

**AGENDA**  
**CITY COMMISSION MEETING**  
**CITY HALL, 501 W MEADOW STREET**  
**MONDAY, NOVEMBER 10, 2025 5:30 PM**

**1. CALL TO ORDER**

**INVOCATION**

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

**2. PROCLAMATIONS:**

**A. None**

**3. PRESENTATIONS:**

**A. None**

**4. PUBLIC COMMENTS:**

**This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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. Regular meeting held October 27, 2025**

**B. PURCHASING ITEMS:**

1. **Purchase request for four (4) Ford Interceptor Utility AWD vehicles in the total amount of \$174,172.00 from Bozard Ford, contract holder for the Florida Sheriffs Association light vehicle, contract FSA 24-VEL-32.**
2. **Purchase request to approve the purchase of services for Fiscal Year 2026 with Compost USA of Sumter County for sludge hauling services, in the total amount of \$260,000.00.**
3. **Requesting approval to purchase Odor and Corrosion Control Services from Evoqua Water Technologies LLC, in the total amount of \$87,992.00, contract holder of Lee County Commissioners Contract No. RFP240129DJN.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2025-26 with Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Arts Center, Leesburg Yellow Jacket Booster Club, Inc. and Leesburg Yellow Jacket Booster Club, Inc (for Leesburg High School Band); and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction services agreement with Mark Cook Builders, Inc., for the Air Traffic Control Tower Rehabilitation project at the Leesburg International Airport; 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 596.29 +/- acres; and being generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, 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. (Oak Ridge ANNX)

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 596.29 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge LSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 596.29 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached units, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge PUD)**
4. **An Ordinance of the City of Leesburg, Florida, amending the boundaries and changing the name of the Grace Key Groves Community Development District established pursuant to Ordinance 24-33, to 'Grace Groves CDD'; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Grace Groves)**

**B. FIRST READING OF ORDINANCES:**

1. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 103.14 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for 294 single-family detached units, consisting of 241 50' lots and 53 60' lots, for a property generally located east of County Road 48 and north of North Austin Merritt Road, lying in Section 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Banning 5 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. None**

**8. CITY ATTORNEY ITEMS:**

**9. CITY MANAGER ITEMS:**

**10. ROLL CALL:**

**11. ADJOURN:**

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

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

**AGENDA MINUTES  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, OCTOBER 27, 2025 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a regular meeting on Monday, October 27, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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

**INVOCATION**

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

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

**2. PROCLAMATIONS:**

**A. NONE**

**3. PRESENTATIONS:**

**A. NONE**

**4. PUBLIC COMMENTS:**

**This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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!**

There were no public comments offered.

**5. CONSENT AGENDA:**

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

**Items pulled for discussion:**

5.C.1 - Review the Annual Report for School Zone Speed Detection Systems from October 1, 2024, through June 30, 2025.

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.1, and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

**A. CITY COMMISSION MEETING MINUTES:**

**1. Regular Meeting held October 13, 2025**

**B. PURCHASING ITEMS:**

- 1. Requesting approval to purchase Aquatic Vegetation Management Services from Professional Waterfront Cleanup and Removal, LLC, in the total amount of \$80,494.92.**
- 2. Requesting approval to purchase two (2) 2025 Ford F-150 XL Super Crew Cab 2WD vehicles in the total amount of \$87,848.00 from Duval Ford, contract holder under the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment One to an existing contract with Bulldog Sitework; and providing an effective date.**

**ADOPTED RESOLUTION 12,146**

4. **Requesting approval to purchase two (2) Ford F-150 XL Super Cab vehicles from Duval Ford in the total amount of \$84,816.00, utilizing the Florida Sheriffs Association Light Vehicle Contract FSA 24-VEL-32.**
5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Landscape Maintenance Services Agreement with Brightview Landscape Service, Inc. for the landscape maintenance services along U.S. Highway 441; and providing an effective date.**

**ADOPTED RESOLUTION 12,147**

6. **Purchase request for two (2) Ford F-250 Super Cab 4x4 vehicles to replace units 779 (2005) and 780 (2005) in the total amount of \$133,108.00 from Duval Ford, contract holder for the Florida Sheriffs Association contract FSA 24-VEL-32.**

**C. RESOLUTIONS:**

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to review the annual report for School Zone Speed Detection Systems from October 1, 2024, through June 30, 2025, as required by Florida State Statute 316.0776(3)(c); and providing an effective date.**

**ADOPTED RESOLUTION 12,148**

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

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

Mayor Reisman requested comments from the Commission and the audience.

Police Chief (PC), Joe Iozzi, explained that there was a statutory requirement for school zone speed cameras, which requires some of the data collected to be read aloud. The data he will go through runs from October 1, 2024, through June 30, 2025. During that time period, they issued 19,662 citations, 13,096 citations that have been paid to date and 6,330 citations are still pending. There were 160 contested citations, and of those, 61 were upheld and 15 were dismissed. To date, they have not had any actual uniform traffic citations issued as a result of a pending citation for the civil school zone ticket.

As far as the money goes, the total payments received was \$1,276,576.22, which resulted from 12,872 paid citations. Of that, the State of Florida received 23%, which was \$294,177.65. The school district

received 12%, which was \$153,483.98, and the school crossing guards received 5%, which was \$63,951.67. The net to the city was \$360,952.12 and back to the company (Altumint), who picked up all the costs for the program, was \$406,467.80.

Personnel expenses for managing the program and other miscellaneous expenses were \$11,858.12. Professional services cover the cost of the hearings for when people contest the citations, and that was \$1,940. Operating supplies were \$163.10, the crossing guard safety program, along with some other safety items required by state statute to be spent, were \$28,128, which went to re-stripping the school zones to make them more visible, and putting new lights in nineteen of the school zones. That total expenditure was \$42,089.22. **Mayor Reisman** asked if there were any questions for the police chief.

Commissioner Berry asked if he could repeat the total amount. **PC Iozzi** answered that it was \$1,276,576.22. **Commissioner Pederson** pointed out that the program was working because it has slowed people down. During the first thirty-day warning period, he received a friendly notice. He was not ticketed, but it had slowed him down when driving through school zones. **PC Iozzi** added that it does seem to have that desired effect. **Commissioner Pederson** said he used to see people speeding through them, but he does not see that happening anymore. **Commissioner Berry** wanted to know how the school guards' funds were distributed. How was that money distributed to all the schools? **PC Iozzi** replied that the school board gets their percentage and then the school crossing guards get 5% of all the proceeds. Since starting this, they have been able to contract with a company to manage the school crossing guard program for the city. **Mayor Reisman** stated that he spoke with the chairperson of the school board, Tyler Brandeburg, who said the school has not spent any of their money, because they were looking at different safety options to spend it on in the Leesburg schools. **Mayor Reisman** asked if there were any other questions or comments from the commission or the audience. There were none.

The roll call vote was:

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

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

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Renewal Lease Agreement between the City of Leesburg and Mid Florida Chapter 534 Experimental Aircraft Association; and providing an effective date.**

#### **ADOPTED RESOLUTION 12,149**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Public Transportation Grant Agreement (PTGA) FM No. 457808-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the purpose of obtaining funding for the Taxiway Delta, A1, A2, & A3 Construction project at the Leesburg International Airport; and providing an effective date.**

**ADOPTED RESOLUTION 12,150**

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction services agreement with Ranger Construction Industries, Inc., for the Taxiway Delta, A1, A2, & A3 Construction project at the Leesburg International Airport; and providing an effective date.

**ADOPTED RESOLUTION 12,151**

5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc., for construction oversight services, for the Taxiway Delta, A1, A2, & A3 Construction project at the Leesburg International Airport; and providing an effective date.

**ADOPTED RESOLUTION 12,152**

6. Resolution of the City Commission of the City of Leesburg, Florida, reappointing Vickie Lingerfelt to the Leesburg Historic Preservation Board; and providing an effective date.

**ADOPTED RESOLUTION 12,153**

7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing amendments to Personnel Policy 530 to reflect changes to the Cell Phone Stipend Program; and providing an effective date.

**ADOPTED RESOLUTION 12,154**

8. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from The Principal Property Partners, LLC, joined by United Community Bank; and providing an effective date.

**ADOPTED RESOLUTION 12,155**

9. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement between the City of Leesburg and Wire 3, regarding as-needed locating services for City-owned utility infrastructure; and providing an effective date.

**ADOPTED RESOLUTION 12,156**

10. Resolution of the City Commission of the City of Leesburg, Florida,

approving and authorizing execution of an Encroachment Agreement with Duke Energy Florida, LLC., relating to installation, operation, maintenance and repair of certain municipal utility equipment and facilities within an easement area shared with Duke Energy Florida, LLC.; and providing for an effective date.

**ADOPTED RESOLUTION 12,157**

11. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Susan Street Sponsorship agreement with Sellar, Sewell, Russ, Saylor and Johnson, P.A.; and providing an effective date.

**ADOPTED RESOLUTION 12,158**

12. Resolution of the City Commission of the City of Leesburg, Florida approving the release of the City of Leesburg's statutorily reserved interests in phosphate, minerals, metals, and petroleum in, on, or under certain property previously conveyed by the City to Walling Enterprises, Inc; authorizing the Mayor and City Clerk to execute any and all instruments necessary to release such reserved interests; and providing an effective date.

**ADOPTED RESOLUTION 12,159**

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. NONE
  - B. **FIRST READING OF ORDINANCES:**
    1. An Ordinance of the City of Leesburg, Florida, amending the boundaries and changing the name of the Grace Key Groves Community Development District established pursuant to Ordinance 24-33, to 'Grace Groves CDD'; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Grace Groves)

Mayor Reisman asked the city attorney to perform the swearing-in. City Attorney (CA), Jennifer Cotch, asked anyone wishing to provide testimony on the Grace Groves CDD, to stand and raise their



right hand. She swore them in.

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Burry wanted to confirm that they were just adding the additional acres that they annexed into the CDD. **PZD Miller** agreed. They were just adding thirty-nine acres to it and that is all they are doing. **Mayor Reisman** asked if there were any other comments from the commission or the audience. There were none. He stated this item would lay over until the November 10th city commission meeting.

**C. NON-ROUTINE ITEMS:**

**1. NONE**

**7. INFORMATIONAL REPORTS:**

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

**A. NONE**

**8. CITY ATTORNEY ITEMS:**

**CA Cotch** had no items to address.

**9. CITY MANAGER ITEMS:**

**CM Minner** had no items to report on.

**10. ROLL CALL:**

**Commissioner Pederson** had no comment.

**Commissioner Berry** had no further comment.

**Commissioner Connell** had nothing to comment on.

**Commissioner Burry** wanted to know if the city received any further clarification over the last two weeks with regard to the letter they received from the Board of County Commissioners about CR 48 and their opposition to the annexation of Oakridge. **CM Minner** replied that they have not heard anything formally from the BOCC or county staff. He emailed a letter, but he did not remember if he copied the commission on it. However, if they wanted to see that letter, he could send it to them. However, he has not heard back from the county. He has spoken ad nauseam about this with the city attorney, and they are both of the opinion that we are on solid ground to move forward with the annexation based on how they

understand it, which is that CR 48 is exempt from the ISBA. The reason they believe it is ostensibly exempt from the ISBA is because over 50% of the road frontage of CR 48 was already in existence in the city limits which was done prior to the 2013 ISBA. Therefore, they believe that is why the agreement was quiet, and they believe that to be a justifiable opinion. They expressed their opinion to the county prior to their BOCC letter when they were discussing which roads needed to be taken over pursuant to the ISBA agreement. At the last meeting they dealt with which roads, and we jointly agreed on it, and, at that time, they did not think there were other roads that were outstanding. He wanted to let them know that the counsel for the developer also submitted a letter to the county with regard to their review of the ISBA, and they also do not agree with the BOCC's interpretation. The developer's attorney's reasons were pretty similar to ours and that is that the road frontage was already annexed prior to the ISBA and that the agreement was quiet. There is some interesting language because the agreement talks and contemplates when the city takes things over, that we accept maintenance. It does not say anything about the city widening or increasing road capacity in the agreement. With that portion of the agreement, the developer's attorney delved into a little bit more than we did. Long story short, on a staff level, barring anything that may come from the county between now and the second reading on November 10th, he would recommend that they move forward accordingly. That may or may not include some type of challenge from the county post facto pending whatever information they may or may not submit to the city prior to November 10th. However, it has been requested, and we have discussed it in detail on our side. **Commissioner Pederson** asked when he referred to the developers' counsel. Was that Lowdens? **CM Minner** agreed. **Commissioner Burry** added that when they received that letter it specifically said that the Board of County Commissioners were opposed to our annexation. However, he did not see that discussed during their meeting for when they all came out with that opposition agreement. **CM Minner** said the only thing he would add, and with all due respect to the county attorney, we have a little bit of an ambiguous written response and our city attorney submitted to the county attorney, Melanie Marsh, our interpretation, but her interpretation was that if we annexed over 50% of the road frontage, then we would drift the threshold. However, there is a little bit more to it than that, but he would leave it there.

**Mayor Reisman** pointed out that this past Saturday the Leesburg Special Events held their Trick-or-Treat on Main Street. Last year we had about 9,000 people downtown, and this year was even busier. He is excited to see those numbers when they come out. Then this Saturday, November 1st, is "Burn n Burg", which is the Chamber's Chili Cookoff downtown. Then on November 8th they will have the Veterans Day parade.

**11. ADJOURN:**

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

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

With a motion by Commissioner Pederson and a second by Commissioner Burry, the meeting adjourned at 5:43 p.m.

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** November 10, 2025

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

**Subject:** Purchase request for four (4) Ford Interceptor Utility AWD vehicles in the total amount of \$174,172.00 from **Bozard Ford**, contract holder for the Florida Sheriffs Association light vehicle, contract FSA 24-VEL-32.

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### Staff Recommendation:

Staff recommends awarding approval of purchase for four (4) Ford Interceptor Utility AWD from Bozard Ford, for the Police Department. These vehicles will be replacing units 8138 (2015), 8144 (2016), 8146 (2016) and 8154 (2017).

### Analysis:

This purchase is necessary to support ongoing operations and ensure reliable transportation for the Police Department. The new vehicles will enhance operational efficiency and reduce maintenance costs associated with the aging units being replaced.

### Procurement Analysis:

The City is utilizing a piggyback procurement method through an existing competitively awarded contract with the Florida Sheriffs Association (Contract FSA 24-VEL-32). A formal quote was obtained from Bozard Ford in accordance with this agreement. This approach complies with procurement guidelines and ensures competitive pricing.

### Options:

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

### Fiscal Impact:

The current Fleet Capital Projects budget includes funds to replace these four (4) Police vehicles.

|             |                                       |
|-------------|---------------------------------------|
| Account No. | 510-5199-519-6413                     |
| Project No. | FLEET                                 |
| WF No.      | WF1677123, 1677124, 1677127 & 1677129 |
| Requisition | 58017                                 |
| Budget      | \$272,000.00                          |
| Available   | \$272,000.00                          |





10/9/2025

Jacob Kent  
Fleet Manager  
City of Leesburg

Hi Jacob

Bozard Ford is pleased to submit the following quote based on Contract FSA25-VEL33.0

|          |                                                                 |             |
|----------|-----------------------------------------------------------------|-------------|
| ITEM#250 | FORD INTERCEPTOR UTILITY AWD 3.3L GAS K8A                       | \$43,693.00 |
| YZ/9W    | OXFORD WHITE EXTERIOR/ CLOTH BUCKET SEATS W/VINYL<br>REAR SEATS | STD         |
| 99B/44U  | 3.3L V6 ENGINE/10SPD AUTO TRANS                                 | STD         |
| D-51R    | DELETE DRIVER SID LED SPOT LIGHT                                | (\$150.00)  |

|                                    |             |
|------------------------------------|-------------|
| Total                              | \$43,543.00 |
| TOTAL FOR THREE VEHICLES \$130,629 |             |

Sincerely,

*Jeff Young*  
Government Fleet Account Manager



10/9/2025

Jacob Kent  
Fleet Manager  
City of Leesburg

Hi Jacob

Bozard Ford is pleased to submit the following quote based on Contract FSA25-VEL33.0

|          |                                                                 |             |
|----------|-----------------------------------------------------------------|-------------|
| ITEM#250 | FORD INTERCEPTOR UTILITY AWD 3.3L GAS K8A                       | \$43,693.00 |
| YZ/FW    | OXFORD WHITE EXTERIOR/ CLOTH BUCKET SEATS W/CLOTH<br>REAR SEATS | STD         |
| 99B/44U  | 3.3L V6 ENGINE/10SPD AUTO TRANS                                 | STD         |
| D-51R    | DELETE DRIVER SID LED SPOT LIGHT                                | (\$150.00)  |

|              |                    |
|--------------|--------------------|
| <b>Total</b> | <b>\$43,543.00</b> |
|--------------|--------------------|

Sincerely,

*Jeff Young*  
Government Fleet Account Manager

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** November 10, 2025

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

**Subject:** Purchase request to approve the purchase of services for Fiscal Year 2026 with Compost USA of Sumter County for sludge hauling services, in the total amount of \$260,000.00.

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### **Staff Recommendation:**

Staff recommends approval of purchase of services for sludge hauling services with Compost USA of Sumter County, in the total amount of \$260,000.00.

### **Analysis:**

This resolution authorizes continued use of the existing service agreement with Compost USA of Sumter County for Fiscal Year 2026. The contractor provides sludge hauling services at the Canal Street and Turnpike wastewater treatment facilities. Approval of this resolution will ensure uninterrupted operations at both locations.

### **Procurement Analysis:**

On September 25, 2023, the City of Leesburg entered into a Fixed Unit Price Agreement with Compost USA of Sumter County for the supply and delivery of sludge hauling services. The current resolution will extend this agreement under the same terms and conditions for an additional one-year term. Continuing the established contract maintains cost stability and operational continuity without the need to rebid or renegotiate pricing.

### **Options:**

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

### **Fiscal Impact:**

Funds for this expense are included in the Wastewater operating budget.

## **FIXED UNIT PRICE AGREEMENT**

**THIS AGREEMENT** is made as of the 25th day of September in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, (CITY) whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630, and **COMPOST USA** (CONTRACTOR) whose address is 1650 CR470W, Oklahoma, Florida 34762.

**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.** This Contract Documents consist of:
  - a. This Agreement; and
  - b. The CONTRACTOR'S electronic response to Invitation for Bid (IFB) 231601 – Biosolids Cake Disposal incorporated as Attachment 'A'.
  - c. Invitation for Bid (IFB) 231601 – Biosolids Cake Disposal Scope of Work incorporated as Attachment 'B'.

2. **Supplies or Services.** The CONTRACTOR shall furnish bio-solids disposal services. The prices of the services shall not exceed those stated in ATTACHMENT 'A' except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for the same or similar work.

- a. **Additional Services** – The CONTRACTOR, when requested by the CITY, may provide services not specifically listed in the Contract Documents but are considered to be similar services that could be provided under this Agreement. Additional Services shall be considered off contract and the CONTRACTOR will provide the CITY a cost proposal prior to work beginning. The City representative must approve proceeding with the Additional Services.

3. **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.

4. **Term of Agreement.** The initial term of this Agreement shall commence on the date of execution and be effective through September 30, 2026 and includes an option to renew the agreement for an additional period not to exceed an aggregate of three (3) additional years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY.



5. **Payment.** All invoices shall contain the purchase order number, date and location of delivery provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the delivery by the appropriate CITY representative. Failure to submitted invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

6. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the term of this Agreement at the unit price stated in Attachment 'A'. The Unit Price for the Services will not exceed this amount unless the CITY has executed an Amendment to the Agreement approving an increase. Said price includes all labor, equipment, materials, and delivery.

7. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

8. **Termination of Agreement**

- a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. 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.
- b. **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.

9. **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.

10. **Non-appropriation.** The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources another than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- a. A non-appropriation has occurred, and
- b. The CITY has provided the CONTRACTOR with written notice of termination, not less than fifteen (15) days before the proposed termination date. Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

11. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least “A.”
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are

required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.

- d. 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.
- e. 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.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. 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.
- i. Except for works' 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.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**  
**Attention: Purchasing Manager**  
**P.O. Box 490630**  
**Leesburg, Florida 34749-0630**

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. 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).
- i. **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 coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

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.

- ii. **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.
- iii. **Worker's 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. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

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

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers,

agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

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

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

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

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

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal



business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

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

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

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

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

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

20. **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.

21. **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.

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

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

24. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be Tony Simon. The primary contact person under this Agreement for the CITY shall be Rick Harris, Plant Manager.

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

26. **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.

27. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possessions of such property by the ONTRACTOR, 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 judgements which may issue thereon.

28. **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, and 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.

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

30. **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.

31. **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.

32. **Use by Other Entities (Piggyback).** This Agreement is intended to apply for the benefit of governmental entities as though they were expressly named throughout the Contract Documents. Each entity may purchase from the CONTRACTOR under the same terms and conditions of the Agreement with the City of Leesburg, in accordance with each entity's respective laws and regulations. Individual using entities will be responsible for their product ordering and payment of invoices.

*[Signature page follows.]*

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

**COMPOST USA**

Tony Simon  
Tony Simon (Sep 14, 2023 13:17 EDT)

General Manager

Title

**THE CITY OF LEESBURG, FLORIDA**

James A. Burry Jr.  
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis  
J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson  
William Watson, City Attorney

# ATTACHMENT 'A'

City of Leesburg, Florida  
IFB 231601- Biosolids Cake Disposal

## SCHEDULE OF BID ITEMS

Your Bid MUST BE submitted on this form. Double check the Bid prices.  
Amounts cannot be changed following the Bid due date and time.

Vendor Name: Compost USA

| Group 1 - CITY PROVIDES TRANSPORTATION – DISPOSAL ONLY                                                          |                                                                  |       |      |            |                                 |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------|------|------------|---------------------------------|
| ITEM NO.                                                                                                        | ITEM DESCRIPTION                                                 | QTY*  | UNIT | UNIT PRICE | EXT PRICE<br>(QTY x UNIT PRICE) |
| G1.1                                                                                                            | Dewatered Bio-Solids Disposal – Treated to Class B Level         | 8,000 | TON  | \$ 36.00   | \$ 288,000.00                   |
| <b>TOTAL BASE BID AMOUNT</b>                                                                                    |                                                                  |       |      |            | <b>\$ 288,000.00</b>            |
| <b>Alternate Item</b><br>The City requests a price for disposal of Cake <b>NOT</b> stabilized to Class B Level. |                                                                  |       |      |            |                                 |
| AG1.1                                                                                                           | Dewatered Bio-Solids Disposal – <b>NOT</b> Stabilized to Class B | 1     | TON  | \$ 36.00   | \$ 36.00                        |

\* Estimated Annual Quantity (used for informational purposes only)

Physical Address of disposal facility for delivery:

835 CR529  
Lake Panasoffkee, FL 33538

| Group 2 - CONTRACTOR PROVIDES TRANSPORTATION & DISPOSAL                                                                                                   |                                                                               |       |      |            |                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------|------|------------|---------------------------------|
| ITEM NO.                                                                                                                                                  | ITEM DESCRIPTION                                                              | QTY*  | UNIT | UNIT PRICE | EXT PRICE<br>(QTY x UNIT PRICE) |
| G2.1                                                                                                                                                      | Dewatered Bio-Solids Hauling & Disposal – Treated to Class B Level            | 8,000 | TON  | \$ 66.00   | \$ 528,000.00                   |
| <b>TOTAL BASE BID AMOUNT</b>                                                                                                                              |                                                                               |       |      |            | <b>\$528,000.00</b>             |
| <b>Alternate Item</b> <div>22 Wet Ton Minimum Billing</div> The City requests a price for hauling & disposal of Cake <b>NOT</b> treated to Class B Level. |                                                                               |       |      |            |                                 |
| AG2.2                                                                                                                                                     | Dewatered Bio-Solids Hauling & Disposal – <b>NOT</b> Treated to Class B Level | 1     | TON  | \$ 66.00   | \$ 66.00                        |

22 Wet Ton Minimum Billing

EPA Identification Number: FDEP #FLA841692

WACS ID #98865

## ATTACHMENT 'B'

### SCOPE OF WORK / SPECIFICATIONS

#### SW-1. **BACKGROUND**

The City of Leesburg is seeking to establish a contract for the disposal of bio-solids (cake). The City has installed Belt Filter Press Dewatering facilities at the Canal Street Wastewater Treatment Plant and the Turnpike Wastewater Treatment Plant. The City anticipates generating an estimated up to 5,800 cubic yards annually of bio-solids as dewatered cake. The City has contracted for this service in the past and plans to continue this service. As the population of the City increases, so do the demands on the City's wastewater treatment facilities to process and dispose of Biosolids.

#### SW-2. **DESCRIPTION OF WASTE**

The City's bio-solids (cake) are currently processed to a stabilized Class B rating that meets all related regulations as stated in 40 CFR 503.1 - 503.48. (This is the current rate of stabilization for our bio-solids. We would hope to have under contract a company that does not require the pressed cake to be previously stabilized to a Class B product. If so, this will reduce the cost at the plant to stabilize the bio-solids prior to pressing it into a cake.)

The City is requesting pricing for bio-solids disposal not stabilized to a Class B rating. Bidders shall provide a price for both Class B stabilization and not Class B stabilization.

#### SW-3. **MATERIAL STABILIZATION LEVEL**

The City currently treats the bio-solid waste to a Class B level. The City may choose to reduce the level of stabilization to less than Class B at any time during the term of the Contract.

The City shall provide 30-days advance notice if the stabilization level is reduced. The vendors quoted unit price for the lower level of stabilization will become effective on the first delivery of bio-solids stabilized to the lower level.

#### SW-4. **MATERIAL TESTING**

The City shall be responsible for the testing of all material to be disposed. Testing shall be done in accordance with applicable regulations and standards.

#### SW-5. **SCOPE OF SERVICES – GROUP 1 - CITY DELIVERY**

- 5.1. **Delivery** - The City shall deliver bio-solids to awarded Contractors facility provided it is within a 50-mile radius of the Wastewater Treatment Facilities (WWTF) at 620 North Canal Street, Leesburg, Florida 34748 or at 1600 CR470, Okahumpka, FL 34762. The following specifications shall apply to City delivery of Cake. Contractor shall provide facility address on the Schedule of Bid Items form.
- 5.2. **Material and Weighing** – City shall be responsible for transportation and all related costs of transportation to the Contractors designated facility.
  - 5.2.1. City shall be responsible for weighing the load at a certified scale prior to delivery and shall provide Contractor with a weigh certificate at time of delivery. Any discrepancy in the weight of the material must be claimed by the Contractor at the time of delivery; or
  - 5.2.2. City shall weigh the load at the Contractors facility on their scale. Contractor shall provide scale certification annually to the City upon request.

- 5.3. **Deliveries** – Delivery by the City shall occur only on days between the hours of 7:00 AM and 4:00 PM. Which may exclude all City holidays.

**SW-6. SCOPE OF SERVICES – GROUP 2 - CONTRACTOR HAULING**

- 6.1. **Pick up Location** - 608 N. Canal Street, Leesburg, Florida 34748 or 1600 CR470, Okahumpka, FL 34762.
- 6.2. **Material and Weighing**
- 6.2.1. Contractor shall provide a trailer to remain on-site to collect the bio-solids.
  - 6.2.2. Trailer will be loaded by City employees with City equipment.
  - 6.2.3. Contractor is responsible for weighing the bio-solids removed from the WWTF using a certified scale.
- 6.3. **Scheduling and Pick Up**
- 6.3.1. The City will contact the Contractor when pick up is needed.
  - 6.3.2. Pickup shall occur on days between the hours of 7:00 AM through 3:00 PM.
  - 6.3.3. Contractor shall notify the City representative immediately whenever situations develop that would interfere with the scheduled pick up. Under no circumstances shall the scheduled removal be delayed more than forty-eight (48) hours.
  - 6.3.4. The Contractor shall coordinate its activities in the performance of this Contract with the activities of the City.
- 6.4. **Equipment** – All equipment used for this award shall be in good working condition and free of any fluid leaks.
- 6.5. **Regulatory Requirements and Safety**
- 6.5.1. Contractor shall comply with laws and regulations set forth by federal, state and local regulatory agencies. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, FDOT – Florida Department of Transportation, and FDEP – Florida Department of Environmental Protection. The Contractor is responsible for handling, transportation, and disposal of materials that have been picked up from the City.
  - 6.5.2. The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of the Contract. Contractor shall comply with all applicable OSHA and State of Florida Safety Regulations.
- 6.6. **Spill Response and Planning**
- 6.6.1. Contractor shall be responsible for the proper cleanup and removal of any spilled material during the removal and disposal operations detailed within this solicitation. Any spillage, accidental or otherwise, which occurs at the WWTF or outside of the WWTF, shall be the responsibility, including all related costs, of the Contractor to completely remove and report to the proper agencies and the City in a timely manner. Containment and proper clean up shall be performed by the Contractor immediately at the time of the spill.
  - 6.6.2. The Contractor shall prepare a Spill Response Plan which addresses procedures and areas of responsibility:
  - 6.6.3. All vehicle exteriors shall be free of bio-solids prior to transporting to and from hauling destinations.
  - 6.6.4. All small and incidental spillage shall be cleaned up immediately by the Contractors personnel.
  - 6.6.5. An equipment list shall be included in the Spill Response Plan.

- 6.6.6. The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the cleanup when necessary.
- 6.6.7. Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.
- 6.7. **Repair of Damages** – Any damages caused to City property and equipment by the Contractor shall be corrected as soon as possible by the Contractor at Contractor expense.

**SW-7. ADDITIONAL COSTS**

The City shall pay no additional costs above the unit price in the Contract. Contractors quoted unit price shall include all costs related to disposal and process.

**SW-8. REPORTING**

- 8.1. The Contractor shall maintain records of material removal, transport, and disposal in accordance with requirements of federal, state and local regulatory agencies. Each load of residuals removed shall have its own Chain of Custody (Manifest). Contractor will send the City all manifests and reports required by the City.
- 8.2. Land application field reports are to be submitted to the designated City Representative within 45 days of completion of land application at each particular field. These reports are to include the dates of application, field location, map of the field land applied, area of the field in acres, and amount of bio-solids applied in wet tons, as well as daily weigh scale tickets.
- 8.3. Contractor is responsible for submitting any documentation that is required by law to the FDEP and any other authority in the area where land application is taking place. Copies of these reports must also be submitted to the designated City Representative. The annual Sludge Management Report will be prepared and submitted by the City.
- 8.4. Contractor will be responsible for responding to complaints as a result of their activities directly relating to land application, including the transport of bio-solids off-site.

**SW-9. QUALIFICATIONS, EXPERIENCE AND REQUIREMENTS**

- 1.1. Contractor shall:
  - 1.1.1. Be an established contractor, having at least three (3) years of experience in collection, handling, transportation, and disposing of wastewater bio-solids material as specified in this solicitation.
  - 1.1.2. Provide all necessary permits and licenses as well as its valid United States EPA identification number.
  - 1.1.3. Provide a list of any past notices of violations it received from the EPA or any state or local regulatory agency within the last three (3) years and a brief description of when, where, and what the violation entailed. See Exhibit A.
  - 1.1.4. List any subcontractors to be used and describe the specific activities for which they are to be used in the Sub-Contractor Listing Form.
  - 1.1.5. Maintain Insurance meeting the coverage requirements and limits as listed in the Contract.

[END OF SCOPE OF WORK/SPECIFICATIONS]



# Agreement\_Compost USA

Final Audit Report

2023-09-14

|                 |                                               |
|-----------------|-----------------------------------------------|
| Created:        | 2023-09-11                                    |
| By:             | Maria Hritz (maria.hritz@leesburgflorida.gov) |
| Status:         | Signed                                        |
| Transaction ID: | CBJCHBCAABAAIQAz7gx7iJLybq8UCIAb912naCre8NKz  |

## "Agreement\_Compost USA" History

-  Document created by Maria Hritz (maria.hritz@leesburgflorida.gov)  
2023-09-11 - 6:14:51 PM GMT
-  Document emailed to tonys@compostusa.net for signature  
2023-09-11 - 6:17:27 PM GMT
-  Email viewed by tonys@compostusa.net  
2023-09-11 - 9:15:59 PM GMT
-  Signer tonys@compostusa.net entered name at signing as Tony Simon  
2023-09-14 - 5:17:35 PM GMT
-  Document e-signed by Tony Simon (tonys@compostusa.net)  
Signature Date: 2023-09-14 - 5:17:37 PM GMT - Time Source: server
-  Agreement completed.  
2023-09-14 - 5:17:37 PM GMT



Adobe Acrobat Sign



# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** November 10, 2025

**From:** Hosea Goodwyn, Senior Buyer

**Subject:** Requesting approval to purchase Odor and Corrosion Control Services from **Evoqua Water Technologies LLC**, in the total amount of \$87,992.00, contract holder of Lee County Commissioners Contract No. RFP240129DJN.

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### **Staff Recommendation:**

Staff recommends approval of the purchase of Odor and Corrosion Control Services from Evoqua Water Technologies, LLC, in the total amount of \$87,992.00.

### **Analysis:**

This purchase is essential for maintaining continuous service from October 2025 to September 2026 for the management of Odor and Corrosion Control in various locations throughout the City.

### **Procurement Analysis:**

The City is utilizing the piggyback procurement method pursuant to an existing competitively awarded contract with the Lee County Board of County Commissioners (Contract No. RFP240129DJN). In accordance with the terms of this agreement, a formal quotation was obtained from Evoqua Water Technologies, LLC. This procurement approach is consistent with all applicable purchasing policies and procedures and ensures that the City obtains goods and services at a competitive and cost-effective price.

### **Options:**

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

### **Fiscal Impact:**

Funds for this expense are included in the Wastewater operating budget.



October 15, 2025

Rodney Aulick, President  
Evoqua Water Technologies, LLC  
111 47<sup>th</sup> Street  
Pittsburg, PA 15201

Subject: Request to Utilize Contract resulting from Solicitation No. RFP24012DJN, Odor Control & Corrosion Services

Dear Mr. Aulick,

The City of Leesburg ordinance authorizes the Procurement Division to procure goods and services at or below the specified prices from contracts awarded by other governmental agencies (Municipalities, Counties, State, Federal Agencies, etc.) when the awardee was awarded a contract, and the awardee will permit such purchases to the City at the same pricing (or below), terms and conditions, and when such purchases are to the economic advantage of the City of Leesburg.

With your permission, we would like to utilize the following contract that was awarded to your firm by the Lee County Commissioners, solicitation title is Odor Control & Corrosion Services, and the solicitation number is RFP240129DJN. The term of this agreement shall be from October 14, 2025, through November 13, 2027.

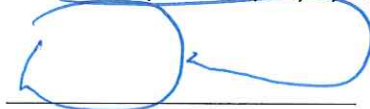
If you agree to the City of Leesburg's request to utilize the contract awarded to your company, please sign below and return it to the Procurement Staff member via email to [procurement@leesburgflorida.gov](mailto:procurement@leesburgflorida.gov).

Thank you for your attention to this matter, and we look forward to working with you soon.

Sincerely,

  
Hosea Goodwyn  
Procurement Manager

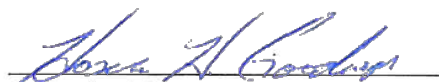
Evoqua Water Technologies, LLC agrees to allow the City of Leesburg to utilize the contract that was awarded to your company by the Lee County Commissioners for Odor Control & Corrosion Services.

  
Authorized Signature

David Morano- Senior Manger  
Customer Service  
Printed Name and Title

10/16/2025  
Date

Accepted:  
The City of Leesburg

  
Authorized Signature

Hosea Goodwyn, Procurement Manager  
Printed Name and Title

10/16/2025  
Date

November 13, 2024

Rodney Hogan  
City of Leesburg  
501 W Meadow Street  
Leesburg, FL 34748  
Email: [Rodney.Hogan@leesburgflorida.gov](mailto:Rodney.Hogan@leesburgflorida.gov)

**RE: PIGGYBACK OF LEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES AGREEMENT**  
**Evoqua Quote No. Q241113DM7**

Dear Mr. Hogan:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

The City of Leesburg has been piggybacking a contract that Evoqua Water Technologies has in place with Lee County for Odor and Corrosion Control Services for the past several years. Evoqua was awarded a new contract from Lee County and Evoqua is pleased to offer the City Leesburg the option to continue piggybacking the Lee County contract for your wastewater odor and corrosion control program.

Under the new Lee County contract, the pricing for the products and services you are currently using would go into effect on November 14, 2024 and remain firm through November 13, 2027, and are as follows.

**50% Hydrogen Peroxide: \$0.55 per pound**

**Bioxide®: \$3.37 per gallon**

**Equipment, tank and Services for Lift Station 31: \$971.00 per month.**

**Equipment, tank and Services for Villages Bioxide site: \$971.00 per month.**

All terms are per the existing Lee County, FL contract and shall apply. The above prices do not include any applicable taxes.

Thank you again for the opportunity to be of service. We look forward to continuing to serve the City of Leesburg in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

**Evoqua Water Technologies LLC**

*David McCalla*

David McCalla  
Sales Representative

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** November 10, 2025

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

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2025-26 with Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Arts Center, Leesburg Yellow Jacket Booster Club, Inc. and Leesburg Yellow Jacket Booster Club, Inc (for Leesburg High School Band); and providing an effective date.

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### Staff Recommendation:

Staff recommends execution of the agreement for fiscal year 2025-26 civic grant funding with Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Arts Center, Leesburg Yellow Jacket Booster Club, Inc. and Leesburg Yellow Jacket Booster Club, Inc (for Leesburg High School Band).

### Analysis:

For Fiscal Year 2025-26, a total of \$92,050.00 was budgeted for the purpose of funding civic organizations. The following organizations have been budgeted for funding by the City Commission in the amounts shown:

- Community Development Corporation of Leesburg, Inc. - \$3,880.00
- Leesburg Area Chamber of Commerce, Inc. - \$50,000.00
- Leesburg Art Festival DBA Leesburg Arts Center - \$30,670.00
- Leesburg Yellow Jacket Booster Club, Inc. - \$5,000.00
- \* Leesburg Yellow Jacket Booster Club, Inc. (for Leesburg High School Band) - \$2,500.00

\* Leesburg High School Band is in the process of establishing a new 501c3 (SoS, Inc.) but it is not yet fully set up. The Leesburg Yellow Jacket Booster Club has agreed to accept funding for the band through a civic funding agreement and will ensure the monies are paid to the band.

### Procurement Analysis:

N/A

**Options:**

1. Approve execution of the agreements with Community Development Corporation of Leesburg, Inc., Leesburg, Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Arts Center, Leesburg Yellow Jack Booster Club, Inc. and Leesburg Yellow Jacket Booster Club, Inc. (for Leesburg High School Band) for fiscal year 2025-26 civic grant funding; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

A total of \$92,050.00 was included in the budget for civic funding.

|             |                   |
|-------------|-------------------|
| Account No. | 001-1295-519-8210 |
|-------------|-------------------|

|        |             |
|--------|-------------|
| Budget | \$92,050.00 |
|--------|-------------|

|           |             |
|-----------|-------------|
| Available | \$92,050.00 |
|-----------|-------------|

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

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CIVIC ORGANIZATION FUNDING AGREEMENT FOR FISCAL YEAR 2025-26 WITH COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC., LEESBURG AREA CHAMBER OF COMMERCE, INC., LEESBURG ART FESTIVAL, INC. DBA LEESBURG ARTS CENTER, LEESBURG YELLOW JACKET BOOSTER CLUB, INC. AND LEESBURG YELLOW JACKET BOOSTER CLUB, INC (FOR LEESBURG HIGH SCHOOL BAND); AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

**WHEREAS**, Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Arts Center, Leesburg Yellow Jacket Booster Club, Inc. and Leesburg Yellow Jacket Booster Club, Inc. (for Leesburg High School Band) are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

**WHEREAS**, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

**WHEREAS**, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

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

**THAT** the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreements between the City of Leesburg and each entity listed above for the amount listed in each contract.

**THAT** this resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 10th day of November 2025.

\_\_\_\_\_  
Mayor

ATTEST:

---

City Clerk

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Community Development Corporation of Leesburg, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$3,880.00** funding contribution in fiscal year 2025/2026. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2026. Agency shall list the City of Leesburg as a sponsor on all printed materials and press releases for the Leesburg Black Heritage Festival at no additional cost to the City.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide mentoring services and scholarship opportunities; promote diversity through participation in community projects including sponsorship of the Leesburg Black Heritage Festival.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future



funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

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

ATTEST:

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

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Community Development Corporation of Leesburg, Inc.

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

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

*John H. Christian*  
*John H. Christian*  
*PRESIDENT*  
*314 S. Canal St.*  
*Leesburg, FL 34748*

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as “City”), and Leesburg Area Chamber of Commerce, Inc., a not-for-profit corporation (hereinafter referred to as “Agency”).

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$50,000.00** funding contribution in fiscal year 2025/2026. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2026. Agency shall list the City of Leesburg as a sponsor on all Chamber events, provide tickets to the monthly Sunrise Breakfast for each commissioner and include City of Leesburg information on the “Navigate the Burg” app at no additional cost to the City.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide public relations and promotional information for activities in Leesburg; provide information to citizens, visitors and businesses about city facilities, services and recreational opportunities; provide opportunities for businesses to grow their business.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of

its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

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

ATTEST:

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

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Leesburg Area Chamber of Commerce, Inc.

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

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Art Festival, Inc. DBA Leesburg Arts Center a not-for-profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$30,670.00** funding contribution in fiscal year 2025/2026. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2026. Agency shall provide each Commissioner a Patron Membership to the Leesburg Arts Center at no additional cost to the City.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promote growth and vitality of the community by providing educational opportunities in the arts for all ages; provide cultural events for the community; provide a central location which attracts talented artists, artisans, musicians and audiences.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

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

ATTEST:

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

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Leesburg Art Festival, Inc.  
DBA Leesburg Arts Center

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

Printed Name: Richard D. Collier

Title: Executive Director

Mailing Address: 429 W Magnolia  
Leesburg FL 34748

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Yellow Jacket Booster Club, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$5,000.00** funding contribution in fiscal year 2025/2026. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2026.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Funds will be used to support activities of students participating in athletic programs at Leesburg High School.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

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

ATTEST:

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

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Leesburg Yellow Jacket Booster Club, Inc.

By: Lynne Winker

Printed Name: Lynne Winker

Title: President

Mailing Address: PO Box 492325  
Leesburg FL 34749

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Yellow Jacket Booster Club, Inc., a not-for-profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$2,500.00** funding contribution in fiscal year 2025/2026. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report for the Leesburg High School Band shall be provided no later than April 1, 2026.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Funding will be provided to the Leesburg High School Band to support needs and activities of the band and students participating in the band program at Leesburg High School including instrument repair and participation as a marching unit in the 2025 Leesburg Christmas Parade and the 2026 Leesburg Dr. Martin Luther King, Jr. Commemoration Parade/March.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future



funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

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

ATTEST:

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

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Leesburg Yellow Jacket Booster Club, Inc.

By: Lynne Winker

Printed Name: Lynne Winker

Title: President

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** November 10, 2025

**From:** Tracey Dean, (Airport Manager)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction services agreement with Mark Cook Builders, Inc., for the Air Traffic Control Tower Rehabilitation project at the Leesburg International Airport; and providing an effective date.

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### Staff Recommendation:

Staff recommends execution of the construction agreement with Mark Cook Builders, Inc., for an amount not to exceed \$142,354.00.

### Analysis:

The Air Traffic Control Tower (ATCT) was constructed in 2005. This rehabilitation is to restore the building's exterior to its original condition, as well as to address some life safety issues inside the tower.

### Procurement Analysis:

The Purchasing Department issued Invitation to Bid (ITB) 2502801 on September 15, 2025, for the ATCT Rehabilitation. The opportunity was posted to the City's online solicitation platform. On October 17, 2025, Purchasing received and opened two (2) bid responses via virtual meeting. Following review of the bids by Staff and the Engineer of Record, Mark Cook Builders, Inc., was determined to be the lowest responsible and responsive bidder.

A summary of the bids is provided here.

1. Mark Cook Builders, Inc. \$142,354.00
2. GSB Construction & Development, Inc. \$236,500.00

### Options:

1. Approve and execute the Mark Cook Builders, Inc. construction services agreement; or,
2. Such alternative action as the Commission may deem appropriate.

