AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, FEBRUARY 14, 2022 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. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held January 24, 2022

B. PURCHASING ITEMS:

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

authorizing the Mayor and City Clerk to execute an annual requirements Piggyback Agreement with Advanced Pace Technologies, LLC, d/b/a Advanced Plumbing Technologies, LLC and APT Property Services, LLC for cured-in-place pipe lining & rehabilitation services; and providing an effective date.

2. **Resolution expressing the intent of the City of Leesburg, Florida to incur costs related to its Water and Sewer System; Expressing the intent for purposes of compliance with United States Treasury Regulation Section 1.150-2 to Reimburse with the Proceeds of Revenue Bonds the Capital Expenditures made with Respect to such project; providing for the Issuance by the City of Notes, Bonds, or other Obligations in one or more series of Aggregate Principal amount not exceeding $40,000,000 of which shall be applied to pay the cost of such project; and providing an effective date. (Phase II Wastewater Turnpike Expansion project)**

3. **Resolutions authorizing the execution of a professional services contract amendment and a construction services contract amendment for the Phase 2 expansion of the Turnpike Wastewater Treatement Facility.**

   a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to an existing Professional Services Agreement with DEWBERRY ENGINEERS, INC. d/b/a Dewberry | Hyrdo for professional engineering design services related to the Turnpike Wastewater Treatement Facility Phase 2 Expansion for an amount not to exceed $2,428,370.00; and providing an effective date.**

   b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Pre-Construction Services Agreement with Wharton-Smith, Inc. for Construction Manager at Risk (CMAR) Pre-Construction Services related to the City's Turnpike Wastewater Treatment Facility Phase 2 Expansion for an amount not to exceed $148,381.00; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Facade, Sign, and Landscape Grant program for projects located within the Major Corridors and Community Redevelopment Agency areas; and providing an effective date. (FSL 2022)**

2. **Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Home Improvement Grant program for projects**

located within the Major Corridors and Community Redevelopment Agency areas; and providing an effective date. (HIG 2022)

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at SunTrust Bank N.A.; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at TD Bank; and providing an effective date.

5. City Commission approval of the budget calendar for Fiscal Year 2022-23, which includes dates for Commission workshops.

6. Resolution of the City Commission of the City of Leesburg, Florida Authorizing a position modification within the Recreation Department at the Venetian Cove Marina; and providing an effective date.

7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a utility reimbursement (Upsizing) agreement with CR 44 Land Investments, LLC for construction of a Potable Water Main; and providing an effective date.

8. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners of $4,787.35 to purchase additional metal shelving units for the storage and display of library materials; and providing an effective date.

9. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Leesburg International Airport Disadvantaged Business Enterprise (DBE) Program, for fiscal years 2022-2024; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

A. SECOND READING OF ORDINANCES

1. An Ordinance of the City of Leesburg, Florida, amending the boundary lines of The Village Community Development District No. 14, Pursuant to Chapter 190, Florida Statutes; and providing an effective date.

(VILLAGES CDD 14)

B. FIRST READING OF ORDINANCES

1. **An Ordinance amending the City of Leesburg Code of Ordinances, Chapters 1, 7, and 10 with updates to the previously approved Ordinance No. 20-01 with the current versions of the Florida Building Codes, providing clarifications to the permitting process; and providing an effective date. (2020 Building Code Update)**

2. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 37.6 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located north of County Road 48 and west of South Quarters Road, as legally described in Sections 15, 21, and 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Windy Oaks PUD)**

3. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 41.69 +/- acres, and being generally located east of County Road 44 and north of Seng Road, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Hills at Leesburg AX)**

4. **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 41.69 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of County Road 44 and north of Seng Road as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg SSCP)**

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 41.69 +/- acres from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing**

an effective date. (Hills at Leesburg PUD)

6. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.95 +/- acres; and being generally located west of U.S. Highway 27 and east of County Road 33, lying in Section 11, 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. (Leesburg C-Store and Gas Station AX)**

7. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 3.95 +/- acres from Lake County Urban Medium Density to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and east of County Road 33 as legally described in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg C-Store and Gas Station SSCP)**

8. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.95 +/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County CP (Planned Commercial District) to C-3 (Highway Commercial) to allow for a gas station and convenience store for a property generally located west of U.S. Highway 27 and east of County Road 33 as legally described in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg C-Store and Gas Station RZ)**

9. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33.25 +/- acres; and being generally located south of Poe Street and east of Radio Road, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Troon Creek Preserve AX)**

10. **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 33.25 +/- acres from Lake**

County Urban Low Density to City of Leesburg Estate Residential, for a property generally located south of Poe Street and east of Radio Road as legally described in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Troon Creek Preserve SSCP)

11. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33.25 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a single family residential subdivision for a property generally located south of Poe Street and east of Radio Road, as legally described in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Troon Creek Preserve PUD)**

12. **An Ordinance of the City of Leesburg, Florida, amending Section 25-330, Code of Ordinances, to allow six-foot fences in side yards, subject to application of the 25-foot clear site triangle; and providing an effective date. (Fence Height on Corner Lots)**

13. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.00 +/- acres; and being generally located north of West Main Street and west of CR-468, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Blackton AX).**

14. **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 1.00 +/- acres from Lake County to City of Leesburg General Commercial, for a property generally located north of West Main Street and west of CR-468 as legally described in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blackton SSCP)**

15. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.00 +/- acres from Lake County R-6 (Urban Residential District) to City of Leesburg C-3 (Highway Commercial) to allow for commercial development for a property generally north of West Main Street and west of CR-468, as legally described in Section 28, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blackton RZ)**

16. **An Ordinance of the City of Leesburg, Florida, adding a Planned Development Overlay to the existing M-1 (Industrial) zoning to allow educational facilities and to request a waiver from Section 25-282(A)(1) PDO Five Acre Minimum Requirement for a property located south of Dr. Martin Luther King, Jr. Boulevard and on the east side of Thomas Avenue, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Inspire Learning Academy PDO)**

17. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 71 +/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 06, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Lakeco AX).**

18. **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 71 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco LGCP)**

19. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 71 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for single-family residential development for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco PUD)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the American Rescue Plan - Civic Funding Grant program; and providing an effective date.**

2. **Review Request for Proposal of City Attorney**

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
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 24, 2022 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 24, 2022, at the Venetian Center. Mayor Pederson called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner John Christian
Commissioner Jay Connell
Commissioner Dan Robuck
Mayor Mike Pederson

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Loren Vasquez, the news media, and others.

INVOCATION

Commissioner Christian 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:

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Lay Brother, Steven Gerard, stated he was happy to be back in his wonderful vacation area. He handed out information fliers to everyone regarding the progress of the life peace zone in his hometown city of Loraine, Ohio. Loraine, Ohio, decided to move in the direction of becoming a Chartered City and he learned how fifteen commissioners came together to design a new city charter. In the handout provided was a proposed Leesburg Charter preamble covenant language for the Commission's review, which included personhood in the charter language. Personhood in the charter preserves fatherhood, motherhood, and childhood. There are walk for life parades throughout the country and he recently walked in the Tampa Bay/St. Petersburg walk for life parade. He thanked the commission for the opportunity to speak.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.C.2 = Lease Amendment with Lake County for the purpose of extending the term on the Lake County Sheriff's Aviation Unit Hangar;
5.C.3 = Lease Agreement with Import Sales of Lake County, d.b.a. Bill Bryan Subaru; and
5.C.12 = Interlocal Agreement for Use of Lake County Regional Opioid Settlement Funds with Lake County

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.2, 5.C.3 and 5.C.12, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
CommissionerRobuck	Yes
Commissioner Burry	Yes
Commissioner Christian	Yes
Mayor Pederson	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. Joint Workshop between Leesburg City Commission and the Lake County Board of County Commissioners held December 30, 2021

2. Organizational Meeting held January 3, 2022

3. Regular meeting held January 10, 2022

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Firehouse Subs Public Safety Grant, for an amount not to exceed $25,000, for the purchase of Personal Protective Equipment (PPE); and providing an effective date.

ADOPTED RESOLUTION 11,011

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Release of the Automatic Statutory Reservation of Petroleum and Mineral Rights under §270.11(1), FLA. STAT. (2018) on property lying in Section 16, Township 19 South, Range 24 East, Lake County, Florida, as described in this Resolution; and providing an effective date.

ADOPTED RESOLUTION 11,012

5. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Solid Waste, Airport, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2020-21; and providing an effective date.

ADOPTED RESOLUTION 11,013

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and CR 44 Land Investments, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Robuck Ostrander Phase I; and providing an effective date.**

ADOPTED RESOLUTION 11,014

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Lennar Homes, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to Phase 2 of the development referred to as Liberty Preserve; and providing an effective date.**

ADOPTED RESOLUTION 11,015

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing Robert "Bob" Thilmony as the City of Leesburg Designated Representative on the Florida Gas Utility Board of Directors, and James "Jim" Williams as Alternate; and providing an effective date.**

ADOPTED RESOLUTION 11,016

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to accept the Edward Byrne Grant (JAG County-Wide) FY 2020 from the Florida Department of Law Enforcement (FDLE) for $8,170.00 to defray costs associated with the purchase of department equipment; and providing an effective date.**

ADOPTED RESOLUTION 11,017

10. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Carver Heights CRA, Capital Projects, Gas, Airport, Discretionary Sales Tax, Building Permits, Police Forfeiture and Fleet Services Funds for the First Quarter; and providing an effective date.

ADOPTED RESOLUTION 11,018

11. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the engagement of the Moyle Law Firm to Act as Interim City Attorney on Utility Issues; and providing an effective date.

ADOPTED RESOLUTION 11,019

2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Amendment, between the City of Leesburg and Lake County, Florida, for the purpose of extending the term on the Lake County Sheriff's Aviation Unit Hangar; and providing an effective date.

DENIED RESOLUTION 11,020

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck stated he pulled this based on the airport board's comments, which he agrees with. Right now, we only have a ground lease with the sheriff's department. We have had that lease for twenty-four years and that building does not belong to us. The airport board suggested that we get a market

appraisal done and give the sheriff's department a twenty-five percent discount based on that appraisal, which is more than fair. We do want to be a good partner, but at the same time, it is not fair for the city to completely subsidize the rest of the county. When the sheriff's office provides services here during Bikefest, we compensate them at a fair market rate. So, we can show that we are a good partner in making sure that we are performing our fiduciary duties as commissioners to the county and to the airport board.

Commissioner Connell agreed with Commissioner Robuck's comments. **Commissioner Christian** wanted to verify if the city owned the building. **CM Minner** remarked that the lease expires next summer in 2023. This is a typical lease where, at the end of the lease, the assets become the city's. It was the city staff's recommendation that we work with the county out of the spirit of cooperation. It is a benefit to the sheriff's department that they park their helicopter in the hangar. They would probably use this facility or Umatilla. Those would be the only two he could think of where they would be able to park. He was unsure of the history of the sheriff's aviation program prior to them parking the helicopter at the airport. In any case, the story is that the county paid about twenty-five hundred dollars to relocate a hangar that was in this spot. Then they decided to deconstruct the hangar that they were in and build a new one. The current hangar is about seventy-five hundred square feet. He estimated the market rate to be between thirty and sixty grand. So, if we give that a corporate rate, it would be in the neighborhood of five dollars and thirty cents, or three-thirty a square foot. Our charge rate would be about five hundred and thirty dollars for about eighteen hundred square feet. That math is about three and a quarter, so three and a quarter times, the square footage of the hangar space for the sheriffs office you would be sitting on a lease of around thirty grand. The city staff is asking for sixteen cents in lieu of eleven cents, which is what they are paying under the current lease and that totals out to be about ten thousand dollars a year. It would be a difference of around twenty-five grand. He understands the airport board's response and the commissioners' response. There is some intergovernmental cooperation going on here. At the end of the day, if the commission chooses to go back and redo the agreement and give another offer to the sheriff's office, we can do that. As a note, if we do nothing this evening, they will still have a year left on their current lease. **Commissioner Christian** wanted to confirm if after next year we become the owners of the building or if we are the owners of the building now? That when the lease is over we would be taking ownership of the building. **CM Minner** replied we would own the building pursuant to the lease next summer. That is when there would be no question about ownership. Let the lease expire and then they have to leave the premises and then the asset becomes the city's. **Commissioner Christian** pointed out that the only reason he is belaboring this point and it has nothing to do with the sheriff's office, but we have had several other leases come before the commission asking for five or ten years more years when their thirty year lease was about to expire and the building was supposed to revert back to the city. A year before the lease is up, the owner comes to the city and asks for more years and the commissioner gives in. We give them more years and we never gain that ownership, which for him is a major problem. When we have an agreement and the thirty years are up, that tenant is paying low rent and in the twenty-ninth year they come in and say give me ten or fifteen more years and we do it. It has nothing to do against the sheriff's office or any other lease that comes in. The city should take that ownership and not be making side deals. **CM Minner** replied that it is a ten-year lease and staff's perspective on that was that it is another governmental agency. We help keep the sheriffs' costs low to provide that service. All fourteen cities in the county benefit from having that helicopter there. It helps Chief Hicks get service when he needs the helicopter and we do not have to wait. **Commissioner Christian** said he had no problem with the price. His issue with this is that if we do this tonight and go another ten years, the city will not be taking ownership for another ten years. **CM Minner** responded that would be correct. That is how it is written. **Mayor Pederson** wanted to verify if the city would be taking ownership in ten years. **Commissioner Christian** responded that we cannot take ownership until the lease expires. If we extend the lease for another ten years, instead of taking ownership next year, we would have to wait another ten years. **Mayor Pederson** thanked him for the clarification. He struggled with this one, so he spoke with some of the airport advisory board members. He greatly appreciates the sheriffs being there. The airport

advisory board members talked about treating everyone equally, and he was starting to come around to that. However, this is a government agency and he likes having them there so he could support it for another ten years. **Commissioner Christian** said, in this case, we have people who say in the year two thousand and eighteen the city will take ownership. We have had years of discussion, appraisals and debates on ownership. In year twenty-nine of their thirty-year lease, the owner will come to the city and say give me thirty more years on my lease and we sign thirty more. So, instead of only having one more year and allowing the city to take ownership, as in this case, next year, we will take ownership of this facility. If we wait and go ten years from now, none of us will be here, because we will all have termed out. New commissioners would then come to struggle with not just this building but with any building where we extended the leases and do not take ownership. When we take ownership, we would still tell the occupants they could pay rent. We have just become the owner of the building as opposed to the person that gets the lease. He has no problem with the sheriff's department being there and he has no problem with the price recommended, he just thinks that the city should take ownership of the building and continue to lease the building to the sheriff's department at whatever rate we decide. **Commissioner Robuck** added the city has done that in the past but we stopped doing that. When Commissioner Hurley was elected to the commission, he was the one who really pushed for the extensions to be at market rate. Since he has been on the commission, even if we have not taken ownership, we have forced the leaser to go to a market rate per square foot. **CM Minner** stated that since he has been the city manager, we have forced leases to come up to market rate except for the sheriff's proposal which is before you. **Commissioner Robuck** stated the percentage is appropriate, but asking the commission to completely subsidize all thirteen cities, that is where he has the issue, because that burden should be shared. We get a little bit of a benefit from it being here, but it is too much. We also need to understand that the airport board and the airport are their own fund. These funds go to the airport for use in improving the airport, which the sheriff's office certainly benefits from all that repaving and everything that goes on there that has to be funded from airport revenue, which they are currently not contributing to.

Commissioner Robuck made a motion to amend the resolution to include having city staff do an appraisal and negotiate with the sheriff's office on a twenty-five percent discounted rate to whatever the market rate is, and Commissioner Connell seconded the motion.

Commissioner Connell wanted to expand on that because each commissioner has an appointee to the airport advisory board and they should take their recommendation into consideration. If we do not trust their opinions, then we should not appoint who we want to appoint to that board. We need to take their recommendation into consideration. He agrees that we should give them a discount and the advisory board came up with an appropriate solution at twenty-five percent and that is good for a governmental agency. He agrees with Commissioner Robuck that we should not be supplementing the rest of the cities in Lake County. The City of Leesburg should not be eating the costs. This is an appropriate motion and a great recommendation from the advisory board.
Mayor Pederson wondered if the commission would consider a fifty percent discount and meet in the middle. **Commissioner Connell** stated he would not go that high. **Commissioner Robuck** said he did not know their exact budget and wondered if the city manager might know what the sheriff's budget was for the year? **CM Minner** replied that he did not know what the sheriff's budget was. **Commissioner Robuck** said the idea of thirty grand is not going to kill them or seventy-five percent of thirty grand. We have to keep the number in perspective that we are talking about and we are not asking for millions of dollars. **Commissioner Christian** remarked he was baffled by the fact that a year was not going to get us to a place of taking ownership. **Commissioner Robuck** pointed out that for him, if they are not going to pay market rent, then the city needs to take ownership. If they are paying market rent, then he does not care. **Commissioner Christian** agreed. He sees where he is coming from, from that standpoint. **Commissioner Connell** wanted to clarify that when the lease comes due in June 2023, the rate would kick in and the city would take ownership as stated under the current contract, until the next lease comes

due next June. **CM Minner** answered that he is unclear about the ownership portion of this. To answer the question, the current lease ends in 2023. Should the commission do nothing, the asset becomes the city's and then to charge what we think is fair market value. Now, with the fair market, instead of it just being a land lease, it will become a building and a land lease. Typically, it is around three to four dollars a square foot. That is significant versus sixteen cents, which is the current discussion. The current proposal increases their rent from eleven cents a square foot to sixteen cents a square foot. It would go into effective next summer and be for ten years. At the end of that lease, the city would be able to talk about a fair market value and ownership of the building. This lease would give them a significant discount, it keeps the maintenance and those types of things in their court. It would keep the city from having control of the market value of that building. Approving this lease would give away the city's right to capture market value at the end of the current lease. The intent of city staff was to give the sheriff's office a cut and a break. **Mayor Pederson** stated Commissioner Robuck's proposal is to have that building valued between now and June of 2023 and discounted at twenty-five percent. **Commissioner Robuck** responded that he does not think we need to wait until June of 2023. He would be happy to go ahead and do it now.

CM Minner stated the county might say okay we will stick with our great lease until 2023. They came to the city early and we tried to help them out. If the answer back to them is no, they should be treated like everyone else. They will take that answer and either accept the early deal or take no deal and go somewhere else. At this point, he recommended killing the amendment on the floor and not doing anything. If the direction and consent of the commission is to go back and negotiate terms for a new lease and for them to continue serving out the remainder of the lease, that is the message he will send.

Commissioner Robuck withdrew his amendment to the motion because they would not approve it a year early. The direction would be for staff to go back and renegotiate and talk numbers. **CM Minner** pointed out for clarification that Commissioner Robuck withdrew his amendment and the original motion is on the floor. It looks like directions have been given for staff to go back and negotiate with the county.

The roll call vote was:

Commissioner Robuck	No
Commissioner Burry	No
Commissioner Christian	No
Commissioner Connell	No
Mayor Pederson	No

No yeas, five nays, the Commission denied the resolution.

3. Resolution of the City Commission, of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement, between the City of Leesburg and Import Sales of Lake County, d.b.a. Bill Bryan Subaru; and providing an effective date.

ADOPTED RESOLUTION 11,021

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Robuck stated he brought this one up for the same reason. He agrees with the airport board on this one too. He went back and pulled the original lease. The original lease was with Johnson Motors back in 2004 and Bill Bryan bought it from them. In 2006, Bill Bryan approached the city about doing a buildout project that was going to be about two-million dollars. At that time, the city offered to give them half of their months' rent back in the form of a buildout allowance for fifty-four months. The figures he came up with were about two hundred and ninety thousand dollars. In terms of the roof, to him, unless he is missing something that should have been dealt with at that time of the buildout. We already gave them credit for that buildout, so that would make that an empty point. Then, to go further on the incentives we have done, in 2010 they came to the city and said they were in a recession and asked for help. The city gave them a reduced rent rate between 2010 and 2017, which again, by his rough calculations, was an additional four hundred and forty thousand dollars over that time period. Based on where we are today, if that had not happened, we would not have missed out on some CPI years there. All that being said, they are good tenants and he would like to keep them here. He knows they spent money on the roof and he does not have a problem with them coming to the city saying they spent money on the building and that their lease is going to expire in 2026 and that they need a few more years to make those types of decisions. Other than extending the term at market rent, he cannot support anymore discounts.

CM Minner made it a point of discussion and before the commission made amendments to the motion, Commissioner Robuck's points are correct. The city staff's perspectives are that we think this is a lease at market rate and it solves the issue of the roof. From his perspective, this is what happened. During the summer, Subaru came to the city and said they needed fifty-five thousand dollars and the city asked why. They responded because they fixed the roof; it was leaking. The city asked when the roof was fixed? They responded about two years ago. The city inquired why they did not provide a bill then. They said they were busy working on other improvements. They also stated that they have put about one-point five million dollars into that facility since they have had it. Long story short, they went back and forth trying to figure out who was responsible for the roof repairs. The city's position was it was not ours and Subaru said it was the city's because the lease says we would provide a watertight facility, and there lays the problem. The first issue is, we have an old lease with Subaru. Many of the leases have holes in them and we have been having discussions about when they are renewed, about the rates becoming more favorable to the city. Part of Subaru's issue was that they are part of one of the old leases that has not gone away and it has amendment, upon amendment, upon amendment. When we were working on this before, Fred Morrison, before he passed, was of the opinion and direction that this was a horrible lease and that it needed to be rewritten so that these issues could be cleared up. There have been all sorts of amendments and language changes that complicate the issue that we are now arguing over, which is who is responsible for the fifty-five thousand dollars to pay for the leak in the roof. The city took advice from Fred Morrison. We sat down with Subaru and asked if they wanted to purchase the facility. Instead of arguing about who fixed the roof, we said how about we just sell the building to you at whatever the fair market value is on the facility and discount it for the roof repair. The answer we got from that meeting was go ahead and see what fair market value was. That was in August. Come September or October, we received the appraisal back and it was two-point seven million dollars. The city offered two point seven million minus fifty grand. Subaru rejected that offer as quickly as it came out. They offered one-point five million in return and the city said no. That left them with a one million dollar impasse that neither party was going to bridge in that meeting. Moving on to phase two, redoing the lease. We could continue at the current rate, which is about twelve thousand dollars a month, which makes this a six-figure lease annually. That is pretty close to the market rate. To make up and fix all the wrongs of the past, the city is proposing a five-year lease at the current rate. We get to fix the lease, get it up to speed, get the ambiguity out, and then all the ownership falls to Subaru for the facility. They would be responsible for

fixing them and in the end the city gets everything, which is what is before the commission. If the commission approves this lease, they maintain the current rate at twelve thousand dollars a month for the next five years. Then the CPI goes up every five years thereafter. If you add that up over the twenty-year term, it is two-point eight million dollars of revenue to the city. That is two point eight million dollars versus the appraisal at two point seven, so that is pretty close to the market rate. Now, back to Commissioner Robuck's perspective of back in the day. We suspended them and the actual amount that was discussed was about seven hundred and fifty thousand dollars of discounts that they received. Therefore, go make a new lease. Now, with that information and the reaction from the airport advisory board, he thinks this is pretty close to the market and the existing lease ends in 2026. This may be another one, where if the commission does not like the deal before them that came from city staff to address the issue of the roof, then the appropriate thing to do is nothing. Lets see where the next three years go. If this is turned down and nothing is done, we will revert to the existing lease and let that serve out. Subaru will get the message that we are not fixing the roof, and at the end of the term we will be asking for different numbers. **Commissioner Robuck** stated that without doing a study we would not know what the market rate is. If we just took the twelve thousand dollars they are paying now at the beginning of the lease in 2006 and just put CPI on it every year, it would be fifteen thousand dollars, so you could argue that they are already getting a bit of a deal. If we go with a new lease, that might change. For him, he does not want to see another lease from anyone that does not have CPI at least every other year, because this five-year thing has him fired up. **Mayor Pederson** said he did not like going out for twenty years, because who knows if we need the airport for growth reasons? He would go ten years, with a five and five. He agrees with Commissioner Robuck that all commercial leases today are indexed annually. He may go two years and then start indexing, but they need some sort of CPI index annually. **Commissioner Christian** mentioned that this building must have been in bad shape when they acquired it, but we need to make sure we get as much as we can at the market rate. He does not want to push someone out of the airport, but he thinks we have been pretty good with this dealership. He knows the building was not the best when they acquired it and they put over a million dollars into it, but the city has been pretty fair to them throughout the years and we would continue to be in years to come. He does not know why they would think we would not be fair with them moving forward. Maybe a new lease would give the city better language so we would know what an airtight/watertight building is, so we are not debating about who fixes the roof at fifty thousand dollars on a two-point seven million dollar building. He has experienced this himself when he did appraisals. You pay for an appraisal and then the person looks at it like it is not worth anything, yet we just handed someone two to three thousand dollars to do that appraisal. You have to do the appraisal and you have to accept it. The city just paid a couple thousand dollars for the appraisal, so for him that is not very good business practice from Subaru when negotiating with the city. We are trying to be fair and it is hard for us to be fair when you do not accept the appraisal. He hopes we can get as much as we can on a monthly basis because we have been fair to Subaru**.**

Commissioner Connell asked if Mr. Reisman from the airport advisory board could provide a brief summary of the advisory board's opinion. **Alan Reisman**, Airport Advisory Board chairman, stated that, per their current lease, it does not expire until 2026. They also have a five-year renewal on that, so technically, they could go out until 2031. If the commission were to approve the new lease, that lease would push them out until 2041. If that lease were to be approved they are asking for the current rate to stay for the next five years to recoup the cost of the roof. The board's opinion was to deny this and keep it as is. **CM Minner** said the advantage is that we have a good lease written in our favor. We have it in five year increments at the same rate and we are locked into fixing the lease. Plus, we would be putting the roof problem to bed and we would be getting a little more money. If we do not do the deal, we have to finish off the term, which is 2026, and then they get an automatic renewal that brings them to 2031. You really are not renegotiating with them until 2031 at the current terms. If you do not make this deal tonight, we will just stick with the bad lease until 2031. **Commissioner Robuck** mentioned that with the CPI we are currently getting that every year or every other year, on the current lease. So we are already

getting a better deal than what they are proposing. **Airport Manager (AM Dean) Tracey Dean,** stated the new lease is every other year and not five years. The renewal options are five year increments with the CPI being bi-annual. **Commissioner Robuck** wanted to clarify that it was not in the first five years. **AM Dean** agreed, it would be after the first five years. **Commissioner Robuck** asked in the current contract if the CPI was every year or every other year. **AM Dean** stated that it was every year. **Mayor Pederson** mentioned that the current lease was better from that standpoint. **Commissioner Burry** agreed that one is better for the city. **Mayor Pederson** apologized and said his confusion was that he thought it expired in 2026. He missed the five-year extension option. **CM MInner** remarked that the current lease is better assuming that we do not get caught up in litigation over the roof. **Commissioner Burry** asked about the increase in CPI. How long would it take for us to pay off fifty thousand dollars if we had to pay for the whole roof? **CM Minner** said that was the whole reason for no increase in the first five years. **Commissioner Robuck** pointed out that there would be four-point eight percent this year at one hundred and thirty grand. **Commissioner Christian** stated if we went with a new lease and just input the CPI biannually like it is now, because we do not have to accept every five years with no increment. We could make a proposal for the new lease and do the CPI on the new lease and not give them the five years at no cost or raise of rent. **Mayor Pederson** stated a new lease should benefit both parties, it needs to benefit the city and the dealership. He thought the current lease expired in May of 2026. He would still do the ten-year deal with the CPI indexed to get the new lease, which benefits both parties. **Commissioner Christian** asked the city manager if he thought they would accept the CPI in the first five years. **CM Minner** replied he did not know. Maybe if they say no to what is before them, their negotiation strategy would change. **Commissioner Christian** wanted to clarify the condition of the building and there have been one-point two million dollars of improvements over the years. Now, they want a new lease which would give them fifteen years? **CM Minner** stated the new lease would be five years with three renewal options for a total of twenty years. **Mr. Reisman** mentioned that he was not sure if that was added in to the cost, but the airport just repaved that whole parking lot. That was paid for in full by the airport. **Mayor Pederson** wanted to make sure in the new lease that Subaru would be entirely responsible going forward. **Mr. Reisman** replied that in the new lease everything moving forward would be on them. **Commissioner Robuck** said they have been a good tenant in terms of investing out there because he does not have a problem giving them twenty years, which is really an extra ten years. They currently have ten more as long as we get our annual CPI and we fix the language, they get the extra ten years. **Mayor Pederson** wanted to make sure that the airport did not think we would need the land in the next twenty years. **Mr. Reisman** responded that it would be hard to do anything aviation related unless it was an aviation business that did not need airside support. If they approved the new lease and the CPI, what would they do about the roof reimbursement that they are asking for? **Mayor Pederson** replied he would not support that. **Commissioner Robuck** agreed that they should eat the cost of the roof. They already spent that money a couple of years ago. **Mayor Pederson** added that it was pretty fair trade for the discounts they received during the recession. **Commissioner Robuck** added that at the end of the day they could just walk away. However, Jenkins just paid the city a large amount of money for raw land. **CM Minner** stated they paid two-point two million dollars for seven to eight acres of land. **Commissioner Robuck** stated there would be no shortage of buyers for that place. **Commissioner Christian** pointed out that if the city manager is not comfortable amending this with the CPI, then his support disappears. He would have to go back and renegotiate and bring back a new lease with the CPI indexed. **Commissioner Robuck** asked if he would prefer to start from scratch or have the commission amend the motion. **CM Minner** wanted to clarify if they were amending it to a ten-year lease? **Commissioner Robuck** replied that they would amend it so it would stay twenty-years, but the CPI would be every year along with Subaru accepting responsibility for the roof. **Mayor Pederson** said the new lease provides that they are completely responsible for the building. **CM Minner** questioned if it would be a twenty-year lease? **Commissioner Robuck** said the lease would give them until 2041. **CM Minner** wanted to confirm that the new lease as they wrote would still fix the old stuff and the term would be ten years, with two five-year renewals, with annual CPI increases. He also wanted to confirm

that they would be paying the same as this year to start the new lease. **Commissioner Robuck** said yes, but it would go up by CPI every year. **CM Minner** said if they want to amend that and approve it, he would take it to them and see what their thoughts are. **Mayor Pederson** thought the request was for five years with three five-year options. That was their request. **Commissioner Robuck** apologized and said five years with three five-year options, that was a good point. He thanked the mayor for pointing that out. It would be five years with three five-year options. **CM Minner** stated if they are amending it that way and if it is approved, he would take it to Subaru to see if they would sign it.

Commissioner Robuck made a motion to amend the CPI increase to every year, and that they accept responsibility for the prior repairs done, and that they cannot come back to the city for those. All other language stays the same and Commissioner Christian seconded the motion.

Commissioner Connell asked about the proposal that is on the table and any future repairs. Would that be one hundred percent on them? **Mayor Pederson** stated that is how it would be written in the new lease. **Commissioner Connell** wanted to make sure they could not come back to the city and say they wanted us to fix their HVAC system. **Mayor Pederson** replied that his understanding is that the new lease will have everything in it. **CM Minner** stated that the new lease changes the language issues, so if their HVAC blows up they would be responsible for fixing it. **Commissioner Connell** asked if we would have any out of pocket expenses at all over the next twenty years or if we would have to make any improvements to this building? Also, he wanted to verify that the starting rent was twelve thousand dollars a month. **CM Minner** said yes and then it would go up annually by the CPI. **Commissioner Connell** questioned if the total term of the lease would be twenty years? **Mayor Pederson** said they would have a twenty-year lease. It would be a five-year lease with three options to extend five-years. **Commissioner Connel**l stated that he understands that they have until 2026 with a five-year option, so that puts it at 2031. Would we be adding ten years to that? **Mayor Pederson** replied his understanding is that we would be redoing a whole new lease today. That would be a five-year lease with three five-year renewal options. **Commissioner Connell** asked if the existing lease would completely go away? **CM Minner** stated yes and the new lease would potentially take them to 2042.

The roll call vote on the Amendment was:

Commissioner Burry	Yes
Commissioner Christian	Yes
Commissioner Connell	Yes
Commissioner Robuck	Yes
Mayor Pederson	Yes

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

The roll call vote as amended was:

Commissioner Christian	Yes
Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Mayor Pederson	Yes

Five yeas, no nays, the Commission approved the resolution as amended.

12. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to enter into an Interlocal Agreement for Use of Lake County Regional Opioid Settlement

Funds with Lake County, a political subdivision of the State of Florida; and providing an effective date.

ADOPTED RESOLUTION 11,022

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell asked if the city manager could provide an overview. **CM Minner** stated back in the summer it was either through the State or through the Attorney Generals Office, but there was about twenty-six billion dollars awarded to counties and cities for opioid abuse where, essentially, manufacturers of opioids have to pay into this class action suit. The take that Leesburg actually gets from that class action suit, if we accept the settlement perimeters, is about thirty grand a year. The bottomline is, we cannot do a whole lot with thirty grand. The money is supposed to be spent on a drug court. The drug court is another way to address drug use, education, and treatment. It is those types of issues that help curb drug use. While this lawsuit was going on over the summer, different cities from around Lake County were facing the same issue and if everyone accepted the settlement from the class action suit, everyone would get a certain amount of money, but every city individually would not be enough. It really would not serve a purpose for drug addiction, education, and treatment, those types of things. Lake County wide is due to receive about eight million dollars over the same term that we are, so that is about a million dollars a year over the next few years. So, that then becomes enough money to hire folks to administer a drug court and it would benefit from what the class action suit was intended to do. He believes Mark Johnson from Minneola had a little bit to do with brainstorming the concept and for getting everyone to buy into it. The county has accepted responsibility for running and managing the court. They drafted the interlocal agreement that is before you, which basically says that the City of Leesburg will accept our class action opioid money. We will then give it to the county for the county to run a drug court with all the other municipalities that signed on. The City of Leesburg really suggested that this is a good use of the funds and we would say that we do not have the expertise or the time to take on the thirty grand. His recommendation is to take our lawsuit money, let the county use it in conjunction with the other cities, and try to form an effective drug court. **Commissioner Burry** commented he believes Marion County has this type of court and they are similar in our demographics. It would certainly be a more effective use of the money than us trying to do something with it. He is in agreement that this would be a good idea.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Christian	Yes
Mayor Pederson	Yes

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

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

A. SECOND READING OF ORDINANCES:

1. None

B. FIRST READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida, amending the boundary lines of The Village Community Development District No. 14, Pursuant to Chapter 190, Florida Statutes; and providing an effective date. (VILLAGES CDD 14)

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

Mayor Pederson informed the public that this item would be held over for a future 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. Financial Reports as of November 2021

Mayor Pederson asked if there were any comments on this item. There were none offered.

8. CITY ATTORNEY ITEMS:

CA Vasquez had no items to comment on tonight.

9. CITY MANAGER ITEMS:

A. Confirmation of Airport Advisory Board appointees

CM Minner stated he wanted to briefly go over the confirmation of the airport advisory board. Typically,

the airport advisory board serves at the commission's pleasure. The commission gives notice to the city clerk about who you want to appoint and this is usually done at the organization meeting. Unfortunately, this year we overlooked that due to the schedule we already had for the organizational meeting. Since that meeting, the city clerk sent out emails and everyone has responded back. No one needs to confirm because it is all in writing, but for formality purposes everyone has reappointed the same board member. Commissioner Burry reappointed Tweet Coleman, Commissioner Christian reappointed Fred Griffin, Commissioner Connell reappointed Alan Reisman, Commissioner Robuck reappointed Byron Oldham, and Mayor Pederson reappointed Bo Wroten.

The next issue he would like to bring up goes back to growth and development. He received a phone call from the Fruitland Park City Manager, Gary La Venia. They have been going through quite a bit of growth which has impacted some of the unincorporated streets, and their primary concern was CR 468. At one of their city commission meetings, the city commission instructed the city manager to write a letter to the county getting them to maintain and do something to improve the county's road network. Their request was to have the city manager contact the City of Leesburg to see if we would join in on that letter to the county so that the county is onpoint to manage and make some improvements to the road network that has been affected. CR 468, obviously, is one for us as well, with Tara Oaks and some of the stuff that is coming into that area. Fruitland Park also has another subdivision they approved on that border. He wanted to bring this up and get some input from the commission on whether they would like him to join in with Fruitland Park to review the letter and add the city's name to it. He is sure they would like to see what is written in that letter as well. If the answer is yes, he would get back to Fruitland Park and have them send him a copy of the letter.

Commissioner Christian asked if he knew how far they were talking about going on CR 468. Are we looking at going all the way to Main Street? **CM Minner** replied he thinks their intent was to take it all the way to Main Street. Fruitland Park was saying they needed to take care of CR 468 in Fruitland Park so that it would be between Miller Boulevard and CR 468, right before Griffin Road. We would need to jump on that and say not to stop at Griffin Road and that they needed to take it all the way up to Main Street/Dixie Avenue. We find there to be a couple other streets affected in Fruitland Park as well as the City of Leesburg that need to be added. We sign the letter and send it to the county.
Commissioner Christian remarked that anything the county could do in the City of Leesburg would be good. He does not have a problem with that. **CM Minner** said he would get back to the City of Fruitland Park tomorrow. Once he has the draft letter and adds his input to it and they both mutually agree to the letter, he will forward it to the commission.

The last issue is the recruitment process for the city attorney. We put notices out in the market place around the end of December that we were recruiting a new firm/person. That recruitment process ends this Thursday the 27th. At that time, he asked that they look at their emails because they would be receiving an email from the Purchasing Manager, Mike Thorton. He will be sending a proposal in PDF for each of the proposals. There will be an electronic review sheet that needs to be filled out for each of those proposals. All the work can be done online and sent back to Mike Thorton; he will review it and collect all that information. If you can have that done by Tuesday February 8th, they will catalog all that information, rank and prioritize it. They will bring that back to the commission so they can have an initial review of that information and decide who they would like to talk to and possibly bring in as the new city attorney. He believes that they could begin this process at the February 28th meeting. At that time, you may want to interview candidates or you may want to interview candidates inbetween on an off schedule, which could be advertised for. It is really the commission's pleasure of how you want to move forward with the interviewing process. However, we can cross that bridge at the next meeting after the ranking completion. No later than the first March meeting we should be ready to move forward with a contract.

10. ROLL CALL:

Commissioner Christian stated there are times he drives through the city when he sees movement happening and there are signs going up. Constituents call and ask what is going on and what is being built on CR 33 or US 27 and they have no idea what is being built. The City of Groveland has a good interactive map. They call it a development activity map, where residents can go to the website and hit on a block and it actually tells them and gives them a picture and layout of the site plan. It will tell them what is happening in their own community. He thinks it would be good if our residents could, instead of calling us and having us call the city manager to ask him what is being built next to the Dunkin Donuts on US 27, because we have a lot of activity happening in Leesburg. It would be good for our residents to have an interactive map to see what is happening in their neighborhood. The City of Groveland has a good example that we could go off of. That is the one he looked at a couple of weeks ago. He knows sometimes you get a letter in the mail that says something is being proposed next to you but it does not provide a lot of detail. This way, you could just go to the map and see what is happening. He wanted to make that strong recommendation to look at updating our website so that people could see what developments are happening in the City of Leesburg.

Commissioner Burry commented on the website. When looking for the agendas, it still says as of October 2020 you have to go to a different website. He asked while looking at upgrading, could we look at getting that updated too? He mentioned that he has been on this commission now for one year and he is really pleased with the work they have done. It has been a pretty big learning experience for him. A lot more than he really realized it was going to be. He wanted to especially thank the city manager and staff for helping him understand and work to be an effective member of the commission. It has been a pleasure working with everyone, especially in the area of development. That was not something he did professionally at all, so it was a big learning experience. He also wanted to go on the record to say he is a big fan of what we just did in South Leesburg, but he is not a big fan of more dense development than what was just approved. He likes some of the aspects that the county brought forward. He really was not aware of things like greater open space in those developments and buffers. He thinks that is a good thing. Dark sky lighting and light pollution is something that we are lagging here and we need to get back to that. Also, it was brought up to him that we are part of the tree city and have been in the past. In some of these developments we could put some requirements to plant trees in every lot. It would be little things like that he would be looking for. He wanted to make everyone aware of what he would be looking at when these things came forward.

Commissioner Robuck commented he was glad to see us sending a letter to the county for as many as we have received from them. They are going to think we do not like them if we do not send something back. He was hoping in the next couple of meetings we could get an update on the Sports Incentive Program and if we have had anything come in from that. He would really like to know how that is going. Also, he would like an update on where we are with the Arlington Ridge drainage. He saw that we moved some money around in the budget. **CM Minner** replied that we have started that project. **Commissioner Robuck** wanted to make sure that we were able to get all the releases. **CM Minner** replied that we received all but one.

Commissioner Connell had no comment.

Mayor Pederson wanted to bring up the Downtown Master Redevelopment Plan for the new commissioners. We were making progress on that, we had gone through it and a report had been done. The community met with us and they provided us with feedback. We even had some limited discussions here at the commission level and then COVID hit. We made the right decision and we put it on hold. He wanted to put it to the front and center and get us thinking about it again. We should priorize what is

important as a commission so we can get it into the budget process this summer. He talked to the city manager and he mentioned bringing it up in the comments. He would like to get more serious about this during the budget.

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.

The meeting adjourned at 6:33 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: February 14, 2022

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an annual requirements Piggyback Agreement with Advanced Pace Technologies, LLC, d/b/a Advanced Plumbing Technologies, LLC and APT Property Services, LLC for cured-in-place pipe lining & rehabilitation services; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Resolution authorizing execution of the piggyback agreement with Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technologies for as needed services related to cured in place pipe lining.

Analysis:
The City utilities, primarily waste water and potentially stormwater, can rehabilitate a pipe line by using the cured in place pipeliner (CIPP). This method of pipe repair involves the contractor inserting a fiberglass sock into the pipe and then injecting a resin. The resin then cures in the sock and creates a 'new' pipe inside the old deteriorating pipe. This method of pipeline repair does not require the entire pipeline to be excavated and replaced. It is a very cost effective method to repair pipes, especially where the pipeline may be under roadways and sidewalks.

Procurement Analysis:
The procurement division has determined the use of a piggyback agreement using a competitively solicited and awarded contract from the City of Milton, Florida to be the most efficient method to contract for these services. The contractor, APT, is located in Clermont, so they are located in the City's area.

The City purchasing policy allows for the use of cooperative contracts or piggybacking contracts awarded by other government entities.

Options:
1. Approve the resolution authorizing the execution of piggyback agreement with Advanced pace Technologies, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no fiscal impact with the approval of this resolution. The City utilities will incur the expenses as they order services from the contractor using this unit price agreement.

Submission Date and Time: 2/9/2022 12:38:03 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ANNUAL REQUIREMENTS PIGGYBACK AGREEMENT WITH ADVANCED PACE TECHNOLOGIES, LLC, D/B/A ADVANCED PLUMBING TECHNOLOGIES, LLC AND APT PROPERTY SERVICES, LLC FOR CURED-IN-PLACE PIPE LINING & REHABILITATION SERVICES; 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 Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technologies, LLC and APT Property Services, whose address is 638 E. Highway 50, Clermont, Florida 34711 for Cured-In-Place-Pipe lining services on an as needed basis.

THAT all future expenditures for commodities (goods & services) ordered under this Agreement are approved provided the Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
BID BY ANOTHER PUBLIC ENTITY

THIS AGREEMENT is made as of the 14th day of February in the year 2022, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ADVANCED PACE TECHNOLOGIES, LLC** d/b/a Advanced Plumbing Technologies, LLC and APT Property Services, LLC whose address is 638 E. Highway 50, Clermont, Florida 34711 ("CONTRACTOR").

WHEREAS, CONTRACTOR, entered into a Contract dated April 13, 2021 with the City of Milton, Florida ("Contracting Entity") resulting from the award of the Contracting Entity's Solicitation ITB# 2021-02 – Cured-In-Place Pipe Annual Contract. The Contract Documents are included here as Attachment 'A'.

WHEREAS, The City of Leesburg, a Florida municipal corporation ("CITY") has the legal authority to "piggyback" a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

WHEREAS, the CITY desires to "piggyback" the above referenced Contract Documents (Attachment 'A') between the CONTRACTOR and the Contracting Entity for utilization of the same or similar services for CURED-IN-PLACE PIPE LINING & REHABILITATION and the CONTRACTOR consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. **Affirmation.** The CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract Documents with the Contracting Entity and agrees to perform the services set forth herein for the CITY in accordance with the terms of said Contract Documents through the ending date of the Contract.

2. **Changes.** Services shall be provided in accordance with the terms of the Contract with the Contracting Entity except for the following changes. All other terms shall remain.

    a. **Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
    b. **Party Substitution**. References to "City of Milton" shall be replaced with City of Leesburg (CITY).

3. **Amendment.** Any Amendments to "piggybacked" Contract between CONTRACTOR and Contracting Entity shall be automatically incorporated into this piggyback Agreement. To include any extensions and price changes of the Contract.

4. **Counterparts.** Counterparts. This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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

ADVANCED PACE TECHNOLOGIES, LLC
d/b/a Advanced Plumbing Technologies, LLC and APT Property Services, LLC

By: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

ATTACHMENT 'A'

City of Milton

April 19, 2021

Advanced Pace Technologies
s/b/a Advanced Plumbing Technologies
c/o Taylor Yarkosky
638 E. Highway 50 Suite 4
Clermont, FL 34711

Dear **Taylor Yarkosky,**

We are happy to inform you that on **April 13, 2021** the Milton City Council awarded

Annual Cured In Place Pipe to: Advanced Plumbing Technologies.
1st year will begin April 13, 2021 thru April 12, 2022.
This agreement may be renewed for 4 additional years to a maximum of 5 year.

Attached is the fee schedule submitted in your original proposal, and agreed upon by both parties.

Items needed:

- This form signed acknowledging agreement
- W-9
- Vendor Application (see attached)
- Certificate of Non-Discrimination (see attached)

Sincerely,

Diane E Ebentheuer

Diane E. Ebentheuer, CGFO
PURCHASING OFFICER / RISK MANAGER
P. O. Box 909
Milton, FL 32572
Email: purchasing@myMiltonFlorida.com
Ph: 850-983-5438

Acceptance of Notice

Receipt of the above notice is hereby acknowledged and accepted by: Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology
(company name)

The 19 day of April, 2021

By: Chris Parker

Title: VP of Sales

ATTACHMENT 'A'

VENDOR APPLICATION

Date: 4/19/2021

Company Name _____

Is this a new or revised application? Yes [X] New No [ ]

Comments: _____

Is your business minortiy owned, and or woman owned? Yes [ ] No [X]

Comments: _____

Florida Based Firm? Yes [X] No [ ]

Comments: _____

Contact Person: Chris Parker

Title: VP of Sales

Email: chris@chooseapt.com & zoie@chooseapt.com

Cell: 352-534-1504

Office Phone: Same as above

Fax: 352-988-6299

Address	
Address:	638 E. Highway 50, Suite 4
City: Clermont	County: Lake
State: Florida	Zip Code: 34711

Remittance address if different from above address:	
Address:	Same as above
City:	
State:	Zip Code:

ATTACHMENT 'A'

City of Milton

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the firm agrees as follows:

The firm agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The firm shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Milton. The firms may be declared, by the City of Milton, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the firm.

The firm agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Chris Parker

BIDDER

SIGNATURE

VP of Sales

TITLE

P.O. Box 909 • 6738 Dixon Street • Milton, Florida 32572 • (850) 983-5400 • Fax (850) 983-5415

~Established 1844~

ATTACHMENT 'A'

APT

ADVANCED PLUMBING TECHNOLOGY

Prepared for: City of Milton

ITB# 2021-02 Cured-In-Place Pipe Annual Contract

638 E. Highway 50, Clermont, FL 34711 352-593-5140

ATTACHMENT 'A'

BIDDER'S DECLARATION
ITB 2021.02 Cured-In-Place Pipe Annual Contract

The firm/bidder understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. That the City of Milton reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City of Milton reserves the right to waive any technicalities and formalities in the proposal process.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids from interested parties at its offices located at City Hall, Milton, Florida. Any bid received after the bid deadline will **not** be considered.
7. Bids will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid in which there is an alteration of, or departure from the proposal form hereto attached.
9. The bid will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. Interested Parties shall submit all required forms and information simultaneously with sealed bid. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids.
11. Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
12. **NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
13. The successful bidder will be required to submit additional forms, which are available on the City's website at https://MiltonFL.org/322/Purchasing at the bottom of the page.
    - Certificate of Non-Discrimination
    - W-9 Taxpayer Identification Number
    - Vendor Application

Company Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

- Certificates for Liability, Vehicle, and Worker's Comp Insurance. (City is to be named as additional insured.) Limitations are listed online.
- Prompt Payment Affidavit

14. That they have carefully read and fully understand the full scope of the specifications.
15. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
16. All bidders are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
17. That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance – if required. (A declaration of insurance form must be provided before any work will begin.)
18. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **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 (850)983-5402, DNobles@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
19. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening but may not be withdrawn after such date and time.
20. That by submission of this bid the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
21. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid.
22. Recommendations are posted on city web page via agendas prior to award.
23. Any protests are handled per the City's Purchasing Policy and F.S. 120.57(3).

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology
Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711
Address/City/Zip

352-593-5140 ext. 103 — Phone
Zoie@chooseapt.com — Email

Taylor Yatkosky — Contact Name
CEO/Owner — Title

Company Representative Signature

03-01-2021 — Date

Company Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

ATTACHMENT 'A'

BID FORM
ITB 2021.02 Cured-In-Place Pipe Annual Contract
Schedule of Prices **Quantities are estimated.
All 49 items are defined at the end of this document.

1	Television Inspection	3,000	LF	$1.00	$3,000.00
2	8" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	$20.00	$2,000.00
3	10" CIPP (felt) Mainline Rehabilitation (6.0MM)	100	LF	$25.00	$2,500.00
4	10" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	$25.00	$2,500.00
5	12" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	$30.00	$3,000.00
6	12" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	$30.00	$3,000.00
7	15" CIPP (felt) Mainline Rehabilitation (7.5MM)	100	LF	$35.00	$3,500.00
8	15" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	$35.00	$3,500.00
9	15" CIPP (felt) Mainline Rehabilitation (10.5MM)	350	LF	$35.00	$12,250.00
10	18" CIPP (felt) Mainline Rehabilitation (9.0MM)	100	LF	$45.00	$4,500.00
11	18" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	$45.00	$4,500.00
12	18" CIPP (felt) Mainline Rehabilitation (13.5MM)	381	LF	$45.00	$17,145.00
13	21" CIPP (felt) Mainline Rehabilitation (10.5MM)	100	LF	$55.00	$5,500.00
14	21" CIPP (felt) Mainline Rehabilitation (13.5MM)	100	LF	$55.00	$5,500.00
15	21" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	$55.00	$5,500.00
16	24" CIPP (felt) Mainline Rehabilitation (12.0MM)	100	LF	$78.00	$7,800.00
17	24" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	$78.00	$7,800.00
18	24" CIPP (felt) Mainline Rehabilitation (16.5MM)	1200	LF	$78.00	$93,600.00
19	30" CIPP (felt) Mainline Rehabilitation (15.0MM)	100	LF	$108.00	$10,800.00
20	30" CIPP (felt) Mainline Rehabilitation (18.0MM)	600	LF	$112.00	$67,200.00
21	36" CIPP (felt) Mainline Rehabilitation (16.5MM)	100	LF	$138.00	$13,800.00
22	36" CIPP (felt) Mainline Rehabilitation (21.0MM)	100	LF	$145.00	$14,500.00
23	42" CIPP (felt) Mainline Rehabilitation (19.5MM)	100	LF	$182.00	$18,200.00
24	42" CIPP (felt) Mainline Rehabilitation (24.5MM)	100	LF	$195.00	$19,500.00
25	48" CIPP (felt) Mainline Rehabilitation (22.5MM)	100	LF	$228.00	$22,800.00
26	48" CIPP (felt) Mainline Rehabilitation (28.5MM)	100	LF	$238.00	$23,800.00
27	Sanitary Sewer Mainline Cleaning (<=12" dia)	100	LF	$1.50	$150.00
28	Sanitary Sewer Mainline Cleaning (>12" - 21" dia)	100	LF	$3.50	$350.00
29	Sanitary Sewer Mainline Cleaning (>21" - 24" dia.)	1200	LF	$3.50	$4,200.00
30	Sanitary Sewer Mainline Cleaning (>24" - 48" dia.)	1000	LF	$5.50	$5,500.00
31	Emergency Mobilization for Work Order	5	EA	$2,500.00	$12,500.00
32	Mobilization/Demob for Bypass Pumping (<= 12" dia.)	5	EA	$100.00	$500.00
33	Mobilization/Demob for Bypass Pumping (>12" - 21" dia.)	5	EA	$100.00	$500.00
34	Mobilization/Demob for Bypass Pumping (> 21" - 24" dia.)	3	EA	$200.00	$600.00
35	Mobilization/Demob for Bypass Pumping (> 24" - 48" dia.)	2	EA	$200.00	$400.00
36	Sewer Bypass Pumping (<= 12" dia.)	200	HR	$5.00	$1,000.00
37	Sewer Bypass Pumping (>12" - 21" dia.)	75	HR	$5.00	$375.00
38	Sewer Bypass Pumping (> 21" - 24" dia.)	20	HR	$10.00	$200.00
39	Sewer Bypass Pumping (> 24" - 48" dia.)	20	HR	$10.00	$200.00
40	Remove Protruding Service	10	EA	$150.00	$1,500.00
41	Service Reinstatement	10	EA	$150.00	$1,500.00
42	Dye Testing to Locate Active Service Connection	10	EA	$5.00	$50.00

Company Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

ATTACHMENT 'A'

Item	Description	Quantity	Unit	Unit Price	Amount
43	Silt Fence for Erosion Control	20	LF	$1.00	$20.00
44	Hay Bales for Erosion Control	20	EA	$7.00	$140.00
45	Mulching and Grassing for Erosion Control	100	SY	$2.00	$200.00
46	Sod	100	SY	$5.00	$500.00
47	Remove and Reset Fencing - Chain Link	30	LF	$2.00	$60.00
48	Remove and Reset Fencing - Wood Privacy	30	LF	$2.00	$60.00
49	Maintenance of Traffic	10	DAY	$200.00	$2,000.00

Total Base Bid Amount $ 410,200.00

License # CGC1524334

Attach list of references (3—5) from last 5 years.

Attach narrative of qualifications.

Acknowledgement of Addendums: 1 ***(list numbers or N/A)***

NOTE: The Quantities listed in this proposal are for determining the low bidder and in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.

When agreed to by the Contractor and approved by the Owner, the Contract Time may be extended in one-year increments for four (4) additional years for a maximum Contract period of five (5) years. However, no guarantee is implied or expressed that said extension of the Contract Time will be approved after the initial duration of the Contract. At renewals unit prices may be adjusted for cost increase with agreement by both the City and Contractor.

The undersigned agrees to the above terms and conditions.

BIDDER: Advanced Pace Technologies, LLC s/b/a Advanced Plumbing Technology
Company Name

638 E Highway 50 Ste 4, Clermont, FL 34711
Address/City/Zip

407-492-8881 Phone

Zoie@chooseapt.com Email

Taylor Yarkosky
Contact Name

CEO/Owner
Title

Company Representative Signature

03-08-2021
Date

Advanced Pace Technologies, LLC
Company Name d/b/a Advanced Plumbing Technology

ATTACHMENT 'A'

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
ITB 2021-02 Cured-In-Place Pipe Annual Contract

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified firm to install cured-in place pipe (CIPP) to rehabilitate existing storm drain and sanitary sewer mains on an as-needed basis throughout the Contract's performance period. There are no predetermined quantities on which to base a fixed amount of work to be performed. The estimated amount for the work under this contract is $200,000 per year. But that value could be slightly more or much less depending on a variety of factors. The quantities listed in the Schedule of Prices above in no way represent the quantities to be performed in this annual contract. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed in the Schedule of Prices.

B. PROJECT BACKGROUND & PURPOSE:

In the event that any sanitary sewer overflow (SSOs) occurs as a result of Contractor's operations, including but not limited to bypass pumping on flow diversion activities, or any failures therein, Contractor shall be responsible for all cleanup operations required thereby as well as paying all fines and penalties attendant thereto.

1. **Storm Water and sewer bypass pumping/piping:** On projects requiring temporary sewer bypass pumping/piping, it is the Contractor's responsibility to furnish, install, operate, and remove the appropriately sized materials and equipment and employ the site appropriate means and methods by which to complete this task without causing sewer spills, overflows, sewer backup into customers' homes, or service disruptions to CITY OF MILTON sewer customers. Regardless of the means and methods chosen by the Contractor.

2. **CITY OF MILTON Supplied Water for Project Use:** CITY OF MILTON will provide water for sewer cleaning and CIPPL inversion and curing. Prior to use, Contractor must request that Owner place a meter and backflow preventer on a selected hydrant.

3. **Disposal of Debris/Solids Removed from the Sanitary Sewer**: Disposal of the liquid only from mainline cleaning operations shall be decanted into the sanitary sewer system under the supervision of the Owner. Disposal of the debris/solids removed from the sanitary sewer system shall be made at the City of Milton Wastewater Treatment Plant on Municipal Drive, Milton.

4. All proposed products not specifically indicated herein must be pre-approved by the Public Works prior to opening of bids by the City of Milton. Proposed products shall be submitted to the Public Works for review no later than two weeks prior to the bid date listed in the Invitation to Bid. Proposed products submitted for review after that date will not be accepted.

5. The CONTRACTOR shall submit proof of experience with the proposed product being installed in similar size and installation conditions of this project to the OWNER for review during evaluation of products.

Company Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

6. The CONTRACTOR shall employ an experienced crew using the same product and installation conditions of this project for all work being performed under this contract. The OWNER reserves the right to review the experience of the proposed crew during evaluation of bids.

7. The required work shall be issued to the Contractor from the Owner periodically as work orders identifying specific individual storm drain and sanitary sewer main segments to be rehabilitated along with storm drain and sanitary sewer system maps identifying the locations of the pipe segments. Generally, the value of work required per work order shall be no less than $20,000 as based on the unit prices on the Contractor's Schedule of Prices. However, the Owner may also provide work orders requiring less than $10,000 of work for emergency situations requiring immediate rehabilitation work. There may be months when no work order is provided.

8. The work orders may or may not include work in the same geographic area. The Contractor shall complete each work order in its entirety to the Owner's satisfaction before a new work order will be provided by the Owner. The Owner may identify priority items of work on each work order. The Contractor shall complete all priority items prior to beginning other items of work on a work order.

9. SPECIAL CONDITIONS:
   - Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner reserves the right to revise the rehabilitation limits and/or methods proposed. Should deteriorated piping be discovered that is not suitable for rehabilitation, the Contractor shall identify such piping to the Owner and said piping may be replaced under another contract. Performing point repairs is not a part of this contract. When the Contractor determines a main cannot be rehabilitated due to misaligned joints or other defects that would normally require a point repair, the Contractor shall inform the Owner of the defect.
   - The Owner will perform the needed point repair in-house or through another contract. The Owner desires to have the required work completed as soon as possible following award of the Contract and issuance of a work order. The Contractor shall consider this schedule requirement when submitting proposals.

10. **Non-Emergency Work Orders:** The Contractor shall be given twenty-one (21) calendar days to begin work on each work order after the date on which said work order is issued to the Contractor. Actual Contract time requirements will be prorated based on the total amount of work to be performed in each work order. The Contractor shall achieve Substantial Completion of the listed work no later than twenty-one (21) calendar days for each $20,000.00 of work required in the work order, rounded up to the nearest whole day. The Contractor shall achieve Final Completion no later than three (3) calendar days after Substantial Completion. For example, if the Contractor is given a work order to perform $150,000 of work, Substantial Completion shall occur no later than fifty-three (53) calendar

Company Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

days from issuance of the work order calculated as follows: 21 days to begin plus 21 days per $100,000 ($150,000/$100,000 x 21 days = 31.5 days ≈ 32 days). Any requests for time extension must be made to the Owner through the Public Works at the time of the delay. The Contractor shall provide two or more crews when required to complete the work provided in each work order in the above timeframe. Should the Contractor not respond in the time required, the Owner may elect to terminate the contract or have the work performed by others.

11. **Emergency Work Orders:** The Contractor shall mobilization and begin work within twenty-four (24) hours of being notified by the Owner. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed. Bid Item 31: Emergency Mobilization for Work Order, is provided to compensate the contractor for emergency work orders.

12. If the Contractor must remove and reset fencing to access sanitary sewer manholes requiring work, removal and resetting of fencing will be based upon the unit price bid per linear footage (LF) of various types of fencing removed and reset. Measurement will be made only for the length authorized by the OWNER to be removed and reset. Posts, fencing or other materials, lost, damaged, or destroyed by the Contractor's operations shall be replaced with new material of the same type that existed prior to removal at the Contractor's expense. Fences that are removed and authorized by the Owner not to be reset will not be paid for.

13. When necessary to allow CIPP installation to storm drain and sanitary sewer mains adjacent to manholes receiving force main discharge, the Contractor shall coordinate manual operation of lift stations with OWNER. Only CITY OF MILTON personnel will be permitted to operate lift stations. A minimum of 48 hour written notice (not including weekends and holidays) shall be given to OWNER.

14. The Contractor shall also provide the Owner with a list of (24/7) emergency and non-business hour telephone numbers for principal staff of this project.

15. Prior to start of construction of each work order, the Contractor shall prepare and submit for approval to the Owner a copy of the proposed sequence of construction operations for the required work. A sequence of operations must be approved by the Owner prior to the beginning of construction work.

16. The Contractor shall maintain prominent and clear labeling of its company name and its local phone number on a minimum of one (1) vehicle on the project site at all times during construction activities.

17. The Contractor shall restore all broken mitered pipe ends, concrete swales, and other items to their original or better condition when damaged by the Contractor's operations. Unless specifically approved by the Public Works, these costs will be the responsibility of the Contractor. Therefore, the Contractor is responsible for documenting the pre-construction condition of all workareas.

18. OWNER will issue final acceptance of each individual work order once the work called for have been completed and the storm drain, and sewer system is operational. Final acceptance will be contingent on the acceptable restoration of all areas disturbed during construction. OWNER will also require the Contractor to provide his written warranty and Contractor's Final Affidavit. Upon final payment to the Contractor by the Owner, the Contractor's warranty period will begin for the work completed under that work order.

19. Each lump sum and unit bid price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

20. The CONTRACTOR shall receive and accept the compensation provided in the Schedule of Prices and the Contract as full payment for furnishing all materials, labor, tools, and equipment for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from any discrepancy between the actual quantities of Work and quantities herein estimated by the PUBLIC WORKS, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the OWNER.

21. The prices stated in the Schedule of Prices include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the lump sum or unit price shown in the Schedule of Prices shall be in accordance with the description of that item in this Section.

22. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been defined by a Schedule of Prices payment item, he shall include the cost for that Work in some other applicable bid item, so that his Proposal for the project reflects his total price for completing the Work in its entirety.

23. The cost of dewatering, safety, regulatory compliance, maintenance of traffic, restoration, environmental protection including construction entrances, testing, television inspection, and other work not specified but required to complete the Work as necessary will not be separately paid for but shall be considered as incidental to other bid items and included in the prices bid for them.

24. MEASUREMENT & PAYMENT, ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES OR OF ITEMS OF WORK. Due to the nature of an annual contract, the actual quantities required cannot be predetermined. Adjustment of unit prices will not be allowed regardless if a pay item is not used or used excessively

25. ALTERATIONS. Works may include information obtained from the Owner's records regarding existing pipe materials, diameters, and locations. Should variances to the condition of existing pipe materials be discovered during construction, the Owner

reserves the right to revise the rehabilitation limits and/or methods proposed. Any such changes will not result in an adjustment to the bid prices.

26. RELATED PROVISIONS Payments to CONTRACTOR: Refer to the Agreement. Changes in Contract Price: Refer to the agreement.

