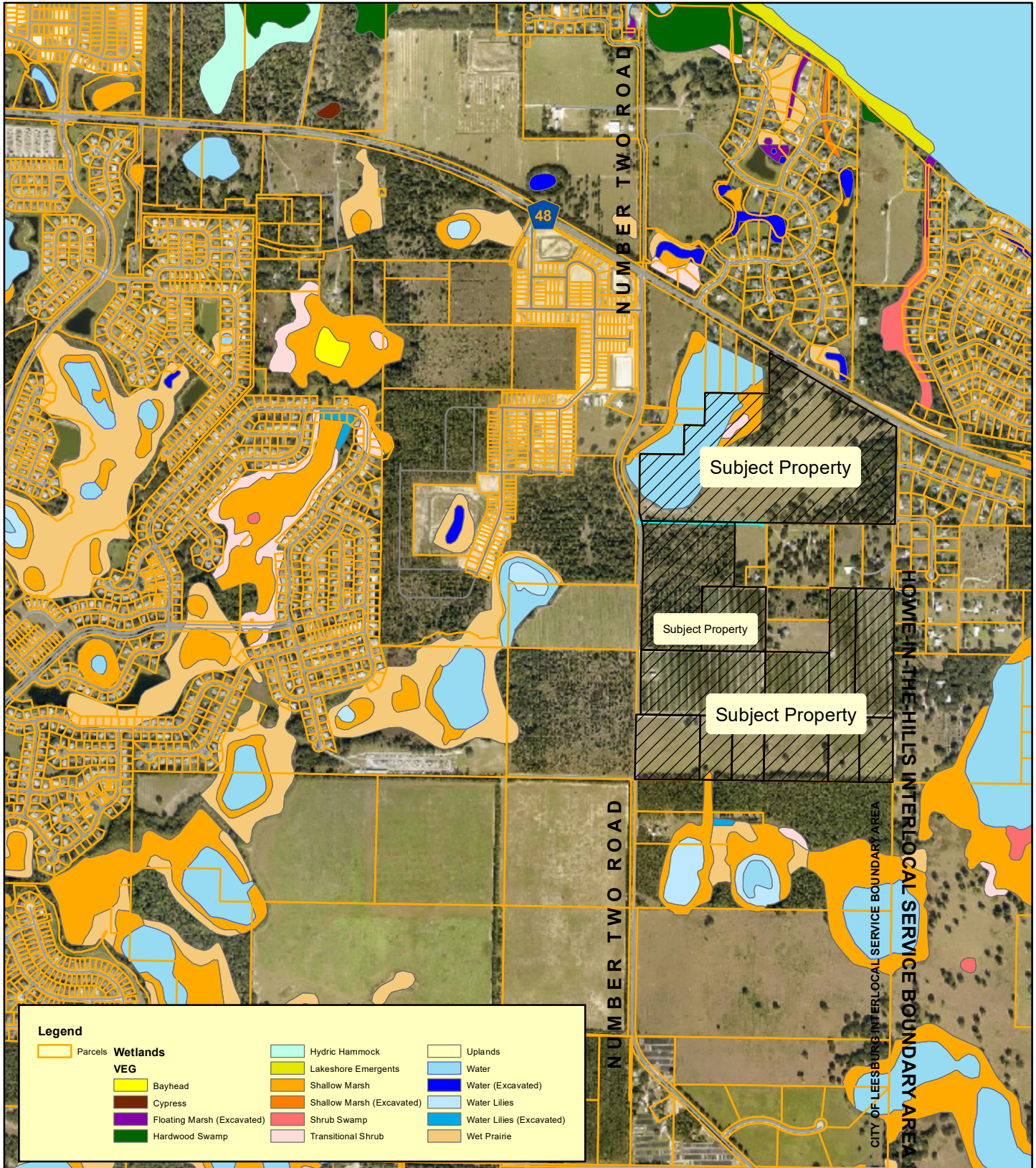


**Planning
& Zoning
Division**

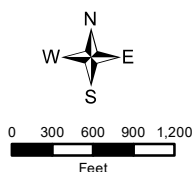


Lake Margaretta Estates
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 Sections 17 & 20, Township 20 South, Range 25 East
 March 19, 2025