### Fiscal Impact:

Funds for this project were included in the FY 25 Airport Operating budget and will roll into the current year. This project is 80% or \$171,600.00 funded by an approved FDOT State Grant, the remaining

\$68,400.00 or 20% is being funded from the Airport budget.

Account No. 048-8021-542-4620

WF No. WF1633215/2

Requisition 57915

Budget \$240,000.00

Available \$240,000.00

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

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
A CONSTRUCTION SERVICES AGREEMENT WITH MARK COOK  
BUILDERS, INC., FOR THE AIR TRAFFIC CONTROL TOWER  
REHABILITATION PROJECT AT THE LEESBURG INTERNATIONAL  
AIRPORT; AND PROVIDING AN EFFECTIVE DATE.**

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

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with Mark Cook Builders, Inc., whose address is 511 N. Canal Street, Leesburg, Florida 34748.

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

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 10th day of November 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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



**AVCON, INC.**  
**Engineers & Planners**

5555 E. Michigan Street  
Orlando, FL 32822  
Phone: (407) 599-1122  
[www.avconinc.com](http://www.avconinc.com)

October 30, 2025

Tracey Dean  
Airport Manager  
Leesburg International Airport  
8807 Airport Blvd.  
Leesburg, FL 34788

**Reference: Recommendation of Award**  
**Air Traffic Control Tower Rehabilitation**  
**Leesburg International Airport**

Dear Ms. Dean:

On October 17, 2025 at 11:00AM, the City received bids on the above-referenced project. A total of two (2) bids were received as follows:

|                                      | <b>Bid Total</b> |
|--------------------------------------|------------------|
| Mark Cook Builders, Inc.             | \$142,354.00     |
| GSB Construction & Development, Inc. | \$236,500.00     |

Attached is a Bid Tabulation.

The apparent low bidder is **Mark Cook Builders, Inc. (Mark Cook Builders)** whose total bid is **\$142,354.00**. Mark Cook Builders submitted the required fillable bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1-3, and sub-contractors to be used. Mark Cook Builders' bid appears to be complete and responsive; however, insurance will need to be provided for subcontractors prior to entering an agreement.

The second bid was from GSB Construction & Development, Inc. (GSB), whose total bid is \$236,500.00. GSB submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1-3, and sub-contractors to be used. GSB's bid also appears to be complete and responsive.

Notwithstanding the City's Legal Counsel review, **AVCON** recommends award of the contract to **Mark Cook Builders, Inc.** for the Total Bid amount of **One Hundred Forty-Two Thousand, Three Hundred Fifty-Four Dollars and 00/100 (\$142,354.00)**, subject to the availability of funding.

Ms. Tracey Dean  
Leesburg International Airport  
Air Traffic Control Tower Rehabilitation  
October 30, 2025  
Page 2 of 2

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We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

**AVCON, INC.**

A handwritten signature in black ink, appearing to read "Daniel Nickols", is written over a light blue horizontal line.

Daniel Nickols, P.E.  
Senior Project Manager, Airports

Attachment: Bid Tabulation



LEESBURG INTERNATIONAL AIRPORT  
AIR TRAFFIC CONTROL TOWER REHABILITATION  
BID TABULATION

|           |                                                                             |      |           | MARK COOK BUILDERS, INC. |              | GSB CONSTRUCTION & DEVELOPMENT, INC. |              |
|-----------|-----------------------------------------------------------------------------|------|-----------|--------------------------|--------------|--------------------------------------|--------------|
| Index     | Description                                                                 | Unit | Est. Qty. | Unit Price               | Extension    | Unit Price                           | Extension    |
| 1         | AIR TRAFFIC CONTROL TOWER REHABILITATION, COMPLETE, INSPECTED, AND ACCEPTED | LS   | 1         | \$142,354.00             | \$142,354.00 | \$236,500.00                         | \$236,500.00 |
| BID TOTAL |                                                                             |      |           |                          | \$142,354.00 |                                      | \$236,500.00 |

Bid Tabulation completed by Daniel Nickols, P.E.

Signed:   
\_\_\_\_\_

CONTRACT  
Contract No. 2502801  
Air Traffic Control Tower Rehabilitation Project

**THIS AGREEMENT** is made as of the 10<sup>th</sup> day of November 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 **Mark Cook Builders, Inc.** whose address is 511 N. Canal St., 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) 2502801, Air Traffic Control Tower Rehabilitation Project; and
- c. CONTRACTOR response to IFB 2502801 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 “**Air Traffic Control Tower Rehabilitation Project**” 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 **\$142,354.00**. 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 **SEVEN (7)** continuous calendar days after the 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 the allowed construction time as shown the solicitation document in Section 3.10 (TIME OF CONTRACT) after the CITY issues a Notice to Proceed, and Final Completion no later than **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 reflected the solicitation document in Section 3.10 (TIME OF CONTRACT), which the CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

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

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

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

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

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

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

of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

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

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

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

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

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

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

13. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
  - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

- ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that 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: Mark Cook Builders, Inc.  
Mark Cook, III, President  
511 N. Canal Street  
352-435-4584  
[john@markcookbuilders.com](mailto:john@markcookbuilders.com)

If to City of Leesburg: Hosea Goodwyn  
Procurement Manager  
501 West Meadow Street  
Leesburg, Florida 34748  
352-728-9880  
[hosea.goodwyn@leesburgflorida.gov](mailto:hosea.goodwyn@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.

**MARK COOK BUILDERS, INC.**

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

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

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

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Alan Reisman, Mayor

ATTEST:

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

Approved as to form:

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

# Exhibit 'A'



**BID WORKSHEET - ADDENDUM NO. 1**  
**Construction of Air Traffic Control Tower Rehabilitation**  
**at Leesburg International Airport**  
**City of Leesburg ITB No. XXXXXXX**



Completed bid form **MUST** be submitted with bid.

(Instruction to save Bid Form from website: Perform "file save as" and save spreadsheet to your computer. Fill in Pricing in highlighted column, preferably electronically.)

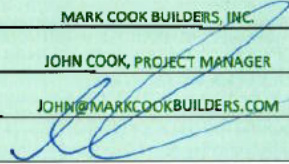
I (WE) AGREE TO PERFORM ALL WORK INCLUDED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICES:

Bidders are required to completed all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS **MARK COOK BUILDERS, INC.**

CONTACT PERSON **JOHN COOK, PROJECT MANAGER**

EMAIL ADDRESS **JOHN@MARKCOOKBUILDERS.COM**

AUTHORIZED SIGNATURE: 

## Construction of Air Traffic Control Tower Rehabilitation

### Project Items

| Item No.                                                                  | Spec No. | Description                                                                 | Estimated Quantity | Unit | Unit Price   | Total Price  |
|---------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------|--------------------|------|--------------|--------------|
| 1                                                                         | —        | AIR TRAFFIC CONTROL TOWER REHABILITATION, COMPLETE, INSPECTED, AND ACCEPTED | 1                  | LS   | \$142,354.00 | \$142,354.00 |
| LEESBURG INTERNATIONAL AIRPORT - AIR TRAFFIC CONTROL TOWER REHABILITATION |          |                                                                             |                    |      |              | \$142,354.00 |

## **Exhibit 'B'**

### **SUPPLEMENTAL CONDITIONS – CONSTRUCTION**

#### **1. DEFINITIONS**

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

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

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

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

## 2. INSPECTION OF WORK

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

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

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

### **3. TESTS**

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

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

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

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

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

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

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

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



## **7. TEMPORARY TRAFFIC CONTROL (TTC)**

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

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

## **8. PROTECTION AGAINST POLLUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. PROJECT COORDINATION**

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

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

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

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

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

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

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

## **14. SUPERVISION**

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

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

## **15. CONSTRUCTION SUPERINTENDENT**

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

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

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

## **17. SUBCONTRACTS**

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

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

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

## **18. PRE-CONSTRUCTION MEETING**

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

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

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

## **19. ORDER OF COMPLETION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **25. OWNERSHIP OF DRAWINGS**

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

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

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

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

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

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

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

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

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

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

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

## **27. ROYALTIES AND PATENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **33. SUSPENSION OF WORK**

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

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

### **34. REMOVAL OF EQUIPMENT**

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

### **35. USE OF COMPLETED PORTIONS**

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

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

### **36. PROMPT PAYMENT**

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

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

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

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

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

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

### **38. PAYMENTS WITHHELD**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **41. DAMAGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **46. TREES**

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

#### **47. GUARANTY**

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



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

#### **48. INDEMNITY**

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

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

#### **49. ASSIGNMENT**

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

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

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

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

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

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

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

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

## **52. LANDS FOR WORK**

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

## **53. ACCESS TO RECORDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **60. SAFETY AND PRECAUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **63. PHYSICAL CONDITIONS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **68. ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.A.1.

**Meeting Date:** November 10, 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 596.29 +/- acres; and being generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, 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. (Oak Ridge ANNX)

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### Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 596.29 +/- acres.

### Analysis:

The applicant has submitted a request for annexation of approximately 596.29 +/- acres, generally located east of County Road 48 and south of Ronald Reagan Turnpike, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake A (Agriculture); the proposed zoning is City PUD (Planned Unit Development) The reason for this request is to allow 910 single-family attached and detached units, consisting of 642 detached units and 268 villa units.

The property is surrounded by Lake County A (Agriculture); City PUD (Planned Unit Development), and City ARD (Age Restricted Development). Under the requirements, conditions, and permitted uses of the PUD (Planned Unit Development) Rezoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the PUD Rezoning Application, had recommendations for approval from the staff. The Planning Commission at the public hearing held on July 31, 2025, recommended denial with a 5-2 vote, citing concerns of water consumption, nearby wetlands, density, and noted the need for childcare/education options.

**Procurement Analysis:**

N/A

**Options:**

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

**Fiscal Impact:**

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

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

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 596.29 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 28, 29, AND 32, 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. (OAK RIDGE ANNX)**

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

**Section 1.**

Based upon the petition of SD 48 Group 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 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 10th day of November 2025.

**THE CITY OF LEESBURG, FLORIDA**

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Mayor

ATTEST:

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City Clerk

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 417.79 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

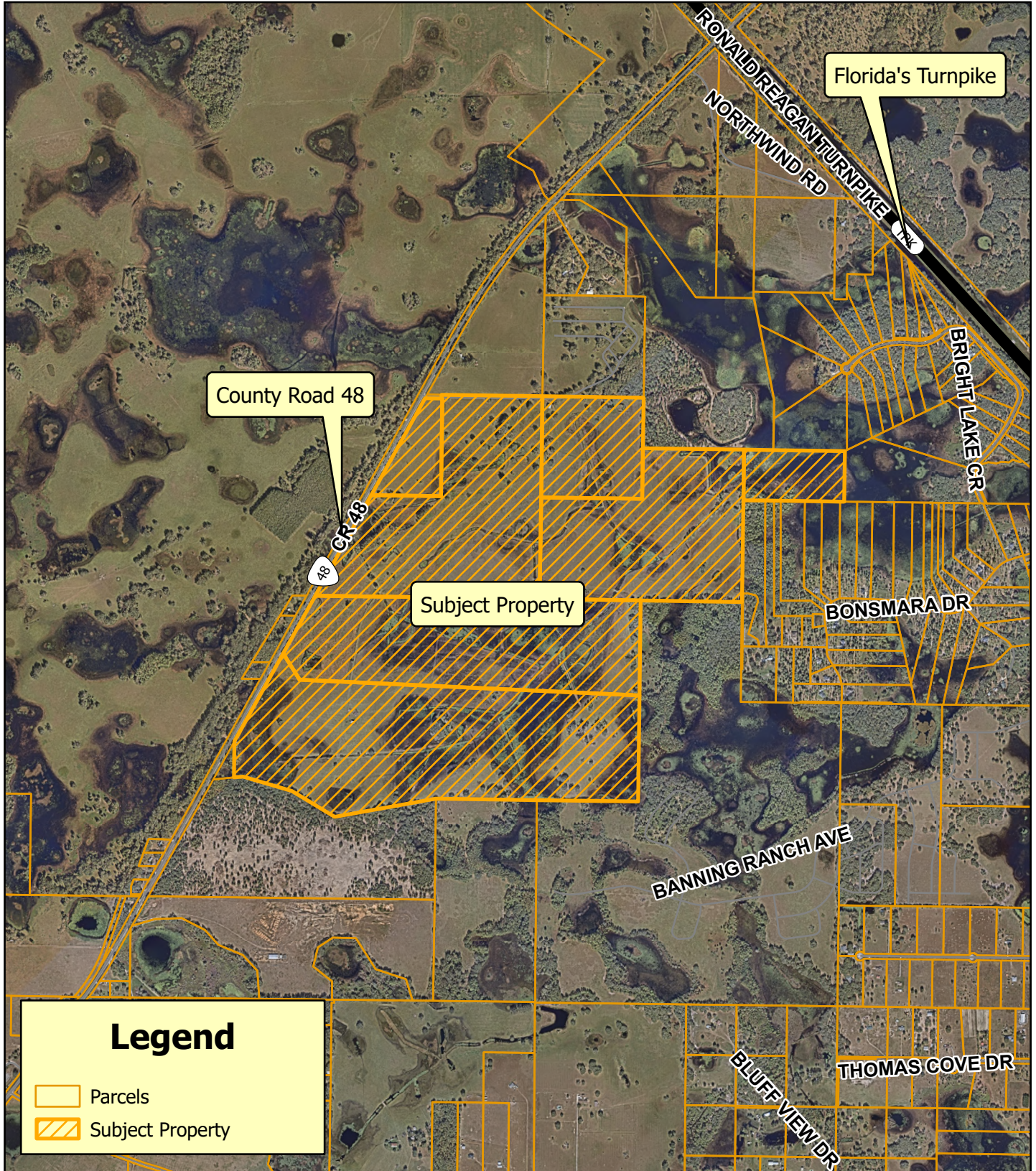
A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

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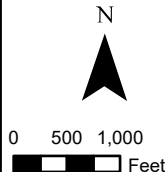
CONTAINING 178.50 ACRES, MORE OR LESS.



# Extended Locator



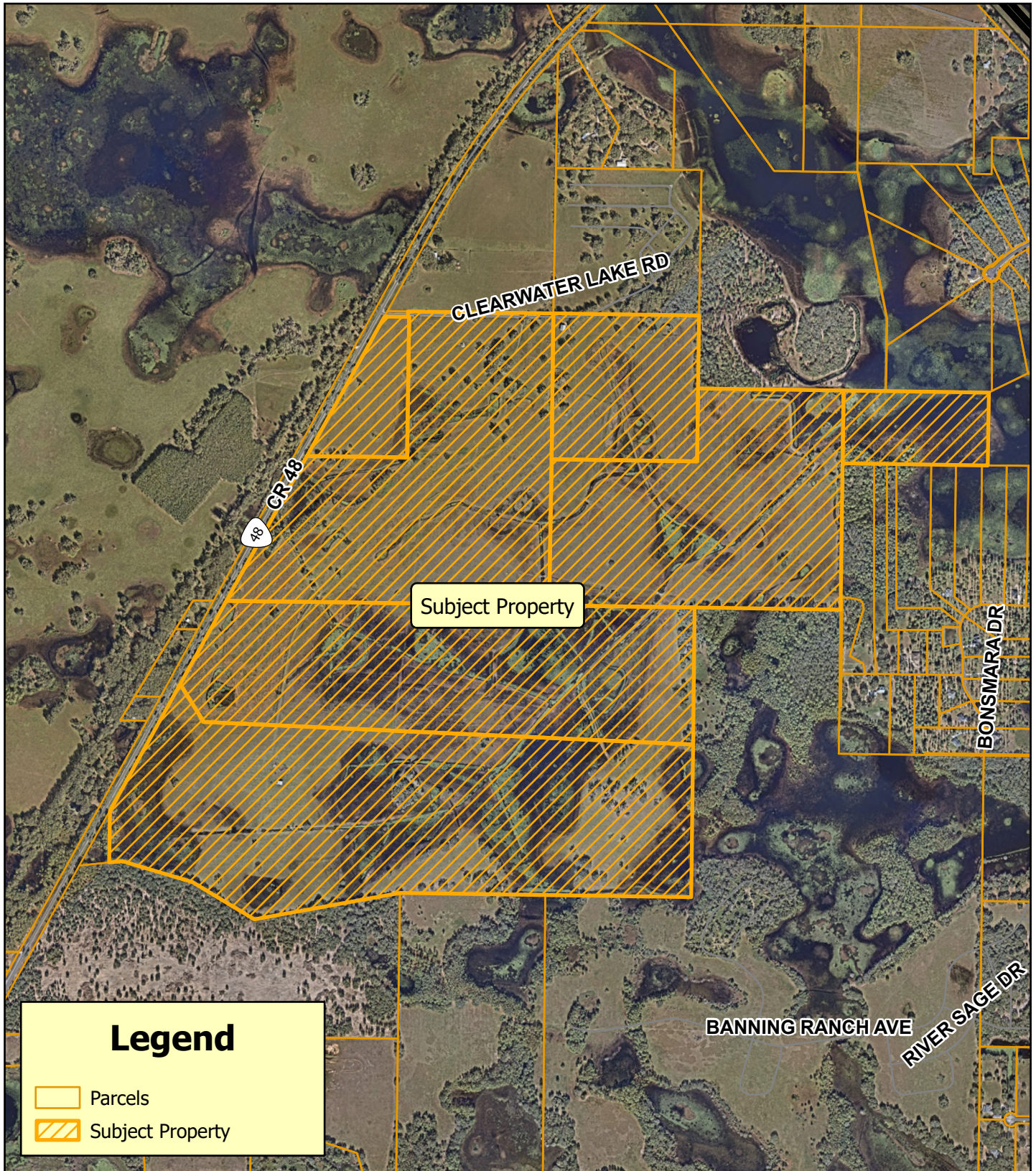
**Planning  
& Zoning  
Division**



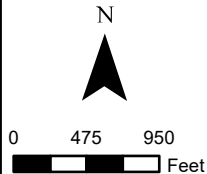
Oak Ridge  
ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
May 29, 2025



# Aerial



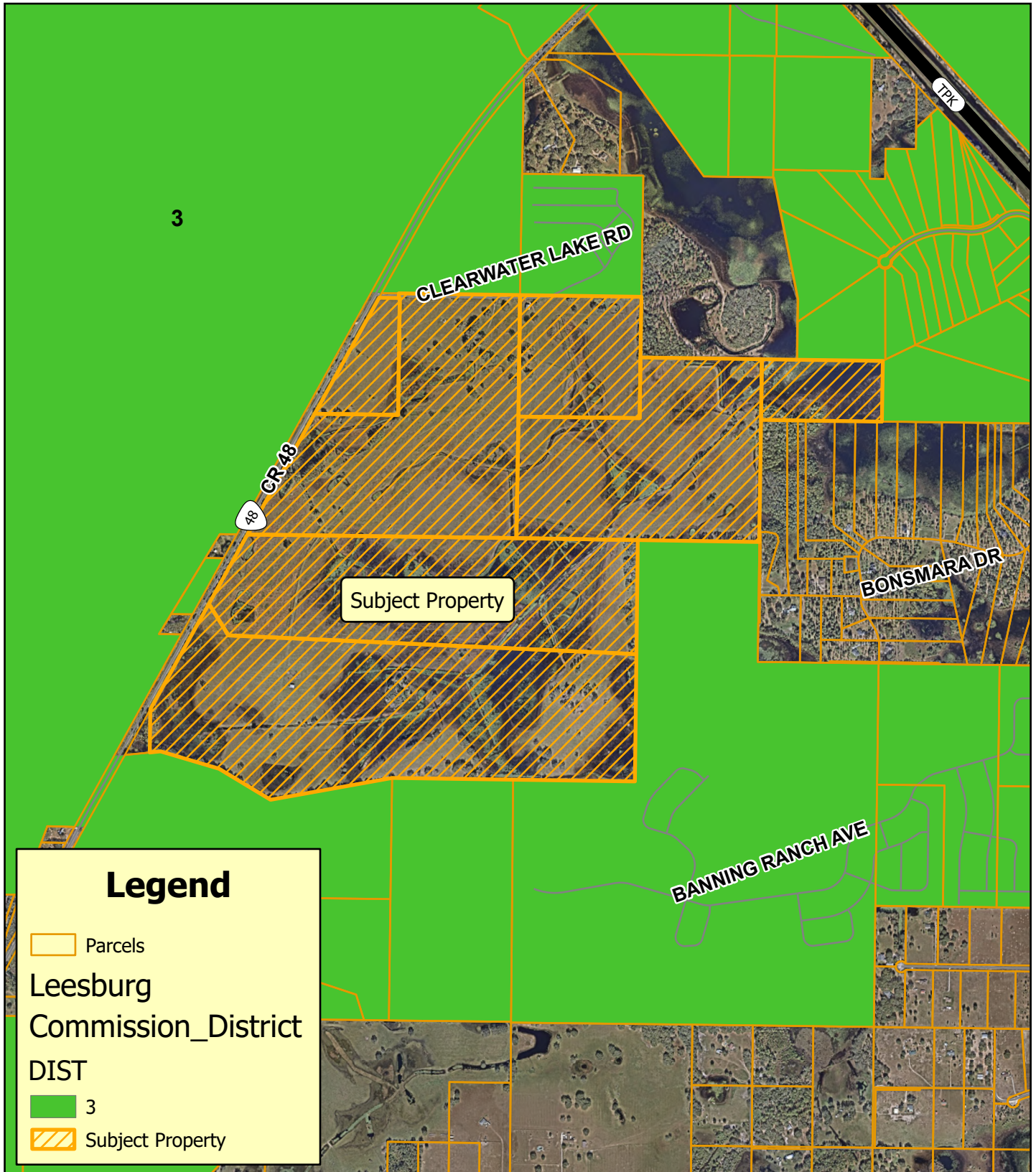
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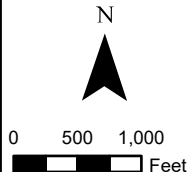
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May 29, 2025



# Commission District



**Planning  
& Zoning  
Division**



Oak Ridge  
ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
June 25, 2025



LOGAN J. OPSAHL

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215 North Eola Drive, Orlando, Florida 32801-2028  
T: (407) 418-6237 | F: 407-843-4444  
MAIN NUMBER: 407-843-4600



October 17, 2025

**VIA E-MAIL**

Board of County Commissioners  
Lake County, Florida  
P.O. Box 7800  
315 W. Main Street, Suite 316  
Tavares, FL 32778

**Re: Oak Ridge Annexation; Ordinance No. 2025-57**

Dear Commissioner Campione,

This law firm has the privilege of representing SD 48 Group, LLC, ("Applicant") relating to the above-referenced application for annexation (the "Application") into the City of Leesburg, Florida ("City") for those certain pieces of real property consisting of approximately 596.29 +/- acres located east of County Road ("C.R.") 48 and south of the Ronald Reagan Turnpike (Alternate Key numbers of 1296536, 1775205, 1775264, 1800986, 2546042, 3876339, and 3907170) (collectively, the "Property"). We are in receipt of your letter to the City, dated October 10, 2025, outlining various comments relating to the annexation of the Property (the "County Letter"). Please see below response to comments and concerns raised in the County Letter.

**1. C.R. 48:**

- The proposed access to the Property from C.R. 48 will meet Lake County access management requirements.
- Applicant acknowledges the need for left and right turn lanes on C.R. 48 at the proposed entrances to the Property and as contemplated in the Oak Ridge Residential Development Traffic Impact Study, prepared by Luke Transportation Engineering Consultants, dated May 2025 ("Traffic Study"). These improvements are specifically noted in the Oak Ridge Planned Unit Development Agreement ("PUD").
- Applicant acknowledges Lake County's desire to implement a portion of the Lake Denham Trail ("Trail") along the Property's C.R. 48 frontage. It is our understanding that the development referred to as "Huntington Oaks" to the north of the Property is currently



in the process of obtaining the appropriate right-of-way (“ROW”) permit to install a portion of the Trail which includes approximately four feet (4’) of the Trail within the existing C.R. 48 ROW and approximately ten feet (10’) of additional dedication for the remaining width of the Trail. For purposes of connectivity and compatibility with the Trail to the north of the Property, the Applicant anticipates implementing a substantially similar Trail design and ROW dedication along the C.R. 48 frontage of the Property.

- Currently, the ROW width for C.R. 48 is one hundred feet (100’) along the Property’s frontage.
- A detailed survey of C.R. 48 has been conducted which verifies property lines, ROW, surface and above ground utilities and related features. A copy of the C.R. 48 survey is being provided.
- The Lake County Comprehensive Plan classifies C.R. 48 as a Major Collector roadway consistent with the Florida Department of Transportation’s (FDOT) Functional Classification of Public Roadways map for Lake County. The Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan also classifies C.R. 48 as a Major Collector roadway.

## **2. Traffic:**

- A Traffic Impact Analysis (TIA)- the above referenced Traffic Study- has been conducted in accordance with the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guidelines has been conducted and submitted the City on or around July 2025. It is our understanding the City coordinates or otherwise provides the County with the TIA. The TIA is available for review by the Lake-Sumter MPO.

## **3. Internal Connectivity:**

- The PUD requires interconnectivity with adjoining developments. Section 7.A. of the PUD further provides that the “main vehicular access to the project site shall consist of a minimum of three (3) boulevards-style primary access points, one (1) cross access to the south, and two (2) cross-accesses to the north, as reviewed by Lake County Public Works, and/or FDOT, as applicable”. Internal pedestrian and bicycle connectivity with Blakes Ridge and Huntington Oaks is specifically contemplated in the PUD and conceptual plan.

## **4. Stormwater Management**

- The Property is bounded by other properties within the City. Section 10 of the PUD requires that all drainage 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.” Additionally, the PUD requires that a stormwater management system be “designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.”

## **5. Flood Study**

- Section 10.D. of the PUD requires that the “existing 100-year flood plain on the property shall be shown on all plans and lots.” In addition to requiring St. Johns River Water Management District, City of Leesburg, and FEMA compliance, Section 11.J. of the PUD further provides that through the Site Plan Review process, the developer will “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 the near flood hazard boundary areas, to ensure compliance with all regulations.” All existing flood and drainage studies confirm no outfall from the Property onto C.R. 48.

## **6. Rural Conservation Design Standards**

- The Property and the proposed development contemplated within the PUD will utilize City of Leesburg design standards following annexation. The Rural Conservation Design Standards have not been adopted by City of Leesburg. However, similar to the County’s preferred design, the proposed development already includes clustered development to create large contiguous tracts of open space, preserve environmentally sensitive areas, and buffering to adjacent properties. The proposed development protects natural amenities on the Property to provide for passive recreation. The PUD also requires “Dark Sky” lighting principles.
- The proposed development has a minimum open space requirement of thirty-five percent (35%) pursuant to Section 6.A. of the PUD, while the conceptual plan, attached and incorporated in the PUD, contains approximately seventy percent (70%) open space.

## **7. Ownership & Maintenance of C.R. 48**

- The County Letter requests that the City take ownership and maintenance of C.R. 48 from S.R. 27 to the Sumter County line. It is the Applicant’s understanding that the County will maintain ownership and maintenance obligations of C.R. 48. We also note that the County has included in its Transportation Improvement Program (TIP) an allocation of \$1.8 million for Intersection Improvements at CR 33 and CR 48 along with the installation of turn lanes and replacement of traffic signalization. Additionally, the Lake-Sumter List of Priority

Projects designates \$4 million for the design phase of widening CR 48 to four-lanes from the Sumter County Line to US 27.

- The Interlocal Service Boundary Agreement (ISBA) referenced in the County Letter includes specific provisions relating to annexation of properties within the Leesburg ISBA boundary and also contemplates ROW maintenance obligations following annexation of such properties. Section 3.e. of the ISBA provides for the transfer of maintenance responsibility of ROW from the County to the City under certain conditions. Specifically, Sec. 3.e. provides:

*“From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage or properties abutting any subject road right-of-way...[Leesburg] shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersection, or as may be mutually designated.”*

The ISBA further provides that “nothing in this agreement shall require [Leesburg] to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall [Leesburg] have any responsibility to widen any such road.”

- A review of the detailed survey of C.R. 48 in conjunction with the City’s design standards demonstrates that C.R. 48, and its associated drainage facilities, do not meet City standards for road improvements. These include, but are not limited to, drainage facilities, pavement, and shoulder standards. Accordingly, it is the Applicant’s understanding that, consistent with the intent and requirements of the ISBA, the County will continue ownership and maintenance obligations of C.R. 48 following annexation of the Property.

As the City is the sole municipal provider of utilities, we understand that certain properties were negotiated in the ISBA for annexation many years ago and that pursuant to Section 3.c. of the ISBA, the Property has been specifically preapproved for annexation into the City. Lastly, as illustrated in the aerial of the Property included in the County Letter, the Property is enclosed within and bounded on all sides by properties within the City. The ISBA provides that the County “consents to the annexation of any enclave or the creation of any enclave which is the result of an annexation” so long as Leesburg provides utility services to such property. As the Property is an enclave and the City has agreed to provide services

October 17, 2025

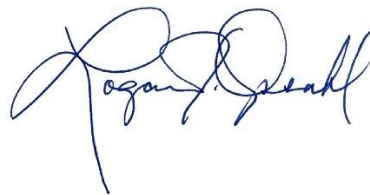
Page 5

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pursuant to the PUD, it is the Applicant's understanding that the County would consent to the annexation of the Property in accordance with the ISBA.

On behalf of the Applicant and project team, thank you for providing the County's comments relating to the Property and proposed development. I trust this correspondence and additional information satisfies any reservations the County may have relating to the annexation of the Property. Please do not hesitate to reach out directly with any additional questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Logan J. Opsahl". The signature is fluid and cursive, with the first name "Logan" being more prominent.

**LOGAN J. OPSAHL**

LJO/LJO

cc: Al Minner, Leesburg City Manager (*via email*)  
W. Grant Watson, Esq., Leesburg City Attorney (*via email*)  
Melanie Marsh, Esq., Lake County Attorney (*via email*)

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.A.2.

**Meeting Date:** November 10, 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 596.29 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge LSCP)

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### Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed Large-Scale Comprehensive Plan Amendment of the City's Future Land Use Map on 596.29 +/- acres from Lake County Rural to City of Leesburg Estate Residential.

### Analysis:

The project site is approximately 596.29 +/- acres. The property is generally located east of County Road 48 and south of Ronald Reagan Turnpike. Currently, the property is undeveloped. The proposed use is 910 single-family attached and detached units, consisting of 642 detached units and 268 villa units. The surrounding Future Land Use Map designations of Lake County Rural; City Estate Residential, City Age Restricted Development, and City Neighborhood Mixed Use are compatible with the proposed future land use designation of City Estate Residential. The proposed zoning designation of PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property, as it is along the developing County Road 48 Corridor.

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

The Planning Commission held a public hearing on the application on July 31, 2025, and recommended denial, 5-2, citing concerns of water consumption, nearby wetlands, density, and noted the need for childcare/education options.

### 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 596.29 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 28, 29, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (OAK RIDGE LSCP)**

**WHEREAS**, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

**WHEREAS**, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

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

**Section 1.**

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on 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 596.29 acres of land generally located east of County Road 48 and south of Ronald Reagan Turnpike from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Sections 28, 29, 32, Township 20 South, Range 24 East, Lake County Florida;

**Section 2.**

That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

**Section 3.**

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

**Section 4.**

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

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of November 2025.

**THE CITY OF LEESBURG, FLORIDA**

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Mayor

ATTEST:

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City Clerk

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

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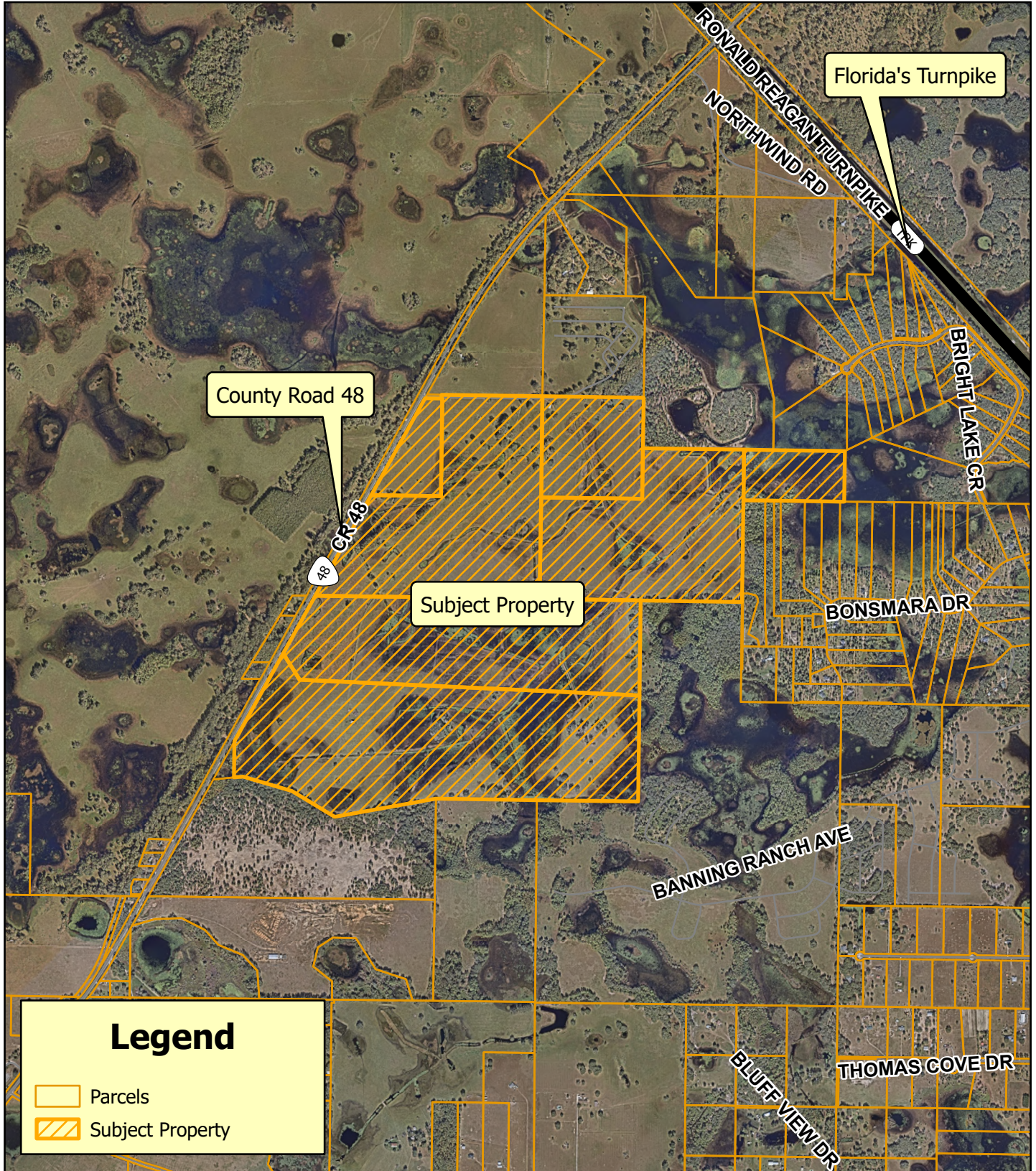
A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH RANGE 24 EAST LAKE COUNTY FLORIDA; THENCE NORTH 89°41'38" WEST ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 2642.11 FEET TO THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 89°38'44" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32 A DISTANCE OF 294.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD #48; THENCE RUN SOUTH 28°35'10" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 866.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 32°23'03" EAST A DISTANCE OF 405.37 FEET; THENCE RUN SOUTH 87°50'12" EAST A DISTANCE OF 4456.51 FEET TO THE EAST LINE OF THE AFORESAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°12'25" WEST A DISTANCE OF 1338.44 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE NORTH 89°40'37" WEST ALONG THE SOUTH LINE OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33 A DISTANCE OF 1327.83 FEET TO THE SOUTHEAST CORNER OF NORTHEAST ONE QUARTER OF THE AFORESAID SECTION 32; THENCE RUN NORTH 89°39'53" WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 1322.37 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 32 TO THE NORTH LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3095 PAGE 1479 PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 79°17'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1346.90 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 59°22'54" WEST ALONG SAID NORTH LINE A DISTANCE OF 657.17 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 73°59'09" WEST ALONG SAID NORTH LINE A DISTANCE OF 666.10 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN SOUTH 83°46'24" WEST ALONG SAID NORTH LINE A DISTANCE OF 119.21 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 00°20'39" EAST ALONG SAID WEST LINE A DISTANCE OF 472.82 FEET TO THE SAID EASTERLY THE RIGHT-OF-WAY LINE FOR COUNTY ROAD 48; THENCE RUN NORTH 28°35'10" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1315.98 FEET TO THE POINT OF BEGINNING.

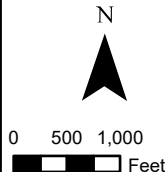
CONTAINING 178.50 ACRES, MORE OR LESS.



# Extended Locator



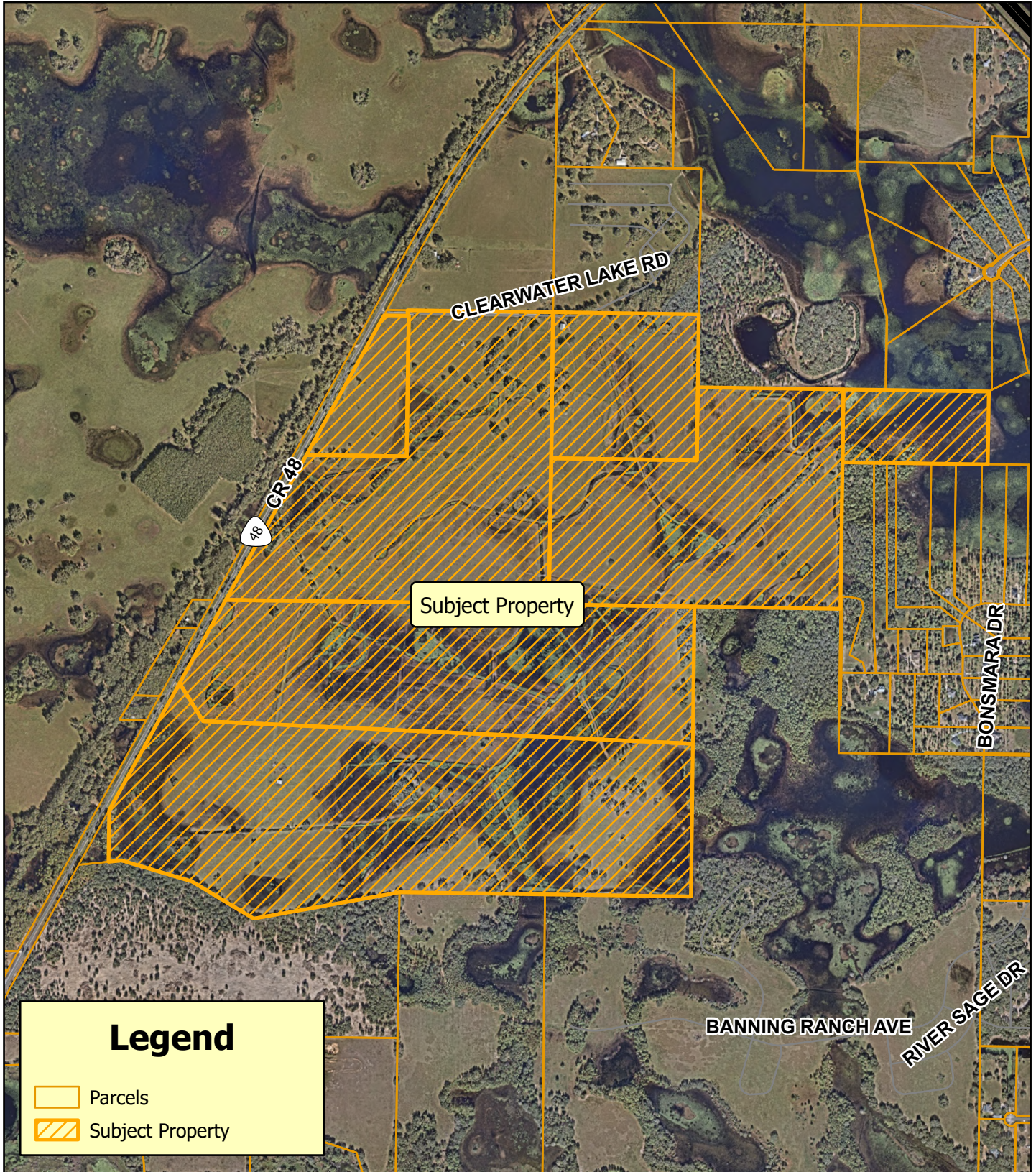
**Planning  
& Zoning  
Division**



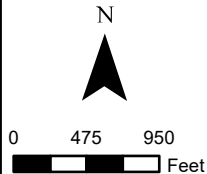
Oak Ridge  
ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
May 29, 2025



# Aerial



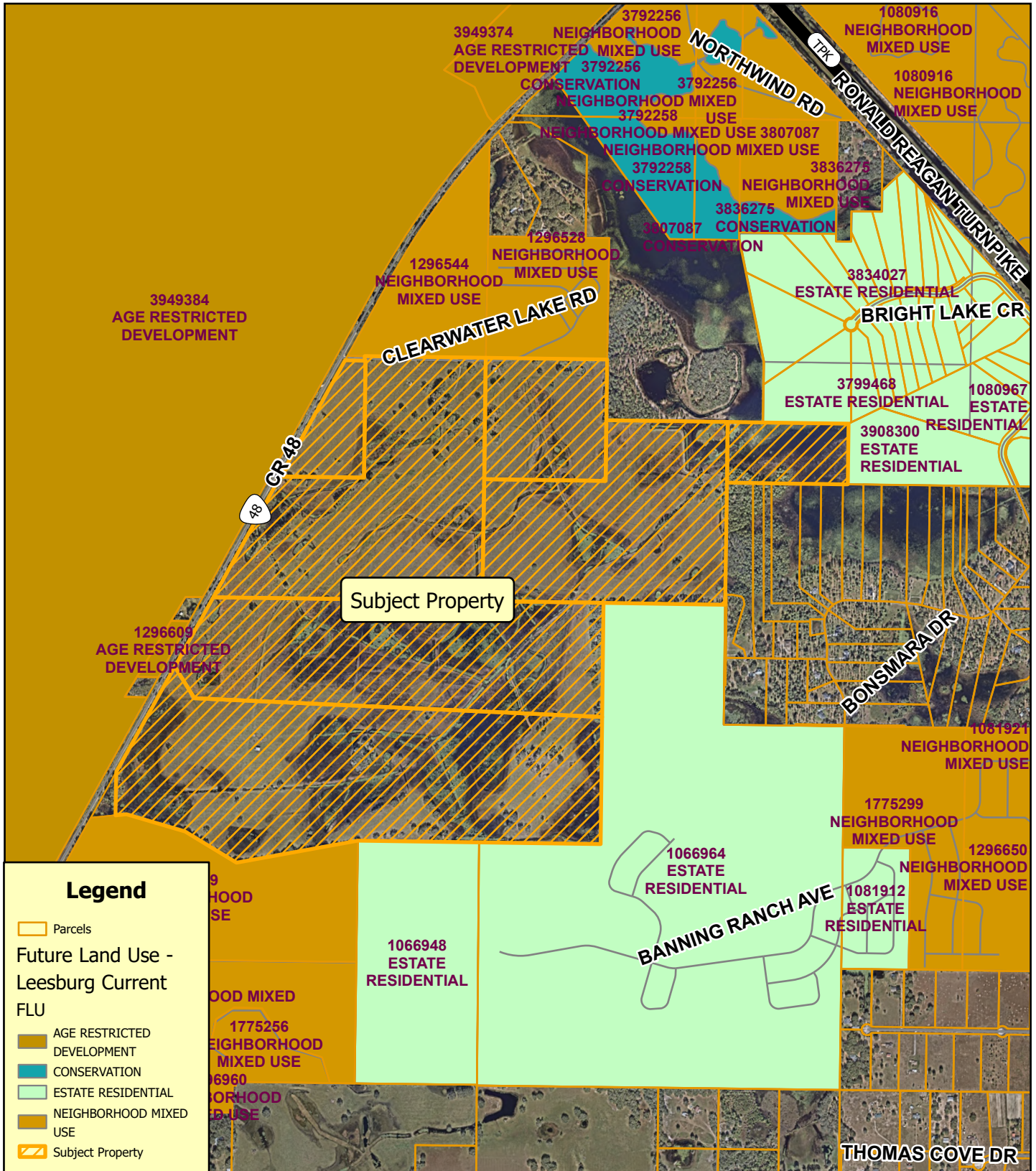
**Planning  
& Zoning  
Division**



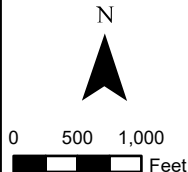
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ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
May 29, 2025