27. REMOVAL OF PROTRUDING SERVICE CONNECTIONS

General – Description – Precautions

- Furnish all equipment, labor, tools, materials, and incidentals necessary to internally remove portions of service connections protruding into the sewer main.
- Ensure that the sewer is clean of all dirt and debris following removal of protruding service connections.
- Maintain wastewater flows, including bypass pumping, as required at all times during the performance of the Work.
- Television Inspection.
- Cleaning of Sewers.
- Take precautions to protect sewer mains and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.
- When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.
- Do not allow the sewer to fill with sewage above the crown of any pipe, or beyond any elevation below the crown that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

Products - Equipment

- Remove the service connection with an internal, remote-controlled intruding pipe remover. Excavation and replacement of the protruding service connection will not be allowed unless specifically indicated on the Drawings.
- The equipment shall be capable of cutting concrete, poly-vinyl chloride pipe, vitrified clay pipe, or other materials commonly used for pipe construction with the exception of cast iron or steel.
- Pull the equipment through the sewer using winches and a cable set up between adjacent manholes.
- If necessary, position the equipment using a CCTV camera in conjunction with the cutter assembly.

Execution - Performance

- Remove the protruding service connection to the point where it is flush with the inside wall of the sewer main.
- Remove protruding service lateral prior to the Post-construction TV Inspection specified in Section 02651, Television Inspection.
- Protect existing sewer lines and service connections from damage caused by improper use of the equipment.
- As directed by the PUBLIC WORKS, immediately repair damage to a sewer or service connection caused by removal of a protruding service at no additional

compensation.

- Remove all dirt and debris from the sewer following completion of protruding service connection removal in that reach.

28. <u>BID ITEMS DEFINED (49 items listed on bid sheet)</u>

a. Bid Item 1: Television Inspection

- Measurement: The quantity for this Item shall be the linear feet of storm drain and sewer pipe internal television inspected measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe inspected.
- Payment: The unit price for this Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals to perform all aspect of the internal television inspection of the sanitary sewer mains. The television inspection shall be performed to indicate both pre-construction conditions and post-construction conditions. Payment per linear foot for this item is one time per line segment. Payment for cleaning of the existing sewer mains shall be made under bid items 27 thru 30. Each service connection shall be video inspected from within the main using a pan and tilt camera head so that the camera can video the interior of the lateral at the connection. The pre-rehabilitation and post-rehabilitation video shall be provided together so that the post-rehab footage will directly follow the pre-rehab footage for each segment of main rehabilitated. Sewer main segments determined from pre-rehab video as not needing lining shall be on a separate recording from those mains lined. All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements.

b. Bid Items 2 thru 26: CIPP Mainline Rehabilitation

- Measurement: The quantity for these Items shall be the linear feet of various diameter sewer pipe lined with CIPP felt liner of various thicknesses measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipe lined.
- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals, for all aspects of installing CIPP in existing sanitary sewer piping, whose condition is classified as fully deteriorated. Payment for this item shall include tie-ins of the CIPP to existing manholes and debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning hall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

c. **Bid Items 27 thru 30: Sanitary Sewer Mainline Cleaning**

- Measurement: The quantity for these Items shall be the linear feet of various diameter storm water and sewer pipe cleaned measured by wheel or tape on the ground surface from center of manhole to center of manhole horizontally above the centerline of the pipelined.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of cleaning various diameter storm water and sanitary sewer mains to remove debris, sand, roots etc. regardless of the severity of debris/sand/roots present. The unit price bid for this item shall include removal of the debris at the downstream manhole and incidentals necessary to restore the main to its capacity. Payment for storm water and sanitary sewer mainline cleaning shall be once per mainline. Disposal of the debris/sand removed from the storm water and sanitary sewer system as required to perform cleaning hall be considered a subsidiary obligation of this item of work. All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein.

d. **Bid Item 31: Emergency Mobilization for Work Order**

- Measurement: The quantity for this Item shall be per each emergency response within twenty- four (24) hours of being notified by the Owner.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals required to mobilization and begin work within twenty-four (24) hours of being notified by the Owner. All other bid items shall apply accordingly. The Contractor shall make an earnest effort to begin and complete the required work as quickly as possible. The Contractor shall work in consecutive calendar days, including weekends and holidays, from the day the request is made until the required work is completed.

e. **Bid Item 32 thru 35: Mobilization/Demobilization for Sewer Bypass Pumping**

- Measurement: The quantity for these Items shall be mobilization/demobilization for various diameters of storm water and sanitary sewer mains per each work order general vicinity. These items shall include up to 1,200 feet of discharge.
- Payment: The unit price for these Items shall be a full compensation for mobilizing and demobilizing all personnel, materials, equipment, and incidentals necessary per each work order location to perform bypass pumping for the cleaning and lining of storm water and sewer mains and rehabilitating manholes. The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times. The unit price bid for these items shall include up to 1,200 feet of discharge. If more than 1,200 feet of discharge is required a price will be negotiated for the additional footage. These pay items are in addition to Pay Item Sewer Bypass Pumping.

f. **Bid Items 36 thru 39: Sewer Bypass Pumping**

- Measurement: The quantity for these Items shall be per hour of bypass pumping of various diameters of sanitary sewer mains. Bypass time shall begin

Company Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

when the sewer main flow is diverted through the pump to a downstream manhole and ends when the sewer main flow returns to the storm water and sanitary sewer main.

- Payment: The unit price for these Items shall be full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to bypass the existing storm water and sanitary sewer mainline of various sizes for one (1) hour to perform the required work. When bypassing sewer mains > 24" - 48", the contractor shall provide a person on site (24/7) throughout the bypassing operation to monitor the flow.

g. Bid Item 40: Remove Protruding Service

- Measurement: The quantity for this Item shall be the number of protruding laterals removed.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of removing protruding service laterals to be flush with the existing sewer main to allow for installation of CIPP. The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection.

h. Bid Item 41: Service Reinstatement

- Measurement: The quantity for this Item shall be the number of active lateral taps and drop connections reinstated through the new cured-in-place pipe liner.
- Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of reinstatement of lateral and drop connections as specified and shown. No payment shall be made for the reinstatement of capped tap connections.

i. Bid Item 42: Dye Testing to Locate Active Service Connection

- Measurement: The quantity for this Item shall be per each property containing a building requiring a dye test to locate the lateral.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to perform dye testing at one (1) property parcel containing a home or business as necessary to determine the location of the active service connection serving said property. In general, each property parcel shall have only one (1) service connection. Properties having more than one active connection shall immediately be brought to the attention of the Owner. Payment for this item shall include coordination of dye testing with businesses or homes, coordination of dye testing with the Owner's project representative, and television inspection as necessary to determine the location of the active service connection. Payment for reinstatement of the active service connection will be at the unit price bid.

j. Bid Item 43: Silt Fence for Erosion Control

- Measurement: The quantity for this Item shall be linear foot of silt fence installed for erosion control.
- Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one linear foot of silt fence for erosion control as per Florida

Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

k. **Bid Item 44: Hay Bales for Erosion Control**
   - Measurement: The quantity for this Item shall be per each hay bale installed for erosion control.
   - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain each hay bale for erosion control as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual, Chapter 4.

l. **Bid Item 45: Mulching and Grassing for Erosion Control**
   - Measurement: The quantity for this Item shall be per square yard of mulching and grassing installed for erosion control.
   - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of mulching and grassing for erosion control.

m. **Bid Item 46: Sod**
   - Measurement: The quantity for this Item shall be square yard of sod installed.
   - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to install and maintain one square yard of sod to match the existing grassing.

n. **Bid Item 47: Remove and Reset Fencing-Chain Link**
   - Measurement: The quantity for this Item shall be linear foot of existing chain link fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
   - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing chain link fence to allow for access to the existing manholes to perform the required rehabilitation.

o. **Bid Item 48: Remove and Reset Fencing-Wood Privacy**
   - Measurement: The quantity for this Item shall be linear foot of existing wood privacy fence (Up to 8 feet in height) removed and reset for access to perform the required rehabilitation.
   - Payment: The unit price for this Item shall be a full compensation for providing all labor, materials, equipment, tools, and incidentals necessary to remove and reset the existing wood privacy fence to allow for access to the existing manholes to perform the required rehabilitation.

p. **Bid Item 49: Maintenance of Traffic**
   - Measurement: The quantity for this Item shall be for all items necessary for a complete traffic maintenance system for each day (24hour period) that traffic control measures are necessary in addition to cones and flagmen.
   - Payment: The unit price for this Item shall be full compensation for providing all labor, materials, equipment, tools, and incidentals for all aspects of developing, implementing, and maintaining the necessary traffic maintenance beyond the typical cones and flagmen to allow for the cleaning, television inspection and CIPPL of the storm water and sanitary sewer mains for each day (24-hour period)

Advanced Pace Technologies, LLC,
Company Name d/b/a Advanced Plumbing Technology

requiring traffic maintenance measures issued in a work order. All maintenance of traffic shall be performed in accordance with state and local authorities. The use of only cones and flagmen for maintenance of traffic shall be considered incidental to the television inspection.

C. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Each Occurrence Limit	$1,000,000
Personal/advertising Injury	$1,000,000
Fire Damage (Any One Fire)	$50,000
Medical Payments (Any One Person)	$5,000

2. Automobile Liability

Bodily Injury/Property Damage	$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➢ Each Accident	$100,000
➢ Disease-Each Employee	$500,000
➢ Disease-Policy Limit	$100,000

D. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes this this contract necessary.

E. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.

Company Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

ATTACHMENT 'A'

City of Milton

DRUG-FREE WORKPLACE (F.S. 287.087)

Preference to businesses with drug-free workplace programs.—Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Vendor Name Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology **Date:** 03-08-2021

We have a drug-free workplace program. ☑yes; or ☐no **(check one)**

Vendor's Signature _____

ATTACHMENT 'A'

City of Milton

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any City of Milton, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES **NO**

NAME(S) POSITION(S)

Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology
Firm Name

By (Signature):

638 E Highway 50 Ste 4, Clermont, FL 34711
Address

Taylor Yarkosky
By (Printed):

CEO/Owner
Title

407-492-8881
Phone No.

E-Mail: Zoie@chooseapt.com

ATTACHMENT 'A'

City of Milton

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Lake

Taylor Yarkosky

Owner, Partner or Officer of Firm

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology, 638 E. Highway 50, Suite 4 Clermont, FL 34711

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME: Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

SIGNATURE: _____

TITLE: Taylor Yarkosky- CEO/Owner

The foregoing instrument was acknowledged before me this 8th day of March, 2021 by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

_____
Signature of Notary

SEAL

Notary Public State of Florida
Katiuska Brea
My Commission GG 256113
Expires 09/06/2022

ATTACHMENT 'A'

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Milton

   By Taylor Yarkosky

   (print this individual's name and title)

   for Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology
   (print name of entity submitting statements)

   whose business address is 638 E. Highway 50, Suite 4, Clermont, FL 34711

   and if applicable whose Federal Employer Identification Number (FEIN) is 81-2375756

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

ATTACHMENT 'A'

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

City of Clermont

STATE OF FLORIDA

Sworn and subscribed before me this 8th day of March, 2001 by

Taylor Yarkosky who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

_____
(Signature) Notary Public—State of Florida

Notary Public State of Florida
Katiuska Brea
My Commission GG 256113
Expires 09/06/2022

Katiuska Brea
(Printed, typed or stamped commissioned name of notary public)

My commission expires 09-06-2022 (SEAL)

ATTACHMENT 'A'

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jackson Insurance Agency 2075 West 76th St Hialeah FL 33016	CONTACT NAME: Marla Benitez PHONE (A/C, No, Ext): (305) 824-3464 FAX (A/C, No): (305) 822-8535 E-MAIL ADDRESS: mbenitez@jacksonagency.com
INSURED Advanced Pace Technologies, LLC DBA: Advanced Plumbing Technologies LLC and APT Property Services LLC 638 E Highway 50 Ste 4 Clermont FL 34711	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wilshire Insurance Co. — 13234 INSURER B : Ascendant Insurance Co. INSURER C : GuideOne National Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Advance Pace **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BRK0000221 01	07/10/2020	07/10/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA-53081-0	08/05/2020	08/05/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp / Col Deductible	$ 1,000,000 $ $ $ $ 500
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XL00018900	07/10/2020	07/10/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Pollution & Environment Liability			ENV562004263-00	02/11/2021	02/11/2022	Aggregate Each Pollution Limit	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is solely for the use as " Evidence of Insurance"

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT 'A'

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	PHONE: (800) 277-1620 X 4800	FAX: (727) 797-0704
	E-MAIL ADDRESS:	
	INSURERS(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
FrankCrum L/C/F Advanced Pace Technologies, LLC 100 South Missouri Avenue Clearwater, FL 33756	INSURER E:	
	INSURER F:	

COVERAGES — CERTIFICATE NUMBER: 768215 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
	CLAIMS MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURENCE	$
	☐ EXCESS LIAB ☐ CLAIMS MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202100000	01/01/2021	01/01/2022	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 12/16/2019, coverage is for 100% of the employees of FrankCrum leased to Advanced Pace Technologies, LLC dba Advanced Plumbing Technology (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

Advanced Plumbing Technology
638 FL-50, Ste. 4
Clermont, FL 34711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHICKONSKI, MASON

ADVANCED PACE TECHNOLOGIES, LLC
16054 VETTA DRIVE
MONTVERDE FL 34754

LICENSE NUMBER: CGC1524334

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ATTACHMENT 'A'

ATTACHMENT 'A'

City of Milton

Purchasing Department

ITB 2021.02 Cured In Place Pipe
ADDENDUM #1
March 4, 2021

****

1. Could the Owner/Engineer please clarify if this CIPP rehab bid is for storm or sanitary or for both the assets? The measurement and payment section is giving conflicting information. The contract is for both sewer and storm drain.
2. If the city plans to rehab storm pipe as well using these said contract pricing, where are the pay items for cleaning storm pipeline segments? Bid items 27 to 30 are for sanitary pipeline. Items 27 through 30 shall be Main Line cleaning for sewer and storm drain.
3. In regards to sanitary pipe cleaning bid items 27-30, could the Owner/Engineer please clarify if any of the cleaning will involve tuberculation removal? If yes, then please add pay items for Tuberculation removal per pipe size range? No, it does involve tuberculation.
4. In regards to storm pipe cleaning, could the Owner/Engineer please clarify if they anticipate any barnacle removal? If yes, then please add pay items for barnacle removal per pipe size range? No, it does not include barnacle removal.
5. In regards to Bid Item 32 thru 35, the measurement and payment says "The unit price bid for these items shall be once per work order location requiring bypassing regardless of the number of setups and regardless if the cleaning and lining is performed at separate times", this statement is fair when the Work Order is for one location which requires one bypass setup. The same statement will undermine the contractor and open to huge financial risk, if in case there is one Work Order which has multiple locations with multiple segments needing bypass. Could the Owner/Engineer please consider re wording it to "to be paid per setup"? The work order will be for one location.
6. In reference to protruding laterals removal, the specs mention "The service shall be trimmed in a manner that will not damage the service beyond the main and will not create a condition allowing groundwater infiltration at that service connection", if in case the laterals are already leaking will the contractor be required to grout the lateral connection? If yes, as this is unknow please add a pay item for grouting lateral on as needed basis. You will not be responsible for any leaks Pryor to any work being done.
7. In reference to Bid Item 49 - Maintenance of Traffic, under measurement and payment each day is defined by as 24 hrs., Could the Owner/Engineer please clarify if the contractor needs traffic control measures during normal working hours (8-12

hrs) and does not needs traffic control for full 24 hrs, how will he be compensated by the day or by the hour? As long as the road can be reopened to normal flow of traffic, traffic control will only be needed during working hours.

8. Could the Owner/Engineer please share previous detailed bid tabulations of similar project scope? This is the first contract for this type of work do not have any bid tabs of previous work history.
9. Could the Owner/Engineer please share a summary of purchase orders history released in pervious year annual contract of similar scope? Same answer as question number 8.
10. Can I request the previous bid tabulations for this subject bid? Same answer as question number 8.
11. Can we get a copy of the two additional sections referenced in the bid language?
    a. **Section 28.A** for Bid Item 1 TV Inspection states… *"All video work shall be performed in accordance with Section 02651 Television Inspection, included herein. The unit price bid for this item shall include all reporting and video recording requirements."* I cannot find this section within the actual bid documents.
    Section 02651information is attached.
    b. **Section 28.B** for Bid Items 2 through 26 it states… *"All mainline cleaning work shall be performed in accordance with Section 02760 Cleaning of Sewers, included herein."* Same as above, I cannot find this section within the actual bid documents and there are no supplemental attachments in the link.
    Section 02760 information is attached.

End of Addendum #1

****

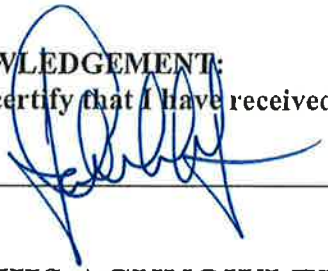
The information given in this addendum is in addition to or supersedes conflicting information in the invitation to bid and is hereby made a part of the request.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BID.

****

ACKNOWLEDGEMENT:
I hereby certify that I have received the above addendum:



Signature 03-08-2021 **Date**

THIS ACKNOWLEDGEMENT MUST BE RETURNED WITH BID/PROPOSAL PACKAGE.

ATTACHMENT 'A'

Section 02651 - Television Inspection

PART 1: General

1.1 *Description* – Provide all labor, materials, tools, equipment and incidentals as shown, specified, and required to perform television (TV) inspection of existing, new and rehabilitated piping including sewer mains and sewer lateral connections.

1.2 *Definitions* –

1.2.1 *Pre-Construction Inspection* – TV inspection of sewers and storm drains to ascertain that the condition of the pipe meets acceptable standards for the proposed rehabilitation.

1.2.2 *Post-Construction Inspection* – TV inspection of repaired or rehabilitated sewer mains and storm drains.

1.3 *Requirements* – The Contractor shall be aware that this Contract requires work in active sewers and shall follow all federal, state and local requirements for safety in confined spaces.

1.4 *Performance Requirements* –

1.4.1 Inspection shall be performed by a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) certified operator and shall meet the coding and reporting standards and guidelines as set by PACP. All report annotations, pipe conditions and pipe defects shall be identified properly using PACP codes as defined by PACP, and severity ratings shall be calculated according to PACP.

1.4.2 Quality of inspection recording shall be acceptable to CITY when viewed on a standard computer monitor.

1.5 *Submittals* –

1.5.1 CCTV equipment, including make, model, age of video systems and tractors, and documentation that CCTV software is PACP v4.2 -certified.

1.6 *Reference Standards* – NASSCO prepared Pipeline Assessment and Certification Program, Second Edition Reference Manual, 2001. This manual includes a standard TV inspection form and sewer condition codes.

PART 2: Products

2.1 *Television Equipment* –

2.1.1 *Closed Circuit TV Equipment* – Select and use closed-circuit television equipment that will produce a color recording. The camera and video system components shall have the following properties:

2.1.1.1 Equipped with footage counter accurate to two tenths of a foot that displays on the TV monitor the exact distance of the camera from the starting point of the recording.

2.1.1.2 Lighting system that allows the features and condition of the pipe to be clearly seen. Lighting shall not cause shadows or loss of color within the field of view of the camera.

2.1.1.3 Capable of operating in 100 percent humidity conditions.

2.1.1.4 Capable of producing a minimum 470 lines of vertical resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer.

2.1.2 *Pipe Inspection Camera* – The pipe inspection camera and video components shall have the following additional properties:

2.1.2.1 Capable of producing a video recording using a pan-and-tilt, radial viewing, pipe inspection camera that pans ± 275 degrees and rotates 360 degrees.

2.1.2.2 Camera height adjustment so that the camera lens is always centered at one-half The inside diameter, or higher, in the pipe being televised.

2.1.2.3 Include a reflector in front of the camera if necessary to provide acceptable video image quality in large diameter pipe.

2.1.3 *TV Studio* – TV studio is to be contained in an enclosed truck, trailer or van. It shall have room and seating for the operator and the City Employee and also room for at least one standing visitor with the doors closed. The studio shall have air conditioning and heating.

ATTACHMENT 'A'

Normal operation of all equipment, including the TV camera, monitor, and winches is to be from a control panel in the studio.

2.1.4 *Recording* – All recordings are to be in digital format.

2.1.4.1 *Image Capture* – Digitized picture images shall be stored and be exportable as JPEG formats.

2.1.4.2 *Video Capture* – Full time live video and audio files shall be captured for each pipe segment and lateral inspected. The files shall be delivered in MPEG format on a USB 2.0 external hard drive and viewable at real time and fast forward speeds on an external personal computer that utilizes MicroSoft Media Player, version 9.0. Alternate digital formats will not be accepted unless approved by the CITY in advance of submittal. The video shall have a minimum resolution of 640 pixels (x) by 480 pixels (y) and an encoded frame rate of 29.97 frames per second. System shall perform an automatic disk image/file naming structure to allow saved video/data sections to be "Burned" to digital format. It shall have the capability of "burning" a minimum of 120 minutes of recording to the DVDR media. The video recording shall be free of electrical interference and shall produce a clear and stable image. The audio recording shall be sufficiently free of background and electrical noise as to produce an oral report that is clear and discernable. The digital recordings and inspection data shall be cross-referenced to allow instant access to any point of interest within the digital recording.

PART 3: Execution

3.1 *Television Inspection* –

3.1.1 Prior to TV inspection, clean sewer lines, storm drain, and manholes. Re-clean any sewer line or manhole found to be dirty during the TV inspection process.

3.1.2 Perform Post-construction Inspections of cured-in-place mainline liners no sooner than 30 days after the completion of the lining work.

3.1.3 Televise the sewer and storm drain line to document the condition of the line. Notify the CITY 48 hours in advance of any TV inspection so that the CITY may observe inspection operations. Provide a color recording showing the completed Work.

3.1.4 For mainline sewer and storm drain inspections, inspections shall be from center of the starting manhole to the center of the ending manhole. Record the condition of the entire circumference of the pipe penetration. Measure distances along the pipe from the center of the upstream manhole.

3.1.5 Prior to recording the location of defects, construction features and service connections, remove slack in the cable of the television inspection camera to ensure metering device is designating proper footage. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape, or other suitable device.

3.1.6 Perform the preset before starting to record the inspection (i.e. the counter should not suddenly reset or jump during the recording). If a preset point on the CCTV cable is used to set the counter, Contractor shall back up the camera after setting the preset and record the entry to the pipe.

3.1.7 Center the camera in the middle of the pipe.

3.1.8 Move the camera through the line (in the downstream direction whenever possible) at a uniform rate not to exceed 30 feet per minute.

3.1.9 Stop at every joint for three seconds. When infiltration or other defects are evident, use pan and tilt to document pipe condition. Stop elsewhere when necessary to ensure proper documentation of the sewer's condition.

3.1.10 Stop at every lateral connection. Center the camera so that the lighting and the pan and tilt view can be used to inspect as far into the lateral connection as possible. Pan the circumference of the tap, recording all defects found in the service connection. Where lateral flow is observed, observe flows from service connections for approximately two

minutes to ascertain if the flow is sanitary or extraneous flow. The video recording may be paused during observation. Record results of the flow observed on video recording and inspection logs.

3.1.11 Capture color still shots of video recordings for all defects encountered.

3.1.12 Use manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer and storm drain conditions to move the camera through the sewer and storm drain lines.

3.1.13 TV inspection recordings shall be continuous for each pipe segment.

3.1.14 Adjust light levels, clean fouled or fogged lens, and allow vapor to dissipate from camera lights in order to produce acceptable recordings. All TV inspection recordings that do not meet the specified requirements shall be retelevised at no additional cost to the Owner.

3.2 *Flow Control* –

3.2.1 Adequately control the flow in the section being televised. Plugging or bypassing of the flows may be used to accomplish this. Recordings made where the depths of wastewater flow shown below are exceeded will be rejected:

Flow Control During Television Inspection

Pipe Diameter (Inches) 6-10 / Depth of Flow (% of Pipe Diameter) 10
Pipe Diameter (Inches) 12-24 / Depth of Flow (% of Pipe Diameter) 15
Pipe Diameter (Inches) Over 24 / Depth of Flow (% of Pipe Diameter) 20

3.2.2 Whenever flows in a sewer line or storm drain are blocked, plugged, pumped, or bypassed, take sufficient precautions to protect the sewer and storm drain lines from damage that might be inflicted by excess water surcharging. Further, take precautions to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers or storm drain involved. No overflows are permitted. The Contractor is responsible for all damages.

3.2.3 Contractor is responsible for all damages to Contractor owned and operated equipment, Owner facilities, and privately owned facilities caused by malfunction of plugs, pumps or other Contractor equipment. In the event of a failure or malfunction of Contractor equipment, Contractor is responsible for all work necessary to restore facilities to preconstruction condition including but not limited to excavation and restoration of sewer lines and roadways required to retrieve malfunctioning or stuck cameras, plugs and hoses.

3.2.4 It is anticipated that portions of the sanitary sewer are bowed or bellied and as a result the camera will be submerged. Wherever the camera encounters a submerged condition, or where the wastewater flow depth exceeds the maximum allowable, reduce the flow depth to an acceptable level by performing the survey TV inspection during minimum flow hours, or by pulling a camera with swab, high-velocity jet nozzle or other acceptable dewatering device. Recordings made while floating the camera are not acceptable unless approved by Engineer.

3.3 *Passage of TV Camera* – If during TV inspection of a pipe segment the camera is unable to pass an obstruction even though flow is unobstructed, televise the pipe segment from the opposite direction in order to obtain a complete recording of the line. Measure the distance between the manholes (centerline to centerline) with a tape or wheel to accurately determine the total length of the manhole segment.

3.4 *Inspection Deliverables* –

3.4.1 *Written Inspection Reports* – Provide printed location records to clearly identify the location of each defect, or lateral connection, in relation to adjacent manholes, using a standard stationing system zeroed on the upstream manhole. Record all information requested using proper NASSCO PACP defect codes. The reports shall include at least the minimum amount of information required by PACP, including required PACP header information. Color still shot images of all defects encountered shall be included with each pipe segment.

3.4.2 *Electronic Inspection Reports* –

3.4.2.1 Provide a NASSCO PACP v4.2 certified database listing all PACP required data

fields for each pipe segment. The provided database shall be in ".mdb" format with no password protection on the file.

3.4.2.2 For each type of CCTV deliverable (Pre-Construction, Post-Construction, Warranty), provide a single database containing all the inspections for the Project.

3.4.2.3 Post Construction deliverables will contain a single inspection for each asset, inspected upon completion of all non-warranty Work on the asset.

3.4.2.3.1 Submit two inspection records for a single asset only if the asset cannot be completely inspected from one side due to the physical condition of the pipe. Properly use the PACP "MSA" coding for each such inspection record.

3.4.3 *Inspection Recordings* –

3.4.3.1 Provide digital inspection recordings for all recordings, unless otherwise specified in paragraph 3.4.4.

3.4.3.2 Recording shall be of a quality sufficient for Engineer to evaluate the condition of the sewer or storm drain, locate the service connections, and verify cleaning. If CITY determines that the quality is not sufficient, re-televise the sewer or storm drain segment and provide a new recording and report at no additional compensation. Camera distortions, inadequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection. Payment for televised inspection will not be made until CITY approves the recordings and reports.

3.4.3.3 Only pipe segments from the same Project shall be included on a given hard drive. Multiple deliverable types may be included on a given hard drive, but the files must be organized in individual project folders. TV Inspection recordings shall not be edited.

3.4.3.4 Digital recordings: Each pipe segment must be its own electronic file. Electronic recording file must allow snap scrolling to allow easy and quick access of the entire recording.

3.4.3.5 Each hard drive must have a file index whose name contains the pipe segment reference number.

3.4.3.6 Maintain a master copy of all recordings and Inspection Reports for two years after delivery of reports and recordings.

3.4.3.7 Label each hard drive with the following information:

3.4.3.7.1 File Number
3.4.3.7.2 Contractor's Name
3.4.3.7.3 Project Name
3.4.3.7.4 Contract Number
3.4.3.7.5 Drawing Number
3.4.3.7.6 Inspection Type: Post Cleaning, Repair
3.4.3.7.7 Date Televised
3.4.3.7.8 Pipe Segment Asset Identification Number

3.4.4 *Inspection* – Inspection deliverables for different types of inspections are defined below:

3.4.4.1 *Pre-Construction Inspection* – One copy on a USB 2.0 external hard drive of PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

3.4.4.2 *Post-Construction Inspection* –

3.4.4.2.1 Two copies of Written Inspection Reports in bound report with project name on binder spine. Reports to be filed in ascending order by upper manhole number.

3.4.4.2.2 One copy on a USB 2.0 external hard drive of the PACP formatted database including, but not limited to, digital inspection recordings, defect call-out tables, defect snapshots, notes fields and asset condition reports.

+ + END OF SECTION + +

ATTACHMENT 'A'

SECTION 02760
CLEANING OF SEWERS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to clean the pipelines.

B. The cleaning Work required includes, but is not limited to, the following:

1. Field locating all manholes or inlets along the sewer or storm drain reaches to be cleaned.
2. Cleaning of existing sanitary sewers or storm drain.
3. Cutting of roots, grease, intruding sealing ring material and objects wedged in pipe joints from existing sanitary sewers or storm drain.
4. Removal of debris from the sewers and storm drains.
5. Disposal of waste and sediment.
6. Cleaning up as the Work progresses and after the completion of all Work activities.
7. All other Work required for the complete and satisfactory cleaning of the pipelines.

1.2 DEFINITIONS

A. Normal cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe, manholes or inlets in 1 to 3 complete passes of the nozzle.

B. Root cutting and grease cutting – removal of roots larger than fine roots (as defined by PACP), hardened grease and intruding sealing ring material using cutting device.

C. Heavy cleaning – cleaning accomplished using water jets to scour and remove debris, grease, etc. from pipe in 4 to 8 complete passes of the nozzle.

1.3 RELATED SECTIONS

A. Section 02651, Television Inspection.

1.4 GENERAL PRECAUTIONS

A. This Contract requires work in active sewers and storm drains. Adhere to all federal, state, and local requirements for safety in confined spaces.

B. Take precautions to protect sewer mains, storm drains, laterals and manholes from damage that might be inflicted by the improper selection of the cleaning process or improper use of the equipment.

C. When using hydraulically propelled devices, take precautions to ensure that the water pressure created does not cause damage or flooding to public or private property.

D. Do not surcharge the sewer or storm drain beyond the elevation that could cause overflow of sewage into area waterways, homes, or buildings or onto the ground.

E. Some of the manholes accessing sections of the sewer and storm drains included in this work are located outside the right-of- way. For Work located outside the right-of-way, Limits of Construction will be provided on maps. Do not encroach on lands outside the designated Limits of Construction at any time during the Work.

F. Restore or repair any facility, public or private, which is damaged by CONTRACTOR actions at no cost to OWNER.

1.5 SUBMITTALS

A. Specifications of the sewer and storm drain cleaning equipment, including performance data on pump, hose diameter and length, tank capacity, and intended nozzles and root cutters, to be used on the job. Provide a chart that shows hose length and diameter versus volume and pressure.

B. Specifications on the equipment to be used to remove sediment and debris at the downstream manhole of each reach to be cleaned.

1.6 QUALIFICATIONS

A. CONTRACTOR shall have experience in the cleaning of sewers and storm drains. Documentation of experience shall be furnished to the CITY upon request.

PART 2 - PRODUCTS

2.1 MAINLINE SEWER CLEANING EQUIPMENT

A. Sewer cleaning equipment shall consist of truck-mounted, high velocity hydro-cleaning equipment. The equipment shall be provided with a minimum of 500 feet of one-inch inner diameter high-pressure hose with a selection of high velocity nozzles, as required for the cleaning operation. The various nozzles shall produce a scouring action from 10 to 45 degrees in all size sewers to be cleaned. Use nozzles matched to the pumps and the site-specific cleaning requirements. Mount all nozzles with skids. A tiger tail or boot or downhole roller is required. A pressure gauge shall show operating pressure and a flow meter shall show flow rate. A table to translate shown pressures to delivery pressure shall accompany each cleaner unit.

B. The pumps shall be capable of delivering a minimum 60 gpm at 2,000 psi at the nozzle head. A relief valve shall regulate pressure to the nozzle. The unit shall carry its own water tank, minimum of 1,000 gallons, auxiliary engines and pumps, and a hydraulically-driven hose reel.

C. All controls shall be located so that the equipment can be operated above ground.

D. Include appropriate adaptors, hoses and nozzles for cleaning laterals from mainline sewer.

2.2 VACUUM EQUIPMENT

A. Provide equipment capable of removing all sand, dirt, rocks, roots, and other debris from the sewer and manhole.

B. Provide screens to prevent scoured debris from migrating downstream of the limits of the Work.

+ + END OF SECTION + +

ATTACHMENT 'A'

Bond No. BID

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Advanced Pace Technologies, LLC d/b/a Advanced Plumbing Technology

as Principal hereinafter called the Principal, and Old Republic Surety Company

a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto City of Milton

as Obligee, hereinafter called the Obligee, in the sum of 5% of the contract price

Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB 2021.02 Cured-In-Place Pipe

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of March, 2021

Witness

Advanced Pace Technologies, LLC d/b/a Advanced Plumbing
Principal (Seal)

By: Taylor Yarkosky - CEO
Name/Title

Witness

Old Republic Surety Company
Surety (Seal)

By: L Samir Jallad
Attorney-in-Fact

ORSC 21328 (5/97)

ATTACHMENT 'A'

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

L. SAMIR JALLAD of MAITLAND, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of April, 2020.

OLD REPUBLIC INSURANCE COMPANY

Sheila M. Applegate
Assistant Secretary

SEAL

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of April, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

SEAL

Signed and sealed at the City of Brookfield, WI this 5th day of March, 2021.

Sheila M. Applegate
Assistant Secretary

92-2921

ORSC 11008 (6-93)

ATTACHMENT 'A'

APT
ADVANCED PLUMBING TECHNOLOGY

Licensed Contractor:
CGC1524334 • CCC1330984
CBC1258589 • CFC1430312 • H15001 • H17592

Municipal/Industrial/ Commercial Pipe Investigating, Cleaning and CIPP/Lining Services

Storm and sewer lateral and mainline CIPP (cured in place pipe) lining using water cured method. We also provide air/steam cured method.

Storm and sewer CCTV video inspections

Storm and sewer pipe/drain cleaning services

Storm and sewer service reinstatements

Heavy cleaning services (concrete & heavy debris removal)

Drain system video inspection

Mainline, branch line, and vent stack descaling and cleaning

Vent stack lining using Bluelight UV Curing process

Mainline lining using Bluelight UV Curing process

Branch line lining using ambient curing process

Vent Stack epoxy brush/ spray coating

Branch line epoxy brush/ spray coating

Mainline epoxy brush/ spray coating

EQUIPMENT

- Rush-Overland Generation II Superlift water inversion mainline Boiler system – Odessa, TX USA
- Cues "PACP" CCTV camera/cutter truck – Orlando, FL USA
- Schwalm USA robotic cutters – Greenville, SC USA
- Permaliner F-10 & F-24 air inversion mainline systems – Plainfield, IL USA
- Vacuum trucks for pipe cleaning & debris removal – Mukwonago, WI USA
- Refrigerated truck for CIPP liner transport – Morgantown, PA USA
- Hammerhead Bluelight UV curing system – Lake Mills, WI USA
- Boldan and Permaliner ambient lining systems – Clearwater, FL USA
- Permaliner steam curing lining system – Clearwater, FL USA
- Picote Mini and Maxi Millers – Anderson, SC USA
- Picote cleaning tools for drain lines – Anderson, SC USA
- Ridgid Seesnake inspection camera systems – Elyria, OH USA

CERTIFICATIONS & LICENSES

- PACP • LACP • MACP
- CLASS A and B CDL Drivers w/ tanker and hazmat endorsements
- OSHA 40 HAZWOPER certifications
- Confined spaces certifications
- All MOT requirements are facilitated
- Licensed Home Inspector
- FL Licensed Certified General Contractor
- FL Licensed Certified Plumbing Contractor
- FL Licensed Certified Building Contractor
- FL Licensed Certified Roofing Contractor
- Picote drain cleaning and brushcoating
- Permaliner CIPP lining (steam and ambient curing)
- Hammerhead Bluelight UV Lining Certification

Advanced Plumbing Technology
638 E. Highway 50 · Clermont, FL 34711 · 866-739-3734

ATTACHMENT 'A'

Our equipment is manufactured in the USA

APT
ADVANCED PLUMBING TECHNOLOGY

Licensed Contractor:
CGC1524334 • CCC1330984
CBC1258589 • CFC1430312 • H15001 • H17592

638 E. Highway 50, Clermont, FL 34711 • 352-593-5140

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: February 14, 2022

From: James Williams, (Finance Director)

Subject: Resolution expressing the intent of the City of Leesburg, Florida to incur costs related to its Water and Sewer System; Expressing the intent for purposes of compliance with United States Treasury Regulation Section 1.150-2 to Reimburse with the Proceeds of Revenue Bonds the Capital Expenditures made with Respect to such project; providing for the Issuance by the City of Notes, Bonds, or other Obligations in one or more series of Aggregate Principal amount not exceeding $40,000,000 of which shall be applied to pay the cost of such project; and providing an effective date. (Phase II Wastewater Turnpike Expansion project)

Staff Recommendation:
Approve the resolution to reimburse expenditures made for the Phase II Wastewater Turnpike Expansion project prior to debt issuance.

Analysis:
Federal and State law allow for the reimbursement fo project expenses in certain instances prior to the issuance of related debt. This resolution anticipates expenditures prior to the issuance of up to $40,000,000 in debt and allow the City to reimburse itself for those costs. The costs could include: attorney fees, engineering fees, mobilization fees, etc.

Procurement Analysis:
N/A

Options:
1. Approved amending the resolution, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

Submission Date and Time: 2/9/2022 12:42:29 PM

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF LEESBURG, FLORIDA TO INCUR COSTS RELATED TO ITS WATER AND SEWER SYSTEM; EXPRESSING THE INTENT FOR PURPOSES OF COMPLIANCE WITH UNITED STATES TREASURY REGULATION SECTION 1.150-2 TO REIMBURSE WITH THE PROCEEDS OF REVENUE BONDS THE CAPITAL EXPENDITURES MADE WITH RESPECT TO SUCH PROJECT; PROVIDING FOR THE ISSUANCE BY THE CITY OF NOTES, BONDS OR OTHER OBLIGATIONS IN ONE OR MORE SERIES AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $40,000,000 OF WHICH SHALL BE APPLIED TO PAY THE COST OF SUCH PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg, Florida (the "City") intends to finance cost the cost of the acquisition, construction and equipping of the expansion of a wastewater treatment plant (the "Project"), and financing costs of such Project with a portion of the proceeds of revenue bonds, notes or other debt obligations to be issued in the future in one or more series, all or a portion of which may be issued as bonds the interest on which is excludable from gross income of the holders thereof for federal income tax purposes with a principal amount of such Bonds not exceeding $40,000,000 to be expended with respect to the Project (the "Bonds"); and

WHEREAS, the City expects to pay on or after the date of this Resolution and before the issuance of the Bonds certain costs of the Project with funds other than proceeds of the Bonds (the "Advanced Funds");

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the City's Charter and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The City hereby finds, determines and declares as follows:

A. The City is authorized under law, including, without limitation, the Act, to issue the Bonds, Notes or other debt obligations for the valid public purpose of paying the cost of the Project.

B. It is necessary, desirable, convenient and in the interest of the City that the Project be acquired and financed as contemplated in this Resolution.

C. The City intends to finance the cost of the Project with the proceeds of its Bonds, Notes or other debt obligations to be issued in the future in one or more series.

D. The City expects to pay or reimburse certain costs of the Project from the Bonds, Notes or other debt obligations and it is anticipated that the interest on all or a portion of such

Bonds, Note or other debt obligation shall be excludable from gross income of the holders thereof for federal income tax purposes.

SECTION 3. EXPRESSION OF INTENT. The City reasonably expects to use proceeds of the Bonds, Note or other debt obligation to reimburse itself for all expenditures described herein made with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the contemplation of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

SECTION 4. MAXIMUM AMOUNT OF DEBT. The maximum principal amount of the portion of Bonds, Note or other debt obligation expected to be issued to finance the cost of the Project is $40,000,000.

SECTION 5. EXPENDITURES TO BE REIMBURSED. All of the expenditures initially to be made with the Advanced Funds and then to be reimbursed by the City from proceeds of the Bonds, Note or other debt obligation will be for costs of the Project of a type constituting capital expenditures or preliminary expenditures relating to the Project or costs of issuing the debt.

SECTION 6. FURTHER ACTION. The officers and employees of the City are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or necessary or convenient to the issuance of the Bonds as provided herein.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND CERTIFIED AS TO PASSAGE this ____ day of _____, 2021.

CITY OF LEESBURG, FLORIDA

By:_____
Mayor

ATTEST:

By:_____
Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

By:_____
City Attorney

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: February 14, 2022

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolutions authorizing the execution of a professional services contract amendment and a construction services contract amendment for the Phase 2 expansion of the Turnpike Wastewater Treatement Facility.

Staff Recommendation:
Staff recommends approval of both resolutions necessary for the phase 2 expansion of the Turnpike Wastewater Treatement Facility (WWTF).

Analysis:
The purpose of these items is to contract with the design professional, Dewberry Hydro, and the Construction Manager at Risk (CMAR), Wharton-Smith, to provide services necessary for the phase 2 expansion of the Turnpike WWTF.

Dewberry Hydro is the engineer of record for the phase 1 Turnpke WWTF expansion. This amendment will amend the original Professional Services Agreement to add the necessary scope to design the phase 2 expansion. Wharton-Smith is the Construction Manager at Risk for phase 1 of the project. This pre-construction services agreement will allow them to perform the CMAR pre-construction services as the phase 2 expansion is being designed by Dewberry Hyrdro.

Procurement Analysis:
Procurement has reviewed each of these items and has determined them to be acceptable. The Amendment to the Dewberry Hyrdo Agreement expands the same scope of work as in the original contract. Adding additional scope for the design of phase 2 is a reasonable and acceptable change without having to resolicit for professional services.

Having Wharton-Smith serve as the CMAR on phase 2 is acceptable as the City stated in the original Request for Qualifications that the selected CMAR would be eligible to be awarded phase 2 should the City choose to proceed with a second expansion to the Turnipke WWTF.

Costs
Professional Services - ***Dewberry Hydro*** **= $2,428,370.00**
CMAR Pre-Construction Services - ***Wharton-Smith, Inc.*** **= $148,381.00**

Options:

1. Approve the resolutions as presented approving the Amendment with Dewberry Hydro and the Pre-Construciton Services Agreement with Wharton-Smith, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding is available in the current fiscal year to begin Phase 2 of the Turnpike WWTF expansion.

Account No.	044-4099-535.31-30 044-4099-535.31-30
Project No.	ARPACT 440006
WF No.	WF1395953 / 001
Requisition	54103 & 54105
Budget	$6,400,000
Available	$6,400,000

Submission Date and Time: 2/9/2022 12:44:48 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO AN EXISTING PROFESSIONAL SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC. D/B/A DEWBERRY | HYRDO FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO THE TURNPIKE WASTEWATER TREATEMENT FACILITY PHASE 2 EXPANSION FOR AN AMOUNT NOT TO EXCEED $2,428,370.00; 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 Amendment 4 to an existing Professional Services Agreement with DEWBERRY ENGINEERS, INC. d/ab/a Dewberry | Hydro whose address is 202 Lake Miriam Drive, Sutite E1, Lakeland, Florida 33813 for professional engineering services on the City's Turnpike Wastewater Treatement Facility Phase 2 Expansion project.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT FOUR TO AN
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT is made as of the 14th day of February in the year 2022, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **DEWBERRY ENGINEERS, INC. d/b/a Dewberry | Hydro** whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813 (hereinafter referred to as the "PROFESSIONAL" or "CONSULTANT").

WITNESSETH:

WHEREAS, on January 28, 2019, pursuant to resolution 10344 the CITY and PROFESSIONAL entered into an Agreement ("Original Agreement") for professional design services for the Turnpike Water Treatment Facility Capacity Study and Expansion Design. The Agreement is referenced herein as though set forth in full text.

WHEREAS, on October 14, 2019 the CITY and PROFESSIONAL executed Amendment 1 to the Agreement.

WHEREAS, on February 10, 2020 the CITY and PROFESSIONAL executed Amendment 2 to the Agreement.

WHEREAS, on July 26, 2021 the CITY and PROFESSIONAL executed Amendment 3 to the Agreement.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into an Amendment Number 4 ("Amendment") to the Original Agreement, modifying said Agreement as described herein.

WHEREAS, the Original Agreement, all Amendments including this forth amendment an all future Amendments comprise the full Agreement between the parties.

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

1. **RECITALS**

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

2. **AMENDMENT**

a. Scope of Services. The Parties agree to amend the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL's proposal included as Attachment 'A' for the:

TURNPIKE WASTEWATER TREATMENT FACILITY PHASE 2 EXPANSION FROM 4.5 MGD TO 6.0 MGD

Generally, additional Professional Services added by this Amendment are related to a second Phase 2 expansion of the Turnpike Wastewater Treatment Facility.

3. **COMPENSATION**

The PROFESSIONAL shall perform the additional Professional Services related to this Amendment 4 for an amount not to exceed **$2,428,370.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving additional Services and additional compensation. The total Compensation including the original Agreement and Amendments are restated here:

Original Agreement – $788,020.00
Amendment One – $24,947.50
Amendment Two – $258,991.35
Amendment Three – $87,380.70
Amendment Four – $2,428,370.00
Total Compensation - $3,587,709.55

4. **MODIFICATION**

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the CITY and PROFESSIONAL other than as defined above.

[Signature page follows.]

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

DEWBERRY ENGINEERS, INC.
d/b/a DEWBERRY | HYDRO

By: _____

Title: _____

THE CITY OF LEESBURG, FLORIDA

By: _____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

ATTACHMENT 'A'
Amendment 4

CITY OF LEESBURG, FLORIDA
DEWBERRY ENGINEERS INC.
TURNPIKE WASTEWATER TREATMENT FACILITY WASTEWATER CAPACITY STUDY AND EXPANSION DESIGN: PHASE 2 EXPANSION FROM 4.5 MGD TO 6.0 MGD

A. PROJECT BACKGROUND AND DESCRIPTION

The City of Leesburg, FL (CITY) owns and operates the Turnpike Wastewater Treatment Facility (Turnpike WWTF). Due to anticipated increased wastewater flow, strength, and reclaimed water demands associated with the proposed developments within the service area, the CITY plans to upgrade the Turnpike WWTF capacity. Dewberry Engineers Inc. (CONSULTANT) was selected to provide services to expand the facility from the Phase 1 capacity of 4.5 million gallons per day (mgd) annual average daily flow (AADF) to 6.0 mgd AADF. This scope does not include master planning the site for the future expansion to 7.5 mgd.

Under Phase 2, a conceptual master plan to include final buildout will be developed, final design of 6.0 mgd capacity will contain basis of design, design documents and construction services for the expansion from 4.5 mgd to 6.0 mgd. The construction phase will be through a construction management at risk (CMAR) delivery method. The CITY has selected Wharton Smith, Inc. as the CMAR for this project. This scope is focused on Phase 2. Master Planning, design and buildout to final capacity will be evaluated under future scope of services.

B. SCOPE OF SERVICES

Upon authorization to proceed from the CITY, the CONSULTANT will provide the following identified services.

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management

This task consists of overall management of the project including contract administration, budget management, invoicing, status reports, project scheduling and coordination with the CITY and CONSULTANT's sub-consultants. Meetings for this project are listed with their associated tasks.

PHASE 200 – INVESTIGATE FUNDING AVAILABILITY

Task 201 – Investigate Grants and other Funding options for the Turnpike WWTF Upgrades

The CONSULTANT shall reach out to agencies to discuss potential grants or other funding opportunities that would assist the CITY with funding the upgrade improvements. Agencies that the CONSULTANT will discuss the project to include, but are not limited to, the Florida Department of Environmental Protection (FDEP) and the SJRWMD. This scope only includes identification of funding sources, up to 2 meetings with each agency. Once the funding opportunities are identified any funding applications will be filled out.

PHASE 300 – BASIS OF DESIGN REPORT

Task 301 – Preliminary Design Process Workshops

The CONSULTANT will prepare for and present findings at approximately the 20 and 40 percent design levels to the CMAR to discuss overall modifications to the facility. The CONSULTANT shall utilize population and flow projections previously analyzed as part of the Turnpike WWTF Sampling Evaluation. The CONSULTANT will provide the following findings in a PowerPoint presentation:

- Facility hydraulic evaluation of the liquid stream process for the 6.0 mgd AADF design
- Process flow diagram with mass balance for the 6.0 mgd AADF design
- Preliminary Treatment Structure for the 6.0 mgd AADF design
- SBR Process and Decanting System for the 6.0 mgd AADF design
- Decant Pump Station Expansion for the 6.0 mgd AADF design
- Chlorine Contact Chamber Expansion for the 6.0 mgd AADF
- Effluent Transfer Pump Station Expansion for the 6.0 mgd AADF
- Biosolids Management and Dewatering for the 6.0 mgd AADF design

The discussion at the workshops will be documented in meeting minutes to identify construction concern and long lead equipment items.

Task 302 – Draft Preliminary Design Report Phase 2

The CONSULTANT will prepare a basis of design report that includes design upgrades to the Turnpike WWTF for 6.0 million gallons per day (mgd) annual average daily flow (AADF) utilizing the existing data noted in Task 201 and 202. This task includes a review of wastewater characteristics including historical data and proposed data to determine anticipated blended loadings from the future developments. This report will provide an update to the design loadings to update the proposed improvements. A process evaluation review will be included to identify if the improvements will provide advantages to the CITY as part of the initial and future upgrades.

The initial design improvements anticipated for the upgrades to 6.0 mgd AADF include the following modifications:

- Headwork Facility – Evaluate required upgrades the Headworks Facility, add one (1) new mechanical screen and grit removal system. Evaluate existing screen for replacement.
- Sequence Batch Reactor (SBR) and Decant Basins – Upgrade and addition of two (2) new SBR basins and associated equipment, decant equalization basin improvements, decant pump upgrades.
- Filters – Provide one (1) additional Disk Filter unit for a total of three (3).
- Chlorine Contact Tank (CCT) – Upgrade the CCT capacity, provide additional CCT adjacent to existing facility.
- Effluent Transfer Pump Station (ETPS) – Provide additional pump in existing structure. Upsize transfer piping to storage and reject ponds.
- Chemical Disinfection System – Evaluate addition of one (1) storage tank and pump skid system.
- Dewatering Facility – Upgrade and provide one (1) additional Belt Filter Press Unit at the dewatering facility.
- Site Civil Improvements – Include upgrades to the in-plant gravity system, new in-plant lift station and site grading.
- Stormwater Improvements – Evaluate stormwater pond capacity and increase volume as required for ultimate buildout.
- Electrical and Control Upgrades – Electrical upgrades associated with above mentioned improvements are listed below:
    - Remove and upgrade existing switchgear in SBR electrical room.

- New electrical building near existing generator. Electrical Gear to meet Class 1 single line diagrams.
- Provide 750kW generator in addition to existing Genset, both generators to be connected to new switchgear.
- Construct electrical building near proposed SBR-5.
- Extend fiber ring to proposed SBR-5 and SBR-6.

Future expansion and planning are not included in this scope, and will will not be evaluated under a separate phase.

The Phase 2 table of contents will consist of the following efforts at design capacity of 6.0 mgd AADF

- Section 1 Introduction/Background
- Section 2 Existing Facilities/Conditions
- Section 3 Design Conditions
  - Organic and nutrient loadings for both the 6.0 mgd AADF design and based on the evaluation presented to the CITY in July 2021,
  - Flow conditions and projections will be prepared by the CONSULTANT
- Section 4 Process Design/Evaluation/Reclaimed System
  - Facility hydraulic evaluation of the liquid stream process for the 6.0 mgd AADF design
  - Process flow diagram with mass balance for the 6.0 mgd AADF design
  - Preliminary Treatment Structure for the 6.0 mgd AADF design
  - SBR Process and Decanting System for the 6.0 mgd AADF design
  - Decant Pump Station Expansion for the 6.0 mgd AADF design
  - Chlorine Contact Chamber Expansion for the 6.0 mgd AADF design
  - Effluent Transfer Pump Station Expansion for the 6.0 mgd AADF design
  - Biosolids Management and Dewatering for the 6.0 mgd AADF design
  - Wet Weather Storage and Effluent Disposal Analysis
    - The CONSULTANT will analyze the wet weather storage capacity for the CITY's effluent system. This will involve evaluating both the Canal Street and Turnpike WWTFs since the wet weather storage and disposals are combined within the Canal Street WWTF FDEP operations permit for the 6.0 mgd AADF design.
- Section 5 Site Civil/Environmental
- Section 6 Structural Design
- Section 7 Electrical Design
- Section 8 Instrumentation Design
- Section 9 Estimate of Probable Construction Costs

The CONSULTANT will provide the draft and final sections for the Phase 2 report. The CONSULTANT will provide the following figures for the report (Estimated 50% Level) for design capacity of 6.0 mgd AADF:

- Proposed Hydraulic Profile
- Proposed Process Diagram
- Proposed Site Layout and Major Yard Piping
- Preliminary Treatment Structure Modifications
- SBR and Decant Modifications
- Filter Modifications
- Chlorine Contact Tank
- Effluent Transfer Station Modifications
- Disinfection Chemical System Modifications

- Biosolids Management Modifications
- Electrical Single Line Diagram
- New Electrical Building Layout (SBR)
- New Backup Generator Layout

Task 303 –Draft Preliminary Design Report Review Meeting

The CONSULTANT will prepare for and attend one (1) draft design review meetings to receive comments from the CITY and CMAR for the preliminary design report.

Task 304 – Final Preliminary Design Report Phase 2

Following the Preliminary Design Report review meeting, the CONSULTANT will finalize the basis of design report that includes design upgrades to the Turnpike WWTF for 6.0 million gallons per day (mgd) annual average daily flow (AADF) utilizing the capacity determined in Task 201 and 202. The table of contents and figures will be those outlined in Task 404.

Task 305 – Preliminary Design Report Review Meetings

The CONSULTANT will prepare for and attend one (1) design review meetings to receive comments from the CITY and CMAR for the preliminary design report.

PHASE 400 – FINAL DESIGN DOCUMENTS

The CONSULTANT will prepare and submit final design documents for the expansion of the Turnpike WWTF from 4.5 MGD to 6.0 MGD. The following items are anticipated for the design package:

- Headworks Facility – Upgrades to the Headworks Facility, add one (1) new mechanical screen and grit removal system. Evaluate existing screen for replacement.
- Sequence Batch Reactor (SBR) and Decant Basins – Upgrade and addition of two (2) new SBR basins and associated equipment, decant equalization basin improvements, decant pump upgrades.
- Filters – Provide one (1) additional Disk Filter unit for a total of three (3).
- Chlorine Contact Tank (CCT) – Upgrade the CCT capacity my providing additional channel length.
- Effluent Transfer Pump Station (ETPS) – Provide additional Pump in existing structure. Upsize transfer piping to storage and reject ponds.
- Chemical Disinfection System – Evaluate addition of one (1) storage tank and pump skid system.
- Dewatering Facility – Upgrade and provide one (1) additional Belt Filter Press Unit at the dewatering facility.
- Site Civil Improvements – Include upgrades to the in-plant gravity system, new in-plant lift station and site grading.
- Stormwater Improvements – Evaluate stormwater pond capacity and increase volume as required for ultimate buildout.
- Electrical Upgrades – Electrical upgrades associated with above mentioned improvements.

Task 401 – 75% Design Documents

The CONSULTANT will prepare and submit 75% design documents, consisting of the following:

1. Design drawings, consisting of three (3) half-size set of drawings to scale, and one (1) electronic copy in PDF format.

2. Technical specifications, consisting of three (3) bound copies and one (1) electronic copy in PDF format.
3. One (1) copy of a preliminary Engineer's Opinion of Probable Construction Cost (EOPCC).

The 75% drawings will identify and quantify permanent and temporary easements that will be required to support construction, operation, and maintenance of the improvements. Additionally, the CONSULTANT shall clearly list any variations from the USSM and the rationale for each variation.

Task 402 –75% Design Review Meeting

The CONSULTANT will prepare and attend one (1) design review meeting with the CITY to receive their comments. CONSULTANT will receive all written CITY comments from the CONSULTANT. At the conclusion of the 75% design meeting the CMAR will use the information to prepurchase long lead item equipment.

Task 403 – 100% Design Documents (Bid Documents)

The CONSULTANT will prepare and submit 100 percent design documents based on the design provided at the 75 percent with the written comments provided by the CITY.

The 100 percent documents will be bid ready documents to be used by the CMAR to develop the final guaranteed maximum price. The following deliverables shall be provided to the CITY.

1. One (1) copy of a tabular summary of the CONSULTANT's responses to comments provided by the CITY for the 50% design submittal.
2. Design drawings, consisting of three (3) half size set of drawings to scale, and one (1) electronic copy in PDF format.
3. Technical specifications, consisting of three (3) bound copies and one (1) electronic copy in PDF format.
4. One (1) copy of a final EOPCC. If the EOPCC varies by more than 30% from the 75% design EOPCC, the CONSULTANT shall provide the rationale for the difference in cost.

Task 404 – CMAR Design Review Meetings

It is anticipated the CMAR will conduct a review of the 75 percent design documents.

The CONSULTANT will prepare for and attend one (1) design review meetings to present and respond to questions with the CMAR and CITY related to the overall design.

PHASE 500 – PERMITTING

Task 501 – FDEP Major Permit Modification

The CONSULTANT will provide services to update the Florida Department of Environmental Protection (FDEP) operations permit for the 6.0 mgd AADF expansion. This permitting effort is anticipated to be completed as a major permit modification. The SUBCONSULTANT with the CONSULTANT and CITY will meet with FDEP in one pre-application meeting to discuss the proposed modifications.

The CONSULTANT will develop the permit modification package which is anticipated to include:

FDEP Form 1

FDEP Form 2 with appropriate attachments
Final Preliminary Design Report (Task 401)

The CONSULTANT will respond to one (1) request for additional information (RAI).

It is anticipated that permitting of the final buildout expansion will be completed in the second phase scope of services and not included within this effort.

Task 502 – Building Department Permit

The CONSULTANT will assist in providing signed and sealed documents of the final design deliverables identified in Task 502 to the CONSULTANT for permit package to the building department for review. It is assumed that the permit package will be provided for review concurrent with the bidding phase effort and the awarded contractor will finalize the permit process.

The CONSULTANT will attend one (1) pre-submittal meeting with the CITY and SUBCONSULTANT and the building department to review the project prior to permit application submittal. The SUBCONSULTANT and CONSULTANT will respond to one (1) Request for Additional Information (RAI) from the building department for questions related to the design services.

Task 503 – Environmental Resource Permit (ERP)

The CONSULTANT shall prepare and submit the ERP application to the Florida Department of Environmental Protection (FDEP) for the stormwater system and any wetlands impacts.

The CONSULTANT shall prepare and attend one (1) pre-application meeting with FDEP. The CONSULTANT shall prepare and submit up to two (2) RAI's unless otherwise required to address error and/or omissions of the CONSULTANT in preparing and submitting requisite application documents. All permitting fees are to be paid for by the CITY.

PHASE 600 – ENVIRONMENTAL REVIEW

Task 601 – Site Review and Constraints Report (Optional – If Needed)

The CONSULTANT will perform and environmental review within the potential facility expansion area. General environmental review services include Wetland systems that encroach upon the western edge, and east of the existing stormwater pond of the review area will be field delineated and Global Positioning System (GPS) recorded pursuant to the 62-340 Florida Administrative Code (F.A.C.) and 1987 Army Corps of Engineers (ACOE) Wetland Delineation Manual (Regional Supplement-November 2010), for planning purposes. Data and observations collected during the field visit will be submitted within an Environmental Constraints Report.

PHASE 700 – BIDDING PHASE

The CONSULTANT will assist with the procurement/bidding phase effort with the 6.0 mgd AADF expansion. It is anticipated that the CMAR will produce separate sets of packages at the 75 percent design for the long lead equipment packages. The final GMP effort will occur after the 100 percent documents are completed.

Task 701 – Long Lead Equipment Package Procurement

It is assumed that the CMAR will produce separate procurement packages for the long lead equipment proposed for the 6.0 mgd AADF expansion. The CONSULTANT will assist in the following anticipated packages:

- Preliminary treatment screenings package
- Preliminary treatment grit removal package
- SBR aeration blower package
- SBR diffuser/jet header package
- Vertical Turbine Pump Package
- Cloth Media Disk Filter Package
- Dewatering belt filter press package

CONSULTANT will provide the following assistance for each of the above packages:

- Develop 75 percent drawings and specifications for use in the procurement
- Respond to bidder questions and provide subsequent addenda (assume total of 2 addenda) for each package
- Review results and provide equipment recommendation.

Task 702 –GMP Procurement Assistance

CONSULTANT will provide assistance during the GMP process with the 100 percent documents. The following tasks are assumed:

- Respond to questions and provide updated documents for addendum developed by the CMAR. Assume a total of two addenda for the GMP process.
- Review final bids and provide recommendation for final equipment.

Task 703 – Bid Addenda

CONSULTANT shall prepare bid addenda as required to address/respond to questions and comments submitted to the CITY by prospective bidders. For purposes of this Agreement, it is assumed no more than the following addenda will be prepared.

- Long Lead Equipment Packages – Assumes no more than two (2) addenda shall be prepared for each package.
- GMP Procurement Assistance – Assumes a total of two (2) addenda be prepared for the GMP process.

PHASE 800 – CONSTRUCTION PHASE SERVICES

Task 801 – Pre-Construction Meeting

CONSULTANT shall attend one (1) on site pre-construction meeting to be conducted by the CMAR.

Task 802 – Preliminary Matters and Contract Documents

CONSULTANT shall provide one (1) signed and sealed set of conformed construction drawings (1 full size set, one half size set and one electronic copy, in pdf format, of conformed construction drawings) and technical specifications (1 hard copy and one (1) electronic copy, in pdf format) for distribution to the CITY. CONSULTANT shall provide the contractor the required number of signed and sealed documents

in accordance with the bid documents. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

Task 803 – Shop Drawing Review

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. CONSULTANT shall conduct up to three hundred-fifty (350) reviews of shop drawing, including of initial and re-reviews.

Task 804 – Construction Progress Meetings

Attend twenty (20) construction progress meetings for an anticipated twenty (20) month construction period.

Task 805 – Construction Site Visits

CONSULTANT's Engineer of Record (EOR), or designated representative, will visit the site at intervals deemed appropriate by CONSULTANT to review the construction of the Project for general conformance with Contract Documents.

Months	Visits	Cumulative Visits
1 through 4	8	8
5 through 16	96	104
17 through 20	16	120

Task 806 – Applications for Payment

The CONSULTANT is not scoped to review Payment Applications, it is expected that the CITY will review payment applications submitted by the CMAR. The CONSULTANT is available to review payment applications for the CITY should assistance be required. An additional fee for these services would be developed should services be requested.

Task 807 – Requests for Information (RFIs)

Review RFIs submitted by the contractor and provide written responses to the contractor. CONSULTANT shall maintain an RFI log for the PROJECT. It is anticipated that CONSULTANT will review up to fifty (50) RFI's.

Task 808 – Change Orders/Contingency Releases/Allowance Authorization Releases (AARs)

CONSULTANT will review requests from the contractor for changes in Contract Price or Contract Time and provide written comments to the contractor and the CITY. If acceptable, CONSULTANT will prepare a written Change Order to be signed by CONSULTANT and the contractor and submitted to the CITY for approval. This task includes the review of Allowance Authorization Releases (AAR's) and contingency releases. CONSULTANT shall review up to three (3) change orders or contingency/AAR.