Wetlands



**Planning
& Zoning
Division**



Lake Margareta Estates

ANNX-25-511; LSCP-25-512; PUD-25-513

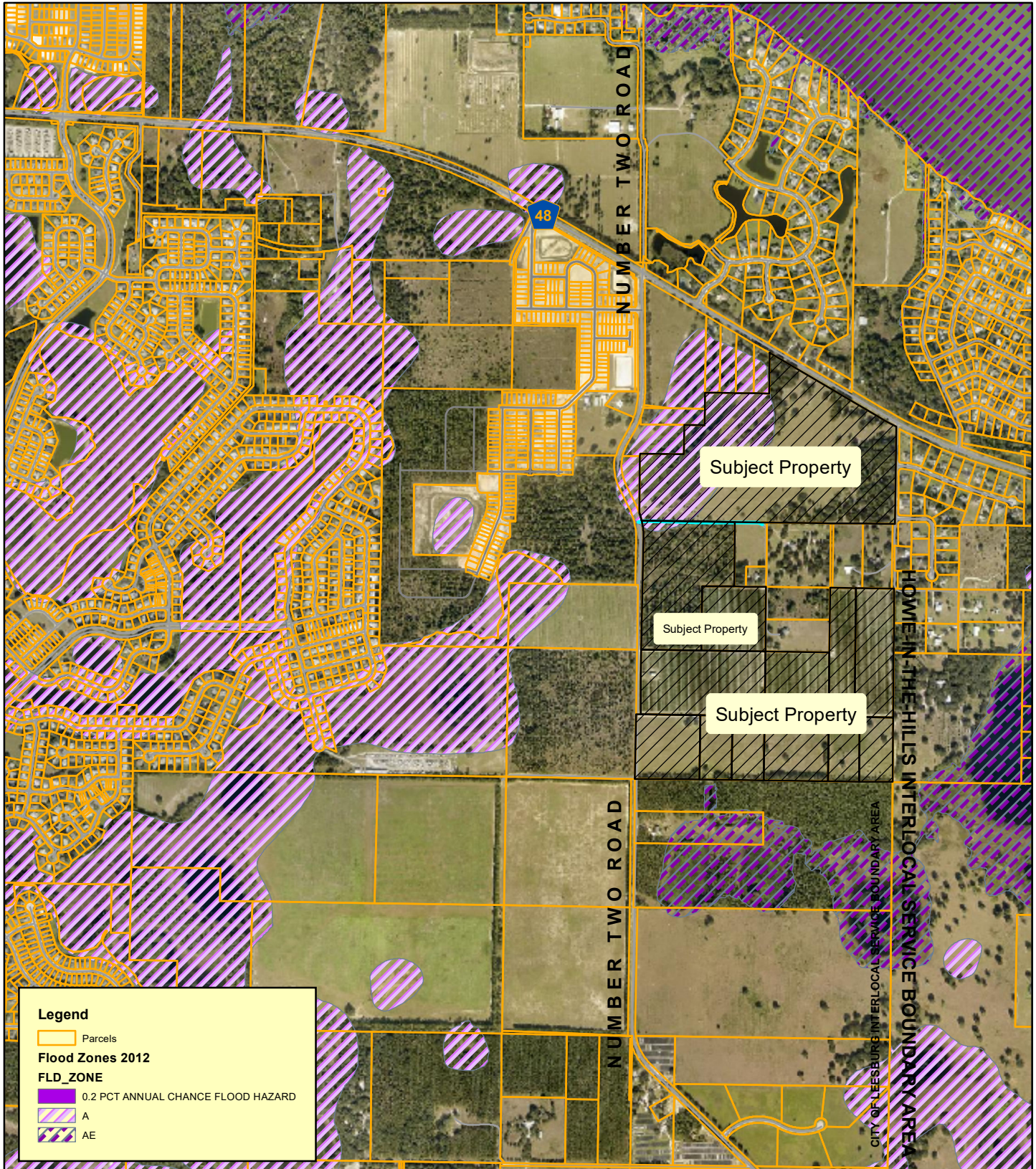
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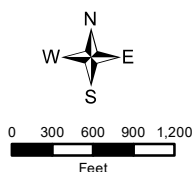
Sections 17 & 20, Township 20 South, Range 25 East