# Future Land Use



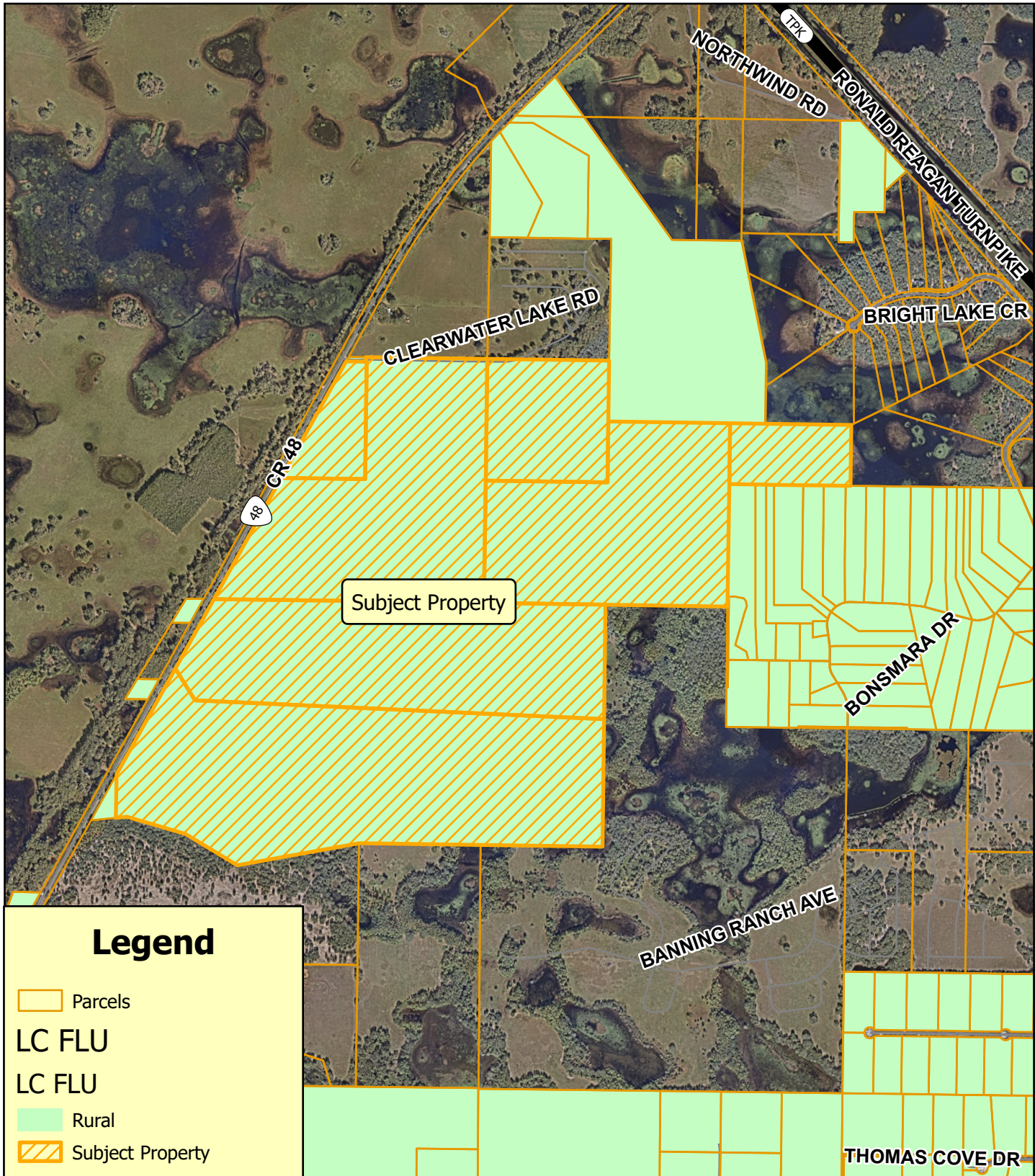
**Planning  
& Zoning  
Division**



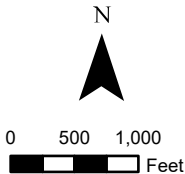
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 Alternate Key(s): 1296536, 3876339, 1800986,  
 1775264, 1775205, 3907170, 2546042  
 Section 28, 29, 32 Township 20 South, Range 24 East  
 May 29, 2025



# Lake County Future Land Use



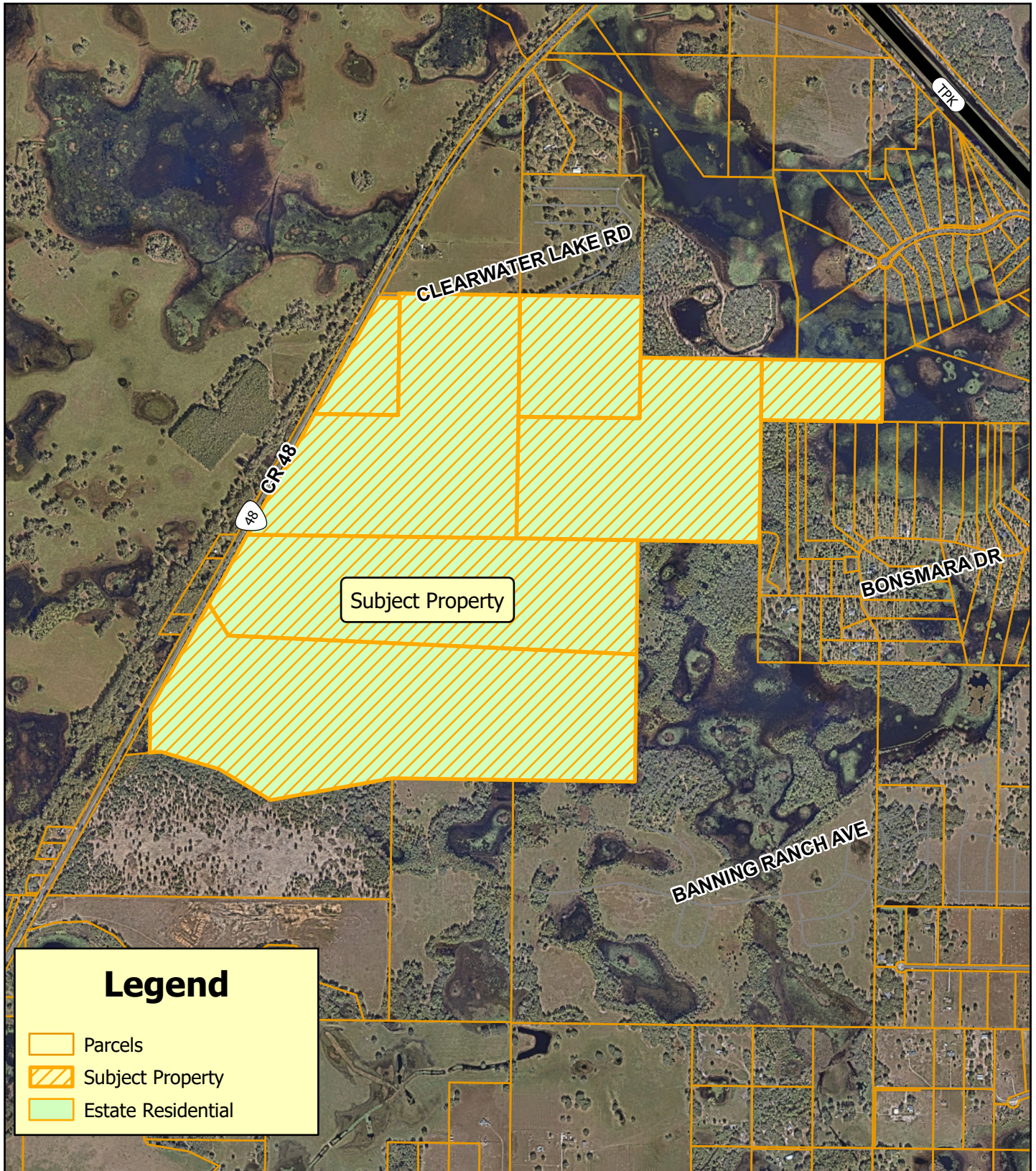
**Planning  
& Zoning  
Division**



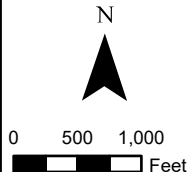
Oak Ridge  
ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
May 29, 2025



# Proposed Future Land Use



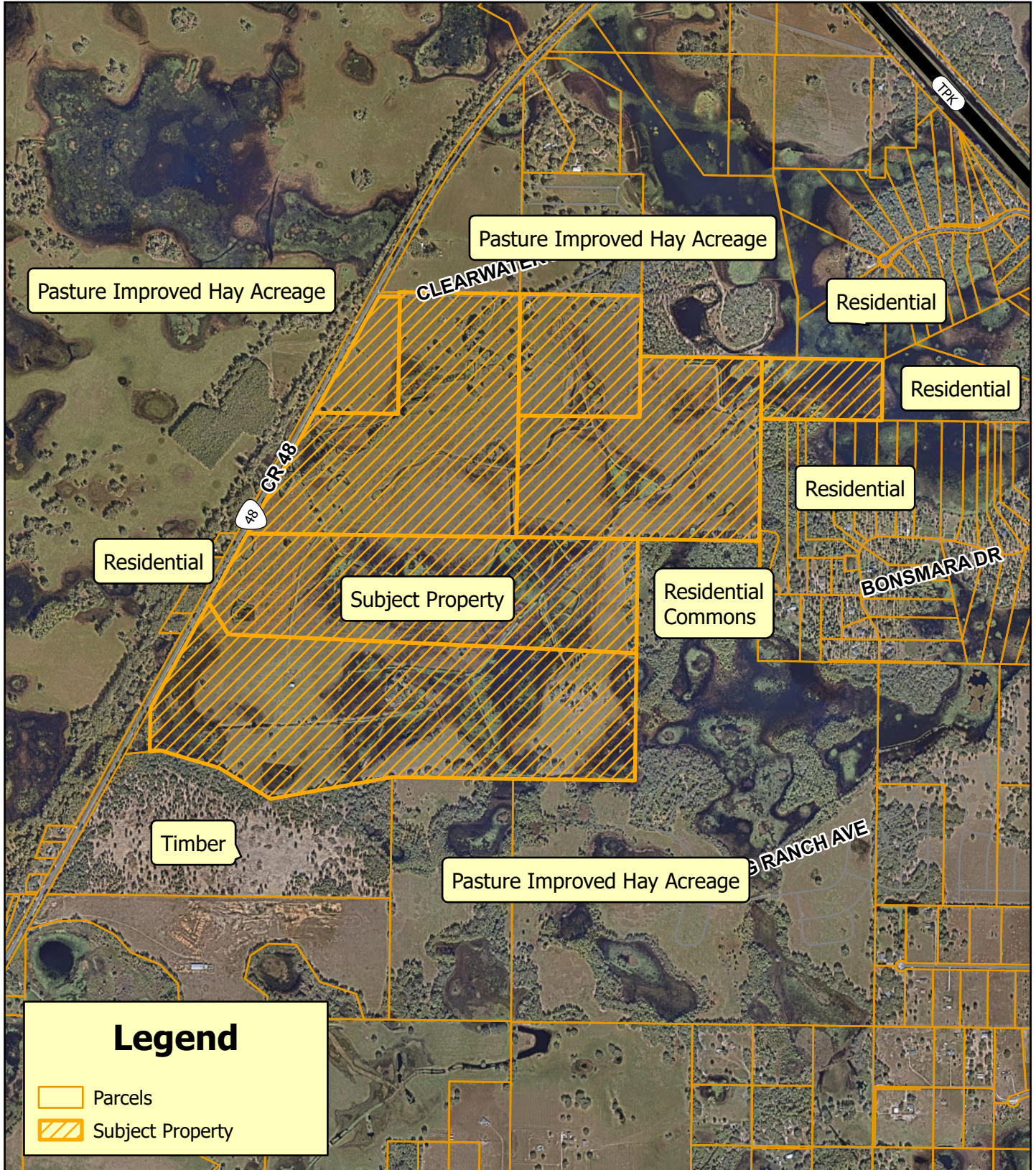
**Planning  
& Zoning  
Division**



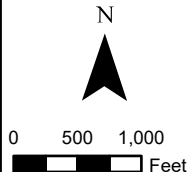
Oak Ridge  
ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
June 25, 2025



# Surrounding Land Uses



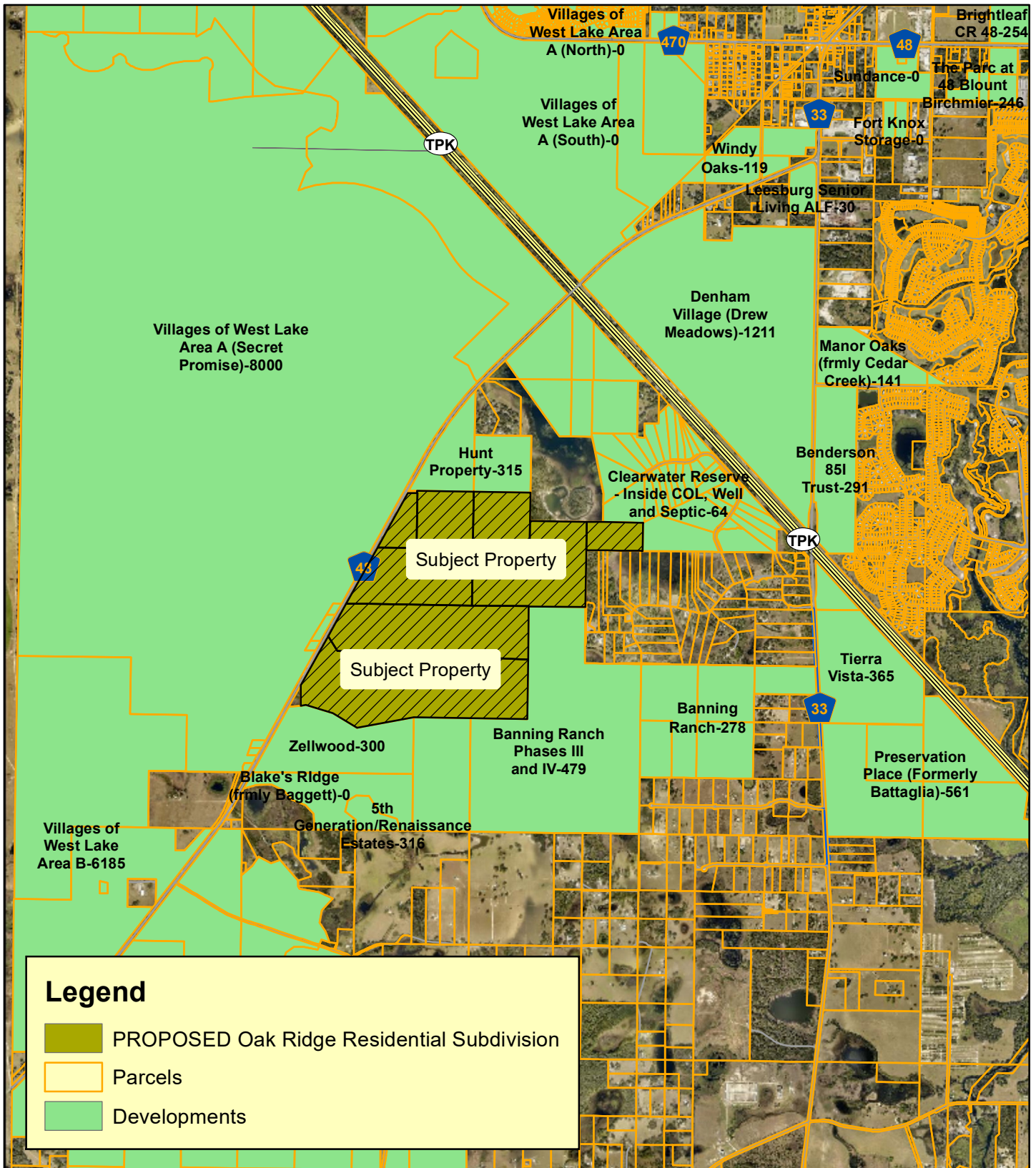
**Planning  
& Zoning  
Division**



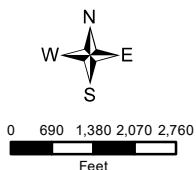
Oak Ridge  
 ANN-25-546; LSCP-25-547; PUD-25-548  
 Alternate Key(s): 1296536, 3876339, 1800986,  
 1775264, 1775205, 3907170, 2546042  
 Section 28, 29, 32 Township 20 South, Range 24 East  
 June 25, 2025



# Developments



**Planning  
& Zoning  
Division**



Oak Ridge Residential Subdivision

AK#s: 1296536, 1800986, 3876339, 1775205, 2546042, 1775264, 3907170

Sections 28, 29, 32, & 33, Township 20 South, Range 24 East

April 2, 2025



Parcel #1



Closeup of Sign from County Road 48.



Looking North along County Road 48 from Subject Property.





Looking East into the Subject Property from County Road 48.



Looking South along County Road 48 from Subject Property.





Looking West across County Road 48 from the Subject Property.

**Parcel #2**



Closeup of Sign from County Road 48.



**SIGN POSTING PHOTOS**

Posted on 07/18/2025

**Oak Ridge (ANNX-25-546); LSCP-25-547; PUD-25-548**



Looking North along County Road 48 from Subject Property.



Looking East into the Subject Property from County Road 48.





Looking South along County Road 48 from Subject Property.



Looking West across County Road 48 from Subject Property.





SUMMARY MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY HALL  
THURSDAY, JULY 31<sup>ST</sup>, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, July 31<sup>st</sup>, 2025, at City Hall.

Vice-Chairman Sanders called the meeting to order at 4:30 p.m.

The following Commission members were present:

Nathaniel Sanders  
Ted Bowersox  
Frazier Marshall  
John O'Kelley  
Ze'Shieca Carter  
Stewart Kaplan  
Ken Simeone

The following Commission member was absent:

Tim Sennett - Chairman  
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Max Van Allen, 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,  
JUNE 19<sup>TH</sup>, 2025.**

from June 19<sup>th</sup>, 2025 Planning Commission, there may be some type of scheduling conflict from the applicant; satisfied with conditions, went over facades; consistent, and mixed of uses, commercial zoning; open a store.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Commissioners' and Dan Miller discussed fence location; Dan Miller replied due to the fact that the neighbor did make a request and we thought it was a good idea; the fence will go around the sides and back of the property only.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

**Commissioner Bowersox made a motion to APPROVE case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY**  
**Commissioner Kaplan SECONDED the motion.**

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Carter   | Yes |
| Commissioner Kaplan   | Yes |
| Commissioner O'Kelley | Yes |
| Commissioner Sanders  | Yes |
| Commissioner Simeone  | Yes |
| Commissioner Bowersox | Yes |
| Commissioner Marshall | Yes |

Seven yeas, no nays, the Planning Commission approved case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY.

Vice-Chairman Sanders called for the second case under new business be brought forward.

## **NEW BUSINESS**

### **1) PUBLIC HEARING CASE # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 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, AUGUST 25<sup>TH</sup>, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13<sup>TH</sup>, 2025)** (Oak Ridge LSCP)

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

Dan Miller introduced case number #LSCP-25-547 – Oak Ridge – Large Scale Comprehensive Plan Amendment and case number #PUD-25-548 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, proposal, went over the PUD requirements, went over site plan, design and architectural standards, site access and signage, recreation, utilities; stated all development must be on City water and wastewater; so, there will be no wells or septic systems on the property, and phasing, or expiration clause; which requires that the development move forward with substantial commencement within four years, or the property has an automatic reversion to the RE-1 Zoning standards, which is one acre per unit.

Max Van Allen, Senior Planner 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; the project is outside the Leesburg Electric service area; Gas Department comments read into the record. Lake County School Board; the project will be subject to school concurrency review. This is a review by the school board staff to see if adequate student stations are present; project will be subject to a mitigation agreement to provide adequate stations within the school system, thus, the developer will have to provide adequate student stations, or adequate stations must exist within the system for the project to move forward, at the time of development, each of those mitigation agreements must be approved by the School Board and the Leesburg City Commission. Lake County Public Works had no comments; however, for the record, we would like to note that staff is continuously communicating with Lake County on various projects, and we anticipate that this proposal should it be approved by City Commission; the standard comments regarding turn lanes, additional right of way for roads and drainage, etc., will apply. Leesburg's PUDs are written to support Lake County Public Works in the matter of these requests. Public responses – no written Public comments 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 recommended approval.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Logan Opsahl Lowndes Law Firm 215 North Eola Drive thanks the Commission for their time and service, also thanks Staff for their presentations and gave a brief presentation; went over location map, surrounding density; Huntington Oaks; north, 3.7 units an acre, Blake Ridge; 2.9, Zellwood; 2.9, compatibility perspective; relates to density, being proposed on Oak Ridge; 596 acres, equates to 1½ units an acre, FLU; Lake County map; existing use, commercial, estate residential, Zoning map; yellow PUD, agricultural historical use, sod stripping cattle; property use history, previous site plan; presented at community meeting; similar to final site plan; in PUD, work with Staff on changes on specific comments heard at community meeting; made changes, Dan Miller outlined the SF versus villas; read lot sizes into the record, addition of 50' and 60' lots; cooperation with Staff, heavily amenities; open space; being preserved, wetlands; created, natural vegetation, multi-use trail, natural trail, neighborhood parks, activity center pool, open space elements; in PUD performance standard include; 35% min., our current plan; 70% open space, maximized wetland preservation, unique shape; development; enhancements of preserving/creating new wetlands, native landscape; improved water quality, buffering from the development, natural wetlands, stormwater treatment; fully engineered, working with City Staff and City code, natural trail; east, neighbors comments, view shed; changes made, and went over the final site plan.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Commissioners' and Dan Miller discussed water consumption; addressed thoroughly by the City of Leesburg; Dan Miller replied it has been reviewed by the Public Works department, evidence of current capacity, we do not reserve capacity, wastewater; Dan Miller replied wastewater same situation, CR 48 impact; Dan Miller replied there is a traffic study required of every zoning; done, didn't degrade the level of service; gave a brief explanation to the Commission on level of service, Lake County require; widening of turn lanes; if project approved, by City Commission as well, site plan 600 acres; 1½ houses per acre, 1½ acres on the whole 600 acres site; Dan Miller replied that's correct, the City of Leesburg use gross density measurements, gave a brief explanation to the Commission on gross density, 1.5 density; consistent, lot sizes throughout the developments and densities, lot sizes; same, wetlands; marsh, water, over populated, very dense; houses, plans; too congested, open space; wetlands, mosquitos, site plan, back yards; backing up to marsh/wetlands, too clustered, approximate space between houses; 50' or 70' lots; Dan Miller replied and stated it's the standard 5' on each side to give you 10', market, aim to bring families in Lake County think about education, part of amenities; childcare center, prefer community oriented childcare center versus pool; consider in plans, roads inferior; not addressed/solved, on-going problem, CR 48 & 33 continuous issues; not in favor.

Logan Opsahl addressed comments from the Commission and stated it's based on density across the whole site; roads/units are placed; too be cluster; upland area,

avoid wetlands, additional open space, thanks Commission for comments, market; recognizing as amenity.

Brian Skidmore Ardurra Group representing the applicant at 4921 Memorial Highway Tampa, Florida stated to comments for open space amenities and concern about density, upland portions of project considered that on the outline of the design, water management district, standard buffer; 25', providing expanded buffers, plant buffers; current condition, enhancing buffers; native vegetation, creating filter strips; behind the lot, plantings ground cover/trees, expanded wetlands; existing, buffer wetland from development, provide expanded habitat; throughout the development, 20' acres; new wetlands.

Brian Dalrymple representing the applicant at 3140 Orleans Way Apopka, Florida stated some entry level houses, some first time move up; large lots, second time move up; buyer, leaving house, layout; a lot of space; enjoy the nature, open space, and enhance places as well.

Vice-Chairman Sanders stated if the Commission have any questions of Staff or applicant.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

**Commissioner Carter made a motion to APPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT SECONDED the motion.**

The motion dies for a lack of a second.

**Commissioner Marshall made a motion to DISAPPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.**

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Kaplan   | Yes |
| Commissioner O'Kelley | Yes |
| Commissioner Sanders  | No  |
| Commissioner Simeone  | Yes |
| Commissioner Bowersox | Yes |
| Commissioner Marshall | Yes |
| Commissioner Carter   | No  |

Five yeas, two nays, the Planning Commission disapproved case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Vice-Chairman Sanders called for the second case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 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, AUGUST 25<sup>TH</sup>, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13<sup>TH</sup>, 2025)** (Oak Ridge PUD)

Vice-Chairman Sanders entertained a motion, and then the voting took place.

**Commissioner Bowersox made a motion to DISAPPROVE case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT Commissioner O’Kelley SECONDED the motion.**

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner O’Kelley | Yes |
| Commissioner Sanders  | No  |
| Commissioner Simeone  | Yes |
| Commissioner Bowersox | Yes |
| Commissioner Marshall | Yes |
| Commissioner Carter   | No  |
| Commissioner Kaplan   | Yes |

Five yeas, two nays, the Planning Commission disapproved case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT.

**ANNOUNCEMENTS**

Dan Miller stated he would like to thank Staff for the hard work they done during some health challenges he had; also thanks the Commission for all the hard work they do.

**ADJOURNMENT**

Meeting was adjourned at 5:23 p.m.

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Nathaniel Sanders, Vice-Chairman

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Sabrina Mitchell, Executive Assistant I

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.A.3.

**Meeting Date:** November 10, 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 596.29 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached units, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge PUD)

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### Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached residential units.

### Analysis:

The project site is approximately 596.29 acres, and is generally located east of County Road 48 and south of Ronald Reagan Turnpike as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow 910 single-family attached and detached units, consisting of 642 detached units and 268 villa units. The existing land uses surrounding the property are Non-Agricultural Acreage, Vacant Residential, Pasture Improved Hay Acreage, and Timber. City of Leesburg utilities are available along County Road 48 and County Road 33.

The Planning Commission held a public hearing on the application on July 31, 2025, and recommended denial, 5-2, citing concerns of water consumption, nearby wetlands, density, and noted the need for childcare/education options.

### Procurement Analysis:

N/A

### Options:

1. Approve the proposed rezoning from Lake County A (Agriculture) to City PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

**Fiscal Impact:**

New development on this site will create a significant 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 596.29 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW 910 SINGLE-FAMILY ATTACHED AND DETACHED UNITS, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, LYING IN SECTIONS 28, 29, AND 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (OAK RIDGE PUD)**

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

**Section 1.**

Based upon the petition of SD 48 Group LLC, Petitioner, "Permittee," 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 10th day of November 2025.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

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

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 417.79 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

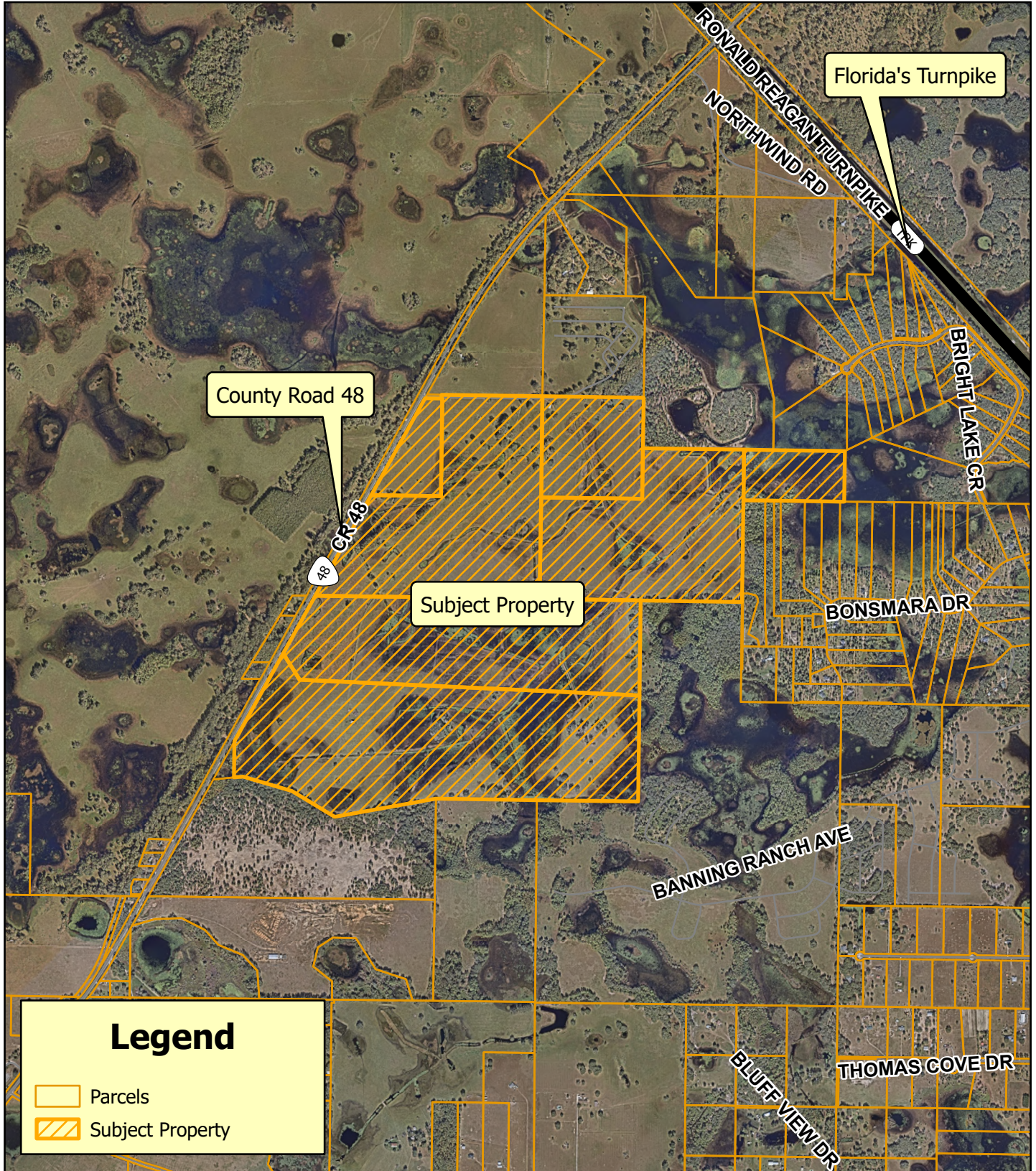
A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH RANGE 24 EAST LAKE COUNTY FLORIDA; THENCE NORTH 89°41'38" WEST ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 2642.11 FEET TO THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 89°38'44" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32 A DISTANCE OF 294.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD #48; THENCE RUN SOUTH 28°35'10" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 866.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 32°23'03" EAST A DISTANCE OF 405.37 FEET; THENCE RUN SOUTH 87°50'12" EAST A DISTANCE OF 4456.51 FEET TO THE EAST LINE OF THE AFORESAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°12'25" WEST A DISTANCE OF 1338.44 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE NORTH 89°40'37" WEST ALONG THE SOUTH LINE OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33 A DISTANCE OF 1327.83 FEET TO THE SOUTHEAST CORNER OF NORTHEAST ONE QUARTER OF THE AFORESAID SECTION 32; THENCE RUN NORTH 89°39'53" WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 1322.37 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 32 TO THE NORTH LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3095 PAGE 1479 PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 79°17'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1346.90 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 59°22'54" WEST ALONG SAID NORTH LINE A DISTANCE OF 657.17 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 73°59'09" WEST ALONG SAID NORTH LINE A DISTANCE OF 666.10 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN SOUTH 83°46'24" WEST ALONG SAID NORTH LINE A DISTANCE OF 119.21 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 00°20'39" EAST ALONG SAID WEST LINE A DISTANCE OF 472.82 FEET TO THE SAID EASTERLY THE RIGHT-OF-WAY LINE FOR COUNTY ROAD 48; THENCE RUN NORTH 28°35'10" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1315.98 FEET TO THE POINT OF BEGINNING.

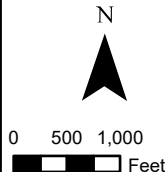
CONTAINING 178.50 ACRES, MORE OR LESS.



# Extended Locator



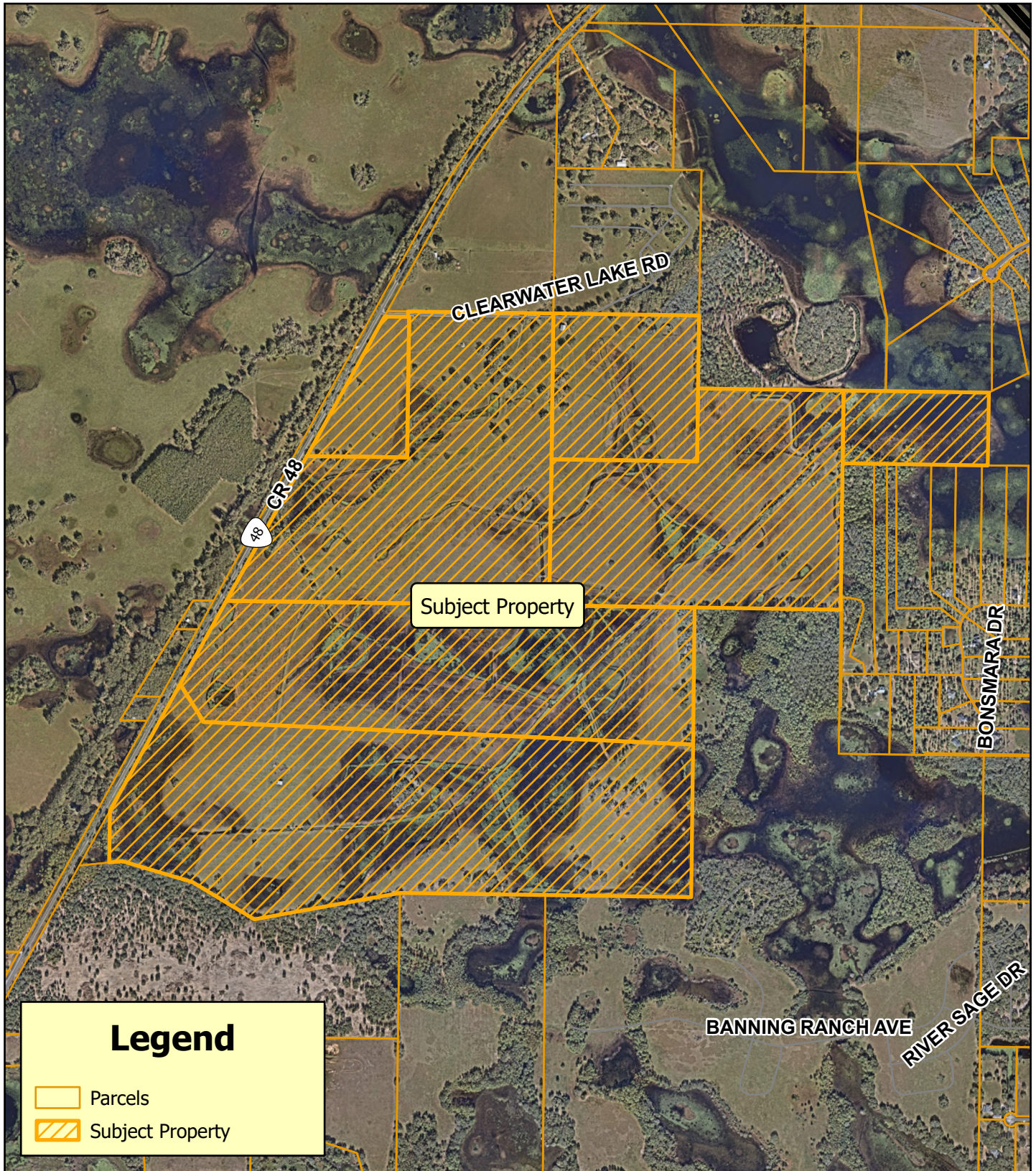
**Planning  
& Zoning  
Division**



Oak Ridge  
ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
May 29, 2025



# Aerial

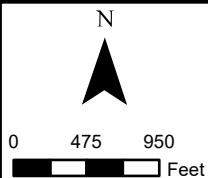


## Legend

- Parcels
- Subject Property



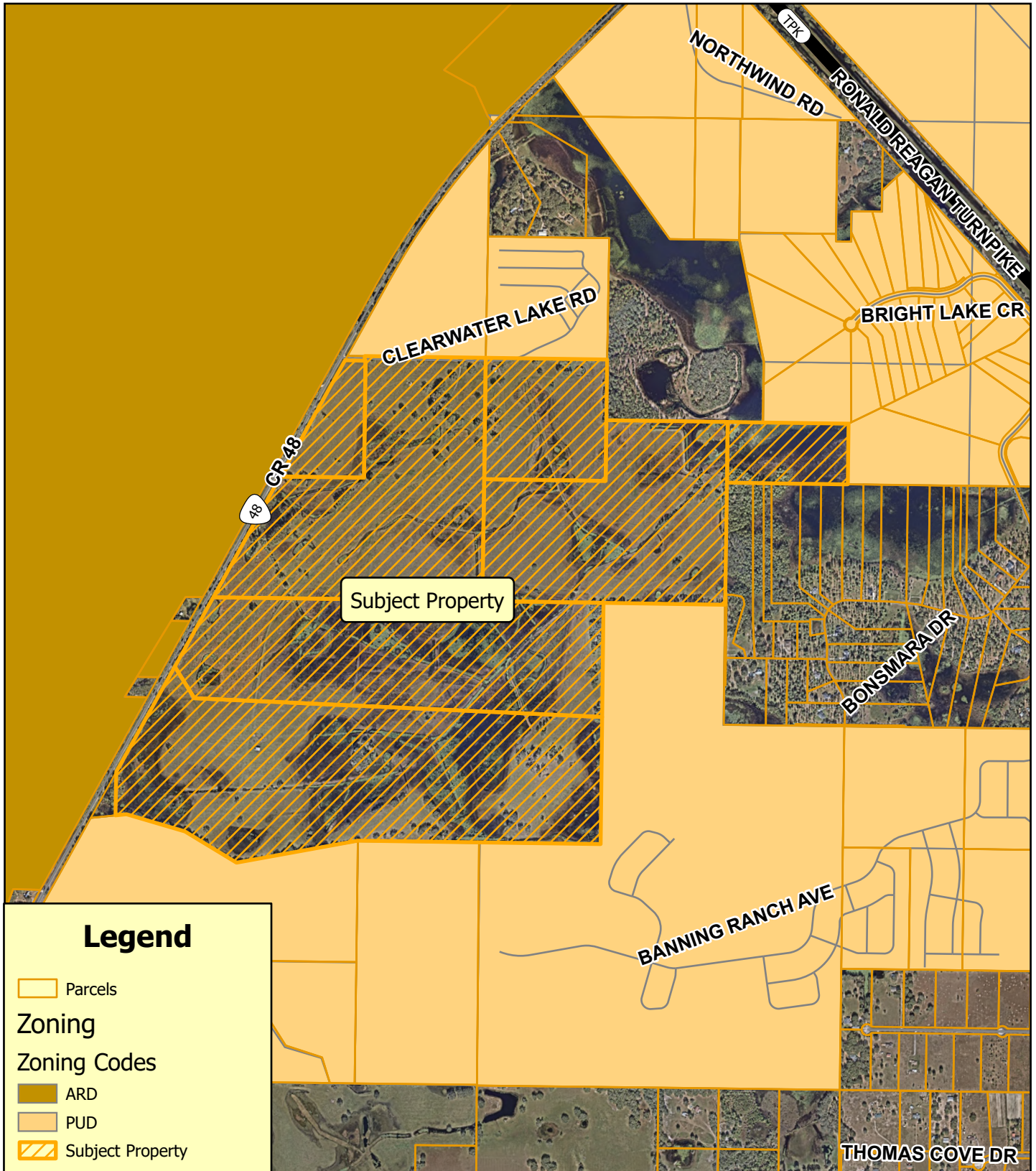
**Planning  
& Zoning  
Division**



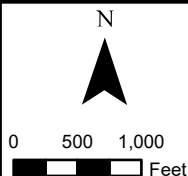
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ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
May 29, 2025



# Zoning



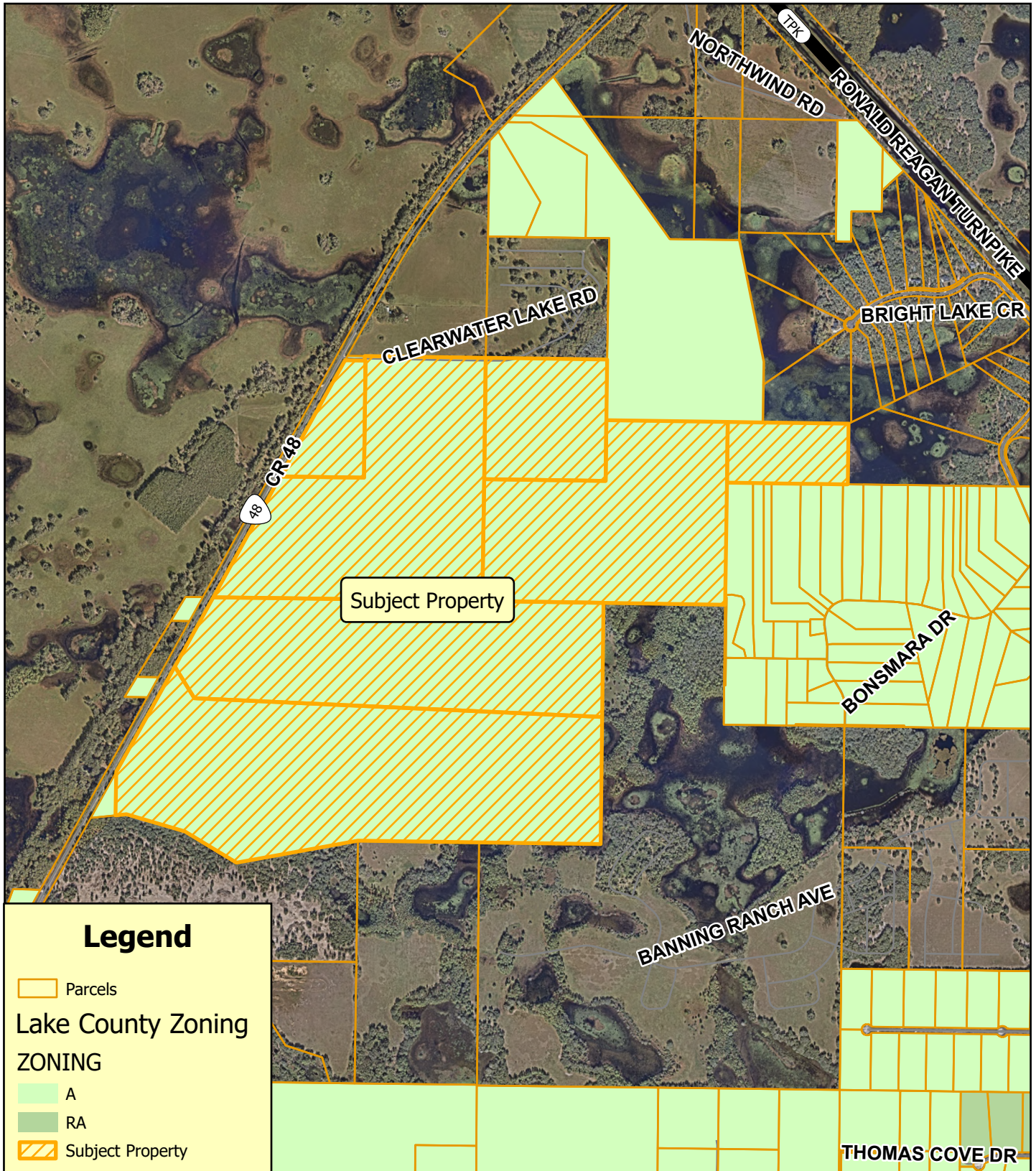
**Planning  
& Zoning  
Division**



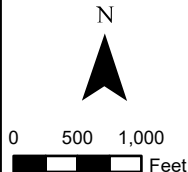
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 ANN-25-546; LSCP-25-547; PUD-25-548  
 Alternate Key(s): 1296536, 3876339, 1800986,  
 1775264, 1775205, 3907170, 2546042  
 Section 28, 29, 32 Township 20 South, Range 24 East  
 May 29, 2025