Task 809 – Start-Up Services

The design team will provide on-site personnel to oversee start-up of the critical components of the WWTF up to ten (10) days. This task only includes the review of start-up procedures and results and does not

include any training, data collection or start-up procedures. The anticipated start-ups are for the phase 2 expansion are indicated below:

- Headworks Facility
- SBR -5 & 6 Pumps, Equipment, Electrical Integration
- Decant Pump Station Expansion
- Chlorine Contact Tank
- Effluent Transfer Pump Station
- Chemical Feed and Storage Facility
- Digester Facility and Equipment
- Belt Filter Press Equipment
- Electrical Building and Equipment

Task 810 – Substantial Completion

Upon written notification and receipt of a list of items to be completed/corrected from the contractor, CONSULTANT will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, CONSULTANT assumes that one (1) substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, CONSULTANT will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed/corrected.

Task 811 – Project Close-Out

Upon written notification from the contractor that the entire work is complete, CONSULTANT will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, CONSULTANT assumes that one (1) final completion site visit will be required. When the work is deemed to be complete by CONSULTANT and the CITY, CONSULTANT will review the contractor's final Application for Payment and accompanying documentation and provide a written recommendation of payment to the CITY. CONSULTANT will also give written notice to the CITY and the contractor that the work is acceptable subject to the provisions of the CITY'S General Conditions.

CONSULTANT will review contractor's as-built drawings for completeness and compliance with CITY requirements. This effort shall include the preparation of written comments for submission to the contractor based on CONSULTANT's review of the as-built drawings. CONSULTANT will prepare record drawings based on the contractor's as-built data. One (1) complete 22" x 34" set of draft record drawings shall be submitted to the CITY. CONSULTANT will incorporate all comments from the draft review, then submit signed and sealed electronic sets (PDF and AutoCAD) and one (1) signed and sealed 22" x 34" hard copy set of the record drawings to the CITY within 30 days of the receipt of the contractor's final as-built drawings and comments from the CITY.

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE

201	Investigate Grants & Other Funding Options	Preparation & attendance for up to two (2) meetings to include, but are not limited to, the FDEP and SJRWMD; If funding opportunities are identified applications will be prepared and submitted to each agency for funding.
301	Preliminary Design Workshop	Prepare for and attend meeting/workshop; issue minutes of meeting within 5 days of meeting.
302	Draft Preliminary Design Report Phase 2	Four (4) hard copies and one (1) electronic copy of the DRAFT
303	Preliminary Design Report Review Meeting	Prepare for an attend one (1) review meeting; issue minutes of meeting within 5 days of meeting.
304	Final Preliminary Design Report Phase 2	Four (4) hard copies and one (1) electronic copy of the Final
305	Preliminary Design Report Review Meeting	Prepare for an attend one (1) review meeting; issue minutes of meeting within 5 days of meeting.
401	75% Design Documents	Three (3) half-size set of drawings to scale, one (1) electronic copy in PDF format, technical specifications, consisting of three (3) bound copies and one (1) electronic copy in PDF format, one (1) copy of an EOPCC.
402	75% Design Review Meeting	Prepare for an attend one (1) review meeting; issue minutes of meeting within 5 days of meeting.
403	100% Design Documents (Bid Documents)	One (1) copy of a tabular summary of the CITY comments for the 50% design submittal, three (3) half size set of drawings to scale, and one (1) electronic copy in PDF format, technical specifications, consisting of three (3) bound copies and one (1) electronic copy in PDF format, one (1) copy of a final EOPCC.
404	CMAR Design Review Meeting	Prepare for and attend one (1) design review meetings to present and respond to questions with the CMAR and CITY related to the overall design.
501	Major Permit Modification	Develop and submit one major permit modification and one (1) meeting with the FDEP for a pre-application meeting.
502	Building Department Permit	Assist in providing signed and sealed 100 percent design documents for permit package to building department; attend one (1) pre-application with building department; respond to eon (1) RAI.
503	Environmental Resource Permit (ERP)	Develop and submit ERP application and prepare for one (1) pre-application meeting with FDEP
601	Site Review & Constraints Report	Delineation and flagging of on-site wetlands, develop an environmental constraints report summarizing the data and observations collected during the environmental field visit.
701	Bid Documents – Long Lead Equipment Package Procurement	Provide 75% level: one (1) half-size set of construction plans, and one (1) signed and sealed full-size set; one (1) copy of technical specifications, and one (1) signed and sealed; schedule of values and bid sheet (electronic only); scope of Work (separated out for advertisement); supplementary conditions (electronic only); engineer's Opinion of Probable Construction Cost.
702	GMP Procurement Assistance	Provide assistance during GMP process with 100% documents: one (1) half-size set of construction plans, and one (1) signed and sealed full-size set; one (1) copy of technical specifications, and one (1) signed and sealed; schedule of

		values and bid sheet (electronic only); scope of Work (separated out for advertisement); supplementary conditions (electronic only); engineer's Opinion of Probable Construction Cost.
703	Bid Addenda	Prepare up to two (2) addenda as required for each task 801 and 802 for a total of four (4).
801	Pre-Construction Meeting	Prepare for and attend one (1) on site pre-construction meeting to be conducted by the CMAR
802	Preliminary Matters & Contract Documents	Provide one (1) signed and sealed set of conformed construction drawings (1 full size set, one half size set and one electronic copy, in pdf format, of conformed construction drawings) and technical specifications (1 hard copy and one (1) electronic copy, in pdf format).
803	Shop Drawing Review	Conduct up to three hundred and fifty (350) shop drawings and other submittals for conformance to contract documents.
804	Construction Progress Meetings	Prepare for and attend up to twenty (20) progress meetings
805	Construction Site Visits	Attend up to fifty-six (56) construction site visits to review the construction.
806	Application for Payment	It is anticipated the CONSULTANT will not review application for payment. This task is to be performed between the CITY and the CMAR. Should services be requested by the CITY an additional task fee will be developed.
807	RFI's	Review up to fifty (50) RFI's submitted by contractor and provide a written response to each.
808	COs/CCRs/AARs	Review up to three (3) COs/CCRs/AARs submitted by contractor and provide written comments to the contractor and CITY.
810	Substantial Completion	Attend one (1) substantial completion site visit to review contractors work; will prepare and issue a certificate of substantial completion that shall be accompanied by a punch list to be completed or corrected to contractor and CITY.
811	Project Close-Out	Attend one (1) final completion site visit; prepare record drawings based on the contractor's as-built data; one (1) complete 22" x 34" set of draft record drawings; one (1) signed and sealed 22" x 34" hard copy set of the record drawings within 30 days of the receipt of the contractor's final as-built drawings and comments from the CITY.

D. SCHEDULE

CONSULTANT will proceed with the services identified in this Agreement immediately upon receipt of an executed copy of this Agreement and a formal Notice-to-Proceed from the CITY. The overall project schedule is for approximately thirty-two (32) months as shown in the Attachment, contingent on the CITY providing all necessary documentation within one (1) week of the Notice-to-Proceed, and CONSULTANT shall prepare and submit Agreement deliverables in accordance with mutually agreed deadlines and schedules.

E. COMPENSATION

ATTACHMENT 'A'
Amendment 4

This Agreement establishes a not-to-exceed cost of $2,503,085 (See Table). Compensation for the services performed under this Agreement shall be on a lump sum basis. Reimbursable expenses incurred in connection with this Agreement will be itemized and included in monthly invoices and are included in the not-to-exceed cost. This may include, but is not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping. Optional Services will be performed on an as needed basis and following CITY written approval.

Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction. In addition, all invoices shall be submitted with the Agreement number, purchase order (PO) number and the CITY Project Identification on the invoice.

Phase	Dewberry Hydro	SUB-CONSULTANTS	DH & SUB-CONSULTANTS
Phase 100 Project Management	$41,700	$45,570	$87,270
Phase 200 Investigate Funding Availability	$24,320	-	$24,320
Phase 300 Basis of Design Reports	$185885	$288,445	$474,300
Phase 400 Final Design Documents	$473,745	$462,255	$936,000
Phase 500 Minor Permit Modification	$44,617	$11,843	$56,460
Phase 600 Environmental Review	$12,290		$12,290
Phase 700 Bidding Phase Services	$99,432	$80,478	$179,910
Phase 800 Construction Phase Services	$406,103	$251,717	$657,820
		Total	**$2,428,370**

F. CITY'S RESPONSIBILITIES / ASSUMPTIONS

The CITY will provide the following information to the CONSULTANT and/or perform the following services related to the Project:

- The CITY shall provide written comments within one (1) week of submittal of document;
- The CITY will provide O&M manuals and all necessary documentation that CONSULTANT can use without verification.
- The CITY will provide available as-built or record drawings in CADD and topographic (survey) information for the Turnpike Wastewater Treatment Facility along with any other required documentation;
- A Capacity Analysis Report is specifically excluded from this scope.
- The CITY will provide population and flow projection information for schedule of upgrades;
- The CITY will provide additional water quality or flow testing required to verify the existing facilities capability;
- The CITY will assign a Project Manager to act as a main point of contact between the CITY and CONSULTANT;
- The CITY will be responsible to pay for all permitting fees associated with the project.
- No Landscape modifications will be required for this project.
- The existing as-built information will be utilized with minimal verification for the design.

G. SERVICES NOT INCLUDED

ATTACHMENT 'A'
Amendment 4

The following services are not included in the Scope of Services for the Project:

- Hydraulic modeling to determine which areas of the CITY flow to the Turnpike WWTF;
- Detailed review or comments on agreements for bulk wastewater commitments;
- Sampling or water quality testing
- This task order does not include services related to claims analysis or litigation support.
- All design and professional services not specifically included in this scope of services are excluded for this project scope.
- Permitting fees will be paid for by Leesburg and are not included in this scope of work.
- Permitting for final buildout to 7.5 mgd AADF is not included in this scope of work.
- If the existing site conditions are not conducive to support the Florida scrub jay (*Aphelocoma coerulescens*) and sand skinks (*Neoseps reynoldsi*), optional services to provide formal consultation with the United States Fish and Wildlife Services (FWS) for the release of specific species surveys.
- Endangered species relocation permitting or FWS coordination.
- Bid recommendation.

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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN PRE-CONSTRUCTION SERVICES AGREEMENT WITH WHARTON-SMITH, INC. FOR CONSTRUCTION MANAGER AT RISK (CMAR) PRE-CONSTRUCTION SERVICES RELATED TO THE CITY'S TURNPIKE WASTEWATER TREATMENT FACILITY PHASE 2 EXPANSION FOR AN AMOUNT NOT TO EXCEED $148,381.00; 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 Pre-Construction Services Agreement with WHARTON-SMITH, INC. whose address is 750 Monroe Road, Sanford, Florida 32771, for Construction Manager at Risk (CMAR) Pre-Construction Services for the City's Turnpike WWTF Phase 2 Expansion pursuant to Request for Qualifications 200263.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR
PRE-CONTRUCTION SERVICES

THIS AGREEMENT is made as of the **14th** day of **February** in the year 2022, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **WHARTON-SMITH, INC.** whose address is 750 Monroe Road, Sanford, Florida 32771 (hereinafter referred to as the "CONSTRUCTION MANAGER or CM").

RECITALS:

WHEREAS, the CONSTRUCTION MANAGER was selected following a competitive Solicitation process to select a company to provide Construction Manager at Risk (CMaR) services for the City's Turnpike Wastewater Treatment Facility Expansion – Phase I (Project).

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

WHEREAS, the CITY now endeavors to undertake a Phase II (Project) expansion of the Turnpike Wastewater Treatment Facility Expansion.

WHEREAS, the CITY's original Request for Qualifications 200263 included language permitting the CITY to use the same awarded CONSTRUCTION MANAGER used on Phase I for a Phase II if necessary.

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

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

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. Request for Qualifications 200263 – Construction Manager at Risk (CMAR) – WWTF Expansion in its entirety; and
    c. The CONSTRUCTION MANAGER'S response to RFQ 200263 made electronically on March 31, 2020 at 10:03:44 AM.
    d. The CONSTRUCTION MANAGER'S Phase 2 Proposals for Preconstruction Phase, included as Attachment 'A'.

2. **Scope of Services.** The CONSTRUCTION MANAGER shall furnish the Scope of Services as detailed in their proposal included in this Agreement as Attachment 'A'. Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

3. **Cost for Pre-Construction Services.** The CONSTRUCTION MANAGER shall perform the Services for an amount not to exceed **$148,381.00.** 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 CONSTRUCTION MANAGER shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. **Professional License.** The CONSTRUCTION MANAGER holds a Certified General Contractors license number CGC1511243 issued by the State of Florida. The name of the Qualifying Agent is Timothy Scot Smith. CONSTRUCTION MANAGER must maintain this license during the full duration of this Agreement.

6. **Term of Agreement**. This Agreement shall commence upon the date of execution and shall remain in effect until such time as the Parties have executed an Agreement for Construction Services with a Guaranteed Maximum Price.

7. **Commencement and Completion**. Services under this Agreement will begin immediately following execution. A CITY issued purchase order will serve as the CONSTRUCITON MANAGER'S Notice to Proceed.

8. **Termination for Convenience or Cause.**

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

b. **For Cause or Default.** If, through any cause, the CONSTRUCTION MANAGER should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause

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

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

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

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

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any

time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

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

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. **Guaranty of Faithful Performance and Payment.** Is not applicable to this Agreement but will be required under a forthcoming Construction Services Agreement with a Guaranteed Maximum Price.

11. **Insurance Requirements.**

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

i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii The CONSTRUCTION MANAGER shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONSTRUCTION MANAGER. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONSTRUCTION MANAGER's interests or liabilities, but are merely required minimums.

iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONSTRUCTION MANAGER shall make available certified copies of the various policies for inspection.

v All liability insurance, except professional liability, shall be written on an occurrence basis.

vi The CONSTRUCTION MANAGER waives its right of recovery against the CITY to the extent permitted by its insurance policies.

vii Insurance required of the CONSTRUCTION MANAGER, or any other insurance of the CONSTRUCTION MANAGER shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

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

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

ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.

iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

vi The CONSTRUCTION MANAGER, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONSTRUCTION MANAGER's liability coverage(s).

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

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

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

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

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

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

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

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

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

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGADING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECOREDS 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 CONSTRUCTION MANAGER shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONSTRUCTION MANAGER'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

18. **Contingent Fees Prohibited.** The CONSTRUCTION MANAGER warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSTRUCTION MANAGER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the

right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

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

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

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

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

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

21. **Independent Contractor.** The CONSTRUCTION MANAGER agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers'

compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONSTRUCTION MANAGER. CONSTRUCTION MANAGER will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONSTRUCTION MANAGER shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

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

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

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

25. **Contact Person**. The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONSTRUCTION MANAGER Contact Information

Name/Title: Patrick J. Hewitt / Executive Vice President
Address: 750 Monroe Road
City, State & Zip: Sanford, FL 32771
Telephone: 407-321-8410
Email Address: phewitt@whartonsmith.com

CITY Contact Information

Name/Title: CLIFF KELSEY, SENIOR DEPUTY DIRECTOR – PUBLIC WORKS
Address: 550 S. 14TH Street, Leesburg, FL 34748
Telephone: (352) 728-9786 x2411
Email Address: cliff.kelsey@leesburgflorida.gov

26. **Approval of Personnel**. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONSTRUCTION MANAGER pursuant to this Agreement, CITY may require

CONSTRUCTION MANAGER assign a different person or persons be designated to be the contact person or to perform the CONSTRUCTION MANAGER services hereunder.

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

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

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

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

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

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

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

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

31. **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.

32. **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.

WHARTON-SMITH, INCORPORATED

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

_____
Mike Pederson, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

CITY OF LEESBURG

TURNPIKE WWTF UPGRADES PHASE 2
PRECONSTRUCTION PHASE SCOPE OF SERVICES

The following narrative is to provide more detail to the Scope of Services for the preconstruction phase for the Turnpike WWTF Upgrades Phase 2 project.

The duration of the Preconstruction Phase Services is assumed to be 10 months for design development which is inclusive of preconstruction services provided by Wharton-Smith and 2 months for the production and negotiation of the Guaranteed Maximum Price (GMP). Please note that the 2 months allotted for the GMP does not include the time required for the City of Leesburg's approval and contract amendment.

Generally:

Attend general progress review and coordination meetings with Owner.

Attend periodic design meetings to provide consultation on aspects of the design and construction that will impact the budget, schedule, and quality of the completed Work.

1. CMAR will work with Owner to develop the optimum scope and quality of Work to meet Owner's Budget. Such work will consist of considering options and alternates with scope and quality adjustments as determined by Owner. CMAR will assess cost and schedule impact of these options and alternates.

2. Consult with Owner regarding site use and improvements, and the selection of materials, building systems, and equipment.

3. Provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible opportunities for savings.

4. Provide recommendations on construction schedule for possible opportunities for time savings.

Provide input to the Owner regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Work, consistent with Legal Requirements. Furnish Owner a list of possible Subcontractors and Suppliers, from whom bids will be requested for each principal portion of the Work. Submission of this list is for information and discussion purposes only and not for prequalification.

In conjunction with the Owner, identify the appropriate Early Work packages including procurement of long-lead time items and equipment and other Work required to meet the schedule for the Owner.

In conjunction with the Owner, identify the appropriate Work packages from the Contract Documents for distribution to prospective bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall generally mean scopes of work that will maximize the competition for those Work packages. Work packages will also be identified with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting communities.

The following breakdown lists the anticipated tasks and expectations taken into account when producing the preconstruction proposal. Any work outside of this scope of work that is requested of Wharton-Smith by the Owner, shall be submitted in the form of a 'Request for Quotation' for review and approval prior to such work taking place.

Task 1 General

1.1 Project Kickoff Meeting – Wharton-Smith staff will attend one (1) project kickoff meeting with the City of Leesburg (Owner) and Dewberry (Designer).

1.2 Design Review Workshops – Wharton-Smith staff will attend three (3) design review workshops with the City of Leesburg and Dewberry. These meetings will be workshop style meetings to review drawings and specifications at the 30%, 50% and 75% design submittals.

1.3 Site Visits & Investigation – Wharton-Smith will perform a site visit to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. Wharton-Smith will provide final reports of encountered conditions to the City of Leesburg.

1.4 Preconstruction Video – Wharton-Smith labor to oversee the preconstruction video will be included in the GMP. No costs have been included in the Preconstruction Phase.

Task 2 Preliminary Cost Estimates

2.1 30% Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (to the best extent possible) on all construction trades such as site work, concrete, process equipment, utilities, mechanical, building, finishes, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.

2.2 50% Cost Estimate – These costs are for the same items outlined in Task 2.1, but more accurate cost data will be provided as more detail is provided in the design.

2.3 75% Cost Estimate – Wharton-Smith preconstruction staff will provide a final cost estimate prior to issuing bids for the development of the GMP.

Task 3 Design Review and Value Engineering

3.1 30% Submittal Constructability Review – Wharton-Smith will perform a review of preliminary documents provided during the design review session.

3.2 50% Submittal Constructability Review – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.). Value engineering options are also provided during this phase and throughout the life cycle of the project.

3.3 75% Submittal Constructability Review – These costs are for the same items outlined in Task 3.2 but for the 75% design documents including specifications.

3.4 Value Engineering- Wharton-Smith will provide an extensive value engineering review based on the 75% cost estimate and work these items into the development of the GMP bid documents

3.5 Final Submittal Constructability Review – These costs are for the same items outlined in Task 3.2 but include final review of all documents to ensure that they are ready "bid ready".

Generally, CMAR shall review in-progress design documents, including at a minimum the documents generally described above in 3.1 through 3.5 and provide input and advice to Owner on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

- Constructability, including sequencing or coordination issues, to enable Work to be completed with a minimum of RFI's and change orders.
- Adequacy of details for construction.
- Potential conflicts during construction.
- Ability to coordinate among Subcontractors and Suppliers.
- Coordination between Contract Documents.
- Operability.
- Ability to minimize disruptions to existing operations.
- Ability to complete construction connections to existing facilities or utilities.
- Modifications to facilitative commissioning and start-up and/or performance testing.
- Ability of Owner to operate/maintain the Work in a safe, time and cost-efficient manner when completed.

Task 4 CPM Master Schedule

4.1 Schedule Development and Phasing – At the 30% design phase, Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase

(design/permitting, procurement, construction, and closeout) as by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable.

4.2 Review and Update Schedule During Design – The schedule developed in Task 4.1 is updated and modified based on the 50% design documents and construction sequencing is determined.

4.3 Review and Update Schedule During Design – The schedule developed in Task 4.1 is updated and modified based on the 75% design documents and construction sequencing is determined.

4.4 Update Schedule at GMP – The schedule developed in Task 4.1 is modified based on the GMP design documents and final construction sequencing is determined. This schedule shall serve as the basis for General Condition's costs in the GMP as well as the contract time required for the duration of construction.

Task 5 Bidding, Procurement, and GMP

5.1 Owner Direct Purchase Plan – In conjunction with the Owner, Wharton-Smith staff will identify and assist the City of Leesburg in direct purchase of major equipment and materials for savings on sales tax.

5.2 Subcontract Bid Packages – Wharton-Smith will identify and assembly appropriate work packages from GMP design documents to solicit prospective subcontractor proposals for providing all elements of Work not included in the General Conditions. Work packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. Wharton-Smith preconstruction staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates. This estimate will be submitted as the GMP Proposal for the work.

5.3 Purchase Order Bid Packages – Wharton-Smith will identify and assembly appropriate work packages from GMP design documents to solicit prospective supplier proposals for providing all elements of Work not included in the General Conditions. Work packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community.

5.4 Pre-Bid Site Visits – Wharton-Smith will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order work packages. Wharton-Smith will take notes and answer questions. Clarifications/addenda will be issued to bidding parties as needed.

5.5 Receive Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.

5.6 Review Bids and Recommend Award – All of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and make a recommendation for package award based on the best interest of the City of Leesburg. Final decision is made by Owner.

5.7 Final GMP Assembly – All documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes all schedules, bid documents, subcontractor and supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.

Task 6 Miscellaneous

6.1 Site Specific Safety Plan – To be included in the GMP.

6.2 Site Specific Quality Plan – To be included in the GMP.

6.3 Environmental Plan (SWPPP) – To be included in the GMP.

6.4 Site Utilization Plan – To be included in the GMP.

Task 7 Subcontractor Services

7.1 Preconstruction Video – Subcontractor services for the preconstruction video will be included in the GMP.

Allowances

An allowance has been included to allow for additional preconstruction scope to be added to the project without the need for a change order. This scope could include additional geotechnical analysis, potholing, pre-mobilization subcontract work or site prep, or any other activity that will result in added value to the project ahead of final GMP. All unspent funds will be returned to City. Any usage of funds will be approved, in writing, by the city, prior to use.

Fee Summary: See attached fee summary.

OWNER: **City of Leesburg**
PROJECT: **Turnpike WWTF Phase 2**
BUDGET: **$30M**
CURRENT DESIGN STATUS: **0%**

ATTACHMENT 'A'

				OFFICE MANAGEMENT STAFF										FIELD MANAGEMENT STAFF				ESTIMATING STAFF										SUPPORT STAFF								WHARTON-SMITH PERSONNEL				SUBCONTRACTOR		
				Preconstruction Director		Senior Project Manager		Preconstruction Manager		Project Manager		Project Engineer		General Superintendent		Senior Superintendent		Director of Estimating		Estimator DIV 3 4		Estimator DIV 2		Estimator DIV 15		Estimator DIV 4 14		Adminstrative Assistant		Quality Manager		Safety Manager		Project Accountant								
				Rate	$141.00	Rate	$127.00	Rate	$117.00	Rate	$105.00	Rate	$69.00	Rate	$125.00	Rate	$107.00	Rate	$145.00	Rate	$114.00	Rate	$80.00	Rate	$79.00	Rate	$63.00	Rate	$73.00	Rate	$131.00	Rate	$106.00	Rate	$90.00							
Item	TASK	QTY	UNIT	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR	$	HR's	LABOR COSTS	MISC. COSTS (PRO-RATED)	SUBTOTAL	SUB	COST	$ TOTALS
TASK 1	**MEETINGS & SITE INVESTIGATION**																																									
1.1	PROJECT KICKOFF MEETING	1	EA	4.0	564	0.0	-	4.0	468	0.0	-		-		-	0.0	-		-		-		-		-		-		-		-		-		8.0	1,032.00	11.52	1,043.52			1,043.52
1.2	DESIGN SUBMITTAL REVIEW WORKSHOPS	3	EA	10.0	1,410	0.0	-	14.0	1,638		-		-		-		-		-		-		-		-		-		-		-		-		24.0	3,048.00	34.56	3,082.56			3,082.56
1.3	BI-WEEKLY TEAM MEETINGS	18	EA	6.0	846	0.0	-	18.0	2,106		-		-		-		-		-		-		-		-		-		-		-		-		24.0	2,952.00	34.56	2,986.56		-	2,986.56
1.4	VALUE ENGINEERING REVIEW MEETING	1	EA	5.0	705	0.0	-	5.0	585		-		-		-		-		-		-		-		-		-		-		-		-		10.0	1,290.00	14.40	1,304.40		-	1,304.40
1.5	OTHER SUBJECT SPECIFIC MEETINGS	3	EA	3.0	423	0.0	-	3.0	351		-		-		-		-		-		-		-		-		-		-		-		-		6.0	774.00	8.64	782.64		-	782.64
1.6	SITE VISITS & INVESTIGATION	1	EA		-	0.0	-	6.0	702	0.0	-		-		-	6.0	642		-		-		-		-		-		-		-		-		12.0	1,344.00	17.28	1,361.28		-	1,361.28
1.7	SUBSURFACE UTILITY EXPLORATION (SUE)	1	LS		-		-		-		-		-		-		-		-		-		-		-		-		-		-		-		0.0	-	-	-			-
1.8	PRECONSTRUCTION VIDEO	1	EA		-		-		-		-	6.0	414		-		-		-		-		-		-		-		-		-		-		8.0	560.00	11.52	571.52	TBD	*1,000.00*	1,571.52
1.9	BUILDING DEPARTMENT REVIEW MEETINGS	1	EA		-	0.0	-	4.0	468		-		-		-		-		-		-		-		-		-		-		-		-		6.0	614.00	8.64	622.64			622.64
	SUBTOTALS			**28.0**	**3,948**	**0.0**	**-**	**54.0**	**6,318**	**0.0**	**-**	**6.0**	**414**	**0.0**	**-**	**6.0**	**642**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**4.0**	**292**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**98.0**	**11,614.00**	**141.12**	**11,755.12**		**1,000.00**	**12,755.12**
TASK 2	**PRELIMINARY COST ESTIMATES**																																								
2.1	CONCEPTUAL SUBMITTAL COST ESTIMATE	1	EA	4.0	564	0.0	-	6.0	702		-		-	4.0	500		-	16.0	2,320	12.0	1,368	4.0	320	6.0	474	6.0	378	2.0	146		-		-		-	60.0	6,772.00	86.40	6,858.40			6,858.40
2.1	50% SUBMITTAL COST ESTIMATE	1	EA	4.0	564	0.0	-	6.0	702		-		-	8.0	1,000		-	40.0	5,800	32.0	3,648	12.0	960	18.0	1,422	18.0	1,134	6.0	438		-		-		-	144.0	15,668.00	207.36	15,875.36			15,875.36
2.2	75% SUBMITTAL COST ESTIMATE	1	EA	4.0	564		-	6.0	702		-		-	4.0	500		-	32.0	4,640	24.0	2,736	8.0	640	12.0	948	12.0	756	4.0	292		-		-		-	106.0	11,778.00	152.64	11,930.64			11,930.64
	SUBTOTALS			**8.0**	**1,128**	**0.0**	**-**	**12.0**	**1,404**	**0.0**	**-**	**0.0**	**-**	**12.0**	**1,500**	**0.0**	**-**	**72.0**	**10,440**	**56.0**	**6,384**	**20.0**	**1,600**	**30.0**	**2,370**	**30.0**	**1,890**	**10.0**	**730**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**250.0**	**27,446.00**	**360.00**	**27,806.00**		**-**	**27,806.00**
TASK 3	**DESIGN REVIEW AND VALUE ENGINEERING**																																								
3.1	30% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	4.0	564	0.0	-	24.0	2,808		-		-	4.0	500	0.0	-		-		-		-		-		-	4.0	292		-		-		-	36.0	4,164.00	51.84	4,215.84			4,215.84
3.1	50% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	4.0	564	0.0	-	24.0	2,808		-		-	4.0	500	0.0	-		-		-		-		-		-	4.0	292		-		-		-	36.0	4,164.00	51.84	4,215.84			4,215.84
3.1	75% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	4.0	564	0.0	-	24.0	2,808		-		-	4.0	500	0.0	-		-		-		-		-		-	4.0	292		-		-		-	36.0	4,164.00	51.84	4,215.84			4,215.84
3.3	VALUE ENGINEERING	1	EA	4.0	564	0.0	-	4.0	468		-		-	4.0	500	0.0	-	12.0	1,740	4.0	456	2.0	160	2.0	158	2.0	126	2.0	146		-		-		-	36.0	4,318.00	51.84	4,369.84			4,369.84
3.3	100% SUBMITTAL CONSTRUCTABILITY REVIEW	1	EA	4.0	564	0.0	-	8.0	936		-		-	4.0	500	0.0	-		-		-		-		-		-	4.0	292		-		-		-	20.0	2,292.00	28.80	2,320.80			2,320.80
	SUBTOTALS			**12.0**	**1,692**	**0.0**	**-**	**36.0**	**4,212**	**0.0**	**-**	**0.0**	**-**	**12.0**	**1,500**	**0.0**	**-**	**12.0**	**1,740**	**4.0**	**456**	**2.0**	**160**	**2.0**	**158**	**2.0**	**126**	**10.0**	**730**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**92.0**	**10,774.00**	**132.48**	**10,906.48**		**-**	**19,338.16**
TASK 4	**CPM MASTER SCHEDULE**																																								
4.1	SCHEDULE DEVELOPMENT AND PHASING @ 30% DES	1	EA	2.0	282	0.0	-	4.0	468	0.0	-	16.0	1,104	1.0	125	0.0	-		-		-		-		-		-		-		-		-		-	23.0	1,979.00	33.12	2,012.12			2,012.12
4.2	SCHEDULE DEVELOPMENT AND PHASING @ 50% DES	1	EA	2.0	282	0.0	-	4.0	468	0.0	-	8.0	552	1.0	125	0.0	-		-		-		-		-		-		-		-		-		-	15.0	1,427.00	21.60	1,448.60			1,448.60
4.3	SCHEDULE DEVELOPMENT AND PHASING @ 75% DES	1	EA	2.0	282	0.0	-	4.0	468	0.0	-	8.0	552	1.0	125	0.0	-		-		-		-		-		-		-		-		-		-	15.0	1,427.00	21.60	1,448.60			1,448.60
4.4	UPDATE SCHEDULE AFTER GMP (DETERMINES GC'S)	1	EA	2.0	282	0.0	-	4.0	468	0.0	-	8.0	552	1.0	125	0.0	-		-		-		-		-		-		-		-		-		-	15.0	1,427.00	21.60	1,448.60			1,448.60
	SUBTOTALS			**4.0**	**564**	**0.0**	**-**	**8.0**	**936**	**0.0**	**-**	**16.0**	**1,104**	**2.0**	**250**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**30.0**	**2,854.00**	**43.20**	**2,897.20**		**-**	**6,357.92**
TASK 5	**BIDDING, PROCUREMENT, AND GMP (@90%)**																																								
5.1	OWNER DIRECT PURCHASE PLAN	1	LS		-		-	8.0	936		-	24.0	1,656		-		-		-		-		-		-		-	16.0	1,168		-		-		-	48.0	3,760.00	69.12	3,829.12			3,829.12
5.3	SUBCONTRACT BID PACKAGES	1	LS	2.0	282	0.0	-	8.0	936	0.0	-	24.0	1,656		-		-		-		-		-		-		-	8.0	584		-		-		-	42.0	3,458.00	60.48	3,518.48			3,518.48
5.4	PURCHASE ORDER BID PACKAGES	1	LS	2.0	282	0.0	-	6.0	702	0.0	-	16.0	1,104		-		-		-		-		-		-		-	8.0	584		-		-		-	32.0	2,672.00	46.08	2,718.08			2,718.08
5.5	PRE-BID SITE VISITS	1	EA		-	0.0	-	8.0	936	0.0	-		-		-		-		-		-		-		-		-		-		-		-		-	8.0	936.00	11.52	947.52			947.52
5.6	RECEIVE BIDS (SINGLE BID DAY)	1	EA	2.0	282	0.0	-	4.0	468	0.0	-	8.0	552		-		-		-		-		-		-		-	4.0	292		-		-		-	18.0	1,594.00	25.92	1,619.92			1,619.92
5.7	REVIEW BIDS AND RECOMMEND AWARD	1	LS	2.0	282	0.0	-	8.0	936	0.0	-	8.0	552		-		-	4.0	580		-		-		-		-	4.0	292		-		-		-	26.0	2,642.00	37.44	2,679.44			2,679.44
5.8	FINAL GMP ASSEMBLY	1	EA	2.0	282	0.0	-	16.0	1,872	0.0	-	8.0	552		-		-	4.0	580		-		-		-		-	8.0	584		-		-		-	38.0	3,870.00	54.72	3,924.72			3,924.72
	SUBTOTALS			**10.0**	**1,410**	**0.0**	**-**	**58.0**	**6,786**	**0.0**	**-**	**88.0**	**6,072**	**0.0**	**-**	**0.0**	**-**	**8.0**	**1,160**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**48.0**	**3,504**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**212.0**	**18,932.00**	**305.28**	**19,237.28**		**-**	**19,237.28**
TASK 6	**MISCELLANEOUS**																																								
6.1	SITE SPECIFIC SAFETY PLAN	1	EA		-	1.0	127		-		-	4.0	276		-	0.0	-		-		-		-		-		-	4.0	292		-	8.0	848		-	17.0	1,543.00	24.48	1,567.48			1,567.48
6.2	SITE SPECIFIC QUALITY PLAN	1	EA		-	1.0	127		-		-	4.0	276		-	0.0	-		-		-		-		-		-	4.0	292	8.0	1,048		-		-	17.0	1,743.00	24.48	1,767.48			1,767.48
6.3	ENVIRONMENTAL PLAN (SWPPP)	1	EA		-	1.0	127		-		-	4.0	276		-	0.0	-		-		-		-		-		-	2.0	146		-		-		-	7.0	549.00	10.08	559.08			559.08
6.4	SITE UTILIZATION PLAN (HOUSEKEEPING, SECURITY,	1	EA		-	1.0	127		-		-	4.0	276	2.0	250	0.0	-		-		-		-		-		-	2.0	146	2.0	262		-		-	11.0	1,061.00	15.84	1,076.84			1,076.84
	SUBTOTALS			**0.0**	**-**	**4.0**	**508**	**0.0**	**-**	**0.0**	**-**	**16.0**	**1,104**	**2.0**	**250**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**0.0**	**-**	**12.0**	**876**	**10.0**	**1,310**	**8.0**	**848**	**0.0**	**-**	**52.0**	**4,896.00**	**74.88**	**4,970.88**		**-**	**4,970.88**
	TOTAL PRECONSTRUCTION SERVICES			62.0		4.0		168.0		0.0		126.0		28.0		6.0		92.0		60.0		22.0		32.0		32.0		84.0		10.0		8.0		0.0		**734.0**	**76,516.00**	**1,056.96**	**77,572.96**		**SUBTOTAL**	**90,465.36**

FEE (8.0%)	**7,237.23**
ALLOWANCES	**50,000.00**
INSURANCE (0.75%)	**678.49**
	0.00
GRAND TOTAL:	**148,381.08**

ALLOWANCES:
SUBSURFACE UTILITY EXPLORATION (SUE)

MISC. MATERIAL/EQUIPMENT COSTS	COST	
CONTRACT MANAGER LICENSE	0.00	2,500 if added
BID PACKAGE PLANS/SPECIFICATIONS REPRODUCTIO	200.00	
JOB OFFICE SUPPLIES	360.00	
TRAVEL EXPENSES	300.00	
IT/Software	200.00	
COST PER HOUR	1.44	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: February 14, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Facade, Sign, and Landscape Grant program for projects located within the Major Corridors and Community Redevelopment Agency areas; and providing an effective date. (FSL 2022)

Staff Recommendation:
Approve the resolution authorizing the Mayor to execute the attached FSL Grant awards. Said awards shall be funded from the individual CRAs and City Manager Contingency fund, as noted.

Analysis:
Attached is a list of businesses who have applied for grant awards to repair various facades, signs, and landscapes in Leesburg.

Procurement Analysis:
N/A

Options:
1. Approve the funding for the FSL grants for 2022 as presented; or
2. Other action as the Commission may decide.

Fiscal Impact:
As proposed, a total of $65,201 will be available for these grants. The funding breakdown is as follows:

Greater Leesburg CRA	$29,466	Funds are available in the current budget
Hwy 441/27 CRA	$28,275	Funds are available in the current budget
General Fund	$ 7,460	A budget adjustment will be necessary to add this to the current budget

Account No.	016-6189-559-8214
	018-6191-559-8214
	001-1295-519-8214
Project No.	CRASFP

Submission Date and Time: 2/9/2022 12:50:10 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, PROVIDING FUNDING FOR THE FACADE, SIGN, AND LANDSCAPE GRANT PROGRAM FOR PROJECTS LOCATED WITHIN THE MAJOR CORRIDORS AND COMMUNITY REDEVELOPMENT AGENCY AREAS; AND PROVIDING AN EFFECTIVE DATE. (FSL 2022)

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

THAT the City Commission hereby authorizes staff to execute various FSL Grant Awards, as shown in attached Exhibit A, pursuant to the requirements of the Facade, Sign and Landscape Grant Program.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

2021-22 FAÇADE, SIGN & LANDSCAPE GRANT RATING - PROJECT TRACKER

UPDATED 1/21/2022

= COMPLETE

PROJECT INFO				$$$$ info								HAS THE APPLICANT???				HAS STAFF?				STATUS	NOTES
SGA #	Project Name	Commission District	Address	$$ Est proj cost (applcation)	10%	25%	50%	80%	REC AWARD BY STAFF DM/DP	$$ approved by CC for the grant	$$ Actual amount awarded	PERMIT NUMBER ??	BEGUN CONSTR. ??	HAD BUILDING INSPECTION ??	COMPLETED VENDOR APP/ PAPERWORK ?	MET WITH THE APPLICANTS?	FINAL GRANT INSPECTION?	PROCESSED ALL PPRWORK?	DIST'D CHECK?	PROJECT STATUS	NOTES
SGA-21-289	Westgate Jones	3	2341 South Street	$74,602.63	**$7,460.24**	$18,650.66	$37,301.12	$59,682.10	$7,460.24	Work is completed											Sign, ext paint, windows, roofing, LS
SGA-21-290	SIM Real Estate Investments	2	420 S. Palmetto St	$26,700.00	$2,670.00	**$6,675.00**	$13,350.00	$21,360.00	$6,675.00												Paint, ext. lighting, windows, gutters, LS
SGA-21-385	Military Fire Police Support Assoc	2	312 S. 2nd Street	$6,000.00	$600.00	**$1,500.00**	$3,000.00	$2,080.00	$1,500.00												HC ramp, landscaping,
SGA-21-393	Honey Bees Eatery	3	1317 S. 14th St	$55,000.00	$5,500.00	$13,750.00	$27,500.00	$44,000.00	$13,750.00	Contingent on sign coming down; it is non-compliant											Ext painting, signs, LS
SGA-21-402	Chicago Fire Brewery	2	311 W. Magnolia St	$5,800.00	$580.00	**$1,450.00**	$2,900.00	$4,640.00	$1,450.00												Extending patio, LS
SGA-21-423	El Ranchito	1	911 W. North Blvd	$24,000.00	$2,400.00	$6,000.00	**$12,000.00**	$19,200.00	$12,000.00												Monument sign
SGA-21-425	Salon Chioma	2	1434 W. Main St	$10,100.00	$1,010.00	$2,525.00	**$5,050.00**	$8,080.00	$2,525.00												Exterior paint
SGA-21-438	Pathway Health Partners	2	700 W. Main Street	$48,150.00	$4,815.00	**$12,037.50**	$24,075.00	$38,520.00	$12,037.50												Replace front glass, ext paint, awning
SGA-21-451	Artist with a Purpose	2	411 W Main Street	$1,004.75	$100.48	$251.19	$502.38	**$803.80**	$401.90												Ext painting, signs, LS
SGA-21-450	Magnolia & South 4th Street	2	400 & 402 W. Magnolia & 113-115, 117 & 119 2 4th S	$9,251.00	$925.10	$2,312.75	$4,625.50	**$7,400.80**	$7,400.80												Paint, repair marquee, metal soffit, repair awnings
				$260,608.38					$65,200.44	$0.00	$0.00										

Façade Sign Landscape Grant Funds

GLCRA	$83,261
CHCRA	$50,000
441 - 27	$109,095

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: February 14, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, providing funding for the Home Improvement Grant program for projects located within the Major Corridors and Community Redevelopment Agency areas; and providing an effective date. (HIG 2022)

Staff Recommendation:
Approve the resolution authorizing the Mayor to execute the attached Home Improvement Grant (HIG) awards. Said awards shall be funded from the individual CRAs and City Manager Contingency fund, as noted.

Analysis:
Attached is a list of businesses who have applied for grant awards to repair various homes in Leesburg.

Procurement Analysis:
N/A

Options:
1. Approve the funding for the HIG awards for 2022 as presented; or
2. Other action as the Commission may decide.

Fiscal Impact:
As proposed, a total of $25,700 will be available for these grants. The funding breakdown is as follows:

Hwy 441/27 CRA	$13,200	Funds are available in the current budget
Carver Heights CRA	$ 7,500	Funds are available in the current budget
General Fund	$ 5,000	A budget adjustment will be necessary to add this to the current budget

Account No.	018-6191-559-8213
	017-6190-559-8213
	001-1295-519-8213
Project No.	CRAHRP

Submission Date and Time: 2/9/2022 12:51:05 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, PROVIDING FUNDING FOR THE HOME IMPROVEMENT GRANT PROGRAM FOR PROJECTS LOCATED WITHIN THE MAJOR CORRIDORS AND COMMUNITY REDEVELOPMENT AGENCY AREAS; AND PROVIDING AN EFFECTIVE DATE. (HIG 2022)

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

THAT the City Commission hereby authorizes staff to execute Home Improvement Grant Awards, as shown in attached Exhibit A, pursuant to the requirements of the Home Improvement Grant program.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

2022 HOME IMPROVEMENT GRANT TRACKER

UPDATED 1/21/22

= COMPLETE

PROJECT INFO						$$$$ info				HAS THE APPLICANT???				HAS STAFF?				STATUS	NOTES
HIG #	Owner Name	Subdivision	Address	Commission District	Proposed Improvements	$$ Est proj cost (applcation)	REC AWARD BY STAFF DM/DP	$$ approved by CC for the grant	$$ Actual amount awarded	PERMIT NUMBER ??	BEGUN CONSTR. ??	HAD BUILDING INSPECTION ??	COMPLETED VENDOR APP/ PAPERWORK?	INITIAL MEETING & INSPECTION	FINAL GRANT INSPECTION?	PROCESSED ALL PPRWORK?	DIST'D CHECK?	PROJECT STATUS	NOTES
HIG-21-210	Bowers	Lee's Subdivision	923 Washington St		Roof	INCOMPLETE (e-mailed homeowner)	$0.00												
HIG-21-246	Taylor		904 N. Chester St	2	Fence	$10,768.00	$2,500.00												
HIG-21-174	Kiner	Whispering Oaks Subd	998 Whisper Oak Dr	2	Roof	$7,595.00	$5,000.00												
HIG-21-332	Ivery		911 Nebraska St		Mold in master bedroom ceiling	***INCOMPLETE AND INELIGIBLE***													
HIG-21-341	Frederic	Winframe Terrace Subd	1602 W. Line St	2	Roof & walkway	$8,260.00	$5,000.00												
HIG-21-357	Thompson	Hampton Court	1409 Pembrook Dr	3	Roof	$9,300.00	$5,000.00												
HIG-21-424	Mobley	Leesburg Center	1409 W. Line Street	2	Foundation Repair	$4,000.00	$3,200.00												
HIG-22-13	Montoute	Liberia	816 Georgia Ave	2	Roof	$8,075.00	$5,000.00												
							$25,700.00	**$0.00**	**$0.00**										

Home improvement Grant Funds

GLCRA	$2,317.00
Carver	$50,000.00
441 - 27	$55,100.00

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: February 14, 2022

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at SunTrust Bank N.A.; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing a change of authorized signatories on all bank accounts at SunTrust Bank N.A.

Analysis:
The requested action is necessary to change the name(s) and/or titled of the individual(s) authorized on the accounts. Signature changes occur whenever there is a change in Mayor, City Manager, and/or Finance Director.

Procurement Analysis:
N/A

Options:
1. Approval of the attached resolution authorizing a change of authorized signatories on the accounts at SunTrust Bank N.A.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

Submission Date and Time: 2/9/2022 12:52:42 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING A CHANGE OF AUTHORIZED SIGNATORIES ON ALL BANK ACCOUNTS AT SUNTRUST BANK N.A.; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, SunTrust Bank N.A., whose address is SunTrust Bank, N.A., 200 S. Orange Avenue, SOAB 6, Orlando, FL 32801 has qualified as a City depository pursuant to the provisions of Chapter 280, Florida Statutes; and,

WHEREAS, inasmuch as the City of Leesburg has changed the responsibilities of Mayor at the Commission meeting dated January 3, 2022, and,

WHEREAS, the Commission, in and for the City of Leesburg, desires to authorize a change of signatories as required by SunTrust Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg on its demand deposits, time deposits and savings accounts at SunTrust Bank, N.A.

WHEREAS, SunTrust Bank, N.A. has requested that the Commission provide a sample of signatures of the Mayor, City Manager and Finance Director of the City of Leesburg, Florida to facilitate the above referenced transactions.

NOW THEREFORE, BE IT RESOLVED by the Commission, in and for the City of Leesburg, Florida as follows:

1. That the City of Leesburg hereby authorizes the changes in signatories to honor all checks, drafts, or other orders for payment of money drawn in the name of the City of Leesburg effective February 14, 2022 as follows:

Mike Pederson, Mayor
City of Leesburg, Florida

Alfred (Al) Minner, City Manager
City of Leesburg, Florida

James Williams, Finance Director
City of Leesburg, Florida

2. That, SunTrust Bank, N.A. is being provided a sample of the signatories of the aforementioned authorized persons.

3. That, upon adoption by the City Commission in open session, this resolution shall be made a part of the Public Records of the City of Leesburg, Florida, and a copy hereof shall be furnished to SunTrust Bank, N.A.

4. 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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: February 14, 2022

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing a change of authorized Signatories on all bank accounts at TD Bank; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing a change of authorized signatories on all bank accounts at TD Bank.

Analysis:
The requested action is necessary to change the name(s) and/ or title of the individual(s) authorized on the accounts. Signature changes occur whenever there is a change in Mayor, Mayor Pro-tem, City Manager, and/ or Finance Director.

Procurement Analysis:
N/A

Options:
1. Approval of the attached resolution authorizing a change of authorized signatories on the accounts at TD Bank; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

Submission Date and Time: 2/9/2022 12:53:37 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING A CHANGE OF AUTHORIZED SIGNATORIES ON ALL BANK ACCOUNTS AT TD BANK; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, TD Bank, whose address is TD Bank, 1560 N. Orange Ave., 3rd Floor, Winter Park, FL 32789 has qualified as a City depository pursuant to the provisions of Chapter 280, Florida Statutes; and,

WHEREAS, inasmuch as the City of Leesburg has changed the responsibilities of the Mayor and Mayor Pro-Tem at the Commission meeting dated January 3, 2022, and,

WHEREAS, the Commission, in and for the City of Leesburg, desires to authorize a change in signatories as required by TD Bank to honor all checks, drafts and other orders for payment of money drawn in the name of the City of Leesburg on its demand deposits, time deposits and savings accounts at TD Bank.

WHEREAS, TD Bank has requested that the Commission provide a sample of the signatures of the Mayor, Mayor Pro-Tem, City Manager and Finance Director of the City of Leesburg, Florida to facilitate the above referenced transactions.

NOW THEREFORE, BE IT RESOLVED by the Commission, in and for the City of Leesburg, Florida as follows:

1. That, the City of Leesburg hereby authorizes the changes in signatories to honor all checks, drafts, or other orders for payment of money in the name of the City of Leesburg, effective February 14, 2022, as follows:

Mike Pederson, Mayor
City of Leesburg, Florida

Jimmy Burry, Mayor Pro-Tem
City of Leesburg, Florida

Alfred (Al) Minner, City Manager
City of Leesburg, Florida

James Williams, Finance Director
City of Leesburg, Florida

2. That, TD Bank is being provided a sample of the signatories of the aforementioned authorized persons.

3. That, upon adoption by the Commission in open session, this resolution shall be made a part of the Public Records of the City of Leesburg, Florida, and a copy hereof shall be furnished to TD Bank.

4. 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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: February 14, 2022

From: Brandy McDaniel, (Budget Manager)

Subject: City Commission approval of the budget calendar for Fiscal Year 2022-23, which includes dates for Commission workshops.

Staff Recommendation:
Staff recommends City Commission approval of the budget calendar for fiscal year 2022-23, which includes dates for the commission workshop meetings.

Analysis:
The first step in the budget process is to establish a budget calendar for fiscal year 2022-23. By law the City is allowed 45 days from July 1st or the date the Property Appraiser notifies the City Commission of the certified taxable values of 2022, whichever is later, to certify the following:
1) the proposed millage rate for 2022,
2) rolled back millage rate for 2022, and
3) the date, time, and place of the public hearing to consider the proposed millage rate and tentative budget.

Since the City may not hold a budget hearing on the same day as Lake County or the Lake County School Board, staff has tentatively scheduled the first public hearing for September 15, 2022.

As indicated on the attached calendar, the budget work sessions, subject to approval and/or modification by the Commission are scheduled as follows:

June 27th	Establish the Preliminary 2022 Fire Assessment Fee
July 5th, 7th & 12th	Budget/Capital Improvement workshops
July 11th	Establish 2022 millage rate
September 12th	Final adoption of the 2022 Fire Assessment Fee
September 15th	Establish CRA budgets & tentatively adopt the 2022 millage rate
September 26th	Final adoption of the 2022 millage rate and the FY 22-23 Budget

Procurement Analysis:
N/A

Options:

1. Approve the budget calendar, as presented; or
2. Approve the budget calendar as modified by the City Commission.

Fiscal Impact:

None

Submission Date and Time: 2/9/2022 12:55:29 PM

CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2022-23

2022 Date, Day	Responsible Party	Required Activity	Requirement Reference
February 14, Monday	City Commission	Adopt budget calendar for the fiscal year 2022-23 budget	
March 28, Monday	Department Directors	Deadline for submission to the Budget Manager of Utility Revenue Projections for fiscal year 2022-23	
April 4, Monday	Department Directors	Deadline for submission to the Budget Manager of budget requests for fiscal year 2022-23	
April 25-May 20, Monday- Friday	City Manager	Meet with governmental fund departments to discuss fiscal year 2022-23 budget requests, including goals and tasks	
May 23-June 3, Monday-Friday	City Manager	Meet with Utility funds to discuss fiscal year 2022-23 budget requests, including goals and tasks	
On or before June 1, Wednesday	Property Appraiser	Provide an estimate of 2022 total assessed values of nonexempt property for budget planning purposes	Section 200.065 (7), Florida Statutes
June 17, Friday	Budget Manager	Present the draft budget for fiscal year 2022-23 to the City Manager for review and analysis	
June 24, Friday	City Manager	Present the draft budget for fiscal year 2022-23 to the City Commission for review and analysis	Section 200.065 (2)(a)2, Florida Statutes, Section 28, Leesburg City Charter
June 27, Monday	City Commission	Adopt Preliminary Fire Assessment Resolution for fiscal year 2022-23	Section 197.3632, Florida Statutes
On or before July 1, Friday	Property Appraiser	Submit 2022 certified taxable values to the City Commission	Florida Statutes, Section 200.065 (1), Florida Statutes
July 5 & 7, Tuesday & Thursday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2022-23	
July 11, Monday	City Commission	Establish the maximum millage rate for fiscal year 2022-23	
July 12, Tuesday	City Commission	Conduct budget/capital improvement work session regarding the proposed budget for fiscal year 2022-23	
On or before August 2, Tuesday	City Commission	Notify the Property Appraiser of: 1. The Proposed millage rate for 2022; 2. The rolled back millage rate for 2022; 3. The date, time and place of the public hearings to consider the proposed millage rates and tentative budgets	Section 200.065 (2)(b), Florida Statutes

CITY OF LEESBURG, FLORIDA
BUDGET CALENDAR
FISCAL YEAR 2022-23

2022 Date, Day	Responsible Party	Required Activity	Requirement Reference
On or before August 22, Monday	Finance Director/ City Clerk	Advertise public hearing to adopt the Final Fire Assessment Resolution for 2022-23	Section 197.3632, Florida Statutes
On or before August 24, Wednesday	Property Appraiser	Mail notices of proposed property taxes for 2022 to each taxpayer listed on the current year assessment roll	Section 200.065 (2)(b), Florida Statutes, Section 200.069, Florida Statutes
September 12, Monday	City Commission	Conduct public hearing to adopt Annual Fire Assessment Resolution for fiscal year 2022-23	Section 197.3632, Florida Statutes
September 15, Thursday	CRA Board	Establish budgets for Community Redevelopment Agencies	
September 15, Thursday	City Commission	Conduct public hearings to consider adoption of the tentative millage rate for fiscal year 2022-23. All hearings must begin after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(c)-(e), Florida Statutes
September 22, Thursday	Finance Director/ City Clerk	Advertise public hearings to consider final adoption of the budgets, increases in property taxes and operating expenditures (if applicable), and adoption of millage rate for fiscal year 2022-23	Section 200.065 (2)(d), Florida Statutes, Sections 200.065 (3),(a),(b) and (h)-(l), Florida Statutes
September 26, Monday	City Commission	Conduct public hearings to consider final adoption of the budget/capital improvement plan, and millage rate for fiscal year 2022-23. All hearings must be after 5:00 P.M.	Section 166.241 (3), Florida Statutes, Section 200.065 (2)(d), (e), Florida Statutes
September 30, Friday	City Commission	Certify to the Property Appraiser the adopted millage rate for fiscal year 2022-23.	Section 200.065 (4), Florida Statutes
December	Budget Manager	Begin Distribution of final budget documents	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: February 14, 2022

From: Travis Rima, (Recreation Director), Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida Authorizing a position modification within the Recreation Department at the Venetian Cove Marina; and providing an effective date.

Staff Recommendation:
Adopt a resolution to modify the Venetian Cove Marina office specialist title. The proposed change reclassifies the Office Specialist (paygrade 114) position to an Administrative Assistant I (paygrade 117).

Analysis:
After reviewing the Office Specialist and Administrative Assistant I job descriptions, the Recreation Director recommends reclassifying the position to be in line with the duties of the position. The current Office Specialist is set to retire effective February 28; staff would like to advertise the position as Administrative Assistant I. The position's duties have evolved since inception. Duties added that are in line with the Administrative Assistant I position, include payroll, budgeting, billing, and daily, weekly, monthly, reconciliation.

Procurement Analysis:
N/A

Options:
1. Approve the recommended modification presented, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
Funds are available in the current budget to absorb this change. The current Office Specialist's hourly rate is $14.58 and the Administrative Assistant I position's starting rate is $14.70.

Submission Date and Time: 2/9/2022 12:59:19 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING A POSITION MODIFICATION WITHIN THE RECREATION DEPARTMENT AT THE VENETIAN COVE MARINA; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the approval of a modification of Marina staff classification from Office Specialist (paygrade 114) to Administrative Assistant I (paygrade 117).

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: February 14, 2022

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a utility reimbursement (Upsizing) agreement with CR 44 Land Investments, LLC for construction of a Potable Water Main; and providing an effective date.

Staff Recommendation:
Staff recommends execution of a utility construction reimbursement (Upsizing) agreement with CR 44 Land Investments, LLC for construction of a 12" PVC watermain line.

Analysis:
CR 44 Land Investments, LLC (Developer) is developing a 259-unit subdivision along County Road 44 and North of Silver Lake on what is commonly referred to as the Ostrander Property. In order to connect the development to the City's potable water system, the developer will be required to install approximately 3,707 linear feet of PVC watermain, to include associated valves and fittings, along CR 44 beginning at Silver Lake Villas and extending North/Northeast to the entry point of developer's proposed PUD. Flow testing and demand analysis only requires the developer to install an 8" PVC watermain line in order to meet the water demand of their subdivision. Staff has requested that the developer "Upsize" the watermain line from 8" to 12" in order to accommodate future development in the area. There are currently two proposed developments in the North Silver Lake area that will require a high volume of potable water and upsizing now will prevent the need for future improvements.

Since the City and future developments will benefit from the upsizing of the watermain, staff recommends executing an agreement to grant the developer a reimbursement fee for the increased cost to upsize the pipe from 8" to 12", payable upon construction completion and acceptance.

Procurement Analysis:
N/A

Options:
1. Authorize execution of a utility construction reimbursement agreement with CR 44 Land Investments, LLC; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This was not included in the current Water Capital Projects budget. A budget adjustment will be necessary using available reserves, to issue the developer reimbursement of construction costs estimated at $189,516.00.

Account No.	043-3099-533-3410
Project No.	430002
WF No.	WF1397948
Requisition	54129

Submission Date and Time: 2/9/2022 1:01:13 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A UTILITY REIMBURSEMENT (UPSIZING) AGREEMENT WITH CR 44 LAND INVESTMENTS, LLC FOR CONSTRUCTION OF A POTABLE WATER MAIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with CR 44 Land Investments, LLC, whose address is 121 Snell Isle Boulevard, St. Petersburg, Florida 33703, for construction of a twelve-inch diameter PVC potable water main line along CR 44.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT
FOR
UTILITY CONSTRUCTION REIMBURSEMENT
(Upsizing to the benefit of the City)

THIS AGREEMENT is made as of the ____ day of _____, 2022, by and between **THE CITY OF LEESBURG, FLORIDA,** hereafter referred to as the "**City**" and **CR 44 LAND INVESTMENTS, LLC**, a Florida limited liability company, or its designated assignee, hereafter referred to as the "**Developer**."

WITNESSETH:

THAT Developer is constructing or causing to be constructed a project on certain real property owned, or to be owned, by Developer that is more particularly described on Exhibit "A" attached (hereafter called the "**Development**"). The City will be providing one or more utility services to the Development, as described more particularly below (the "**Utility Services**"). Developer will be constructing certain infrastructure to support the Utility Services, as described on Exhibit "B" attached (the "**Infrastructure**"). The parties have entered into this Agreement to set forth the terms and conditions under which Developer will be entitled to partial reimbursement for the cost of the Infrastructure described in Exhibit B.

NOW THEREFORE, for and in consideration of the construction of the Infrastructure, the provision of Utility Services to the Development by the City, and the mutual covenants and promises contained in this instrument, the parties do hereby agree as set forth below:

1. The following Utility Services will be provided to the Development by the City (check all that apply):

[X] Potable Water	[ ] Wastewater
[ ] Electricity	[ ] Natural Gas
[ ] Fiber Optic/Telecommunications	[ ] Reuse Water

2. The costs incurred by Developer for construction of the Infrastructure for which Developer is entitled to reimbursement by the City under this Agreement ("**Reimbursement**") are estimated on Exhibit "C" attached. During the Term of this Agreement, as stated in Section 3, upon completion of infrastructure installation described on Exhibit "B" attached, the Developer will receive reimbursement as provided herein.

3. The term of this Agreement (the "**Term**") shall be from present until the date of completion and acceptance of the Infrastructure, as described in paragraph 9, by the City Commission unless terminated earlier as provided below because total

reimbursement to Developer has reached the Maximum Reimbursement stated in Section 4.

4. The amount and manner of reimbursement to Developer under this Agreement is set forth on Exhibit "C" hereto. In no case shall Developer receive reimbursement which exceeds the estimated cost difference between the City requested pipe size and the developers proposed pipe size plus a 5% contingency, currently estimated at One Hundred Eighty-Nine Thousand Five Hundred Sixteen and No/100 Dollars ($189,516.00) (the "**Maximum Reimbursement**"). If the actual cost of construction is less than the maximum reimbursement amount, the City will pay Developer the difference between the actual cost and the estimated cost of Developer Sized Utility Work. At such time as the total of all reimbursement to Developer hereunder equals the maximum reimbursement, this Agreement shall terminate and Developer shall not be entitled to any further reimbursements hereunder.

5. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any manner whatsoever other than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida. The venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This Agreement shall not be binding on the City until it has received approval by a majority vote of the City Commission of the City of Leesburg at a public meeting, where a quorum was present, at which this Agreement was duly placed on the agenda for approval. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (at trial, on appeal, or in any proceeding involving bankruptcy or insolvency) in addition to any other relief obtained.

6. If the City sells or transfers one or more of its utility operations covered by this Agreement, it may assign its rights and delegate its duties hereunder to the person or entity to which the utility operations are assigned and upon such assignment and delegation in writing the City shall be relieved of further obligations hereunder, provided that the assignee of the City's utility operations assumes such obligations in writing. Unless it first receives written permission from the City which will not be unreasonably withheld, Developer may not assign its rights or delegate its duties hereunder, either outright or as collateral or security for any loan or other obligation, except as part of a transfer of ownership of the Development other than through the sale of individual lots or units in the ordinary course of business.

7. If Developer becomes delinquent in payment of any amount due the City for any reason, during the Term of this Agreement, the City may withhold any reimbursement due Developer under this Agreement and offset it against the past due debt owed by Developer to the City, until such debt is paid in full, together with any interest or other additional charges incurred thereon, unless such amount is being lawfully contested by Developer, in which event the City may withhold payment until the legal proceedings contesting the amount claimed by the City have been resolved. Following resolution of the legal challenge, the City may offset the reimbursement due Developer against the debt determined to be owned to the City, and shall then pay any amount of reimbursement in excess of that debt to Developer. If Developer violates any provision of the City's codes and ordinances, its approved site plans or development plans, or the conditions of any permits or approvals issued to the Developer by the City, the City may withhold payment of reimbursements due Developer hereunder until all such violations have been abated fully (provided that such amounts shall continue to accrue, without interest, in accordance with the terms of this Agreement until they are paid).

8. Approval and execution of this Agreement by the City shall not be deemed to constitute approval by the City of any aspect of the Development, nor shall it be construed as permission to proceed with any portion of the Development. Developer shall still be required to obtain all necessary permits and approvals from the City and other governmental bodies before commencement or continuation of work on the Development. This Agreement may be assigned by Developer to any subsequent owner of the Development, provided that any such subsequent owner shall expressly assume all of the obligations of the Developer hereunder.

9. The City's obligation to pay reimbursement to Developer under this Agreement is contingent on the completion by Developer of construction of the infrastructure in accordance with applicable City and other standards, the plans and specifications for the infrastructure (which must be approved in writing by the City prior to commencement of construction), and any other applicable codes and standards imposed by any level or agency of government, and upon payment in full by Developer of the costs of such construction (including but not limited to design and engineering, materials, and labor), and upon acceptance of the Infrastructure by the City into its utility system for operation and maintenance as part of the overall City system. Nothing in this Agreement shall be construed to require the City to accept or approve the Infrastructure until it is in full compliance with the plans and specifications, and all applicable codes and standards.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
MAYOR

Attest: _____
CITY CLERK

Approved as to form and content:

_____
CITY ATTORNEY

DEVELOPER

Alia Cowan
Type Witness Name Alia Cowan

CR 44 LAND INVESTMENTS, LLC,
a Florida limited liability company

By: Mike Galvin
Name: Mike GALVIN
Title: MANAGER

_____
Type Witness Name J. Furlong

EXHIBIT "A" to be the map of the Development and project.

EXHIBIT "B" to be the narrative description of the project

EXHIBIT "C" to be an estimate of the cost to construct the Infrastructure and proposed reimbursement amount.