March 19, 2025

Flood Zones



**Planning
& Zoning
Division**



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ANNX-25-511; LSCP-25-512; PUD-25-513
AK#s: ANNEX & LSCP: 1208602; 1780314; 1780276 (91.07 Acres)
AK#x: ANNEX, LSCP, & PUD: 1208602; 1780314; 1780276; 1780292; 3881377; 1812054;
3884436; 3884435; 1780322; 2866802; 1780349; 1780331 (196.07 Acres)
Sections 17 & 20, Township 20 South, Range 25 East
March 19, 2025

**LAKE MARGARETTA ESTATES
PLANNED UNIT DEVELOPMENT AGREEMENT
MAY 22, 2025**

This Planned Unit Development zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **C.A. Deems II, 7435 Holy Hill Ln, Yalaha, FL 34797; Central Properties Holdings LLC 8615 Commodity Cir, Ste 17, Orlando, FL, 32819; Fangorn Farms LLC, 7351 Number Two Rd, Howey-in-the-Hills, FL 34737; Howey 7311 LLC, 7351 Number 2 Rd, Howey-in-the-Hills, FL 34737; Purcell Groves LLC, 2903 Austin Merritt Rd, Groveland, FL 34736 (Robert Zlatkiss, Esq., American Land Mount Dora, LLC, 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 subdivision consisting of approximately 196.07 +/- acres containing a maximum of 586 detached single-family residential units and associated amenities, generally located on the south side of CR 48, east of Number Two Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **C.A. Deems II, 7435 Holy Hill Ln, Yalaha, FL 34797; Central Properties Holdings LLC 8615 Commodity Cir, Ste 17, Orlando, FL, 32819; Fangorn Farms LLC, 7351 Number Two Rd, Howey-in-the-Hills, FL 34737; Howey 7311 LLC, 7351 Number 2 Rd, Howey-in-the-Hills, FL 34737; Purcell Groves LLC, 2903 Austin Merritt Rd, Groveland, FL 34736 (Robert Zlatkiss, Esq., American Land Mount Dora, LLC, 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 196.07 +/- acres, shall be used for platted, detached single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Outdoor recreation intended for the primary use of residents, such as trails, parks, and outdoor fitness equipment.
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 586 detached single-family residential units, at a gross density not to exceed 2.98 units per acre on the approximately 196.07-acre site, as shown on **Exhibit C, Conceptual Development Plan**.
- B. Fifty- (50) foot lots shall be oriented to the interior of the development. Lots above fifty (50) feet in width shall be generally located along exterior boundaries.
- C. Interior fifty- (50) foot lots may be substituted for larger lot sizes meeting the requirements herein with the Planning and Zoning Director's site plan review and approval.
- D. Each detached single-family residential unit shall have a minimum two (2) car garage.
- E. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.
- F. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).

- G. 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.
- H. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- I. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- J. Maximum building height: two (2) stories or 35 feet.
- K. 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.
- L. 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.
- M. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- N. 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.
- O. The minimum lot development standards shall be:
 - 1. For 50-foot lots:
 - a. A maximum of 316 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,700 square feet living area (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,000 square feet.
 - e. Minimum lot width 50 feet
 - f. Minimum lot depth 120 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - 2. For 60-foot lots:
 - a. No less than 155 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,800 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 7,200 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 120 feet
 - g. Minimum building setbacks:

Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.

3. For 70-foot lots:
 - a. No less than 115 lots shall have a minimum lot width of seventy (70) feet.
 - b. Minimum house size: 1,900 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 8,400 square feet.
 - e. Minimum width 70 feet
 - f. Minimum depth 120 feet
 - g. Minimum building setbacks:

Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.

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 as shown on **Exhibit E**, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot wide landscape buffer tract shall be provided along the north, south, east, and west boundaries with plantings as shown in Figure B below.
- C. All landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- D. Each platted single-family residential lot of record shall contain a minimum of one canopy or understory 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.
- E. A split-rail fence or opaque plank fence, of either wood or vinyl/synthetic construction, shall be installed along the north, south, east, and west boundaries.