# Lake County Zoning



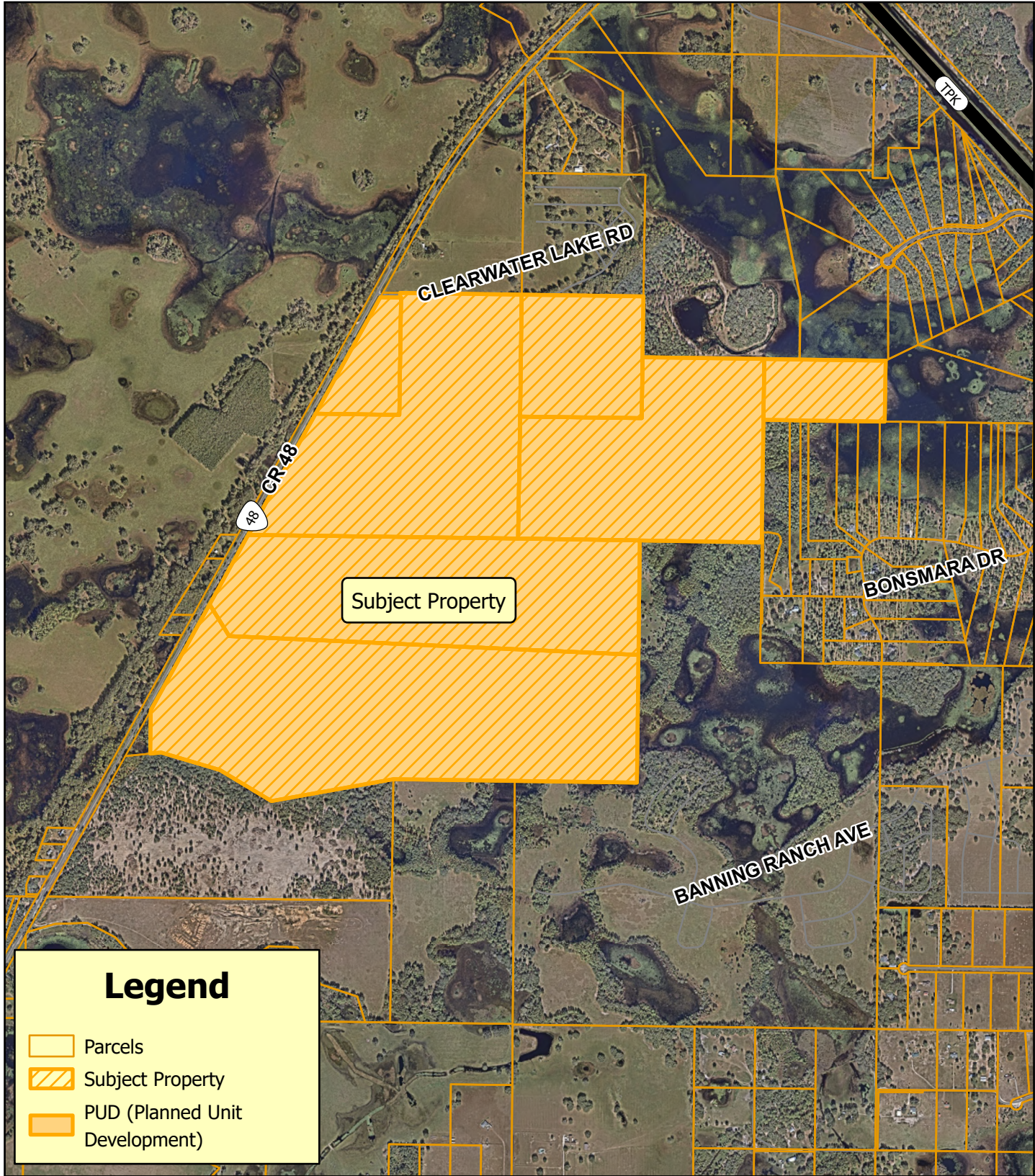
**Planning  
& Zoning  
Division**



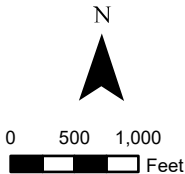
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 ANN-25-546; LSCP-25-547; PUD-25-548  
 Alternate Key(s): 1296536, 3876339, 1800986,  
 1775264, 1775205, 3907170, 2546042  
 Section 28, 29, 32 Township 20 South, Range 24 East  
 May 29, 2025



# Proposed Zoning



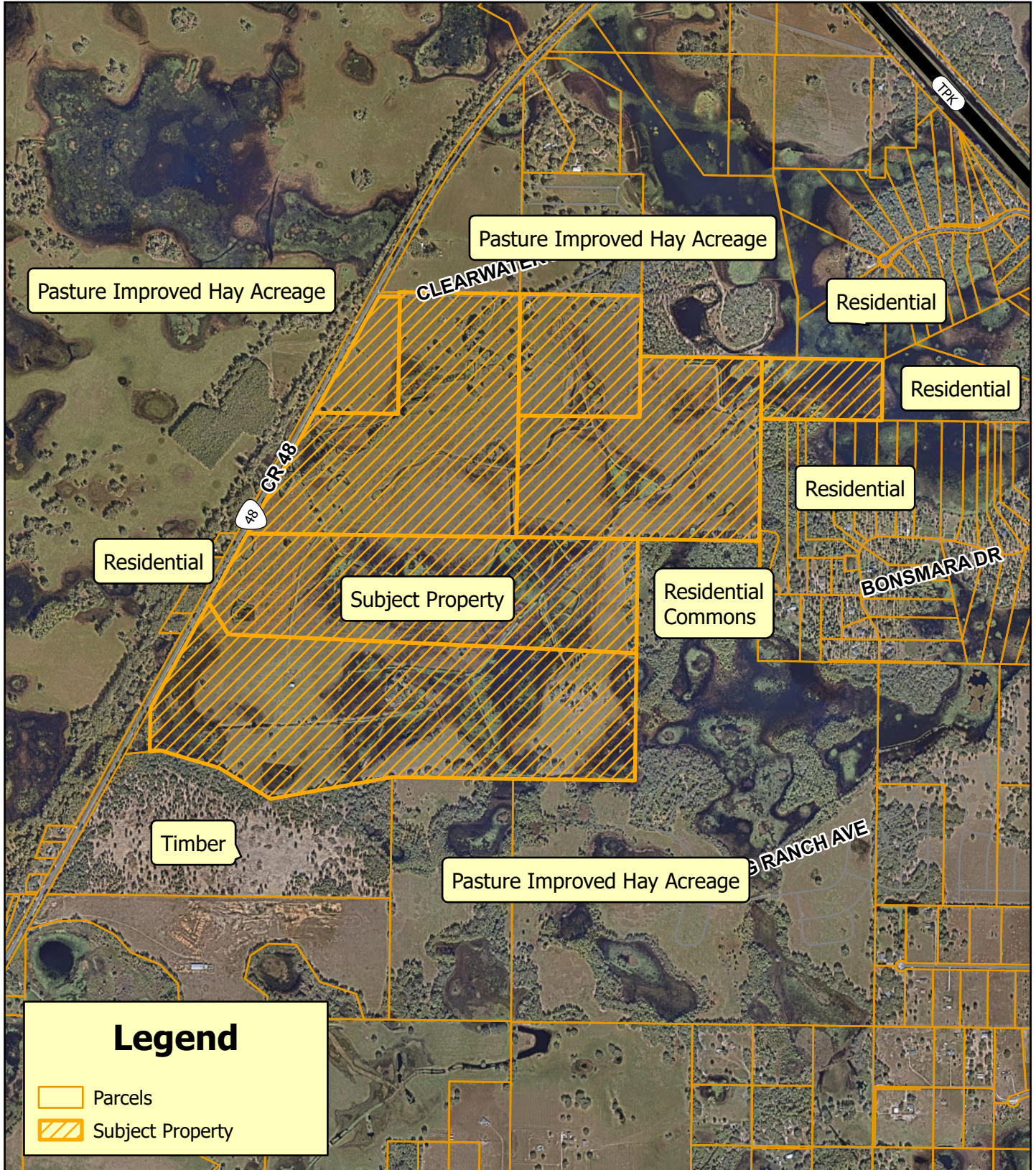
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& Zoning  
Division**



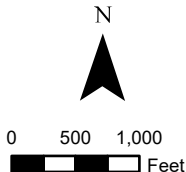
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ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
June 25, 2025



# Surrounding Land Uses



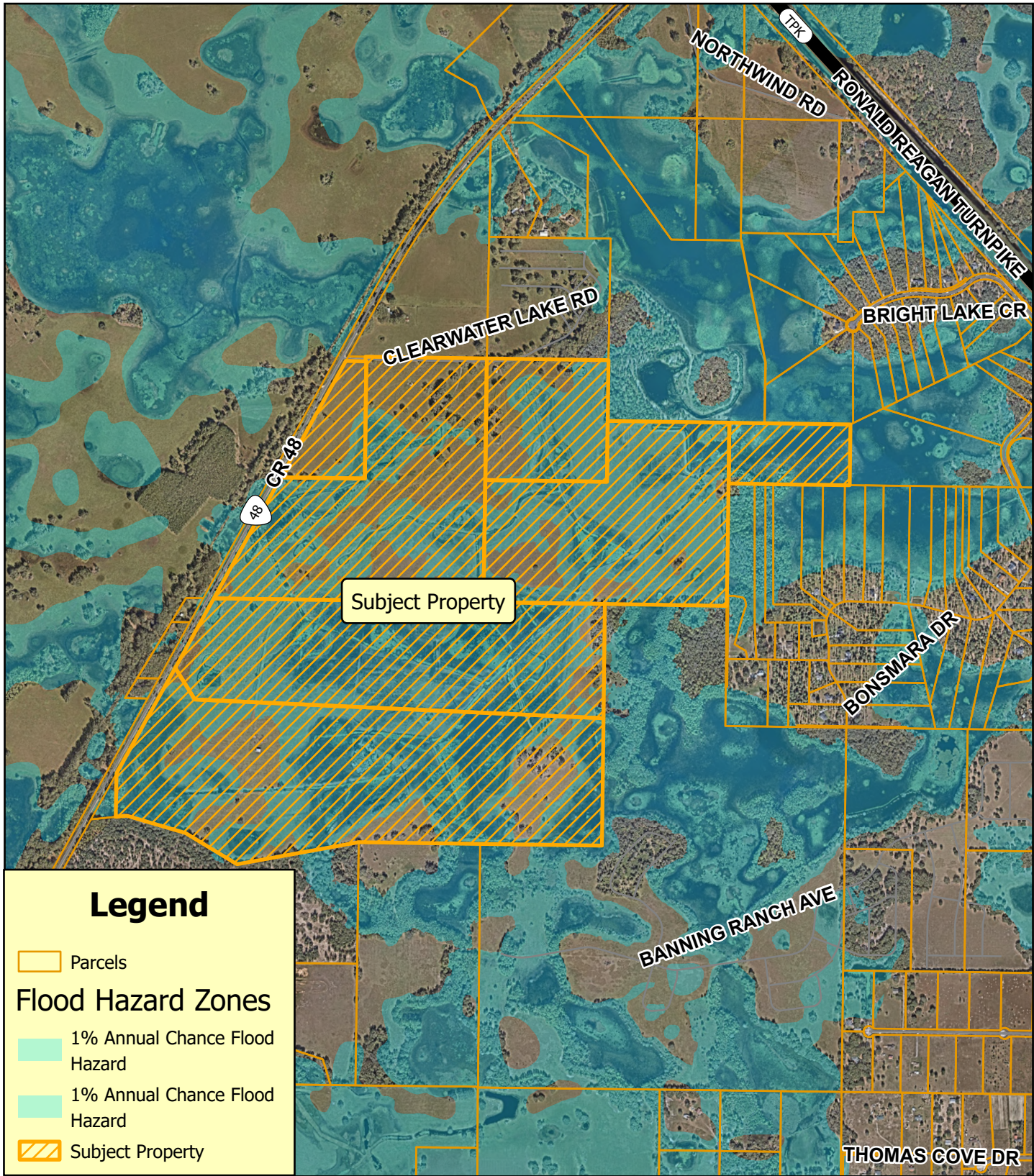
**Planning  
& Zoning  
Division**



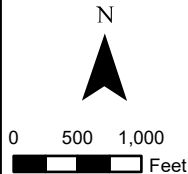
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ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
June 25, 2025



# Flood Zone



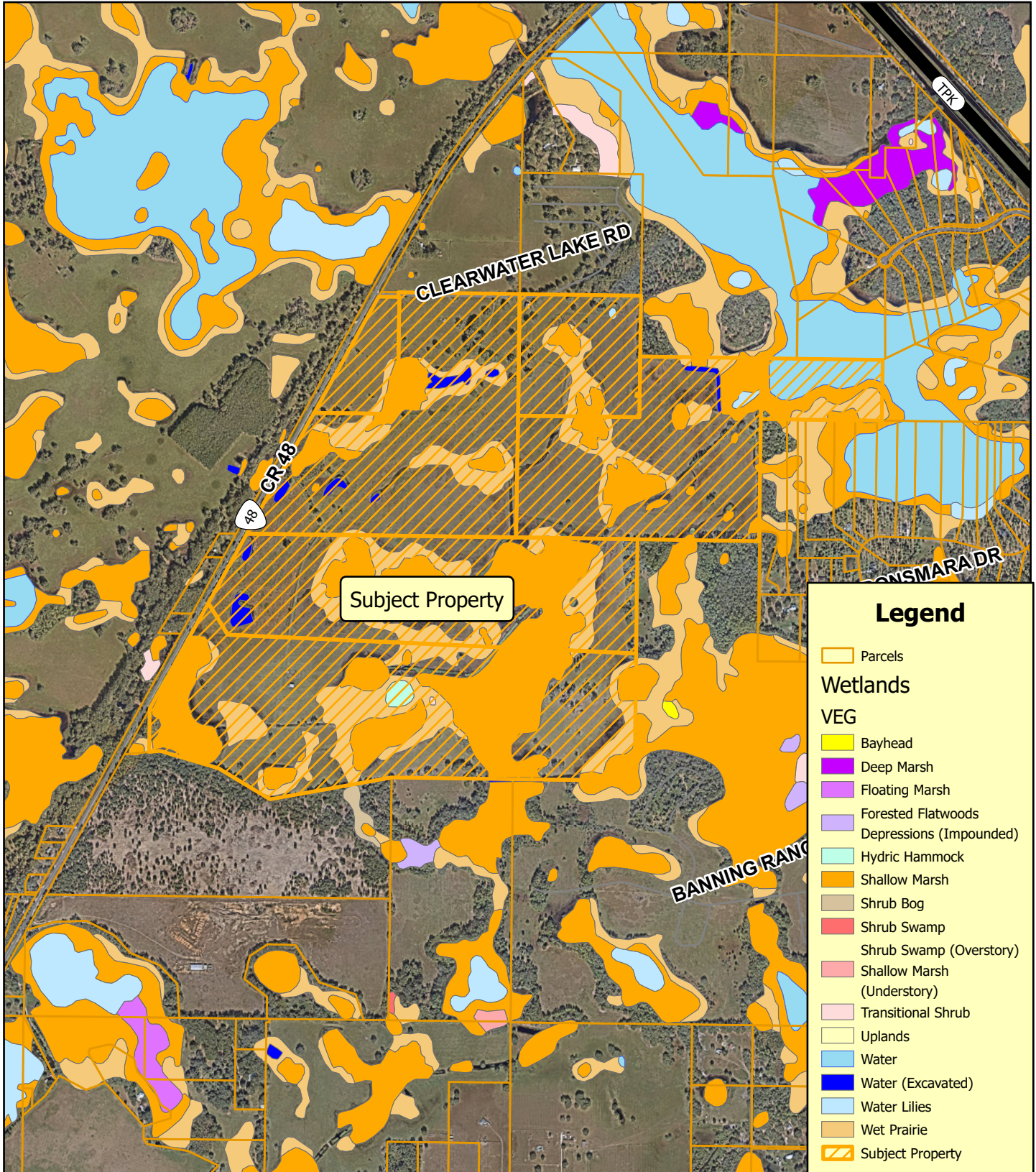
**Planning  
& Zoning  
Division**



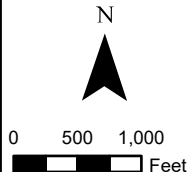
Oak Ridge  
ANNX-25-546; LSCP-25-547; PUD-25-548  
Alternate Key(s): 1296536, 3876339, 1800986,  
1775264, 1775205, 3907170, 2546042  
Section 28, 29, 32 Township 20 South, Range 24 East  
May 29, 2025



# Wetlands



**Planning  
& Zoning  
Division**



Oak Ridge  
 ANN-25-546; LSCP-25-547; PUD-25-548  
 Alternate Key(s): 1296536, 3876339, 1800986,  
 1775264, 1775205, 3907170, 2546042  
 Section 28, 29, 32 Township 20 South, Range 24 East  
 May 29, 2025



Parcel #1



Closeup of Sign from County Road 48.



Looking North along County Road 48 from Subject Property.





Looking East into the Subject Property from County Road 48.



Looking South along County Road 48 from Subject Property.





Looking West across County Road 48 from the Subject Property.

**Parcel #2**



Closeup of Sign from County Road 48.



**SIGN POSTING PHOTOS**

Posted on 07/18/2025

**Oak Ridge (ANNX-25-546); LSCP-25-547; PUD-25-548**



Looking North along County Road 48 from Subject Property.



Looking East into the Subject Property from County Road 48.





Looking South along County Road 48 from Subject Property.



Looking West across County Road 48 from Subject Property.



**OAK RIDGE PUD**  
**PLANNED UNIT DEVELOPMENT AGREEMENT**  
*Conditions of Approval*  
**July 31, 2025**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **SD 48 Group LLC 103 Commerce St Ste #140, Lake Mary, FL 32746, Petitioner, (Nicole Lebron, Ardurra Group, Inc., Agent, and Tara Tedrow, Esq., Lowndes Law, Agent), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

**BACKGROUND**

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 596.29 +/- acres containing a maximum of 910 detached and attached single-family residential units and associated amenities, generally located east of County Road 48 and South of Ronald Reagan Turnpike, 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 **SD 48 Group LLC 103 Commerce St Ste #140, Lake Mary, FL 32746, Petitioner, (Nicole Lebron, Ardurra Group, Inc., Agent, and Tara Tedrow, Esq., Lowndes Law, Agent), "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 596.29 +/- acres, shall be used for platted, detached and attached single-family residential development, pursuant to City of Leesburg development codes and standards.

#### A. Permitted Uses

1. Detached single family residential units
2. Attached single family units ('Villas')
3. Accessory structures for residential uses
4. Outdoor recreation intended for the primary use of residents, such as trails, parks, and outdoor fitness equipment.
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

#### B. Prohibited Uses

1. Multi-family units (Apartments)
2. Commercial uses (as a primary use)
3. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

### 4. DEVELOPMENT STANDARDS

- A. The project shall contain a maximum of 910 single-family residential units, at a gross density not to exceed 1.53 units per acre on the approximately 596.29-acre site, as shown on **Exhibit C, Conceptual Development Plan**.
- B. Larger lot sizes meeting the requirements herein with site plan review and approval from the Planning and Zoning Director, or designee may be substituted for fifty- (50) foot lots.
- C. Each detached single-family residential unit shall have a minimum two (2) car garage.
- D. Each attached single-family residential unit shall have a minimum two (2) car garage, or a one (1) car garage with one (1) off-street parking space provided per unit.
- 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 detached single-family 50-foot lots:
    - a. A maximum of 559 lots shall have a minimum lot width of fifty (50) feet.
    - b. Minimum house size: 1,500 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 5,250 square feet.
    - e. Minimum lot width 50 feet
    - f. Minimum lot depth 105 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 detached single-family 60-foot lots:
    - a. No less than 46 lots shall have a minimum lot width of sixty (60) feet.
    - b. Minimum house size: 1,700 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 6,300 square feet.
    - e. Minimum width 60 feet
    - f. Minimum depth 105 feet
    - g. Minimum building setbacks:
      - Front – 25 feet;
      - Porch – 20 feet (porch must be a minimum width of 5 feet).
      - Rear – 18 feet;

Side – 5 feet;  
Corner Side – 15 feet.

3. For detached single-family 70-foot lots:
  - a. No less than 37 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 7,350 square feet.
  - e. Minimum width 70 feet
  - f. Minimum depth 105 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.
4. For attached single-family 35-foot lots ('Villas'):
  - a. No less than 268 lots shall have a minimum lot width of thirty-five (35) feet.
  - b. Minimum house size: 1,200 square feet (under roof).
  - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
  - d. Minimum lot size shall be 4,200 square feet.
  - e. Minimum width 35 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 – 17 feet;
    - Side – 5 feet;
    - Corner Side – 15 feet.
  - h. Minimum 50-foot detached single family lots meeting standards herein may be substituted for Villa lots by the developer, subject to approval by the Planning and Zoning Director, or designee, and provided that there is no increase in the overall approved density of the project.

## 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.

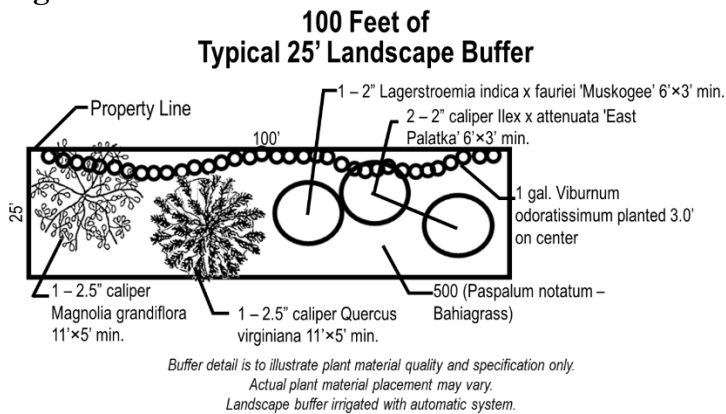
## 6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

- 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 thirty- (30) foot wide landscape buffer tract shall be provided along the County Road 48 right-of-way. Wherever the thirty- (30) foot buffer is directly adjacent to residential lots along CR 48, a minimum three- (3) foot high berm shall be required.
- C. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below, shall be provided along the southeastern portion of the property adjacent to neighboring development.
- D. A minimum fifteen- (15) foot wide buffer tract with plantings as shown in Figure B below, shall be provided along the northern portion of the property adjacent to neighboring development.
- E. 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.
- F. Each platted detached 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.
- G. Each platted attached single-family residential lot ('Villa') 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.
- H. A split-rail fence or opaque plank fence, of either wood or vinyl/synthetic construction, shall be installed along the perimeter of the property adjacent to neighboring development and/or roadway(s), wherever there is no berm or wetland present. 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**.
- I. 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.
- J. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

**Figure A**

|                                                 |                                                                                                                                                                                                                                             |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Canopy Trees (per 100 l.f.)                     | 2 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                 | 2" cal, 12' overall height                                                                                                                                                                                                                  |
| <b>Optional Ornamental Trees (per 100 l.f.)</b> | 3 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                 | 2" cal, 7' overall height                                                                                                                                                                                                                   |
| <b>Shrub Screen (per 100 l.f.)</b>              |                                                                                                                                                                                                                                             |
| Square Ft. of Shrubs                            | (33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting |
| Container size                                  | 3 gal                                                                                                                                                                                                                                       |

**Figure B**



- K. 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.
- L. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
  2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
  3. The tree survey shall be completed by a licensed surveyor.

## 7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of a minimum of three (3) boulevard-style primary access points, one (1) cross access to the south, and two (2) cross-accesses to the north, as reviewed by Lake County Public Works, and/or FDOT as applicable, and as shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County and City of Leesburg approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The three (3) 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 main 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, or may be substituted for one (1) sign within the landscape buffer on one side of the entry way. This may be used for signage per City of Leesburg Code of Ordinances, as amended.



- E. 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.
- F. 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. This project has 5,659 +/- linear feet fronting County Road 48, per Lake County Property Appraiser data. Per Ordinance 14-39, the Interlocal Service Boundary Agreement between the City of Leesburg and Lake County, shall assume maintenance responsibility of the associated right(s)-of-way, as noted therein.
- F. 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.
- G. 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.

- H. 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.
- 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 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, or as required by the applicable government authority.
- 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, floodplain mitigation, wetland mitigation, and recreational trails and boardwalks, 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 4.18 total acres, whichever is greater.
- B. Recreational requirements shall include at least one (1) primary active recreation areas to include a swimming pool and cabana with onsite parking, children's playground with equipment, and dog park area. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 200 of the approved residential units.
  - 1) A walking/nature trail, including boardwalks, shall be constructed near the wetlands throughout the development, as generally depicted on the attached **Conceptual Site Plan, Exhibit C**, which is subject to modification with approval by the City of Leesburg.
- 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.
  - 1) 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, can be used as open fields, playgrounds or trails.

## **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**

Parcel ID Altkey: 1296536, 3876339, 1800986, 1775264, 1775205, 3907170, 2546042

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32 AND 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AND THE NORTHWEST CORNER OF LOT 42 OF CLEARWATER RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00° 48' 05" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1325.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE RUN NORTH 89° 09' 12" WEST ALONG THE NORTH LINE OF SAID SECTION 33 FOR A DISTANCE OF 1324.20 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE RUN SOUTH 00° 38' 58" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 1246.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 87° 23' 18" WEST FOR A DISTANCE OF 4456.81 FEET; THENCE RUN NORTH 31° 56' 09" WEST FOR A DISTANCE OF 405.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, ACCORDING TO PROJECT NO. 1092; THENCE RUN NORTH 29° 00' 47" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 3873.04 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89° 13' 43" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1517.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 13' 32" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 1323.29 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 00° 50' 31" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 662.43 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 12' 20" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1323.81 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89° 15' 48" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1322.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 00° 48' 08" WEST ALONG THE



EAST LINE THEREOF FOR A DISTANCE OF 662.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 89° 18' 04" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1322.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 417.79 ACRES, MORE OR LESS.

A PORTION OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND A PORTION OF THE WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH RANGE 24 EAST LAKE COUNTY FLORIDA; THENCE NORTH 89°41'38" WEST ALONG THE NORTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 2642.11 FEET TO THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 89°38'44" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32 A DISTANCE OF 294.10 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD #48; THENCE RUN SOUTH 28°35'10" WEST ALONG THE SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 866.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 32°23'03" EAST A DISTANCE OF 405.37 FEET; THENCE RUN SOUTH 87°50'12" EAST A DISTANCE OF 4456.51 FEET TO THE EAST LINE OF THE AFORESAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 00°12'25" WEST A DISTANCE OF 1338.44 FEET TO THE SOUTHEAST CORNER OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33; THENCE NORTH 89°40'37" WEST ALONG THE SOUTH LINE OF THE SAID WEST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 33 A DISTANCE OF 1327.83 FEET TO THE SOUTHEAST CORNER OF NORTHEAST ONE QUARTER OF THE AFORESAID SECTION 32; THENCE RUN NORTH 89°39'53" WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE QUARTER A DISTANCE OF 1322.37 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 32 TO THE NORTH LINE OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3095 PAGE 1479 PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 79°17'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1346.90 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH

59°22'54" WEST ALONG SAID NORTH LINE A DISTANCE OF 657.17 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN NORTH 73°59'09" WEST ALONG SAID NORTH LINE A DISTANCE OF 666.10 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE RUN SOUTH 83°46'24" WEST ALONG SAID NORTH LINE A DISTANCE OF 119.21 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHWEST ONE QUARTER OF SAID SECTION 32; THENCE RUN NORTH 00°20'39" EAST ALONG SAID WEST LINE A DISTANCE OF 472.82 FEET TO THE SAID EASTERLY THE RIGHT-OF-WAY LINE FOR COUNTY ROAD 48; THENCE RUN NORTH 28°35'10" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1315.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.50 ACRES, MORE OR LESS.

**~ End of Legal Description ~**

## CONCEPTUAL SITE PLAN







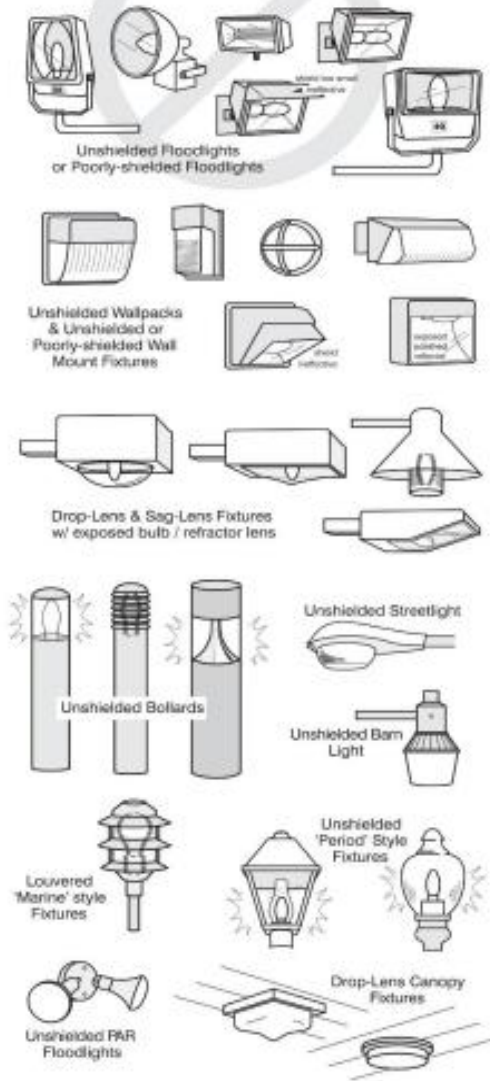


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

**Unacceptable / Discouraged**

Fixtures that produce glare and light trespass



**Acceptable**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Ciesla © 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>



SUMMARY MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY HALL  
THURSDAY, JULY 31<sup>ST</sup>, 2025 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, July 31<sup>st</sup>, 2025, at City Hall.

Vice-Chairman Sanders called the meeting to order at 4:30 p.m.

The following Commission members were present:

Nathaniel Sanders  
Ted Bowersox  
Frazier Marshall  
John O'Kelley  
Ze'Shieca Carter  
Stewart Kaplan  
Ken Simeone

The following Commission member was absent:

Tim Sennett - Chairman  
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Max Van Allen, 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,  
JUNE 19<sup>TH</sup>, 2025.**

from June 19<sup>th</sup>, 2025 Planning Commission, there may be some type of scheduling conflict from the applicant; satisfied with conditions, went over facades; consistent, and mixed of uses, commercial zoning; open a store.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Commissioners' and Dan Miller discussed fence location; Dan Miller replied due to the fact that the neighbor did make a request and we thought it was a good idea; the fence will go around the sides and back of the property only.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

**Commissioner Bowersox made a motion to APPROVE case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY**  
**Commissioner Kaplan SECONDED the motion.**

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Carter   | Yes |
| Commissioner Kaplan   | Yes |
| Commissioner O'Kelley | Yes |
| Commissioner Sanders  | Yes |
| Commissioner Simeone  | Yes |
| Commissioner Bowersox | Yes |
| Commissioner Marshall | Yes |

Seven yeas, no nays, the Planning Commission approved case # PUD-25-586 – VISTA AVENUE PDO – PLANNED DEVELOPMENT OVERLAY.

Vice-Chairman Sanders called for the second case under new business be brought forward.

## **NEW BUSINESS**

### **1) PUBLIC HEARING CASE # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 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, AUGUST 25<sup>TH</sup>, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13<sup>TH</sup>, 2025)** (Oak Ridge LSCP)

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

Dan Miller introduced case number #LSCP-25-547 – Oak Ridge – Large Scale Comprehensive Plan Amendment and case number #PUD-25-548 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, proposal, went over the PUD requirements, went over site plan, design and architectural standards, site access and signage, recreation, utilities; stated all development must be on City water and wastewater; so, there will be no wells or septic systems on the property, and phasing, or expiration clause; which requires that the development move forward with substantial commencement within four years, or the property has an automatic reversion to the RE-1 Zoning standards, which is one acre per unit.

Max Van Allen, Senior Planner 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; the project is outside the Leesburg Electric service area; Gas Department comments read into the record. Lake County School Board; the project will be subject to school concurrency review. This is a review by the school board staff to see if adequate student stations are present; project will be subject to a mitigation agreement to provide adequate stations within the school system, thus, the developer will have to provide adequate student stations, or adequate stations must exist within the system for the project to move forward, at the time of development, each of those mitigation agreements must be approved by the School Board and the Leesburg City Commission. Lake County Public Works had no comments; however, for the record, we would like to note that staff is continuously communicating with Lake County on various projects, and we anticipate that this proposal should it be approved by City Commission; the standard comments regarding turn lanes, additional right of way for roads and drainage, etc., will apply. Leesburg's PUDs are written to support Lake County Public Works in the matter of these requests. Public responses – no written Public comments 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 recommended approval.

Vice-Chairman Sanders stated if the applicant would like to speak on the case.

Logan Opsahl Lowndes Law Firm 215 North Eola Drive thanks the Commission for their time and service, also thanks Staff for their presentations and gave a brief presentation; went over location map, surrounding density; Huntington Oaks; north, 3.7 units an acre, Blake Ridge; 2.9, Zellwood; 2.9, compatibility perspective; relates to density, being proposed on Oak Ridge; 596 acres, equates to 1½ units an acre, FLU; Lake County map; existing use, commercial, estate residential, Zoning map; yellow PUD, agricultural historical use, sod stripping cattle; property use history, previous site plan; presented at community meeting; similar to final site plan; in PUD, work with Staff on changes on specific comments heard at community meeting; made changes, Dan Miller outlined the SF versus villas; read lot sizes into the record, addition of 50' and 60' lots; cooperation with Staff, heavily amenities; open space; being preserved, wetlands; created, natural vegetation, multi-use trail, natural trail, neighborhood parks, activity center pool, open space elements; in PUD performance standard include; 35% min., our current plan; 70% open space, maximized wetland preservation, unique shape; development; enhancements of preserving/creating new wetlands, native landscape; improved water quality, buffering from the development, natural wetlands, stormwater treatment; fully engineered, working with City Staff and City code, natural trail; east, neighbors comments, view shed; changes made, and went over the final site plan.

Vice-Chairman Sanders stated if anyone in the Public wants to speak on the case.

Commissioners' and Dan Miller discussed water consumption; addressed thoroughly by the City of Leesburg; Dan Miller replied it has been reviewed by the Public Works department, evidence of current capacity, we do not reserve capacity, wastewater; Dan Miller replied wastewater same situation, CR 48 impact; Dan Miller replied there is a traffic study required of every zoning; done, didn't degrade the level of service; gave a brief explanation to the Commission on level of service, Lake County require; widening of turn lanes; if project approved, by City Commission as well, site plan 600 acres; 1½ houses per acre, 1½ acres on the whole 600 acres site; Dan Miller replied that's correct, the City of Leesburg use gross density measurements, gave a brief explanation to the Commission on gross density, 1.5 density; consistent, lot sizes throughout the developments and densities, lot sizes; same, wetlands; marsh, water, over populated, very dense; houses, plans; too congested, open space; wetlands, mosquitos, site plan, back yards; backing up to marsh/wetlands, too clustered, approximate space between houses; 50' or 70' lots; Dan Miller replied and stated it's the standard 5' on each side to give you 10', market, aim to bring families in Lake County think about education, part of amenities; childcare center, prefer community oriented childcare center versus pool; consider in plans, roads inferior; not addressed/solved, on-going problem, CR 48 & 33 continuous issues; not in favor.

Logan Opsahl addressed comments from the Commission and stated it's based on density across the whole site; roads/units are placed; too be cluster; upland area,

avoid wetlands, additional open space, thanks Commission for comments, market; recognizing as amenity.

Brian Skidmore Ardurra Group representing the applicant at 4921 Memorial Highway Tampa, Florida stated to comments for open space amenities and concern about density, upland portions of project considered that on the outline of the design, water management district, standard buffer; 25', providing expanded buffers, plant buffers; current condition, enhancing buffers; native vegetation, creating filter strips; behind the lot, plantings ground cover/trees, expanded wetlands; existing, buffer wetland from development, provide expanded habitat; throughout the development, 20' acres; new wetlands.

Brian Dalrymple representing the applicant at 3140 Orleans Way Apopka, Florida stated some entry level houses, some first time move up; large lots, second time move up; buyer, leaving house, layout; a lot of space; enjoy the nature, open space, and enhance places as well.

Vice-Chairman Sanders stated if the Commission have any questions of Staff or applicant.

Vice-Chairman Sanders closes discussion from the Public and then discussion took place with the Commission.

Vice-Chairman Sanders entertained a motion, and then the voting took place.

Vice-Chairman Sanders called for a vote on the first case.

**Commissioner Carter made a motion to APPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT SECONDED the motion.**

The motion dies for a lack of a second.

**Commissioner Marshall made a motion to DISAPPROVE case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.**

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner Kaplan   | Yes |
| Commissioner O'Kelley | Yes |
| Commissioner Sanders  | No  |
| Commissioner Simeone  | Yes |
| Commissioner Bowersox | Yes |
| Commissioner Marshall | Yes |
| Commissioner Carter   | No  |

Five yeas, two nays, the Planning Commission disapproved case # LSCP-25-547 – OAK RIDGE – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Vice-Chairman Sanders called for the second case under new business be brought forward.

2) **PUBLIC HEARING CASE # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 596.29 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND SOUTH OF RONALD REAGAN TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 28, 29, 32 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, AUGUST 25<sup>TH</sup>, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 13<sup>TH</sup>, 2025)** (Oak Ridge PUD)

Vice-Chairman Sanders entertained a motion, and then the voting took place.

**Commissioner Bowersox made a motion to DISAPPROVE case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT Commissioner O’Kelley SECONDED the motion.**

The roll call vote was:

|                       |     |
|-----------------------|-----|
| Commissioner O’Kelley | Yes |
| Commissioner Sanders  | No  |
| Commissioner Simeone  | Yes |
| Commissioner Bowersox | Yes |
| Commissioner Marshall | Yes |
| Commissioner Carter   | No  |
| Commissioner Kaplan   | Yes |

Five yeas, two nays, the Planning Commission disapproved case # PUD-25-548 – OAK RIDGE – PLANNED UNIT DEVELOPMENT.

**ANNOUNCEMENTS**

Dan Miller stated he would like to thank Staff for the hard work they done during some health challenges he had; also thanks the Commission for all the hard work they do.

**ADJOURNMENT**

Meeting was adjourned at 5:23 p.m.

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Nathaniel Sanders, Vice-Chairman

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Sabrina Mitchell, Executive Assistant I

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.A.4.

**Meeting Date:** November 10, 2025

**From:** Dan Miller, (Planning and Zoning Director)

**Subject:** An Ordinance of the City of Leesburg, Florida, amending the boundaries and changing the name of the Grace Key Groves Community Development District established pursuant to Ordinance 24-33, to 'Grace Groves CDD'; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Grace Groves)

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### **Staff Recommendation:**

Planning and Zoning Staff is recommending approval of the proposed name change to 'Grace Groves' and boundary amendment to 730.35-acres.

### **Analysis:**

This request is for an ordinance amending the boundaries and changing the name of the existing of the Grace Key Groves Community Development District to Grace Groves CDD.

This CDD will serve the Grace Groves (formerly known as Bar Key Groves) area generally located south of Dewey Robbins Road and east of Bridges Road and U.S. Highway 27. This property currently consists of approximately 691.3 acres, and with the proposed inclusion of 39.05 acres, will encompass a total of 730.35 approximate acres. (1,700 housing units total, including the 156 units on the 39.05-acre addition).

A CDD's services may include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus schools and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

Approval of this request does not create a negative impact for the City's comprehensive plan or the surrounding property owners.

### **Procurement Analysis:**

N/A

### **Options:**



1. Approve the proposed ordinance amending the boundaries of the Grace Groves Community Development District; or
2. Other such action as the Commission may deem appropriate.

**Fiscal Impact:**

Property owners within the Grace Groves Community Development District areas are solely responsible for the funding, financing, and maintenance of activities of the district; therefore, no direct fiscal impact is anticipated.

**ORDINANCE NO. 25-\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,  
AMENDING THE BOUNDARIES OF THE GRACE KEY GROVES  
COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED  
PURSUANT TO ORDINANCE 21-17; CHANGING THE NAME OF  
THE DISTRICT TO “GRACE GROVE COMMUNITY  
DEVELOPMENT DISTRICT”; PROVIDING A SEVERABILITY  
CLAUSE; ADDRESSING CONFLICTS; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, effective July 22, 2024, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida (“City”), previously adopted Ordinance No. 24-33 establishing the Grace Key Groves Community Development District (“District”); and

**WHEREAS**, the District has petitioned the City to adopt an ordinance amending the boundaries of District pursuant to Chapter 190, Florida Statutes (“Boundary Amendment”) and to change of the name of the District from “Grace Key Groves Community Development District” to “Grace Groves Community Development District” (“Name Change”); and

**WHEREAS**, the City, in determining whether to amend the District’s boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries and Change the Name of the Grace Key Groves Community Development District* (“Petition”) are true and correct; and

**WHEREAS**, as set forth in the Petition, the landowners of the Expansion Parcels have provided their consent to the Boundary Amendment; and

**WHEREAS**, a public hearing has been conducted by the City on November 10, 2025, in accordance with the requirements and procedures of Section 190.046, Florida Statutes, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

**WHEREAS**, the City has considered and finds that the amendment of the District’s boundaries is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

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

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

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

**WHEREAS**, the City has considered and finds that the area that will be served by the District, as amended, is amenable to separate special-district government; and

**WHEREAS**, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the boundaries of the District.

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

**SECTION 1: AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2025).

**SECTION 2: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED.** The external boundaries of the District, as amended, are described in **Exhibit A** attached hereto, the overall parcel containing 730.35 acres of land.

**SECTION 3: DISTRICT NAME.** The community development district herein established shall henceforth be known as the “Grace Groves Community Development District.”