NOTE:

EXHIBIT "A"

MAP OF PROPOSED DEVELOPMENT

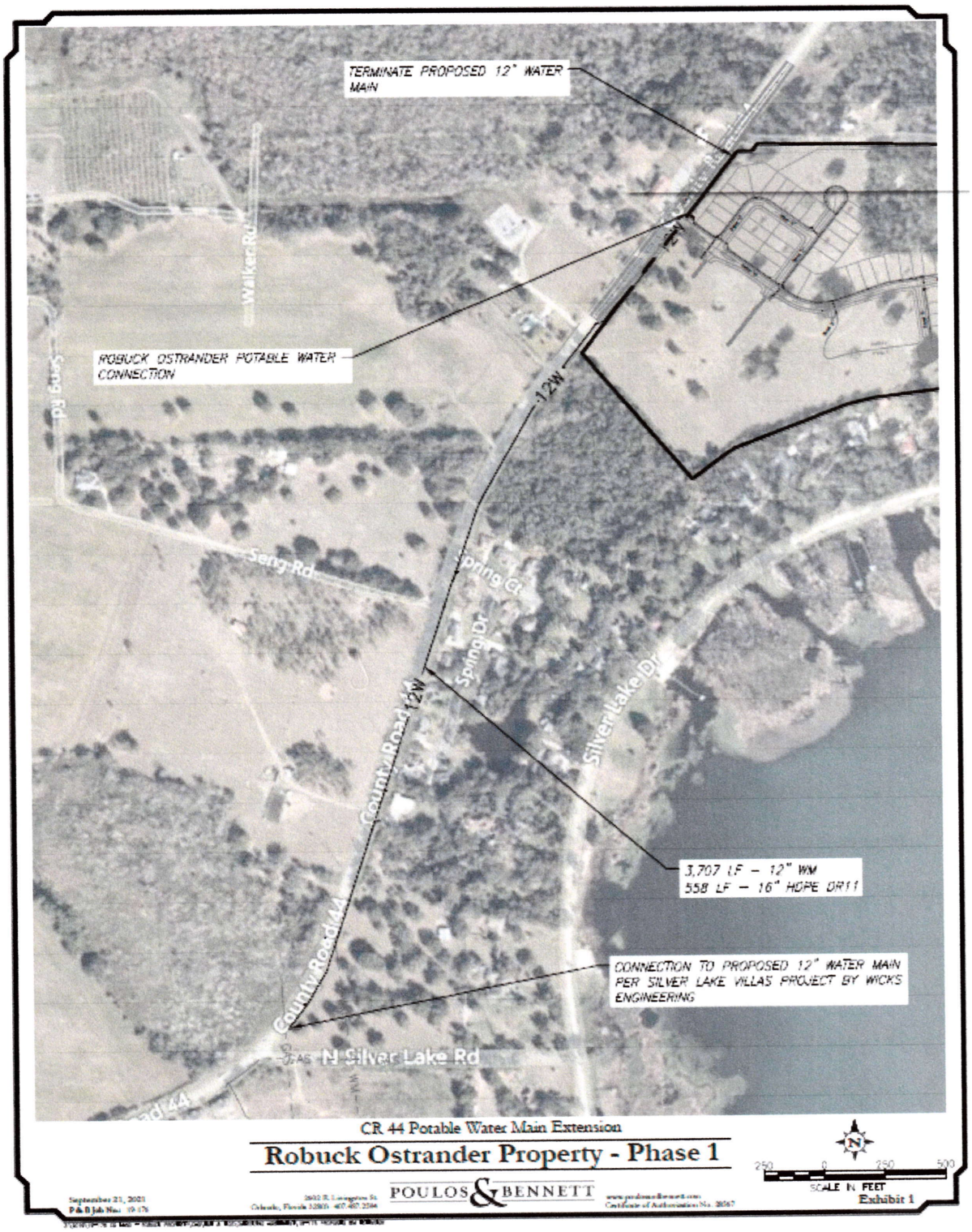

EXHIBIT "B"

DESCRIPTION OF PROPOSED WORK

Developer will construct approximately 3,707 linear feet of 12" PVC water main, to include associated valves and fittings, along CR 44 beginning vicinity of Silver Lake Villas and extending North/Northeast to the entry point of developer's proposed PUD. Construction will be in CR 44 right of way and will include restoration of disturbed soil and repair of any damaged driveway aprons.

EXHIBIT "C"

Engineer's Opinion of Probable Cost to Complete Infrastructure

1/17/2022
P&B Job # 19-176

ROBUCK OSTRANDER PROPERTY - MJSB-21-185

CR 44 WATER MAIN EXTENSION

OVERSIZE AGREEMENT

STANDARD BID FORM AND PAY ITEMS - WATER MAIN

"Oversized Utility Work" and "Development Sized Utility Work"				
Description	**Quantity**	**Unit**	**Unit Price**	**Total**
Oversized Water Main				
12" PVC Water Main	3,707	LF	$ 71.18	$ 263,864.26
16" DR11 HPDE Directional Bore	558	LF	$ 275.00	$ 153,450.00
12" Fittings	1	LS	$ 44,684.95	$ 44,684.95
12" Gate Valve	7	EA	$ 4,321.23	$ 30,248.61
Oversized Utility Work Total				**$ 492,247.82**
Development Required Water Main				
8" PVC Water Main	3,707	LF	$ 36.74	$ 136,195.18
10" DR11 HPDE Directional Bore	558	LF	$ 215.00	$ 119,970.00
8" Fittings	1	LS	$ 39,000.00	$ 39,000.00
8" Gate Valve	7	EA	$ 2,370.22	$ 16,591.54
Developer Sized Utility Work Total				**$ 311,756.72**
			Oversized Utility Work Total	**$ 492,248**
			Developer Sized Utility Work Total	**$ 311,757**
			Contingency	**5%**
			"Oversizing Cost"	**$ 189,516**

MARC DANIEL STEHLI
LICENSE
No 52781
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

P.E.
Date:

Note:

1. Testing is assumed to be the same for all size pipes 12" and under, so this was not included since there is no delta

2. This oversize agreement is based on Constructions Plans for Robuck Ostrander Property - Phase 1 Dated September 17, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: February 14, 2022

From: Lucy Gangone, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners of $4,787.35 to purchase additional metal shelving units for the storage and display of library materials; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners of $4,787.35 to purchase metal shelving units for the storage and display of library materials.

Analysis:
Lake County Board of County Commissioners administers a Library Impact Fee Trust Fund for the purpose of providing a source of revenue to fund the improvements of the county library system necessitated by growth (BCC Policy LCC-63). The Leesburg Public Library, as a member of the Lake County Library System through an Interlocal Agreement, is eligible to apply for Library Impact Fee Trust Funds. Our library owns over 400 music CDs for the young adult (YA) audience. The current shelving of ten (10) adjustable metal pull-out browsing drawers accommodates approximately 480 YA music CDs. The addition of five (5) pull-out drawers will add capacity for another 280 YA music CDs which can be shelved for direct patron access, thereby contributing to the improvement of the county library system.

Procurement Analysis:
N/A

Options:
1. Approve the resolution authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners for metal shelving for $4,787.35; or
2. Such alternative action as the City Commission may deem appropriate.

Fiscal Impact:
If awarded, a budget adjustment will be necessary to add $4,787.35 to the current Library budget for equipment costs.

Account No. 001-0000-337-7100
Project No. LSHLV2

Submission Date and Time: 2/9/2022 1:02:34 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LIBRARY DEPARTMENT TO APPLY FOR AND ACCEPT, IF AWARDED, A GRANT FROM THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS OF $4,787.35 TO PURCHASE ADDITIONAL METAL SHELVING UNITS FOR THE STORAGE AND DISPLAY OF LIBRARY MATERIALS; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners to purchase metal shelving for the storage and display of library materials.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Leesburg

B. APPLICANT ADDRESS

Street **501 West Meadow Street** PO Box if applicable **PO Box 490630**

City **Leesburg** Zip Code **34749-0630**

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. **X** County library impact fee is assessed within municipality, or

___municipality collects local library impact fee which is equal to or greater than county library impact fee, or

___municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. **X** Municipality has a library which is a member of the Lake County Library System, or

___is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Signature Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY **Leesburg Public Library**

B. LIBRARY ADDRESS **X** Current ____ Future

Street **100 East Main Street** City **Leesburg** Zip **34748**

3. PROJECT MANAGER (Library Director)

A. Name **Lucy B. Gangone** Telephone **352-728-9791**

Fax **352-326-6635** E-mail **lucy.gangone@leesburgflorida.gov**

4. TYPE OF PROJECT

A. ____ CONSTRUCTION

____ Design & Engineering ____New Building ____Expansion

B. ____ COLLECTIONS

C. ____ EQUIPMENT

____ Public Access Computers____Number

__X__ Other (describe) **Shelving**

5. THIS PROJECT IS INCLUDED IN: (Maximum of 5 points) (Mark all that apply)

____ Master Facilities Plan for Lake County Library System
____ City or County Capital Improvement Plan
__X__ Lake County Library System Long Range Plan of Service
__X__ Lake County Library System Annual Plan of Service
____ Other (Describe)

6. COST OF TOTAL PROJECT (Estimated) **$4,787.35**

7. AMOUNT REQUESTED (Maximum of 10 points) **$4,787.35**

8. % OF PROJECT ELIGIBLE FOR IMPACT FEES **100%**

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

__X__Applicant contributes to countywide library impact fee fund (10 points)
___Applicant collects and retains impact fees locally (-10 points)

10. PROJECT HISTORY (Maximum of 5 points)

A. Is this a new project request:

__X__Yes

____ No Year of 1st Request ____

B. Has project previously received funding from library impact fees?

____Yes _**X**__No

If Yes, was the project request_____partially or_____fully funded?

Year/s_____Amount _____

11. PROJECT NARRATIVE – (No more than 3 pages, Maximum of 30 points)

a. Briefly describe project (0-5)
b. Include justification for use of impact fees (0-5)
c. Establish need for the project (0-5)
d. Describe how the project will benefit the local community (0-5)
e. Describe how the project will benefit county-wide library service (0-5)
f. Provide an itemized cost estimate for equipment requests (0-5)

12. APPLICANT PRIORITY RANKING (If requesting more than one project)_____

13. INITIAL YEAR OF PARTICIPATION 2002

14. COMPLETED BY: Lucy B. Gangone DATE: 02/03/2022

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF LIBRARY SERVICES
418 W. Alfred St., Suite C, Tavares, FL 32778

Staff Use Only

Project Rating_____ Project Ranking _____
Recommended Level of Funding _____
Approved Level of Funding _____
Comments _____
_____
_____

Lake County Library Impact Fees
Project Application
City of Leesburg

11. PROJECT NARRATIVE

a. **Briefly describe project:** This project is the purchase of five (5) adjustable pull-out metal drawers for the storage and display of the Library's Young Adult (YA) music CD collection.

b. **Include justification for use of impact fees:** The Lake County Board of County Commissioners Policy LCC-63 on "Library Impact Fee Application and Distribution Process" defines the purpose of impact fees "to provide a source of revenue to fund the construction or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."

c. **Establish need for the project:** The Leesburg Public Library currently owns over 400 music CDs classified as YA. The current shelving of ten (10) adjustable metal pull-out browsing drawers accommodates approximately 480 music CDs. The addition of five (5) drawers will add capacity for an additional 240 music CDs which can be shelved for direct public access. The YA music CD collection is maintained by regular weeding and monthly purchase of curated selections based on patron circulation and currency. As of July 2021, the City of Leesburg had current or future residential housing developments planned with an estimated 25,000 housing units, including developments for families like Windsong, Lake Denham Estates, and White Marsh. It is anticipated that this additional growth in Leesburg families will have an impact on the use of the Library's collections, including the YA music CD collection.

d. **Describe how the project will benefit the local community:** The Library's YA music CD collection is used not only by teens but also adults seeking the latest in popular music. The Adult Services department maintains an adult music CD collection that is comprised of many diverse genres (e.g. jazz, county, classical, religious, etc.), and popular music does not receive a particular emphasis. In addition, many of the Library's patrons do not subscribe to music streaming services, and rely upon the Library for free access to audio music resources.

e. **Describe how the project will benefit county-wide library service:** Titles in the Library's YA music CD collection may be borrowed through intralibrary loan by any resident holding a valid Lake County Library System borrower's card. In addition, many of the County's patrons do not subscribe to music streaming services, and rely upon the libraries in the system for free access to audio music resources.

f. **Provide an itemized cost estimate for equipment requests:**

Quantity	Item Description	Unit Price	Total Price
5	Pull-out adjustable media browse drawers with 5 dividers	$476.00	$2,380.00
1	58.25% Manufacturer's Material Surcharge (Current)		1,386.35
1	10% Manufacturer's Material Surcharge (Future)		476.00
1	Unloading and Installation		545.00
TOTAL			**$4,787.35**

LIBRARY INTERIORS OF FLORIDA, INC.

10006 Cross Creek Blvd. #432 ■ Tampa, FL 33647 ■ ph.813.977.6805 ■ fax.813.977.6806

Quotation

Customer: Melissa Curry
Leesburg Public Library
100 East Main Street
Leesburg, FL 34748
352-728-9790

Date: January 27, 2022

Submitted By: Jeff Hunt

Project: Young Adult - media bins

Item	Qty	Catalog #	Item Description	Unit List Price	Total List Price	Unit Net Price	Total Net Price
ESTEY Steel Library Shelving							
All pricing is NET F.O.B. DELIVERED (without installation) per Palm Beach County Schools Contract #20C-56P "School Furniture" through 9/16/23 .							
			Finish: ESTEY "Black"				
A	5	XHDBRB3611A	12" deep (11" actual) x 36" wide adjustable pull-out browse box with (5) dividers	$ 680.00	$ 3,400.00	$ 476.00	$ 2,380.00

	Total List Price	$ 3,400.00
30%	Fixed Discount	$ (1,020.00)
	Total Net	$ 2,380.00

58.25% Manufacturer's Material Surcharge (current terms)	$ 1,386.35
20.00% Manufacturer's Material Surcharge (future allowance)	$ 476.00

UNLOADING & INSTALLATION of new furnishings: $ 545.00

- receive freight at local warehouse to avoid drop-ship at jobsite
- unload pallets with forklift to maintain original package integrity
- inspect for damage and process any claims for replacements
- store all products until jobsite is ready for installation
- confirm jobsite conditions and coordinate schedule
- strip shrink-wrap and break-down cartons
- assemble components, adjust and level
- maintain extra hardware inventory for any shortages
- perform any field-modifications and touch-up
- wipe-down furnishings and vacuum flooring
- remove trash from jobsite and pay disposal fees
- maintain general liability and worker's compensation insurance

Total Project $ 4,787.35

tennsco
Storage Made Easy

November 1, 2021

RE: Material Cost Surcharge

Dear Valued Customer:

As you are aware, most all segments of the American economy are facing unprecedented strain on the supply chain and Tennsco has been battling these challenges as well. Our greatest concern is steel prices remain at historically high levels, and we do not see relief anytime soon. In addition to high steel prices, we are seeing rising costs and extended lead-times across nearly all our purchased parts and other raw materials. Finding and retaining quality production workers is an ongoing concern and has added to our labor costs. Tennsco, as well as most manufacturers, are facing unprecedented challenges.

Earlier this year, we made the decision to implement a material surcharge to help us react quickly to the rapidly changing steel market prices, as well as other cost drivers. Due to factors mentioned above, we will be adjusting the surcharge to 58.25% on net pricing, effective December 1, 2021. While we need this increase immediately to cover costs, we are delaying the implementation for a month to give our customers time to plan and react. This surcharge will be applied to all orders with Tennsco standard lead times. If an extended lead time is needed, please reach out to our quotes department.

Tennsco fully understands the burden we are placing on our dealer/distributors. It is our belief that the current steel market is an aberration and we do not see how these extremely high prices can be long sustained by the U.S. market. We fully plan to reduce, and eventually eliminate, the material surcharge as prices ease up and market conditions normalize. We will continue to make every effort to control our costs, and therefore, minimize the surcharge.

We appreciate your understanding and truly value our partnership.

Best Regards,
Tennsco, LLC

Stuart Speyer
President

201 Tennsco Drive, Dickson, TN 37055 | P.O. Box 1888, Dickson, TN 37056-1888
Customer Service: (866) 446-8686 • Fax (866) 445-7260 | www.tennsco.com

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: February 14, 2022

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 the Leesburg International Airport Disadvantaged Business Enterprise (DBE) Program, for fiscal years 2022-2024; and providing an effective date.

Staff Recommendation:
Staff recommends approve of the Leeburg International Airport DBE Program for FY 2022-2024.

Analysis:
The City/Airport is required to establish and maintain a DBE Program in accordance with Regulation 49 CFR Part 26, as a condition of receiving funding from the U.S. Department of Transportation.

Procurement Analysis:
N/A

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

Fiscal Impact:
None

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LEESBURG INTERNATIONAL AIRPORT DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM, FOR FISCAL YEARS 2022-2024; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute the Leesburg International Airport Disadvantaged Business Enterprise Program.

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 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF LEESBURG
DBE/SBE PROGRAM

Leesburg International Airport

FY 2022 THROUGH FY 2024

Prepared on 8/6/2021

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POLICY

STATEMENT Section 26.1, 26.23 Objectives/Policy

Statement

The City of Leesburg, owner of the Leesburg International Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Leesburg has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, The City of Leesburg has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the City of Leesburg to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also the City of Leesburg's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Mr. Mike Thornton, Purchasing Manager, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, Mr. Mike Thornton, Purchasing Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Leesburg in its financial assistance agreements with the Department of Transportation.

The City of Leesburg has disseminated this policy statement to the Leesburg City Commission, the Mayor, and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform
work on the City of Leesburg DOT-assisted contracts. The distribution was accomplished by email to each City Commissioner, the Mayor, and the Leesburg International Airport Manager.

Mr. Mike Peterson, Mayor Date

GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Leesburg is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The City of Leesburg will use terms in this program that have their meanings defined in Part 26.5.

Section 26.7 Non-discrimination Requirements

The City of Leesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Leesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT

The City of Leesburg will provide data about its DBE Program to the Department as directed by the Federal Aviation Administration (FAA), Office of Civil Rights. DBE participation will be reported to the FAA, Office of Civil Rights, as follows: The City of Leesburg will transmit to the FAA, Office of Civil Rights, annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. This information will include the information as shown on the Bidder's List Collection Form as shown in Attachment 3. The City of Leesburg will similarly report the required information about participating DBE firms. All reporting will be done through the FAA, Office of Civil Rights' official reporting system, or another format acceptable to the FAA as instructed thereby.

Bidders List

The City of Leesburg will maintain an up-to-date Florida Department of Transportation (FDOT) DBE Directory, which will be made available through the City's procurement website at www.leesburgflorida.gov/purchasing. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on the City of Leesburg DOT-assisted contracts, for use in helping to set overall goals.

The Directory indicates which firms have passed FDOT's certification process. The Directory shall contain the following minimum information on each firm listed:

- Firm's Name
- Type of Work Address
- Telephone Number
- DBE status
- Contact Person
- Date of most recent certification
- NAICS Codes

Companies listed in the Directory are classified by the major type of work that the company is capable of performing. In the event a bidder names other DBEs that he/she desires to use, these firms will be included in the Directory only after they have been certified by FDOT.

The DBE Directory is available to bidders interested in meeting DBE goals or to locate DBEs capable of performing work. All information in the Directory is reviewed and updated annually. In the event a bidder desires more information about a listed DBE, they are encouraged to solicit that information from the firm directly by contacting the person listed in the Directory.

The City of Leesburg will on an annual basis submit the *Uniform Report of DBE Awards and Commitments and Payments* (Attachment 11) to the FAA. This report will be completed using information obtained from the Bidders List Collection Form (Attachment 3), which will become part of the bid package to be submitted by each bidder of any project which includes AIP funds. Further, The City of Leesburg will maintain records of each firm's compliance for a minimum of three years. At a minimum, the City will keep a complete application package for each certified firm and all affidavits of no change, change notices, and on-site reviews.

Section 26.13 Federal Financial Assistance Agreement

The City of Leesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: - Each financial assistance agreement the City of Leesburg signs with a DOT operating administration such as the FAA (or a primary recipient) will include the following assurance:

The City of Leesburg shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City of Leesburg shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Leesburg DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Leesburg of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: The City of Leesburg will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE

REQUIREMENTS Section 26.21 DBE Program Updates

The City of Leesburg is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds $250,000 in FAA funds in a federal fiscal year. The City of Leesburg is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the City of Leesburg is in compliance with it and Part 26. The City of Leesburg will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Leesburg does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer

The following individual has been designated as the DBE Liaison Officer (DBELO) for the City of Leesburg:

Mr. Mike Thornton
Purchasing Manager
204 N. 5th Street Leesburg,
FL 34748
(352) 728-9800
Mike.Thornton@LeesburgFlorida.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Leesburg complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the City of Leesburg City Manager concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of three to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.

3. Works with the Aviation Manager to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the City of Leesburg's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Mayor and the City Commission on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides outreach to DBEs and community organizations, upon request, to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the City of Leesburg to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The DBELO will maintain an up-to-date listing of local and regional banks, which are owned and managed by socially and economically disadvantaged individuals. The listing will reflect the latest knowledge, available to the City of Leesburg, as to the full range of services in each bank. The DBELO will serve as the City of Leesburg's focal point to carry out the City's policy to utilize the listed services of these banks, to the greatest extent possible. The City's investigation with the National Bankers Association (NBA), an agency that tracks minority owned banks, indicates that there are no banks in this area, which are known to be owned by socially and economically disadvantaged individuals. The DBELO will investigate any new banks established in the community, in the future, which are owned by socially and economically disadvantaged individuals, and use their services when feasible. When a bank, owned and operated by socially and economically disadvantaged individuals, is opened at any time during the period of this approved Program, the City will provide notification to prime contractors.

Section 26.29 Prompt Payment Mechanisms

The City of Leesburg requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the City of Leesburg established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the City of Leesburg.

The City of Leesburg ensures prompt and full payment of retainage from the prime contractor to

the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the City of Leesburg has selected the following method to comply with this requirement:

The City of Leesburg will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the City's payment to the prime contractor.

To implement this measure, the City of Leesburg includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract:

> The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
>
> From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 of AC 150/5370-10 titled PAYMENT OF WITHHELD FUNDS of this section. The balance 90 percent of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 of AC 150/5370-10 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.
>
> When at least 95 percent of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.
>
> The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Section 26.31 Directory

The City of Leesburg is a non-certifying member of the Florida Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31.

Section 26.33 Over-concentration

The City of Leesburg has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Leesburg has not established a Business Development Program.

Section 26.37 Monitoring Responsibilities

The City of Leesburg implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the City's DBE program.

The City of Leesburg actively monitors participation by maintaining a running tally of actual DBE attainments (*e.g.*, payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs
The City of Leesburg undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- The prime contractor shall submit a report of DBE expenditures
- The report shall show all DBE and non-DBE subcontractors, the amount of their subcontract, the amount earned to date, the amount paid to date, and the amount remaining to be earned.
- The report shall also have each DBE subcontractor verify the amounts earned and paid to date.
- The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- The DBELO will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

- The DBELO will perform interim audits of each contractor's payments to DBEs to review payments to DBEs and ensure that the actual amount paid to DBE subcontractors equals the dollar amount stated in the schedule of DBE participation.

The City of Leesburg requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the City's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the City of Leesburg or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

The City of Leesburg proactively reviews contract payments to subcontractors including DBEs on a quarterly basis. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to City of Leesburg by the prime contractor.

Prompt Payment Dispute Resolution

The City of Leesburg will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

1. Hold meetings with representatives of the prime contractor, the sub-contractor, the resident project representative and/or the project manager to resolve the payment dispute.
2. Every attempt will be made to have individuals authorized to bind each interested party with the authority to take enforcement action at the meeting, including representatives from the City of Leesburg.

The City of Leesburg has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:

- The subcontractor should first contact the contracting prime directly to inquire as to the reason that prompt payment(s) have not been received.
- Should the subcontractor not receive a satisfactory answer from the contracting prime, or is uncomfortable contacting the contracting prime directly, the subcontractor should notify the DBELO in writing of the issue and ask for resolution.
- If filing a written complaint with the DBELO does not result in prompt, significant action by the City of Leesburg to resolve the prompt payment issue, the DBE subcontractor may contact the FAA Office of Civil Rights as follows:

Federal Aviation Administration
Office of Civil Rights
Southern Region Headquarters, ASO-9

P. O. Box 20636
Atlanta, GA 30320-0631

Main Phone: (404) 305-5250
Office Fax:(404) 305-5258
Location: 1701 Columbia Ave.
College Park, GA 30337

Hours of Operation: From 8 a.m. to 4:30 p.m. Eastern Time

- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution. The FAA Prompt payment complaint reporting form can be found at https://www.surveymonkey.com/r/PromptPaymentsComplaints

Enforcement Actions for Noncompliance of Participants
The City of Leesburg will provide appropriate means to enforce the requirements of §26.29. These means include:

- In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract
- Pay subcontractors directly and deduct this amount from the retainage owed to the prime
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met

The City of Leesburg will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites
The City of Leesburg reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the DBELO and the design consultant project manager. Contracting records are reviewed by the DBELO and the design consultant project manager. The City of Leesburg will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering Small Business Participation

The City of Leesburg has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. Implementation of the small business element is required in order for the City of Leesburg to be considered by DOT as implementing this DBE program in good faith.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Leesburg does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The City of Leesburg will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the City of Leesburg will submit its Overall Three-year DBE Goal to the FAA Office of Civil Rights by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of the FAA Office of Civil Rights.

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/DBE%20and%20ACDBE%20Reporting%20Requirements%20for%20Airport%20Grant%20Recipients.pdf

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the City of Leesburg does not anticipate awarding prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and City of Leesburg will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The City of Leesburg will use the Florida Department of Transportation DBE Directory as a method to determine the base figure. The City of Leesburg understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The City of Leesburg will examine all the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made. The City of Leesburg does not currently have evidence that that such an adjustment is need.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the City of Leesburg market. The methodology for determining the goal is presented in Attachment 5.

In establishing the overall goal, the City of Leesburg will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations, which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the City of Leesburg to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the City of Leesburg is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the City of Leesburg engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met. The persons or groups with whom this consultation occurred should be listed specifically in the goal methodology and calculation attachment. This consultation has not yet occurred.

In addition to the consultation described above, the City of Leesburg will publish a notice announcing the proposed overall goal before submission to the FAA Office of Civil Rights on August 1st. The notice will be posted on the City of Leesburg's official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the FAA Office of Civil Rights, the revised goal will be posted on the official internet web site.

The Overall Three-Year DBE Goal submission to the FAA Office of Civil Rights will include a summary of information and comments received, if any, during this public participation process and the City of Leesburg's responses.

The City of Leesburg will begin using the overall goal on October 1 of the relevant period, unless other instructions from the FAA Office of Civil Rights have been received.

Project Goals

If permitted or required by the FAA Office of Civil Rights Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals.
A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal,
applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

Prior Operating Administration Concurrence

The City of Leesburg understands that prior FAA Office of Civil Rights concurrence with the overall goal is not required. However, if the FAA Office of Civil Rights review suggests that the overall goal has not been correctly calculated or that the method employed by the City of Leesburg for calculating goals is inadequate, FAA Office of Civil Rights may, after consulting with the City of Leesburg, adjust the overall goal or require that the goal be adjusted by the City. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to Meet Overall Goals

The City of Leesburg cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the City fails to administer its DBE program in good faith.

The City of Leesburg understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The City of Leesburg understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The City of Leesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

(1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

(2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

(3) Providing technical assistance and other services;

(4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The City of Leesburg will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order to meet the overall goal.

For example, if the City of Leesburg overall goal for Year 1 is 12 percent, and the City estimates that it can obtain 12 percent or more DBE participation through the use of race- neutral measures, without any use of contract goals, in this case, the City is not required to set any contract goals for the contracts that will be performed in Year 1. However, if part way through Year 1, the City's DBE awards or commitments are not at a level that would permit it to achieve the overall goal for Year 1, the City could begin setting race-conscious DBE contract goals during the remainder of the year as part of its obligation to implement the City of Leesburg's program in good faith.]

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of [*the total amount of a DOT- assisted contract* OR *the Federal share of a DOT-assisted contract*].

Section 26.53 Good Faith Efforts Procedures in Situations Where There are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

The City of Leesburg will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

(1) Award of the contract will be conditioned on meeting the requirements of this section;

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:

(i) The names and addresses of DBE firms that will participate in the contract;

(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;

(iii) The dollar amount of the participation of each DBE firm participating;

(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's

commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

(3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:

(4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (2) of this section before the final selection for the contract is made by the recipient.

Administrative Reconsideration

Within 7 continuous calendar days [*consider that administrative reconsideration must be offered before making an award decision*] of being informed by the City of Leesburg that it is not responsive because it has not documented adequate good faith efforts, and before an award decision is made, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Leesburg City Attorney
501 W. Meadow Street
Leesburg, FL 34748
(352) 728-9786 ext. 1100

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts. The Reconsideration official does not report to the DBELO who made the original determination and must be well acquainted with the requirements outlined in Appendix A of 49 CFR Part 26.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts Procedural Requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE

subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the City of Leesburg. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the City of Leesburg agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(6) The City of Leesburg determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the project and provides the City of Leesburg with written notice of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(10) Other documented good cause that the City of Leesburg has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the City of Leesburg a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Leesburg, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City of Leesburg and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (*e.g.*, safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

> The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the City of Leesburg as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Leesburg will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the City of Leesburg requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor. The City of Leesburg shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the City of Leesburg may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the

DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

SUBPART D – CERTIFICATION STANDARDS Section 26.61– 26.73 Certification Process

The City of Leesburg is a non-certifying member of the Florida Unified Certification Program (UCP). Florida UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Florida UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Mr. Dwayne Moore
DBE & Small Business Development Programs Manager
605 Suwannee St. MS 65
Tallahassee, FL 32399
(850) 414-4745
dwayne.moore@dot.state.fl.us

The Uniform Certification Application form and documentation requirements are found in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The City of Leesburg is a non-certifying member of the Unified Certification Program (UCP) administered by the Florida Department of Transportation. The FDOT UCP meets all the requirements of §26.81.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the City of Leesburg

The City of Leesburg understands that if it fails to comply with any requirement of this part, the City may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include program actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122.

Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties. The "Florida Sunshine Law," established in 1995, is a series of laws designed to guarantee that the public has access to the public records of government bodies in Florida. Public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form or characteristics, or means of transmission, made or received pursuant to law to ordinance or in connection with the transaction of official business by any agency. Some exemptions that are included are federal records that the federal government has designated as non-public, personal e-mails sent from or received by City employees using a government computer, some "drafts" or "notes" are also exempt.

According to the "Florida Sunshine Law," any person in Florida can request public documents and a purpose does not have to be stated. Records can be used any way the person wants, and the law does not specify a specific response time. The "Florida Sunshine Law" and its exemptions is contained in Title X, Chapter 119, *Public Records*, of the Florida Statutes.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The City of Leesburg, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The City of Leesburg understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

Attachment 1 Link to 49 CFR Part 26
Attachment 2 Organizational Chart
Attachment 3 Bidder's List Collection Form Attachment
Attachment 4 Florida DBE Directory Weblink
Attachment 5 Overall Goal Calculations
Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7 DBE Monitoring and Enforcement Mechanisms
Attachment 8 DBE Certification Application Form
Attachment 9 State of Florida UCP
Attachment 10 Small Business Element Program

ATTACHMENT 1 – Link to Regulation 49 CFR Part 26

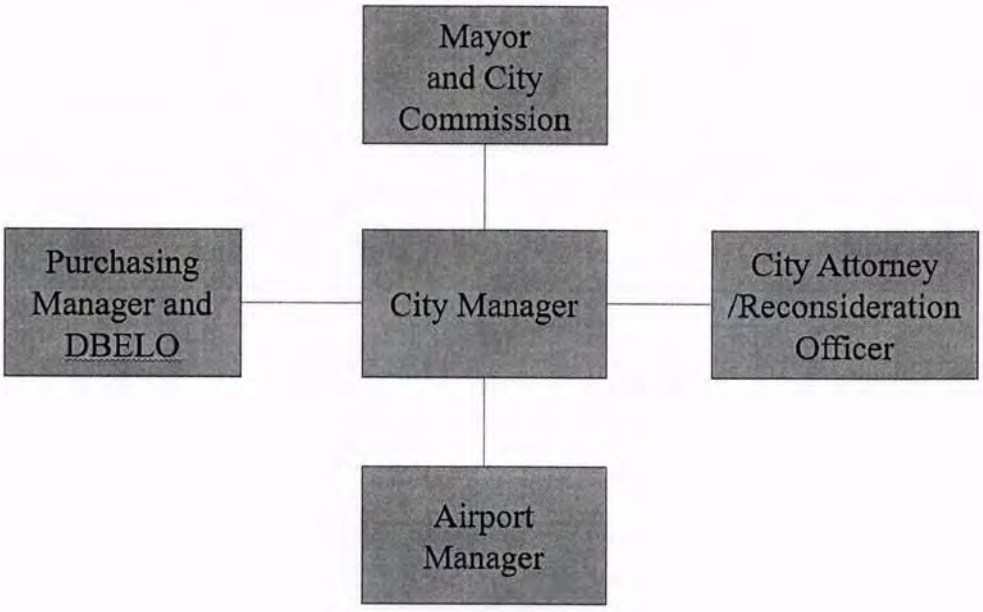
A Link to Regulation 49 CFR Part 26 is:

https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=b91de5ab6b73016dcc2e8f3aa3ed35f4&tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

Additional Information can be found at the website of the FAA Office of Civil Rights (ASR):
https://www.faa.gov/about/office_org/headquarters_offices/acr/

ATTACHMENT 2 - Organizational Chart

CITY OF LEESBURG
DBE ORGANIZATION CHART



ATTACHMENT 3 - Bidder's List Collection Form

Reminder: the information below must be collected from every bidder who submits a quote/bid to the recipient and every potential subcontractor who submitted a quote/bid to each bidder. §26.11(c) requires the City of Leesburg to collect information from all bidders and subcontractors, including unsuccessful ones.

Firm Name	Firm Address/Phone #	DBE or Non-DBE Status (verify via the State's UCP Directory	Age of Firm	Annual Gross Receipts
			☐Less than 1 year ☐1-3 years ☐4-7 years ☐8-10 years ☐More than 10 years	☐Less than $500K ☐$500K - $1 million ☐$1-2 million ☐$2-5 million ☐Greater than $5 million
			☐Less than 1 year ☐1-3 years ☐4-7 years ☐8-10 years ☐More than 10 years	☐Less than $500K ☐$500K - $1 million ☐$1-2 million ☐$2-5 million ☐Greater than $5 million
			☐Less than 1 year ☐1-3 years ☐4-7 years ☐8-10 years ☐More than 10 years	☐Less than $500K ☐$500K - $1 million ☐$1-2 million ☐$2-5 million ☐Greater than $5 million
			☐Less than 1 year ☐1-3 years ☐4-7 years ☐8-10 years ☐More than 10 years	☐Less than $500K ☐$500K - $1 million ☐$1-2 million ☐$2-5 million ☐Greater than $5 million
			☐Less than 1 year ☐1-3 years ☐4-7 years ☐8-10 years ☐More than 10 years	☐Less than $500K ☐$500K - $1 million ☐$1-2 million ☐$2-5 million ☐Greater than $5 million
			☐Less than 1 year ☐1-3 years ☐4-7 years ☐8-10 years ☐More than 10 years	☐Less than $500K ☐$500K - $1 million ☐$1-2 million ☐$2-5 million ☐Greater than $5 million

ATTACHMENT 4 - Florida DBE Directory Weblink

https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

ATTACHMENT 5 - Overall DBE Three-Year Goal Methodology

Name of Recipient: City of Leesburg

Goal Period: FY 2022-24 (10/1/2021 through 9/30/2024)

DOT-assisted contract amounts:

Year 1	$130,000
Year 2	$100,000
Year 3	$1,035,000
Totals	$1,265,000

Overall Three-Year Goal: 1.3%, to be accomplished through 0.0% Race Conscious and 1.3% Race Neutral

Total dollar amount to be expended on DBEs: $31,791

Describe the Number and Type of Contracts that the airport anticipates awarding:

Contracts in Fiscal Year #1

1. Wildlife Hazard Assessment - $130,000

Contracts in Fiscal Year #2

1. Stormwater Infrastructure Improvements Design - $100,000

Contracts in Fiscal Year #3

1. Stormwater Infrastructure Improvements Construction - $1,000,000
2. Wildlife Hazard Planning - $35,000

Market Area: The Leesburg International Airport typically attracts consultants, contractors and subcontractors (successful and unsuccessful) from Lake, Orange, Marion, and Seminole counties of Florida. When researching DBEs from the FDOT website, the market area was confined to all DBEs certified to work on aviation projects and located in Lake, Marion, Orange, and Seminole counties.

Step 1. Actual relative availability of DBEs

The base figure for the relative availability was calculated as follows:

Method: Use DBE Directories **https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx** and Census Bureau Data (**https://data.census.gov/cedsci/**).

Weighted Availability of DBE firms:

Fiscal Year #1

For 10/1/2021 - 9/30/2022, award of the following is anticipated:

Project Name	Trade Description	NAICS Description	NAICS	Trade ($)	Directory	Census	DBE (%)	DBE ($) (= Trade $ x DBE %)
Wildlife Hazard Assessment	Engineering including Environmental	Engineering Services	541330	$130,000	7	58	12.1%	$15,690
Wildlife Hazard Assessment				$130,000			12.1%	$15,690
Year 1 Total				$130,000			12.1%	$15,690

Fiscal Year #2

For 10/1/2022 - 9/30/2023, award of the following is anticipated:

Project Name	Trade Description	NAICS Description	NAICS	Trade ($)	Directory	Census	DBE (%)	DBE ($) (= Trade $ x DBE %)
Stormwater Infrastructure Improvements Design	Engineering including Environmental	Engineering Services	541330	$80,000	7	58	12.1%	$9,655
Stormwater Infrastructure Improvements Design	Surveying and Mapping	Survey and Mapping	541370	$20,000	1	9	11.1%	$2,222
Stormwater Infrastructure Improvements Design				$100,000			11.9%	$11,877
Year 2 Total				$100,000			11.9%	$11,877

Fiscal Year #3

For 10/1/2023 - 9/30/2024, award of the following is anticipated:

Project Name	Trade Description	NAICS Description	NAICS	Trade ($)	Directory	Census	DBE (%)	DBE ($) (= Trade $ x DBE %)
Stormwater Infrastructure Improvements Construction	Stormwater infrastructure construction	Storm Sewer Construction	237110	$1,000,000	0	59	0.0%	$0
Stormwater Infrastructure Improvements Construction				$1,000,000			0.0%	$0
Wildlife Hazard Planning	Engineering including Environmental	Engineering Services	541330	$35,000	7	58	12.1%	$4,224
Wildlife Hazard Planning				$35,000			12.1%	$4,224
Year 3 Total				$1,035,000			0.4%	$4,224

The base goal projection after weighting is as follows:

- Total Weighted DBE Availability: **$31,791**
- Total for All Trades: **$1,265,000**

Dividing the weighted DBE totals by the total estimate for all trades gives a base DBE availability figure for the projects anticipated during the goal-setting period. This figure is expressed as a percentage and serves as the basis for the three-year overall goal.

Base of DBE Goal: 2.5%

Step 2: Adjustments to Step 1 Base Figure

Use past history participation to adjust goal. Use three to five years of data. The median value will be averaged with the Step 1 Base Goal of 2.5%.

FY	Total Grant $ Amount	DBE Goals			Accomplishments			Type of Work
		Race Conscious (%)	Race Neutral (%)	Total	Race Conscious (%)	Race Neutral (%)	Total	
FY 19	$238,050	0.6%	0.0%	0.6%	0.0%	0.0%	0.0%	testing
FY 20	$238,050	0.6%	0.0%	0.6%	9.2%	0.0%	9.2%	testing
FY 21	$238,050	0.6%	0.0%	0.6%	0.0%	0.0%	0.0%	testing

Arranging this historical data from low to high, (0%, 0%. 9.2%) the median is 0.0%.

Step 1 Base averaged with historical median: (2.5% + 0.0%) / 2 = 1.3%

Breakout of Estimated "Race and Gender Neutral" (RN) and "Race and Gender Conscious" (RC) Participation.

Breakout of Estimated "Race and Gender Neutral" (RN) and "Race and Gender Conscious" (RC) Participation

City of Leesburg will meet the maximum feasible portion of the overall goal by using race neutral means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing;
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
9. Assist DBEs and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

City of Leesburg estimates that in meeting the established overall goal of 1.3%, it will obtain 1.3% from RN participation and 0.0% through race conscious measures.

This breakout is based on: The City of Leesburg does not include goals in contracts; therefore, the goal will be reached through race neutral measures.
City of Leesburg will adjust the estimated breakout of race neutral and race conscious DBE participation as needed to reflect actual DBE participation (see §26.51(f)) and track and report race neutral and race conscious participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

PUBLIC PARTICIPATION

Consultation:

In establishing the overall goal, City of Leesburg will provide for consultation and publication. This process will include consultation with minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Leesburg's efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process. Details of the consultation are as follows.

The consultation shall be conducted in advance of formal invitation(s) to bid by the City of Leesburg. The nature of the consultation may be; face-to-face meeting, teleconference, or video conference, depending on availability and strong consideration of the health and well-being of participants.

Comments, if any, that are received during the course of the consultation, will be shared.

A notice of the proposed goal will be published on the City of Leesburg official website and the methodology will be submitted to Federal Aviation Administration, via the Civil Rights Connect website module.

If the proposed goal changes following review by Federal Aviation Administration, the revised goal will be posted on City of Leesburg official website.

Notwithstanding paragraph (f)(4) of §26.45, City of Leesburg proposed goals will not be implemented until this requirement has been met.

Sample Public Notice Language:

PUBLIC NOTICE (Proposed)

City of Leesburg hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of 1.3% for FAA-funded contracts/agreements. The proposed goal pertains to federal fiscal years 2022 through 2024 (10/1/2021 - 9/30/2024). A meeting/teleconference/etc. will be held prior to any formal invitation(s) to bid, at the beginning of each fiscal year, for the purpose of consulting with stakeholders to obtain information relevant to the goal-setting process.

The proposed goal and its attendant methodology are available for inspection by public record request, for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Mr. Mike Thornton
Purchasing Manager
204 N. 5th Street, Leesburg, FL 34748
352-728-9800
Mike.Thornton@leesburgflorida.gov

OR

Federal Aviation Administration
Office of Civil Rights

ATTACHMENT 6 - Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

☐ Bidder/offeror has met the DBE contract goal
The bidder/offeror is committed to a minimum of % DBE utilization on this contract.

☐ Bidder/offeror has not met the DBE contract goal
The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm:

_____

Bidder/Offeror Representative:

_____

Name & Title

_____

Signature Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm:

Name & title of DBE firm's AR:

Address:

City: State: Zip:

Phone: Email:

Work to be performed by DBE firm:

Description of Work	*NAICS*	*Dollar Amount / % **	*Dealer/Manufacturer ***

**Percentage is to be used only in negotiated procurements, including design-build contracts*
***For material suppliers only, indicate whether the DBE is a manufacturer, or a regular dealer as defined by §26.55.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is $_____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____
Signature of Bidder/Offeror's Authorized Representative Date: _____

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

_____ Date: _____
Signature of DBE's Authorized Representative

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void. *Submit this page for each DBE subcontractor.*

ATTACHMENT 7 - DBE Monitoring and Enforcement Mechanisms

The City of Leesburg has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Withholding Payments to the Contractor under the contract until the contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8 - DBE Certification Application Form

OMB APPROVAL NO: 2105-0510
Expiration Date: 10/31/2021

Appendix F

UNIFORM CERTIFICATION APPLICATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) / AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) 49 C.F.R. Parts 23 and 26

Roadmap for Applicants

1. Should I apply?

You may be eligible to participate in the DBE/ACDBE program if:

- The firm is a for-profit business that performs or seeks to perform transportation related work (or a concession activity) for a recipient of Federal Transit Administration, Federal Highway Administration, or Federal Aviation Administration funds.
- The firm is at least 51% owned by a socially and economically disadvantaged individual(s) who also controls it.
- The firm's disadvantaged owners are U.S. citizens or lawfully admitted permanent residents of the U.S.
- The firm meets the Small Business Administration's size standard and does not exceed $23.98 million in gross annual receipts for DBE ($56.42 million for ACDBEs). (Other size standards apply for ACDBE that are banks/financial institutions, car rental companies, pay telephone firms, and automobile dealers.)

2. How do I apply?

First time applicants for DBE certification must complete and submit this certification application and related material to the certifying agency in your home state and participate in an on-site interview conducted by that agency. The attached document checklist can help you locate the items you need to submit to the agency with your completed application. If you fail to submit the required documents, your application may be delayed and/or denied. Firms already certified as a DBE do not have to complete this form, but may be asked by certifying agencies outside of your home state to provide a copy of your initial application form, supporting documents, and any other information you submitted to your home state to obtain certification or to any other state related to your certification.

3. Where can I send my application? [INSERT UCP PARTICIPATING MEMBER CONTACT INFORMATION]

4. Who will contact me about my application and what are the eligibility standards? A transportation agency in your state that performs certification functions will contact you. The agency is a member of a statewide Unified Certification Program (UCP), which is required by the U.S. Department of Transportation. The UCP is a one-stop certification program that eliminates the need for your firm to obtain certification from multiple certifying agencies within your state. The UCP is responsible for certifying firms and maintaining a database of certified DBEs and ACDBEs, pursuant to the eligibility standards found in 49 C.F.R. Parts 23 and 26.

5. Where can I find more information?

U.S. DOT—https://www.transportation.gov/civil-rights (This site provides useful links to the rules and regulations governing the DBE/ACDBE program, questions and answers, and other pertinent information)

SBA—Small Business Size Standards matched to the North American Industry Classification System (NAICS): http://www.census.gov/eos/www/naics/ and http://www.sba.gov/content/table-small-business-size-standards.

In collecting the information requested by this form, the Department of Transportation (Department) complies with the provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Privacy Act provides comprehensive protections for your personal information. This includes how information is collected, used, disclosed, stored, and discarded. Your information will not be disclosed to third parties without your consent. The information collected will be used solely to determine your firm's eligibility to participate in the Department's Disadvantaged Business Enterprise Program as defined in 49 C.F.R. §26.5 and the Airport Concession Disadvantaged Business Enterprise Program as defined in 49 C.F.R. §23.3. You may review DOT's complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477).

Under 49 C.F.R. §26.107, dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 2 C.F.R. Parts 180 and 1200, No procurement Suspension and Department, take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

INSTRUCTIONS FOR COMPLETING THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UNIFORM CERTIFICATION APPLICATION

NOTE: All participating firms must be for-profit enterprises. If your firm is not for profit, then you do NOT qualify for the DBE/ACDBE program and should not complete this application. If you require additional space for any question in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.

Section 1: CERTIFICATION INFORMATION

A. Basic Contact Information

(1) Enter the contact name and title of the person completing this application and the person who will serve as your firm's contact for this application.
(2) Enter the legal name of your firm, as indicated in your firm's Articles of Incorporation or charter.
(3) Enter the primary phone number of your firm.
(4) Enter a secondary phone number, if any.
(5) Enter your firm's fax number, if any.
(6) Enter the contact person's email address.
(7) Enter your firm's website addresses, if any.
(8) Enter the street address of the firm where its offices are physically located (not a P.O. Box).
(9) Enter the mailing address of your firm, if it is different from your firm's street address.

B. Prior/Other Certifications and Applications

(10) Check the appropriate box indicating whether your firm is currently certified in the DBE/ACDBE programs, and provide the name of the certifying agency that certified your firm. List the dates of any site visits conducted by your home state and any other states or UCP members. Also provide the names of state/UCP members that conducted the review.
(11) Indicate whether your firm or any firms owned by the persons listed has ever been denied certification as a DBE/ACDBE, 8(a), or Small Disadvantaged Business (SDB) firm, or state and local MBE/WBE firm. Indicate if the firm has ever been decertified from one of these programs. Indicate if the application was withdrawn or whether the firm was debarred, suspended, or otherwise had its bidding privileges denied or restricted by any state or local agency, or Federal entity. If your answer is yes, identify the name of the agency, and explain fully the nature of the action in the space provided. Indicate if you have ever appealed this decision to the Department and if so, attach a copy of USDOT's final agency decision(s).

Section 2: GENERAL INFORMATION

A. Business profile:

(1) Give a concise description of the firm's primary activities, the product(s) or services the company provides, or type of construction. If your company offers more than one product/service, list primary product or service first (attach additional sheets if necessary). This description may be used in our UCP online directory if you are certified as a DBE.
(2) If you know the appropriate NAICS Code for the line(s) of work you identified in your business profile, enter the codes in the space provided.
(3) State the date on which your firm was established as stated in your firm's Articles of Incorporation or charter.
(4) State the date each person became a firm owner.
(5) Check the appropriate box describing the manner in which you and each other owner acquired ownership of your firm. If you checked "Other," explain in the space provided.
(6) Check the appropriate box that indicates whether your firm is "for profit." **If you checked "No," then you do NOT qualify for the DBE/ACDBE program** and should not complete this application. All participating firms must be for-profit enterprises. Provide the Federal Tax ID number as stated on your firm's Federal tax return.
(7) Check the appropriate box that describes the type of legal business structure of your firm, as indicated in your firm's Articles of Incorporation or similar document. If you checked "Other," briefly explain in the space provided.
(8) Indicate in the spaces provided how many employees your firm has, specifying the number of employees who work on a full-time, part-time, and seasonal basis. Attach a list of employees, their job titles, and dates of employment, to your application.
(9) Specify the firm's gross receipts for each of the past three years, as stated in your firm's filed Federal tax returns. You must submit complete copies of the firm's Federal tax returns for each year. If there are any affiliates or subsidiaries of the applicant firm or owners, you must provide these firms' gross receipts and submit complete copies of these firm(s) Federal tax returns. Affiliation is defined in 49 C.F.R. §26.5 and 13 C.F.R. Part 121.

B. Relationships and Dealings with Other Businesses

(1) Check the appropriate box that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, financing, or any office staff and/or employees with any other business, organization or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and fully explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or oral

agreement. Provide an explanation of any items shared with other firms in the space provided.

(2) Check the appropriate box indicating whether any other firm currently has or had an ownership interest in your firm at present or at any time in the past. If you checked yes, please explain.

(3) Check the appropriate box that indicates whether at present or at any time in the past your firm:

(a) ever existed under different ownership, a different type of ownership, or a different name;

(b) existed as a subsidiary of any other firm;

(c) existed as a partnership in which one or more of the partners are/were other firms;

(d) owned any percentage of any other firm; and

(e) had any subsidiaries of its own.

(f) served as a subcontractor with another firm constituting more than 25% of your firm's receipts.

If you answered "Yes" to any of the questions in (3)(a-f), you may be asked to explain the arrangement in detail.

Section 3: MAJORITY OWNER INFORMATION

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each owner):

A. Identify the majority owner of the firm holding 51% or more ownership interest

(1) Enter the full name of the owner.

(2) Enter his/her title or position within your firm.

(3) Give his/her home phone number.

(4) Enter his/her home (street) address.

(5) Indicate this owner's gender.

(6) Identify the owner's ethnic group membership. If you checked "Other," specify this owner's ethnic group/identity not otherwise listed.

(7) Check the appropriate box to indicate whether this owner is a U.S. citizen or a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner.

(8) Enter the number of years during which this owner has been an owner of your firm.

(9) Indicate the percentage of the total ownership this person holds and the date acquired, including (if appropriate), the class of stock owned.

(10) Indicate the dollar value of this owner's initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment. Describe how you acquired your business and attach documentation substantiating this investment.

B. Additional Owner Information

(1) Describe the familial relationship of this owner to each other owner of your firm and employees.

(2) Indicate whether this owner performs a management or supervisory function for any other business. If you checked "Yes," state the name of the other business and this owner's function/title held in that business.

(3) (a) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has <u>any</u> relationship with your firm. If you checked "Yes," identify the name of the other business, the nature of the business relationship, and the owner's function at the firm.

(b) If the owner works for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week, please identify this activity.

(4) (a) Provide the personal net worth of the owner applying for certification in the space provided. Complete and attach the accompanying "Personal Net Worth Statement for DBE/ACDBE Program Eligibility" with your application. Note, complete this section and accompanying statement only for each owner applying for DBE qualification (i.e., for each owner claiming to be socially and economically disadvantaged).

(b) Check the appropriate box that indicates whether any trust has been created for the benefit of the disadvantaged owner(s). If you answered "Yes," you may be asked to provide a copy of the trust instrument.

(5) Check the appropriate to indicate whether any of your immediate family members, managers, or employees, own, manage, or are associated with another company. Immediate family member is defined in 49 C.F.R. §26.5. If you answered "Yes," provide the name of each person, your relationship to them, the name of the company, the type of business, and whether they own or manage the company.

Section 4: CONTROL

A. Identify the firm's Officers and Board of Directors

(1) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer.

(2) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm's Board of Directors.

(3) Check the appropriate box to indicate whether any of your firm's officers and/or directors listed above performs a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.

(4) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. (e.g., ownership interest, shared office space, financial investments, equipment leases, personnel sharing, etc.) If you answered "Yes," identify the name of the firm, the individual's name, and the nature of his/her business relationship with that other firm.

B. Duties of Owners, Officers, Directors, Managers and Key Personnel

(1), (2) Specify the roles of the majority and minority owners, directors, officers, and managers, and key personnel who are responsible for the functions listed for the firm. Submit résumés for each owner and non-owner identified below. State the name of the individual, title, race

and gender and percentage ownership if any. Circle the frequency of each person's involvement as follows: "always, frequently, seldom, or never" in each area.

Indicate whether any of the persons listed in this section perform a management or supervisory function for any other business. Identify the person, business, and their title/function. Identify if any of the persons listed above own or work for any other firm(s) that has a relationship with this firm (e.g. ownership interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.) If you answered "Yes," describe the nature of his/her business relationship with that other firm.

C. Inventory: Indicate firm inventory in these categories:

(1) **Equipment and Vehicles**
State the make and model, and current dollar value of each piece of equipment and motor vehicle held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm or owner, whether it is used as collateral, and where this item is stored.

(2) **Office Space**
State the street address of each office space held and/or used by your firm. Indicate whether your firm or owner owns or leases the office space and the current dollar value of that property or its lease.

(3) **Storage Space**
State the street address of each storage space held and/or used by your firm. Indicate whether your firm or owner owns or leases the storage space and the current dollar value of that property or its lease. Provide a signed lease agreement for each property.

D. Does your firm rely on any other firm for management functions or employee payroll?

Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered "Yes," you may be asked to explain the nature of that reliance and the extent to which the other firm carries out such functions.

E. Financial / Banking Information

State the name, City and State of your firm's bank. Identify the persons able to sign checks on this account. Provide bank authorization and signature cards.

Bonding Information. State your firm's bonding limits both aggregate and project limits.

F. Sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms guaranteeing the loan.

State the name and address of each source, the name of person securing the loan, original dollar amount and the current balance of each loan, and the purpose for which each loan was made to your firm. Provide copies of signed loan agreements and security agreements

G. Contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years:

Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred, the person or firm to whom it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.

H. Current licenses/permits held by any owner or employee of your firm.

List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and issuing State of the license or permit. Attach copies of licenses, license renewal forms, permits, and haul authority forms.

I. Largest contracts completed by your firm in the past three years, if any.

List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.

J. Largest active jobs on which your firm is currently working.
For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

Section 5: AIRPORT CONCESSION (ACDBE) APPLICANTS

Complete the entries in this section if you are applying for ACDBE certification. Indicate in Section A if you operate a concession at the airport, and/or supply a good or service to an airport concessionaire. Indicate in Section B whether the applicant firm owns or operates any off-airport locations, providing the type of business, lease information, address/location, and annual gross receipts generated. Provide similar information in section C for any airport concession locations the firm currently owns or operates. If the applicant firm has any affiliates, provide the requested information in Section D. Indicate whether the ACDBE firm is participating in any joint ventures, and if so, include the original and any amended joint venture agreements.

AFFIDAVIT & SIGNATURE

The Affidavit of Certification must accompany your application. Carefully read the attached affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.

Section 1: CERTIFICATION INFORMATION

A. Basic Contact Information I am applying for certification as ☐DBE ☐ACDBE

(1) Contact person and Title: _____ _____

(2) Legal name of firm: _____ _____

(3) Phone #: (___) _____ - _____ **(4) Other Phone #:** (___) _____ - _____ **(5) Fax #:** (___) _____ - _____

(6) E-mail: _____ **(7) Firm Websites:** _____

(8) Street address of firm *(No P.O. Box)*: _____ **City:** _____ **County/Parish:** _____ **State:** _____ **Zip:** _____ - ___

(9) Mailing address of firm *(if different)*: _____ **City:** _____ **County/Parish:** _____ **State:** _____ **Zip:** _____ - ___

B. Prior/Other Certifications and Applications

(10) Is your firm currently certified for any of the following U.S. DOT programs?
❑ DBE ❑ ACDBE Names of certifying agencies: _____

⊗ If you are certified in your home state as a DBE/ACDBE, you do not have to complete this application for other states. Ask your state UCP about the interstate certification process.

List the dates of any site visits conducted by your home state and any other states or UCP members:

Date ___/___/___ State/UCP Member: _____ Date ___/___/___ State/UCP Member: _____

(11) Indicate whether the firm or any persons listed in this application have ever been:

(a) Denied certification or decertified as a DBE, ACDBE, 8(a), SDB, MBE/WBE firm? ❑ Yes ❑No
(b) Withdrawn an application for these programs, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity? ❑ Yes ❑ No

If yes, explain the nature of the action. *(If you appealed the decision to DOT or another agency, attach a copy of the decision,*
_____
_____

Section 2: GENERAL INFORMATION

A. Business Profile: (1) Give a concise description of the firm's primary activities and the product(s) or service(s) it provides. If your company offers more than one product/service, list the primary product or service first. Please use additional paper if necessary. This description may be used in our database and the UCP online directory if you are certified as a DBE or ACDBE.

_____
_____
_____
_____

(2) Applicable NAICS Codes for this line of work include: _____ _____ _____ _____ _____ _____

(3) This firm was established on ___/___/___ **(4) I/We have owned this firm since:** ___/___/___

(5) **Method of acquisition** *(Check all that apply)*:

❑ Started new business ❑ Bought existing business❑ Inherited business ❑ Gifted
❑ Merger or consolidation ❑ Other *(explain)* _____

(6) **Is your firm "for profit"?** ❑Yes
Federal Tax ID#
_____

No→ ⊗ **STOP!** If your firm is NOT for-profit, then you do NOT qualify for this program and should not fill out this application.

(7) Type of Legal Business Structure: *(check all that apply)*:

❑ Sole Proprietorship
❑ Limited Liability Partnership
❑ Partnership❑Corporation
❑ Limited Liability Company❑ Other, Describe _____

(8) Number of employees: Full-time _____Part-time _____Seasonal _____Total _____
(Provide a list of employees, their job titles, and dates of employment, to your application).

(9) Specify the firm's gross receipts for the last 3 years. *(Submit complete copies of the firm's Federal tax returns for each year. If there are affiliates or subsidiaries of the applicant firm or owners, you must submit complete copies of these firms' Federal tax returns).*

Year _____ Gross Receipts of Applicant Firm $ _____ Gross Receipts of Affiliate Firms $_____
Year _____ Gross Receipts of Applicant Firm $_____Gross Receipts of Affiliate Firms $_____
Year _____ Gross Receipts of Applicant Firm $ _____ Gross Receipts of Affiliate Firms $_____

B. Relationships and Dealings with Other Businesses

(1) Is your firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office or storage space, yard, warehouse, facilities, equipment, inventory, financing, office staff, and/or employees with any other business, organization, or entity? ❑ Yes ❑ No

If Yes, explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or oral agreement. Also detail the items shared

_____
_____
_____
_____
_____
_____
_____
_____
_____

(2) Has any other firm had an ownership interest in your firm at present or at any time in the past?
❑ Yes ❑ No If Yes, explain_____

(3) At present, or at any time in the past, has your firm:

(a) Ever existed under different ownership, a different type of ownership, or a different name? ⌟ Yes ⌟ No
(b) Existed as a subsidiary of any other firm? ⌟ Yes ⌟ No
(c) Existed as a partnership in which one or more of the partners are/were other firms? ⌟ Yes ⌟ No
(d) Owned any percentage of any other firm? ⌟ Yes ⌟ No
(e) Had any subsidiaries? ⌟ Yes ⌟ No
(f) Served as a subcontractor with another firm constituting more than 25% of your firm's receipts? ⌟ Yes ⌟ No
(If you answered "Yes" to any of the questions in (2) and/or (3)(a)-(f), you may be asked to provide further details and explain whether the arrangement continues).

Section 3: MAJORITY OWNER INFORMATION

A. Identify the majority owner of the firm holding 51% or more ownership interest.

(1) Full Name: _____

(2) Title: _____

(3) Home Phone #: ( ) _____ - _____

(4) Home Address *(Street and Number)*: _____

City: _____ **State:** _____ **Zip:** _____ - _____

(5) Gender: ❑ Male ❑ Female

(6) Ethnic group membership *(Check all that apply)*:

❑ Black
❑ Hispanic
❑ Asian Pacific
❑ Native American
❑ Subcontinent Asian
❑ Other (*specify*) _____

(7) U.S. Citizenship: ❑ U.S. Citizen
❑ Lawfully Admitted Permanent Resident

(8) Number of years as owner: _____
(9) Percentage owned: _____ %
Class of stock owned: _____ Date acquired _____

(10) Initial investment to acquire ownership interest in firm:

Type	Dollar Value
Cash	$ _____
Real Estate	$ _____
Equipment	$ _____
Other	$ _____

Describe how you acquired your business:
❑ Started business myself.
❑ It was a gift from: _____
❑ I bought it from: _____
❑ I inherited it from: _____
❑ Other _____
(Attach documentation substantiating your investment)

B. Additional Owner Information

(1) Describe familial relationship to other owners and employees:

_____
_____
_____

(2) Does this owner perform a management or supervisory function for any other business? ❑ Yes ❑ No
If Yes, identify: Name of Business: _____ Function/Title: _____

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? *(e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)* ❑ Yes ❑ No
Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:

_____
_____

(b) Does this owner work for any other firm, non-profit organization, or engage in any other activity more than 10 hours per week? If yes, identify this activity: _____

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? $_____

(b)Has any trust been created for the benefit of this disadvantaged owner(s)? ❑ Yes ❑ No
(If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company? ❑ Yes ❑ No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage the company: *(Please attach extra sheets, if needed)*: _____

_____

Section 3: OWNER INFORMATION, Cont'd.