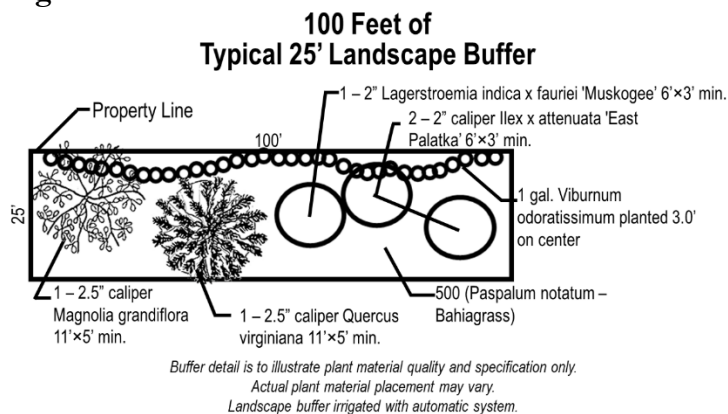
The fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. Acceptable fence samples and placement for the standards herein are shown in **Exhibit F, Conceptual Fence Examples.**

- F. 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.
- G. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- H. Variations to the landscape 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.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of a minimum of one (1) boulevard-style primary access point on CR 48, as reviewed by Lake County Public Works, and/or FDOT as applicable, and as shown on the **Conceptual Development Plan - Exhibit C** and **Representative Road Sections – Exhibit G**, 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. Main access points 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. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- D. Each required primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Access from Number Two Road shall be used for emergency access only and shall be gated in compliance with City of Leesburg emergency regulations.
- F. No full access shall be provided onto Number Two Road.
- G. Alternative designs for signage, ground enclosure support, and bases of monument signs may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- H. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, and amended as needed in the site plan review process, 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. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS of the Code of Ordinances, as amended.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County and FDOT permits, as required, and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the entrance road(s) and all 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 appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines

and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. 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, or 2.7 total acres, whichever is greater.
- B. Recreational requirements shall include at least two (2) primary active recreation areas, with one (1) to include a swimming pool and cabana with onsite parking. Other recreation areas shall include children's playground(s) with equipment, dog park area(s), and gazebos. 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.
 - 1) 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, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
 - 2) A walking/nature trail shall be constructed near the wetlands in the northeast corner of the development, as shown on the attached **Conceptual Site Plan, Exhibit C**.
- 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 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 these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- 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 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 water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

A PARCEL OF LAND IN SECTION 17 AND 20, TOWNSHIP 20 SOUTH RANGE 25 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING A POINT ON THE NORTH LINE OF A 30.00 FEET WIDE INGRESS AND EGRESS EASEMENT, AS RECORDED IN THE OFFICIAL RECORDS BOOK 1967, PAGE 1760, OFFICIAL RECORDS BOOK 2415, PAGE 2361, AND OFFICIAL RECORDS BOOK 4055, PAGE 865 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°11'14" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2,609.35 FEET TO THE EAST RIGHT OF WAY LINE ON NUMBER TWO ROAD, AS MONUMENTED AND OCCUPIED; THENCE RUN ALONG SAID EAST RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 00°44'28" EAST, A DISTANCE OF 1,324.88 FEET; THENCE RUN SOUTH 89°12'30" EAST, A DISTANCE OF 8.43 FEET; THENCE RUN NORTH 01°25'36" EAST, A DISTANCE OF 1113.14 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 840.00 FEET, WITH A CHORD BEARING OF NORTH 09°17'37" WEST, AND A CHORD DISTANCE OF 312.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'25" FOR A DISTANCE OF 314.33 FEET TO A NON TANGENT LINE BEING A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE RUN NORTH 00°55'14" EAST, ALONG SAID WEST LINE A DISTANCE OF 594.12 FEET TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST 450 FEET OF THE SOUTH 990 FEET OF THE WEST QUARTER OF GOVERNMENT LOT 4 OF SAID SECTION 17; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 450.00 FEET TO THE EAST LINE THEREOF; THENCE RUN NORTH 00°55'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 990 FEET OF THE WEST QUARTER OF SAID GOVERNMENT LOT 4; THENCE RUN SOUTH 89°13'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 208.62 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4, THENCE RUN NORTH 00°54'38" EAST ALONG SAID WEST LINE, A DISTANCE OF 333.57 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°49'36" EAST, A DISTANCE OF 658.57 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 00°54'01" EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 425.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO ROAD PLAT BOOK 1, PAGE 5 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 59°25'35" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1,260.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5779.58 FEET, WITH A CHORD BEARING OF SOUTH 60°32'14" EAST, AND A CHORD DISTANCE OF 224.10 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'18" FOR A DISTANCE OF 224.12 FEET TO A NON-TANGENT LINE LYING ON THE WEST RIGHT OF WAY OF TRIMPI ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 718, PAGE 2309 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°52'49" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1,010.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17 AND NORTH LINE OF SAID SECTION 20; THENCE RUN NORTH 89°13'46" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 AND THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1621.98 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°40'59" WEST ALONG THE EAST

LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 329.62 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°39'49" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 662.68 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°12'30" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, ALSO BEING THE SOUTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN NORTH 00°37'29" EAST ALONG THE WEST LINE OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 662.80 TO THE NORTHWEST CORNER OF THE WEST 264 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 89°13'08" EAST ALONG THE NORTH LINE OF THE WEST 264 FEET SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE NORTH LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 659.24 FEET TO THE NORTHEAST CORNER OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE RUN SOUTH 00°35'10 WEST ALONG THE EAST LINE OF THE EAST 396 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 396 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 1988.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 195.60 ACRES MORE OR LESS.

EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES



daly design group
Urban Planners, Landscape Architecture, Project Management
913 N. Pennsylvania Ave, Winter Park FL 32789
www.dalydesign.com



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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 Czeleby 2005. Rendered for the Town of Southampton, NY. Used with permission.



Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence

<https://bespokefence.com/products/vinyl-fences/>



Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products

<https://superiorplasticproducts.com/3-rail-vinyl-fence>

Number 2 Road



Closeup of sign onto Subject Property from Number 2 Road



Looking North along Number 2 Road from Subject Property



Looking East onto Subject Property from Number 2 Road



Looking South along Number 2 Road from Subject Property



Looking West across Number 2 Road from Subject Property

County Road-48



Closeup of sign onto Subject Property from CR-48



Looking North from Subject Property across CR-48



Looking East along CR-48 from Subject Property



Looking South onto Subject Property from CR-48



Looking West along CR-48 from Subject Property

Trimpi Road



Closeup of sign onto Subject Property from Trimpi Road



Looking North along Trimpi Road from Subject Property



Looking East across Trimpi Road from Subject Property



Looking South along Trimpi Road from Subject Property



Looking West onto Subject Property from Trimpi Road

Arrow Lane



Closeup of sign onto Subject Property from Arrow Lane



Looking North Along Arrow Lane from Subject Property



Looking East from Subject Property across Arrow Lane



Looking South onto Subject Property from Arrow Lane



Looking Southwest onto Subject Property from Arrow Lane

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
April 30, 2025

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Better Place Insurance	Working with police dept	Security for Dec 2024	180.00
Jam Entertainment	Sent to Attorney for collection	Security for Nov 18,2023	295.00
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Mosley, Karissa	Sent to Attorney for collection	Security for Mar 16, 2025	782.50
			<u>1,969.49</u>

041 Fund

Pea, Marquise	Sent to Attorney for collection	Damages to City Property	3,963.64
Towler, Ethan	Sent to Attorney for collection	Apprenticeship Reimbursement	12,561.91
			<u>16,525.55</u>

Total 18,495.04

001 FUND TOTAL	\$	1,969.49
042 FUND TOTAL	\$	16,525.55
	\$	<u><u>18,495.04</u></u>

Expected write offs as of April 30, 2025

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2022 and 2023

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2023-2024			
2022-2023	\$ -		
2021-2022	281,753	350,141	68,388
2020-2021	307,042	22,615	(284,427)
2019-2020	284,281	635,544	351,263
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2024 - Month by Month
10/01/23- 09/30/24

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 37,620	4	70
November	48,177	3	104
December	40,391	2	79
January	51,778	2	108
February	79,343	11	89
March	26,916	3	78
April	21,640	2	59
May	30,631	7	65
June	21,116	0	65
July	16,335	0	50
August	19,742	4	62
September	24,913	2	68
Accounts to be written off*	\$ 418,602	40	897
Prior Yr to Date	\$ 159,374	39	956
difference - () negative	\$ (259,228)	(1)	59

Projected
Fiscal year 2025- Month by Month
10/01/24- 09/30/25

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 24,587	3	62	2,165.43	410.84
November	29,713	4	79	532.52	458.07
December	30,263	0	76	705.93	493.40
January	44,737	9	81	277.11	474.28
February	40,176	7	89	3,413.69	469.57
March	25,043	7	57	410.39	329.29
April	46,684	12	95	92.21	363.64
May				526.33	414.55
June				0.00	324.86
July				0.00	326.70
August				315.16	298.09
September				267.91	358.48
Accounts to be written off*	\$ 241,204	42	539		
Prior Yr to Date	\$ 305,865	27	587		
difference - () negative	\$ 64,661	(15)	48		