**SECTION 4: SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

**SECTION 5: CONFLICTING ORDINANCES.** Except to the extent expressly stated herein, Ordinance No. 24-33 remains in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

**SECTION 6: EFFECTIVE DATE.** This Ordinance shall take effect upon its passage and adoption pursuant to general law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

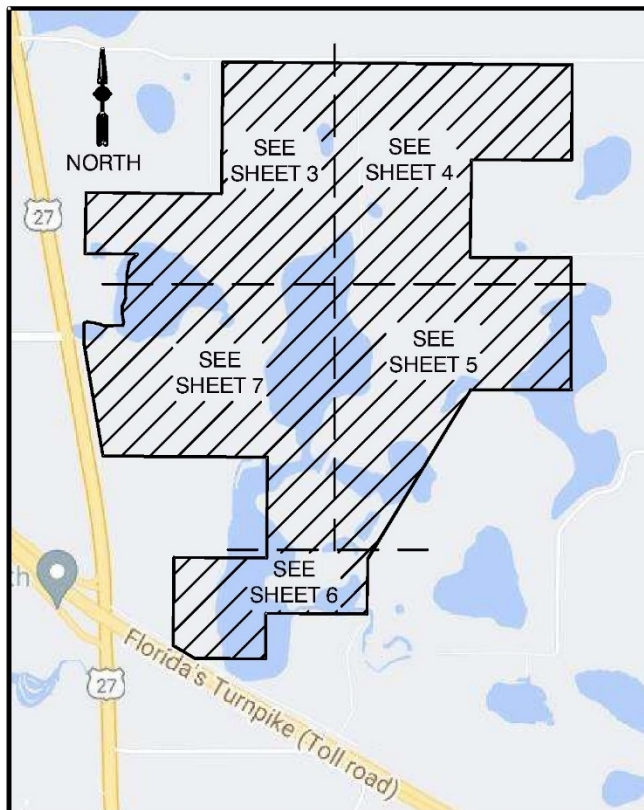
**THE CITY OF LEESBURG, FLORIDA**

BY: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

## EXHIBIT A

### SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

### LEGEND:

|       |                                      |
|-------|--------------------------------------|
| SR    | STATE ROAD                           |
| GOV'T | GOVERNMENT                           |
| SEC   | SECTION                              |
| FDOT  | FLORIDA DEPARTMENT OF TRANSPORTATION |
| R/W   | RIGHT OF WAY                         |
| CDD   | COMMUNITY DEVELOPMENT DISTRICT       |
| ORB   | OFFICIAL RECORDS BOOK                |
| PG    | PAGE                                 |
| INC.  | INCORPORATED                         |
| NO.   | NUMBER                               |
| PC    | POINT OF CURVATURE                   |
| PT    | POINT OF TANGENCY                    |

### NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

### CERTIFIED TO:

KOLTER HOMES



DATE: 06/24/2024

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF  
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

### SHEET 1 OF 7

|             |                                  |
|-------------|----------------------------------|
| CLIENT      | KOLTER GROUP                     |
| JOB NO.     | 46522-001 PHASE 100              |
| ACAD FILE   | 46522-001 BAR KEY SKETCH FOR CDD |
| DATE        | 06/24/2024                       |
| DRAWN BY:   | SMB/TRS                          |
| CHECKED BY: | SMO                              |
| FLD. BOOK:  | N/A                              |
| REVISIONS   | DATE                             |
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**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES**

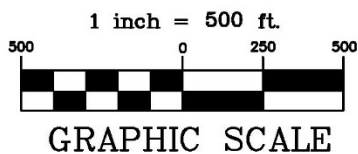
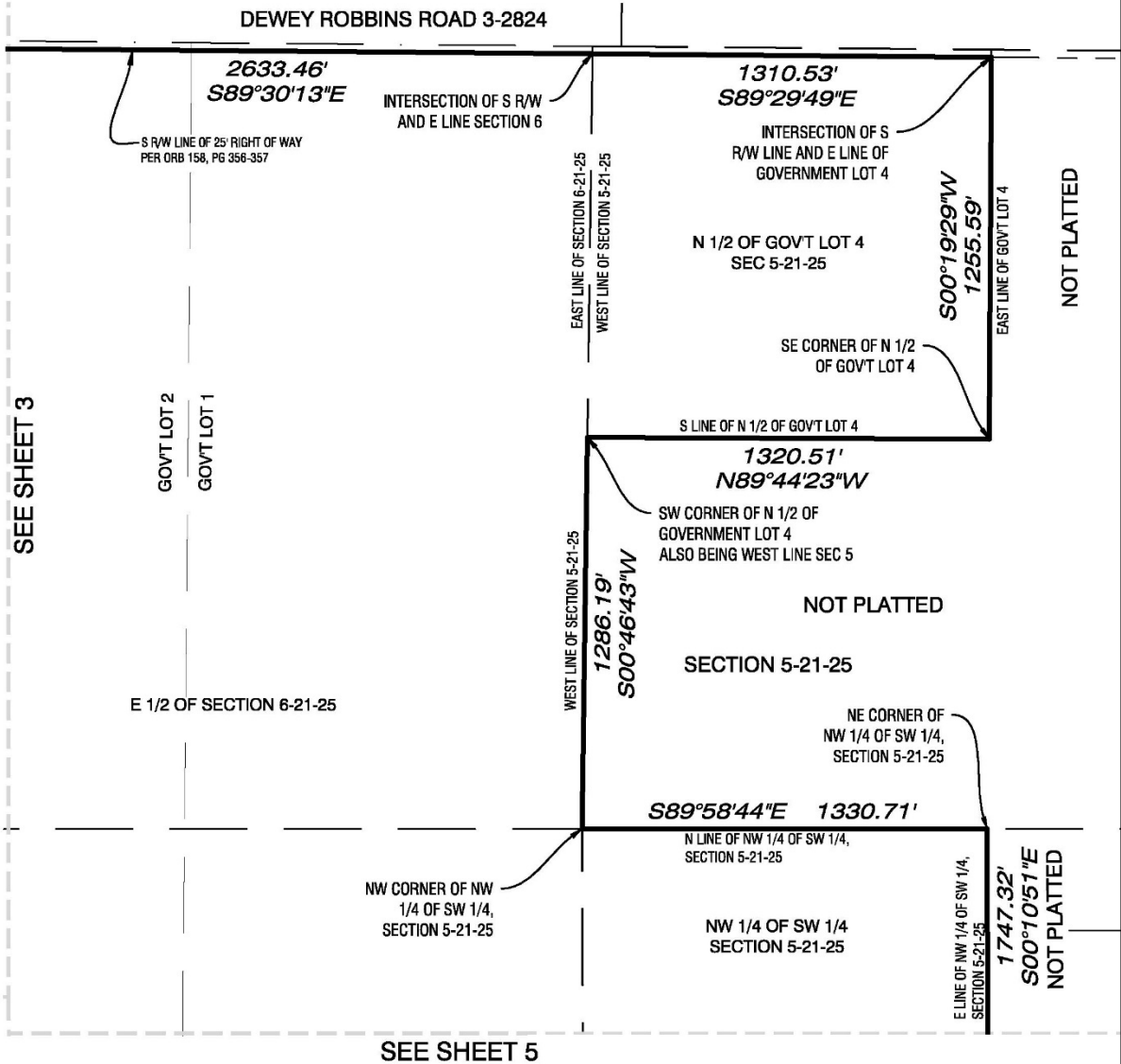






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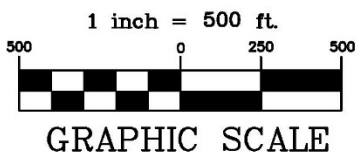
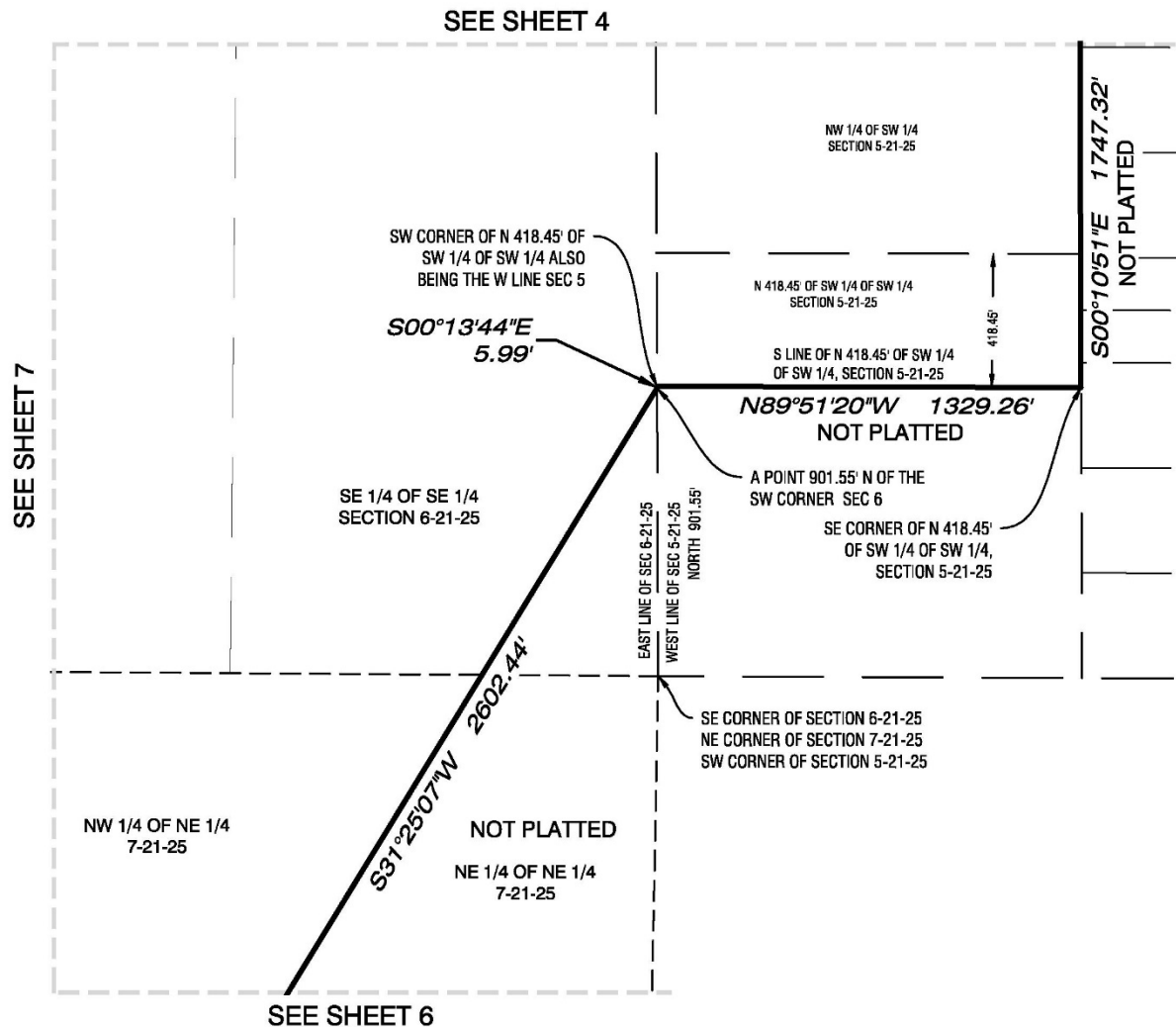
# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



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| <b>SHEET 4 OF 7</b> |                                  | <b>SKETCH OF DESCRIPTION</b><br>SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST<br>LAKE COUNTY, FLORIDA |     |
| CLIENT              | KOLTER GROUP                     | <b>COMMUNITY DEVELOPMENT<br/>DISTRICT FOR<br/>BAR-KEY GROVES</b>                                       |     |
| JOB NO.             | 48522 004 PHASE 100              |                                                                                                        |     |
| ACAD FILE           | 48522 004 BAR KEY SKETCH FOR CDD |                                                                                                        |     |
| DATE                | 06/24/2024                       |                                                                                                        |     |
| CHECKED BY:         | SMD                              | DATE                                                                                                   |     |
| DRAWN BY:           | SMB/TRB                          | FLD. BOOK:                                                                                             | N/A |
| REVISIONS           |                                  |                                                                                                        |     |
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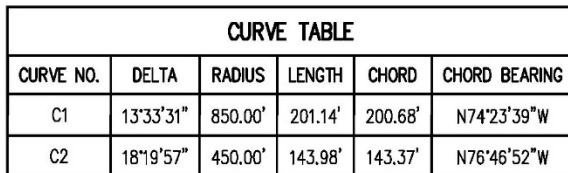


| SHEET 5 OF 7 |                                  | SKETCH OF DESCRIPTION<br>SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST<br>LAKE COUNTY, FLORIDA. |     |
|--------------|----------------------------------|--------------------------------------------------------------------------------------------------|-----|
| CLIENT       | KOLTER GROUP                     | <b>COMMUNITY DEVELOPMENT<br/>DISTRICT FOR<br/>BAR-KEY GROVES</b>                                 |     |
| JOB NO.      | 48522 004 PHASE 100              |                                                                                                  |     |
| ACAD FILE    | 48522 004 BAR KEY SKETCH FOR CDD |                                                                                                  |     |
| DATE         | 06/24/2024                       |                                                                                                  |     |
| CHECKED BY:  | SMD                              |                                                                                                  |     |
| DRAWN BY:    | SMB/TRB                          | F.L.D. BOOK:                                                                                     | N/A |
| REVISIONS    | DATE                             |                                                                                                  |     |
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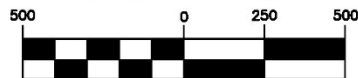
SEE SHEET 3



| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE NO.   | DIRECTION   | LENGTH  |
| L1         | N67°36'54"W | 445.54' |
| L2         | S9°38'01"E  | 104.73' |
| L3         | S80°21'59"W | 252.06' |
| L4         | N9°41'43"W  | 50.15'  |
| L5         | N0°41'15"E  | 287.06' |
| L6         | S81°29'48"E | 257.18' |
| L7         | N89°06'11"E | 251.02' |
| L8         | N8°59'26"E  | 953.50' |

NOT PLATTED

1 inch = 500 ft.



### GRAPHIC SCALE

SHEET 7 OF 7

[illegible]

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES**





**TOGETHER WITH:**

EXPANSION PARCEL LEGAL DESCRIPTION:  
(TITLE COMMITMENT #110493856 SCHEDULE "A")

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.

CONTAINING 39.05 ACRES, MORE OR LESS.

**FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.**

# **PETITION TO AMEND THE BOUNDARIES & CHANGE THE NAME OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT**

Submitted by: Jere Earlywine, Esq.  
Florida Bar No. 155527  
[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Ph: (850) 528-6152

**BEFORE THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA**

**PETITION TO AMEND THE BOUNDARIES AND CHANGE THE NAME OF THE  
GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Grace Key Groves Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance No. 24-33, and located entirely within the boundaries of the City of Leesburg (“District”), hereby petitions the Board of City Commissioners of the City of Leesburg, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance No. 24-33 to add approximately 39.05 acres to the District, and change the name of the District to “Grace Groves Community Development District.” In support of this petition, the District states:

1.     Location and Size. The District is located entirely within the City of Leesburg, Florida (“City”). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 691.30 acres of land and is located south of Dewey Robbins, west of South Dewey Robbins Road, east of Bridges Road and north of Blue Cedar Road. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“Expansion Parcel”) which comprises approximately 39.05 acres are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 730.35 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended (“Amended District”).

2. Excluded Parcels. There are no parcels within the external boundary of the Expansion Parcel which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2025-\_\_ at **Exhibit 6**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are William Fife, Owen Budorick, Greg Beliveau, Pete Williams and Stephanie Vaughn.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. District Facilities and Services. **Exhibit 8** describes the type of facilities District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the infrastructure serving lands within the Amended District are also identified in **Exhibit 8**. Currently, these improvements are estimated to be made, acquired, constructed, and/or from 2028 to 2029. Actual construction timetables and expenditures will likely vary, due in part to the effects of

future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

7. Major Water and Wastewater Facilities. **Exhibit 9** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the Expansion Parcel.

8. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. District Name. The District is currently named "Grace Key Groves Community Development District." The District desires to rename the District to "Grace Groves." The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2024-29 at **Exhibit 11**, authorizes District staff to file a request to change the name of the District.

10. Agent Authorization. **Exhibit 12** is an authorization of agent authorizing Jere Earlywine to act as the District's agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.  
[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Ph: (850) 528-6152

11. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:



a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the City. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Commission of the City of Leesburg, Florida:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes;

b. Grant the petition and amend Ordinance No. 24-33 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes; and

c. Grant the petition and amend Ordinance No. 24-33 to rename the District to the "Grace Groves Community Development District."

RESPECTFULLY SUBMITTED, this 28<sup>th</sup> day of August, 2025.

KUTAK ROCK LLP



Jere Earlywine, Esq.

Florida Bar No. 155527

[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)

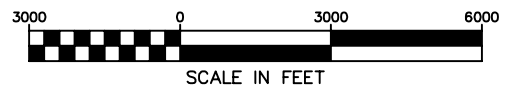
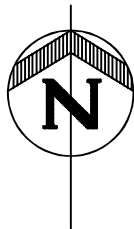
KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

Ph: (850) 528-6152

# EXHIBIT 1



**GRACE GROVES CDD  
LOCATION MAP**

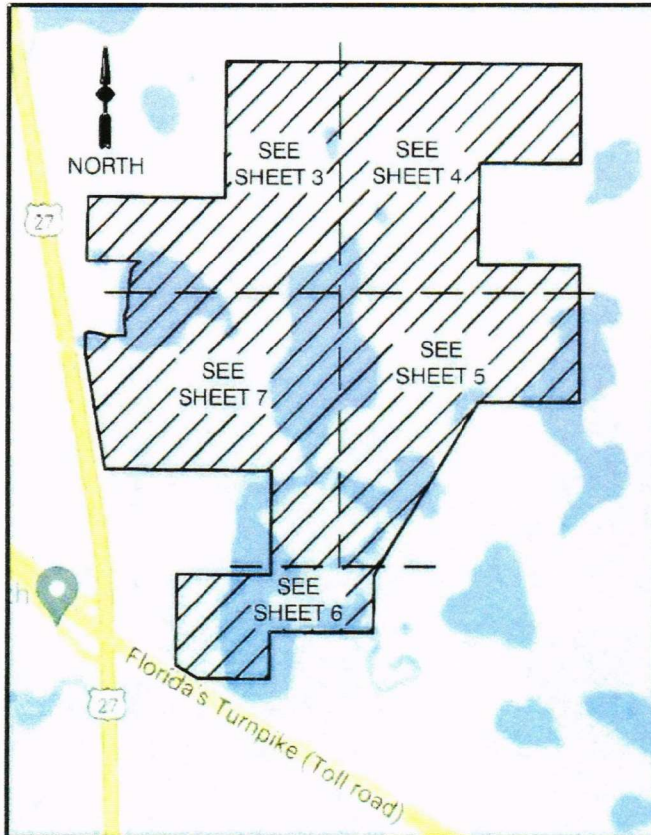
  
902 NORTH SINCLAIR AVE.  
TAVARES, FL 32778  
TEL. (352) 343-8481  
CERTIFICATE OF AUTHORIZATION  
NUMBER: 33380

# EXHIBIT 2



## EXTERNAL BOUNDARIES OF THE DISTRICT

### SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

### LEGEND:

|      |                                      |
|------|--------------------------------------|
| SR   | STATE ROAD                           |
| GOVT | GOVERNMENT                           |
| SEC  | SECTION                              |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| R/W  | RIGHT OF WAY                         |
| CDD  | COMMUNITY DEVELOPMENT DISTRICT       |
| ORB  | OFFICIAL RECORDS BOOK                |
| PG   | PAGE                                 |
| INC. | INCORPORATED                         |
| NO.  | NUMBER                               |
| PC   | POINT OF CURVATURE                   |
| PT   | POINT OF TANGENCY                    |

### NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

### CERTIFIED TO:

KOLTER HOMES

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF  
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

DATE: 06/24/2024

### SHEET 1 OF 7

|            |                                 |
|------------|---------------------------------|
| CLIENT     | KOLTER GROUP                    |
| JOB NO.    | MS22-004 PHASE 100              |
| ACAD FILE  | MS22-004 BAR KEY SKETCH FOR CDD |
| DATE       | 06/24/2024                      |
| DRAWN BY   | SMB-TNS                         |
| CHECKED BY | SMB                             |
| FLD BOOK   | N/A                             |
| REVISIONS  |                                 |
|            |                                 |
|            |                                 |
|            |                                 |
|            |                                 |
|            |                                 |
|            |                                 |

### SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES







# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

**SECTION 31-20-25**

- S R/W LINE OF 25 RIGHT OF WAY PER ORB 158, PG 356-357
- S00°42'44"W 25.00'
- DEWEY ROBBINS ROAD 3-2824
- 659.93' S89°31'23"E
- 2633.46' S89°30'13"E
- INTERSECTION OF S R/W LINE AND E LINE OF GOVT LOT 3
- 660' (D)

**SECTION 1-21-24**

- POINT OF COMMENCEMENT NW CORNER OF SECTION 6-21-25
- (BEARING BASIS) S89°31'23"E 1779.04'
- NORTH LINE OF SECTION 6-21-25
- POINT OF BEGINNING INTERSECTION OF THE S R/W LINE AND THE W LINE OF THE E 660' OF NW 1/4, SECTION 6-21-25
- NOT PLATTED
- GOVT LOT 3
- GOVT LOT 4
- E 660' OF NW 1/4, SECTION 6-21-25

**SECTION 6-21-25**

- GOVT LOT 2
- GOVT LOT 3
- GOVT LOT 4
- 804.54' N00°54'04"E
- S89°27'50"E 1784.85'
- S LINE OF ORB 3466, PG 1626
- N89°26'56"W 690'±
- N LINE GOVERNMENT LOT 5 PER MONUMENTATION
- E-W MIDSECTION LINE PER SECTION BREAKDOWN
- S'ELY, SE'Ely & SW'Ely
- EDGE OF WATERS OF FISH HOOK LAKE (GRAPHICAL DEPICTION ONLY)
- 643.22'
- 1/8 (TIE LINE)

**Other Labels:**

- NOT PLATTED
- EAST LINE OF SECTION 1-21-24
- WEST LINE OF SECTION 6-21-25
- W LINE OF E 660' OF NW 1/4, SECTION 6-21-25
- E LINE OF ORB 3466, PG 1626

SEE SHEET 7

1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

## SHEET 3 OF 7

| CLIENT    | KOLTER GROUP                     |
|-----------|----------------------------------|
| JOB NO.   | 48322 004 PHASE 100              |
| ACAD FILE | 48322 004 BAR KEY SKETCH FOR CDD |
| DATE      | 3/22/2024 CHECKED BY: BMO        |
| DRAWN BY: | SMUTRS PLO BOOK: N/A             |
| REVISIONS | DATE                             |
|           |                                  |
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**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT**  
**DISTRICT FOR**  
**BAR-KEY GROVES**

192 North Steele Avenue  
Tampa, Florida 33718  
Office: 813.243.8881  
Fax: 813.243.8885  
Licenses Business Number: 6348



# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DEWEY ROBBINS ROAD 3-2824

2633.46'  
S89°30'13"E

INTERSECTION OF S R/W  
AND E LINE SECTION 6

1310.53'  
S89°29'49"E

INTERSECTION OF S  
R/W LINE AND E LINE OF  
GOVERNMENT LOT 4

N 1/2 OF GOVT LOT 4  
SEC 5-21-25

S00°19'29"W  
1255.59'

EAST LINE OF GOVT LOT 4

NOT PLATTED

S LINE OF N 1/2 OF GOVT LOT 4

1320.51'  
N89°44'23"W

SW CORNER OF N 1/2 OF  
GOVERNMENT LOT 4  
ALSO BEING WEST LINE SEC 5

NOT PLATTED

SECTION 5-21-25

NE CORNER OF  
NW 1/4 OF SW 1/4,  
SECTION 5-21-25

S89°58'44"E 1330.71'

N LINE OF NW 1/4 OF SW 1/4,  
SECTION 5-21-25

NW CORNER OF NW  
1/4 OF SW 1/4,  
SECTION 5-21-25

N 1/4 OF SW 1/4  
SECTION 5-21-25

E LINE OF NW 1/4 OF SW 1/4,  
SECTION 5-21-25

1747.32'  
S00°10'51"E

NOT PLATTED

SEE SHEET 5

1286.19'  
S00°46'43"W

WEST LINE OF SECTION 5-21-25

EAST LINE OF SECTION 6-21-25

WEST LINE OF SECTION 5-21-25

E 1/2 OF SECTION 6-21-25

GOVT LOT 2

GOVT LOT 1

SEE SHEET 3

1 inch = 500 ft.

500 0 250 500

GRAPHIC SCALE

| REVISIONS |  | DATE |
|-----------|--|------|
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## SHEET 4 OF 7

|             |                                  |
|-------------|----------------------------------|
| CLIENT      | KOLTER GROUP                     |
| JOB NO.     | 46322 004 PHASE 1 000            |
| ACAD FILE   | 46322 004 BAR KEY SKETCH FOR CDD |
| DATE        | 06/24/2024                       |
| CHECKED BY: | SMO                              |
| DRAWN BY:   | SMR/THS                          |
| PLD BOOK:   | N/A                              |

### SKETCH OF DESCRIPTION

SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES**

**halff**

300 North Central Avenue  
Tampa, Florida 33609  
Phone: 813.253.5001  
Fax: 813.253.5000  
Licenses: Professional Engineer: 02498

SEE SHEET 4

SEE SHEET 7

*S00°13'44"E*  
*5.99'*

SE 1/4 OF SE 1/4  
SECTION 6-21-25

NW 1/4 OF SW 1/4  
SECTION 5-21-25

N 418.45' OF SW 1/4 OF SW 1/4  
SECTION 5-21-25

S LINE OF N 418.45' OF SW 1/4  
OF SW 1/4, SECTION 5-21-25

N89°51'20"W 1329.26'  
NOT PLATTED

- A POINT 901.55' N OF THE  
SW CORNER SEC 6

SE CORNER OF N 418.45'  
OF SW 1/4 OF SW 1/4,  
SECTION 5-21-25

EAST LINE OF SEC 6-21-25  
WEST LINE OF SEC 5-21-25  
NORTH 901.55'

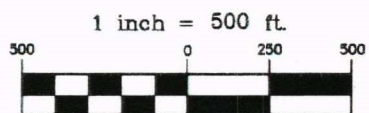
SE CORNER OF SECTION 6-21-25  
NE CORNER OF SECTION 7-21-25  
SW CORNER OF SECTION 5-21-25

NW 1/4 OF NE 1/4  
7-21-25

NOT PLATTED

NE 1/4 OF NE 1/4  
7-21-25

SEE SHEET 6



### GRAPHIC SCALE



SHEET 5 OF 7

[illegible]

### SKETCH OF DESCRIPTION

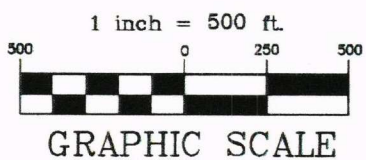
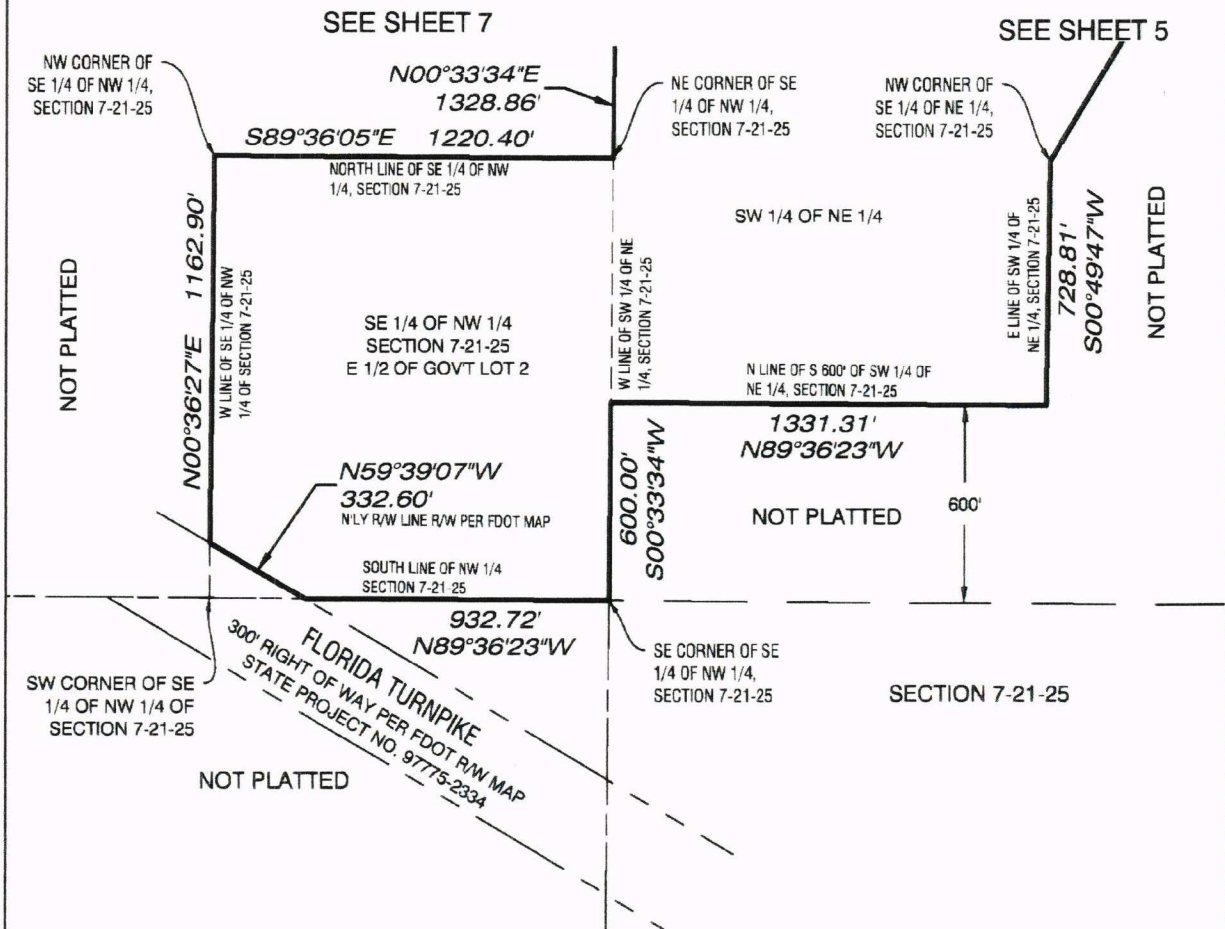
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES





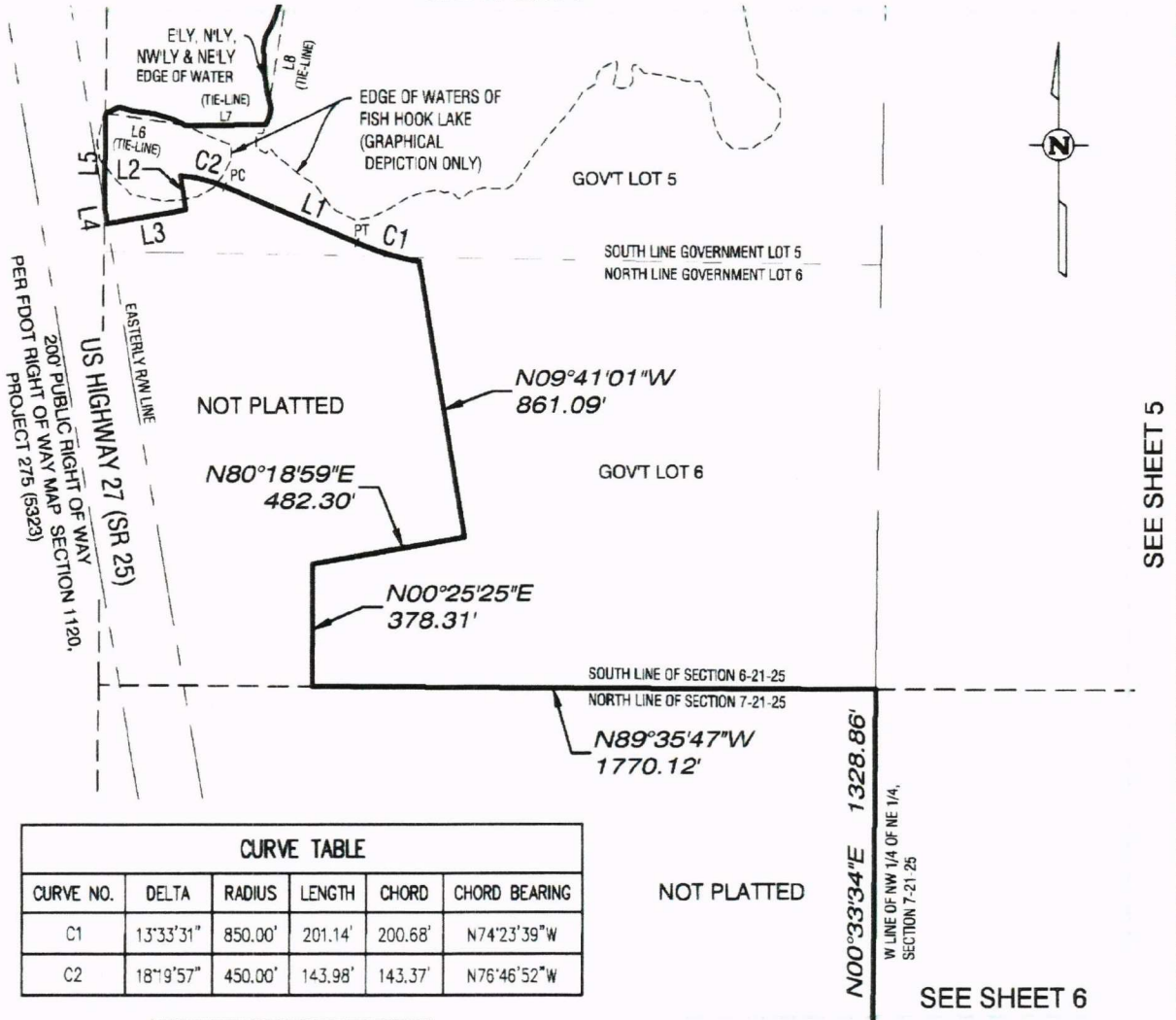
# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



| <b>SHEET 6 OF 7</b>                                                                                                                                                                                                                                                                                                                                                                                                   |      | <b>SKETCH OF DESCRIPTION</b><br>SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST<br>LAKE COUNTY, FLORIDA |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CLIENT: KOLTER GROUP<br>JOB NO: 48322.004 PHASE 100<br>ACAD FILE: 48322.004 BAR KEY SKETCH FOR CDD<br>DATE: 3/24/2024 CHECKED BY: SMO<br>DRAWN BY: SMO/TRS PLO BOOK: N/A<br>REVISIONS:                                                                                                                                                                                                                                |      | COMMUNITY DEVELOPMENT<br>DISTRICT FOR<br>BAR-KEY GROVES                                                |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                   |  |
| <table border="1"> <thead> <tr> <th>REVISIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> |      | REVISIONS                                                                                              | DATE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  <p>500 North Broadway Avenue<br/>Tampa, Florida 33606<br/>Office: 813.543.0481<br/>Fax: 813.543.0485<br/>Licensed Business Number: 5290</p> |  |
| REVISIONS                                                                                                                                                                                                                                                                                                                                                                                                             | DATE |                                                                                                        |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                   |  |
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# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE

| CURVE NO. | DELTA     | RADIUS  | LENGTH  | CHORD   | CHORD BEARING |
|-----------|-----------|---------|---------|---------|---------------|
| C1        | 13°33'31" | 850.00' | 201.14' | 200.68' | N74°23'39"W   |
| C2        | 18°19'57" | 450.00' | 143.98' | 143.37' | N76°46'52"W   |

LINE TABLE

| LINE NO. | DIRECTION   | LENGTH  |
|----------|-------------|---------|
| L1       | N67°36'54"W | 445.54' |
| L2       | S9°38'01"E  | 104.73' |
| L3       | S80°21'59"W | 252.06' |
| L4       | N9°41'43"W  | 50.15'  |
| L5       | N0°41'15"E  | 287.06' |
| L6       | S81°29'48"E | 257.18' |
| L7       | N89°06'11"E | 251.02' |
| L8       | N8°59'26"E  | 953.50' |

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

|            |                                  |
|------------|----------------------------------|
| CLIENT     | KOLTER GROUP                     |
| JOB NO.    | 48029-004 PHASE 100              |
| ACAD FILE  | 48029-004 BAR KEY SKETCH FOR CDD |
| DATE       | 06/24/2024                       |
| DRAWN BY   | SM/STB                           |
| REVISIONS  | PLD BOOK N/A                     |
| CHECKED BY | SMC                              |
| DATE       |                                  |

SKETCH OF DESCRIPTION  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES



# EXHIBIT 3

EXPANSION PARCEL LEGAL DESCRIPTION:  
(TITLE COMMITMENT #110493856 SCHEDULE "A")

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.

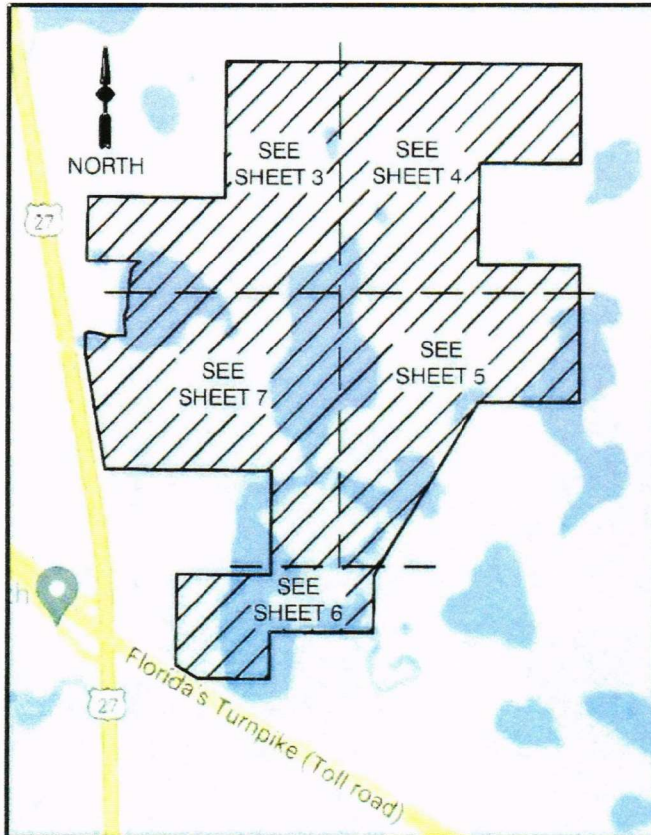
CONTAINING 39.05 ACRES, MORE OR LESS.

# EXHIBIT 4



## EXTERNAL BOUNDARIES OF THE DISTRICT

### SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

### LEGEND:

|      |                                      |
|------|--------------------------------------|
| SR   | STATE ROAD                           |
| GOVT | GOVERNMENT                           |
| SEC  | SECTION                              |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| R/W  | RIGHT OF WAY                         |
| CDD  | COMMUNITY DEVELOPMENT DISTRICT       |
| ORB  | OFFICIAL RECORDS BOOK                |
| PG   | PAGE                                 |
| INC. | INCORPORATED                         |
| NO.  | NUMBER                               |
| PC   | POINT OF CURVATURE                   |
| PT   | POINT OF TANGENCY                    |

### NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

### CERTIFIED TO:

KOLTER HOMES

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF  
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

DATE: 06/24/2024

### SHEET 1 OF 7

|           |                                 |            |     |
|-----------|---------------------------------|------------|-----|
| CLIENT    | KOLTER GROUP                    |            |     |
| JOB NO.   | MS22-004 PHASE 100              |            |     |
| ACAD FILE | MS22-004 BAR KEY SKETCH FOR CDD |            |     |
| DATE      | 06/24/2024                      | CHECKED BY | SMD |
| DRAWN BY  | SMB-TNS                         | FLD BOOK   | N/A |
| REVISIONS |                                 | DATE       |     |
|           |                                 |            |     |
|           |                                 |            |     |
|           |                                 |            |     |
|           |                                 |            |     |
|           |                                 |            |     |

### SKETCH OF DESCRIPTION SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES





# **SKETCH OF DESCRIPTION** (NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 379.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET. THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

| <b>SHEET 2 OF 7</b>                                                                                                                                                                                                                                                                       |      | <b>SKETCH OF DESCRIPTION</b><br>SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 25 EAST<br>LAKE COUNTY, FLORIDA |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CLIENT: KOLTER GROUP<br>JOB NO: 48022-004 PHASE 100<br>ACAD FILE: 48022-004 BAR KEY SKETCH FOR CDD<br>DATE: 05/24/2004 CHECKED BY: SMC<br>DRAWN BY: SMC/STRS PLO BOOK: N/A<br>REVISIONS:                                                                                                  |      | <b>COMMUNITY DEVELOPMENT</b><br><b>DISTRICT FOR</b><br><b>BAR-KEY GROVES</b>                           |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                   |  |
| <table border="1"> <tr> <th>REVISIONS</th> <th>DATE</th> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table> |      | REVISIONS                                                                                              | DATE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  <p>500 North Brickell Avenue<br/>Tampa, Florida 33679<br/>Office: 813.243.0481<br/>Fax: 813.243.0485<br/>Licensed Business Number: 0308</p> |  |
| REVISIONS                                                                                                                                                                                                                                                                                 | DATE |                                                                                                        |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                   |  |
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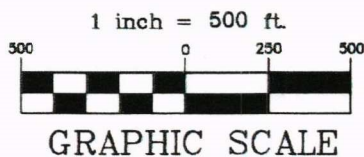
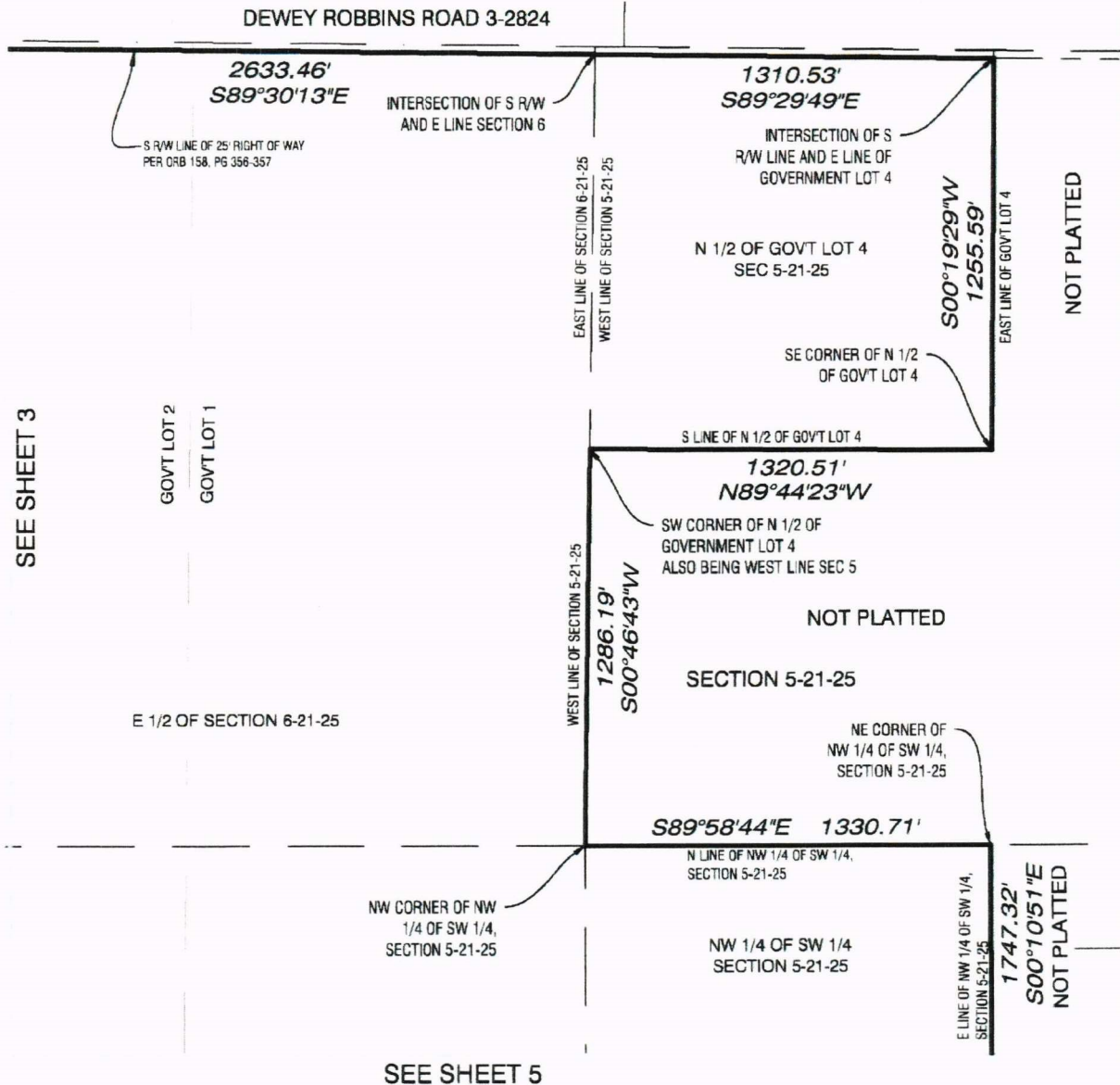
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[illegible]