A. Identify all individuals, firms, or holding companies that hold LESS THAN 51% ownership interest in the firm (*Attach separate sheets for each additional owner)*

(1) Full Name: _____

(2) Title: _____

(3) Home Phone #: ( ) _____ - _____

(4) Home Address (*Street and Number)*: _____

City: _____

State: _____

Zip: _____ - _____

(5) Gender: ❑ Male ❑ Female

(6) Ethnic group membership *(Check all that apply)*

❑ Black
❑ Hispanic
❑ Asian Pacific
❑ Native American
❑ Subcontinent Asian
❑ Other (*specify*) _____

(7) U.S. Citizenship:
❑ U.S. Citizen
❑ Lawfully Admitted Permanent Resident

(8) Number of years as owner: _____

(9) Percentage owned: _____ %

Class of stock owned: _____ Date acquired _____

(10) Initial investment to acquire ownership interest in firm:

Type	Dollar Value
Cash	$ _____
Real Estate	$ _____
Equipment	$ _____
Other	$ _____

Describe how you acquired your business:
❑ Started business myself.
❑ It was a gift from: _____
❑ I bought it from: _____
❑ I inherited it from: _____
❑ Other _____
(Attach documentation substantiating your investment)

B. Additional Owner Information

(1) Describe familial relationship to other owners and employees:

_____

_____

_____

(2) Does this owner perform a management or supervisory function for any other business? ❑ Yes ❑ No
If Yes, identify: Name of Business: _____ Function/Title: _____

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (*e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.*) ❑ Yes ❑ No
Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:

_____

(b) Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week? If yes, identify this activity: _____

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? $_____

(b) Has any trust been created for the benefit of this disadvantaged owner(s)? ❑ Yes ❑ No
(If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company? ❑ Yes ❑ No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage: *(Please attach extra sheets, if needed)*: _____

_____

Section 4: CONTROL

A. Identify your firm's Officers and Board of Directors *(If additional space is required, attach a separate sheet)*:

	Name	Title	Date Appointed	Ethnicity	Gender
(1) Officers of the Company	(a)				
	(b)				
	(c)				
	(d)				
(2) Board of Directors	(a)				
	(b)				
	(c)				
	(d)				

(3) Do any of the persons listed above perform a management or supervisory function for any other business?
❑ Yes ❑ No If Yes, identify for each:

Person: _____ Title: _____
Business: _____ Function: _____

Person: _____ Title: _____
Business: _____ Function: _____

(4) Do any of the persons listed in section A above own or work for any other firm(s) that has a relationship with this firm? (*e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.*)
❑ Yes ❑ No
If Yes, identify for each:

Firm Name: _____ Person: _____
Nature of Business Relationship: _____

B. Duties of Owners, Officers, Directors, Managers, and Key Personnel
1. Complete for all Owners who are responsible for the following functions of the firm *(Attach separate sheets as needed).*

A= Always **F = Frequently**	**S = Seldom** **N = Never**	Majority Owner (51% or more) Name: _____ Title: _____ Percent Owned:				Minority Owner (49% or less) Name: _____ Title: _____ Percent Owned:			
Sets policy for company direction/scope of operations		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Bidding and estimating		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Major purchasing decisions		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Marketing and sales		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Supervises field operations		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Attend bid opening and lettings		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Perform office management (billing, accounts receivable/payable, etc.)		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Hires and fires management staff		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Hire and fire field staff or crew		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Designates profits spending or investment		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Obligates business by contract/credit		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Purchase equipment		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Signs business checks		A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐

2. Complete for all Officers, Directors, Managers, and Key Personnel who are responsible for the following functions of the firm. *(Attach separate sheets as needed).*

A= Always S = Seldom **F = Frequently N = Never**	Officer/Director/Manager/Key Personnel Name: _____ Title: _____ Race and Gender: _____ Percent Owned:				Officer/Director/Manager/ Key Personnel Name: _____ Title: _____ Race and Gender: _____ Percent Owned:			
Sets policy for company direction/scope of operations	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Bidding and estimating	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Major purchasing decisions	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Marketing and sales	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Supervises field operations	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Attend bid opening and lettings	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Perform office management (billing, accounts receivable/payable, etc.)	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Hires and fires management staff	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Hire and fire field staff or crew	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Designates profits spending or investment	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Obligates business by contract/credit	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Purchase equipment	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐
Signs business checks	A ☐	F ☐	S ☐	N ☐	A ☐	F ☐	S ☐	N ☐

Do any of the persons listed in B1 or B2 perform a management or supervisory function for any other business? If Yes, identify the person, the business, and their title/function:

Do any of the persons listed above own or work for any other firm(s) that has a relationship with this firm? *(e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)* If Yes, describe the nature of the business relationship: _____

_____

C. Inventory: Indicate your firm's inventory in the following categories *(Please attach additional sheets if needed):*=

1. Equipment and Vehicles

Make and Model	**Current Value**	**Owned or Leased by Firm or Owner?**	**Used as collateral?**	**Where is item stored?**
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

2. Office Space

Street Address Owned or Leased by Firm or Owner? Current Value of Property or Lease

_____

_____

_____

3. Storage Space *(Provide signed lease agreements for the properties listed)*

Street Address	Owned or Leased by Firm or Owner?	Current Value of Property or Lease

D. Does your firm rely on any other firm for management functions or employee payroll? ❑ Yes ❑ No

E. Financial/Banking Information *(Provide bank authorization and signature cards)*

Name of bank: _____ City and State: _____
The following individuals are able to sign checks on this account: _____

Name of bank: _____ City and State: _____
The following individuals are able to sign checks on this account: _____

Bonding Information: If you have bonding capacity, identify the firm's bonding aggregate and project limits:
Aggregate limit $ _____ Project limit $ _____

F. Identify all sources, amounts, and purposes of money loaned to your firm including from financial institutions. Identify whether you the owner and any other person or firm loaned money to the applicant DBE/ACDBE. Include the names of any persons or firms guaranteeing the loan, if other than the listed owner. (*Provide copies of signed loan agreements and security agreements).*

	Name of Source	Address of Source	Name of Person Guaranteeing the Loan	Original Amount	Current Balance	Purpose of Loan
1.						
2.						
3.						

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years (*Attach additional sheets if needed*):

	Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer
1.						
2.						
3.						

H. List current licenses/permits held by any owner and/or employee of your firm
(*e.g. contractor, engineer, architect, etc.)(Attach additional sheets if needed)*:

	Name of License/Permit Holder	Type of License/Permit	Expiration Date	State
1.				
2.				
3.				

I. List the three largest contracts completed by your firm in the past three years, if any:

	Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract
1.				
2.				
3.				

J. List the three largest active jobs on which your firm is currently working:

	Name of Prime Contractor and Project Number	Location of Project	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract
1.						
2.						
3.						

Additional Information:

SECTION 5 - AIRPORT CONCESSION

(ACDBE APPLICANTS ONLY)

A. **I am applying for ACDBE certification to:** *(check all that apply)*

☐ **Operate a concession at an airport** ☐ **Supply a good or service to an airport concessionaire**

B. Does the applicant firm own/operate any off-airport locations? ☐ Yes ☐ No *If Yes,* identify *the following*

Type of Business (e.g., F&B, News & Gift, Retail, Duty Free, Advertising, etc.)	**Lease Term** (years)	**Lease Start Date**	**Address / Location**	**Annual Gross Receipts Generated**

C. Does the applicant firm currently own/operate any airport concession locations? ☐ Yes ☐ No *If Yes, supply the following information:*

Airport Name	**Concession Type** (e.g., F&B, News & Gift, Retail, Duty Free, Advertising, etc.)	**Number of Leases**	**Number of Locations**	**Annual Gross Receipts Generated**	**Lease Type** *(e.g. Direct Lease, Subcontract Management Agreement, etc. enter all that apply to the leases listed)*

D. Does the applicant firm have any affiliates? ☐ Yes ☐ No *If Yes, provide the following information concerning any locations owned/operated by affiliate firms.*

Airport Name	**Concession Type** (e.g., F&B, News & Gift, Retail, Duty Free, Advertising, etc.)	**Number of Leases**	**Number of Locations**	**Annual Gross Receipts Generated**	**Lease Type** *(e.g. Direct Lease, Subcontract Management Agreement, etc. enter all that apply to the leases listed)*

E. Is the ACDBE applicant firm a participant in any joint ventures? ☐ Yes ☐ No *If Yes, attach all original and any amended Joint Venture Agreements and any amendments to the agreements.*

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for <u>each</u> owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____(title) of the applicant firm _____ and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract, subcontract, concession lease or sublease, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership changes, address/telephone number, personal net worth exceeding $1.32 million, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise or Airport Concession Disadvantaged Business Enterprise. In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s): (Check all that apply):

❑ Female ❑ Black American ❑ Hispanic American
❑ Native American ❑ Asian-Pacific American
❑ Subcontinent Asian American ❑ Other (specify)
_____

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed $1.32 million, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Signature _____ _____
(DBE/ACDBE Applicant) (Date)

<u>NOTARY CERTIFICATE</u>

UNIFORM CERTIFICATION APPLICATION
SUPPORTING DOCUMENTS CHECKLIST

In order to complete your application for DBE or ACDBE certification, you must attach copies of all of the following REQUIRED documents. A failure to supply any information requested by the UCP may result in your firm denied DBE/ACDBE certification.

Required Documents for All Applicants

☐ Résumés (that include places of employment with corresponding dates), for all owners, officers, and key personnel of the applicant firm
☐ Personal Net Worth Statement for each socially and economically disadvantaged owners who the applicant firm relies upon to satisfy the Regulation's 51% ownership requirement.
☐ Personal Federal tax returns for the past 3 years, if applicable, for each disadvantaged owner
☐ Federal tax returns (and requests for extensions) filed by the firm and its affiliates with related schedules, for the past 3 years.
☐ Documented proof of contributions used to acquire ownership for each owner (*e.g., both sides of cancelled checks*)
☐ Signed loan and security agreements, and bonding forms
☐ List of equipment and/or vehicles owned and leased including VIN numbers, copy of titles, proof of ownership, insurance cards for each vehicle.
☐ Title(s), registration certificate(s), and U.S. DOT numbers for each truck owned or operated by your firm
☐ Licenses, license renewal forms, permits, and haul authority forms
☐ Descriptions of all real estate (including office/storage space, etc.) owned/leased by your firm and documented proof of ownership/signed leases
☐ Documented proof of any transfers of assets to/from your firm and/or to/from any of its owners over the past 2 years
☐ DBE/ACDBE and SBA 8(a), SDB, MBE/WBE certifications, denials, and/or decertification's, if applicable; and any U.S. DOT appeal decisions on these actions.
☐ Bank authorization and signatory cards
☐ Schedule of salaries (or other remuneration) paid to all officers, managers, owners, and/or directors of the firm
☐ List of all employees, job titles, and dates of employment.
☐ Proof of warehouse/storage facility ownership or lease arrangements

Partnership or Joint Venture

☐ Original and any amended Partnership or Joint Venture Agreements

Corporation or LLC

☐ Official Articles of Incorporation (*signed by the state official*)
☐ Both sides of all corporate stock certificates and your firm's stock transfer ledger
☐ Shareholders' Agreement(s)
☐ Minutes of all stockholders and board of director's meetings
☐ Corporate by-laws and any amendments
☐ Corporate bank resolution and bank signature cards
☐ Official Certificate of Formation and Operating Agreement with any amendments (for LLCs)

Optional Documents to Be Provided on Request

The certifying agency to which you are applying may require the submission of the following documents. If requested to provide these document, you must supply them with your application or at the on-site visit.

☐ Proof of citizenship
☐ Insurance agreements for each truck owned or operated by your firm
☐ Audited financial statements (if available)
☐ Trust agreements held by any owner claiming disadvantaged status
☐ Year-end balance sheets and income statements for the past 3 years (*or life of firm, if less than three years*)

Suppliers

☐ List of product lines carried and list of distribution equipment owned and/or leased

ATTACHMENT 9 – State of Florida UCP

The City of Leesburg is listed as a non-certifying member of the FDOT UCP as listed at the following website and accessed on August 6, 2021.

https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/UCPMemberList.aspx

ATTACHMENT 10 – Small Business Element

Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, the City of Leesburg implementing a small business element into its DBE policy in accordance with applicable law. The City of Leesburg is including this element to facilitate competition by and expand opportunities for small businesses. The City of Leesburg is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The City of Leesburg will meet its objectives using a combination of the following methods and strategies:

1. Unbundling: The City of Leesburg, where feasible, may "unbundle" projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The City of Leesburg will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be "unbundled" or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Similarly, the City of Leesburg will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses. The City of Leesburg will assist prime contractors or prime consultants in identifying portions of work, which may be unbundled and performed by small businesses. The City of Leesburg will document the factors used to determine whether or not an FAA-assisted contract will be unbundled or bid separately.
2. Outreach and technical assistance: The City of Leesburg sponsors and participates in outreach and training opportunities for small businesses through various opportunities. The City of Leesburg staff will participate in business outreach sessions conducted by the City and non-profit agencies, which are designed to introduce small and minority-owned businesses to the City of Leesburg's procurement processes and practices. The City of Leesburg advertises contracting opportunities through various outlets, including local newspapers, minority-based publications and trade publications as well as on its website.

The City of Leesburg will utilize various methods to facilitate small business participation. In each FAA-assisted contract, the DBELO will document the method in which the small business element will be implemented (i.e. unbundling and/or outreach) and the process by which those methods were considered.

Definitions

1. Small Business: Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.
2. Disadvantaged Business Enterprise: A for-profit small business (as defined by the Small Business Administration):
    - That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
    - Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is $1.32 million.
    - Whose average annual gross receipts, as defined by SBA regulations over the firm's previous three fiscal years is less than $22.41 million
    - Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
    - Has been certified as a DBE by the Florida Department of Transportation (FDOT) in accordance with 49 CFR 26.

For the purposes of the small business element of the City of Leesburg's DBE Program, small businesses, which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

Certification and Verification Procedures

The City of Leesburg will accept the following certifications for participation in the small business element of the City of Leesburg's DBE Program with applicable stipulations:

1. FDOT DBE Certification – Current DBE Certification by the FDOT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by FDOT.
2. FDOT Small Business Enterprise (SBE) – Will require submittal of three years of business tax returns and the FDOT SBE Certification.

3. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124) - will require submittal of three years of business tax returns.

Special Note: Minority and women-owned business enterprises, which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation.

Implementation Schedule

The City of Leesburg will approve the Small Business Element of the DBE Program by _(Date)_____ and will implement it within two months of the FAA's approval of this element.

Assurances

The City of Leesburg makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

SMALL BUSINESS AFFIDAVIT CERTIFICATION FOR PREQUALIFIED PROFESSIONAL SERVICES FIRMS

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
Submit completed form to Smallbusiness@dot.state.fl.us

You must first be prequalified as a professional services firm before we can add you to the small business database.
Information to become prequalified is available here: http://www.dot.state.fl.us/procurement/prequalification_Applications.shtm

Business Name _____

Business Address _____
Street City State Zip

Mailing Address _____
Street City State Zip

Telephone _____ Fax _____ Other _____

Contact Person _____

E-mail _____ Date Business Established _____

FDOT Districts I am interested in performing work in: (Please check all that apply)

☐	District 1	☐	District 4	☐	District 7
☐	District 2	☐	District 5	☐	Turnpike
☐	District 3	☐	District 6	☐	Central Office

Federal Employer Identification Number _____

Legal Structure ☐ Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Sole Proprietorship

List All Owners of the Business:

NAME	TITLE	PERCENT OWNED
		%
		%
		%
		%
		%
		%

SMALL BUSINESS AFFIDAVIT CERTIFICATION FOR PREQUALIFIED PROFESSIONAL SERVICES FIRMS

I, _____ am an owner or duly authorized representative of

_____ (Proposer/name of business), and I do hereby declare:

This business:

☐ Meets the definition for a small business pursuant to Section 337.027, F.S.

- Gross revenues, three year average (include affiliate businesses) $ _____

The small business size standard is established as $6.5 million for **all professional services**, regardless of work type, pursuant to Section 337.027, F.S. A business determines their size by averaging their annual gross receipts over the last three years *(include affiliate businesses as defined in Section 337.165, F.S.)*. If the average gross receipts are under the $6.5 million size standard, the business meets the definition of a small business.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the State of Florida Department of Transportation deemed necessary to verify the statements made in this affidavit or regarding the ability, standing and general reputation of the Proposer. I declare, under penalty of perjury, that the information provided above and any supporting documents are true and accurate to the best of my knowledge. The owner/authorized representative will inform the FDOT within 30 days of any change that would affect my small business status.

_____ _____

Owner/Authorized Representative Signature *Date*

_____

Owner/Authorized Representative Printed Name & Title

Notary:

STATE OF _____

COUNTY OF _____

Before me, the above signed authority, personally appeared _____, who is personally known to me or has produced _____ (type of identification) identification and is duly sworn, deposes and says that he/she is authorized to represent _____ (business). Sworn and subscribed to before me this _____ day of _____, _____.

_____ _____

(*Notary Signature*) My Commission Expires:

Note: This form is to be used solely for **prequalified professional services firms**. If you are not a prequalified professional services firm and would like to be added to the small business database for road and bridge construction firms and all other non-professional services firms, please complete the Small Business Affidavit Certification for Road and Bridge Firms and all other Non-Professional Services Firms, #275-000-01.

Attachment 11 – Uniform Report of DBE Awards or Commitments/Payments

General Reporting

	UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS **Please refer to the instructions sheet for directions on filling out this form**								
1	Submitted to (check only one):	[ ] FHWA	[ ] FAA	[ ] FTA--Recipient ID Number					
2	AIP Numbers (FAA Recipients); Grant Number (FTA Recipients):								
3	Federal fiscal year in which reporting period falls:			4. Date This Report Submitted:					
5	Reporting Period	[ ] Report due June 1 (for period Oct. 1-Mar. 31)		[ ] Report due Dec. 1 (for period April 1-Sept. 30)		[ ] FAA annual report due Dec. 1			
6	Name and address of Recipient:								
7	Annual DBE Goal(s):	Race Conscious Projection		Race Neutral Projection		OVERALL Goal			

Awards/Commitments this Reporting Period

	AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (total contracts and subcontracts committed during this reporting period)	A Total Dollars	B Total Number	C Total to DBEs (dollars)	D Total to DBEs (number)	E Total to DBEs /Race Conscious (dollars)	F Total to DBEs/Race Conscious (number)	G Total to DBEs/Race Neutral (dollars)	H Total to DBEs/Race Neutral (number)	I Percentage of total dollars to DBEs
8	Prime contracts awarded this period									
9	Subcontracts awarded/committed this period									
10	TOTAL									

B	BREAKDOWN BY ETHNICITY & GENDER	Contracts Awarded to DBEs this Period A Total to DBE (dollar amount) Women	B Men	C Total	D Total to DBE (number) Women	E Men	F Total
11	Black American						
12	Hispanic American						
13	Native American						
14	Asian-Pacific American						
15	Subcontinent Asian Americans						
16	Non-Minority						
17	TOTAL						

Payments Made this Period

C	PAYMENTS ON ONGOING CONTRACTS (report activity of ongoing contracts)	A Total Number of Contracts	B Total Dollars Paid	C Total Number of Contracts with DBEs	D Total Payments to DBE firms	E Total Number of DBE firms Paid	F Percent to DBEs
18	Prime and sub contracts currently in progress						

D	TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD	A Number of Contracts Completed	B Total Dollar Value of Contracts Completed	C DBE Participation Needed to Meet Goal (Dollars)	D Total DBE Participation (Dollars)	Percent to DBEs
19	Race Conscious					
20	Race Neutral					
21	Totals					

22	Submitted By:	24. Signature:	25. Phone Number:

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director), Al Minner, (City Manager)

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

Staff Recommendation:
Staff recommends approval of the request by The Villages Land Company, LLC, to modify Community Development District No.14.

Analysis:
This is a request by the Villages Land Company, LLC, to modify the boundaries of Community Development District Number 14, created by Ordinance 21-30. The CDD currently consists of 2499.6 plus or minus acres generally located along County Road 470, and the Florida Turnpike, as shown on the attached maps.

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

This request will amend the boundaries to remove 114.4 acres from the current area of CDD 14, for a new total of 2385.2 plus or minus acres.

Procurement Analysis:
N/A

Options:
1. Approve the proposed ordinance to modify the boundaries of Village Community Development District No. 14; or

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

Fiscal Impact:
Property owners within the Community Development District areas are solely responsible for the funding, financing and maintenance of activities of the district; therefore no direct fiscal impact on the City is anticipated.

Submission Date and Time:

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

SECTION 1. AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, (2021), as amended.

SECTION 2. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are amended and described in Exhibit 1 attached hereto contains the overall area containing approximately 2,385.2 acres.

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 14th day of February, 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 2022-07

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

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

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

WHEREAS, the District presently consists of 2499.60 acres, more or less, as more fully described in the Ordinance;

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

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries to comprise the area described in the attached **Exhibit 3**, in an effort to facilitate development of the overall lands as a functionally interrelated community and to promote compact and economical development of lands; and

WHEREAS, the proposed amendment to the District's boundaries would result in 2,385.20 acres, a deletion of 114.40 acres, more or less, the amendment size restrictions contained within §190.046(1), *Florida Statutes;* and

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

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

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

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

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

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

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

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

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

SECTION 2. The Board hereby directs the Chairman of the Board of Supervisors and District Staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County to seek the amendment of the District's boundaries to comprise the lands described in **Exhibit 3,** pursuant to Chapter 190, *Florida Statutes,* and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes,* for the amendment of the District's boundaries.

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

PASSED AND ADOPTED this 13th day of January, 2022.

ATTEST:

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO 14

Kenneth C. Blocker, Secretary

By: C. Dale Borrowman

Dale Borrowman, Chairman

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

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

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

2. The District presently comprises 2,499.6 acres. A map showing the location of the amended boundary lines of the District and legal description is attached as **Exhibit 1**. All of the land in the existing District and in the amended boundary is within the City of Leesburg, Florida.

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

4. A metes and bounds legal description and sketch of the boundaries of the areas to be added to the District is the same legal description as **Exhibit 1**.

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

6. Attached as **Exhibit 4** is documentation constituting written consent to amendment of the District Boundary by the owners of the real property to be included in the District.

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

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

9. A metes and bounds legal description and sketch of the entirety of the District with the new boundary is the same legal description as **Exhibit 1**.

10. The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached as **Exhibit 6**.

11. The major trunk water mains, sewer interceptors, and outfalls currently in existence on the property to be serviced by the District are identified on **Exhibit 7** attached hereto.

12. All of the property to be included in the amended District, as shown in **Exhibit 8** will be designated Age Restricted Development (ARD) pursuant to the approved development plan of the Villages of West Lake.

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

WHEREFORE, Petitioner respectfully requests the City of Leesburg to:

A. Schedule a public hearing on January 25, 2022 to consider this Petition filed pursuant to the uniform procedures set forth in Section 190.005(2), Florida Statutes.

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

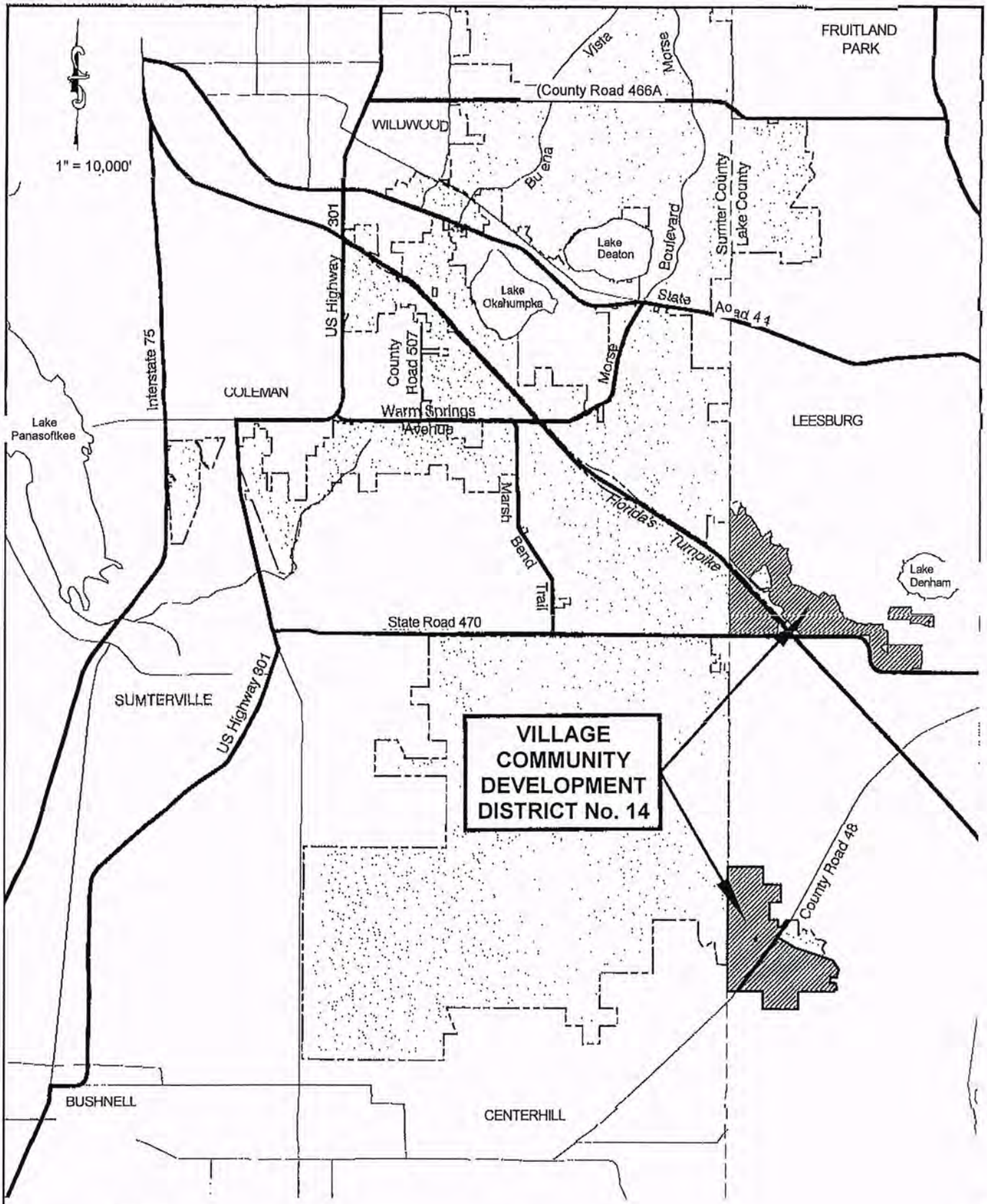
RESPECTFULLY SUBMITTED this 13th day of January, 2022.

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

By: C. Dale Borrowman

Dale Borrowman, Chairman

EXHIBIT 1



4896-2593-3063 v.1

EXHIBIT "A"

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

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

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

AND

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1646.12 FEET TO A POINT OF CURVATURE OF A 533.18 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 31°46'39" WEST; THENCE DEPARTING SAID WEST LINE, RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'34" AN ARC DISTANCE OF 57.47 FEET; THENCE ALONG A NON-TANGENT LINE RUN SOUTH 52°02'45" EAST, A DISTANCE OF 47.57 FEET TO A POINT OF CURVATURE OF A 471.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'25" AN ARC DISTANCE OF 278.07 FEET TO A POINT OF REVERSE CURVE OF A 478.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06" AN ARC DISTANCE OF 339.36 FEET TO A POINT OF REVERSE CURVE OF A 521.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°29'45" AN ARC DISTANCE OF 131.94 FEET; THENCE ALONG A RADIAL LINE RUN NORTH 45°36'19" EAST, A DISTANCE OF 38.00 FEET; THENCE RUN NORTH 14°28'59" EAST, A DISTANCE OF 685.20 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 345.42 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH

14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40'59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET;

THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A

DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 476.88 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS RUN NORTH 89°54'06" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN

SOUTH 45°14'29" WEST, A DISTANCE OF 109.76 FEET; THENCE RUN SOUTH 67°29'16" WEST, A DISTANCE OF 420.28 FEET; THENCE RUN SOUTH 18°01'51" EAST, A DISTANCE OF 91.81 FEET TO A POINT OF CURVATURE OF A 628.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 71°57'09" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°07'29" AN ARC DISTANCE OF 637.59 FEET; THENCE ALONG A NON-TANGENT LINE RUN NORTH 00°48'18" EAST, A DISTANCE OF 618.09 FEET TO THE BOUNDARY OF AFORESAID LANDS; THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2,556.25 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 2) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 3) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 4) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 5) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 6) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 7) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 8) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 9) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 381.39 FEET; THENCE DEPARTING SAID LANDS, RUN NORTH 89°10'27" WEST, A DISTANCE OF 715.86 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 83°15'04" WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'27" AN ARC DISTANCE OF 118.75 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 01°03'30" WEST, A DISTANCE OF 117.27 FEET TO A POINT OF CURVATURE OF A 25.01 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS SOUTH 88°56'53" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'43" AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 1990.13 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID

COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 513.90 FEET; THENCE RUN NORTH 46°33'10" EAST, A DISTANCE OF 352.15 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 54°04'41" EAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'31" AN ARC DISTANCE OF 174.54 FEET TO A POINT OF REVERSE CURVE OF A 428.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'26" AN ARC DISTANCE OF 368.88 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 73°46'14" WEST, A DISTANCE OF 258.83 FEET TO A POINT OF CURVATURE OF A 721.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°34'30" AN ARC DISTANCE OF 1,115.38 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 14°48'16" EAST, A DISTANCE OF 163.86 FEET; THENCE RUN NORTH 75°11'44" WEST, A DISTANCE OF 148.33 FEET; THENCE RUN SOUTH 85°11'48" WEST, A DISTANCE OF 56.53 FEET; THENCE RUN SOUTH 72°49'12" WEST, A DISTANCE OF 176.80 FEET; THENCE RUN SOUTH 79°03'31" WEST, A DISTANCE OF 67.39 FEET; THENCE RUN SOUTH 85°07'14" WEST, A DISTANCE OF 71.61 FEET; THENCE RUN NORTH 05°27'18" WEST, A DISTANCE OF 99.24 FEET TO A POINT OF CURVATURE OF A 567.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 02°01'13" WEST; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°43'58" AN ARC DISTANCE OF 472.78 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 853.08 FEET TO A POINT OF CURVATURE OF A 117.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'10" AN ARC DISTANCE OF 45.70 FEET TO A POINT OF REVERSE CURVE OF A 82.50 FEET FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°53'49" AN ARC DISTANCE OF 30.09 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 42°53'54" WEST, A DISTANCE OF 82.19 FEET; THENCE RUN NORTH 45°12'18" WEST, A DISTANCE OF 47.48 FEET; THENCE RUN NORTH 42°26'19" WEST, A DISTANCE OF 1,805.23 FEET; THENCE RUN NORTH 48°18'05" WEST, A DISTANCE OF 195.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2166.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN SOUTH 00°45'14" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2487.91 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA'S TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 42°26'19" EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2028.71 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 47°33'41" EAST, A DISTANCE OF 357.40 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 41°59'57" WEST, A DISTANCE OF 69.05 FEET; THENCE RUN NORTH 32°40'56" WEST, A DISTANCE OF 90.82 FEET; THENCE RUN NORTH 41°14'47" EAST, A DISTANCE OF 435.16 FEET; THENCE RUN NORTH 07°17'19" EAST, A DISTANCE OF 101.77 FEET; THENCE RUN NORTH 81°26'26" EAST, A DISTANCE OF 107.25 FEET; THENCE RUN NORTH 72°03'02" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 63°47'21" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 55°31'41" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 47°16'36" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 42°43'33" EAST, A DISTANCE OF 442.43 FEET; THENCE RUN NORTH 49°53'15" EAST, A DISTANCE OF 61.10 FEET; THENCE RUN NORTH 63°53'58" EAST, A DISTANCE OF 114.22 FEET TO A POINT OF CURVATURE A 2,521.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 60°49'50" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°34'52" AN ARC DISTANCE OF 201.60 FEET TO A POINT OF REVERSE CURVE OF A 828.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'07" AN ARC DISTANCE OF 243.44 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 16°54'55" EAST, A DISTANCE OF 652.31 FEET TO A POINT OF CURVATURE OF A 1,478.50 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°39'01" AN ARC DISTANCE OF 816.72 FEET; THENCE ALONG A NON-TANGENT LINE, RUN NORTH 75°11'44" WEST, A DISTANCE OF 155.52 FEET; THENCE RUN NORTH 85°20'04" WEST, A DISTANCE OF 72.45 FEET; THENCE RUN SOUTH 84°21'24" WEST, A DISTANCE OF 77.28 FEET; THENCE RUN SOUTH 72°54'41" WEST, A DISTANCE OF 191.58 FEET; THENCE RUN SOUTH 79°10'25" WEST, A DISTANCE OF 61.63 FEET; THENCE RUN SOUTH 86°58'11" WEST, A DISTANCE OF 20.04 FEET; THENCE RUN NORTH 89°49'01" WEST, A DISTANCE OF 64.29 FEET; THENCE RUN NORTH 81°41'10" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 73°57'37" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 66°14'05" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 58°30'33" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 51°12'19" WEST, A DISTANCE OF 59.88 FEET; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 810.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE

OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1246.22 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°14'36" EAST, A DISTANCE OF 1600.64 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 81°20'38" EAST, A DISTANCE OF 106.31 FEET; THENCE RUN SOUTH 08°40'10" EAST, A DISTANCE OF 119.48 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°12'49" WEST, 25.17 FEET TO WHICH A RADIAL LINE BEARS NORTH 20°12'23" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°09'37", AN ARC DISTANCE OF 25.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°13'50", AN ARC DISTANCE OF 19.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 217.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'15", AN ARC DISTANCE OF 47.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°55'59", AN ARC DISTANCE OF 30.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 08°39'26" WEST, A DISTANCE OF 106.20 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO

THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

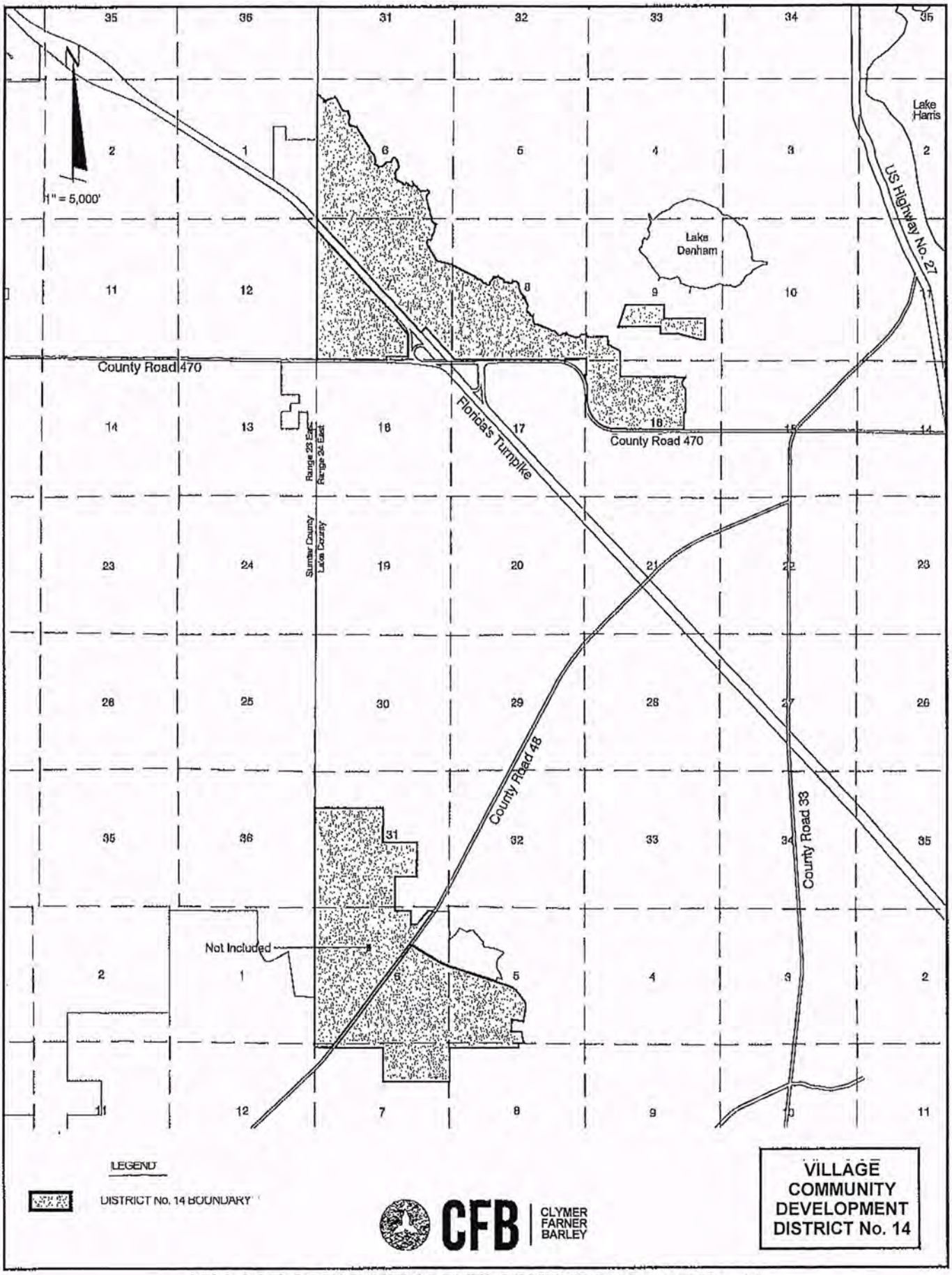
A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF

THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

EXHIBIT 2



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

4896-2593-3063 v.1

EXHIBIT"2"

DESCRIPTION OF THE EXISTING
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14
APPROXIMATELY 2,499.6 ACRES

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

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE ALONG THE WEST LINE THEREOF RUN N00°36'58"E, 2,377.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST LINE AND ALONG SAID WESTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 4,618.14 FEET TO THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719, PAGE 874, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINE OF SAID LANDS: DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN S47°33'41"W, 100.00 FEET; THENCE S40°22'13"E, 738.95 FEET; THENCE S00°35[1]33"W, 850.09 FEET; THENCE N89°24'47"W, 850.00 FEET; THENCE S00°35[1]13"W, 130.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE: RUN N89°24'47"W, 65.18 FEET; THENCE N89°23'45"W, 2,649.62 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE RUN -1\100°36'58"E, 2,604.18 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A

DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH

12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET;

THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25

FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON

THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°1627" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE

WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

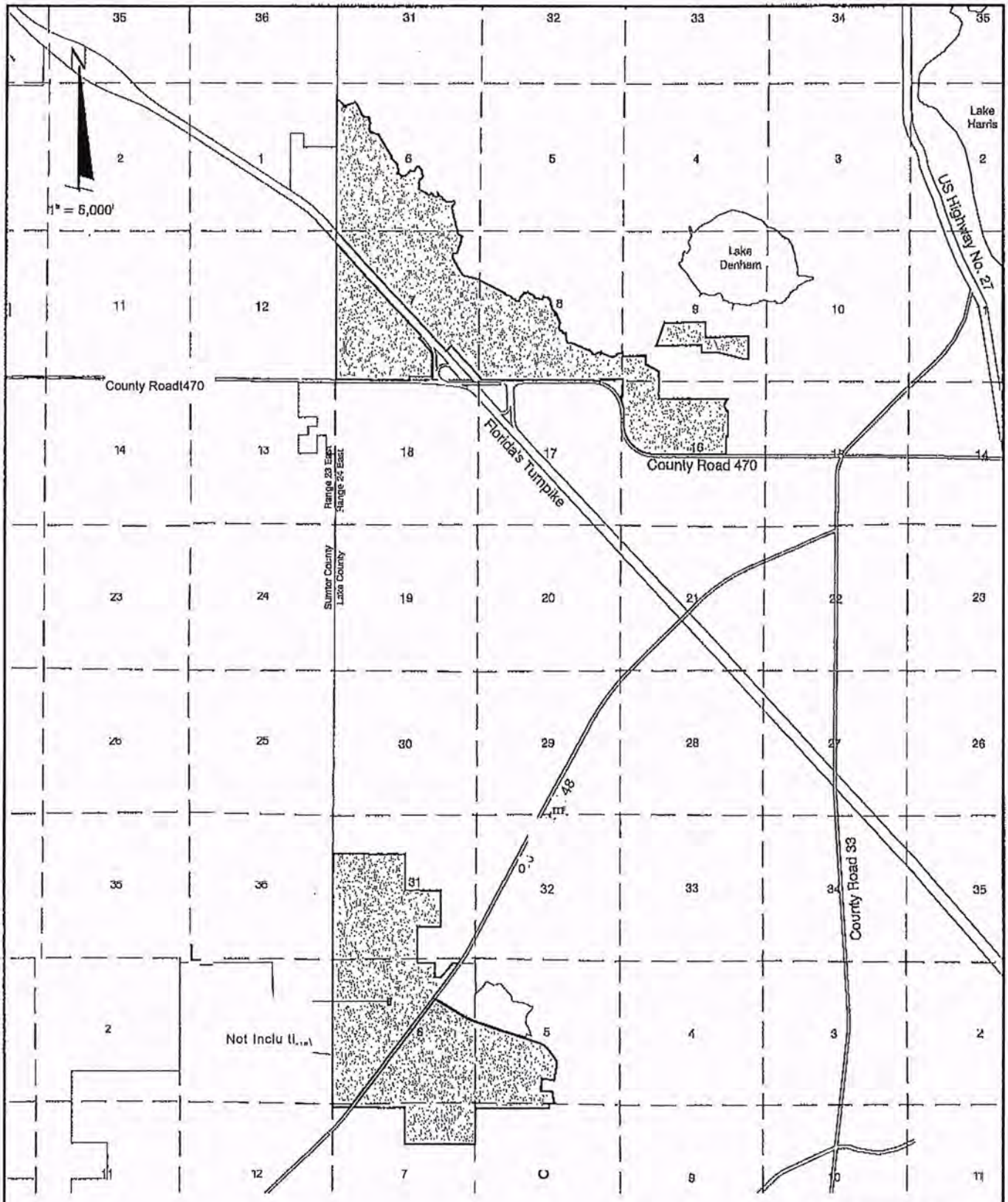
A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE

BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

EXHIBIT 3



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

4896-2593-3063 v.1

EXHIBIT "3"

DESCRIPTION OF THE NET AREAS TO BE DELETED
TO THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14
APPROXIMATELY 2,499.6 ACRES

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

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

AND

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF 19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET; THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH 03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET; THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH 88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET; THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH 60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET; THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A

DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH

12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET;

THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25

FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON

THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE

WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424,68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE

BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

EXHIBIT 5 4

CONSENT TO AMEND THE BOUNDARY LINE OF VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 6th of January, 2022.

THE VILLAGES LAND COMPANY, LLC

By: TVL Company, LLC, Manager

By: _____

Kelsea Morse Manly, Manager

CONSENT TO AMEND THE BOUNDARY LINE OF VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 6th of January 2022.

BUFFALO HIDE AND CATTLE COMPANY

By: _____
Kelsea Morse Manly, Manager

CONSENT TO AMEND THE BOUNDARY LINE OF VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 6th of January 2022.

THE VILLAGES DEVELOPMENT COMPANY, LLC

By: VDC Manager, LLC, Manager

By: _____

Robert L. Chandler IV, Manager

EXHIBIT 5

BOARD OF SUPERVISORS
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

1. Supervisor/Chair – Dale Borrowman
2. Supervisor/Vice Chair – Joe Riccardi
3. Supervisor/Secretary-Treasurer – Cody Yoder
4. Supervisor – Colby Sharp
5. Supervisor – Amanda Isaacs

EXHIBIT 6

PROPOSED TIME TABLES AND RELATED ESTIMATES OF COST OF THE DISTRICT SERVICES AND FACILITIES VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ITEM	ANTICIPATED SCHEDULE	ESTIMATED COST
Subdivision Infrastructure Roads & Drainage	2021-2024	$44,077,300
Collector Road Infrastructure Roads & Drainage	2021-2024	$29,640,656
Multi-Use Trails & Paths, Golf Cart Bridges & Tunnels	2021-2024	$36,692,068
Landscaping & Irrigation in Common Areas[1]	2021-2024	$32,440,714
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2024	$3,999,077
Master Earthwork and Stormwater Collection Systems	2021-2024	$143,435,666
Wetland & Wildlife Mitigation/Protection Measures	2021-2024	$1,750,481
Project Entry Features	2021-2024	$7,486,290
TOTAL:		$299,522,252

Note: Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

[1] The irrigation system beyond the point of delivery serving common areas will be owned and maintained by the District, with water purchased pursuant to a bulk water agreement. The master irrigation system up to the point of delivery will be funded by the Utility.

EXHIBIT 7

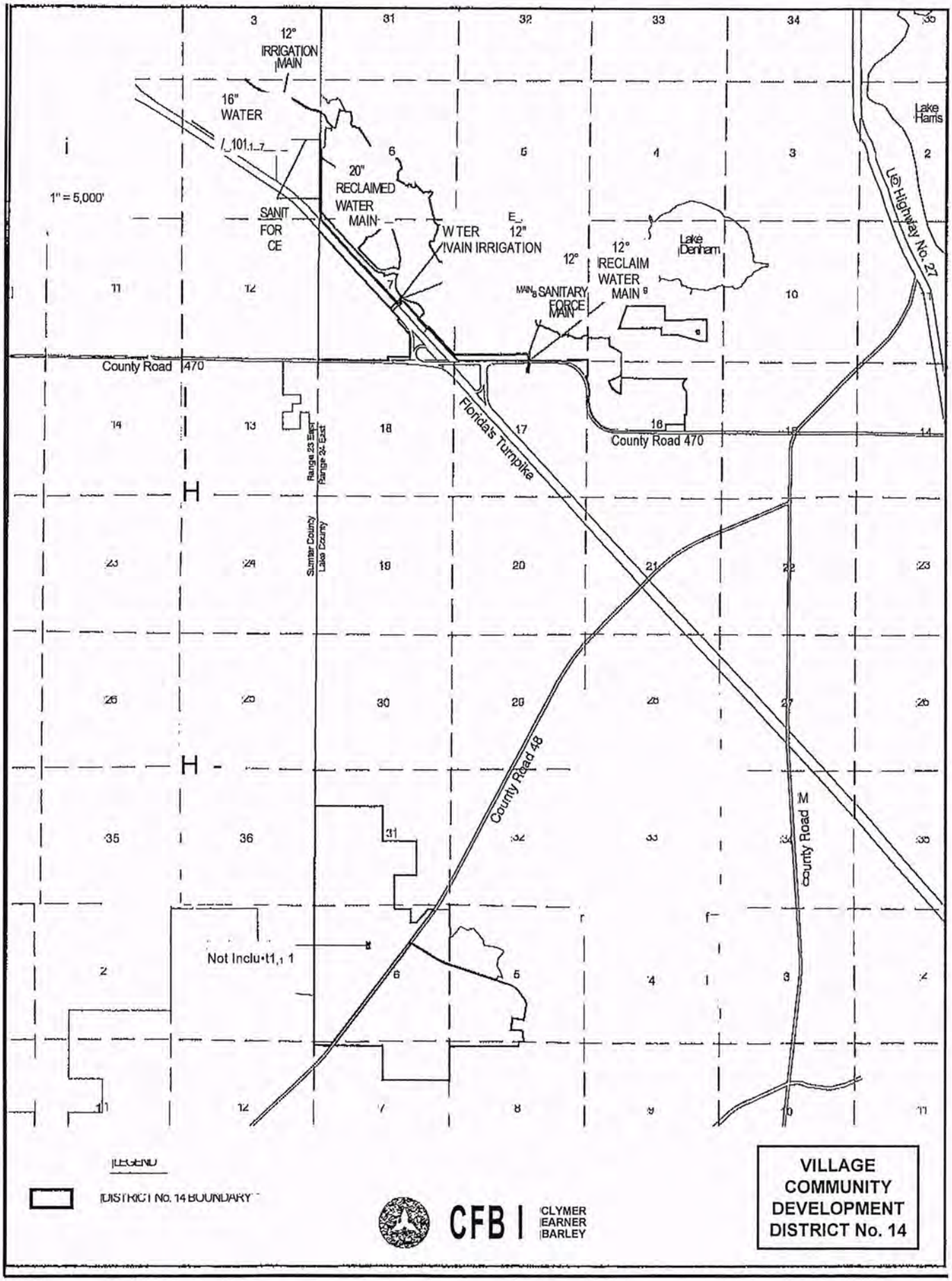
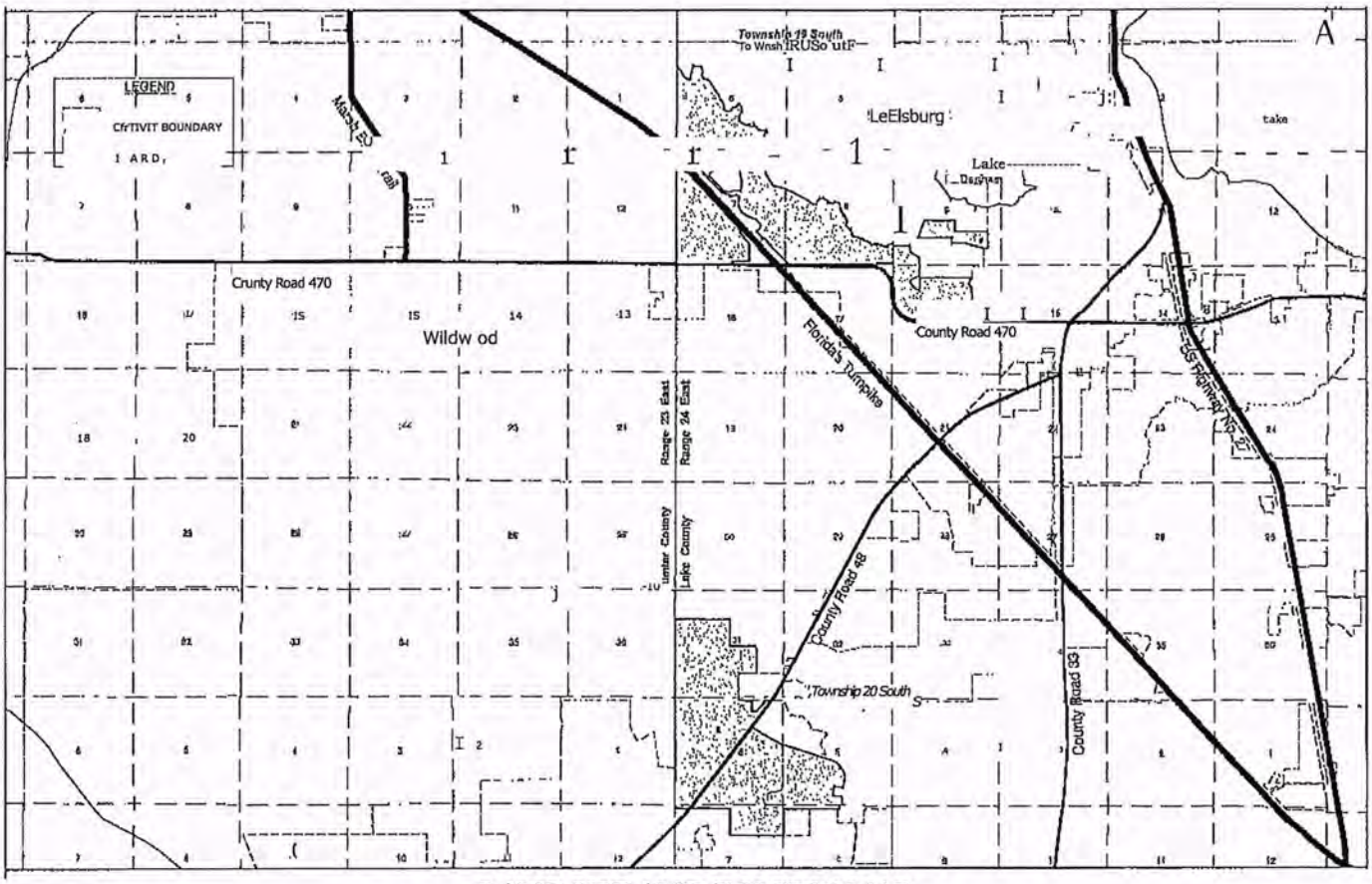
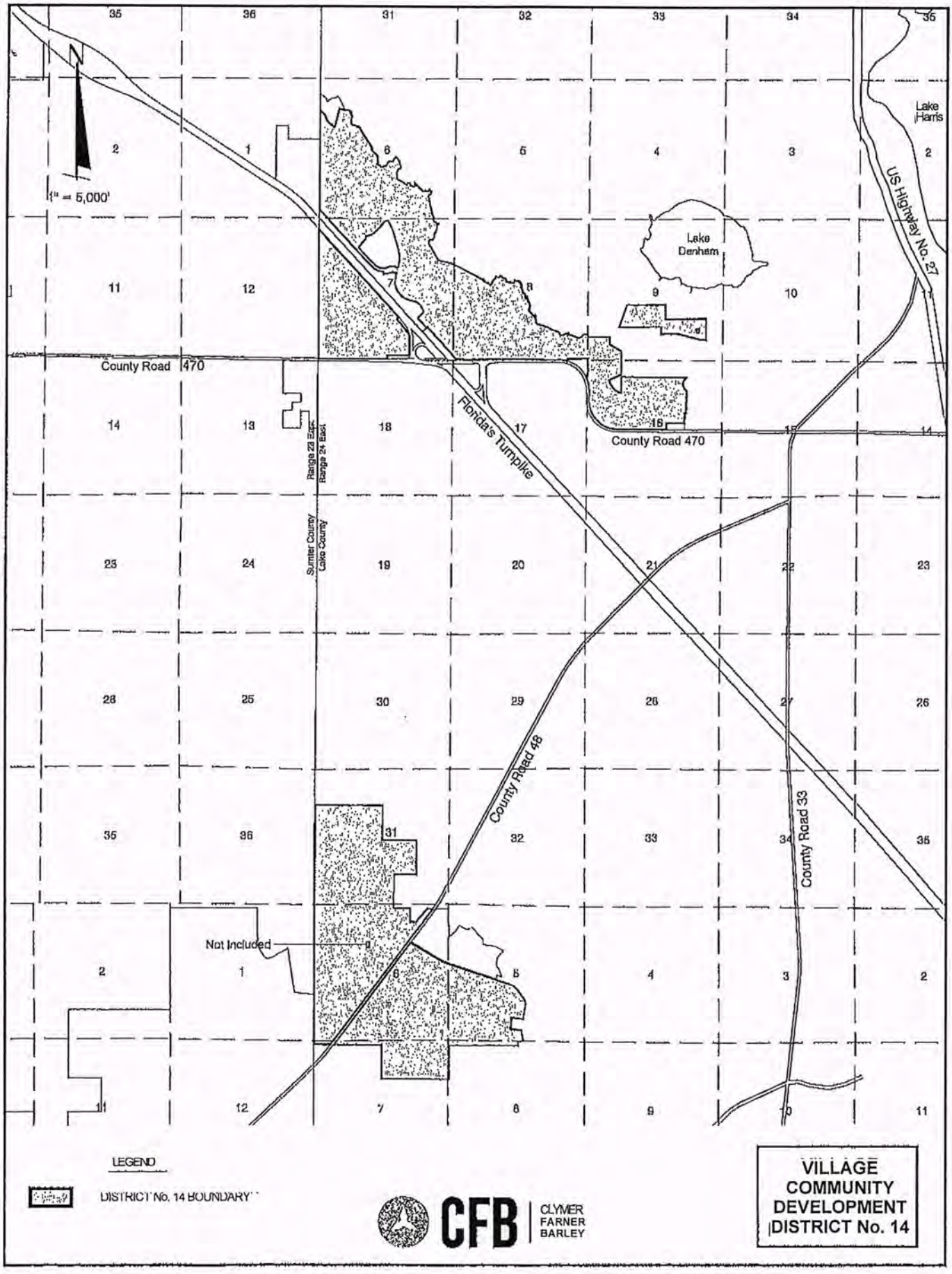

12" IRRIGATION MAIN
16" WATER
20" RECLAIMED WATER MAIN
12" RECLAIM WATER MAIN
SANITARY FORCE MAIN
1" = 5,000'
Lake Harris
Lake Denham
County Road 470
Florida's Turnpike
County Road 48
County Road M
Lee Highway No. 27
Range 23 East
Range 24 East
Sumter County
Lake County
Not Included
LEGEND
DISTRICT No. 14 BOUNDARY
CFBI
CLYMER EARNER BARLEY
VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT 8

The Village Community Development District No. 14 (the "District") is located within the city limits of the City of Leesburg (the "City") in Lake County, Florida. The District lies within The Villages of West Lake (YOWL), which was approved on February 12, 2018 as an Age Restricted Development (ARD) and subsequently amended by the City on May 14, 2019 and again on February 24, 2020.



LAND USE AND ZONING MAP



4896-2593-3063 v.1

EXHIBIT 9

STATEMENT OF ESTIMATED REGULATORY COSTS
OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to establish Village Community Development District No, 14 (the "District"). The District will include approximately 2385.2 acres of land on which roughly 7,000 dwelling units are planned for development. The District proposes to provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes ("F.S."), as follows:

> "That the process of establishing such a District pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of District No. 14

The District will provide community infrastructure, services, and facilities, along with their operations and maintenance, to the proposed area, located in the City of Leesburg, Lake County, Florida. The District will encompass 2385.2 acres to be used exclusively for residential development. The District will include roughly 7,000 units with a mix of housing types, designs and models consistent with previous completed by the developer.

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2020) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within five (5) years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within five years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within five years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding $1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other residential community development District, is that the establishment of the District will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The District is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District's boundaries, allowing for the development of the land within the District. The development is planned to include roughly 7,000 dwelling units. The residents of the District will purchase goods and services. This new demand created by the District's residents will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the areas surrounding the District.

The District will have the ability to assess the property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the District. The infrastructure improvements to be funded by the District would be required to support development of the planned residences, regardless of the District's existence. Community development districts, such as District No. 14 can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the planned development will not be increased due to the existence of the District.

3.0 A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule/ordinance, together with a general description of the types of individuals likely to be affected by the rule/ordinance.

The landowner of the District plans to develop roughly 7,000 dwelling units within the District. The District would put all of these residents under the jurisdiction of the District. Prior to the sale of the property within the District, the developer will also be subject to the District's jurisdiction.

4.0 Good-faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues

4.1 Impact on State and Local Costs

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the formation of the District. The District consists of less than 2,500 acres; therefore, the City of Leesburg (the "City") is the establishing entity, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to establish the District and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the establishment of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District's reports will be minimal. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

The City of Leesburg

City staff will process, analyze, and conduct public hearing(s) on the petition to establish the District. These activities will utilize the time of the staff and City Commissioners, However, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to establish a Community Development District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

5.0 A good-faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule/ordinance.

Table 2, below, provides an outline of the various facilities and services the District may provide. The District plans to fund, own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The District will also plan, construct, and finance some of the community's roadways, along with possibly offsite roadway improvements. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

Table 2. Proposed Facilities and Services

Improvements/Facility	Funded By	O&M By	Ownership
Roads	Landowner/CDD	City	City
Utilities	Landowner	Landowner	Landowner
Amenities	Landowner	CDD	Landowner/CDD
Drainage	CDD	CDD	CDD
Landscape/Lakes	CDD	CDD	CDD

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 2. The cost estimates for these improvements and facilities are shown in Table 3, below. Total costs are estimated at approximately $299,522,252. To fund these improvements, the District may issue special assessment or other revenue bonds. These bonds would be repaid through non-ad valorem assessments levied on all properties located within the District that benefit from these improvements.

Table 3. Summary of Estimated Capital Costs and Time Table

Improvement/Facility	Anticipated Schedule	Estimated Cost
Subdivision Infrastructure Roads & Drainage	2021-2024	$44,077,300
Collector Road Infrastructure Roads & Drainage	2021-2024	$29,640,656
Multi-Use Trails & Paths, Golf Cart Bridges & Tunnels	2021-2024	$36,692,068
Landscaping & Irrigation in Common Areas	2021-2024	$32,440,714
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2024	$3,999,077
Master Earthwork and Stormwater Collection Systems	2021-2024	$143,435,666
Wetland & Wildlife Mitigation/Protection Measures	2021-2024	$1,750,481
Project Entry Features	2021-2024	$7,486,290
TOTAL:		$299,522,252

*Note: Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred by the District through one or more bond issuances. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for residential developments of the type contemplated here. In other words, there is nothing unusual about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner's association common to most master-planned developments.

Real estate markets take into account the District's cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District's costs because of the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, County provision (directly or via a dependent special District), or through developer-bank loans.

6.0 An analysis of the impact on small businesses, as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no adverse impact on small businesses because of the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of Leesburg has an estimated population of 22,672 according to the most recent U.S. Census Bureau (2019) and the population was 20,117 at the 2010 census. Therefore, the City is not defined as a "small" City according to Section 120.52 of the Florida Statutes. However, as noted above, there will be no adverse impact on the City due to the creation of the District. The District will provide infrastructure facilities and services to the property

located within the District. These facilities and services will help to make this property developable.

Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer's engineer and other professionals associated with the developer.

It is useful to reflect upon the question of whether the District is the best alternative to provide community facilities and services to the development. As an alternative to the District, the City could approve a dependent special District for the area, such as an MSBU or a special taxing District under Chapter 170 of the Florida Statutes. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the existing District.

However, unlike the District, the alternatives would require the City to continue to administer the projects and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. In addition, administering a project of the size and complexity of the development program for the District is a very significant and expensive undertaking, especially in light of the fact that the District already exists.

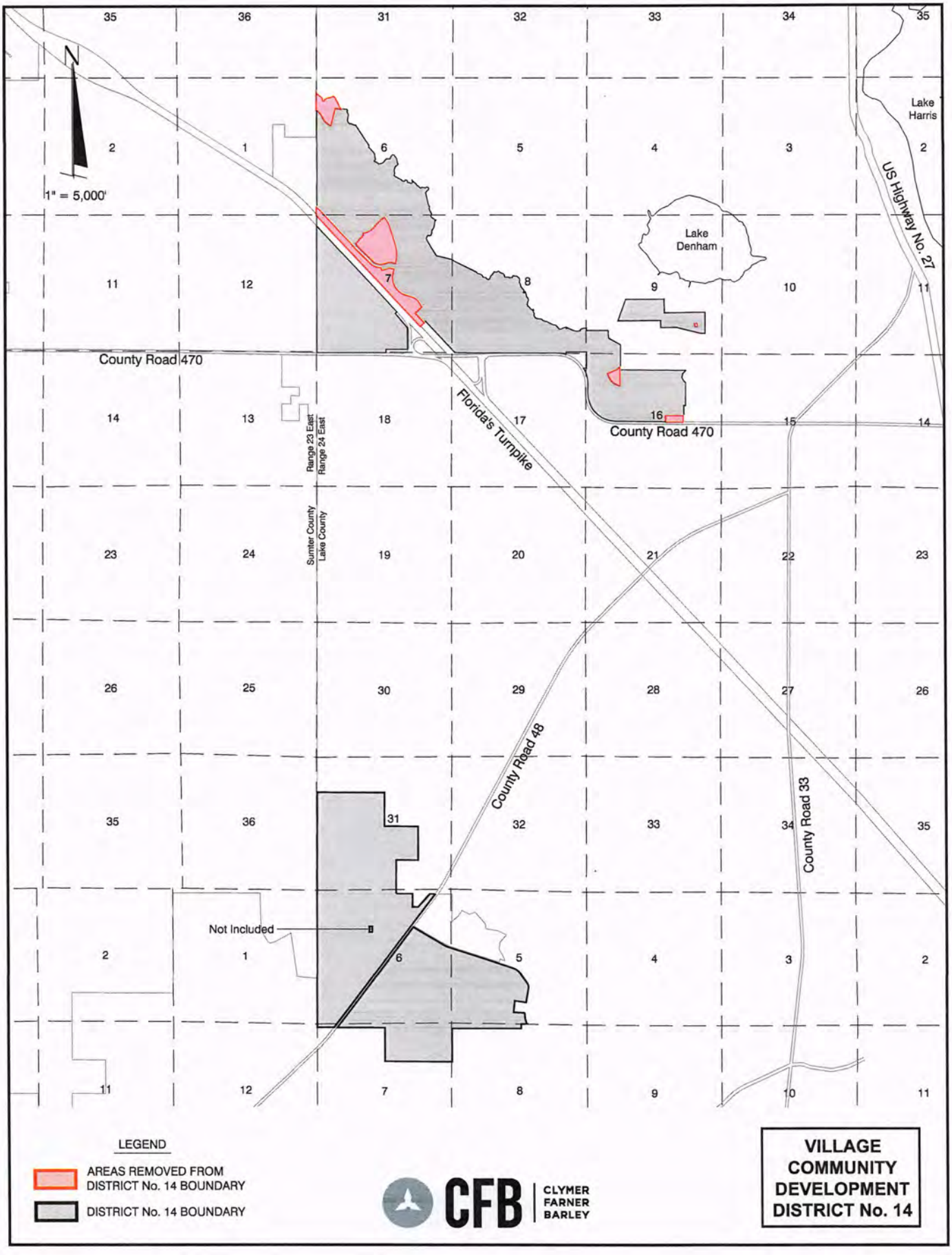
Another alternative to the District would be for the developer to provide the infrastructure and to use a property owners association (POA) for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes on the combined real estate tax bill through the County tax collector. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the District is a unit of local government. Therefore, unlike a POA, the District must abide by all governmental rules and regulations.