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
4/30/2025

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE	
POOLED CASH & INVESTMENTS		TOTAL	FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP	
OPERATING CASH		\$90,546,698.27	\$20,005,606.23	\$6,806,357.50	\$ 484,230.53	\$ 66,920.00	\$12,484,312.11	\$ 8,663,172.49	\$ 7,946,557.88	\$ 13,839,695.20	\$ 618,867.66	\$4,703,791.01	\$7,232,797.27	\$ 945,975.12	\$ 6,748,415.27
RESTRICTED CASH															
	CUSTOMER DEPOSITS	6,756,204.89					4,997,360.94	1,030,505.68	717,133.27	1,550.00	9,655.00				
	RENEWL & REPLCMNT	17,708,496.00	680,820.15	41,941.38			1,190,241.54	1,011,392.46	5,833,079.41	7,361,760.05	850,000.00	257.49			738,903.52
	BOND/NOTE SINKING FUND	3,926,305.60		570,808.74			1,154,652.08	42,601.09	459,980.37	1,698,263.32					
	SIGN GRANT & HUD SHIP	172,707.11		172,707.11											
	HWY 441/27 CRA - Restricted Surplus	6,679,000.00				6,079,000.00									
	IMPACT FEES	5,673,750.72													
	OTHER RESTRICTED CASH	8,777,079.23	184,218.61	77,926.68		8,314,160.94			1,846,067.64	3,827,683.08					
	DEVELOPER CONTRIBUTIONS	301,718.92					296,589.52	5,129.40							
	RATE STABILIZATION	2,335,490.00					2,335,490.00								
SUBTOTAL OF RESTRICTED CASH		52,330,752.47	865,138.76	1,463,383.91		14,393,160.94	9,974,334.08	2,089,628.63	8,856,260.69	12,889,256.45	859,655.00	257.49			738,903.52
TOTAL POOLED CASH		\$142,877,450.74	\$ 20,870,744.99	\$ 8,269,741.41	\$ 484,230.53	\$ 14,460,080.94	\$ 22,458,646.19	\$ 10,752,801.12	\$ 16,802,818.57	\$ 26,728,951.65	\$1,478,522.66	\$ 4,704,048.50	\$ 7,232,797.27	\$ 945,975.12	\$ 7,487,318.79
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	1,353,785.28			718,602.67			106,552.83	221,536.30	307,093.48					
SUBTOTAL NON-POOLED CASH		1,353,785.28			718,602.67			106,552.83	221,536.30	307,093.48					
TOTAL POOLED CASH AND INVESTMENT		\$144,231,236.02	\$20,870,744.99	\$ 8,269,741.41	\$1,202,833.20	\$14,460,080.94	\$22,458,646.19	\$10,859,353.95	\$17,024,354.87	\$27,036,045.13	\$1,478,522.66	\$4,704,048.50	\$7,232,797.27	\$945,975.12	\$7,487,318.79