3



# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



## SHEET 4 OF 7

|           |                                  |
|-----------|----------------------------------|
| CLIENT    | KOLTER GROUP                     |
| JOB NO.   | 48025 004 PHASE 1 00             |
| ACAD FILE | 48025 004 BAR KEY SKETCH FOR CDD |
| DATE      | 05/24/2024                       |
| DRAWN BY  | SMINTRE                          |
| REVISIONS | PLD BOOK N/A                     |
| DATE      |                                  |

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES**

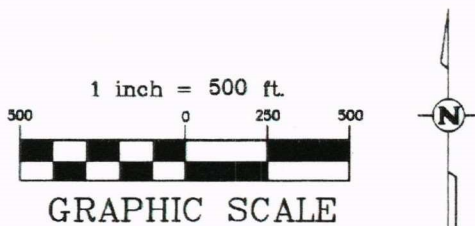
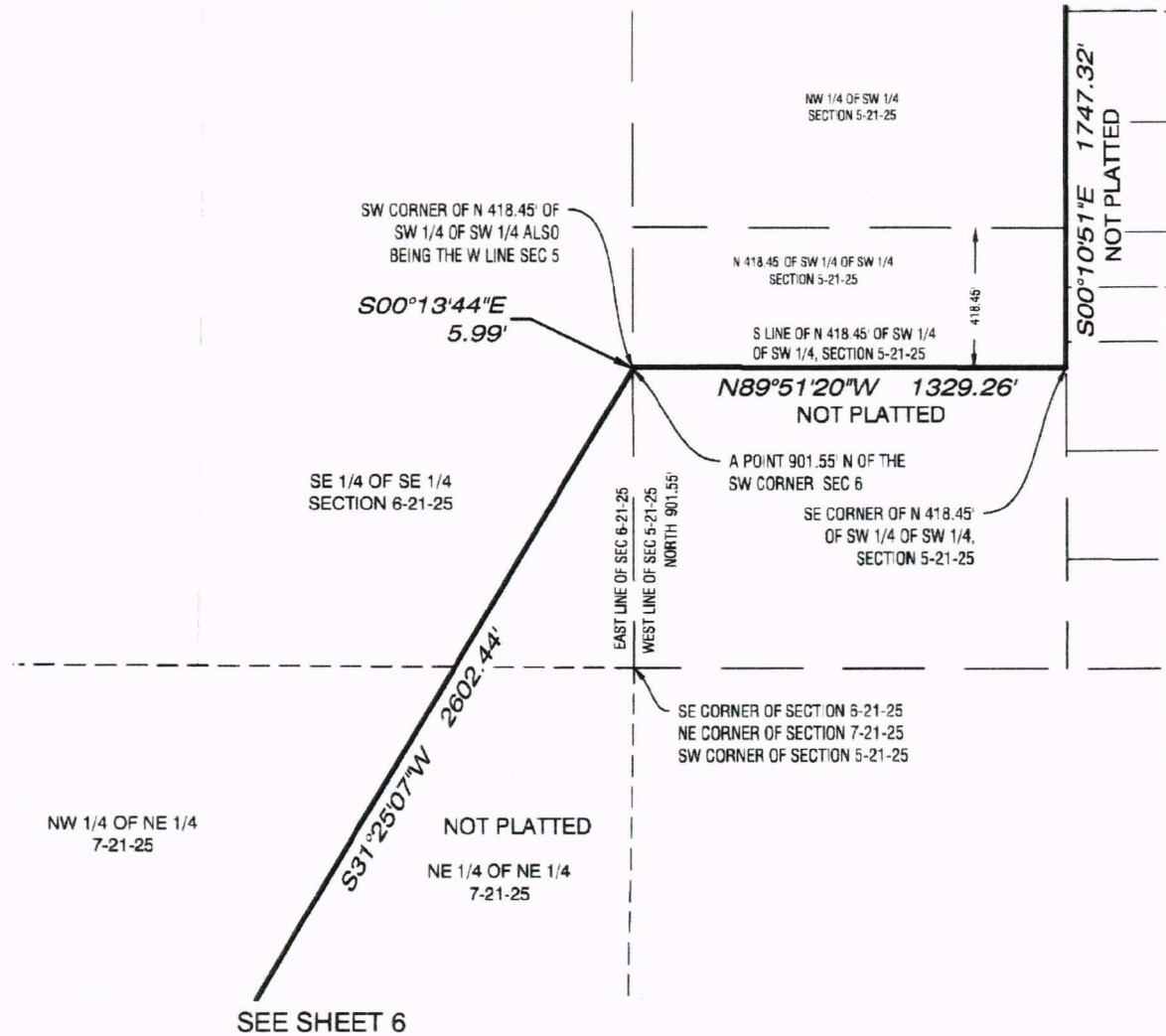


[CONTINUED ON FOLLOWING PAGE]

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 4

SEE SHEET 7



## SHEET 5 OF 7

CLIENT: KOLTER GROUP  
JOB NO: 48229.004 PHASE 1.00  
ACAD FILE: 48229.004 BAR KEY SKETCH FOR CDD  
DATE: 3/24/2024 CHECKED BY: SMO  
DRAWN BY: SMYTRIS P.D. BOKE N/A  
REVISIONS: DATE

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

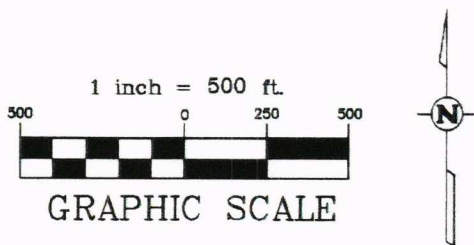
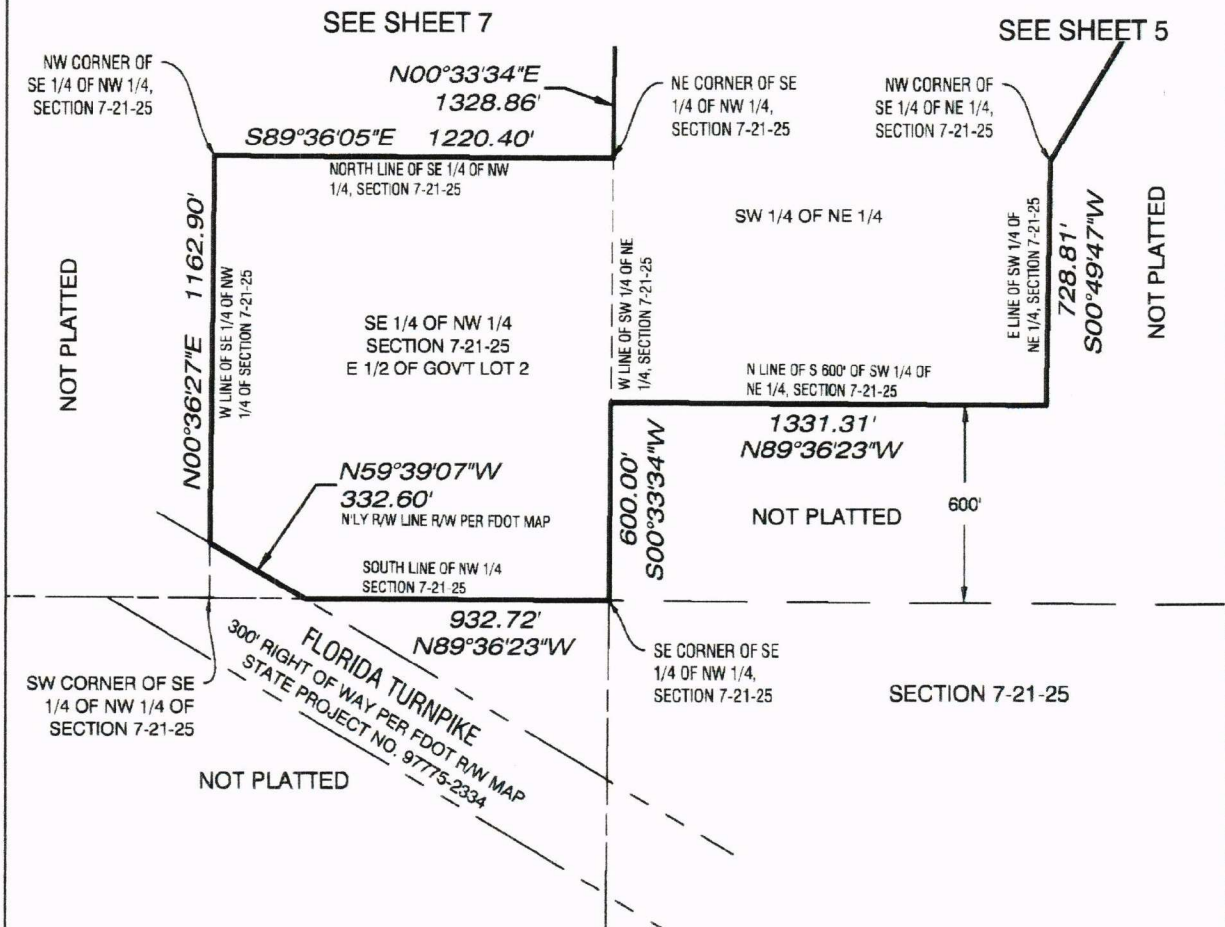
**COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES**



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# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

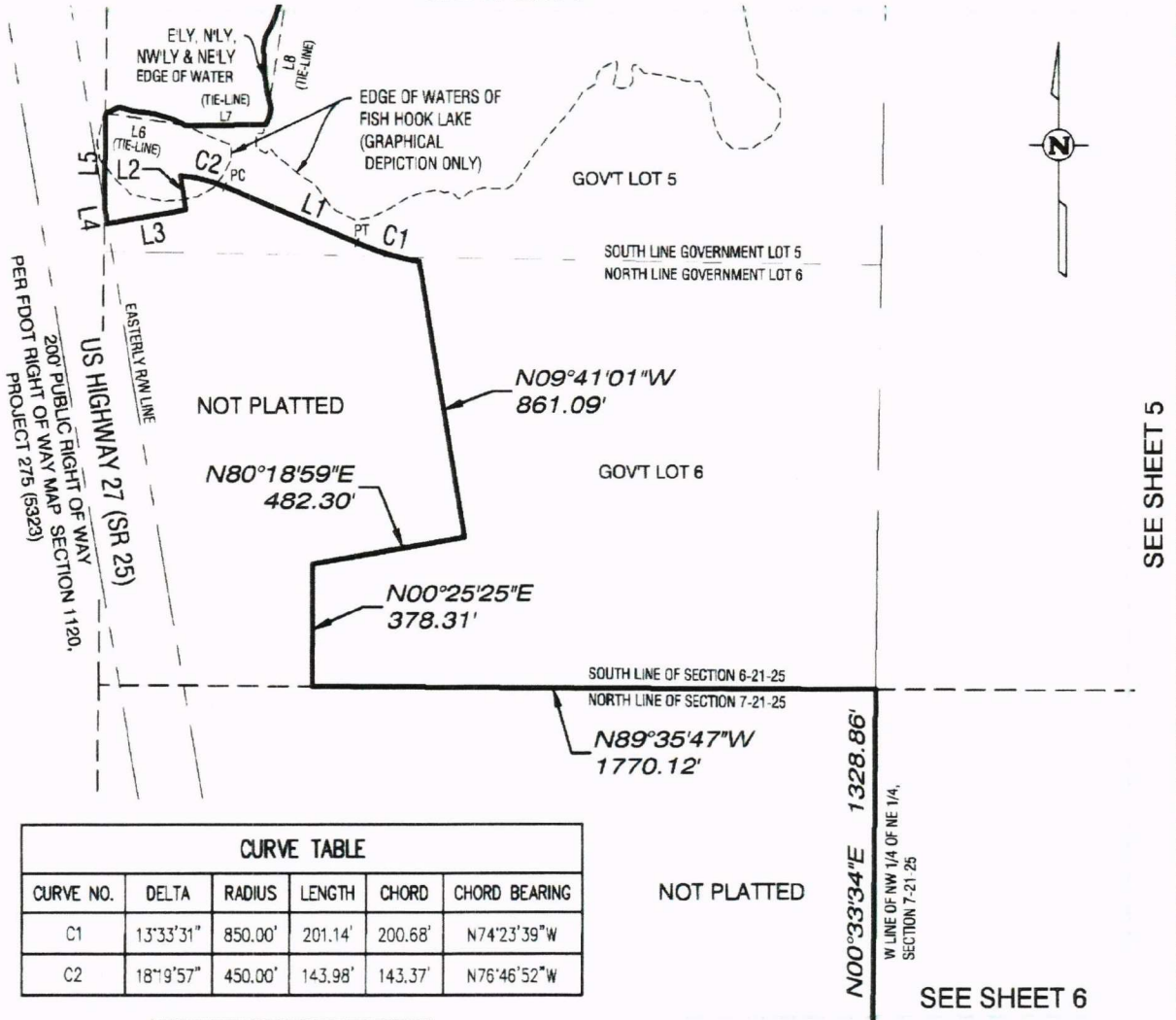


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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------|--|
| <b>SHEET 6 OF 7</b>                                                                                                                                                                    |  | <b>SKETCH OF DESCRIPTION</b><br>SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST<br>LAKE COUNTY, FLORIDA |  |
| CLIENT: KOLTER GROUP<br>JOB NO: 48322.004 PHASE 100<br>ACAD FILE: 48322.004 BAR KEY SKETCH FOR CDD<br>DATE: 3/24/2024 CHECKED BY: SMO<br>DRAWN BY: SMO/TRS PLO BOOK: N/A<br>REVISIONS: |  | COMMUNITY DEVELOPMENT<br>DISTRICT FOR<br>BAR-KEY GROVES                                                |  |
| DATE:                                                                                                                                                                                  |  |                                                                                                        |  |
| 300 North Society Avenue<br>Titusville, Florida 32780<br>Licensed Business Number: 5290                                                                                                |  | Office: 352.543.0481<br>Fax: 352.543.0485                                                              |  |

[CONTINUED ON FOLLOWING PAGE]

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



CURVE TABLE

| CURVE NO. | DELTA     | RADIUS  | LENGTH  | CHORD   | CHORD BEARING |
|-----------|-----------|---------|---------|---------|---------------|
| C1        | 13°33'31" | 850.00' | 201.14' | 200.68' | N74°23'39"W   |
| C2        | 18°19'57" | 450.00' | 143.98' | 143.37' | N76°46'52"W   |

LINE TABLE

| LINE NO. | DIRECTION   | LENGTH  |
|----------|-------------|---------|
| L1       | N67°36'54"W | 445.54' |
| L2       | S9°38'01"E  | 104.73' |
| L3       | S80°21'59"W | 252.06' |
| L4       | N9°41'43"W  | 50.15'  |
| L5       | N0°41'15"E  | 287.06' |
| L6       | S81°29'48"E | 257.18' |
| L7       | N89°06'11"E | 251.02' |
| L8       | N8°59'26"E  | 953.50' |

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

SHEET 7 OF 7

|            |                                  |
|------------|----------------------------------|
| CLIENT     | KOLTER GROUP                     |
| JOB NO.    | 48029 004 PHASE 100              |
| ACAD FILE  | 48029 004 BAR KEY SKETCH FOR CDD |
| DATE       | 06/24/2024                       |
| CHECKED BY | SMC                              |
| DRAWN BY   | SMC/TBS                          |
| PLD BOOK   | N/A                              |
| REVISIONS  |                                  |
| DATE       |                                  |

SKETCH OF DESCRIPTION  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES



[CONTINUED ON FOLLOWING PAGE]

**TOGETHER WITH:**

EXPANSION PARCEL LEGAL DESCRIPTION:

(TITLE COMMITMENT #110493856 SCHEDULE "A")

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.

CONTAINING 39.05 ACRES, MORE OR LESS.

**FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.**

# EXHIBIT 5

This instrument was prepared by:

Jere Earlywine, Esq.  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**CONSENT AND JOINDER OF LANDOWNER FOR THE  
AMENDMENT OF THE BOUNDARIES OF THE  
GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT  
[EXPANSION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Expansion Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Grace Key Groves Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to addition of the Property to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

*[signatures on following page]*



Executed this 19 day of August, 2025.

**WITNESS**

**MELISSA J. PIERIE, CO-TRUSTEE OF THE  
RAYMOND W. PIERIE UNIFIED CREDIT TRUST  
U/A/D MARCH 22, 2000**

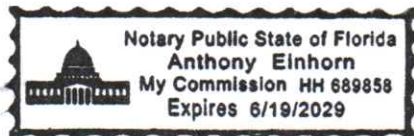
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Melissa J. Pierie  
By: Melissa J. Pierie  
As: Co-Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19<sup>th</sup> day of August, 2025, by Melissa J. Pierie, as Co-Trustee of The Raymond W. Pierie Unified Credit Trust U/A/D March 22, 2000, on its behalf. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



A. Einhorn  
Notary Public, State of Florida

[CONTINUED ON FOLLOWING PAGE]

**WITNESS**

**ELIZABETH ANN KELLY, CO-TRUSTEE OF THE  
RAYMOND W. PIERIE UNIFIED CREDIT TRUST  
U/A/D MARCH 22, 2000**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

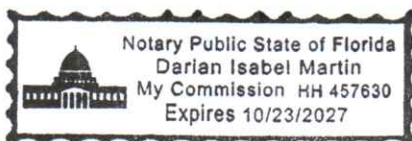
  
By: Elizabeth Ann Kelly  
As: Co-Trustee

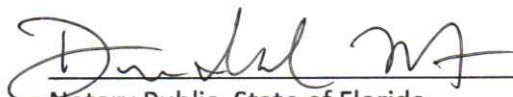
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10<sup>th</sup> day of August, 2025, by Elizabeth Ann Kelly, as Co-Trustee of The Raymond W. Pierie Unified Credit Trust U/A/D March 22, 2000, on its behalf. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



  
Notary Public, State of Florida

**EXHIBIT A:**    Legal Description

**EXHIBIT A:**  
Legal Description

EXPANSION PARCEL LEGAL DESCRIPTION:  
(TITLE COMMITMENT #110493856 SCHEDULE "A")

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.

CONTAINING 39.05 ACRES, MORE OR LESS.

# EXHIBIT 6

## RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Grace Key Groves Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

**WHEREAS**, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

**WHEREAS**, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

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

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

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



**WHEREAS**, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT:**

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

**2. AUTHORIZATION FOR BOUNDARY AMENDMENT.** Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

**3. AUTHORIZATION FOR AGENT.** The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

**4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

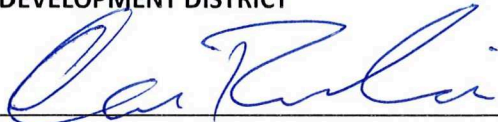
[CONTINUED ON NEXT PAGE]

**PASSED AND ADOPTED** this 8th day of September, 2025.

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

**GRACE KEY GROVES COMMUNITY  
DEVELOPMENT DISTRICT**

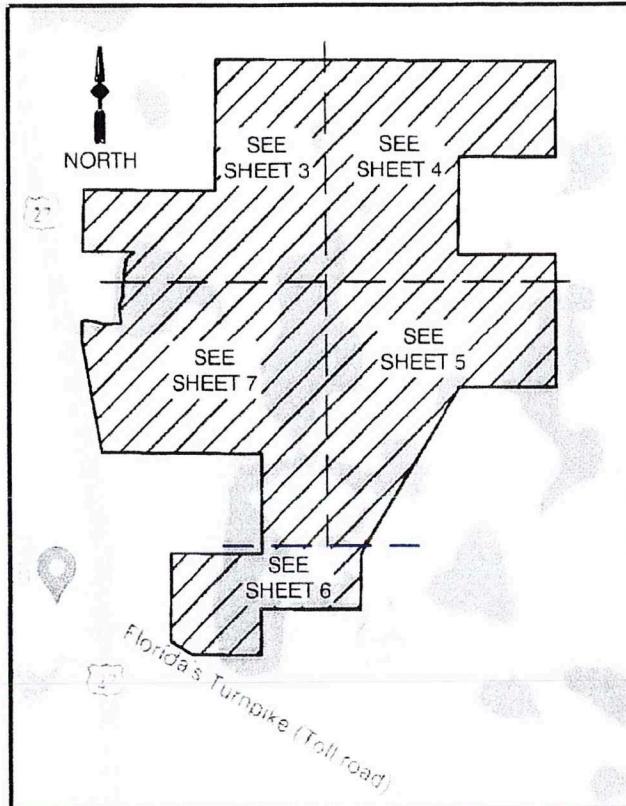
  
\_\_\_\_\_  
Chairman/Vice-Chairman, Board of Supervisors

**Exhibit A:**      Legal Description of District Boundaries, as Amended

**Exhibit A:**  
Legal Description of District Boundaries, as Amended

**EXTERNAL BOUNDARIES OF THE DISTRICT**

**SKETCH OF DESCRIPTION**  
(NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

**LEGEND:**

|       |                                      |
|-------|--------------------------------------|
| SR    | STATE ROAD                           |
| GOV'T | GOVERNMENT                           |
| SEC   | SECTION                              |
| FDOT  | FLORIDA DEPARTMENT OF TRANSPORTATION |
| R W   | RIGHT OF WAY                         |
| CDD   | COMMUNITY DEVELOPMENT DISTRICT       |
| ORB   | OFFICIAL RECORDS BOOK                |
| PG    | PAGE                                 |
| INC.  | INCORPORATED                         |
| NO.   | NUMBER                               |
| PC    | POINT OF CURVATURE                   |
| PT    | POINT OF TANGENCY                    |

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E AS BEING N89°35'47" W
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED 'STANDARDS OF PRACTICE' FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET

**CERTIFIED TO:**

KOLTER HOMES

DATE 06/24/2024

SLZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5120 FOR THE LICENSED FIRM OF HALFF  
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

**SHEET 1 OF 7**

CLIENT: KOLTER HOMES  
JOB NO: 16017-001744-001  
ROAD FILE: 16017-001744-001 KEY SKETCH FOR CDD  
DATE: 06/24/2024 CHECKED BY: SMO  
DRAWN BY: SMO TMS FILED BOOK: N/A  
REVISIONS: DATE

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 16 EAST  
LAKE COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES**





## SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING, THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 9775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 373.31 FEET, THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 75°46'52" WEST, A CHORD LENGTH OF 143.37 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET, THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°28'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 5; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1734.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

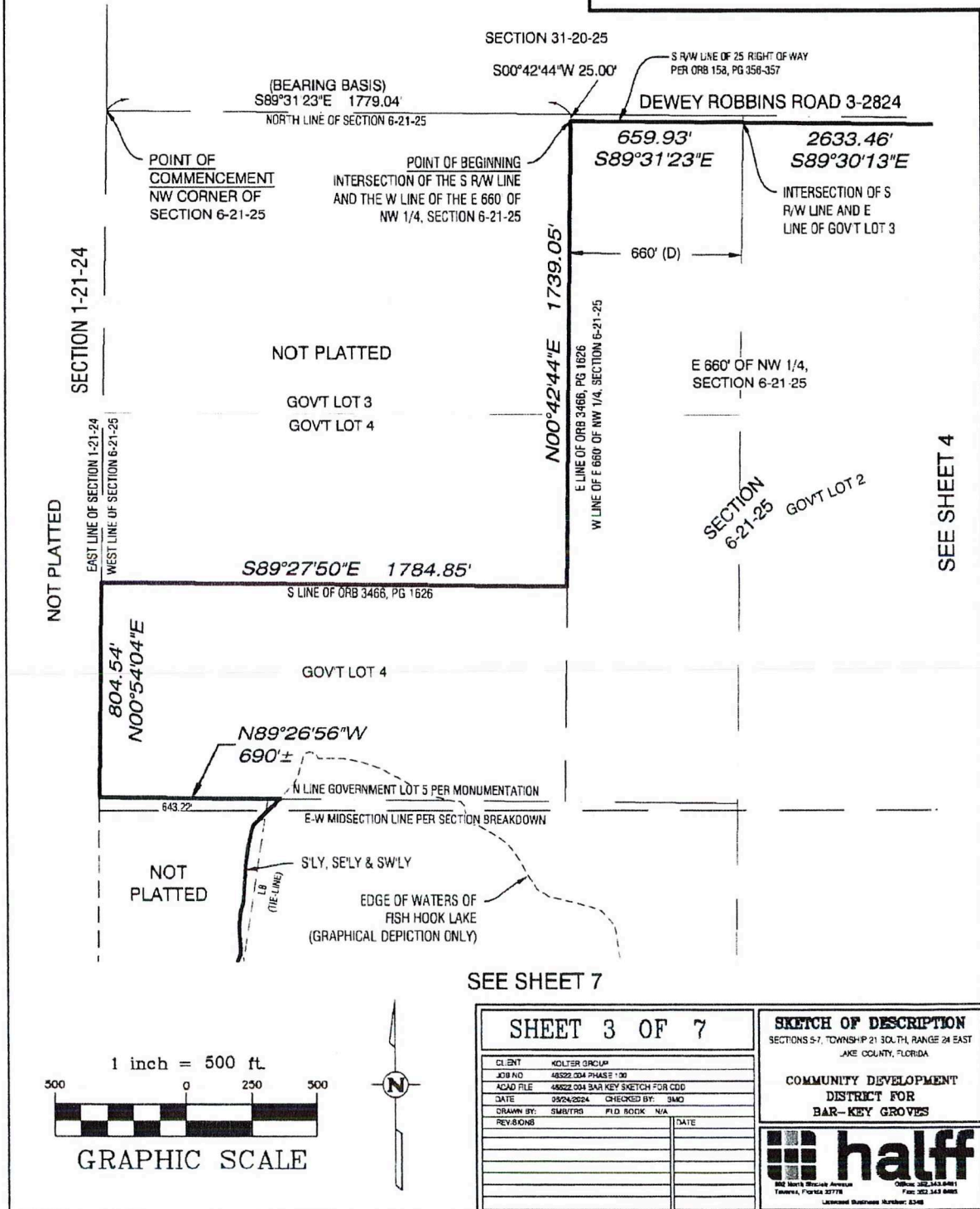
CONTAINING 691.30 ACRES, MORE OR LESS.

[illegible]

[CONTINUED ON FOLLOWING PAGE]

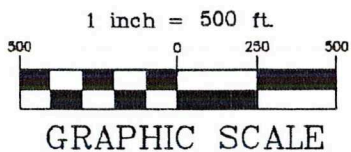
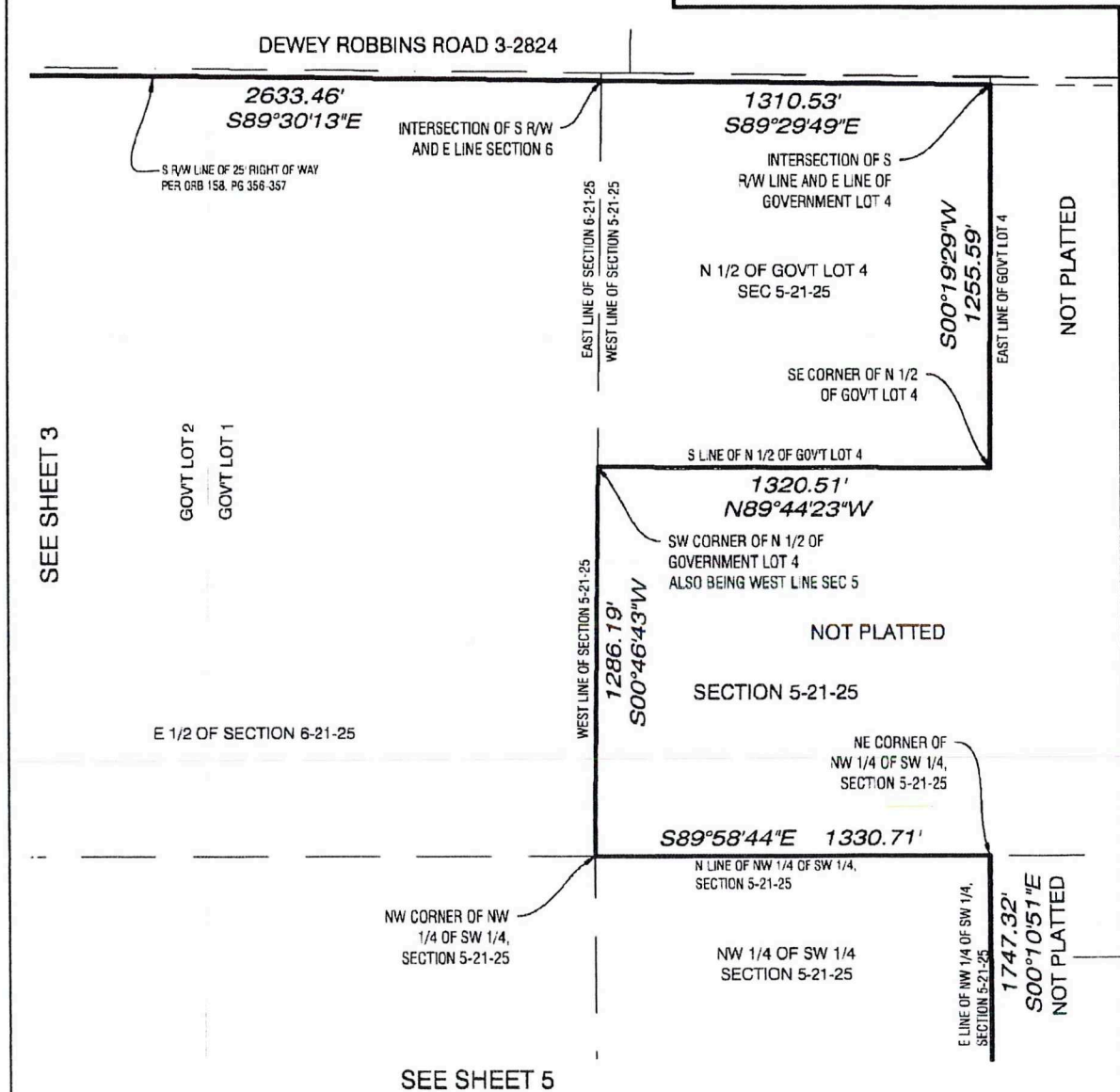


# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



[CONTINUED ON FOLLOWING PAGE]

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



## SHEET 4 OF 7

|            |                                  |
|------------|----------------------------------|
| CLIENT     | KOLTER GROUP                     |
| JOB NO     | 48222 004 PHASE 100              |
| ACAD FILE  | 48222 004 BAR KEY SKETCH FOR CDD |
| DATE       | 05/24/2024                       |
| CHECKED BY | SMC                              |
| DRAWN BY   | SMITHS                           |
| PLD BOOK   | N/A                              |
| REV        | 0                                |
| DATE       |                                  |
|            |                                  |
|            |                                  |
|            |                                  |
|            |                                  |
|            |                                  |

## SKETCH OF DESCRIPTION

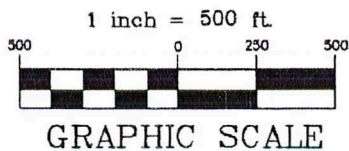
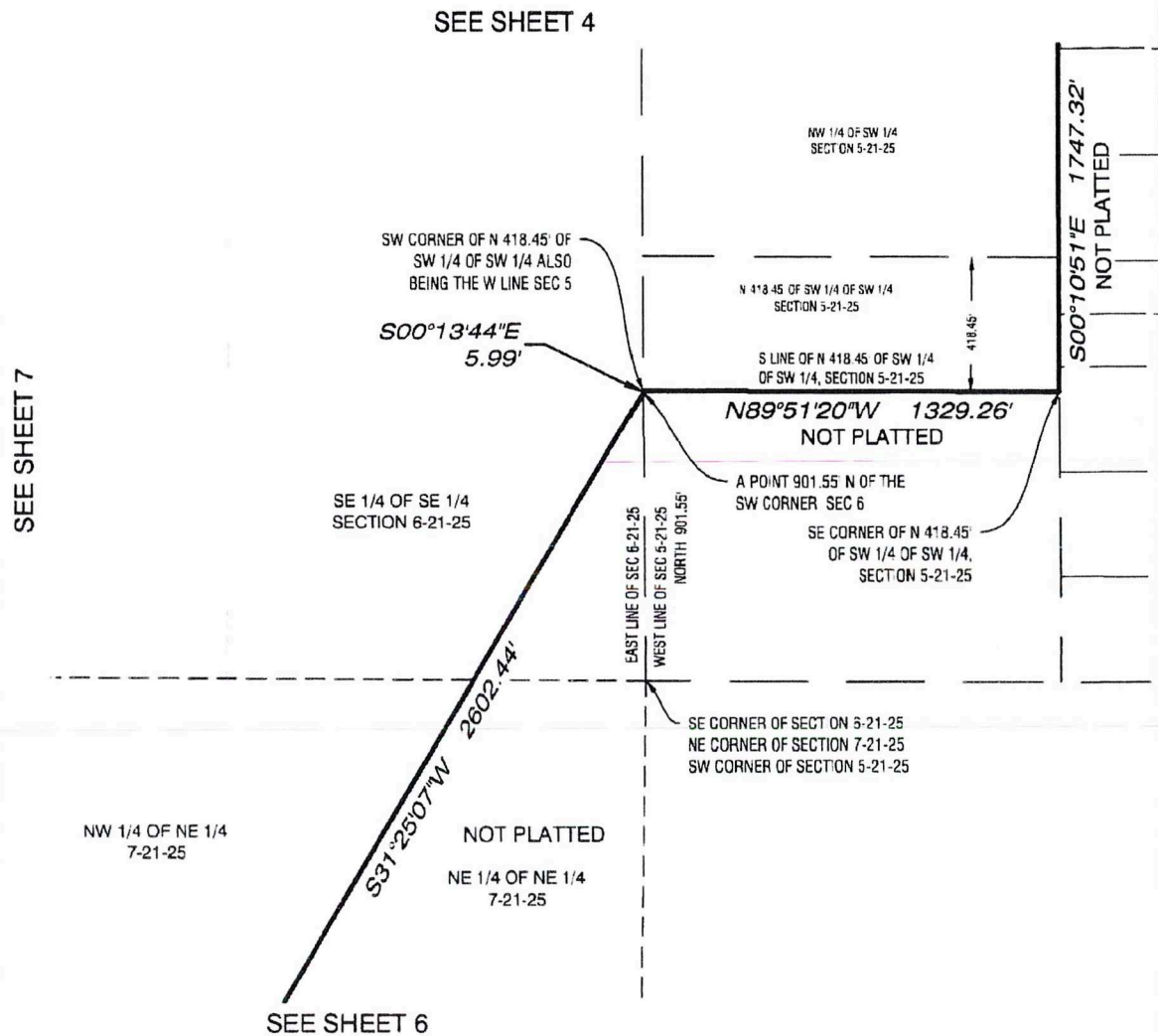
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 34 EAST  
JACK COUNTY, FLORIDA

COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES



[CONTINUED ON FOLLOWING PAGE]

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



## SHEET 5 OF 7

|           |                                  |
|-----------|----------------------------------|
| CLIENT    | KOLTER GROUP                     |
| JOB NO.   | 48322-004 PHASE 100              |
| ACAD FILE | 48322-004 BAR KEY SKETCH FOR CDD |
| DATE      | 3/22/2024 CHECKED BY: SMC        |
| DRAWN BY: | SMC/TJB                          |
| REVISED   | FILED BOOK N/A                   |
| DATE      |                                  |

## SKETCH OF DESCRIPTION

SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA

COMMUNITY DEVELOPMENT  
DISTRICT FOR  
BAR-KEY GROVES



[CONTINUED ON FOLLOWING PAGE]

6



SEE SHEET 3



7



**TOGETHER WITH:**

EXPANSION PARCEL LEGAL DESCRIPTION:  
(TITLE COMMITMENT #110493856 SCHEDULE "A")

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.

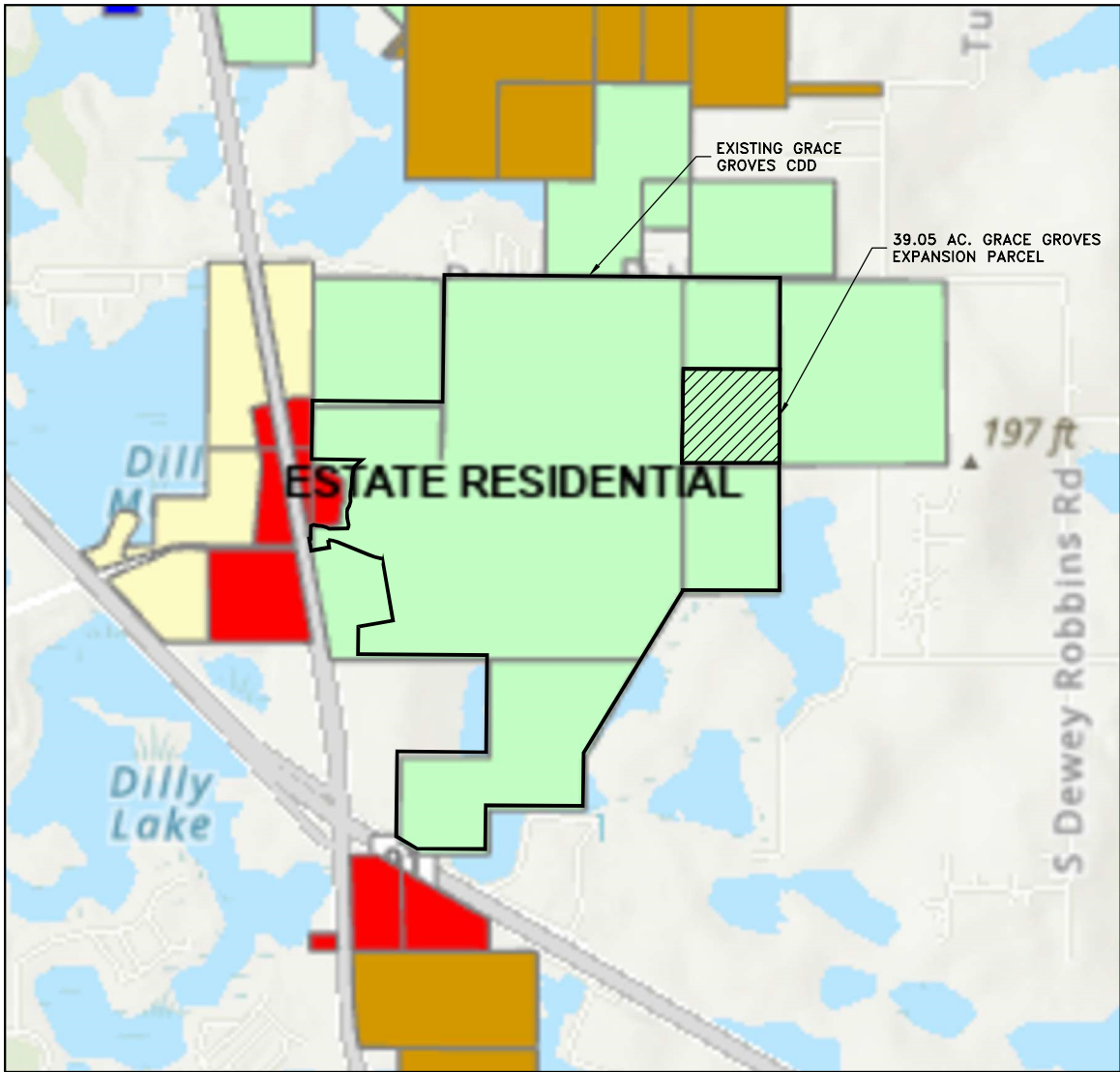
AND

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.

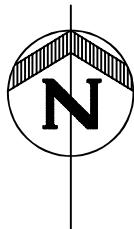
CONTAINING 39.05 ACRES, MORE OR LESS.

**FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.**

# EXHIBIT 7



| Future Land Use                                                                                                           |                         |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <span style="display:inline-block; width:15px; height:15px; background-color:lightgreen; border:1px solid black;"></span> | ESTATE RESIDENTIAL      |
| <span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span>     | LOW DENSITY RESIDENTIAL |
| <span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span>     | NEIGHBORHOOD MIXED USE  |
| <span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span>        | GENERAL COMMERCIAL      |



## GRACE GROVES CDD FUTURE LAND USE MAP



902 NORTH SINCLAIR AVE.  
TAVARES, FL 32778  
TEL. (352) 343-8481  
CERTIFICATE OF AUTHORIZATION  
NUMBER: 33380

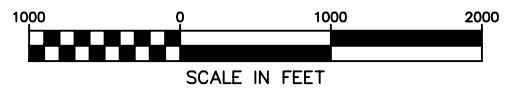
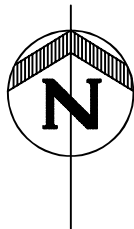
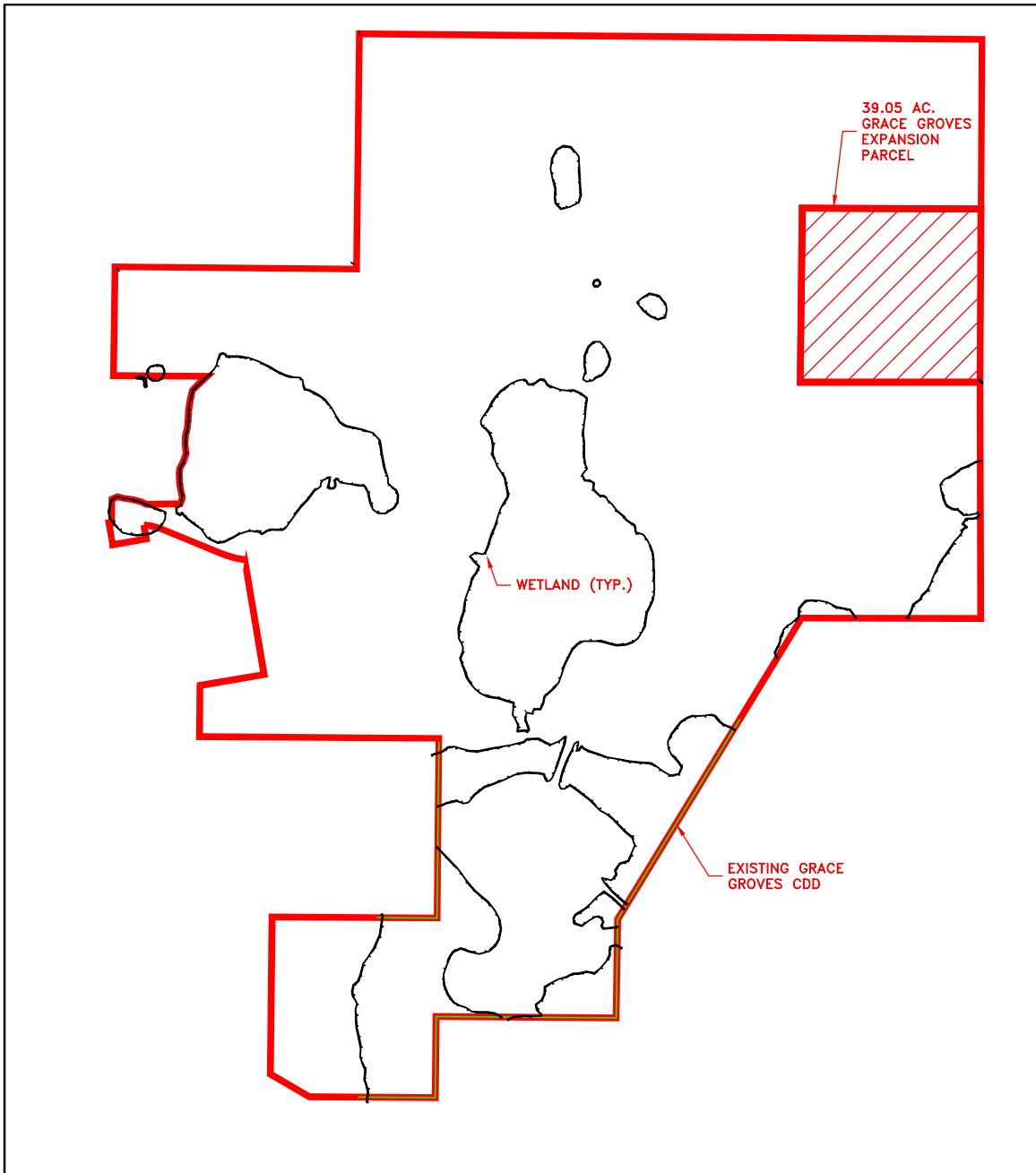
# EXHIBIT 8

| PROPOSED FACILITIES & ESTIMATED COSTS CHART FOR 39.05 ACRE EXPANSION PARCEL |                      |                     |                        |            |           |                 |
|-----------------------------------------------------------------------------|----------------------|---------------------|------------------------|------------|-----------|-----------------|
| Improvement                                                                 | Estimated Cost       | Construction Entity | Final Owner/O&M Entity | Start Date | # of Days | End Date        |
| Stormwater Management System/Grading                                        | \$ 6,360,665         | CDD                 | CDD                    | 1/2/2028   | 160       | 6/10/2028       |
| Roadways                                                                    | \$ 3,629,571         | CDD                 | City                   | 6/10/2028  | 67        | 8/16/2028       |
| Water & Wastewater Systems                                                  | \$ 2,319,597         | CDD                 | City                   | 8/16/2028  | 85        | 11/9/2028       |
| Hardscape/Landscape/Irrigation                                              | \$ 877,865           | CDD                 | CDD                    | 11/9/2028  | 58        | 1/5/2029        |
| Amenities                                                                   | \$ 2,400,000         | CDD                 | CDD                    | 8/16/2028  | 134       | 12/28/2028      |
| Conservation                                                                | \$ 442,020           | CDD                 | CDD                    | N/A        | N/A       | N/A             |
| Offsite Improvements                                                        | \$ 359,004           | CDD                 | City/FDOT              | 6/10/2028  | 67        | 8/16/2028       |
| Gas Utility                                                                 | \$ 275,767           | CDD                 | City                   | 8/16/2028  | 67        | 10/22/2028      |
| Professional Services                                                       | \$ 960,000           | N/A                 | N/A                    | N/A        | N/A       | N/A             |
| Contingency (10%)                                                           | \$ 1,762,449         | N/A                 | N/A                    | N/A        | N/A       | N/A             |
| <b>TOTAL</b>                                                                | <b>\$ 19,386,937</b> |                     |                        |            |           | <b>1/5/2029</b> |

1. The figures above are based on estimates only.
2. The Developer reserves the right to privately finance any of the above-improvements and transfer them to a homeowners' association upon completion for ownership and maintenance.