Additionally, any debt of a District is strictly the District's responsibility. While it may be technically true that the debt of a City-established, dependent special District, is not strictly the City's responsibility, any financial problems that the special District may have will inevitably entangle the City. This will not be the case since this District has been established.

With a District, residents (owners and renters) within the District have a focused unit of government under their direct control. The District is more responsive to resident needs without disrupting other City responsibilities.

APPENDIX

REPORT	STATUE SECTION	DUE DATE
Annual Financial Audit	218.39	Nine months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit but no later than 9 months after end of fiscal year
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor Report	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Meetings Schedule	189.015	Quarterly semiannually or annually
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.014	30 days after first Board meeting
Notice of Establishment	190.0485	30 days after formation
Establishment Documents	189.016	30 days after adoption
Notice of Public Finance	190.009	After financing


N
1" = 5,000'
Lake Harris
US Highway No. 27
Lake Denham
County Road 470
Florida's Turnpike
County Road 470
Range 23 East
Range 24 East
Sumter County
Lake County
County Road 48
County Road 33
Not Included
LEGEND
AREAS REMOVED FROM DISTRICT No. 14 BOUNDARY
DISTRICT No. 14 BOUNDARY
CFB
CLYMER FARNER BARLEY
VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: February 14, 2022

From: Ann Kinsey, (Building Official)

Subject: An Ordinance amending the City of Leesburg Code of Ordinances, Chapters 1, 7, and 10 with updates to the previously approved Ordinance No. 20-01 with the current versions of the Florida Building Codes, providing clarifications to the permitting process; and providing an effective date. (2020 Building Code Update)

Staff Recommendation:
Staff recommends approval of the update to the City of Leesburg Building Code for the existing Ordinance No. 20-01, as the existing version is a code cycle out of date (2017), and current procedures are not reflected therein.

Analysis:
Every three years, the City of Leesburg is required to update the Florida Building Code to the latest edition. Currently, the City uses the 2017 version, (6th edition). The latest Florida Building Code version was adopted by the State of Florida as the 2020 (7th edition). Updating this code will make the city compliant with current state statute requirements, and avoid having the "Reserved" sections of Chapter 1 in the Florida Building Code being outdated, or having gaps in the code which are required to be filled by the local jurisdictions. These sections have been copied largely from the Building Officials Association of Florida recommendations for code compliance and in coordination with other local city jurisdictions and Lake County, to ensure better consistency with similar local agencies. In addition, these changes will help reduce the number of permits required, as it exempts most residential fences, small sheds without electricity, and small commercial tents without electricity. City legal counsel has read and accepted these updates.

Procurement Analysis:
N/A

Options:
1. Approve the requested changes as provided; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

Submission Date and Time: 2/9/2022 1:11:47 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF LEESBURG CODE OF ORDINANCES, CHAPTERS 1, 7, AND 10 WITH UPDATES TO THE PREVIOUSLY APPROVED ORDINANCE NO. 20-01 WITH THE CURRENT VERSIONS OF THE FLORIDA BUILDING CODES, PROVIDING CLARIFICATIONS TO THE PERMITTING PROCESS; AND PROVIDING AN EFFECTIVE DATE. (2020 BUILDING CODE UPDATE)

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

Section 1.

Building Code, City of Leesburg Chapters 1, 7, and 10

The Code of Ordinances of the City of Leesburg, Florida, Chapters 1, 7, and 10, are hereby amended as follows:

(see attached exhibit)

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 _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit “A”

Article II, Chapter 7 – Buildings and Building Regulation

Sec. 7-16. – Building code adopted

The 2020 Seventh Edition of the Florida Building Code, effective as of December 31, 2020, is adopted as the Building Code for the City of Leesburg, Florida. It is comprised of the following elements, including all annexes and references stated therein:

(1)

Florida Building Code.

(2)

Florida Building Code—Residential.

(3)

Florida Building Code—Accessibility.

(4)

Florida Building Code—Energy Conservation.

(5)

Florida Building Code—Existing Buildings.

(6)

Florida Building Code—Mechanical.

(7)

Florida Building Code—Plumbing.

(8)

Florida Building Code—Fuel Gas.

(9)

2017 National Electric Code.

(10)

Florida Fire Prevention Code

(11)

2018 International Property Maintenance Code.

Modifications:

This code cycle has multiple areas listed as "Reserved", which means the local Building Official can set the code requirements for these sections. Some of the more static code issues are listed below. For any not stated here, the Design Professional of the project should consult the 2018 version of the International Code Council Building Codes and the 2017 version of the Florida Building Codes for design guidance on the intent of the code.

Legend:
Plain Text is from the FBC 7th Edition (2020)
Red Text is modifications per this ordinance.

1. **[A] 101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted. All appendices A-M are adopted, with the following modification: H111.2 (where wall signs attached to masonry and similar type walls, fasteners) …shall be engineered per the Design Professional.
2. **101.2.2** Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.
3. **101.3.1 Quality control.** Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.
4. **101.3.2 Warranty and Liability.** The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.
5. **[A] 101.4.4 Property maintenance.** ***(2018 International Property Maintenance Code)*** The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.
6. **[A] 101.4.5 Fire prevention.** For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.
7. **102.2 Building.** The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or

facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.
(b) Railroads and ancillary facilities associated with the railroad.
(c) Nonresidential farm buildings on farms.
(d) Temporary buildings or sheds used exclusively for construction purposes.
(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

8. **[A] 102.5 Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

9. **[A] 102.6 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building, 2018 International Property Maintenance* or the *Florida Fire Prevention Code*.

10. **[A] 102.6.2 Buildings previously occupied.** The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code, 2018 International Property Maintenance Code* or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

11. **103.1 Creation of enforcement agency.** The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

12. **103.2 Appointment.** The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

13. **103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*. For the maintenance of existing properties, see the *2018 International Property Maintenance Code*.

14. **[A] 104.1 General.** The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

15. **[A] 104.2 Applications and *permits*.** The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been

issued and enforce compliance with the provisions of this code.

16. **104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.** For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair* of *substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair* of *substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.
17. **[A] 104.3 Notices and orders.** The *building official* shall issue all necessary notices or orders to ensure compliance with this code.
18. **[A] 104.4 Inspections.** The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.
19. **[A] 104.5 Identification.** The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.
20. **[A] 104.6 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or

    where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.
21. **[A] 104.7 Department records.** The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.
22. **104.8 Liability.** The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building*

official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

23. **[A] 104.8.1 Legal defense.** Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.
24. **[A] 104.10 Modifications.** Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.
25. **104.10.1 Flood hazard areas.** The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.
26. **104.12 Requirements not covered by code.** Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official.*
27. **[A] 105.1.2 Annual Facility *permit* records.** The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.
28. **[A] 105.2 Work exempt from *permit*.** Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

- One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).
- Oil derricks.
- Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
- Sidewalks and driveways not more than 4 inches (102 mm) above adjacent grade, and

not over any basement or *story* below and are not part of an *accessible route*.

- Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- Temporary motion picture, television and theater stage sets and scenery.
- Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground with plug-in filter and no hard piping to house.
- Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
- Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.
- Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
- Construction listed on current City of Leesburg brochure for items not needing permits.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of
approved portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

- **Temporary testing systems:** A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

29. **[A] 105.2.3 Public service agencies.** A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

30. **105.3.1.2** No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:
    1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.
    2. Fire sprinkler documents for any new building or addition which includes a fire

sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.
5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over $125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;

NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in

Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

31. **[A] 105.3.2 Time limitation of application.** An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.
32. **105.3.8 Public right of way.** A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.
33. **105.4 Conditions of the *permit*.** The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.
34. **105.5 Expiration.** Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official.*
35. **105.5.1 Additional options for closing a *permit*.** Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit,* may close a building *permit* by complying with the following requirements:
    1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
    2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
    3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without

having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term "close" means that the requirements of the *permit* have been satisfied.

36. **105.5.2** For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official.*

37. **105.5.3** For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

38. **105.6.1** Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

39. **105.6.2** Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

40. **105.15 Opening protection.** When any activity requiring a building *permit,* not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided. **Exception:** Where defined wind-borne debris regions have not changed, **s**ingle family residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

41. **[A] 107.1 General.** Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in two or more sets with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design*

professional.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

42. **107.2.1 Information on construction documents.** *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

43. **[A] 107.3 Examination of documents.** The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official,* from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

44. [A] 107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the owner's authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or owner's authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties.

The *registered design professional in responsible charge* shall be responsible for reviewing

and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

45. 107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official.*

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the cover sheet or first page of the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

46. 107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:
   Parking Fire access
   Vehicle loading
   Driving/turning radius
   Fire hydrant/water supply/post indicator valve (PIV)
   Set back/separation (assumed property lines)
   Location of specific tanks, water lines and sewer lines
   Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
   Fire-resistant separations
   Fire-resistant protection for type of construction
   Protection of openings and penetrations of rated walls
   Fireblocking and *draftstopping* and calculated fire resistance
5. Fire suppression systems shall include:
   Early warning smoke evacuation systems
   Schematic fire sprinklers
   Standpipes
   Pre-engineered systems
   Riser diagram.
6. Life safety systems shall be determined and shall include the following requirements:
   Occupant load and egress capacities
   Early warning

Smoke control
Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
   Occupancy load
   Gross
   Net
   Means of egress
   Exit access
   Exit
   Exit discharge
   Stairs construction/geometry and protection
   Doors
   Emergency lighting and exit signs
   Specific occupancy requirements
   Construction requirements
   Horizontal exits/exit passageways
8. Structural requirements shall include:
   Soil conditions/analysis
   Termite protection
   Design loads
   Wind requirements
   Building envelope
   Impact resistant coverings or systems
   Structural calculations (if required)
   Foundation
   Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
   Wall systems Floor systems
   Roof systems
   Threshold inspection plan
   Stair systems
9. Materials shall be reviewed and shall at a minimum include the following:
   Wood
   Steel
   Aluminum
   Concrete
   Plastic
   Glass
   Masonry
   Gypsum board and plaster Insulating (mechanical)
   Roofing
   Insulation
   Building envelope portions of the Energy Code (including calculation and mandatory requirements)
10. Accessibility requirements shall include the following:
    Site requirements
    Accessible route
    Vertical accessibility
    Toilet and bathing facilities

Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:
    Interior finishes (flame spread/smoke development)
    Light and ventilation (including corresponding portion of the energy code)
    Sanitation
12. Special systems:
    Elevators
    Escalators
    Lifts
13. Swimming pools:
    Barrier requirements
    Spas
    Wading pools
14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:
   Wiring
   Services
   Feeders and branch circuits
   Overcurrent protection
   Grounding
   Wiring methods and materials
   GFCIs
   Electrical portions of the Energy Code (including calculation and mandatory requirements)
2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line

11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy calculations
2. Exhaust systems: Clothes dryer exhaust
   Kitchen equipment exhaust
   Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
   Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress:
   Egress window size and location stairs construction requirements

6. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
   Termite protection
   Design loads
   Wind requirements
   Building envelope
   Foundation
   Wall systems
   Floor systems
   Roof systems
   Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
   Show/identify
   Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements
   Setback/separation (assumed property lines)
   Location of septic tanks (if applicable)
2. Structural
   Wind zone
   Anchoring
   Blocking
3. Plumbing
   List of potable water source and meter size (if applicable)
4. Mechanical
   Exhaust systems
   Clothes dryer exhaust
   Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions: Plans examination by the *building official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance *permits*
5. Prototype plans:
   Except for local site adaptions, siding, foundations and/or modifications.
   Except for structures that require waiver.
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

47. 109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- *Permits*;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance

48. **[A] 109.4 Work commencing before *permit* issuance.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

49. **[A] 109.5 Related fees.** The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

50. **[A] 109.6 Refunds.** The *building official* is authorized to establish a refund policy.

51. **[A] 110.1 General.** Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

52. **110.1.1 Manufacturers and fabricators.** When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

53. **110.1.2 Inspection service.** The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

54. **[A] 110.3 Required inspections.** The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary, and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.3. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the authority having jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC (as indicated on approved energy calculations)
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- *Draftstopping/fireblocking*
- Curtain wall framing

- Energy insulation (Insulation R-factor as indicated on approved energy calculations)
- Accessibility
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

2.1 Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Continuous air barrier
- Exterior siding/cladding
- Sheathing fasteners
- Roof/wall dry-in

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
- Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

- Dry-in
- Insulation
- Roof coverings (including In Progress as necessary)
- Insulation on roof deck (according to submitted energy calculation)
- Flashing

5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official.*

6. Final inspection. To be made after the building is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.

   a. Steel reinforcement inspection
   b. Underground electric inspection
   c. Underground piping inspection including a pressure test.

d. Underground electric inspection under deck area (including the equipotential bonding)
e. Underground piping inspection under deck area
f. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place.
g. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
h. Final pool piping.
i. Final Electrical inspection
j. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. First inspection to be made after all utility connections have been dis- connected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
   Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross- overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact- resistant coverings or impact-resistant systems to determine the following:
    The system indicated on the plans was installed.
    The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in

place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
Includes plumbing provisions of the energy code and approved energy calculation provisions.

3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
Includes mechanical provisions of the energy code and approved energy calculation provisions.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
Includes gas provisions of the energy code and approved energy calculation provisions.
2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean- up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

55. [A] 110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

56. [A] 110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

57. [A] 110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation

certification required in Section 1612.4 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

58. **[A] 110.3.4 Frame inspection.** Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.
59. **[A] 110.3.8 Energy efficiency inspections**. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.
60. **110.3.11 Final inspection.** The final inspection shall be made after all work required by the building *permit* is completed.
61. **110.3.11.1 Flood hazard documentation.** If located in a *flood hazard area*, documentation of the elevation of the lowest floor as required in Section 1612.5 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.
62. **110.3.11.2 Commercial Energy Code documentation.** If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner**.**
63. **110.3.11.3 Residential Energy Code documentation**. If required by energy code path submittal (R405), confirmation that the duct test requirements shall be received by building official.
64. **[A] 110.4 Inspection agencies.** The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.
65. **113.1 General**. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, the affected person or agency should consult Florida Statutes 553.775 and apply through the Building Officials Association of Florida, Inc. non-binding interpretations.
66. **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The BOAF board shall have no authority to waive requirements of this code.
67. **113.3 Qualifications.** The BOAF board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.
68. **114.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.
69. **114.2 Notice of violation.** The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.
70. **114.3 Prosecution of violation**. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.
71. **114.4 Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the

building official, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

72. **116.1 Conditions.** Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.
73. **116.2 Record.** The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.
74. **116.3 Notice.** If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.
75. **116.4 Method of service.** Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.
76. **116.5 Restoration.** Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs*, *alterations*, *additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *Florida Building Code, Existing Building*.

Sec. 7-20. - Permitting process.

(a) Applications for building and building related permits shall be submitted to the building division. Such submittal shall include the application form as provided by the city, along with all required, associated documents, and payment in full of all fees, depending on the type of permit being sought, as further described below.

(b) -Paper Applications for constructing new buildings, and additions to existing buildings, shall include one (1) complete set of the following: construction plans, site development plan showing the proposed improvements to the property, truss reaction schedules, Florida Product Approval list, and State of Florida energy conservation compliance form, when applicable.

-Electronic Applications for constructing new buildings, and additions to existing buildings, shall include everything listed above in an electronic format. Each item should be scanned together into one (1) file before uploading. (ie: Energy Calculations should all be

scanned into one (1) file before uploading, and should not be loaded in 2 or 3 uploads.) For plans required to be signed and sealed by a Design Professional, they should be combined together as well, and not uploaded in individual sheets, nor should they be combined as bookmarks. The Design Professional should then apply a valid and unlocked digital signature to the Cover Sheet showing the plan index of the pages contained therein. Where there is more than one (1) Design Professional, each one should combine their own sheets, put a sheet index on the first page of their drawings, and apply the valid and unlocked digital signature on just that first page. Certifications of the drawings will not be accepted.

(c) All structures shall comply with the wind load requirements of the Florida Building Code.

(d) Required plans for all structures other than one- or two-family dwellings shall be prepared, signed, dated, and sealed by a professional engineer or architect, duly registered and licensed by the State of Florida per F.S. Ch. 471 and 481, respectively.

(e) Required plans for all one- or two-family dwellings shall be prepared and sealed by a professional engineer or architect, duly registered and licensed by the State of Florida per F.S. Ch. 471 and 481, respectively, or they shall otherwise be in conformity with the standard of SST 10-99 or other standard adopted by the state.

(f) A master file may be established upon request for any "model" or prototype plan for a residential single-family or two-family building, accessory structures, and building components. The following shall apply to master files:

(1) One (1) copy of the plans submitted for master file should be submitted electronically with a valid and unlocked digital seal. Plans for each model or accessory building shall be updated each time the adopted building codes are updated or as specified by the architect or engineer of record.

(2) Once the plans or drawings have been approved for master file, the building official or designee shall stamp each page. Each time the model, accessory building, or building component is submitted for a building permit, the contractor shall submit cut sheets showing the model, elevation, and any mastered options offered. The appropriate plans will be returned with the permit for construction.

(3) No structural changes or modifications shall be made to master file plans. Deviations from the master file plans shall require the submittal and review of revised documents. If any contractor makes changes or modifications to master file plans, the building official or designee shall immediately terminate the contractor's use of the master file system.

(4) Paper applications to open a master file shall include the following when applicable:

a. One (1) set of engineered plans, which shall be dated, signed and sealed by an architect or engineer registered with the state in accordance to F.S. chs. 481 or 471, respectively. Each such set of plans shall contain a statement by the architect or engineer of record as follows: "This plan is for master file purposes only." The plans shall include the applicable information as specified by section 107 minimum plan review criteria for buildings of the Florida Building Code.

b. One (1) set of pre-engineered truss drawings, which shall be dated, signed and sealed by an engineer registered with the state per Chapter 471, Fla. Stat. The truss drawings shall be designed and engineered for each specific model or accessory building.

c. If the building plan may be reversed, a separate set of engineering plans and truss drawings shall be submitted for each orientation.

d. Such additional information must be provided, as the building official may require, to ensure that the plans submitted for master file are complete, including but not limited to, electrical, mechanical, plumbing, window and door information. Energy Calculations can be submitted to "worst case" criteria. Product Approval, Gas Risers, and other such items may be submitted if the Builder so chooses.

(g) Except as otherwise specifically provided in this chapter 7, article II, applications for electrical, gas, plumbing, mechanical, and other permits, regulated by any of the adopted codes in addition to the Florida Building Code, shall include one (1) complete set of plans showing the proposed work in sufficient detail and clarity to allow for a thorough plan examination to determine compliance with all applicable code provisions.

(h) The requirement for plans may be waived by the building official based upon a determination that the work is relatively minor in scope, routine in nature, and can be described adequately on the application form or addenda attached thereto.

(i) Applications for constructing any swimming pool which is regulated by any of the adopted codes shall include one (1) complete set of construction plans, one (1) site development plan showing the location of the pool, pool equipment, ladders and/or swimouts, doors and/or windows facing the pool deck, and elevation of the house floor finish, deck finish floor and surrounding grade; a completed electrical permit application; and a completed child safety barrier fence application, or a complete pool enclosure application. The fence and/or enclosure application may be omitted if an approved child safety barrier already exists on the property which will encompass the proposed swimming pool, or on above ground pools, if the swimming pool walls are a minimum of four (4) feet higher than the surrounding grade and any access to the water is by way of fold up steps or some equivalent device.

(j) Applications for placement of new or used mobile homes within mobile home subdivisions shall include a floorplan, pier and anchoring schedule, manufacturer's specifications, skirting and stair details, and City of Leesburg worksheet. Used homes shall include a pre-inspection form signed by a City of Leesburg inspector, or a structural engineer.

(k) Applications for placement of new or used mobile homes within a mobile home park shall include a plot plan drawn to scale showing all existing and proposed improvements, and dimensions, and distance to all adjacent structures.

(l) All applicants for any type of permit under this chapter 7, article II, must be properly licensed and insured in accordance with State of Florida laws and regulations in effect at the time of the application, except that an owner-builder meeting all the criteria established by § 489.103, Fla. Stat. or any successor provision, may apply for a permit without licensure if he or she provides an owner-builder affidavit sworn to by the applicant and a Notary Public.

(m) When any permit application is submitted to the building division, the application and the applicant's credentials will be verified to ensure they are complete and accompanied by all required information and documentation. Once the application and the applicant's credentials have been verified, the application and all accompanying documents shall be stamped with the date and entered into the permit tracking system. The building division shall not accept any application from a person lacking the proper credentials, nor shall the division accept any application which is not complete or which omits any required information or documentation. If an application is found to be incomplete, the division shall contact the applicant promptly to obtain the missing information and documentation, or in its option the division may return the application to the applicant.

(n) Upon receiving a permit application and associated documents, processed and deemed complete, the relevant information shall be entered into the permit tracking system, then a copy of the plans, specifications, and comment sheet shall be distributed to other involved parties, depending on the type of improvement being proposed. In all cases, the building official shall be the responsible custodian for all permit documents, throughout the plans examining process.

(o) Each party receiving application documents from the building official shall review them for compliance with the applicable codes and regulations, then return them promptly to the building official, along with a properly completed comment sheet. The building official shall track the process of the review by the various interested parties in the permit tracking system, and assure that all distributed application documents and comment sheets are returned in a timely manner to expedite the application review process. Upon receiving all distributed documents back from the various interested parties, the building official shall determine of the permit may be issued based on the comments received, in accordance with the following criteria:

(1) If any of the returned comment sheets indicate a disapproval, the building official shall promptly inform the applicant of the reason(s) for the disapproval, and maintain an ongoing dialogue with the applicant to facilitate a resolution of the problem.

(2) If all of the returned comment sheets indicate approvals, and the building official determines there is no need for a preliminary inspection of the subject property to be conducted, the building official shall issue the permit.

(3) Upon approval from the building official, the applicant will be contacted through the permitting system by electronic mail, with a request to pick up the permit and pay the final fees due.

(p) The building official may revoke any permit or approval under any of the following circumstances:

(1) When it is discovered that any of the documents submitted by the applicant or the contractor contains a falsification, misrepresentation, or error regarding a material fact;

(2) When any signature on any submitted document is found not to be the actual signature of the party represented to have signed;

(3) When a violation of any of the city's licensing or construction ordinances or regulations is discovered;

(4) When any fee or charge imposed as a condition of issuance of a permit or approval, whether payable to the city or to another entity, is found to be uncollected or uncollectible, is not paid in full, or if a check issued for such fee or charge is returned unpaid due to stop payment, insufficient funds or other reason attributable to the applicant or contractor;

(5) When any inspector is denied entry onto the property during normal working hours; or

(6) When a stop work order issued by the building official is not complied with.

(q) Once a permit or approval has been revoked, an application for a new permit or approval must be submitted before work continues or resumes, along with any required fees as provided in the building permit fee resolution.

(Ord. No. 16-10, § III, 3-14-16)

(s) A Certificate of Completion or a Certificate of Occupancy will only be given once all inspections from all departments are approved and when all required impact fees have been paid in full.

Chapter 7, Article VIII

Sec. 7-181. - Standard Swimming Pool Code adopted; exceptions; modifications.

(a) Adopted. The 2018 International Swimming Pool and Spa Code is hereby adopted by reference and is incorporated in this section as though set out in full herein, except as modified below:

(b) *Appeals.* Chapter 7, sections 7-3, 7-4, and 7-5 of this Code shall govern all appeals in the City of Leesburg.

(c) *Fees:* Section 109.2. "Schedule of Fees": Add Fee Schedule shown in section 7-182 below:

(d) *Modifications:*

(1) *Section 322, Ladders and Recessed Treads,* is modified to include the following wording: "Any notch or cutout step/shelf considered to be a swim out shall not substitute for a ladder or steps at the deep end, unless said swim out is at least 14 inches deep and 36 inches wide with some form of handhold or grasping device and the surface of said shelf is at least 12 inches below the pool water level".

(2) Chapter 1, Section 114, Violations

a. Modify this section to read: "Any person, firm, corporation or agent who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter or demolish any pool structure, or has erected, constructed, altered, repaired or demolished a pool structure in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state law".

b. The building official may refer any violation of this Code to the Code Enforcement Board for such action as that board shall deem appropriate. In the alternative, the Building Official may seek injunctive relief.

c. In addition to the remedies set forth in subsection (b) above, the building official may refer persons who violate any provision of this Code for prosecution as provided in Section 114 of the Standard Building Code. The remedies provided in the Standard Building Code and in this Code shall be considered cumulative to one another and not exclusive of one another, and referral of any violation for criminal prosecution as provided in Section 114 of the Standard Building Code shall not preclude enforcement of this Code by any civil means as provided in subsection b. above.

(Ord. No. 98-07, §§ 1, 2, 1-26-98)

Sec. 7-182. - Permit fee schedule for new and existing pools.

No permit shall be valid until all required fees have been paid, nor shall an amendment to a permit be approved or issued until the additional fees, if any are paid. Permit fees shall be established and approved by resolution of the city commission of the City of Leesburg, Florida, and may be adjusted from time to time by resolution of the city commission. Fees do not appear in this Code but are published as a part of the applicable resolution in effect from time to time.

The referenced fees shall not appear in this Code and are published as a part of the applicable resolution.

Sec. 7-183. - Setbacks, safety barriers.

(a) Swimming pool setbacks shall be subject to the same zoning rules applied to accessory structures and shall be permitted as governed by zoning regulations set out in other sections of this Code of Ordinances except as modified in (c) [subsections (b) and (c)] below; however, in the ground pools, under any circumstances, shall not be constructed closer than five (5) feet horizontally from any building or structural foundation. A further restriction shall apply to any in the ground pools greater in depth than five (5) feet as follows: the set back from the water's edge of the pool to the building or structural foundation shall be at least the minimum of the planned depth of the pool below ground level i.e.: the planned pool bottom is eight (8) feet deep; therefore, the setback required is eight (8) feet.

(b) A permanent screen enclosure shall be judged to be an acceptable barrier under this article and a screen enclosure or some other form of acceptable barrier as defined in Chapter 2, "definitions" shall be erected to protect the swimming pool and restrict access by unauthorized persons or unsupervised children in compliance with the swimming pool code adopted in this section. A screen enclosure shall not be considered an accessory structure for the purpose of lot coverage and/or setbacks, whether attached to the principal residence or structure or detached; however, the swimming pool front yard setback shall be thirty (30) feet and for corner lots the additional swimming pool front set back line shall be fifteen (15) feet.

(c) No swimming pool shall be given a final inspection approval for use unless the required permanent safety barrier capable of restricting access is in place to safe guard the pool and said safety barrier has been properly permitted for construction and inspected. It shall be the continued responsibility of the owner(s) and/or occupant of the premises where the pool is located to maintain the safety barrier and any associated gates in a proper, safe and useful condition at all times. A safety barrier, either temporary or permanent, must be in place at all unsupervised time periods during the excavation and construction phase of the pool as the pool may constitute a safety hazard to children and the general public at that time.

Article II, Chapter 10 - FIRE PROTECTION AND PREVENTION

Sec. 10-1. - Fire Prevention Code adopted.

The 2020 Florida Fire Prevention Code is hereby adopted by reference and incorporated into this section as though set out in full. Appeals from the application or interpretation of this code by the building official or other city staff, and requests for variances, shall be presented to the board of adjustments and appeals utilizing the procedures in sections 7-3, 7-4 and 7-5 of this Code.

(Code 1953, § 12-13; Ord. No. 08-12, § I, 1-28-08; Ord. No. 09-56, § I, 10-12-09; Ord. No. 12-31, § V, 5-14-12)

Cross reference— Definitions and rules of construction generally, § 1-2.

DEFINITIONS
DWELLING UNIT
SLEEPING UNIT
SPECIAL INSPECTION
SPECIAL INSPECTOR
STRUCTURAL OBSERVATION
TYPE A UNIT
TYPE B UNIT

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 37.6 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located north of County Road 48 and west of South Quarters Road, as legally described in Sections 15, 21, and 22, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Windy Oaks PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:
The project site is approximately 37.6 +/- acres, and is generally located north of County Road 48 and west of South Quarters Road as shown on the attached maps. At this time, the property is agriculture. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, industrial, and agricultural. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on December 16, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time: 2/9/2022 1:13:12 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 37.6 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED NORTH OF COUNTY ROAD 48 AND WEST OF SOUTH QUARTERS ROAD, AS LEGALLY DESCRIBED IN SECTIONS 15, 21, AND 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WINDY OAKS PUD)

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

Section 1.

Based upon the petition of Kathy Hattaway, AICP, Poulos and Bennett, LLC petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from 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 _____, 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48; THENCE, ALONG SAID WEST LINE, RUN NORTH 00°55'53" EAST A DISTANCE OF 446.63 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**; THENCE, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, RUN NORTH 89°02'51" WEST A DISTANCE OF 611.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 45°41'15" EAST A DISTANCE OF 868.69 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID WEST LINE OF SAID SECTION 22; THENCE, ALONG SAID WEST LINE, RUN SOUTH 00°55'13" WEST A DISTANCE OF 2.01 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 2341 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING 47.70 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, RUN NORTH 48°35'10" EAST A DISTANCE OF 70.83 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 15, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 45°41'15" EAST A DISTANCE OF 931.99 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID NORTH LINE, RUN SOUTH 89°06'52" EAST A DISTANCE OF 588.78 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH QUARTERS ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°56'21" WEST A DISTANCE OF 661.49 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID SECTION 22; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°00'04" WEST A DISTANCE OF 546.83 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 67°26'42" WEST A DISTANCE OF 291.88 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE, ALONG SAID SOUTH LINE, RUN NORTH 89°05'36" WEST A DISTANCE OF 1028.87 FEET TO THE **POINT OF BEGINNING**.
SAID TO CONTAIN 1,638,019 SQUARE FEET (37.604 ACRES), MORE OR LESS.

WINDY OAKS PROPERTY
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
December 16, 2021

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 **Windy Oaks, LLC, P.O. Box 86, Okahumpka, Florida, 34762 "Permittee" (Kathy Hattaway, AICP, Poulos and Bennett, LLC 2602 Livingston Street, Orlando, Florida, 32803 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 150 single family residential units on approximately 38 acres, generally located west of South Quarters Road and north of County Road 48, 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 **Windy Oaks, LLC, P.O. Box 86, Okahumpka, Florida, 34762 "Permittee" (Kathy Hattaway, AICP, Poulos and Bennett, LLC 2602 Livingston Street, Orlando, Florida, 32803 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 38 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

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

B. Prohibited Uses

1. Townhouses
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. 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 150 single family residential units, at a gross density not to exceed 3.22 units per acre on the approximately 38-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. <u>For all lots:</u>
   a. Minimum house size: 1,800 square feet.
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   c. Minimum lot size shall be 6000 square feet.
   d. Minimum width 50 feet
   e. Minimum depth 120 feet
   f. Minimum building setbacks:

Front – 25 feet;
Porch/Garage – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For all structures:
   a. Each residential structure shall have a minimum two car garage.
   b. Minimum distance between structures shall be fifteen (15) 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. Maximum building height: two (2) stories or 35 feet.
   d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   e. 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.
   f. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   g. 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 three 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 Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. LANDSCAPING & BUFFER REQUIREMENTS:

A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer 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.

B. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.

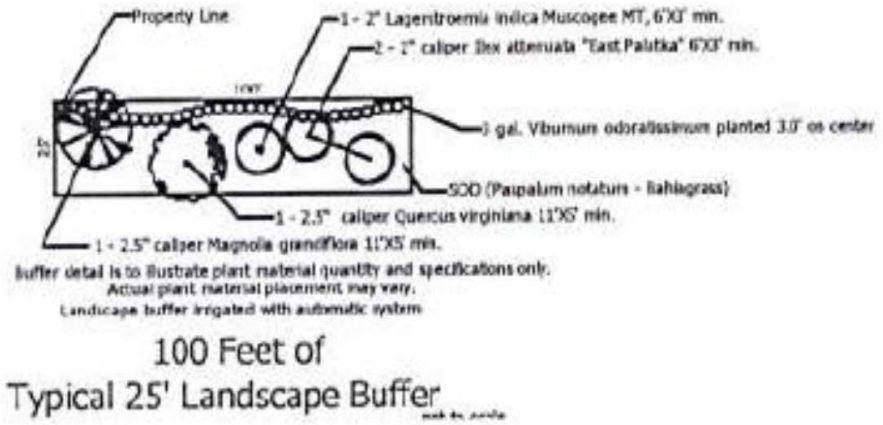
C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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

Figure B



E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager 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.

F. 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 have at least one access point on South Quarters Road, as prescribed by Lake County Public Works, and shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. The main access point South Quarters Road, shall be constructed as a "boulevard-type" roadway, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. 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 access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, 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.

G. 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, such as a Homeowners or Property Owners Association.

1. Should the Permittee (or designee) 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.
2. 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 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 water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

D. The existing 100-year flood plain on the property shall be shown on all plans and lots.

E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
   1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
   2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

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 1.32 acres.

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association 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. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

1. 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**

Windy Oaks

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48; THENCE, ALONG SAID WEST LINE, RUN NORTH 00°55'53" EAST A DISTANCE OF 446.63 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND THE **POINT OF BEGINNING**; THENCE, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, RUN NORTH 89°02'51" WEST A DISTANCE OF 611.65 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 45°41'15" EAST A DISTANCE OF 868.69 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID WEST LINE OF SAID SECTION 22; THENCE, ALONG SAID WEST LINE, RUN SOUTH 00°55'13" WEST A DISTANCE OF 2.01 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5084, PAGE 2341 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING 47.70 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, RUN NORTH 48°35'10" EAST A DISTANCE OF 70.83 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 22, SAID LINE ALSO BEING THE SOUTH LINE OF SECTION 15, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 45°41'15" EAST A DISTANCE OF 931.99 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID NORTH LINE, RUN SOUTH 89°06'52" EAST A DISTANCE OF 588.78 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH QUARTERS ROAD; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 00°56'21" WEST A DISTANCE OF 661.49 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID SECTION 22; THENCE, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 01°00'04" WEST A DISTANCE OF 546.83 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 48; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 67°26'42" WEST A DISTANCE OF 291.88 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE, ALONG SAID SOUTH LINE, RUN NORTH 89°05'36" WEST A DISTANCE OF 1028.87 FEET TO THE **POINT OF BEGINNING**.

SAID TO CONTAIN 1,638,019 SQUARE FEET (37.604 ACRES), MORE OR LESS.

EXHIBIT C **CONCEPTUAL SITE PLAN**

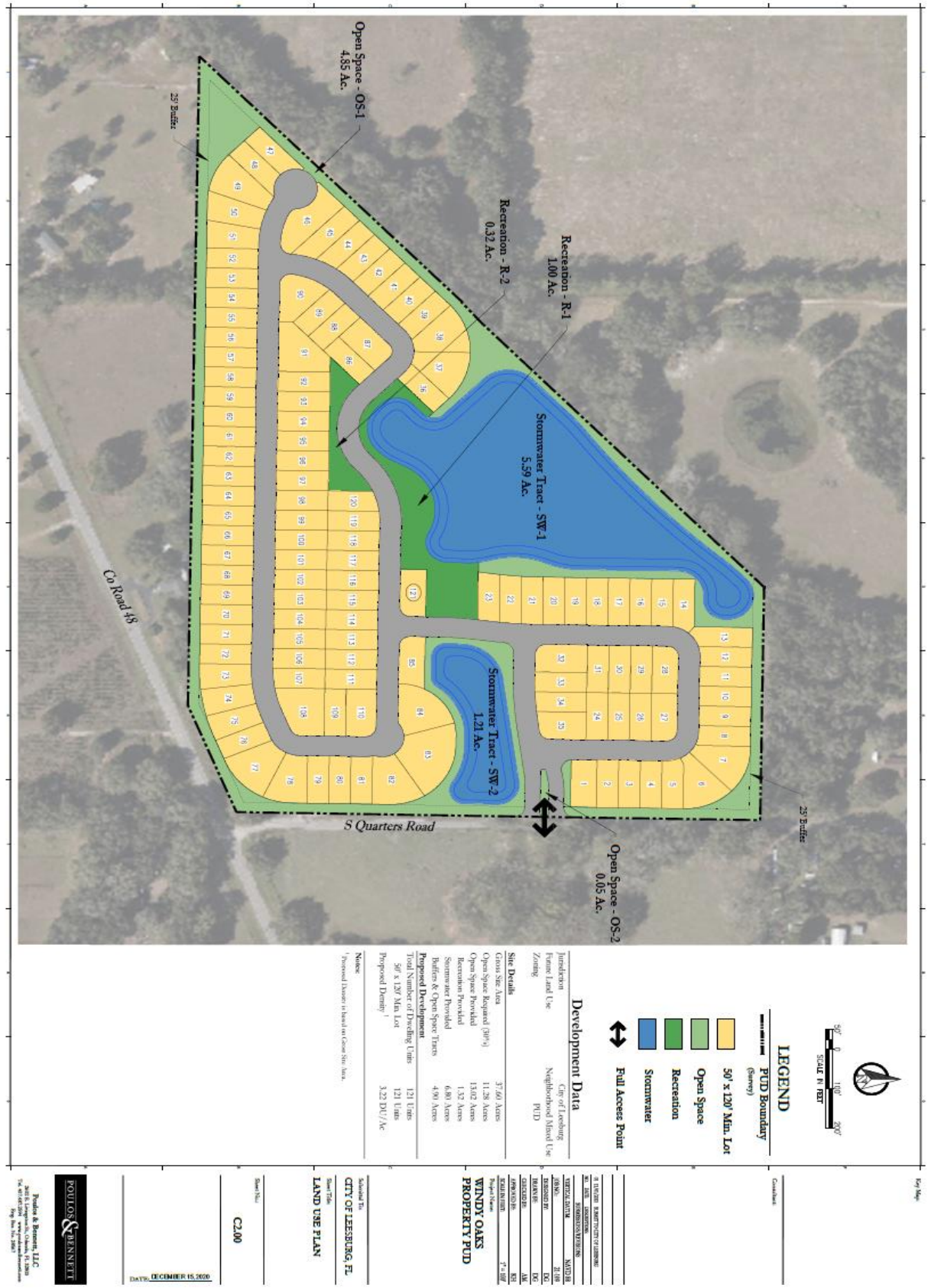


EXHIBIT D **FAÇADE SAMPLES**

*These residential elevations are indicative of the style and architectural features anticipated for the homes in the Windy Oaks PUD and are not specific to the project. Project-specific residential elevations and floorplans will be submitted as part of the final site plan application

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 16, 2021
OWNER: Windy Oaks LLC
PETITIONER: Macallan Acquisitions, LLC
PROJECT: Windy Oaks PUD
REQUEST: Planned Unit Development - Residential
CASE NO.: PUD-21-405

GENERAL LOCATION: The property is generally located north of County Road 48 and west of South Quarters Road.

FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North — Lake County Urban Low Density
South — Lake County Urban Low Density
East — Neighborhood Mixed Use
West — City of Leesburg Institutional; City of Leesburg Industrial Technology Commercial Park

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North — Lake County A (Agriculture)
South — Lake County A (Agriculture)
East — City of Leesburg PUD (Planned Unit Development)
West — City of Leesburg PUD (Planned Unit Development); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture

SURROUNDING LAND USE:
North — Residential
South — Residential
East — Residential; Pasture
West — Residential; Industrial

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: November 24, 2021
OWNER: Windy Oaks LLC
PETITIONER: Macallan Acquisitions, LLC
PROJECT: Windy Oaks PUD
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-21-405

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No Comments – Police Steve Rockefeller 11/24/21

FIRE

No comment from the Leesburg Fire Department. Amanda Stevenson 11/29/21

ELECTRIC

Electric has no objections. This is outside Leesburg Electric's territory. Steve Davis 11/29/21

GAS

No comments received as of 12/10/21

GIS

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

BUILDING

No comments received as of 12/10/21

PUBLIC WORKS

Public Works has no issues with this request. Please advise the developer that Public Works will not assume ownership and maintenance responsibilities of the roads post platting. The HOA will assume ownership and maintenance responsibilities of the roads within the PUD for perpetuity. Cliff Kelsey 11/24/21

ADDRESSING

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

ECONOMIC DEVELOPMENT

No comments received as of 12/10/21

LAKE COUNTY PUBLIC WORKS

Attached is the comment letter from Lake County Public Works. Thanks, Seth Lynch 12/10/21

LAKE COUNTY SCHOOLS

The Windy Oaks PUD is subject to school concurrency review. Please be aware that proportionate share mitigation may be required at time of submittal. Thanks, Helen LaValley 11/29/21

UNITED STATES NAVY

How will this proposal affect water consumption under the City's existing permit? Ashley Sneed Community Planning Liaison Officer/Installation Planner 12/10/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

December 10, 2021

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Windy Oaks Planned Unit Development
CASE NO.: PUD-21-405

Lake County Department of Public Works recommended requirements for the Windy Oaks PUD impacts to roadways and drainage systems:

CR 48:

- Left and Right Turn Lanes on CR 48 at the intersection of South Quarters Rd and CR 48.
- Left and Right Turn Lanes at the development's entrance off South Quarters Rd will be required.
- A sight distance analysis will need to be provided with the first submittal of development plans.
- Sidewalk or Trail will need to be provided along road frontage. Additional review and concurrence with Lake County and Leesburg will be required for this requirement.
- Additional right-of-way will be required for CR 48.
- Utility easements will need to be provided along CR 48.

South Quarters Rd:

- Left and Right Turn Lanes at the development's entrance off South Quarters Rd will be required.
- The widening of the road to meet a minimum of 12-ft lanes with shoulders and drainage would be required.
- Additional right-of-way will be required for South Quarters Rd to accommodate the offsite road improvements.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County. The current methodology is under review by Lake -Sumter MPO, FDOT and Lake County.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

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

Future Development Applications:

- Request the City of Leesburg to include Lake County on reviews of future development applications for this development.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Fred Schneider, Public Works Director for Lake County
Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Kandi Harper, Senior Planner for City of Leesburg

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	December 16, 2021
OWNER:	Windy Oaks LLC
PETITIONER:	Macallan Acquisitions, LLC
PROJECT:	Windy Oaks PUD
REQUEST:	Planned Unit Development - Residential
CASE NO.:	PUD-21-405

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) as conditioned, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development) and M-1 (Industrial).

2. The proposed conditions of the attached PUD (Planned Unit Development) zoning are compatible with the existing Future Land Use designation of Neighborhood Mixed Use and the surrounding Future Land Use designations of Industrial, Neighborhood Mixed Use, and Lake County Urban Low Density.

3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development)with revised conditions and forward this recommendation to the City Commission for consideration.

Aerial

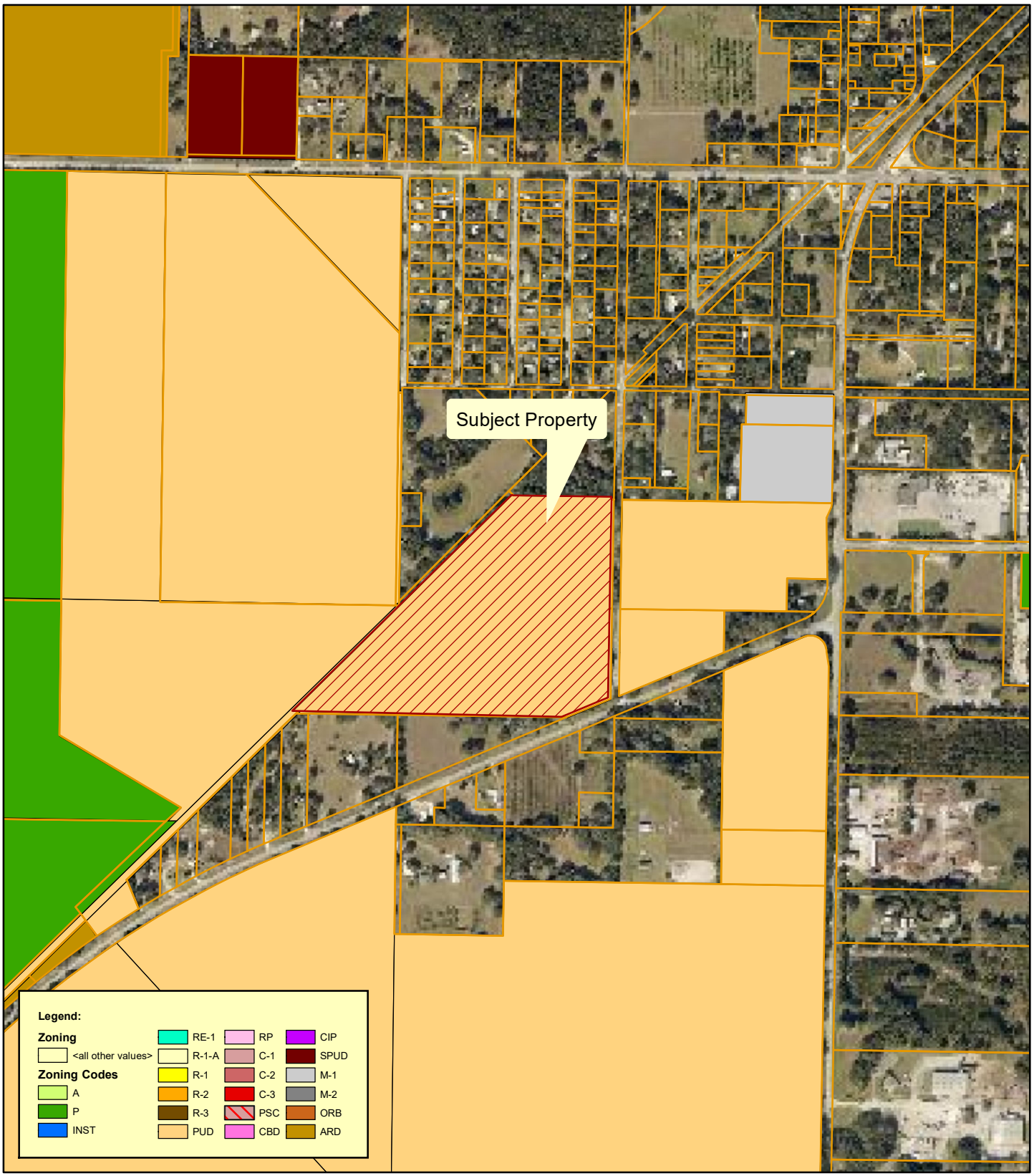
Planning & Zoning Division

N W E S

0 180 360 540 720
Feet

PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Zoning



Planning & Zoning Division

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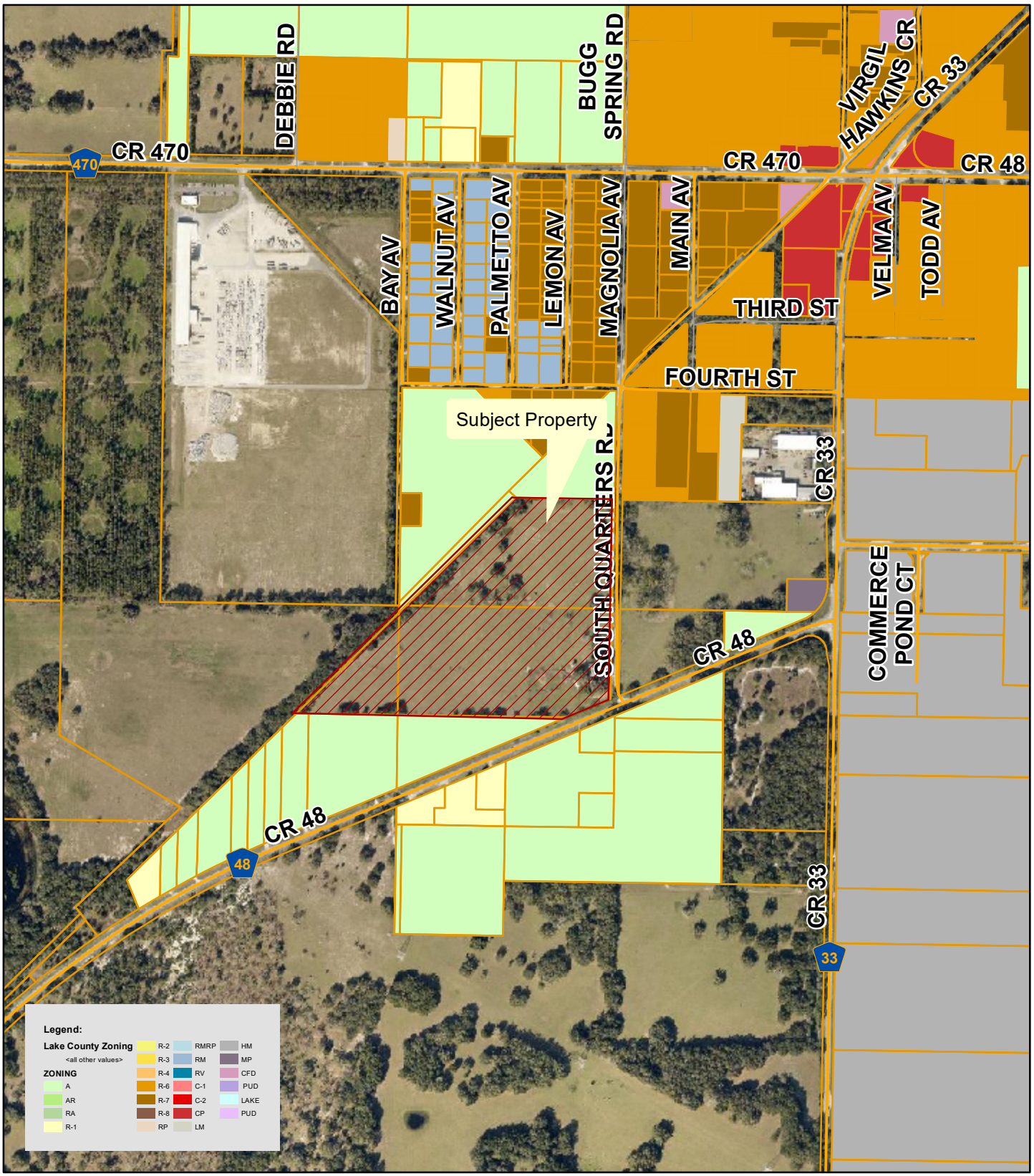
PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Lake County Zoning



Planning & Zoning Division

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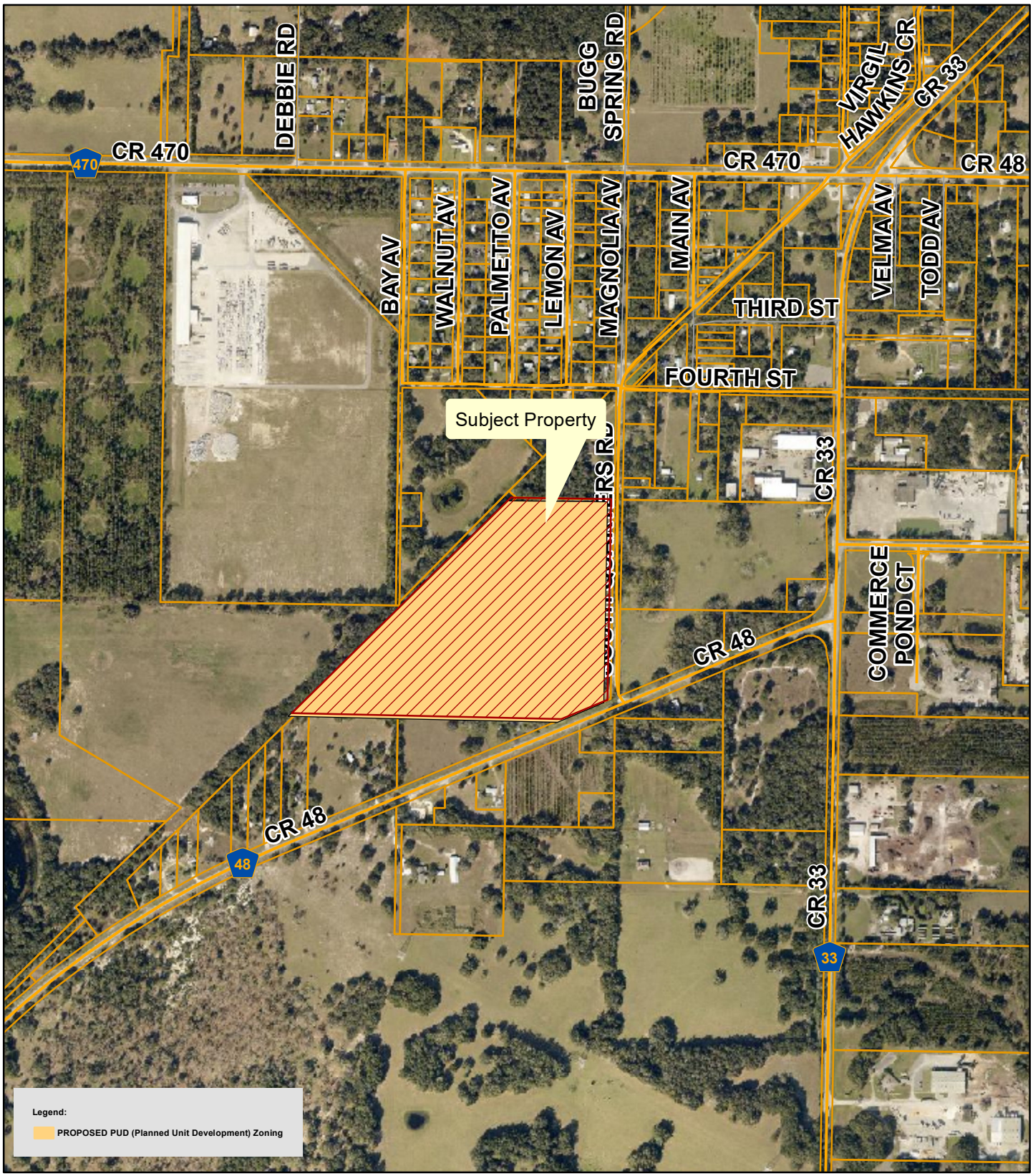
PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Proposed Zoning



Planning & Zoning Division

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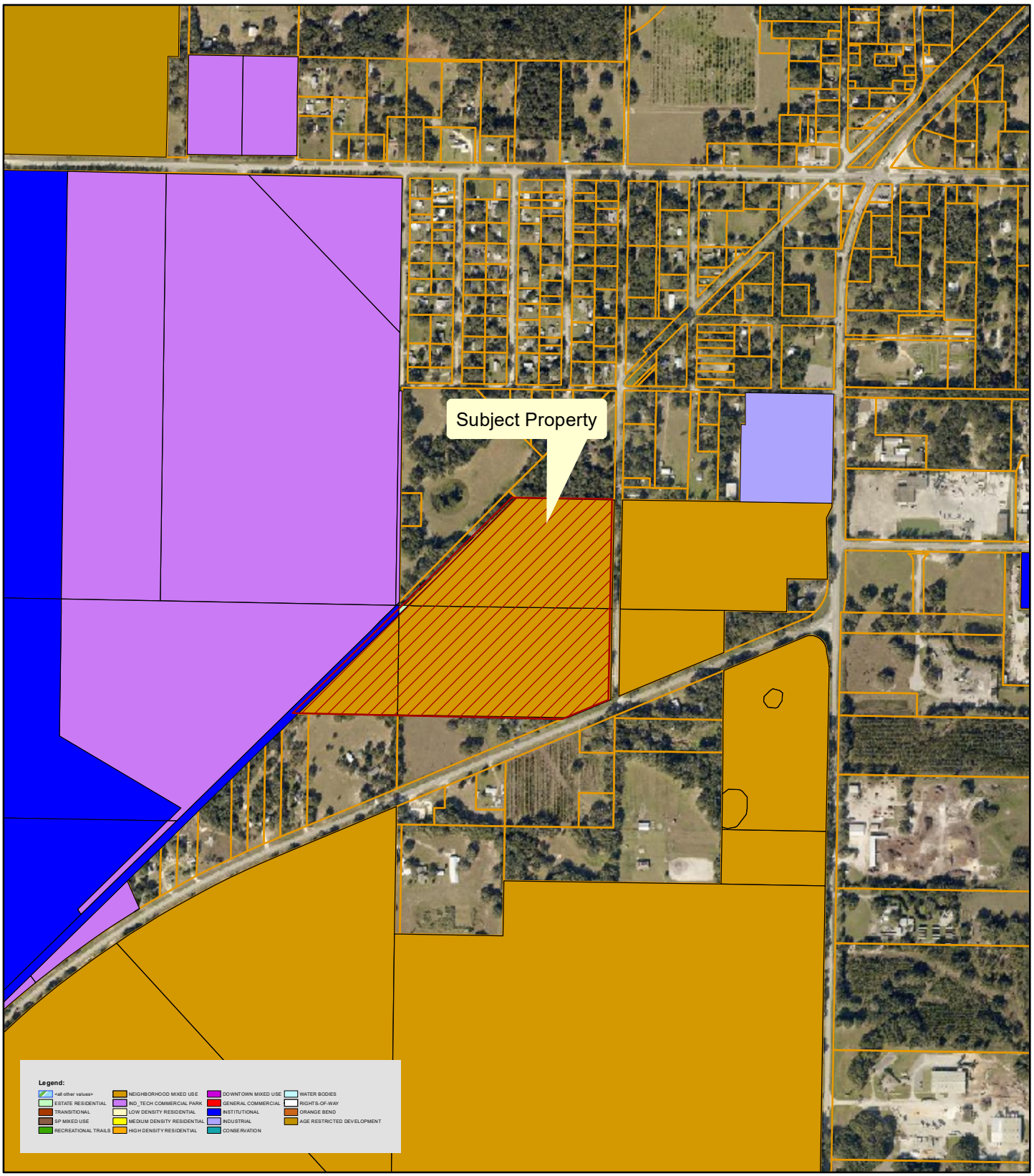
PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Future Land Use



Planning & Zoning Division

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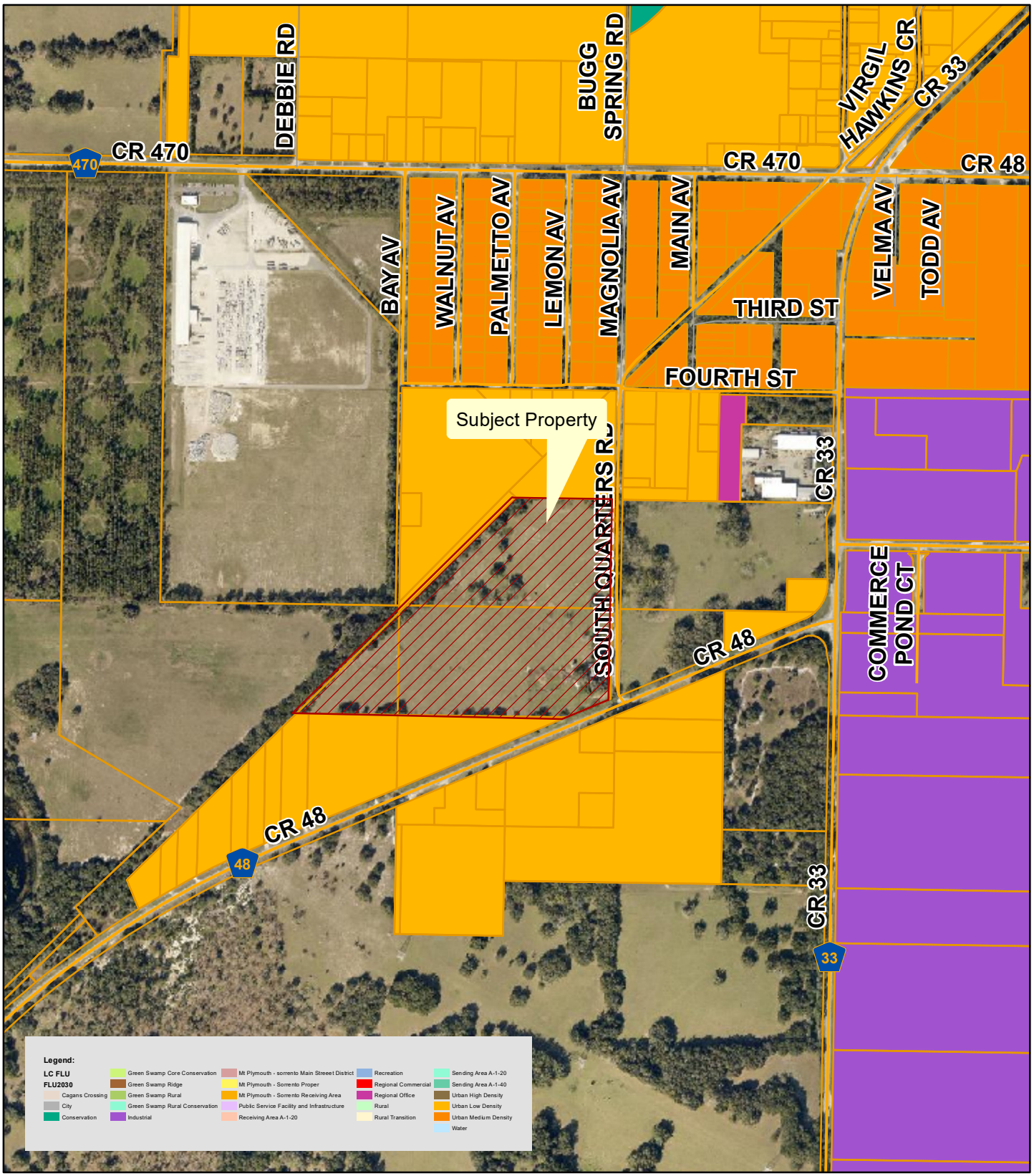
PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Lake County Future Land Use



Planning & Zoning Division

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PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Surrounding Land Uses

Planning & Zoning Division

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Feet

PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Wetlands

Planning & Zoning Division

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Feet

PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Flood Zones

Planning & Zoning Division

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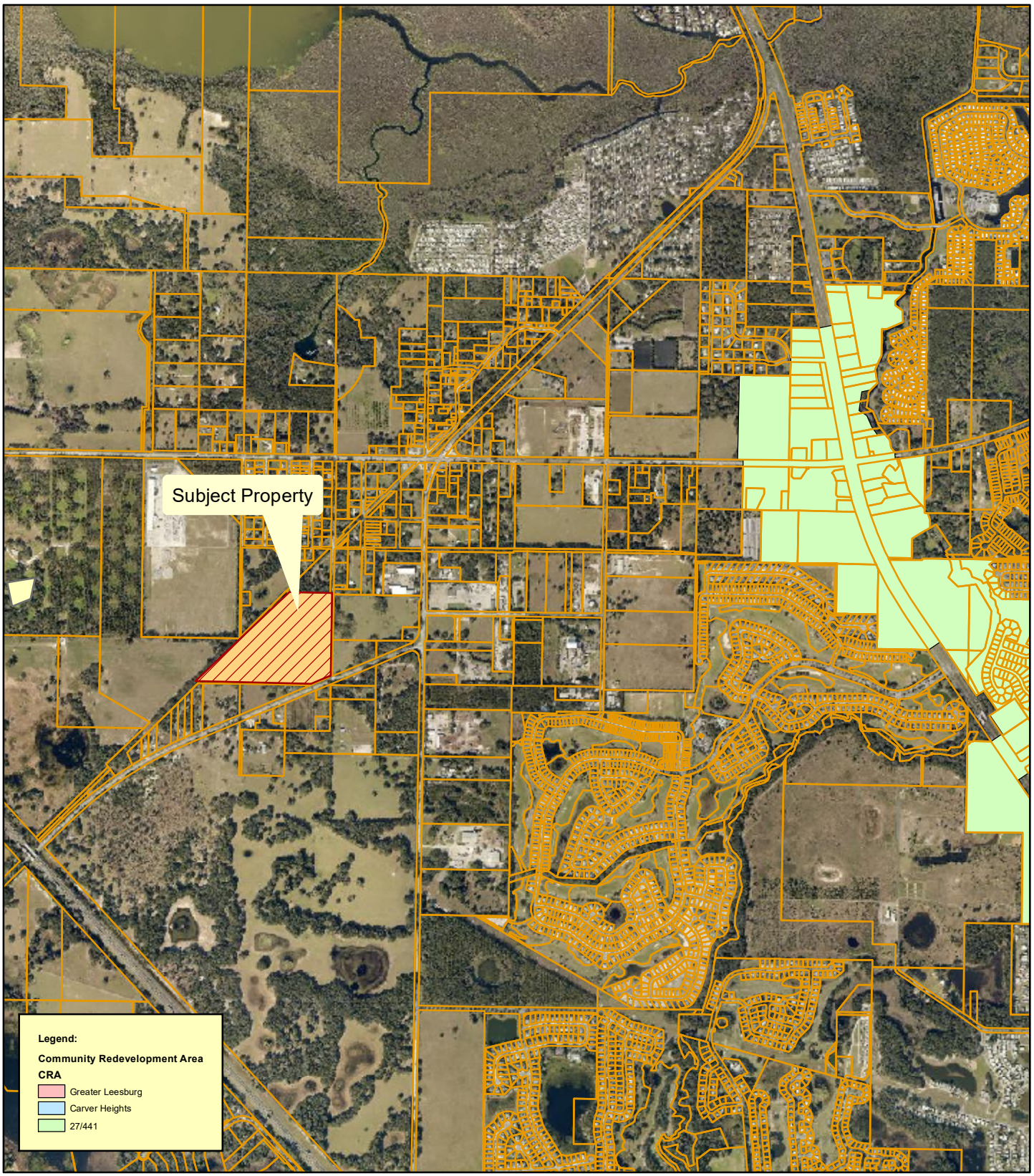
Feet

PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Community Redevelopment Area



Planning & Zoning Division

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PUD-21-405
Windy Oaks PUD
AK#: Portion of 1295491; 1069556; 1206196
Section 15, 21 22, Township 20 South, Range 24 East
November 18, 2021

Sign posting. Picture taken from County Road 48 looking north west into the property.