INDIVIDUAL SPECIAL REVENUE FUNDS

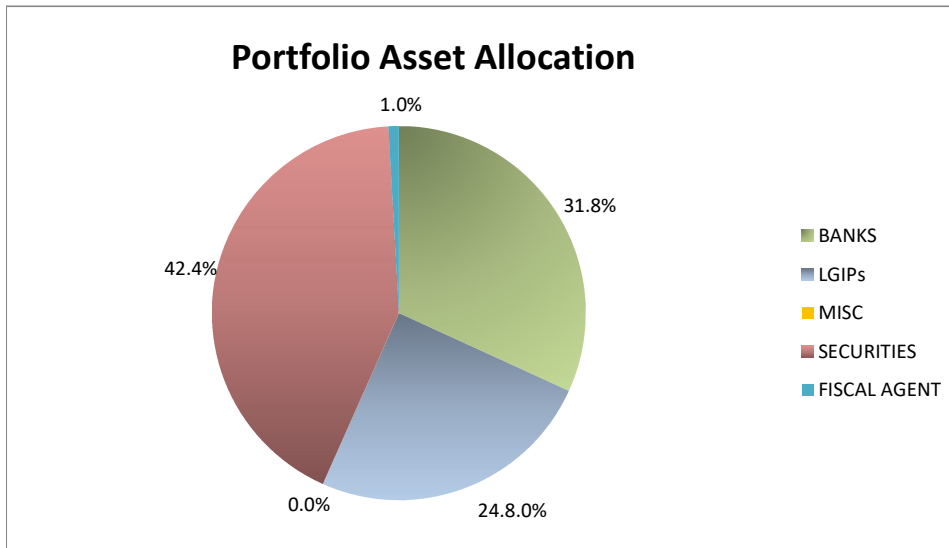
		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
POOLED CASH & INVESTMENTS													
OPERATING CASH		\$ 6,806,357.50	\$ 195,861.29	\$ 515,437.81	\$ 1,191,656.39	\$ 1,098,963.66	\$ 98,378.78	\$ 8,520.15	\$ 2,286,937.34	\$ (148,481.24)	\$ 976,674.90	\$ 395,899.90	\$ 186,508.52
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	77,926.68	77,926.68										
	BONDNOTE SINKING FUND	570,808.74		56,488.00		514,320.74							
	SIGN GRANT	172,707.11		23,475.77	43,869.20	105,362.14							
	R&R / OTHER RESTRICTED	41,941.38	41,941.38										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,463,383.91	\$ 119,868.06	\$ 79,963.77	\$ 43,869.20	\$ 1,219,682.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 8,269,741.41	\$ 315,729.35	\$ 595,401.58	\$ 1,235,525.59	\$ 2,318,646.54	\$ 98,378.78	\$ 8,520.15	\$ 2,286,937.34	\$ (148,481.24)	\$ 976,674.90	\$ 395,899.90	\$ 186,508.52
TOTAL POOLED CASH AND INVESTMENT		\$ 8,269,741.41	\$ 315,729.35	\$ 595,401.58	\$ 1,235,525.59	\$ 2,318,646.54	\$ 98,378.78	\$ 8,520.15	\$ 2,286,937.34	\$ (148,481.24)	\$ 976,674.90	\$ 395,899.90	\$ 186,508.52

INTERNAL SERVICE FUNDS

		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	FLEET MAINTENANCE FUND
POOLED CASH & INVESTMENTS					
OPERATING CASH		\$ 6,748,415.27	\$ 1,266,157.06	\$ 2,883,794.00	\$ 2,598,464.21
RESTRICTED CASH		738,903.52			738,903.52
SUBTOTAL OF RESTRICTED CASH		\$ 738,903.52	\$ -	\$ -	\$ 738,903.52
TOTAL POOLED CASH		\$ 7,487,318.79	\$ 1,266,157.06	\$ 2,883,794.00	\$ 3,337,367.73
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,487,318.79	\$ 1,266,157.06	\$ 2,883,794.00	\$ 3,337,367.73

**CITY OF LEESBURG
INVESTMENT REPORT
4/30/2025**

DESCRIPTION	BALANCE 4/30/2025
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$23,777,236
Southstate Bank - Savings	11,478
Southstate Bank - CD	2,159,280
JP Morgan - CD	5,464,657
Southstate Bank - CD	5,363,516
TD Bank - CD	4,197,759
Seaside Bank	4,437,311
United Southern Bank	521,107
	\$45,932,345
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	8,888,400
FLCLASS	11,271,819
FLPRIME	15,647,105
	35,807,324
US BANK (Fiscal Agent)	1,353,785
CHANDLER ASSET MANAGEMENT (SECURITIES)	61,137,782
	61,137,782
TOTAL INVESTMENTS	144,231,236
MARKET ADJUSTMENT	269,329
TOTAL VALUE OF INVESTMENTS	\$144,500,565



City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of April 1, 2025- April 30, 2025 or 58%