# EXHIBIT 9



**GRACE GROVES CDD  
EXISTING UTILITY MAP**

  
902 NORTH SINCLAIR AVE.  
TAVARES, FL 32778  
TEL. (352) 343-8481  
CERTIFICATE OF AUTHORIZATION  
NUMBER: 33380

# EXHIBIT 10



Rizzetta & Company

# **STATEMENT OF ESTIMATED REGULATORY COSTS**

FOR

## **THE PETITION TO AMEND THE DISTRICT BOUNDARIES GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT**

August 18, 2025

Prepared by:

Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

813-933-5571

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

GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF ESTIMATED REGULATORY COSTS

---

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Rizzetta & Company



## I. INTRODUCTION

### 1. PURPOSE AND SCOPE

This Statement of Estimated Regulatory Costs has been prepared as a component of the petition filed with the Board of City Commissioners of the City of Leesburg, Florida, to amend the boundaries of the Grace Key Groves Community Development District ("District") in accordance with Chapter 190.046(1), Florida Statutes ("F.S."). Specifically, Section 190.005(1)(a)8, F.S., requires that, as part of the petition, a Statement of Estimated Regulatory Costs be prepared pursuant to Section 120.541, F.S.

A community development district ("CDD") is established under the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, as amended (the "Act"). A CDD is a local unit of special-purpose government that is limited to the performance of those specialized functions authorized by the Act. Those specialized functions consist of planning, financing, constructing and maintaining certain public infrastructure improvements and community development services. As an independent special district, the CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., the city) whose boundaries include the CDD.

However, a CDD cannot regulate land use or issue development orders; those powers reside with the local general-purpose government. The Legislature has, in Section 190.004(3), F.S., made this clear by stating:

*The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.*



In addition, the parameters for the review and evaluation of community development district petitions are clearly set forth in Section 190.002(2)(d), F.S., as follows:

*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.*

Therefore, the scope of this Statement of Estimated Regulatory Costs is limited to an evaluation of those factors pertinent to the boundary modification of a CDD as defined by the Legislature and outlined in Section 120.541(2), F.S.

The purpose of Chapter 190, F.S., is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans which require adequate public facilities and services as pre-conditions for future development.

The CDD is a special purpose unit of local government that is established for the purpose of providing an alternative mechanism for financing the construction of public infrastructure. A CDD must be structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the City of Leesburg (the "City") or Lake County (the "County") as a result of this development will be incurred whether the infrastructure is financed through a CDD or any other alternative financing method. The annual operations and administrative costs of the District will be borne entirely by the District and will not require any subsidy from the State of Florida, the County or the City, nor will it place any additional economic burden on those persons not residing within the District.

## **2. GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT**

The District was established pursuant to City Ordinance No. 24-33 which became effective on July 22, 2024. Grace Key Groves Community Development District, the petitioner, is seeking authority to expand the boundaries of the Existing District, by 39.05 +/- acres ("Expansion Area"), for an amended total of 730.35 +/- acres after the expansion.



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Within the expanded District boundaries, the District will continue to exercise the powers outlined in Section 190.012, F.S., to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities and basic infrastructure that includes, but is not limited to: stormwater management, roadways, water and wastewater utilities, gas utilities, hardscaping, landscaping, irrigation, amenities, conservation, off-site improvements and or any other project, within or outside the boundaries of the District, required by a development order issued by a local government or subject of an agreement between the District and a governmental entity.

The District will finance infrastructure improvements through special or non-ad valorem assessment revenue bonds. Repayment of these bonds will be through special or non-ad valorem assessments levied against all benefited properties within the District, including the Expansion Area.

On-going operation and maintenance for District owned facilities is expected to be funded through maintenance assessments levied against all benefited properties within the District. Upon approval of this Petition, the future operation and maintenance assessments will also be levied on property within the Expansion Area.

## **II. STATUTORY ITEMS:**

Section 120.541(2), F.S. (2024), in pertinent part, provides that the elements a Statement of Estimated Regulatory Costs must contain the following:

*(a) An economic analysis showing whether the rule directly or indirectly:*

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;*
- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or*



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3. *Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.*

*(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.*

*(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.*

*(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.*

*(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.*

*(f) Any additional information that the agency determines may be useful.*

*(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.*



The estimated regulatory impact of establishing the District is summarized below. Statutory requirements are **SHOWN IN BOLD CAPS**.

**1. AN ECONOMIC ANALYSIS SHOWING WHETHER THE ORDINANCE DIRECTLY OR INDIRECTLY:**

**A. IS LIKELY TO HAVE AN ADVERSE IMPACT ON ECONOMIC GROWTH, PRIVATE SECTOR JOB CREATION OR EMPLOYMENT, OR PRIVATE SECTOR INVESTMENT IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;**

It is expected that any economic impact would be positive or neutral in nature, particularly in the short term. Although much of the development work in the District has already commenced, the expansion of the District boundaries will allow the District to proceed with anticipated construction of improvements within the Expansion Parcel, which will yield a demand for construction labor and professional consultants. Furthermore, the amendment is expected to have a positive impact of property values and local real estate sales. See generally Sections 3(b) and 5 below.

**B. IS LIKELY TO HAVE AN ADVERSE IMPACT ON BUSINESS COMPETITIVENESS, INCLUDING THE ABILITY OF PERSONS DOING BUSINESS IN THE STATE TO COMPETE WITH PERSONS DOING BUSINESS IN OTHER STATES OR DOMESTIC MARKETS, PRODUCTIVITY, OR INNOVATION IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;**

Any impact on overall business competitiveness and/or innovation resulting from the District boundary expansion is likely to be minimal, but as is the case with the economic factors described above, such impact will presumably be positive in nature. All professional contributors to the boundary expansion and anticipated resulting developmental efforts are expected to be either locally or state-based. Once complete, the Expansion Area will likely create opportunities for the local real estate industry. Thus, there will be no adverse impact on business competitiveness because of the amendment of the District boundaries.

**C. OR IS LIKELY TO INCREASE REGULATORY COSTS, INCLUDING ANY TRANSACTIONAL COSTS, IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE.**

A dramatic increase in overall regulatory or transaction costs is highly unlikely. As will be stated in further detail below, the City may incur incidental administrative costs in reviewing the documents germane to the boundary



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expansion, but it is expected that these costs will be offset by the City's required filing fees for the Petition.

Although operational services will be extended to the Expansion Area, these operating costs will be funded by the landowners through special assessments levied by the District. Similarly, the District may incur costs related to the issuance of future revenue bonds, and these costs will be allocated to the Expansion Area on a proportional basis pursuant to the District's existing allocation methodology. These costs would be funded by landowners in the Expansion Area through the payment of special assessments.

**2. A GOOD FAITH ESTIMATE OF THE NUMBER OF INDIVIDUALS AND ENTITIES LIKELY TO BE REQUIRED TO COMPLY WITH THE ORDINANCE, TOGETHER WITH A GENERAL DESCRIPTION OF THE TYPES OF INDIVIDUALS LIKELY TO BE AFFECTED BY THE ORDINANCE:**

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) City of Leesburg and its residents, 3) Lake County and its residents, 4) current property owners - Existing District, 5) current property owners - Expansion Area and 6) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the expansion and on-going administration of the District and will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section 3(a)(2) below. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Leesburg

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the expansion and on-going administration of the District other than any one-time administrative costs outlined in Section 3(a)(1) below. Once the District boundaries are expanded, these residents will not be affected by adoption of the ordinance. The



cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Lake County

The County and its residents will not incur any compliance costs related to the expansion of the District. Once the District boundaries are expanded, these residents will not be affected by adoption of the ordinance.

d. Current Property Owners – Existing District

The current property owners of the lands within the boundaries of the Existing District will be affected by the expansion of the District boundaries because the future operation and maintenance costs for existing infrastructure and services will be proportionally allocated to the new property added to the District. Similarly, any costs for the Expansion Area will be shared proportionately with the current property owners which may result in a cost savings for all property owners.

e. Current Property Owner and Future Property Owners – Expansion Area

The current property owner and future property owners of the lands within the boundaries of the Expansion Area will be affected by the expansion of the District boundaries to the extent that the District allocates debt for the future construction of infrastructure and undertakes operation and maintenance costs for that infrastructure. The future property owners will be assessed for these costs on a proportional basis pursuant to the District's allocation methodology.

**3. A GOOD FAITH ESTIMATE OF THE COST TO THE AGENCY, AND TO ANY OTHER STATE AND LOCAL ENTITIES, OF IMPLEMENTING AND ENFORCING THE PROPOSED ORDINANCE, AND ANY ANTICIPATED EFFECT ON STATE AND LOCAL REVENUES:**

a. Costs to Governmental Agencies of Implementing and Enforcing the Ordinance

1. City of Leesburg ("Agency or City")



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Because the District encompasses less than 2,500 acres, this petition is being submitted to the City of Leesburg (i.e., the "Agency" under Section 120.541(2), F.S.) for approval in accordance with Section 190.046(1), F.S. The Agency may incur certain one-time administrative costs involved with the review of this petition, although this will be offset by the Petitioner's payment of a one-time filing fee.

Once the District boundaries are expanded, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The District will continue to submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the Agency. Since there are no legislative requirements for review or action, the Agency should not incur any costs. The Agency may, however, choose to review these documents.

While some District improvements may eventually be dedicated to the City for ownership/operation and maintenance, the overall financial impact to the City resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are expanded, the transaction results in a limited impact to the City's revenue, from the dedication of infrastructure related to this development to the City.

## 2. Lake County

While some District improvements may eventually be dedicated to the County for ownership/operation and maintenance, the overall financial impact to the County resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are expanded, the transaction results in a limited impact to the County's revenue, from the dedication of infrastructure related to this development to the County.

## 3. State of Florida



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Once the District boundaries are expanded, the State of Florida will continue to incur only nominal administrative costs to review the periodic reports required pursuant to Chapters 190 and 189, F.S. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, F.S. This amount is currently being paid by the District and will not change when the District boundaries are expanded. Because the District, as defined in Chapter 190, F.S., is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been established, and there will be no impact as a result of the expansion.

#### 4. The District

The District will incur costs for, construction, operations and maintenance of its facilities, and for its administration. These costs will be completely paid from annual assessments against all properties within the Existing District and the Expansion Area benefiting from its facilities and its services. The fiscal year 2024-2025 Operations and Maintenance budget is already in place and any proportionate increases will be captured by budgets in future years. Again, while there may be a proportionate overall increase in terms of District operations, these costs are repaid by levy of assessments on individual properties within the Existing District and the Expansion Area. It is expected that the cost for each new parcel would be similar or proportionate to costs borne by the existing parcels.

#### b. Impact on State and Local Revenues

It is anticipated that approval of this petition will not have any negative effect on state revenues. There is however, the potential for an increase in state sales tax revenue resulting from a stimulated economy although it is not possible to estimate this increase with any degree of certainty. In addition,



local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services. Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenue is expected to be generated by private development within the District and, accordingly, should also increase local revenues.

Lastly, some express a concern that a District obligation could become a State, County or City obligation thereby negatively effecting state or local revenues. This cannot occur as Chapter 190 specifically addresses this issue and expressly states: "It is further the purpose and intent of the Legislature that no debt or obligation of a district constitutes a burden on any local general-purpose government without its consent." Section 190.002(3), F.S. "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state." Section 190.016(15), F.S.

In summary, expanding the boundaries of the Grace Key Groves Community Development District will not create any significant economic costs for the City, County or the State of Florida.

**4. A GOOD FAITH ESTIMATE OF THE TRANSACTIONAL COSTS LIKELY TO BE INCURRED BY INDIVIDUALS AND ENTITIES, INCLUDING LOCAL GOVERNMENT ENTITIES, REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE:**

The transactional costs associated with adoption of an ordinance to expand the District boundaries are primarily related to the financing of infrastructure improvements. As noted above, the District has already sold bonds to fund initial District improvements.

The District is in the process of providing various community facilities and services to serve the properties within the District. These facilities and services, and the estimated costs associated with the provision of each, were provided in the original Statement of Estimated Regulatory Costs and Petition to establish the District. Assessments for repayment of the District's existing bonds have been levied against benefited properties within the Existing District. It is expected that the District will construct new public facilities and services supporting the Expansion Area, and the estimated costs associated with the provision of each, are outlined in Table 1 below.





**Table 1. Summary of Estimated Construction Costs for District Public Infrastructure Improvements**

| <u>Improvement</u>                 | <u>Estimated Cost</u> | <u>Funded by</u> | <u>O&amp;M Entity</u> |
|------------------------------------|-----------------------|------------------|-----------------------|
| Stormwater Management              | \$6,360,665           | CDD              | CDD                   |
| Roadways                           | \$3,629,571           | CDD              | City                  |
| Water & Wastewater Systems         | \$2,319,597           | CDD              | City                  |
| Hardscape / Landscape / Irrigation | \$877,865             | CDD              | CDD                   |
| Amenities                          | \$2,400,000           | CDD              | CDD                   |
| Conservation                       | \$442,020             | CDD              | CDD                   |
| Offsite Improvements               | \$359,004             | CDD              | City/FDOT             |
| Gas Utility                        | \$275,767             | CDD              | City                  |
| Professional Services              | \$960,000             | N/A              | N/A                   |
| Contingency (10%)                  | \$1,762,449           | N/A              | N/A                   |
| <b>Total</b>                       | <b>\$19,386,937</b>   |                  |                       |

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments will be imposed on properties within the Existing District and the Expansion Area. As with the special assessments for infrastructure acquisition and construction, the property owner will be responsible for payment of these assessments on the basis of the amount of benefited property owned.

All persons choosing to acquire property in the Expansion Area will be responsible for such assessments in addition to the taxes or assessments imposed by the City or other taxing authorities.

In exchange for the payment of these special assessments, there are potential benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they, the property owners, will elect the members of the District's Board of Supervisors. Further, the District is limited in jurisdiction and responsibility to this single development. Therefore, the District should be extremely responsive to the needs of the property owners within the Expansion Area.

As mentioned above, some infrastructure improvements may eventually be dedicated to the City. However, such dedication is subject to the City agreeing to accept such dedications. As such, the City would be responsible for the cost of maintaining those improvements after ownership and/or control is transferred. Due to a number of factors, at this time it is difficult to project, with certainty, the City's actual costs to operate the improvements, but it is



expected that the City will be able to offset these costs with utility charges and other available revenues, so that any actual impact to the City will be minimal. Furthermore, the City would incur these costs even if the District did not exist and alternative financing were utilized.

**5. AN ANALYSIS OF THE IMPACT ON SMALL BUSINESSES AS DEFINED BY S. 288.703, AND AN ANALYSIS OF THE IMPACT ON SMALL COUNTIES AND SMALL CITIES AS DEFINED IN S. 120.52:**

Expanding the boundaries of the District should not have any negative impact on small businesses. Any business, large or small, has the option of locating in a community development district provided the local governmental authority has issued the appropriate land use approvals. Those that choose this option are subjected to the financial obligations imposed by the District and accrue the benefits resulting from being in the District.

Furthermore, the District must operate according to Florida's "Sunshine" laws and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District.

A CDD does not discriminate in terms of the size of businesses that can be located within the boundaries or transact business with the CDD.

The District, as amended, should have a positive impact on the small businesses of the local economy. As outlined above, success of the development should generate increased employment and stimulate economic activity in the area through increased construction expenditures related to infrastructure and private development, thus providing enhanced opportunity for small businesses.

The City of Leesburg is not defined as a small city for purposes of this requirement.

In addition, amending the boundaries of a CDD should not have a negative impact on small cities or counties, because the cost to construct the infrastructure is borne entirely by the property owners within the District.

**6. ANY ADDITIONAL INFORMATION THAT THE AGENCY DETERMINES MAY BE USEFUL:**

Certain data utilized in this report was provided by the Petitioner and represents the best information available at this time. Other data was



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provided by Rizzetta & Company, Incorporated and was based on observations, analysis and experience with private development and other CDD's in various stages of existence.

**7. A DESCRIPTION OF ANY REGULATORY ALTERNATIVES SUBMITTED AND A STATEMENT ADOPTING THE ALTERNATIVE OR A STATEMENT OF THE REASONS FOR REJECTING THE ALTERNATIVE IN FAVOR OF THE PROPOSED RULE:**

Not applicable.



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# EXHIBIT 11

## **RESOLUTION NO. 2024-29**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT DIRECTING DISTRICT STAFF TO FILE A REQUEST WITH THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, TO CHANGE THE NAME OF THE DISTRICT, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Grace Key Groves Community Development District (“District”) is a unit of special-purpose government established on July 22, 2024, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by City Commission of the City of Leesburg, Florida (“City”), by passage of Ordinance 24-33 (“Ordinance”); and

**WHEREAS**, Section 2 of the Ordinance provides that the name of the District shall be “Grace Key Groves Community Development District”; and

**WHEREAS**, Kolter Group Acquisitions, LLC, a Florida limited liability company (“Developer”), is presently developing real property within the District; and

**WHEREAS**, the Developer has approached the District and requested the District seek to change its name to “Grace Groves Community Development District,” in an effort to facilitate the development of the overall lands and marketability of the same;

**WHEREAS**, the proposed name change request is in the best interests of the District as it will eliminate confusion should the development have a different name than the District; and

**WHEREAS**, in order to seek a change in the District’s name, the District desires to authorize District Staff, including legal and managerial staff, to provide such services as are necessary throughout the pendency of the name change process; and

**WHEREAS**, the District desires to formally request that the City consider as an agenda item during a regularly scheduled meeting changing the name of the District from the “Grace Key Groves Community Development District” to the “Grace Groves Community Development District” and to effectuate the name change by amending the District’s establishment ordinance, Ordinance No. 24-33, and such other actions as are necessary in furtherance of the name change process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT:**



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

**SECTION 2.** The Board hereby directs District Staff to proceed in an expeditious manner with the transmittal of this Resolution to the City. This Resolution shall serve as the District's formal request to the City that the District's name be changed from the "Grace Key Groves Community Development District" to the "Grace Groves Community Development District."

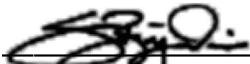
**SECTION 3.** The District further authorizes District Staff and Chairperson to take any additional action as may be required to effectuate the change in name of the District.

**SECTION 4.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of August, 2024.

ATTEST:

**GRACE KEY GROVES COMMUNITY  
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary

  
BILL FILE (Aug 15, 2024 11:37 EDT)

Chair/Vice Chair, Board of Supervisors

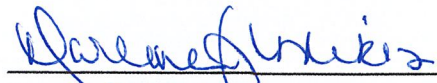
# EXHIBIT 12

### AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Grace Key Groves Community Development District, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Amend the Boundaries and Change the Name of the Grace Key Groves Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, Section 190.156(1), Florida Statutes. This authorization shall remain in effect until revoked in writing.

#### WITNESSES:

#### GRACE KEY GROVES COMMUNITY DEVELOPMENT DISTRICT

  
Name: DARLENE J. MICKLES

  
By: William Fife  
Chairman, Board of Supervisors

  
Name: BRYON T. LOPRESTE

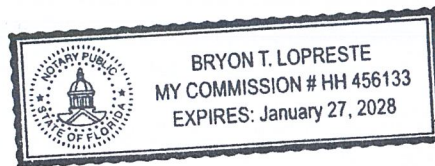
Date: 8/25/25

#### STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of AUGUST, 2025, by William Fife, as CHAIRMAN of GRACE KEY GROVES CDD, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC, STATE OF FLORIDA



Name: BRYON T. LOPRESTE  
Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**NOTICE OF PUBLIC HEARING**  
**By the City Commission for the City of Leesburg, Florida**  
**to Consider a Petition to Amend the Boundaries and Consider a Name Change of the**  
**Grace Key Groves Community Development District**

**DATE:**                      **October 27, 2025 (First Reading)**  
                                     **November 10, 2025 (Second Reading/Public Hearing)**

**TIME:**                      **5:30 P.M.**

**LOCATION:**                **City Hall, Third Floor Commission Chambers**  
                                     **501 West Meadow Street**  
                                     **Leesburg, Florida 34748**

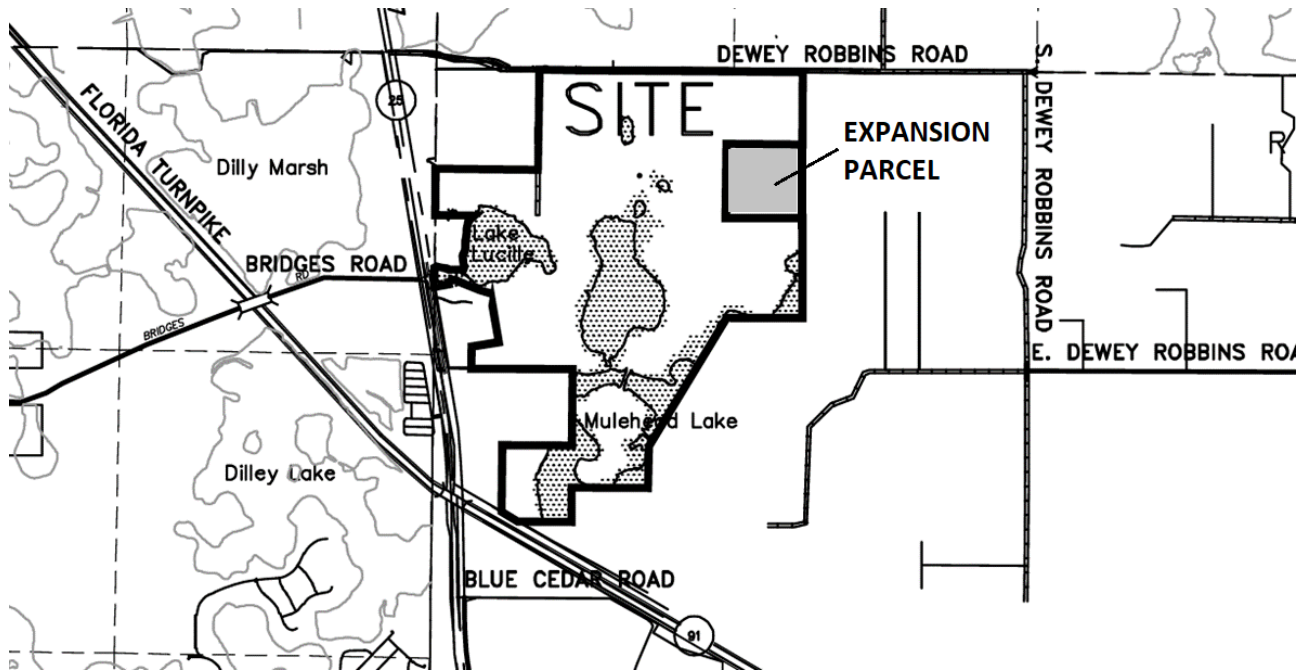
In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission for the City of Leesburg, Florida, to consider an ordinance to adopt an amendment to Ordinance No. 24-33 and amend the boundaries of the Grace Key Groves Community Development District ("District") and to change its name to "Grace Groves Community Development District."

The District is comprised of 691.30 acres, more or less, generally located south of Dewey Robbins, west of South Dewey Robbins Road, east of Bridges Road and north of Blue Cedar Road, entirely within the City of Leesburg, Florida. The District has submitted a petition to amend the boundary of the District by adding 39.05 acres, more or less, for an amended total of approximately 730.35 acres, more or less.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, 501 West Meadow Street, Leesburg, Florida 34748, during regular business hours. For more information, call (352)728-9786.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the ADA Coordinator, at (352)728-9786, ext. 1210, or at City Hall, 501 West Meadow Street, Leesburg, Florida 34748.



**PUBLISH: October 22, 2025**

PUBLICATION REQUIREMENT UNDER S. 190.046(1)(b), F.S.: "A public hearing shall be held in the same manner and with the same public notice as other ordinance amendments."



# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** November 10, 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 103.14 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for 294 single-family detached units, consisting of 241 50' lots and 53 60' lots, for a property generally located east of County Road 48 and north of North Austin Merritt Road, lying in Section 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Banning 5 PUD)

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### Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from City PUD (Planned Unit Development) to City PUD (Planned Unit Development) to allow for 294 single-family detached units. Planning Commission recommended denial, 4-1, citing concerns about density, not enough open space, and increased traffic.

### Analysis:

The project site is approximately 103.14 +/- acres, and is generally located east of County Road 48 and north of North Austin Merritt Road as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for the construction of 294 single-family detached units, consisting of 241 50' lots and 53 60' lots. The existing land uses surrounding the property are Pasture Improved Hay Acreage, Residential, Non-Agricultural Acreage, and Vacant. City of Leesburg utilities are available along Banning Ranch Avenue, which may service this proposed project via Banning Ranch Phases 1-4.

The Planning Commission held a public hearing on the application on October 23, 2025, and recommended denial, citing concerns about density, not enough open space, and increased traffic on County Roads 48 and 33.

### 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 103.14 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 294 SINGLE-FAMILY DETACHED UNITS, CONSISTING OF 241 50' LOTS AND 53 60' LOTS, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 48 AND NORTH OF NORTH AUSTIN MERRITT ROAD, LYING IN SECTION 32, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BANNING 5 PUD)**

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

**Section 1.**

Based upon the petition of Hanover Land Company, 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 City of Leesburg PUD (Planned Unit Development) 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

**BANNING RANCH 5  
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT  
October 23, 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 **Hanover Land Company, 605 Commonwealth Avenue, Orlando FL, 32803, "Permittee"**(Ben Snyder, Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

**BACKGROUND**

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use development consisting of a maximum of 294 single family residential units, located on approximately 103.14 total acres, and being generally located east of County Road 48 and north of North Austin Merritt 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 **Hanover Land Company, 605 Commonwealth Avenue, Orlando FL, 32803, "Permittee"** (Ben Snyder, Petitioner), to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**  
See attached **Exhibit B, Legal Description**.

### 3. LAND USE

The above-described property, containing approximately 103.14 acres, shall be used for platted single-family residential development, pursuant to this agreement, and City of Leesburg development codes and standards.

#### A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

#### B. Prohibited Uses

1. Townhouses, duplexes, triplexes.
2. Multi-family units (Apartments)
3. 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 294 single family residential units, consisting of 241 50' lots and 53 60' lots, at a gross density not to exceed 2.85 units per acre on the approximately 103.14-acre site, as shown on **Exhibit C, Master Development Plan**.

B. A mix of lot sizes shall be permitted, as long as the lots or equal to, or larger than the required minimum lot size.

C. Lot sizes shall be varied, to include 50- and 60-foot widths as shown on the attached **Exhibit C, Master Development Plan**.

D. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

E. The minimum lot development standards shall be:

1. For 50-foot lots:
  - a. 50 foot lots shall be located on the interior of the subdivision and shall not adjacent to County Road 48 as shown on the **Conceptual Master Plan, Exhibit C**.
  - b. Minimum house size: 1,600 square feet.



- c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet. Attached closet space may be included in this calculation.
  - d. Minimum lot size shall be 6,250 square feet.
  - e. Minimum width 50 feet
  - f. Minimum depth 125 feet
  - g. Minimum building setbacks:  
 Front – 25 feet setback to the garage, 20 feet setback to the residence  
 Rear – 18 feet;  
 Side – 5 feet;  
 Corner Side – 15 feet; and  
 Porch – 20 feet (porch must be a minimum width of 5 feet).
2. For 60-foot lots:
- a. 60 foot lots shall be located anywhere on the exterior or interior of the subdivision, including adjacent to County Road 48 as shown on the **Conceptual Master Plan, Exhibit C**.
  - b. Minimum house size: 1,700 square feet.
  - c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet. Attached closet space may be included in this calculation.
  - d. Minimum lot size shall be 7,500 square feet.
  - e. Minimum width 60 feet
  - f. Minimum depth 125 feet
  - g. Minimum building setbacks:  
 Front – 25 feet setback to the garage, 20 feet setback to the residence  
 Rear – 18 feet;  
 Side – 5 feet;  
 Corner Side – 15 feet; and  
 Porch – 20 feet (porch must be a minimum width of 5 feet).
4. For all lots
- a. Lot sizes may be larger than the minimum requirements herein, without need for amending this PUD document.
  - b. Lot widths shall be measured at the front building setback line.
  - c. Lot depths shall be measured lengthwise from the center of the lot.
- 5.. For all structures:
- a. Each residential structure shall have a minimum two car garage.
  - b. Minimum distance between structures shall be 10 feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
  - c. 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).

- d. Maximum building height: two (2) stories or 35 feet.
- e. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- f. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- g. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

## 5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five 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, 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 Planning and Zoning Director or designee.

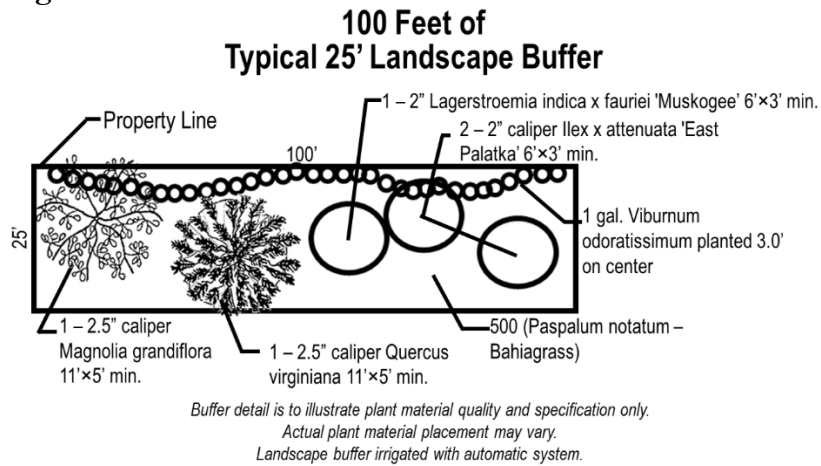
## 6. LANDSCAPING & BUFFER REQUIREMENTS

- A. A minimum fifteen (15) foot buffer planted as shown in Figure A below, shall be provided along the entire property in areas not bounded by wetlands and open space, unless otherwise provided for in this document. Buffers shall not be included as part of residential lots, and shall be buffer lots only.
- B. 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.
- C. A fence, constructed of PVC or other such synthetic or composite material, shall be required as a visual buffer along the lot lines of all boundaries of the property which are adjacent to existing development or platted lots, except along the east property line. Areas which contain wetland area as a buffer shall be exempt from this requirement. A split rail fence shall be considered to meet this requirement.
- D. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

**Figure A**

|                                                 |                                                                                                                                                                                                                                             |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Canopy Trees (per 100 l.f.)                     | 2 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                 | 2" cal, 12' overall height                                                                                                                                                                                                                  |
| <b>Optional Ornamental Trees (per 100 l.f.)</b> | 3 per 100 linear ft                                                                                                                                                                                                                         |
| Tree CAL/Height                                 | 2" cal, 7' overall height                                                                                                                                                                                                                   |
| <b>Shrub Screen (per 100 l.f.)</b>              |                                                                                                                                                                                                                                             |
| Square Ft. of Shrubs                            | (33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting |
| Container size                                  | 3 gal                                                                                                                                                                                                                                       |

**Figure B**



H. Variations to the landscape requirements of the code may be approved by the Planning and Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

- I. The surveying of trees on the property shall be conducted as follows:
- 1) If existing on the property, 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) A survey of 100 feet by 100 feet plots, indicating all protected trees 4" DBH and larger, shall be surveyed for each distinct vegetative area, for use in replacement calculations.
  - 3) Site areas that are to preserve existing trees do not need to be included in the survey plots unless the trees are to be used in preservation/replacement requirements.
  - 4) The tree survey shall be completed by a licensed surveyor.
  - 5) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester.

## **7. SITE ACCESS AND SIGNAGE**

A. To meet Lake County access management requirements the main vehicular access to the project site shall be provided by an access point from County Road 48. This access point shall be a divided boulevard type entrance road, with an 8-foot median, with a minimum of one lane in each direction, and designed to allow for emergency access per City of Leesburg Codes. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to existing or planned sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

- 1) Adequate right of way along shall be required to ensure appropriate roadway paving and access.

- 2) Additional improvements on County Road 48 may be required to accommodate the increase in the additional trips the site will produce per Lake County requirements.
  - 3) 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.
  - 4) The conceptual plan exhibits, 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. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and base of monument/entryway signs may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

## 8. **TRANSPORTATION IMPROVEMENTS**

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.



- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the boulevard entrance road and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. 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. Developer shall be responsible for the installation of a natural gas services in eighty percent (80%) of all homes in the development.
- 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 homeowners 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, or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.

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

## **12. IRRIGATION & WATER USAGE**

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

## **13. RECREATIONAL REQUIREMENTS**

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 1.35 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include three recreation amenities, including a pool and two other amenities, such as BBQ grills, picnic tables, equipped play area, or a basketball court.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

## **14. MAINTENANCE**

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowners association shall serve as an appropriate entity for all common properties within the development.

## **15. DEVELOPMENT PHASING & IMPLEMENTATION**

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- A. 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.
- B. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

**16. MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.
- F. Planning and Zoning Director shall have the discretion to make minor changes that meet the intent of the PUD agreement 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**

Beginning at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 20 South, Range 24 East, in Lake County, Florida, run South 89°16'18" West 3756.82 feet along the North line of the South 1/4 of said Section 32 to the Southeasterly right of way of State Road No. 48; thence North 27°38'30" East 1749.56 feet along said right of way line; thence North 82°47'54" East 391.58 feet; thence South 74°55'38" East 666.14 feet; thence South 60°19'25" East 657.18 feet; thence North 78°21'18" East 1346.90 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 32, thence South 0°49'29" East 1324.21 feet along the East line of the said Quarter-quarter to point of beginning.



**EXHIBIT D**

**REPRESENTATIVE FAÇADE SAMPLES**















## TYPICAL DARK SKY LIGHTING FIXTURES

## Examples of Acceptable / Unacceptable Lighting Fixtures

**Unacceptable / Discouraged**

Fixtures that produce glare and light trespass

**Acceptable**

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Ciesin-G-2005. Rendered for the Town of Southampton, NY. Used with permission.



**Figure 1 – Opaque vinyl fence**

*Example Source Courtesy of Bespoke Fence*

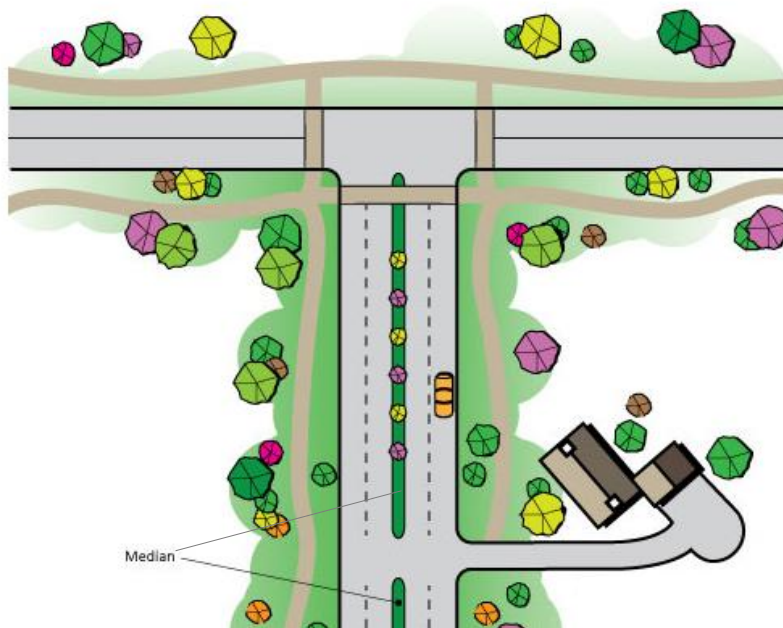
<https://bespokefence.com/products/vinyl-fences/>



**Figure 2 – Split-rail fence**

*Example Source Courtesy of Superior Outdoor Products*

<https://superiorplasticproducts.com/3-rail-vinyl-fence>



**Figure 1 – Divided Boulevard Concept**

*Example Source Courtesy of Chester County Government*

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



**Figure 2 – Planted Divided Boulevard**

*Example Source Courtesy of District Works*

*<https://districtworks.city/landscaping-and-groundkeeping/>*



**Figure 3 – Planted Divided Boulevard**

*Example Source Courtesy of Joshua Zeunert via ResearchGate*

*[https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development\\_fig1\\_329116840](https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840)*



**EXHIBIT "A"****LEGAL DESCRIPTION**

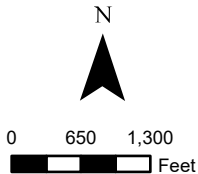
Beginning at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 20 South, Range 24 East, in Lake County, Florida, run South 89°16'18" West 3756.82 feet along the North line of the South 1/4 of said Section 32 to the Southeasterly right of way of State Road No. 48; thence North 27°38'30" East 1749.56 feet along said right of way line; thence North 82°47'54" East 391.58 feet; thence South 74°55'38" East 666.14 feet; thence South 60°19'25" East 657.18 feet; thence North 78°21'18" East 1346.90 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 32, thence South 0°49'29" East 1324.21 feet along the East line of the said Quarter-quarter to point of beginning.