Picture taken from County Road 48 right-of-way looking north east from sign posting.

Picture taken from County Road 48 right-of-way looking south.

Picture taken from sign posting looking south west along County Road right-of-way.

Sign posting on South Quarters Road looking west into the property.

Picture taken from sign posting looking north along South Quarters Road right-of-way.

Picture taken from sign posting looking east across South Quarters Road right-of-way.

Picture taken from sign posting looking south along South Quarters Road right-of-way.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 41.69 +/- acres, and being generally located east of County Road 44 and north of Seng Road, lying in Section 01, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Hills at Leesburg AX)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of Hills at Leesburg.

Analysis:
The applicant has submitted a request for annexation of approximately 41.69 +/- acres of land generally located east of County Road 44 and north of Seng Road, as shown on the attached General Location Map. At this time, the property is being used as a pasture and residential land. The current zoning is Lake County R-1 (Rural Residential); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to develop single-family residential homes,with water and sewer service.

The property is surrounded by Lake County R-1 (Rural Residential), Lake County A (Agriculture), Lake County CFD (Community Facility District), and Lake County R-3 (Medium Residential District). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendments, which along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission.

The Planning Commission held a public hearing on this request on December 16, 2021, and by a vote of

6-0 recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

Submission Date and Time: 2/9/2022 1:15:15 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 41.69 +/- ACRES, AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (HILLS AT LEESBURG AX)

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.

Based upon the petition of GL Summitt Enginner, (Geoff Summitt, Agent) 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 is hereby assigned to City Commission District 1.

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION

Description (per Title Commitment):

Parcel 1
Lots 3 and 4, Block 16, Lots 1, 2, 3 and 4, Block 17 and Lots 11 and 12, Block 18, Revised and Corrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida. TOGETHER WITH that portion of vacated Hill Road, Walker Road, Tuller Road and Seng Road as more particularly described in that certain Corrected Resolution No. 2006-27 recorded October 17, 2008, in Official Records Book 3691, Page 233, Public Records of Lake County, Florida.
AND
Parcel 2
Lot 6 and that part of Lot 7, Block 18, Revised and Corrected Plat of the Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, described as follows: Begin at the Northeasterly corner of Lot 7, Block 18, run North 89 degrees 59 minutes 02 seconds West 600.13 feet; thence run South 71 degrees 56 minutes 19 seconds East 545.67 feet to the Westerly line of State Road 44, said point being on a curve concave Easterly and having a radius of 2910.01 feet and a radial bearing of North 66 degrees 08 minutes 38 seconds West; thence run Northeasterly along the arc of said curve through a central angle of 03 degrees 41 minutes 37 seconds, a distance of 187.60 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lots 6 and 7, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2224, Public Records of Lake County, Florida.
AND
Parcel 3
Lots 4, 5 and 10, Block 18, Revised and Corrected Plat of the Re-Subdivision of the Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, LESS that part of Lot 4, Block 18, bounded and described as follows: Begin at the Eastern most corner of said Lot 4, Block 18, run thence North 43 degrees 30 minutes West, 300 feet along the Northeast line of said Lot 4; thence South 46 degrees 30 minutes West 290 feet; thence South 43 degrees 30 minutes East, 372 feet to the Northwest right of way line of State Road No. 44; thence Northeasterly 298 feet, more or less, along the said line to the Point of Beginning; AND LESS, from the Northeasterly corner of said Lot 4, run North 43 degrees 30 minutes West, along the Northeasterly line of said Lot 4, a distance of 300 feet to the Point of Beginning; thence continue North 43 degrees 30 minutes West along said Northeasterly line 208.72 feet; thence South 46 degrees 30 minutes West 208.72 feet; thence South 43 degrees 30 minutes East 208.72 feet; thence North 46 degrees 30 minutes East, 208.72 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lot 5, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2227, Public Records of Lake County, Florida.

Aerial

Planning & Zoning Division

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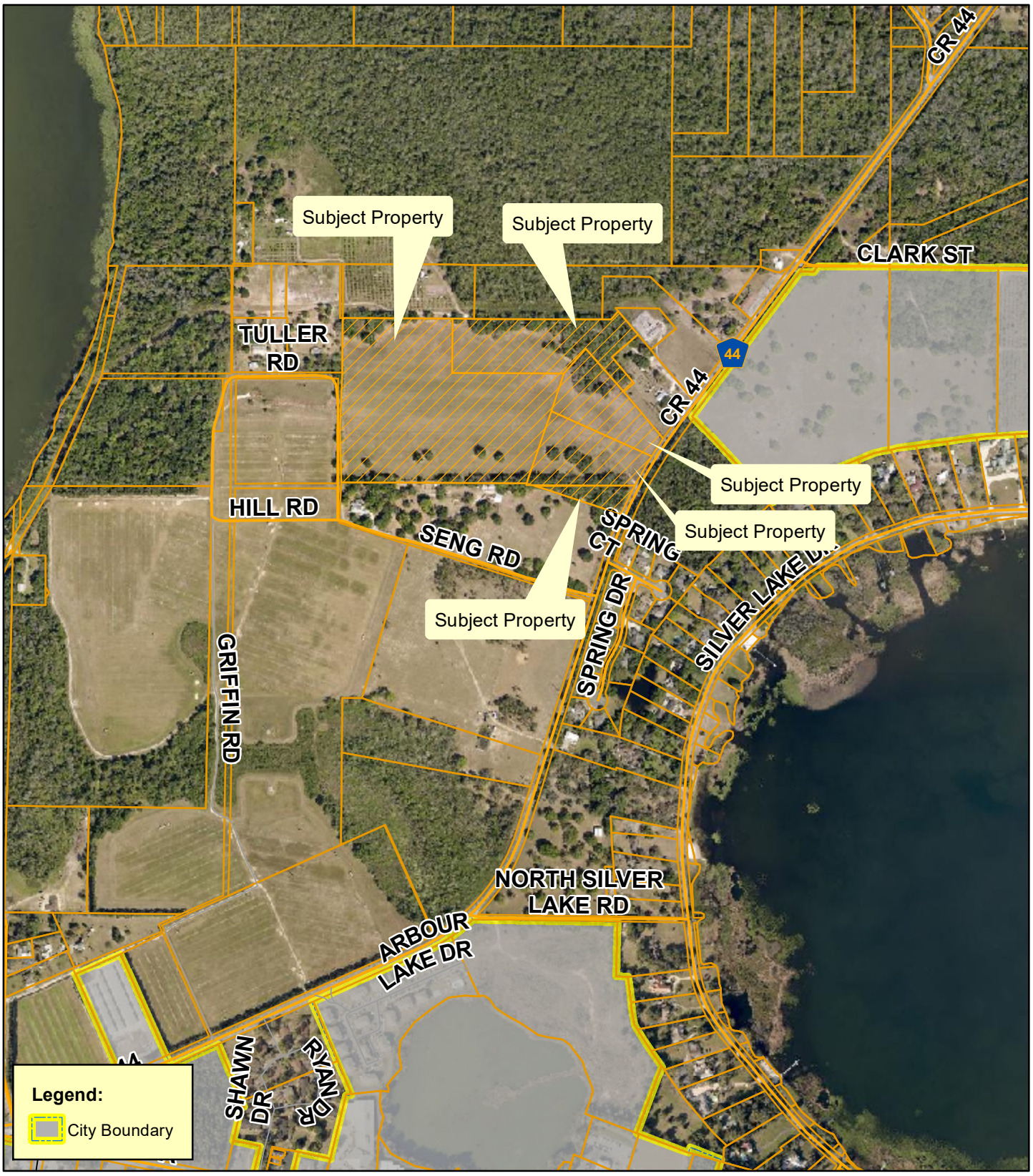
The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

City Boundary



Planning & Zoning Division

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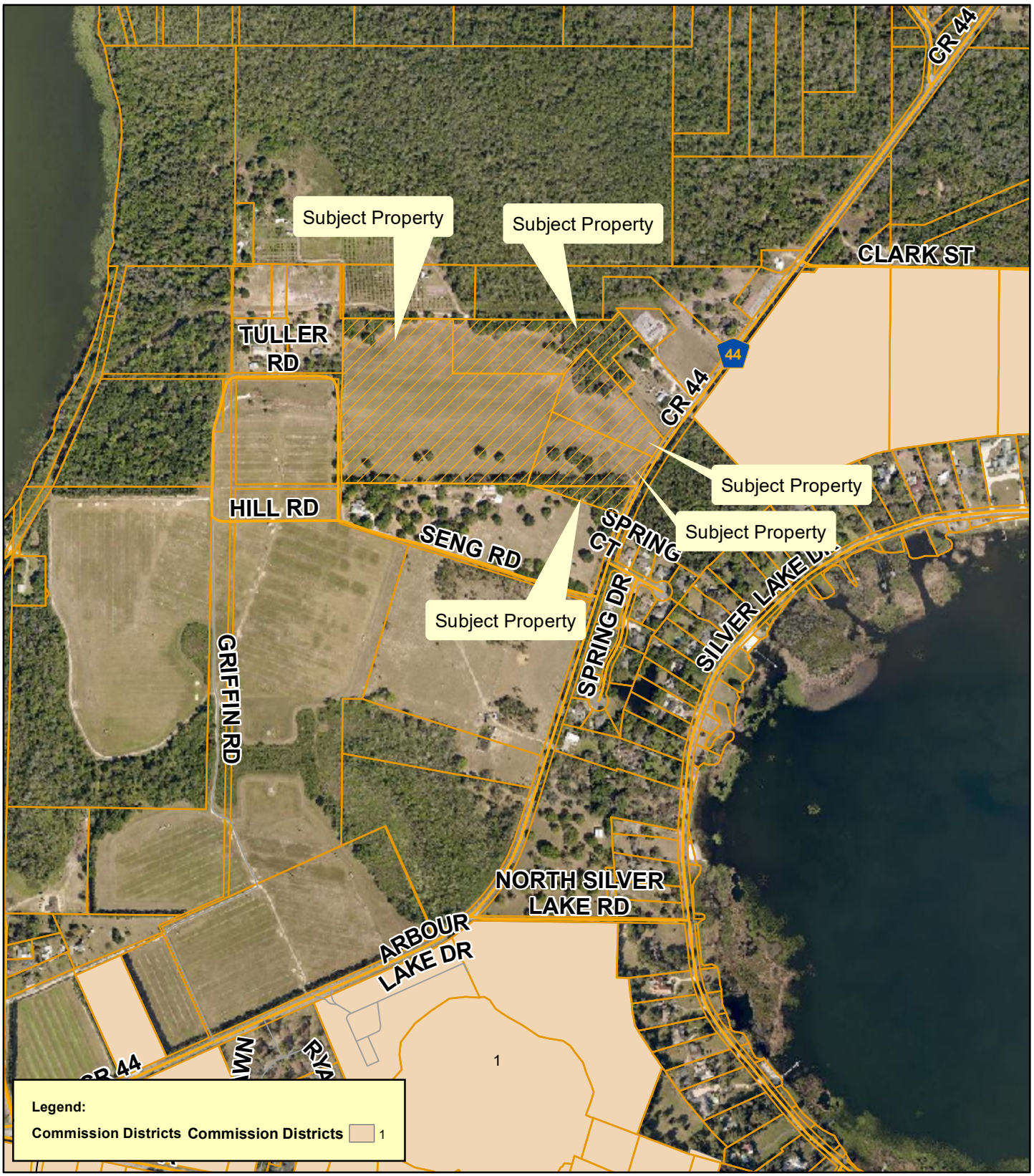
The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

Commission District



Planning & Zoning Division

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The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 41.69 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of County Road 44 and north of Seng Road as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 41.69 +\- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 41.69 acres. The property is generally located east of County Road 44 and north of Seng Road. Currently, the property is being used for pasture and residential purposes. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County Rural Transition is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on December 16, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of 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.

Submission Date and Time: 2/9/2022 1:16:32 PM

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 41.69 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HILLS AT LEESBURG SSCP)

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

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

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

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 41.69 acres of land generally located east of County Road 44 and north of Seng Road from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 01, Township 19 South, Range 25 East, Lake County Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION

Description (per Title Commitment):

Parcel 1
Lots 3 and 4, Block 16, Lots 1, 2, 3 and 4, Block 17 and Lots 11 and 12, Block 18, Revised and Corrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida. TOGETHER WITH that portion of vacated Hill Road, Walker Road, Tuller Road and Seng Road as more particularly described in that certain Corrected Resolution No. 2006-27 recorded October 17, 2008, in Official Records Book 3691, Page 233, Public Records of Lake County, Florida.
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AND
Parcel 3
Lots 4, 5 and 10, Block 18, Revised and Corrected Plat of the Re-Subdivision of the Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, LESS that part of Lot 4, Block 18, bounded and described as follows: Begin at the Eastern most corner of said Lot 4, Block 18, run thence North 43 degrees 30 minutes West, 300 feet along the Northeast line of said Lot 4; thence South 46 degrees 30 minutes West 290 feet; thence South 43 degrees 30 minutes East, 372 feet to the Northwest right of way line of State Road No. 44; thence Northeasterly 298 feet, more or less, along the said line to the Point of Beginning; AND LESS, from the Northeasterly corner of said Lot 4, run North 43 degrees 30 minutes West, along the Northeasterly line of said Lot 4, a distance of 300 feet to the Point of Beginning; thence continue North 43 degrees 30 minutes West along said Northeasterly line 208.72 feet; thence South 46 degrees 30 minutes West 208.72 feet; thence South 43 degrees 30 minutes East 208.72 feet; thence North 46 degrees 30 minutes East, 208.72 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lot 5, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2227, Public Records of Lake County, Florida.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 16, 2021
OWNER: Keith A. and Fay E. Jenkins
PETITIONER: Geoff Summitt, GL Summitt Engineering, Inc.
PROJECT: The Hills at Leesburg single family residential subdivision
REQUEST: Small Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: SSCP-21-400; PUD-21-395

GENERAL LOCATION: West of County Road 44 and north of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Rural Transition
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential); Lake County A (Agriculture); Lake County CFD (Community Facility District)
South – Lake County A (Agriculture)
East – Lake County CFD (Community Facility District); Lake County R-1 (Rural Residential); R-3 (Medium Residential District)
West – Lake County R-1 (Rural Residential); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture and residential

SURROUNDING EXISTING LAND USE:

North – Residential
South – Agriculture (Pasture; Grove)
East – Agriculture (Timber)
West – Residential; Agriculture (Grove)

PROPOSED LAND USE: Single family residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: November 24, 2021
OWNER: Keith A. and Fay E. Jenkins
PETITIONER: GL Summitt Engineering, Inc.
PROJECT: The Hills at Leesburg
REQUEST: Change of Future Land Use Designation and Rezoning to (PUD) Planned Unit Development
CASE NO.: SSCP-21-400 and PUD-21-395

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments - Police Steve Rockefeller 11/24/21

FIRE

In reference to Case Number SSCP-21-400; PUD-21-395 NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-21-400; PUD-21-395 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Amanda Stevenson 11/29/21

ELECTRIC

This is in Leesburg Electric's territory. Electric has no objections. We request the developer contact us prior to officially submitting the plans for review to make sure they understand our requirements for easements and other design criteria. Thanks. Steve Davis 11/29/21

GAS

Gas has no comments. Robert Thilmony 11/24/21

GIS

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

BUILDING

No comments: Building Ann Kinsey 11/24/21

PUBLIC WORKS

Public Works has no issues with this request. Please advise the developer that due to adjacent developments we will need to discuss Water and Sewer sizing when the time is appropriate. Clifford Kelsey 11/24/21

ADDRESSING

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

HOUSING & REDEVELOPMENT

No comments from Housing & Redevelopment Department. Thanks Ken Thomas 11/24/21

LAKE COUNTY PUBLIC WORKS

Please see attached letter. Seth Lynch 12/7/21

LAKE COUNTY SCHOOLS

The Hills at Leesburg residential subdivision is subject to school concurrency review. Please be advised that proportionate share mitigation may be required at time of submittal. Helen LaValley 12/10/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

December 7, 2021

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Hills at Leesburg Planned Unit Development
CASE NO.: PUD-21-395

Lake County Department of Public Works recommended requirements for the Hills at Leesburg PUD impacts to roadways and drainage systems:

CR 44:

- Left and Right Turn Lanes on CR 44 at the development's entrance will be required.
- A sight distance analysis will need to be provided with the first submittal of development plans.
- Sidewalk will need to be provided along road frontage.
- Additional right-of-way will be required for CR 44 meeting a minimum width of 120-ft but may be larger with the offsite road and right-of-way improvements.
- Utility easements will need to be provided along CR 44.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County. The current methodology is under review by Lake -Sumter MPO, FDOT and Lake County.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

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

Future Development Applications:

- Request the City of Leesburg to include Lake County on reviews of future development applications for this development.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Fred Schneider, Public Works Director for Lake County
Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Kandi Harper, Senior Planner for City of Leesburg

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Keith A. and Fay E. Jenkins
PETITIONER: Geoff Summitt, GL Summitt Engineering, Inc.
PROJECT: The Hills at Leesburg single family residential subdivision
REQUEST: Small Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: SSCP-21-400

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD 21-395, is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Urban Low Density.

3. The proposed request as conditioned in City of Leesburg Case number PUD 21-395, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential District), and Lake County CFD (Community Facility District).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Aerial

Planning & Zoning Division

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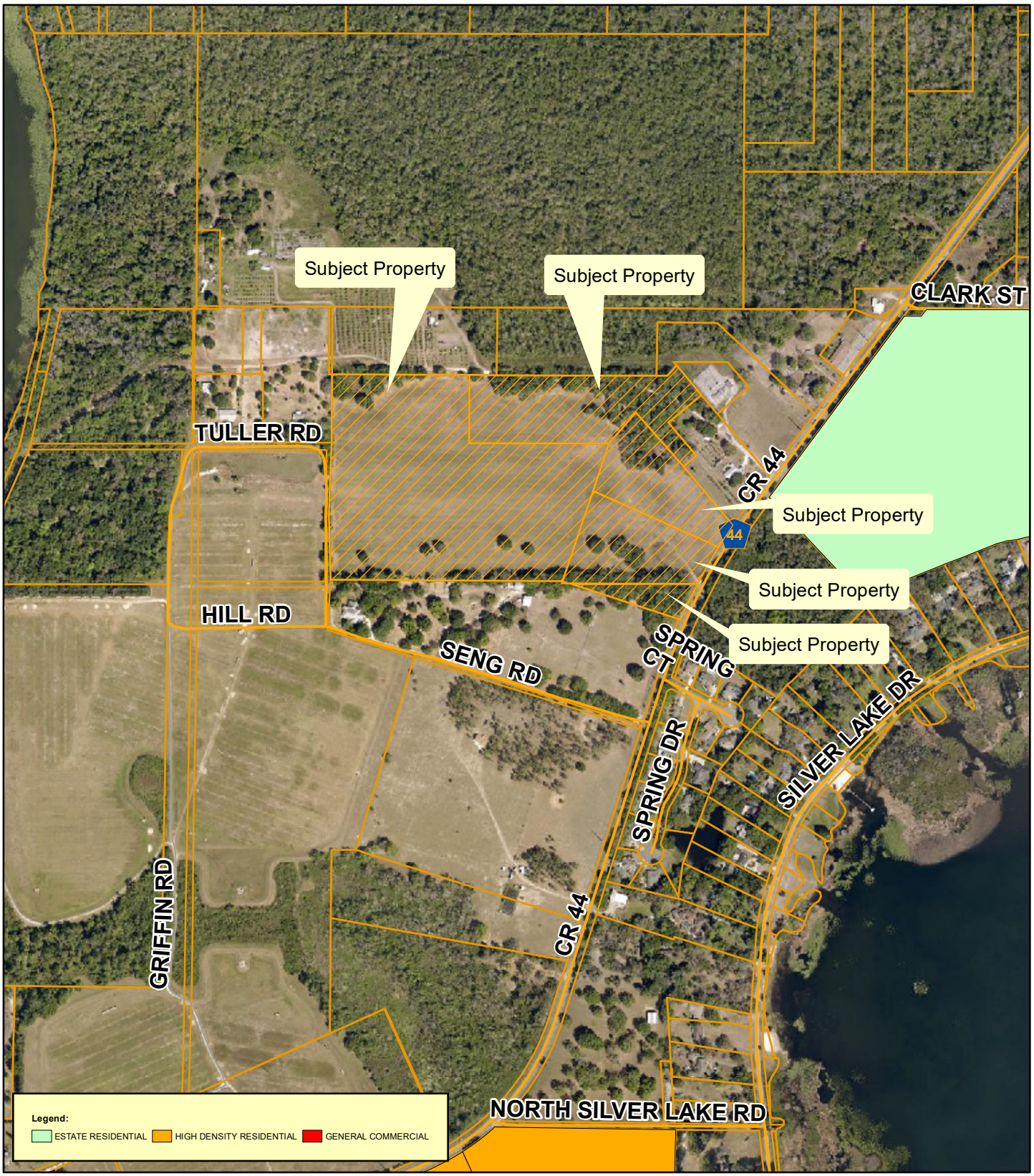
The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

Future Land Use



Planning & Zoning Division

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The Hills At Leesburg
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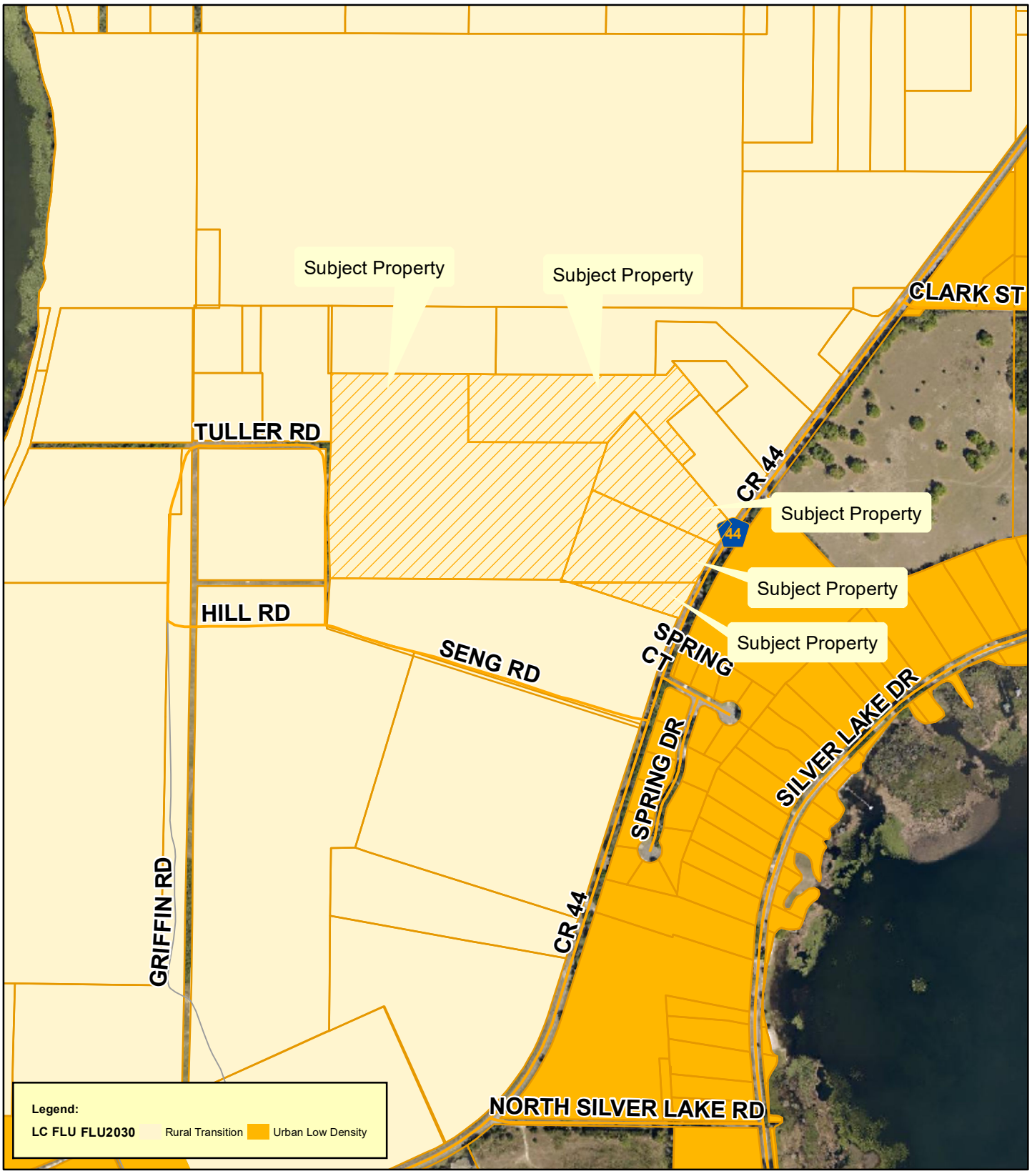
November 1, 2021

Lake County Future Land Use



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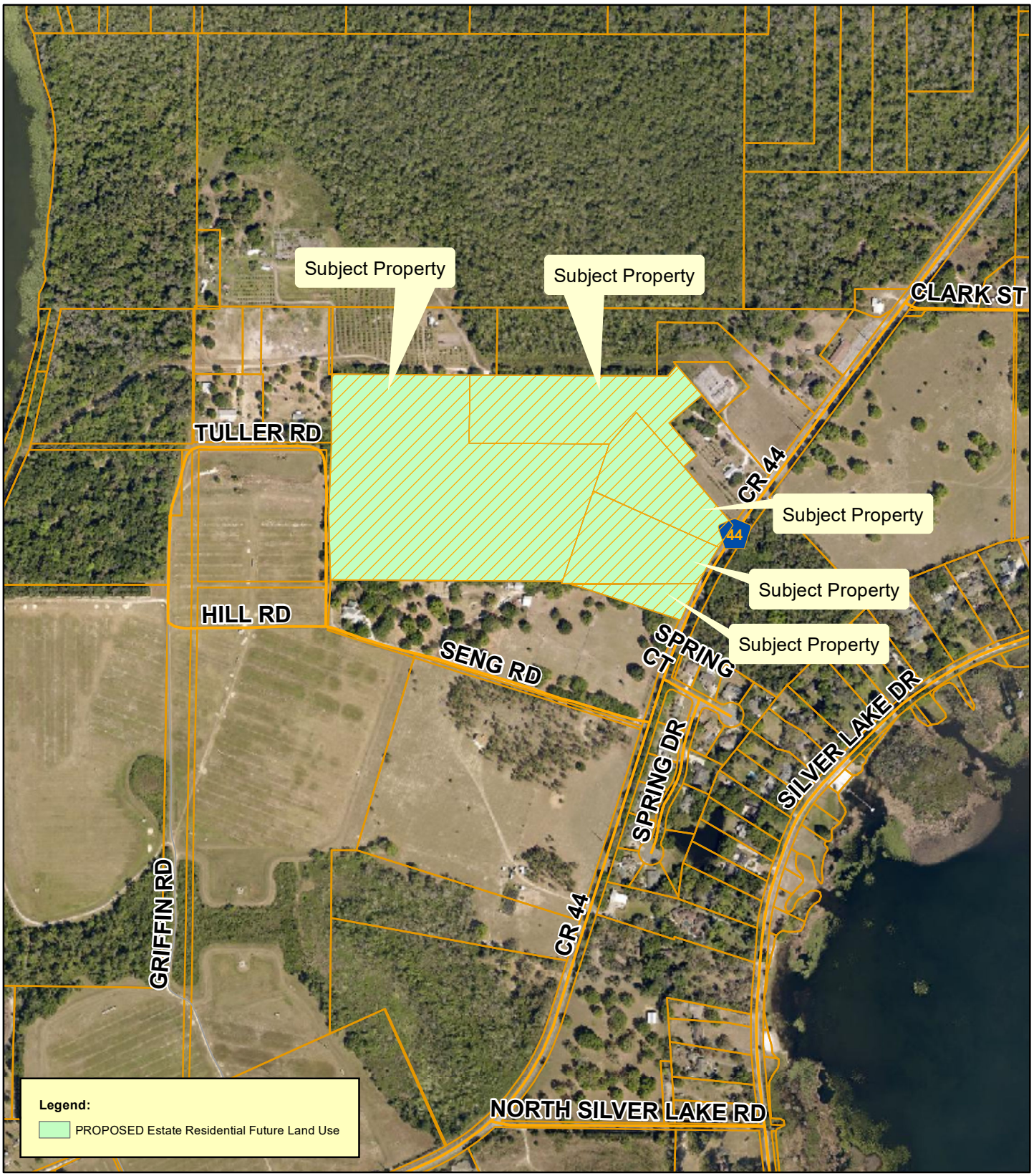
PROPOSED FUTURE LAND USE



Planning & Zoning Division

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Section 01, Township 19 South, Range 25 East
November 1, 2021

Surrounding Land Uses

Planning & Zoning Division

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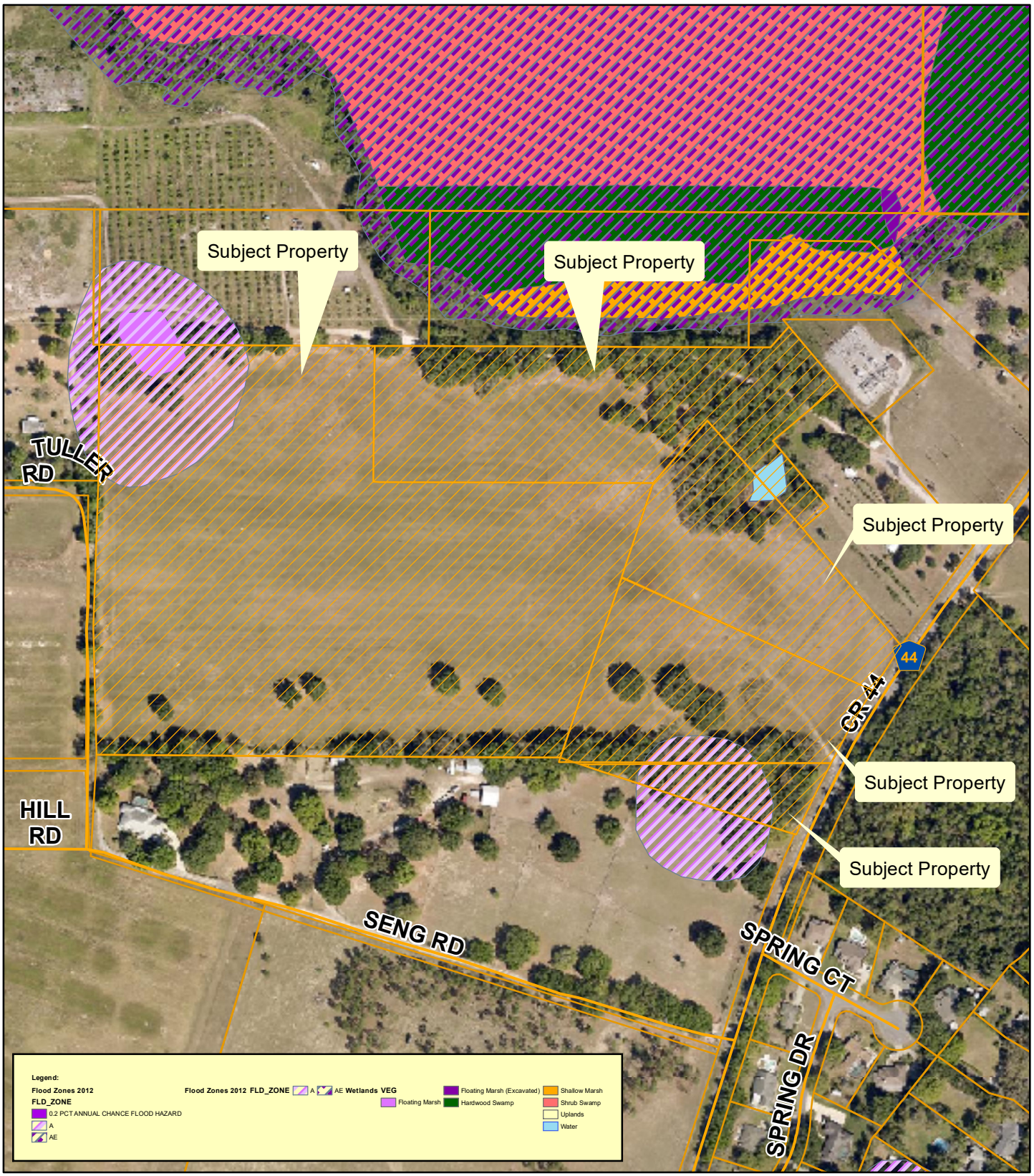
Feet

The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

Wetlands and Flood Zones



Planning & Zoning Division

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The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.5.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 41.69 +/- acres from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for single-family residential subdivision development.

Analysis:
The project site is approximately 41.69 +/- acres, and is generally located east of County Road 44 and north of Seng Road as shown on the attached maps. At this time, the property is being used for pasture and residential purposes. The proposal will allow for a single-family residential subdivision. The existing land uses surrounding the property are residential and agricultural (pasture, grove, and timber). City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on December 16, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time: 2/9/2022 1:17:28 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 41.69 +/- ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) TO CITY PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HILLS AT LEESBURG PUD)

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

Section 1.

Based upon the petition of GL Summitt Enginner, (Geoff Summitt, Agent) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-2 (Medium Density Residential) and C-3 (General Commercial) 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 _____, 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

THE HILLS AT LEESBURG
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
December 16, 2021

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 **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 "Permittee" (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 118 single family residential units on approximately 42 acres, generally located west of County Road 44 and north of Seng 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 **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 "Permittee" (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 42 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

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

B. Prohibited Uses

1. Townhouses
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. 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 118 single family residential units, at a gross density not to exceed 2.83 units per acre on the approximately 42-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. <u>For all lots:</u>
   a. Minimum house size: 1,800 square feet.
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   c. Minimum lot size shall be 6000 square feet.
   d. Minimum width 50 feet
   e. Minimum depth 120 feet

f. Minimum building setbacks:
Front – 25 feet;
Porch/Garage – 20 feet (porch must be a minimum width of 6 feet).
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.

2. <u>For all structures:</u>
   a. Each residential structure shall have a minimum two car garage.
   b. Minimum distance between structures shall be fifteen (15) 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. Maximum building height: two (2) stories or 35 feet.
   d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   e. 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.
   f. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   g. 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 three 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 Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manger or designee.

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. LANDSCAPING & BUFFER REQURIEMENTS

A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer 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.

B. A spilt-rail fence, of either wood or vinyl construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six foot fence shall be allowed as an option to the split-rail fence.

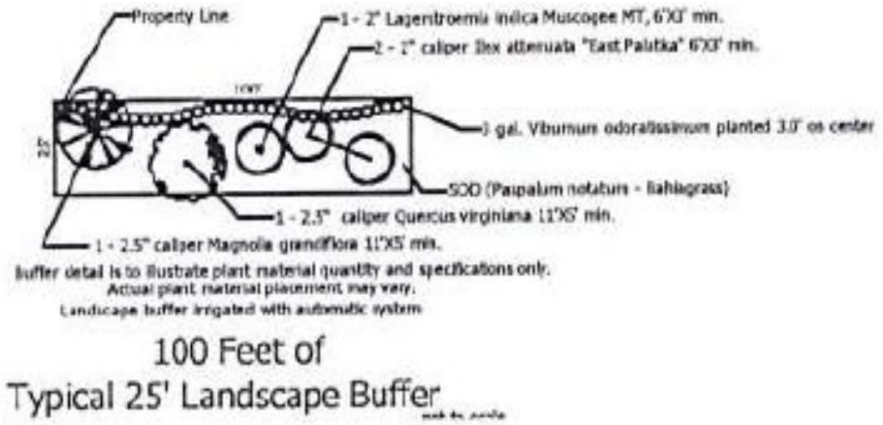
C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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

Figure B



E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager 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.

F. 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 have at least one access point on County Road 44, as prescribed by Lake County Public Works, and shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.

B. The main access point on County Road 44 shall be constructed in a "boulevard-type" roadway, having a landscaped medial area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. 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 access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, 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.

G. 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, such as a Homeowners or Property Owners Association.

1. Should the Permittee (or designee) 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.
2. 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 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 water heater and natural gas furnace in eighty percent (80%) of all 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 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.

1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 0.55 acres, or 200 square feet per unit.

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

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

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid 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**

The Hills at Leesburg

LEGAL DESCRIPTION

Description (per Title Commitment):

Parcel 1
Lots 3 and 4, Block 16, Lots 1, 2, 3 and 4, Block 17 and Lots 11 and 12, Block 18, Revised and Corrected Plat of Re–Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida. TOGETHER WITH that portion of vacated Hill Road, Walker Road, Tuller Road and Seng Road as more particularly described in that certain Corrected Resolution No. 2006–27 recorded October 17, 2008, in Official Records Book 3691, Page 233, Public Records of Lake County, Florida.
AND
Parcel 2
Lot 6 and that part of Lot 7, Block 18, Revised and Corrected Plat of the Re–Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, described as follows: Begin at the Northeasterly corner of Lot 7, Block 18, run North 89 degrees 59 minutes 02 seconds West 600.13 feet; thence run South 71 degrees 56 minutes 19 seconds East 545.67 feet to the Westerly line of State Road 44, said point being on a curve concave Easterly and having a radius of 2910.01 feet and a radial bearing of North 66 degrees 08 minutes 38 seconds West; thence run Northeasterly along the arc of said curve through a central angle of 03 degrees 41 minutes 37 seconds, a distance of 187.60 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lots 6 and 7, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2224, Public Records of Lake County, Florida.
AND
Parcel 3
Lots 4, 5 and 10, Block 18, Revised and Corrected Plat of the Re–Subdivision of the Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, LESS that part of Lot 4, Block 18, bounded and described as follows: Begin at the Eastern most corner of said Lot 4, Block 18, run thence North 43 degrees 30 minutes West, 300 feet along the Northeast line of said Lot 4; thence South 46 degrees 30 minutes West 290 feet; thence South 43 degrees 30 minutes East, 372 feet to the Northwest right of way line of State Road No. 44; thence Northeasterly 298 feet, more or less, along the said line to the Point of Beginning; AND LESS, from the Northeasterly corner of said Lot 4, run North 43 degrees 30 minutes West, along the Northeasterly line of said Lot 4, a distance of 300 feet to the Point of Beginning; thence continue North 43 degrees 30 minutes West along said Northeasterly line 208.72 feet; thence South 46 degrees 30 minutes West 208.72 feet; thence South 43 degrees 30 minutes East 208.72 feet; thence North 46 degrees 30 minutes East, 208.72 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lot 5, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2227, Public Records of Lake County, Florida.

EXHIBIT C **CONCEPTUAL SITE PLAN**

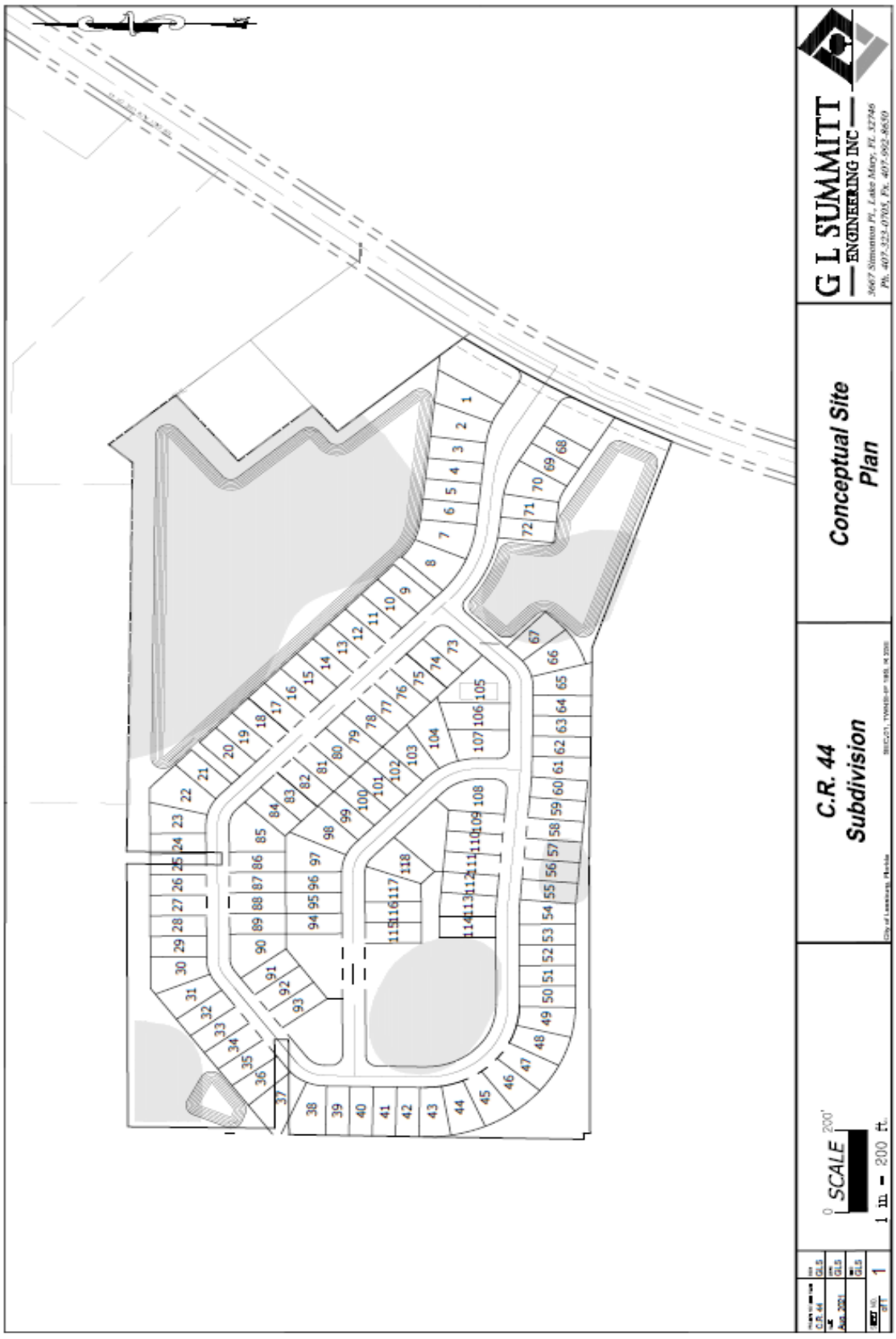


EXHIBIT C -1 **CONCEPTUAL SITE PLAN**

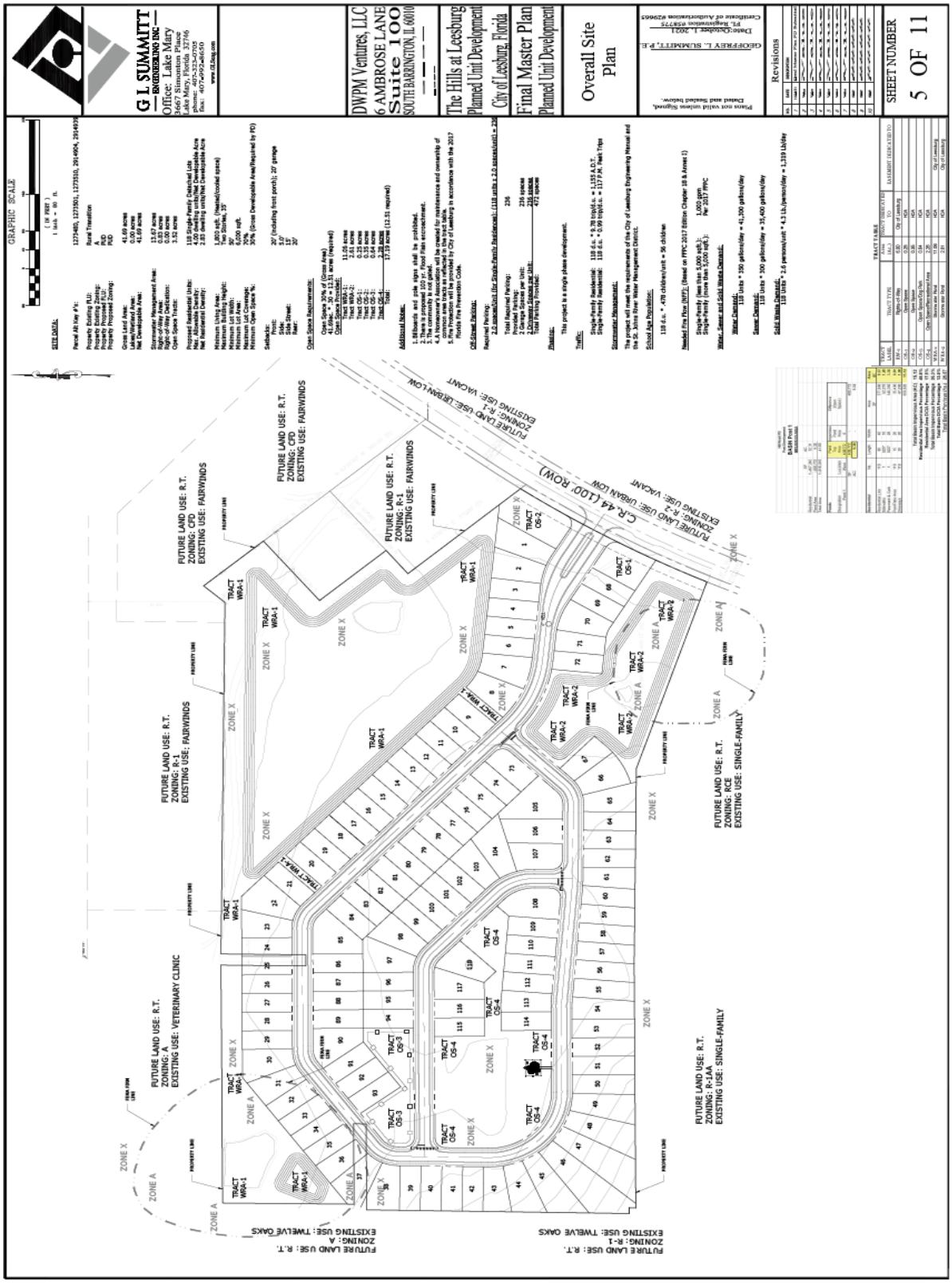


EXHIBIT D **FAÇADE SAMPLES**

Exhibit A

LEGAL DESCRIPTION

Description (per Title Commitment):

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AA1 CANARY 'A' FRONT ELEVATION
N.T.S.

AA2 CANARY 'B' FRONT ELEVATION
N.T.S.

AA3 MAHOGANY 'A' FRONT ELEVATION
N.T.S.

AA4 MAHOGANY 'B' FRONT ELEVATION
N.T.S.

G L SUMMITT
ENGINEERING INC
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0705
fax: 407-992-8650
www.gl.lang.com

DWPM Ventures, LLC
6 AMBROSE LANE
Suite 100
SOUTH BARRINGTON, IL 60010

The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida

Final Master Plan
Planned Unit Development

Architectural Elevations 1

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date October 1, 2021
FL Registration #58775
Certificate of Authorization #29665

Revisions

No.	Date	Description
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]
6	[illegible]	[illegible]
7	[illegible]	[illegible]
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	[illegible]	[illegible]

SHEET NUMBER
A1 OF 11

AA5 PALM 'A' FRONT ELEVATION
N.T.S.

AA6 PALM 'B' FRONT ELEVATION
N.T.S.

WILLOW

AA7 WILLOW 'A' FRONT ELEVATION
N.T.S.

AA8 WILLOW 'B' FRONT ELEVATION
N.T.S.

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The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida

Final Master Plan
Planned Unit Development

Architectural Elevations 2

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E
Date: October 1, 2021
FL Registration #58775
Certificate of Authorization #29665

Revisions

No.	Date	Description
1	[illegible]	[illegible]
2	[illegible]	[illegible]
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7	[illegible]	[illegible]
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	[illegible]	[illegible]

SHEET NUMBER
A2 OF 11

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Keith A. and Fay E. Jenkins
PETITIONER: Geoff Summitt, GL Summitt Engineering, Inc.
PROJECT: The Hills at Leesburg single family residential subdivision
REQUEST: Small Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: PUD-21-395

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD 21-395, is compatible with the adjacent future land use designations of Lake County Rural Transition, and Lake County Urban Low Density.

3. The proposed request as conditioned in City of Leesburg Case number PUD 21-395, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential District), and Lake County CFD (Community Facility District).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 16, 2021
OWNER: Keith A. and Fay E. Jenkins
PETITIONER: Geoff Summitt, GL Summitt Engineering, Inc.
PROJECT: The Hills at Leesburg single family residential subdivision
REQUEST: Small Scale Comprehensive Plan Amendment and PUD (Planned Unit Development)
CASE NO.: SSCP-21-400; PUD-21-395

GENERAL LOCATION: West of County Road 44 and north of Seng Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Rural Transition
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County R-1 (Rural Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-1 (Rural Residential); Lake County A (Agriculture); Lake County CFD (Community Facility District)
South – Lake County A (Agriculture)
East – Lake County CFD (Community Facility District); Lake County R-1 (Rural Residential); R-3 (Medium Residential District)
West – Lake County R-1 (Rural Residential); Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Improved pasture and residential

SURROUNDING EXISTING LAND USE:

North – Residential
South – Agriculture (Pasture; Grove)
East – Agriculture (Timber)
West – Residential; Agriculture (Grove)

PROPOSED LAND USE: Single family residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: November 24, 2021
OWNER: Keith A. and Fay E. Jenkins
PETITIONER: GL Summitt Engineering, Inc.
PROJECT: The Hills at Leesburg
REQUEST: Change of Future Land Use Designation and Rezoning to (PUD) Planned Unit Development
CASE NO.: SSCP-21-400 and PUD-21-395

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments - Police Steve Rockefeller 11/24/21

FIRE

In reference to Case Number SSCP-21-400; PUD-21-395 NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-21-400; PUD-21-395 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Amanda Stevenson 11/29/21

ELECTRIC

This is in Leesburg Electric's territory. Electric has no objections. We request the developer contact us prior to officially submitting the plans for review to make sure they understand our requirements for easements and other design criteria. Thanks. Steve Davis 11/29/21

GAS

Gas has no comments. Robert Thilmony 11/24/21

GIS

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

BUILDING

No comments: Building Ann Kinsey 11/24/21

PUBLIC WORKS

Public Works has no issues with this request. Please advise the developer that due to adjacent developments we will need to discuss Water and Sewer sizing when the time is appropriate. Clifford Kelsey 11/24/21

ADDRESSING

GIS/Addressing has no comment. Thank you, Mark Medley 11/24/21

HOUSING & REDEVELOPMENT

No comments from Housing & Redevelopment Department. Thanks Ken Thomas 11/24/21

LAKE COUNTY PUBLIC WORKS

Please see attached letter. Seth Lynch 12/7/21

LAKE COUNTY SCHOOLS

The Hills at Leesburg residential subdivision is subject to school concurrency review. Please be advised that proportionate share mitigation may be required at time of submittal. Helen LaValley 12/10/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

December 7, 2021

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Hills at Leesburg Planned Unit Development
CASE NO.: PUD-21-395

Lake County Department of Public Works recommended requirements for the Hills at Leesburg PUD impacts to roadways and drainage systems:

CR 44:

- Left and Right Turn Lanes on CR 44 at the development's entrance will be required.
- A sight distance analysis will need to be provided with the first submittal of development plans.
- Sidewalk will need to be provided along road frontage.
- Additional right-of-way will be required for CR 44 meeting a minimum width of 120-ft but may be larger with the offsite road and right-of-way improvements.
- Utility easements will need to be provided along CR 44.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County. The current methodology is under review by Lake -Sumter MPO, FDOT and Lake County.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

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

Future Development Applications:

- Request the City of Leesburg to include Lake County on reviews of future development applications for this development.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Fred Schneider, Public Works Director for Lake County
Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Kandi Harper, Senior Planner for City of Leesburg

Aerial

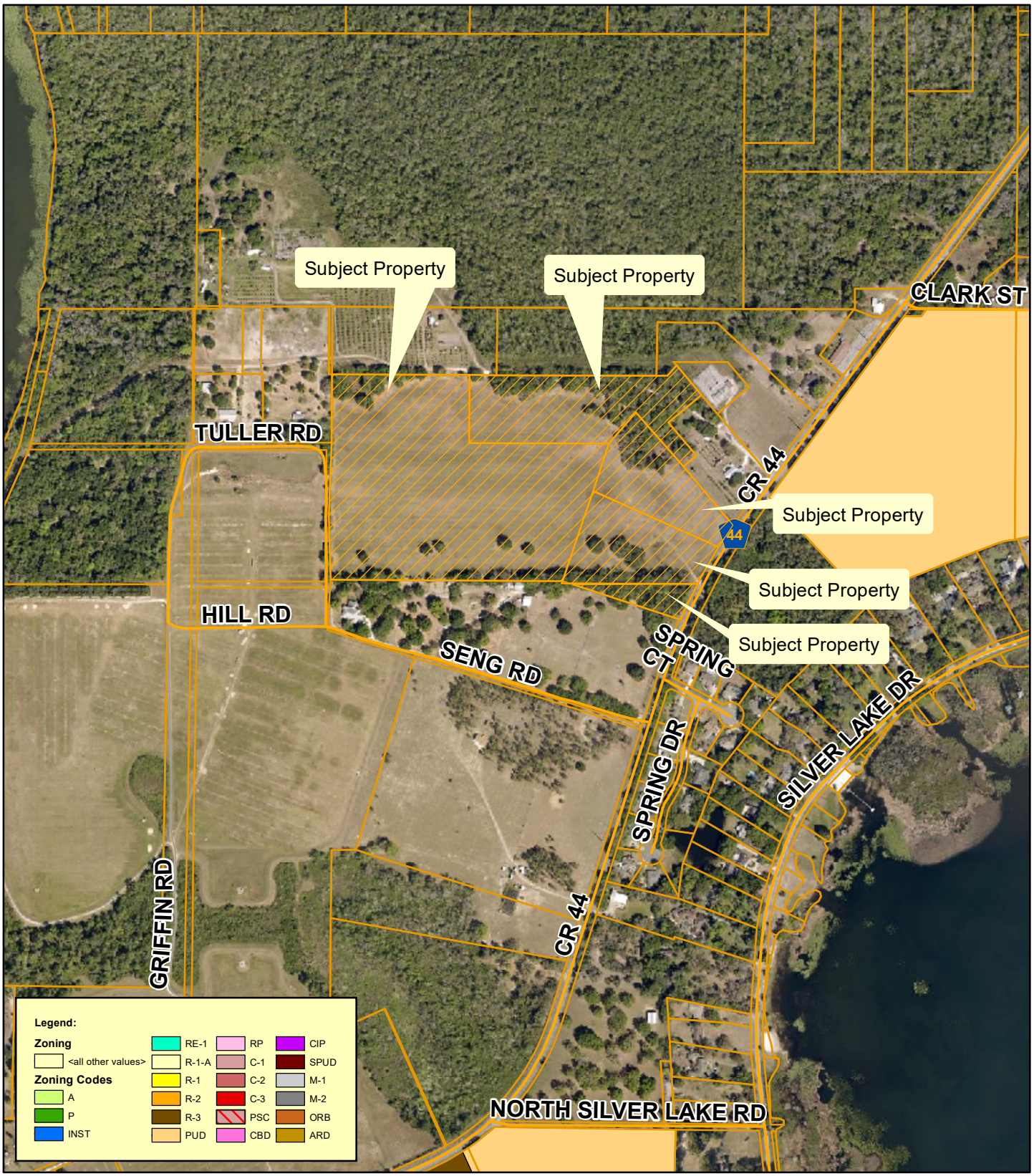
Planning & Zoning Division

N
W E
S

0 150 300 450 600
Feet

The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

Zoning



Planning & Zoning Division

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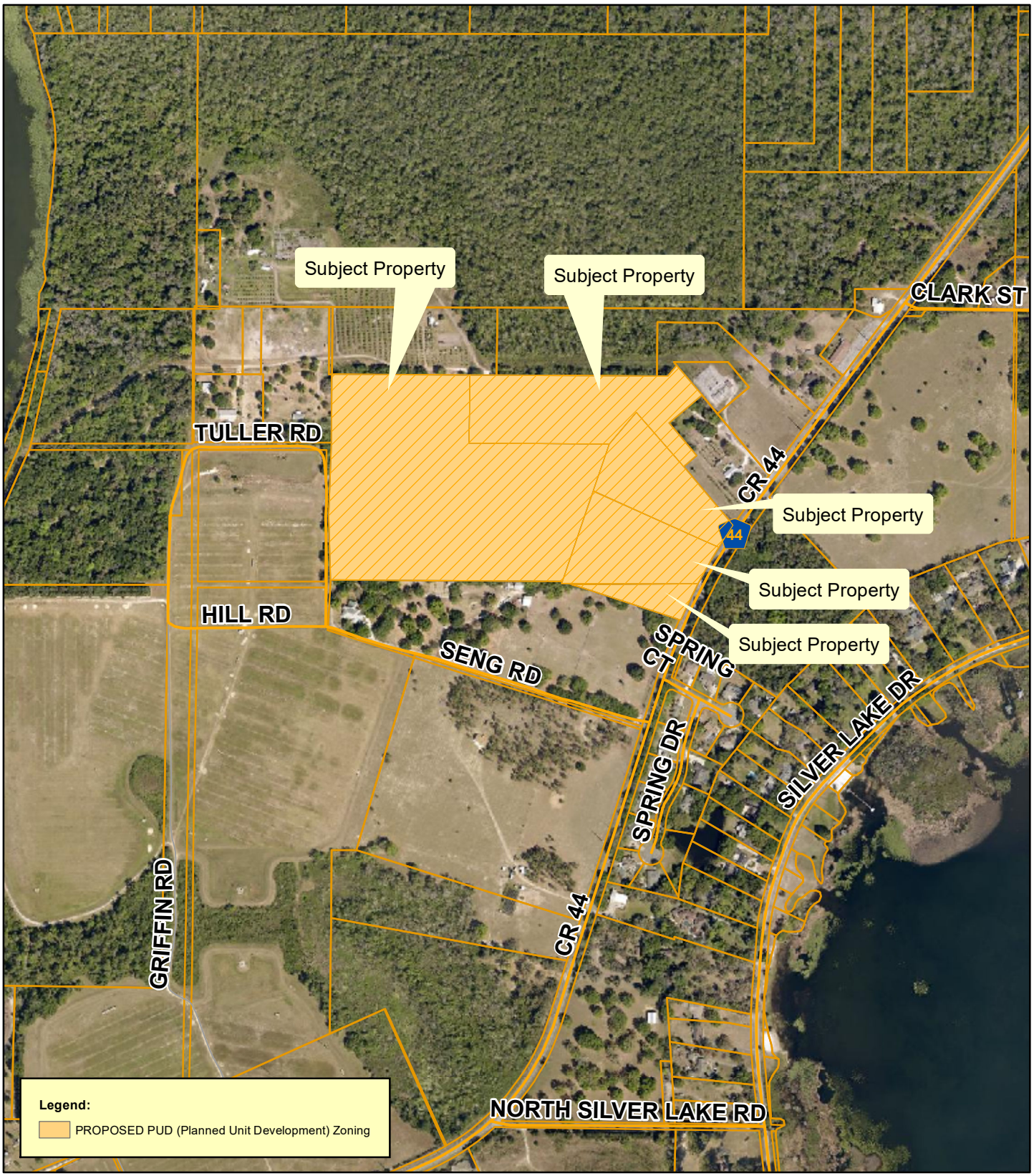
PROPOSED ZONING



Planning & Zoning Division

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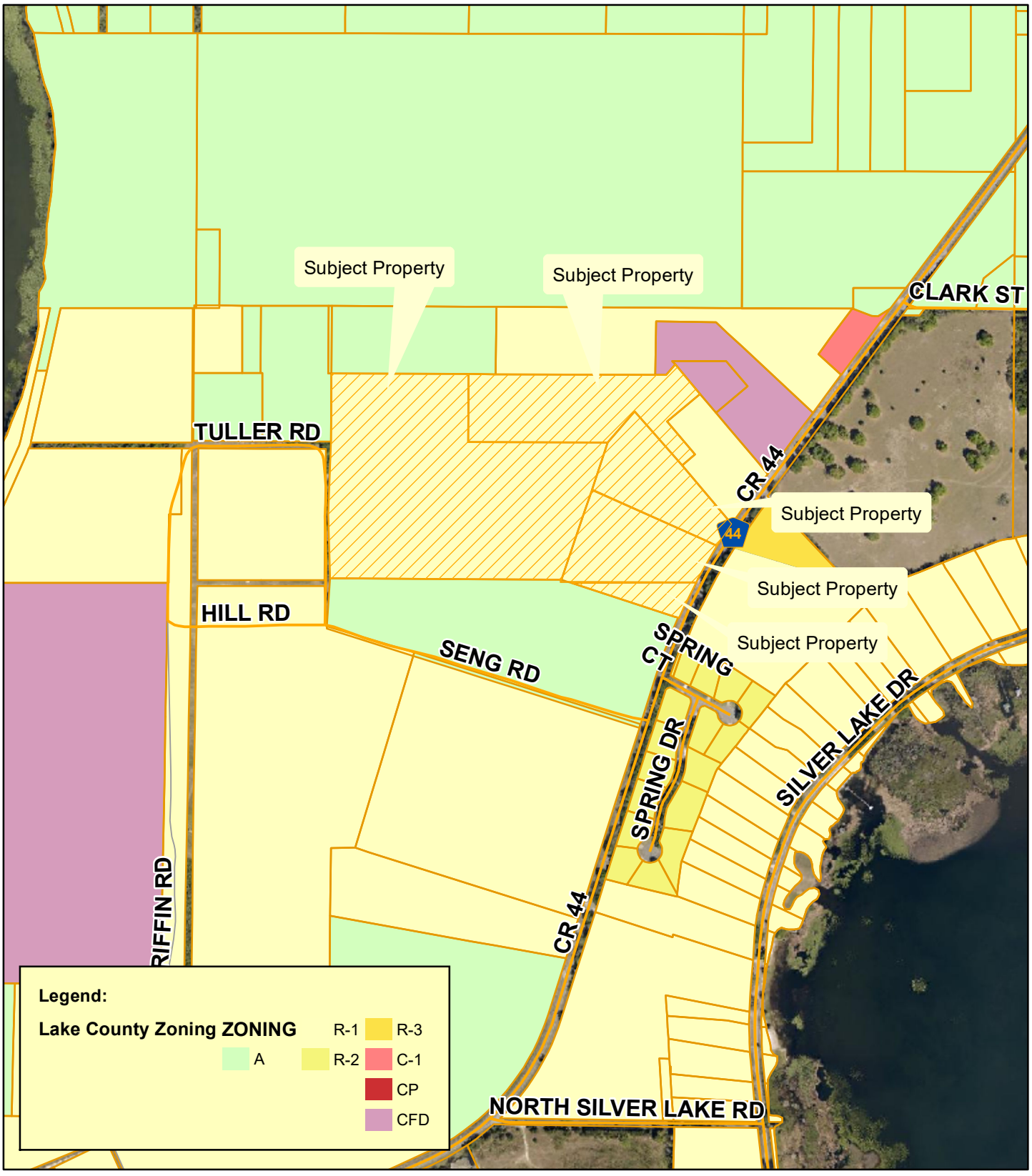
Section 01, Township 19 South, Range 25 East
November 1, 2021

Lake County Zoning



Planning & Zoning Division

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The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

Surrounding Land Uses

Planning & Zoning Division

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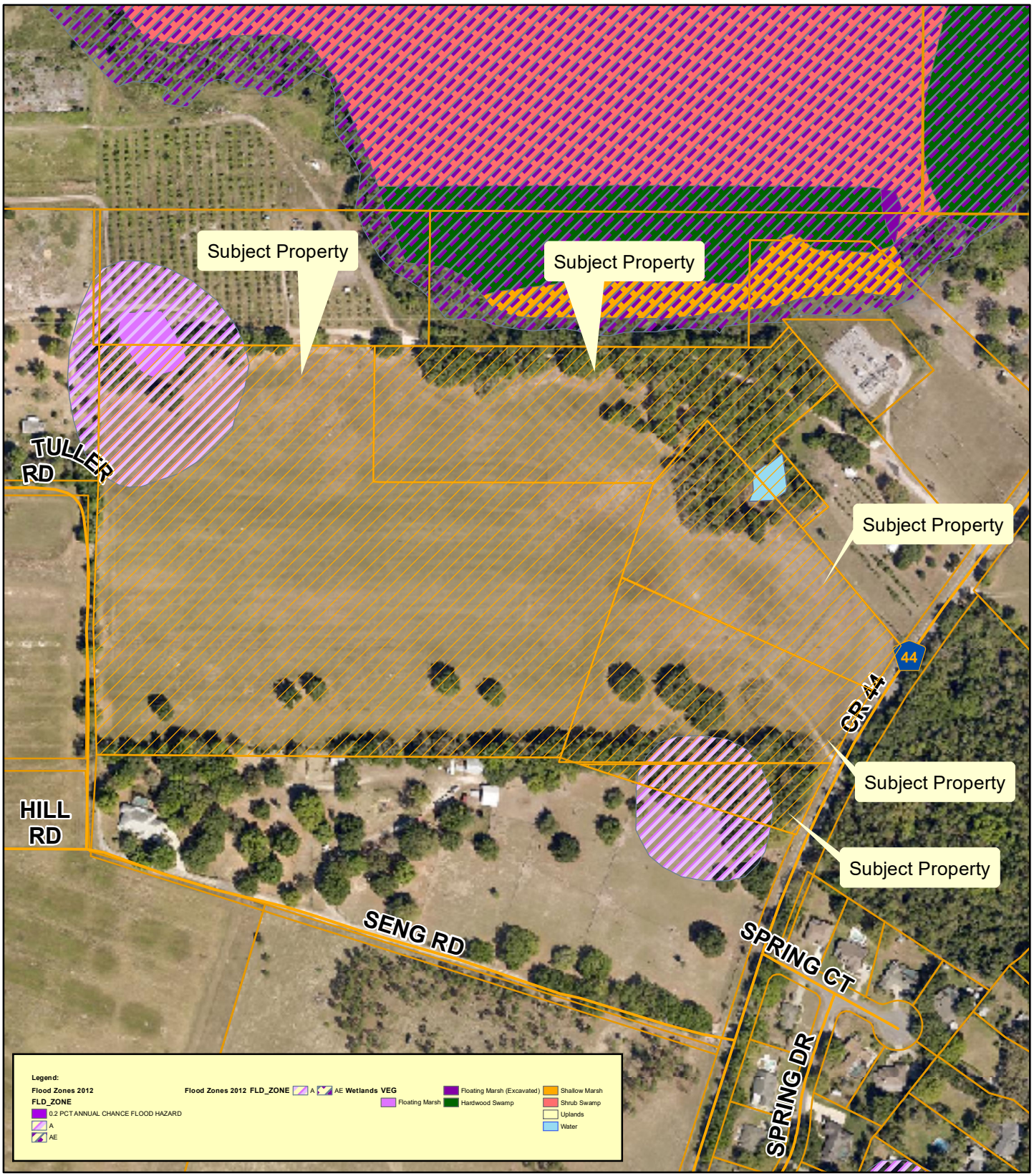
The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

Wetlands and Flood Zones



Planning & Zoning Division

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The Hills At Leesburg
ANNX-21-399; SSCP-21-400; PUD-21-395
AK#s: 1273510, 1273501, 1273480, 2914939, 2914904
Section 01, Township 19 South, Range 25 East
November 1, 2021

Sign posting, picture taken looking west into property from County Road 44 right-of-way.