Fund Name	EXPENSES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Expenses	FY 25 Percentage	FY 24 Expenses	FY 24 Percentage
<u>General Fund</u>	39,222,413	22,844,604	58%	20,489,460	57%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	62,405	38%	75,079	52%
Debt Service Fund	1,858,295	1,612,466	87%	1,604,625	93%
Capital Projects Fund	16,061,427	1,169,243	7%	2,002,064	15%
Discretionary Sales Tax	4,084,186	2,375,364	58%	1,723,521	54%
Police Forfeiture Fund	96,979	36,479	0%	51,571	0%
Police Education Fund	-	-	0%	-	0%
Gas Tax	1,161,873	975,561	84%	601,012	60%
Police Impact Fees	1,284,500	658,117	0%	-	0%
Fire Impact Fees	-	-	0%	-	0%
Recreation Impact Fees	500,000	500,000	0%	-	0%
Building Fund	1,736,090	860,012	50%	919,445	50%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,112,826	844,484	76%	751,901	69%
Carver Heights CRA fund	1,479,257	534,220	36%	144,480	14%
Highway 27/441 CRA fund	7,261,062	6,205,979	85%	155,634	6%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	3,510,823	974,199	28%	841,529	25%
Electric Utility Fund	78,001,350	38,939,671	50%	36,430,117	40%
Gas Utility Fund	16,229,168	6,986,864	43%	5,615,434	38%
Water Utility Fund	18,835,650	5,636,486	30%	5,466,430	28%
Wastewater Utility Fund	39,744,576	8,582,864	22%	7,895,004	12%
Solid Waste Utility Fund	5,595,202	3,954,821	71%	3,073,085	59%
Airport Fund	12,753,540	2,020,609	16%	1,976,045	19%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	5,092,234	66%	4,385,134	55%
Workers Comp Insurance Fund	1,375,902	432,952	31%	504,878	40%
Fleet Maintenance Fund	6,079,459	2,332,064	38%	2,038,778	39%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	1,322,548	45%	854,386	32%
Fire Retirement Trust Fund	2,076,988	1,088,533	52%	894,444	48%
General Employees Trust Fund	3,350,000	1,964,220	59%	1,818,010	57%
Total All Funds	274,151,113	118,006,999	43%	100,312,066	34%

274,151,113

-

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of April 1, 2025- April 30, 2025 or 58%

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 25 Adjusted Budget	FY 25 Revenue	FY 25 Percentage	FY 24 Revenue	FY 24 Percentage
<u>General Fund</u>	37,550,474	25,938,662	69%	22,780,637	66%
<u>Special Revenue Fund</u>					
Housing Assistance	162,750	85,753	53%	71,656	60%
Debt Service Fund	1,858,295	1,728,299	93%	1,720,523	100%
Capital Projects Fund	12,133,766	9,771,554	81%	3,241,676	43%
Discretionary Sales Tax	3,640,000	1,645,784	45%	1,600,191	52%
Police Forfeiture Fund	-	2,722	0%	3,158	0%
Police Education Fund	-	3,195	0%	2,801	0%
Gas Tax	962,500	497,239	52%	458,187	51%
Police Impact Fees	-	114,597	0%	178,447	0%
Fire Impact Fees	-	93,863	0%	54,083	0%
Recreation Impact Fees	-	144,174	0%	71,167	0%
Building Fund	1,031,000	683,222	66%	659,211	62%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	1,087,613	1,027,667	94%	947,209	103%
Carver Heights CRA fund	1,125,385	1,091,791	97%	773,049	84%
Highway 27/441 CRA fund	3,076,700	3,043,054	99%	2,396,915	103%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,324,873	1,300,255	56%	1,120,955	48%
Electric Utility Fund	75,761,310	42,611,477	56%	36,662,790	41%
Gas Utility Fund	14,096,827	9,777,500	69%	7,496,003	57%
Water Utility Fund	12,373,381	7,397,870	60%	6,773,859	59%
Wastewater Utility Fund	18,658,395	10,470,860	56%	10,260,753	62%
Solid Waste Utility Fund	5,589,302	3,196,485	57%	3,013,038	58%
Airport Fund	11,268,309	4,748,496	42%	1,155,173	12%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,668,154	4,578,360	60%	3,928,635	49%
Workers Comp Insurance Fund	1,375,902	1,136,077	83%	826,105	66%
Fleet Maintenance Fund	4,606,801	2,358,310	51%	1,839,619	46%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,908,643	496,741	17%	2,900,041	110%
Fire Retirement Trust Fund	2,076,988	855,419	41%	3,372,717	182%
General Employees Trust Fund	3,350,000	310,992	9%	4,502,331	141%
Use of Fund Balance (Various funds)	49,463,745				
Total All Funds	274,151,113	135,110,418	60%	118,810,929	54%