# Extended Aerial



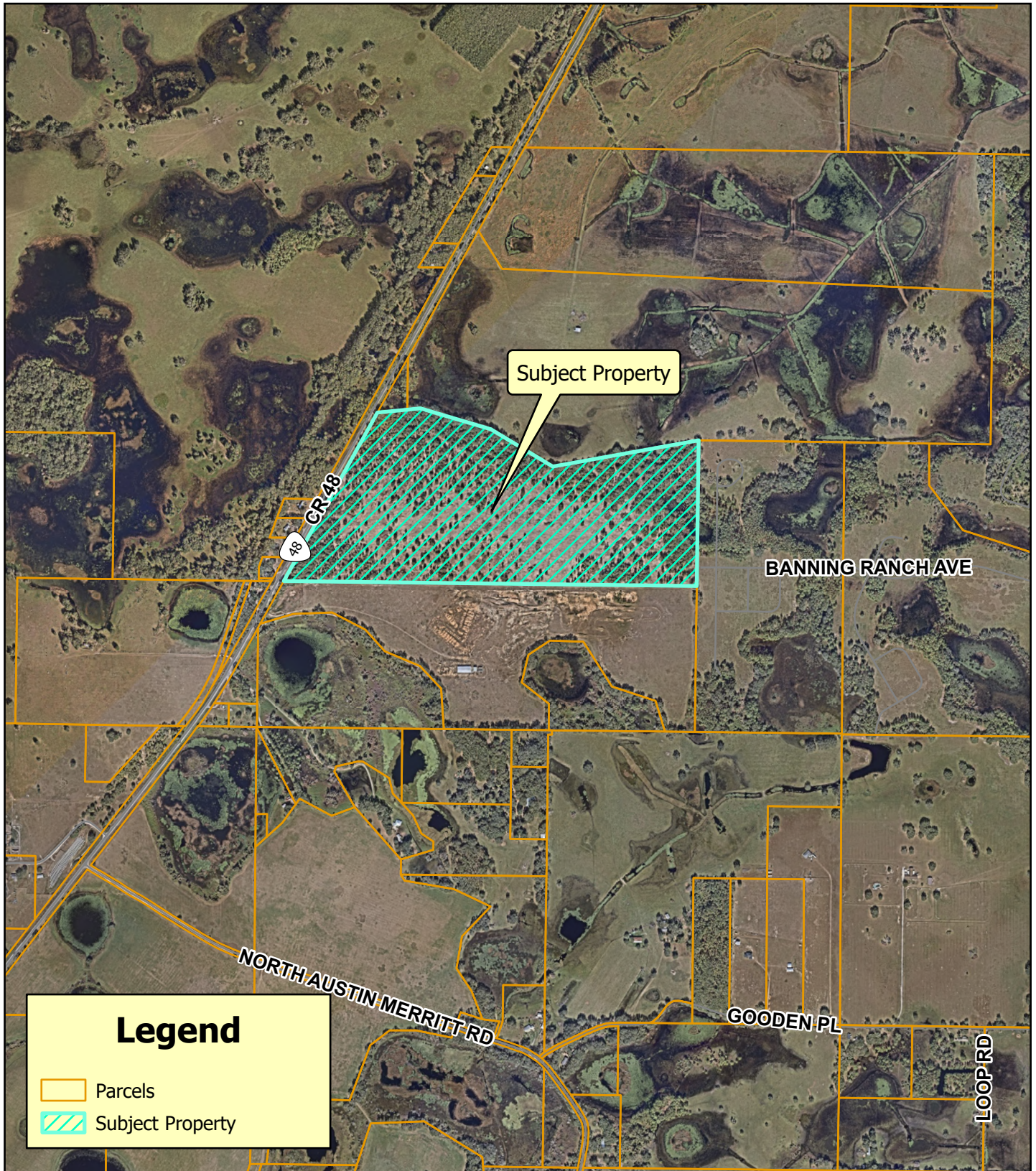
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& Zoning  
Division**



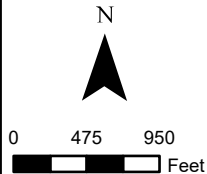
Banning 5  
PUD-25-1285  
Alternate Key(s): 1035449  
Section 32 Township 20 South, Range 24 East  
September 19, 2025



# Aerial



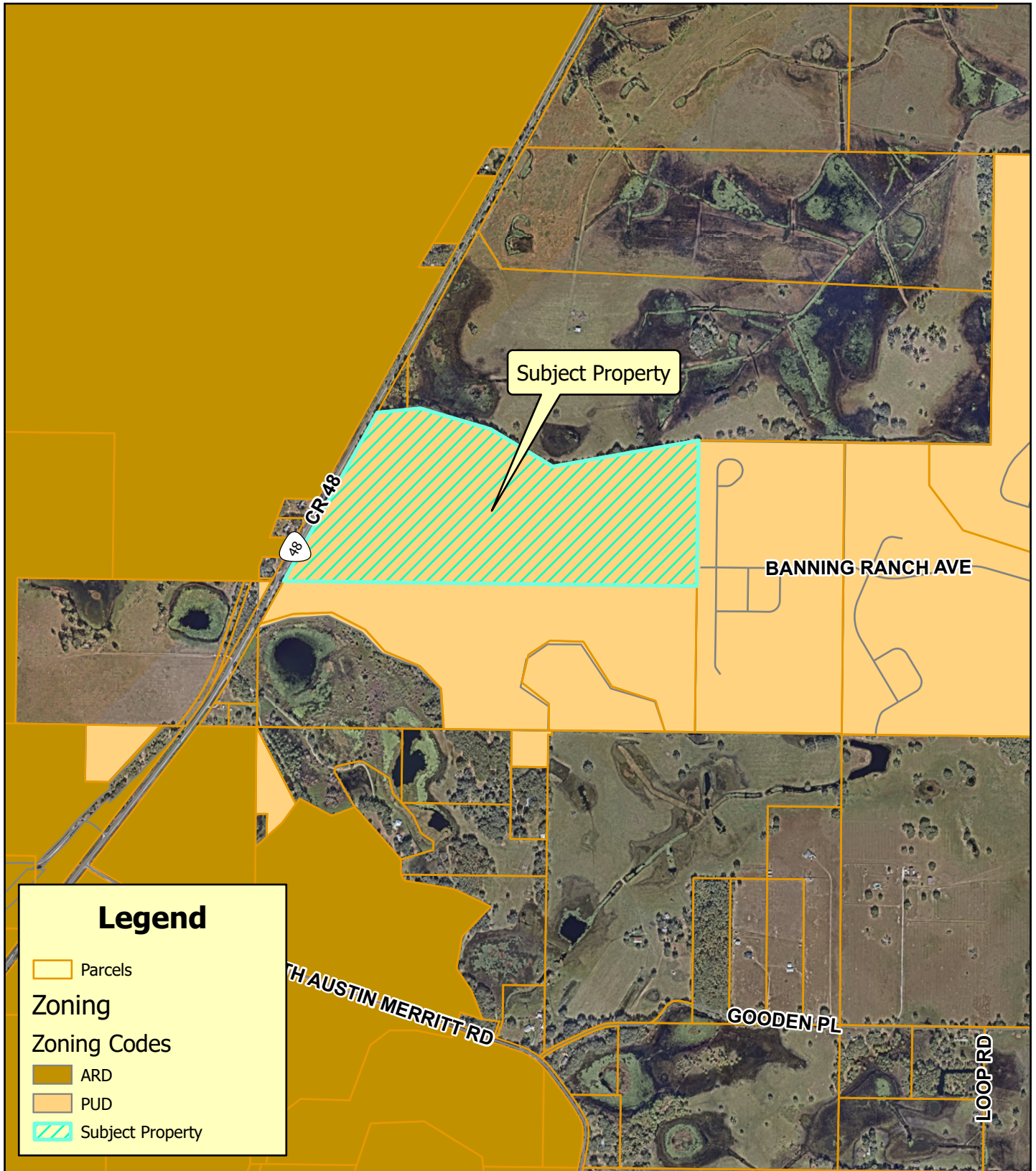
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Division**



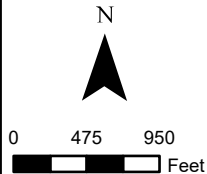
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Section 32 Township 20 South, Range 24 East  
September 19, 2025



# Zoning



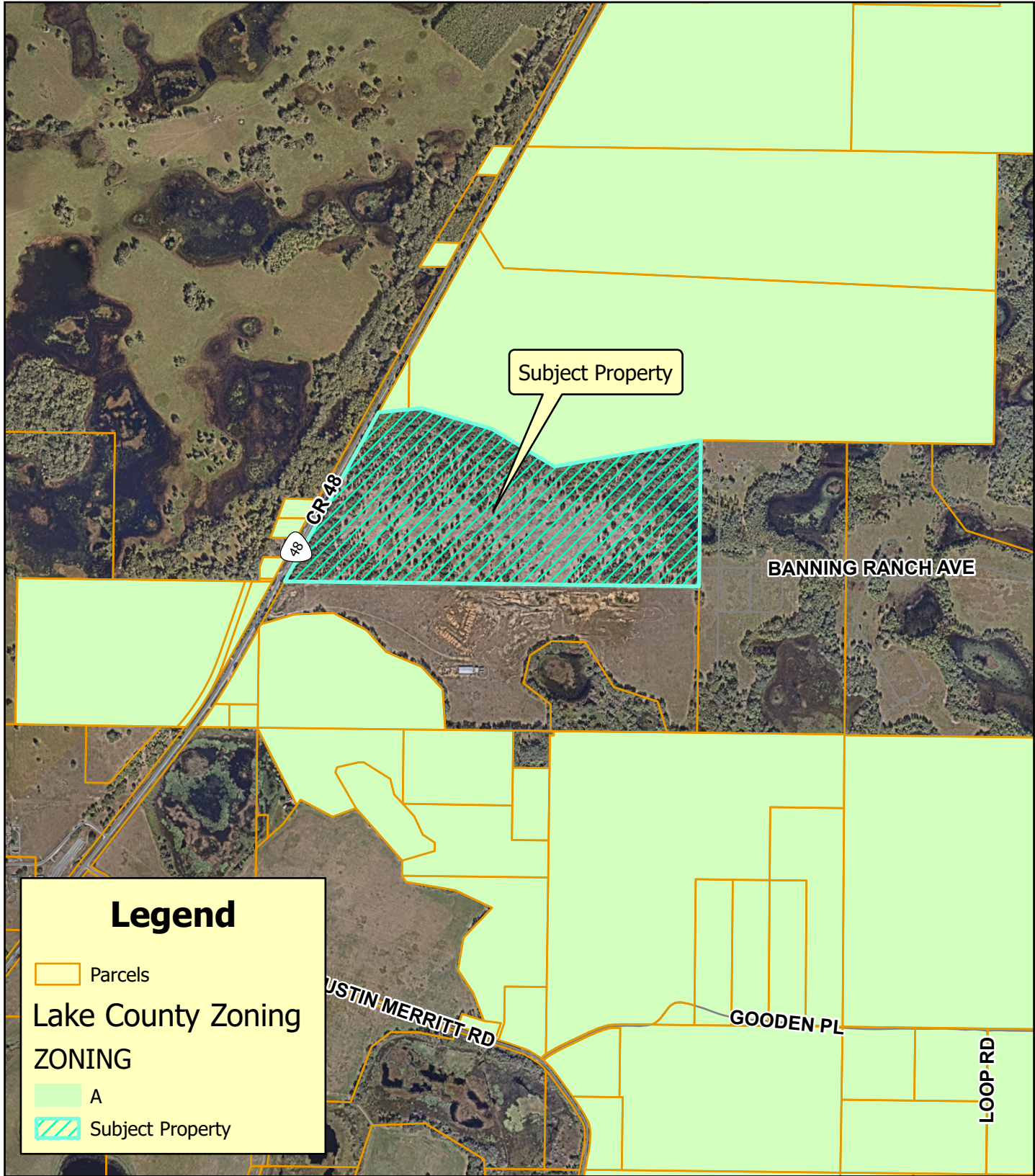
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& Zoning  
Division**



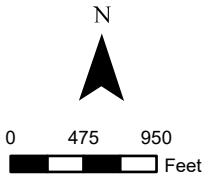
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Section 32 Township 20 South, Range 24 East  
September 19, 2025



# Lake County Zoning



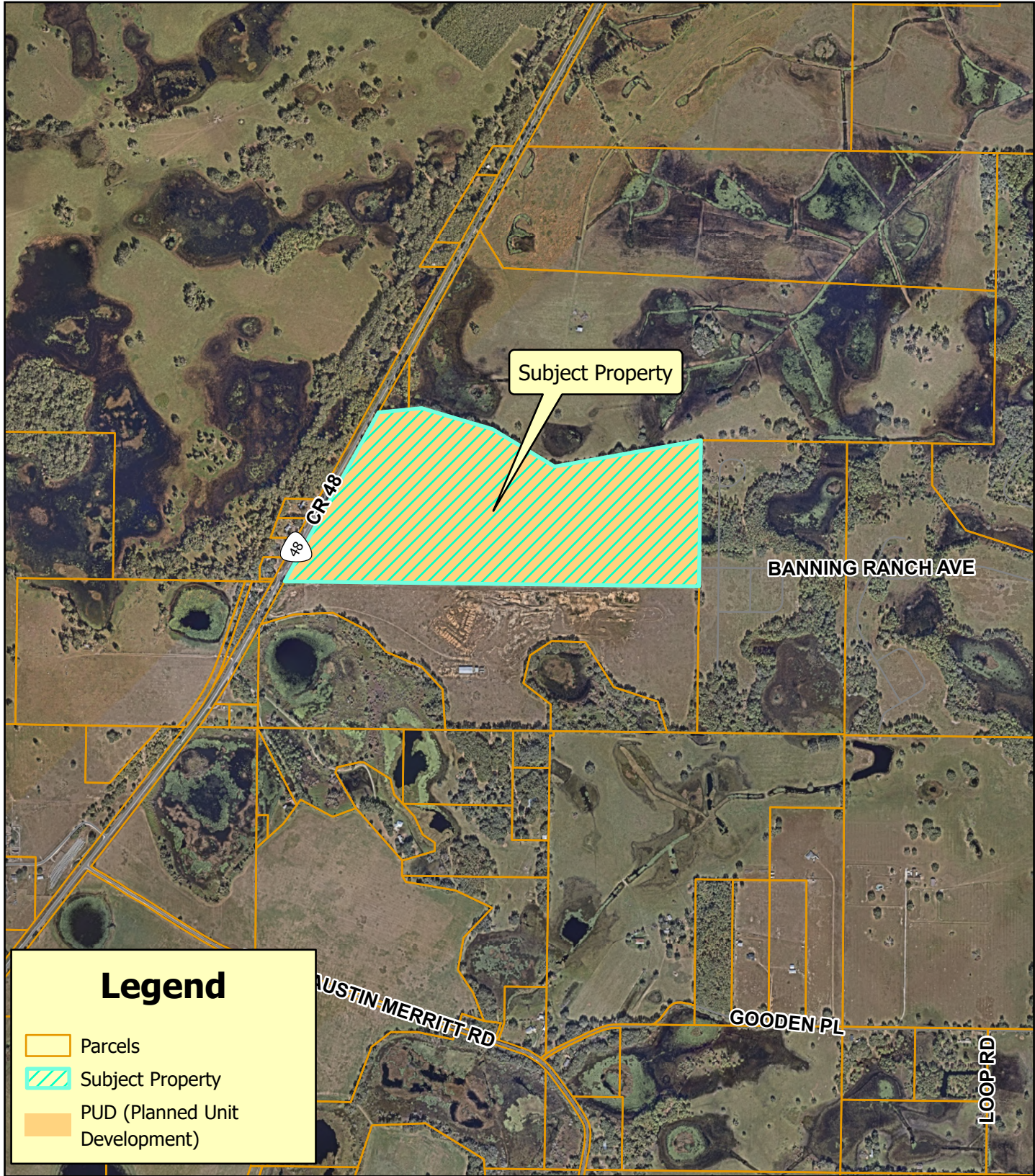
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& Zoning  
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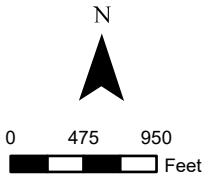
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September 19, 2025



# Proposed Zoning



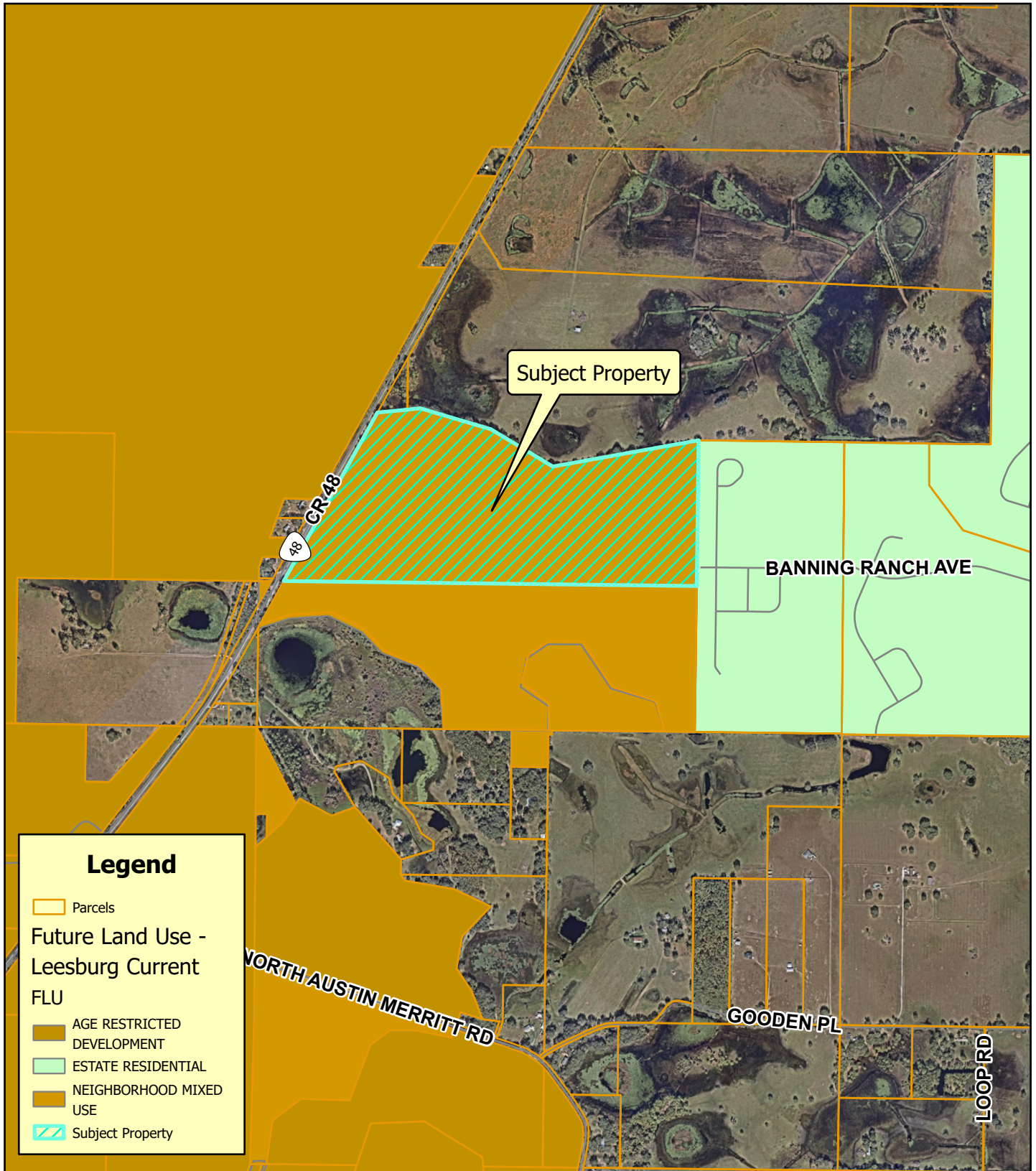
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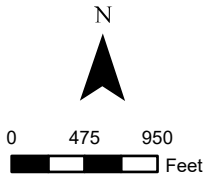
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# Future Land Use



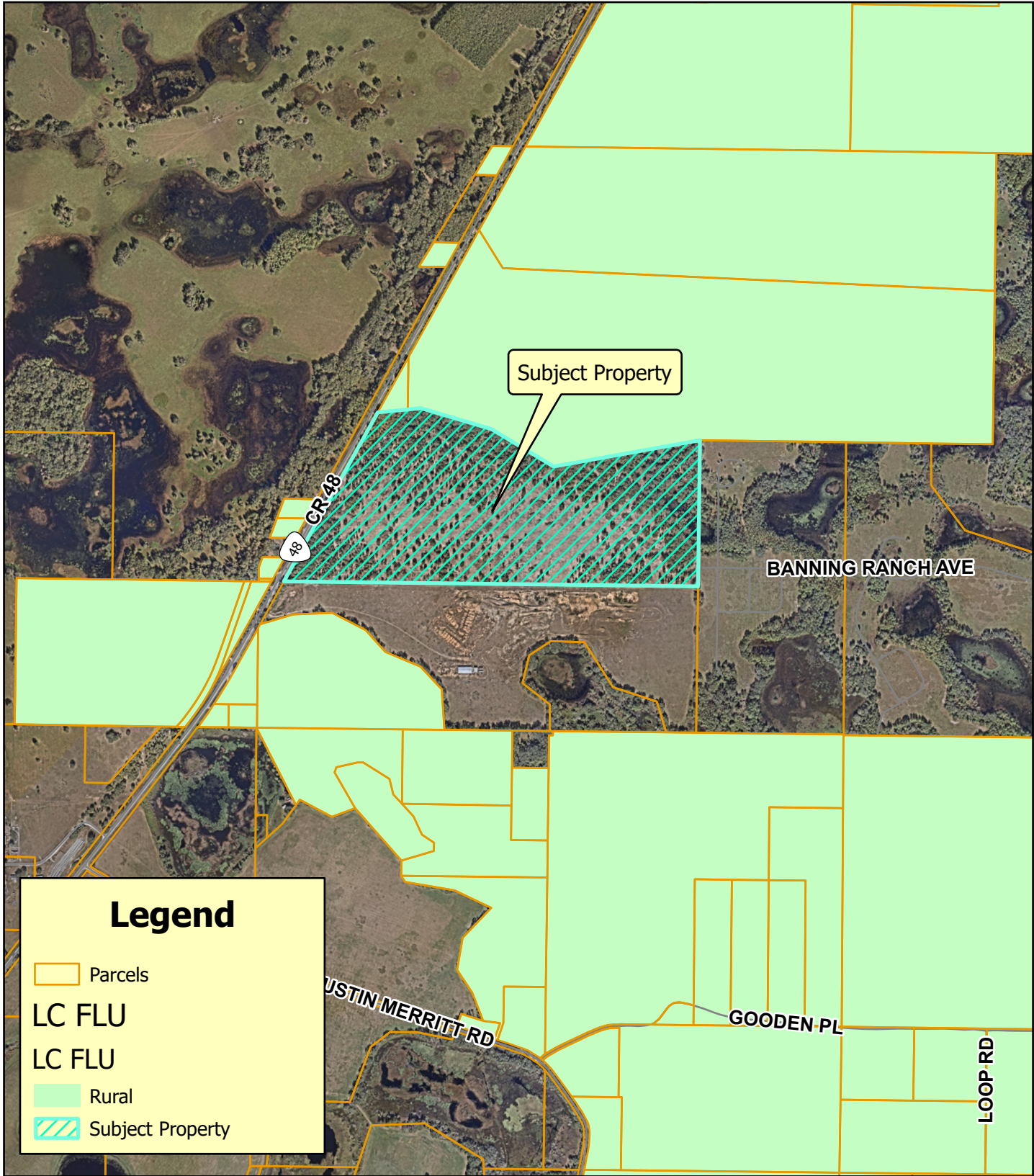
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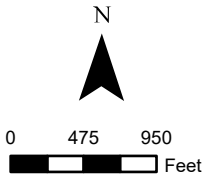
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September 19, 2025



# Lake County Future Land Use



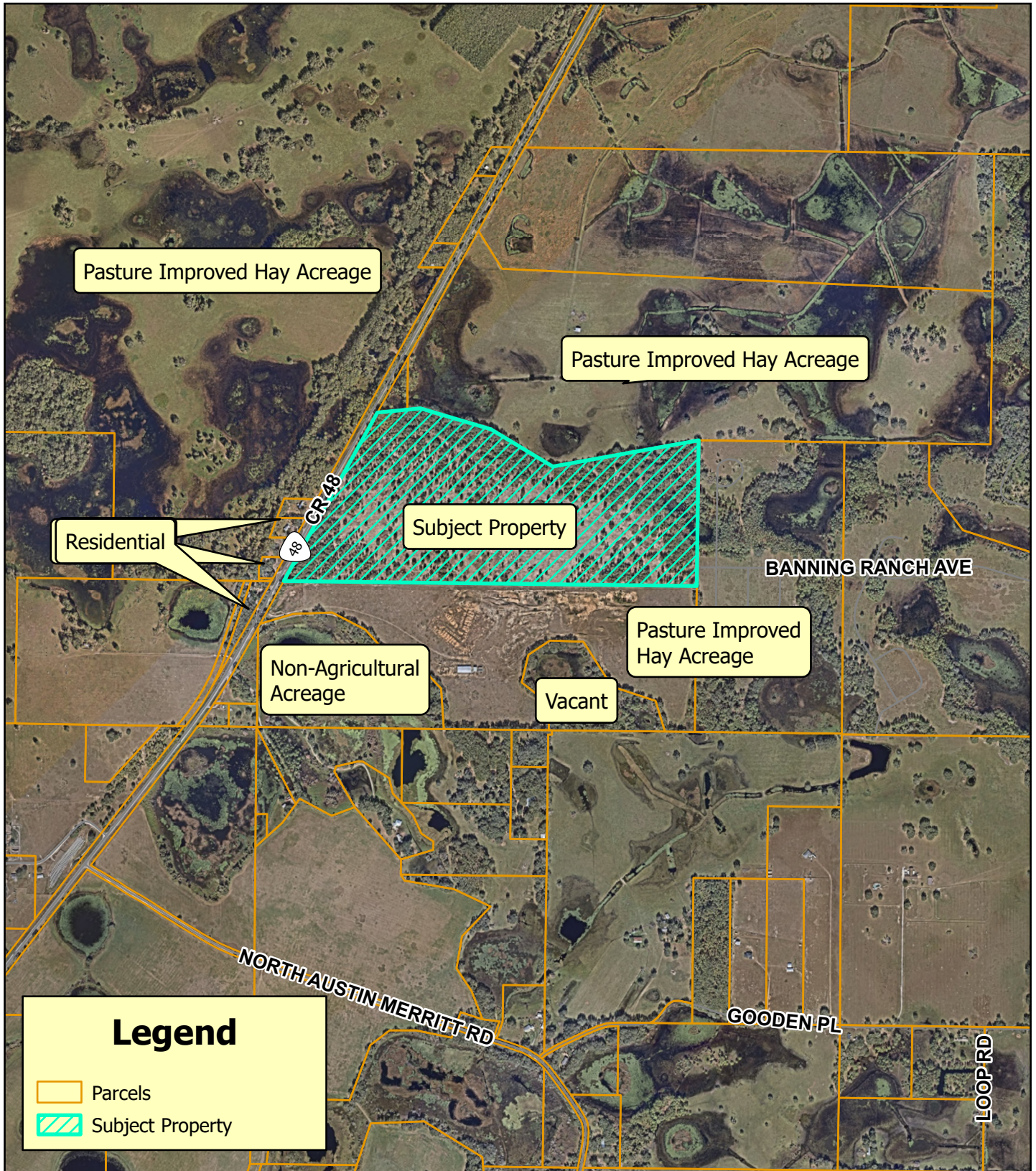
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& Zoning  
Division**



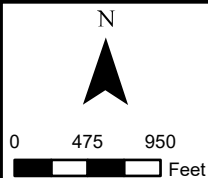
Banning 5  
PUD-25-1285  
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# Surrounding Land Uses



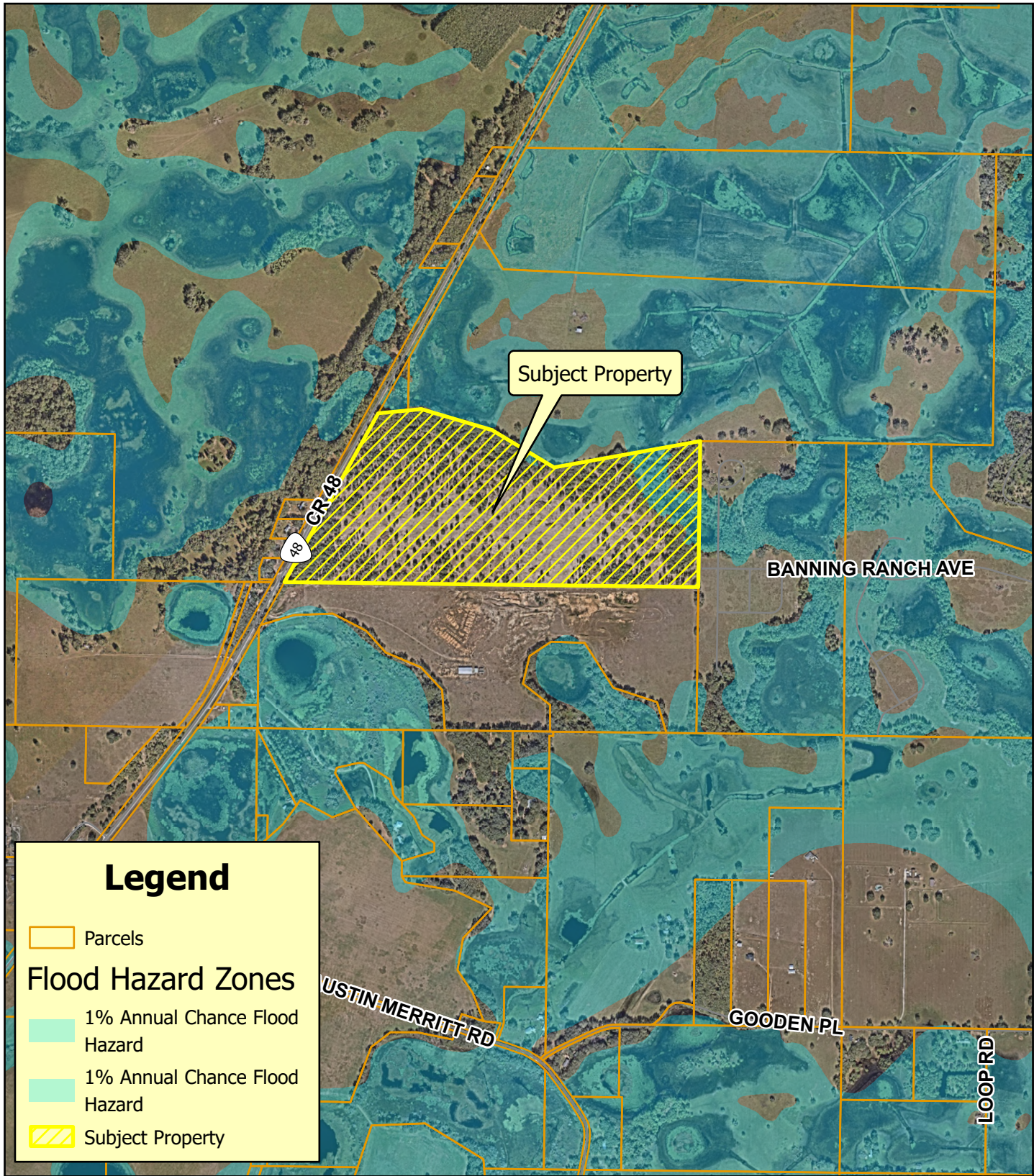
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& Zoning  
Division**



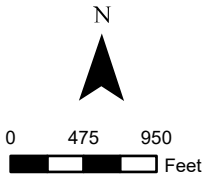
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PUD-25-1285  
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# Flood Zone



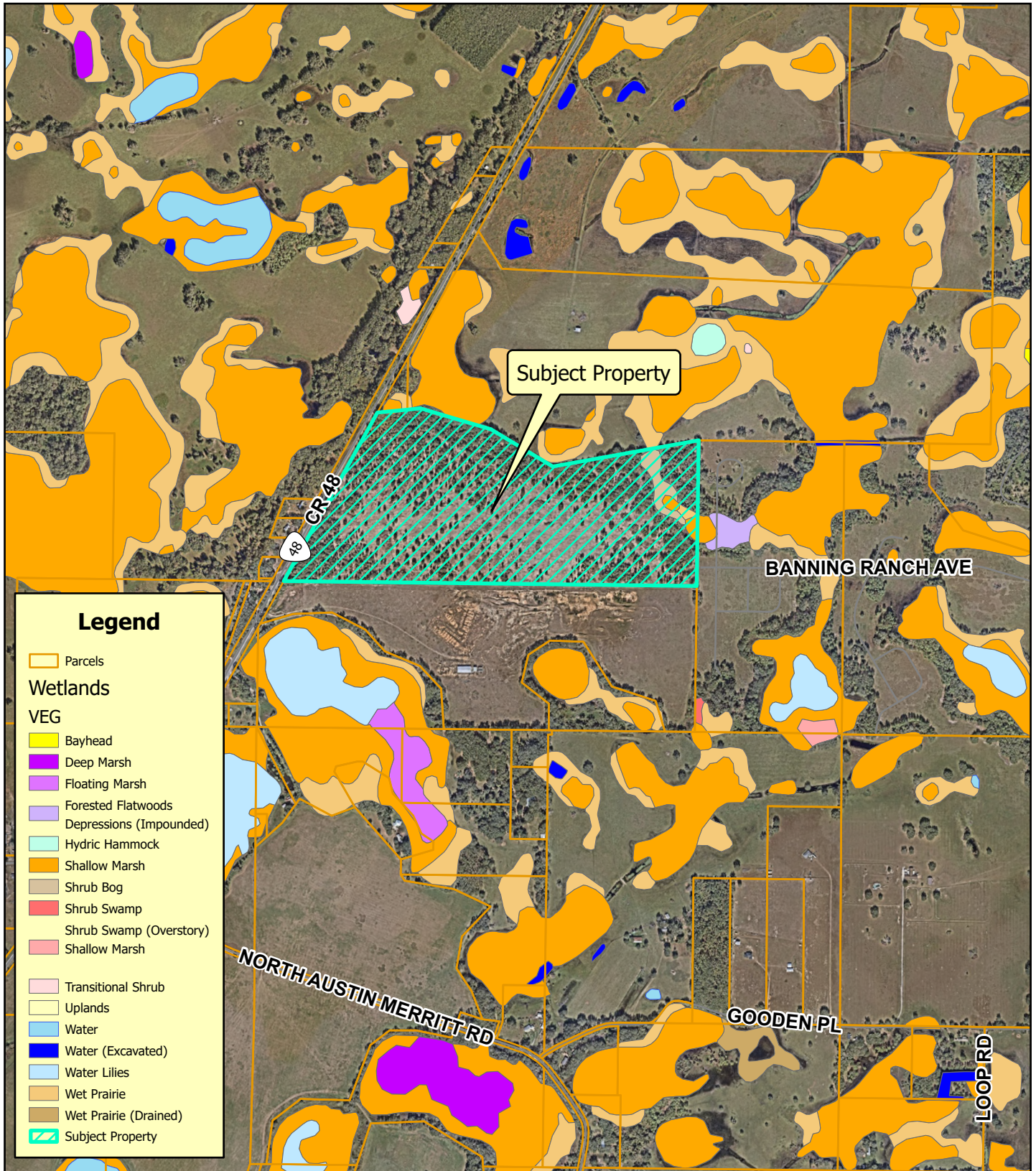
**Planning  
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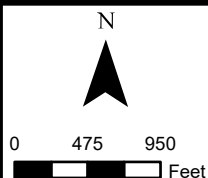
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# Wetlands



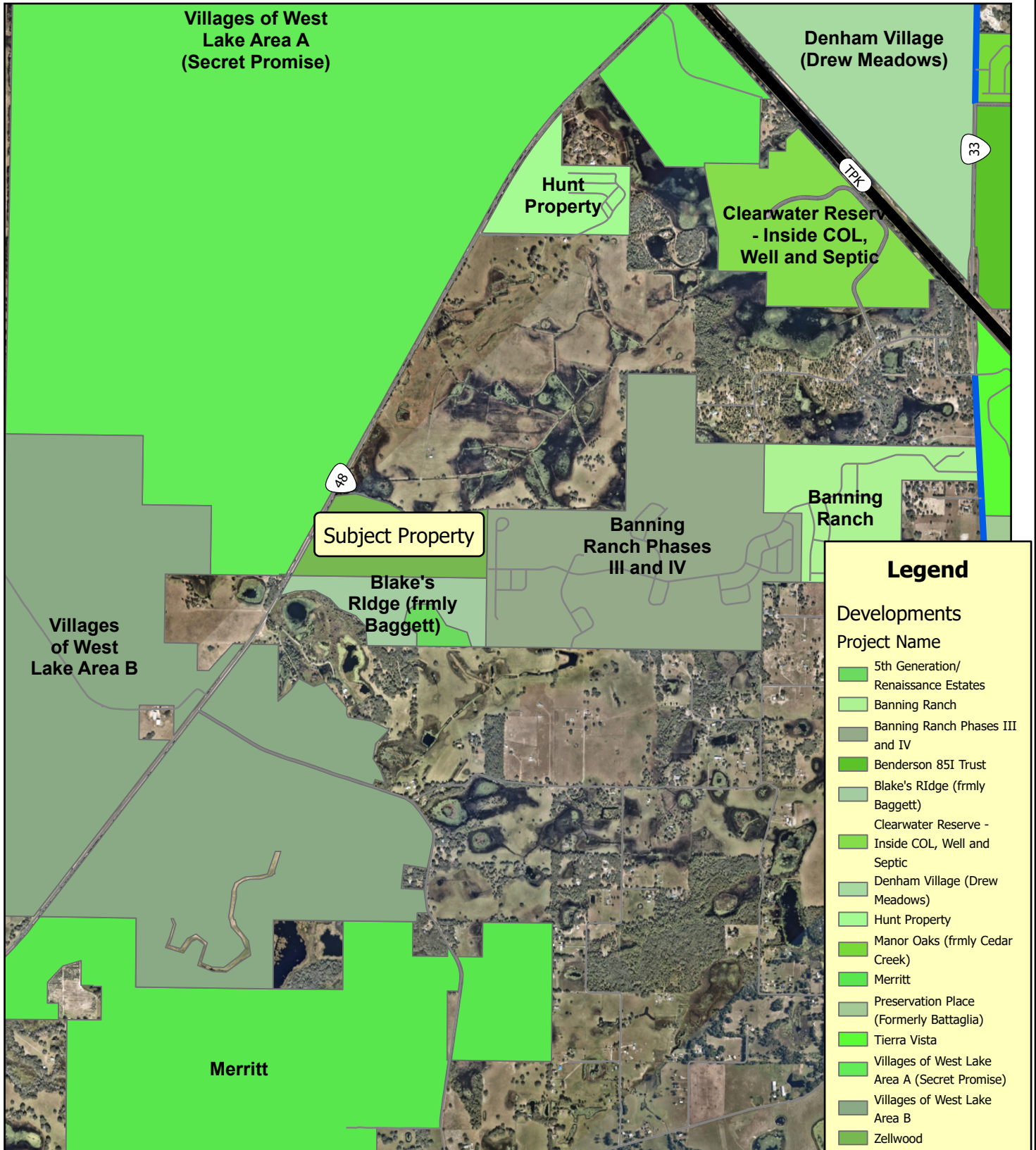
**Planning  
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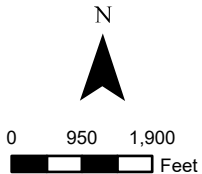
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# Developments

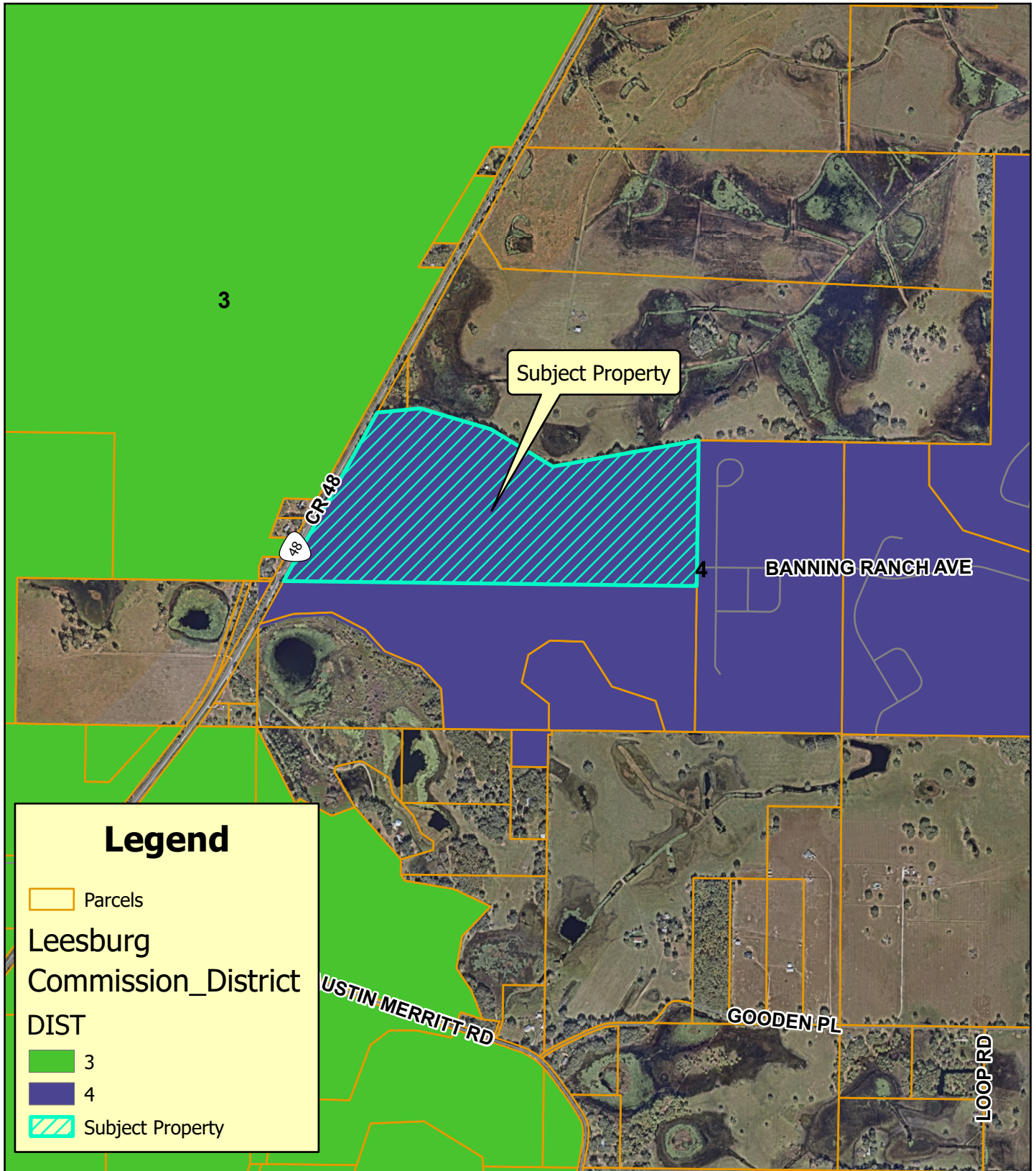


**Planning  
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Division**

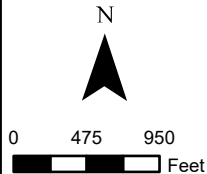


Banning 5  
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September 19, 2025

# Commission District



**Planning  
& Zoning  
Division**



Banning 5  
PUD-25-1285  
Alternate Key(s): 1035449  
Section 32 Township 20 South, Range 24 East  
September 19, 2025



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

**DATE:** October 23, 2025  
**OWNER:** TLC Banning Ranch, LLC  
**PETITIONER:** Hanover Land Company  
**PROJECT:** Banning 5  
**REQUEST:** Rezoning to City PUD (Planned Unit Development) to allow 294 single-family detached units, consisting of 241 50' lots and 53 60' lots.  
**CASE NO.:** PUD-25-1285

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

**POLICE**

No comments received as of 10/17/2025.

**FIRE**

No comments received as of 10/17/2025.

**ELECTRIC**

Leesburg Electric has no objections. This is outside of Leesburg Electric Service Territory – Steve Davis, 10/3/2025

**GAS**

Gas Department – No Comment – Wayne Williams, 10/6/2025

**GIS/ADDRESSING:**

GIS has no comments. – Nicholas Tota, 10/3/2025

**BUILDING**

No comments received as of 10/17/2025.

**PUBLIC WORKS**

Public Works has no issues with this request. – Cliff Kelsey, 10/3/2025.

**HOUSING & REDEVELOPMENT**

No comments received as of 10/17/2025.

**LAKE COUNTY PUBLIC WORKS**

No comments received as of 10/17/2025.



## **LAKE COUNTY SCHOOLS**

The original ordinance (08-29) for Banning Ranch phase 5 was approved in 2008, which is after the implementation of school concurrency.

Therefore, this phase is subject to school concurrency review. Please be aware that proportionate share mitigation may be required at time of review. – Helen LaValley, 10/3/2025

## **PUBLIC RESPONSES**

### **Approval**

### **Disapproval**

1

### **No comment**

### **Notice of Appearance filed:**

### **PUBLIC COMMENTS (APPROVAL)**

### **PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)**

### **PUBLIC COMMENTS (DISAPPROVAL)**

We are writing to formally express our opposition to rezoning application PUD-25-1285-Banning5. We own property that is within 200 ft. Of the proposed rezoning. The proposed rezoning will have negative impacts on our lives. Our concerns are our water supply as well as possible contamination, pollution, and the destruction of Florida's natural wildlife. Increased traffic is already evident on HWY48 and HWY33 adding a PUD with 294 single family detached units will make an already congested area worse. The loss of enjoyment of our property will be replaced by traffic, noise, and another standardized community instead of what is left of natural undeveloped beautiful land and wildlife that surrounds our area. We respectfully urge you to deny rezoning PUD-25-1285-Banning5. Thank you for your consideration of this crucial matter. Sincerely ,

Warren and Ann Merritt, 10/16/2025



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

**DATE:** October 23, 2025  
**OWNER:** TLC Banning Ranch, LLC  
**PETITIONER:** Hanover Land Company  
**PROJECT:** Banning 5  
**REQUEST:** Rezoning from City PUD (Planned Unit Development) to City PUD (Planned Unit Development).  
**CASE NO.:** PUD-25-1285

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**THE PLANNING & ZONING DEPARTMENT RECOMMENDS:**

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

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture); City PUD (Planned Unit Development); and ARD (Age Restricted Development).
2. The proposed zoning is compatible with the existing future land use designation of Neighborhood Mixed Use, and the current surrounding Future Land Use designations.
3. The site is compatible with existing City of Leesburg approved developments along County Road 48.
4. The proposed request does not appear to create a detriment to surrounding properties, as conditioned in the PUD document.

**Action Requested:**

1. Vote to approve the proposed rezoning from City PUD (Planned Unit Development) to City PUD (Planned Unit Development), and forward this recommendation to the City Commission for consideration.

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

**DATE:** October 23, 2025

**OWNER:** TLC Banning Ranch, LLC

**PETITIONER:** Hanover Land Company

**PROJECT:** Banning 5

**REQUEST:** Rezoning to City PUD (Planned Unit Development) to allow 294 single-family detached units, consisting of 241 50' lots and 53 60' lots.

**CASE NO.:** PUD-25-1285

**GENERAL LOCATION:** East of County Road 48 and North of North Austin Merritt Road.

**FUTURE LAND USE DESIGNATION:** City Neighborhood Mixed Use

**SURROUNDING FUTURE LAND USE DESIGNATION:**

North – Lake County Rural; City Age Restricted Development  
South – Lake County Rural; City Neighborhood Mixed Use; City Age Restricted Development  
East – Lake County Rural; City Estate Residential  
West – Lake County Rural; City Age Restricted Development

**PROPOSED FUTURE LAND USE DESIGNATION:** No FLU Change Proposed

**EXISTING ZONING DESIGNATION:** City PUD (Planned Unit Development)

**SURROUNDING ZONING DESIGNATIONS:**

North – Lake County A (Agriculture); City ARD (Age Restricted Development)  
South – Lake County A (Agriculture); City PUD (Planned Unit Development); City ARD (Age Restricted Development)  
East – City PUD (Planned Unit Development)  
West – Lake County A (Agriculture); City ARD (Age Restricted Development)

**PROPOSED ZONING DESIGNATION:** City PUD (Planned Unit Development)

**EXISTING LAND USE:** Agriculture/timber.

**SURROUNDING LAND USE:**

North – Pasture Improved Hay Acreage  
South – Pasture Improved Hay Acreage; Non-Agricultural Acreage; Vacant  
East – Pasture Improved Hay Acreage  
West – Pasture Improved Hay Acreage; Residential

**PROPOSED LAND USE:** 294 single-family detached units, consisting of 241 50' lots and 53 60' lots.