Picture taken from property looking north along County Road 44 right-of-way.

Picture taken from property looking east along County Road 44 right-of-way.

Picture taken from property looking south along County Road 44 right-of-way.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.6.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 3.95 +/- acres; and being generally located west of U.S. Highway 27 and east of County Road 33, lying in Section 11, 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. (Leesburg C-Store and Gas Station AX)

Staff Recommendation:
The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the Leesburg C-Store and Gas Station Property.

Analysis:
The applicant has submitted a request for annexation of approximately 3.95 acres of land generally located west of U.S. Highway 27 and east of County Road 33, as shown on the attached General Location Map. At this time, the property is a mobile home park. The current zoning is Lake County RMRP (Mobile Home Rental Park District) and Lake County CP (Planned Commercial District); the proposed zoning is City C-3 (Highway Commercial). The reason for this request is to attain water and sewer service to construct a gas station and convenience store.

The property is surrounded by Lake County C-1 (Neighborhood Commercial), Lake County RM (Mixed Home Residential), Lake County RMRP (Mobile Home Rental Park District), and Lake County C-1 (Neighborhood Commercial). Under the conditions of the C-3 (Highway Commercial) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with the Rezoning Application, had recommendations for approval from the Planning Staff and Planning Commission. The Planning Commission held a public hearing on this request on December 16, 2021, and by a vote of 6-0 recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation and future development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

Submission Date and Time: 2/9/2022 1:19:01 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.95 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND EAST OF COUNTY ROAD 33, LYING IN SECTION 11, 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. (LEESBURG C-STORE AND GAS STATION AX)

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.

Based upon the petition of Southeastern Retail Development, LLC (Travis A. Meyer, Agent) 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 is hereby assigned to City Commission District 3;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

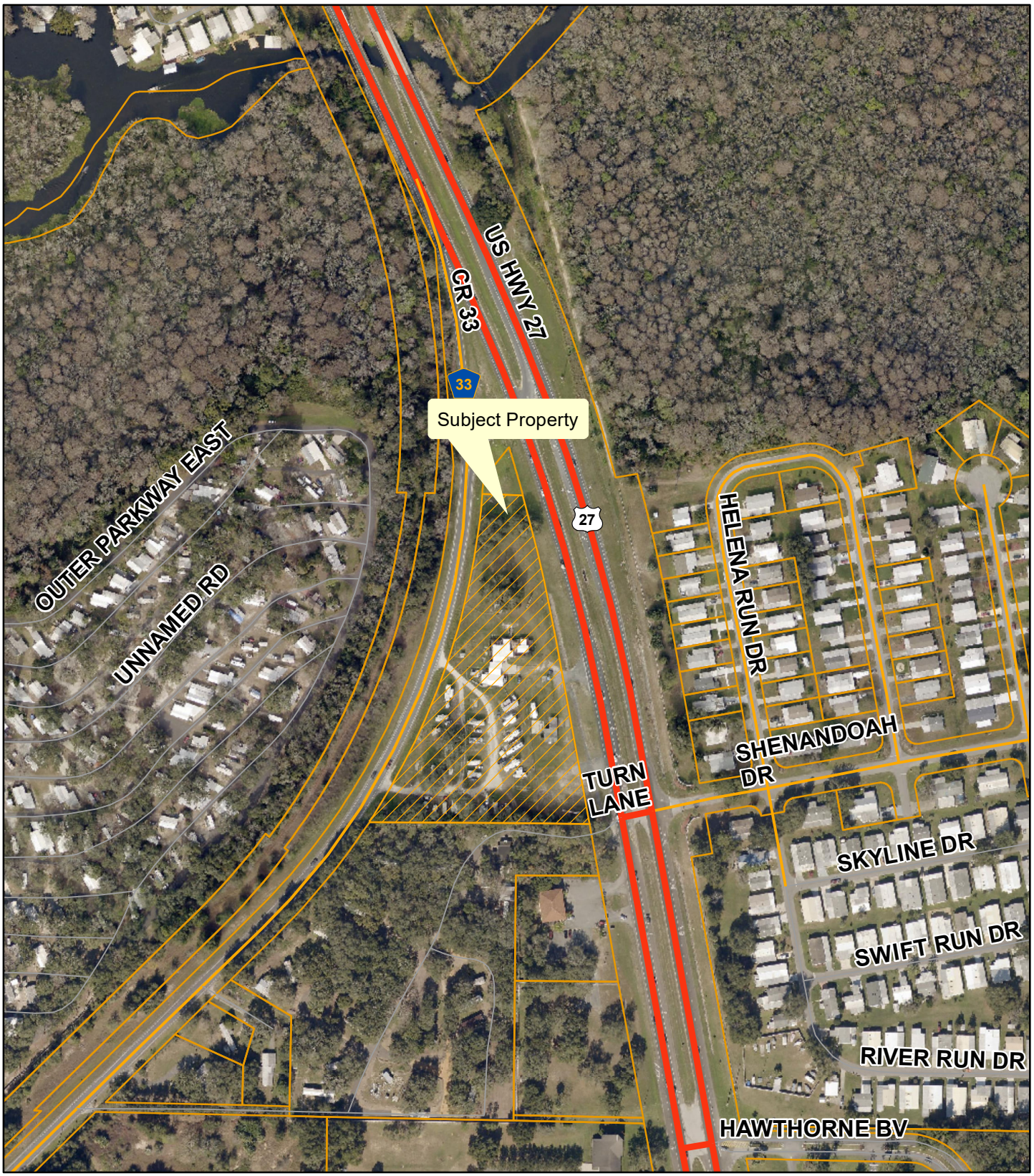
Exhibit A

LEGAL DESCRIPTION:

PARCEL NO. 1:
That part of the East 268 feet of the North 688.71 feet of the Northeast 1/ 4 of the Southwest 1/4 of Section 11, Township 20 South, Range 24 East, in Lake County, Florida, lying West of the Westerly line of the right of way of U.S. Highway No. 27.

PARCEL NO. 2:
That part of Section 11, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin 268 feet West of the Northeast corner of said Southwest 1/4 and run West 91 feet to the Easterly line of the right of way of State Road No. 33; thence Southwesterly along the Easterly line of said right of way 720 feet, thence East 391 feet; thence North 688.71 feet to the point of beginning.

Aerial



Planning & Zoning Division

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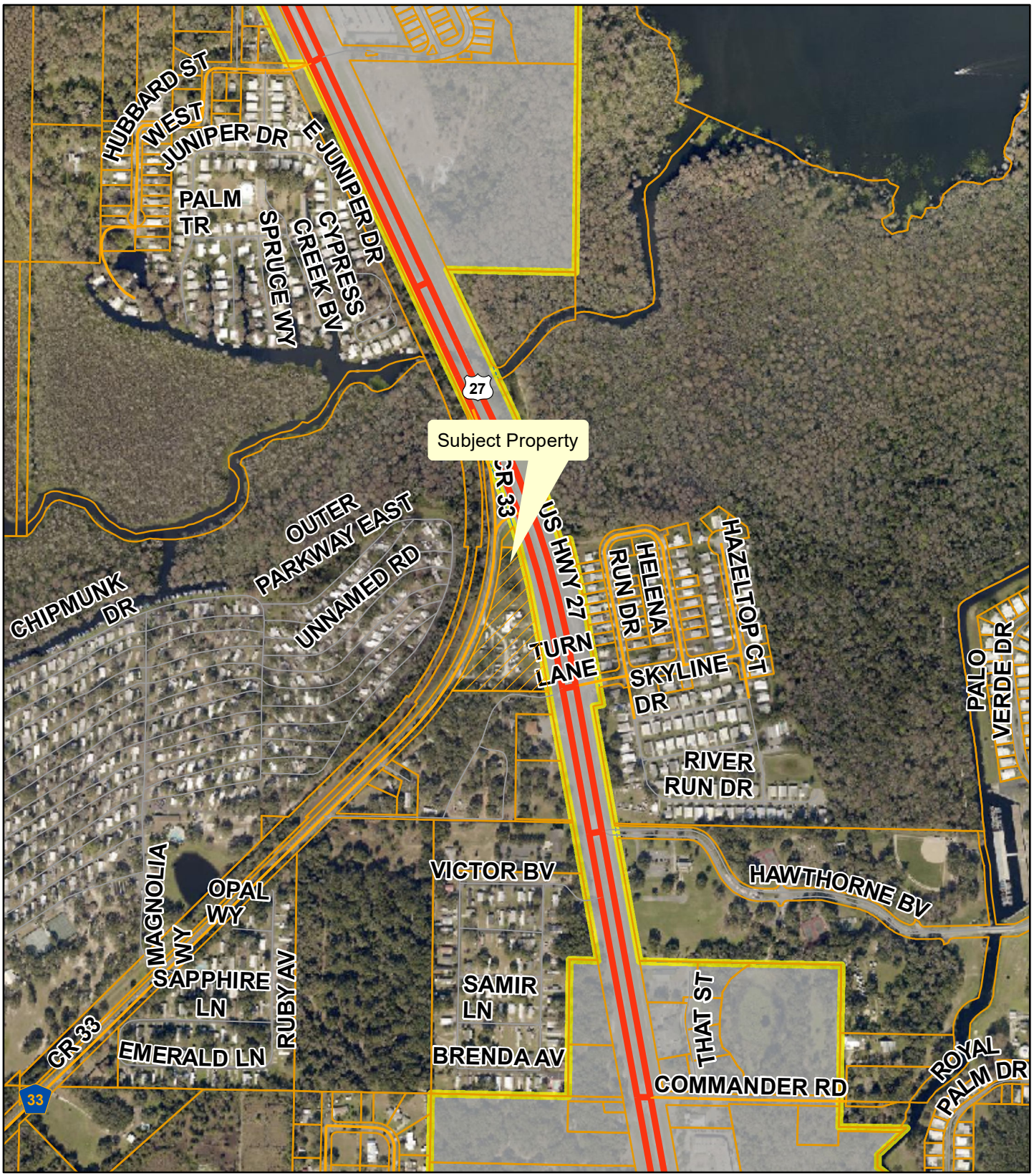
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

City Boundary



Planning & Zoning Division

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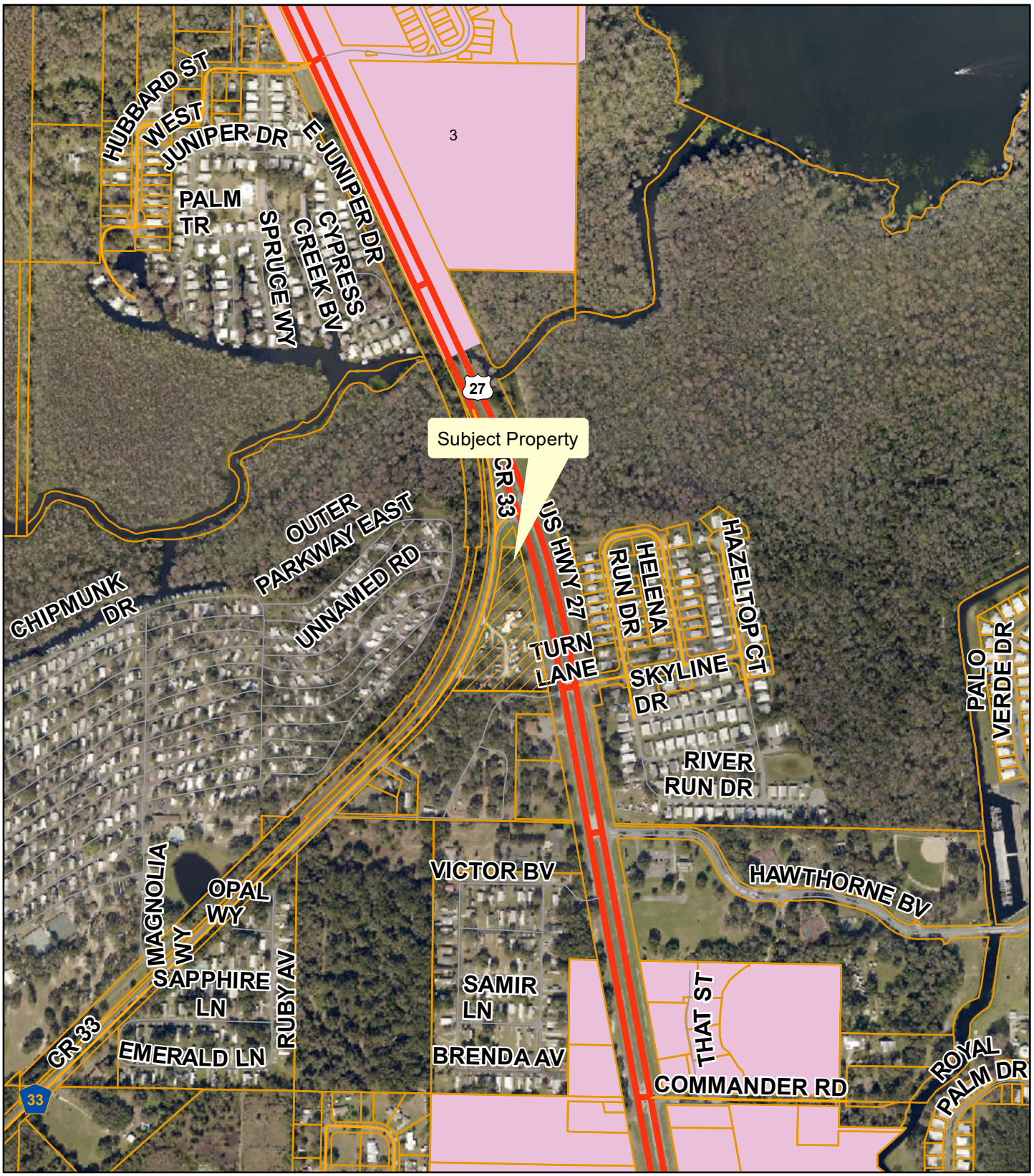
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Commission District



Planning & Zoning Division

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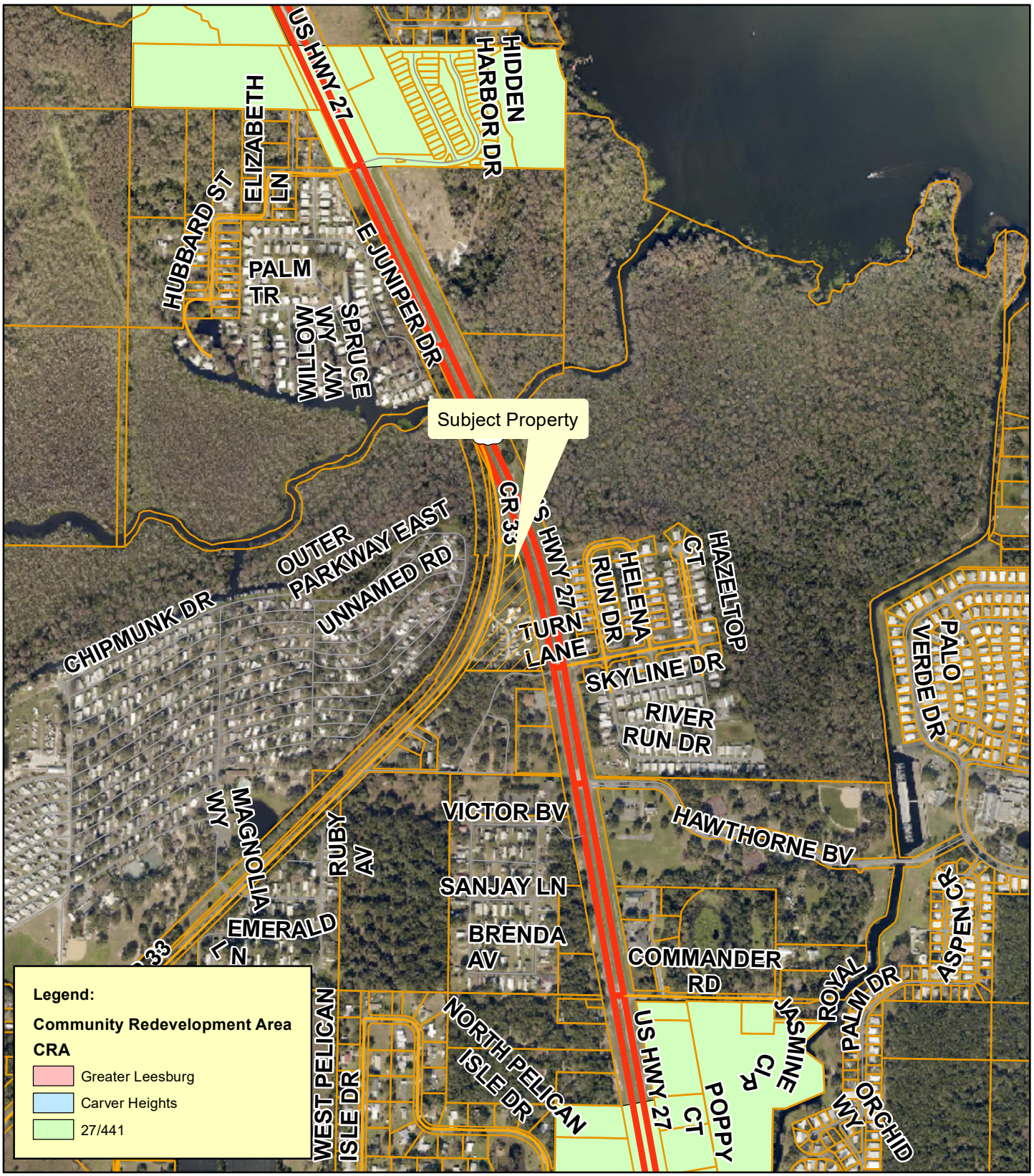
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Community Redevelopment Area



Planning & Zoning Division

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ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.7.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 3.95 +/- acres from Lake County Urban Medium Density to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and east of County Road 33 as legally described in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg C-Store and Gas Station SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 3.95 +\- acres from Lake County Urban Medium Density to City of Leesburg General Commercial.

Analysis:
The project site is approximately 3.95 acres. The property is generally located west of U.S. Highway 27 and east of County Road 33. Currently, the property is a mobile home park. The proposed use is for a gas station and convenience store. The surrounding Future Land Use Map designation of Lake County Urban Low Density and Lake County Urban Medium Density Residential is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of General Commercial. The proposed zoning designation of City C-3 (Highway Commercial) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on December 16, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:

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

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of 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.

Submission Date and Time: 2/9/2022 1:20:24 PM

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 3.95 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND EAST OF COUNTY ROAD 33 AS LEGALLY DESCRIBED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG C-STORE AND GAS STATION SSCP)

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

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

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 3.95 acres of land generally located west of U.S. Highway 27 and east of County Road 33 from Lake County Urban Medium Density to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 11, Township 20 South, Range 24 East, Lake County Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION:

PARCEL NO. 1:
That part of the East 268 feet of the North 688.71 feet of the Northeast 1/ 4 of the Southwest 1/4 of Section 11, Township 20 South, Range 24 East, in Lake County, Florida, lying West of the Westerly line of the right of way of U.S. Highway No. 27.

PARCEL NO. 2:
That part of Section 11, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin 268 feet West of the Northeast corner of said Southwest 1/4 and run West 91 feet to the Easterly line of the right of way of State Road No. 33; thence Southwesterly along the Easterly line of said right of way 720 feet, thence East 391 feet; thence North 688.71 feet to the point of beginning.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	December 16, 2021
OWNER:	Anderson Paul C Trust & Dianne Anderson Trustee
PETITIONER:	Southeastern Retail Development, LLC
PROJECT:	Convenience Store and Gas Station
REQUEST:	Small Scale Comp Plan Map Amendment to General Commercial
CASE NO.:	SSCP-21-413

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request for commercial Future Land Use is appropriately located and compatible with the current surrounding Future Land Use Designations of Lake County Urban Low Density and Urban Medium Density.

2. The proposed request will allow commercial development for the property that is consistent with the ongoing development patterns along the U.S. Highway 27 commercial corridor.

3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and contiguity to U.S. Highway 27 on the east and County Road 33 on the west property boundary.

Action Requested:

1. Vote to approve staff's recommendation to amend the Future Land Use Map from Lake County Urban Medium Density to City of Leesburg General Commercial, and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 16, 2021
OWNER: Anderson Paul C Trust & Dianne Anderson Trustee
PETITIONER: Southeastern Retail Development, LLC
PROJECT: Convenience Store and Gas Station
REQUEST: Change Future Land Use Designation and Rezone for commercial uses
CASE NO.: SSCP-21-413; RZ-21-414

GENERAL LOCATION: The property is generally located west of U.S. Highway 27 and east of County Road 33.

FUTURE LAND USE DESIGNATION:
Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North — Lake County Urban Low Density; Lake County Urban Medium Density
South — Lake County Urban Low Density; Lake County Urban Medium Density
East — Lake County Urban Low Density
West — Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg General Commercial

EXISTING ZONING DESIGNATION: Lake County RMRP (Mobile Home Rental Park District); CP (Planned Commercial District)

SURROUNDING ZONING DESIGNATIONS:
North — Lake County C-1 (Neighborhood Commercial); Lake County RM (Mixed Home Residential)
South — Lake County RMRP (Mobile Home Rental Park District); Lake County C-1 (Neighborhood Commercial)
East — Lake County RM (Mixed Home Residential)
West — Lake County RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION:
C-3 (Highway Commercial)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Residential (Travel RV Resort)
South – Residential (Manufactured Home)
East – Residential (Manufactured Home)
West – Residential (Manufactured Home)

PROPOSED LAND USE: Commercial development (convenience store)

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: November 24, 2021
OWNER: Anderson Paul C Trust & Dianne Anderson Trustee
PETITIONER: Southeastern Retail Development, LLC
PROJECT: Leesburg C-Store and Gas Station
REQUEST: Rezoning
CASE NO.: RZ-21-414

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No Comments – Police Steve Rockefeller 11/24/21

FIRE

No comments from the Leesburg Fire Department. Amanda Stevenson 11/29/21

ELECTRIC

This is outside of Leesburg Electric's territory. Steve Davis 11/29/21

GAS

No comments received as of 12/10/21

GIS

GIS/Addressing has no comment. Mark Medley 11/24/21

BUILDING

No comments: Building Ann Kinsey 11/24/21

PUBLIC WORKS

Public Works has no issues with this request. Clifford Kelsey 11/24/21

ADDRESSING

GIS/Addressing has no comment. Mark Medley 11/24/21

HOUSING & REDEVELOPMENT

No comments from Housing & Redevelopment. Ken Thomas 11/24/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/10/21

LAKE COUNTY SCHOOLS

The school district does not have any comments for the 7-11 store. Helen LaValley 11/29/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

2 disapproval 2 with comments

No comment

Notice of Appearance filed:

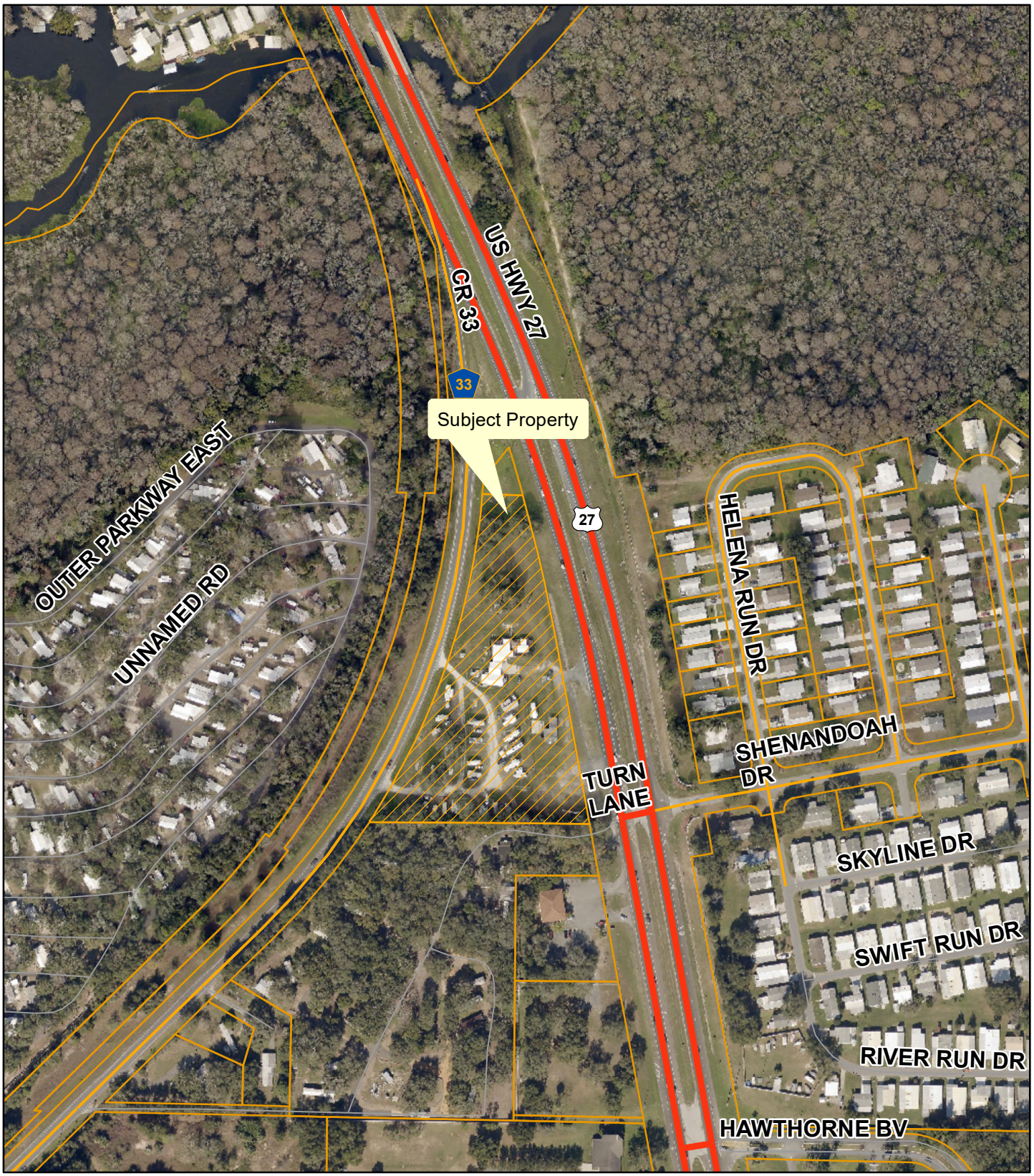
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Elizabeth A. Schneider – This is the most ridiculous thing I've heard in a while. The lights & noise from the station would be at our backyard and house.

Terry Troxler – This would cause a serious traffic issue on 27 that has problems now.

Aerial



Planning & Zoning Division

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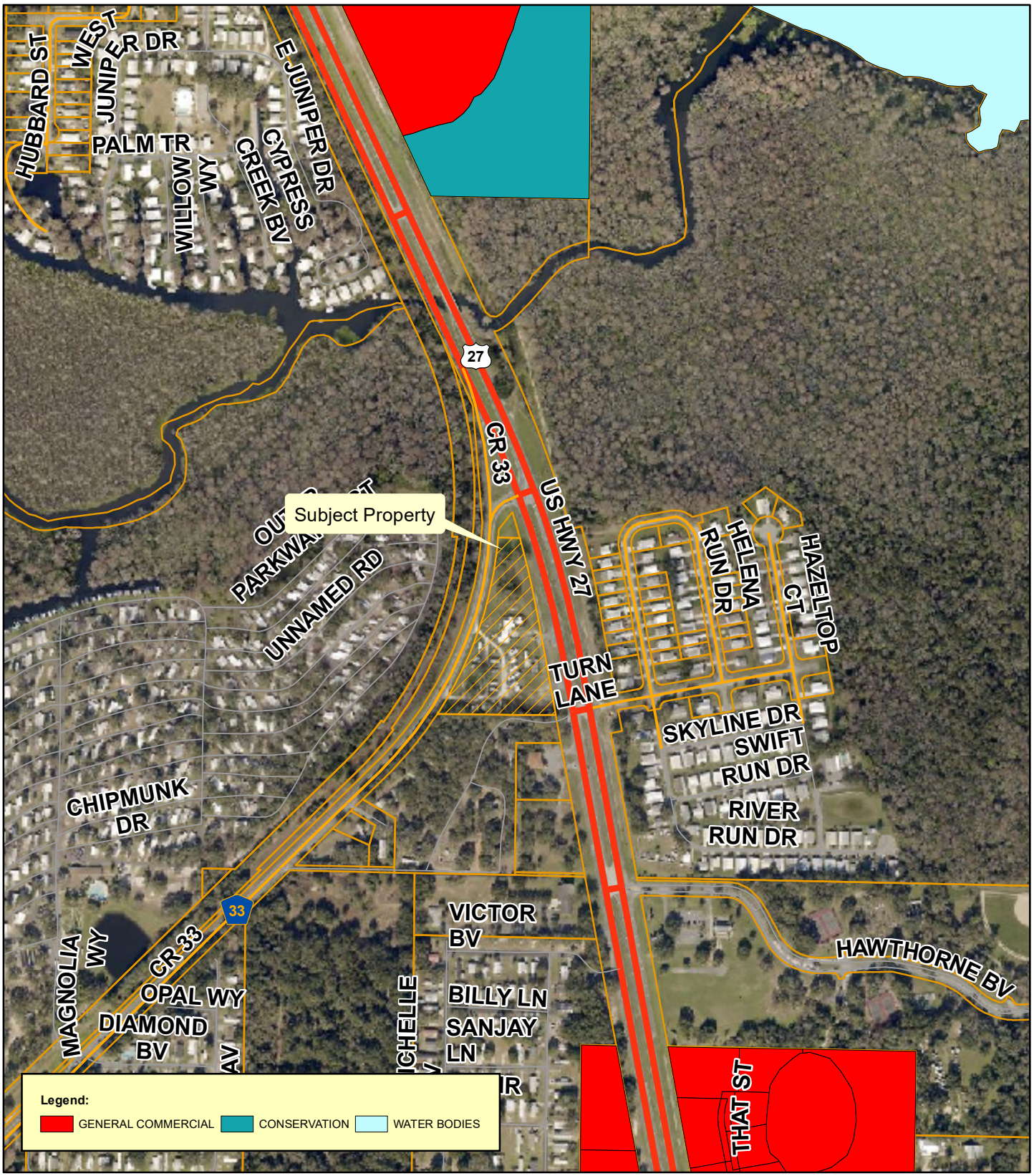
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Future Land Use



Planning & Zoning Division

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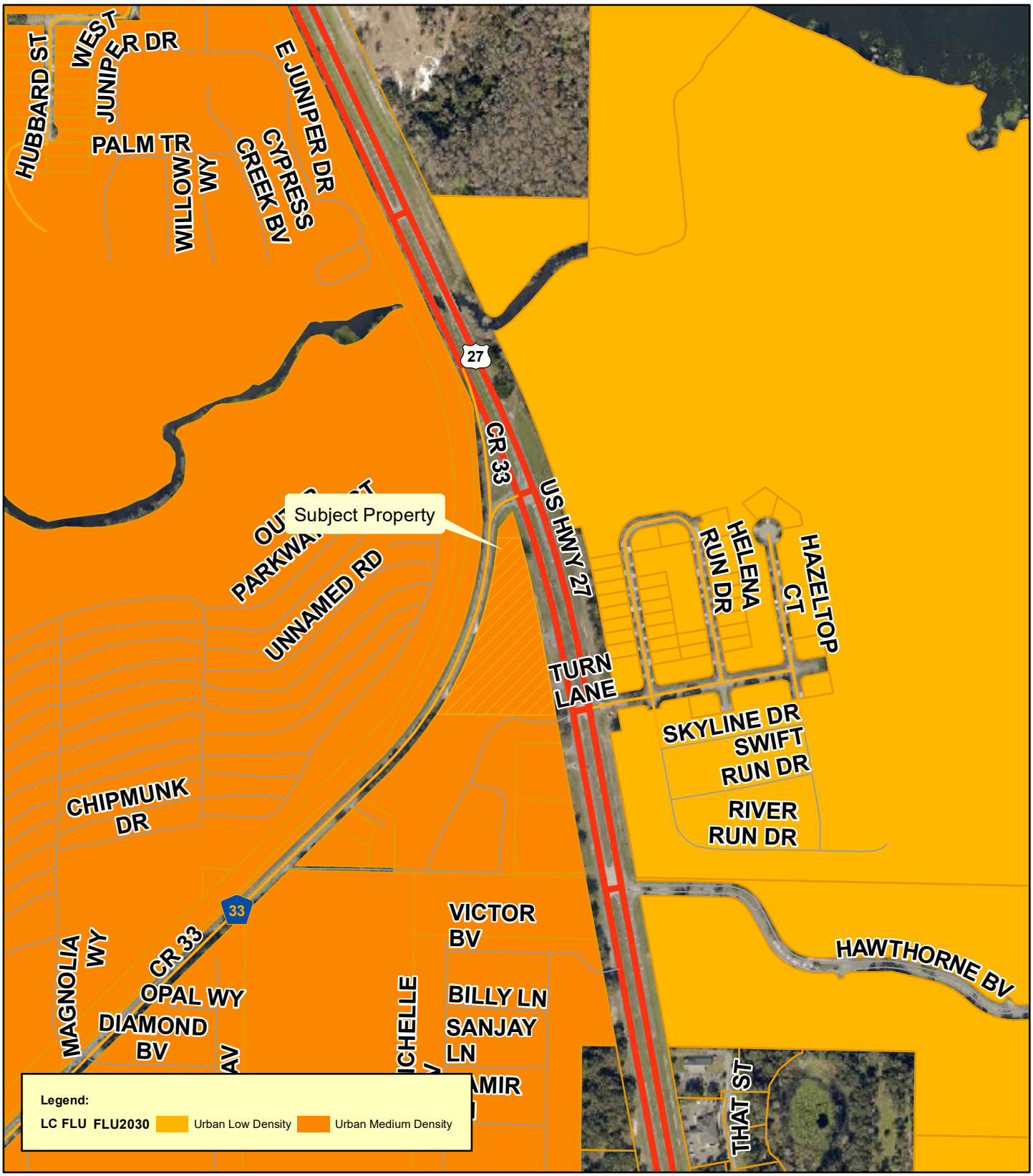
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Lake County Future Land Use



Planning & Zoning Division

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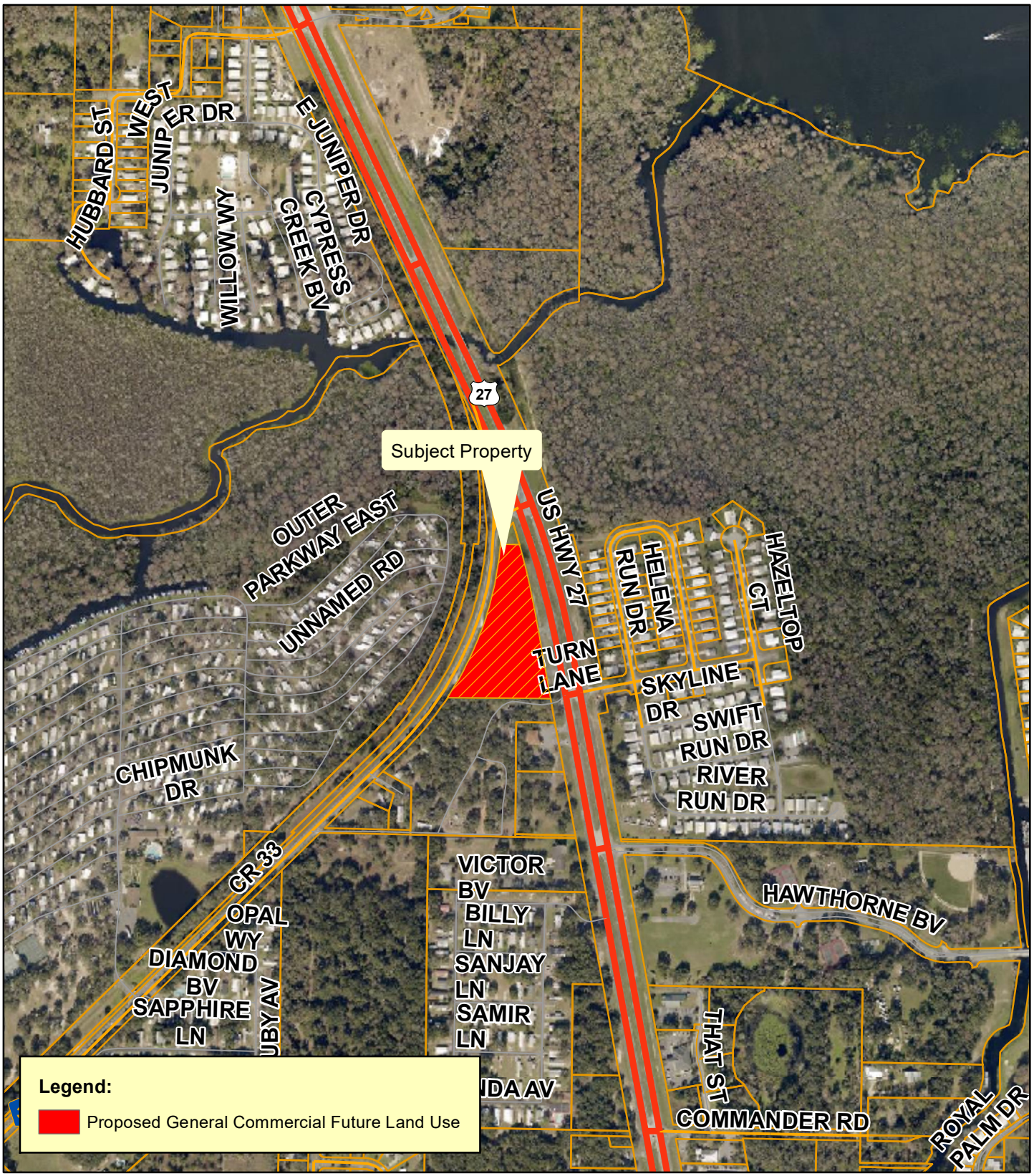
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Proposed Future Land Use



Planning & Zoning Division

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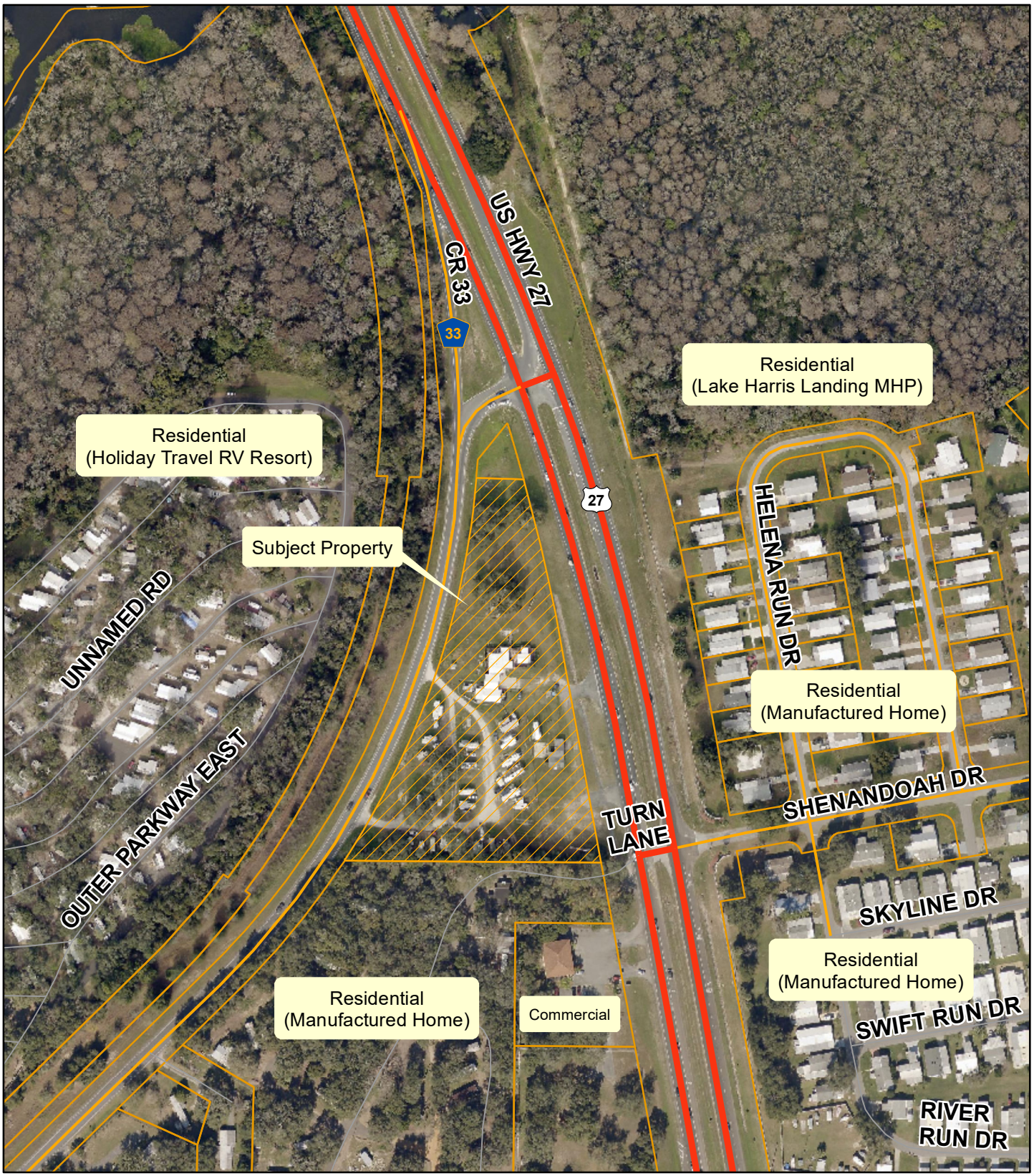
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Surrounding Land Uses



Planning & Zoning Division

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Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Wetlands

Planning & Zoning Division

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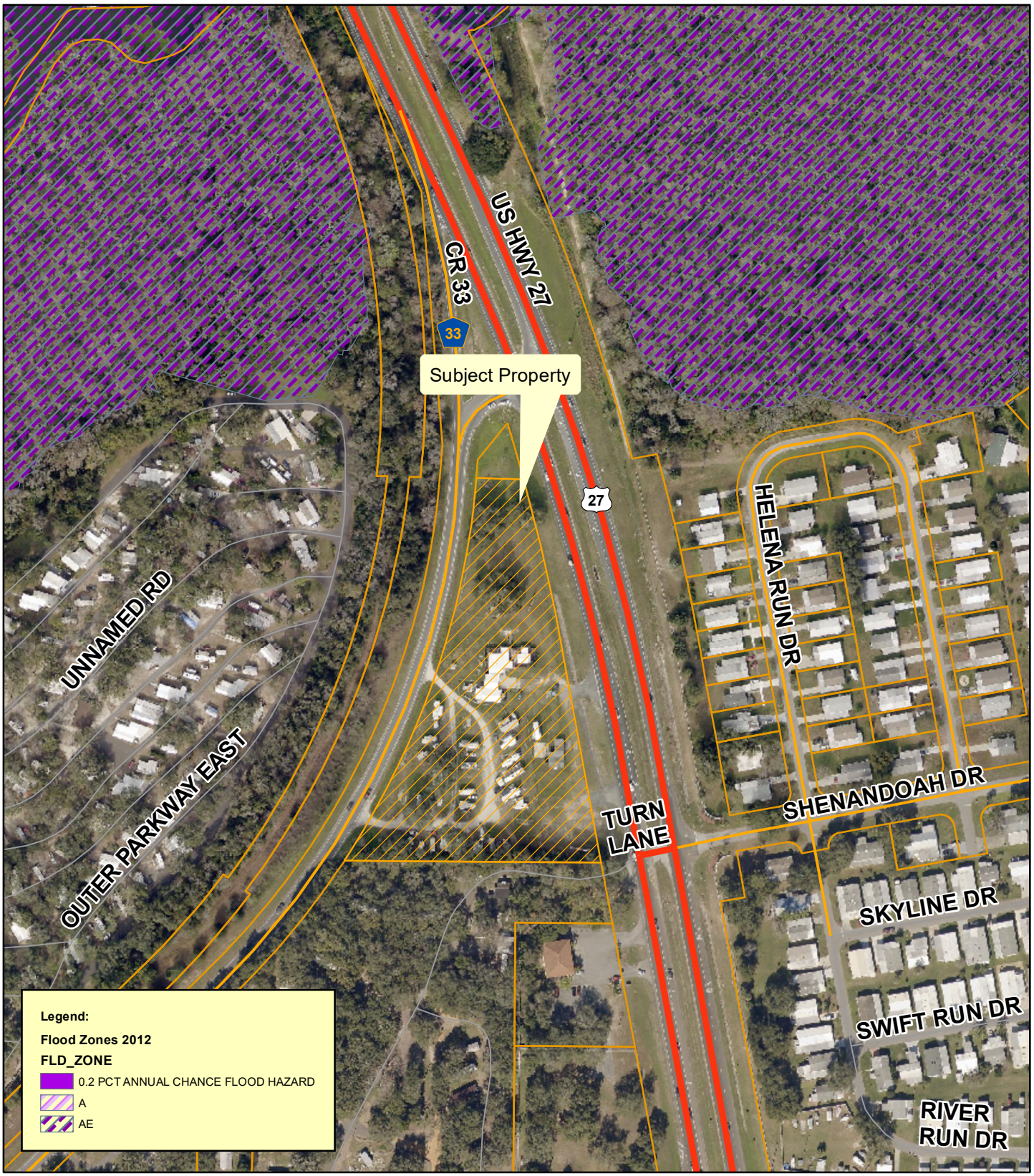
Feet

ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Flood Zones



Planning & Zoning Division

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ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.8.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 3.95 +/- acres from Lake County RMRP (Mobile Home Rental Park District) and Lake County CP (Planned Commercial District) to C-3 (Highway Commercial) to allow for a gas station and convenience store for a property generally located west of U.S. Highway 27 and east of County Road 33 as legally described in Section 11, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leesburg C-Store and Gas Station RZ)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County RMRP (Mobile Home Rental Park District) and Lake County CP (Planned Commercial District) to C-3 (Highway Commercial) to allow for a gas station and convenience store.

Analysis:
The project site is approximately 3.95 +/- acres, and is generally located west of U.S. Highway 27 and east of County Road 33 as shown on the attached maps. At this time, the property is a mobile home park. The proposal will allow for gas station and convenience store. The existing land uses surrounding the property are residential (Travel RV Resort and Manufactured Home). City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on December 16, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to C-3 (Highway Commercial); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development 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.

Submission Date and Time: 2/9/2022 1:21:31 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 3.95 +/- ACRES FROM LAKE COUNTY RMRP (MOBILE HOME RENTAL PARK DISTRICT) AND LAKE COUNTY CP (PLANNED COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL) TO ALLOW FOR A GAS STATION AND CONVENIENCE STORE FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND EAST OF COUNTY ROAD 33 AS LEGALLY DESCRIBED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG C-STORE AND GAS STATION RZ)

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

Section 1.

Based upon the petition of Southeaster Retail Development, LLC, (Travis A. Meyer, 30A Investment Partners II, LLC, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County RMRP (Mobile Home Rental Park District) and Lake County CP (Planned Commercial District) to C-3 (Highway Commercial), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION:

PARCEL NO. 1:
That part of the East 268 feet of the North 688.71 feet of the Northeast 1/ 4 of the Southwest 1/4 of Section 11, Township 20 South, Range 24 East, in Lake County, Florida, lying West of the Westerly line of the right of way of U.S. Highway No. 27.

PARCEL NO. 2:
That part of Section 11, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: Begin 268 feet West of the Northeast corner of said Southwest 1/4 and run West 91 feet to the Easterly line of the right of way of State Road No. 33; thence Southwesterly along the Easterly line of said right of way 720 feet, thence East 391 feet; thence North 688.71 feet to the point of beginning.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	December 16, 2021
OWNER:	Anderson Paul C Trust & Dianne Anderson Trustee
PETITIONER:	Southeastern Retail Development, LLC
PROJECT:	Convenience Store and Gas Station
REQUEST:	Change Future Land Use Designation and Rezone for commercial uses
CASE NO.:	SSCP-21-413; RZ-21-414

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of this request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County C-1 (Neighborhood Commercial); Lake County RM (Mixed Home Residential); Lake County RMRP (Mobile Home Rental Park District); Lake County C-1 (Neighborhood Commercial).

2. The proposed request will allow commercial development for the property that is consistent with the ongoing development patterns along the U.S. Highway 27 commercial corridor.

3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and contiguity to U.S. Highway 27 on the east and County Road 33 on the west property boundary.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RMRP (Mobile Home Rental Park District); and Lake County CP (Planned Commercial District) to C-3 (Highway Commercial) and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: December 16, 2021
OWNER: Anderson Paul C Trust & Dianne Anderson Trustee
PETITIONER: Southeastern Retail Development, LLC
PROJECT: Convenience Store and Gas Station
REQUEST: Change Future Land Use Designation and Rezone for commercial uses
CASE NO.: SSCP-21-413; RZ-21-414

GENERAL LOCATION: The property is generally located west of U.S. Highway 27 and east of County Road 33.

FUTURE LAND USE DESIGNATION:
Lake County Urban Medium Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North — Lake County Urban Low Density; Lake County Urban Medium Density
South — Lake County Urban Low Density; Lake County Urban Medium Density
East — Lake County Urban Low Density
West — Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg General Commercial

EXISTING ZONING DESIGNATION: Lake County RMRP (Mobile Home Rental Park District); CP (Planned Commercial District)

SURROUNDING ZONING DESIGNATIONS:
North — Lake County C-1 (Neighborhood Commercial); Lake County RM (Mixed Home Residential)
South — Lake County RMRP (Mobile Home Rental Park District); Lake County C-1 (Neighborhood Commercial)
East — Lake County RM (Mixed Home Residential)
West — Lake County RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION:
C-3 (Highway Commercial)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Residential (Travel RV Resort)
South – Residential (Manufactured Home)
East – Residential (Manufactured Home)
West – Residential (Manufactured Home)

PROPOSED LAND USE: Commercial development (convenience store)

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: November 24, 2021
OWNER: Anderson Paul C Trust & Dianne Anderson Trustee
PETITIONER: Southeastern Retail Development, LLC
PROJECT: Leesburg C-Store and Gas Station
REQUEST: Rezoning
CASE NO.: RZ-21-414

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No Comments – Police Steve Rockefeller 11/24/21

FIRE

No comments from the Leesburg Fire Department. Amanda Stevenson 11/29/21

ELECTRIC

This is outside of Leesburg Electric's territory. Steve Davis 11/29/21

GAS

No comments received as of 12/10/21

GIS

GIS/Addressing has no comment. Mark Medley 11/24/21

BUILDING

No comments: Building Ann Kinsey 11/24/21

PUBLIC WORKS

Public Works has no issues with this request. Clifford Kelsey 11/24/21

ADDRESSING

GIS/Addressing has no comment. Mark Medley 11/24/21

HOUSING & REDEVELOPMENT

No comments from Housing & Redevelopment. Ken Thomas 11/24/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/10/21

LAKE COUNTY SCHOOLS

The school district does not have any comments for the 7-11 store. Helen LaValley 11/29/21

PUBLIC RESPONSES

Approval

1 approval

Disapproval

2 disapproval 2 with comments

No comment

Notice of Appearance filed:

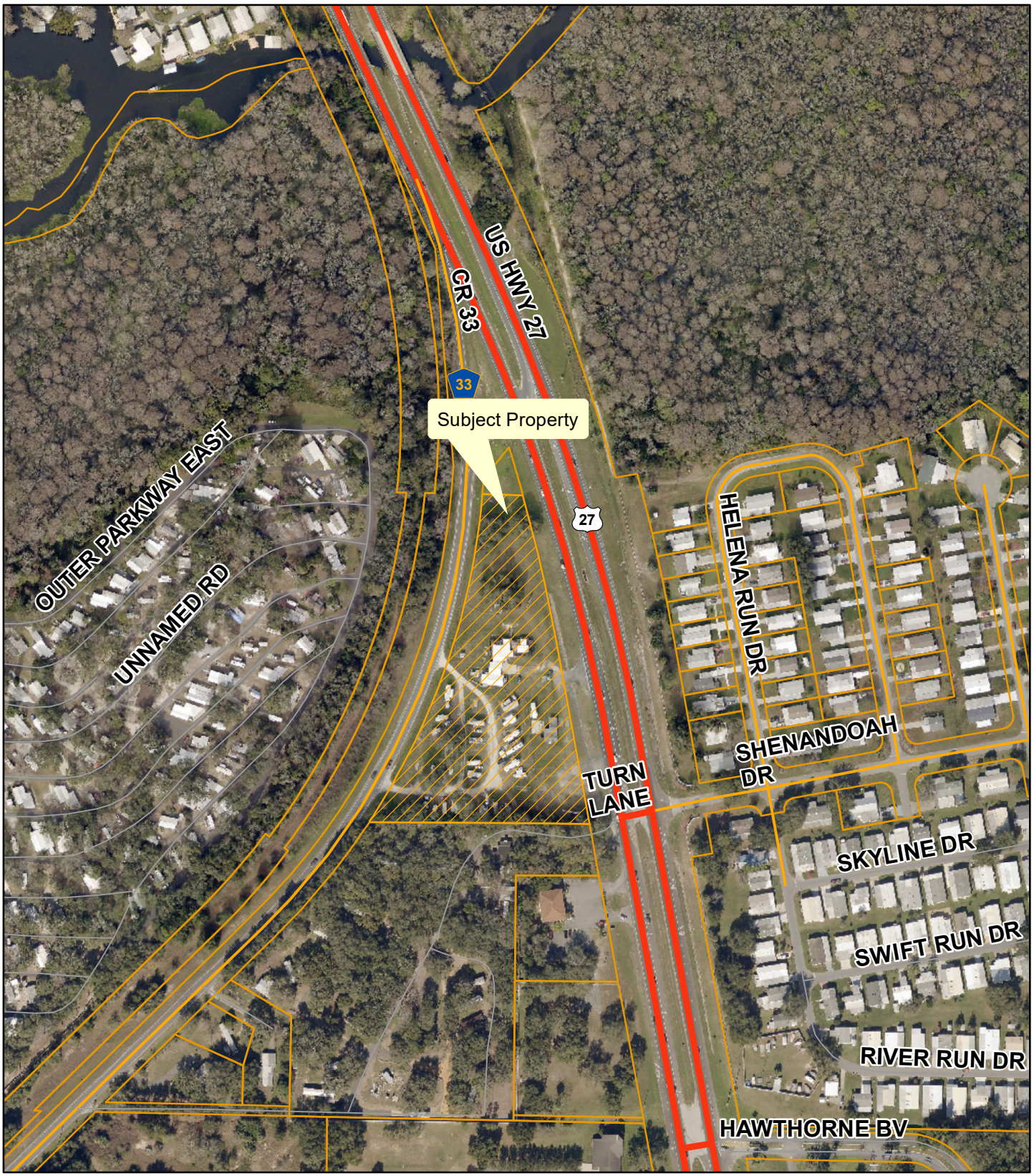
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Elizabeth A. Schneider – This is the most ridiculous thing I've heard in a while. The lights & noise from the station would be at our backyard and house.

Terry Troxler – This would cause a serious traffic issue on 27 that has problems now.

Aerial



Planning & Zoning Division

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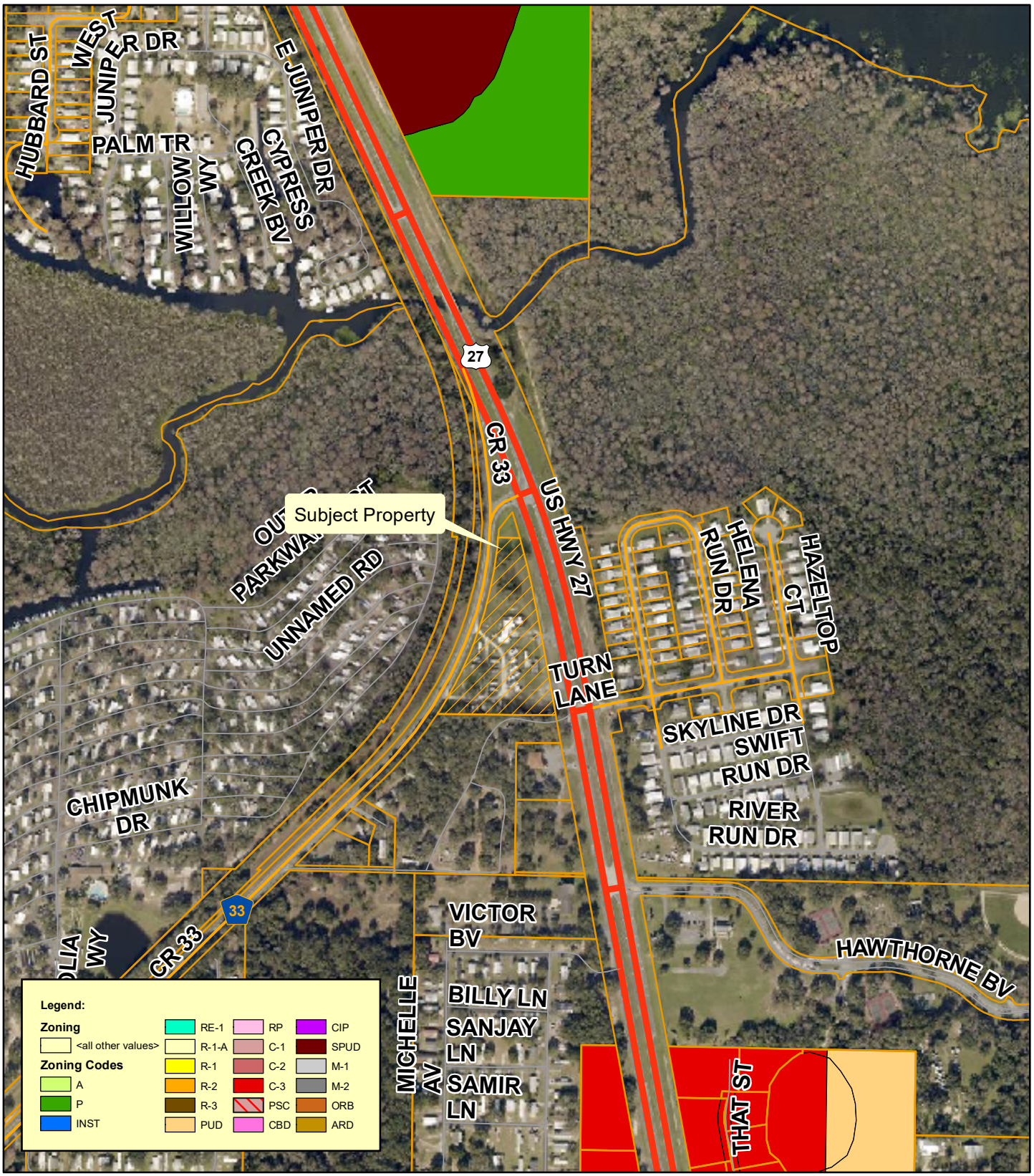
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Zoning



Planning & Zoning Division

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ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Lake County Zoning

Planning & Zoning Division

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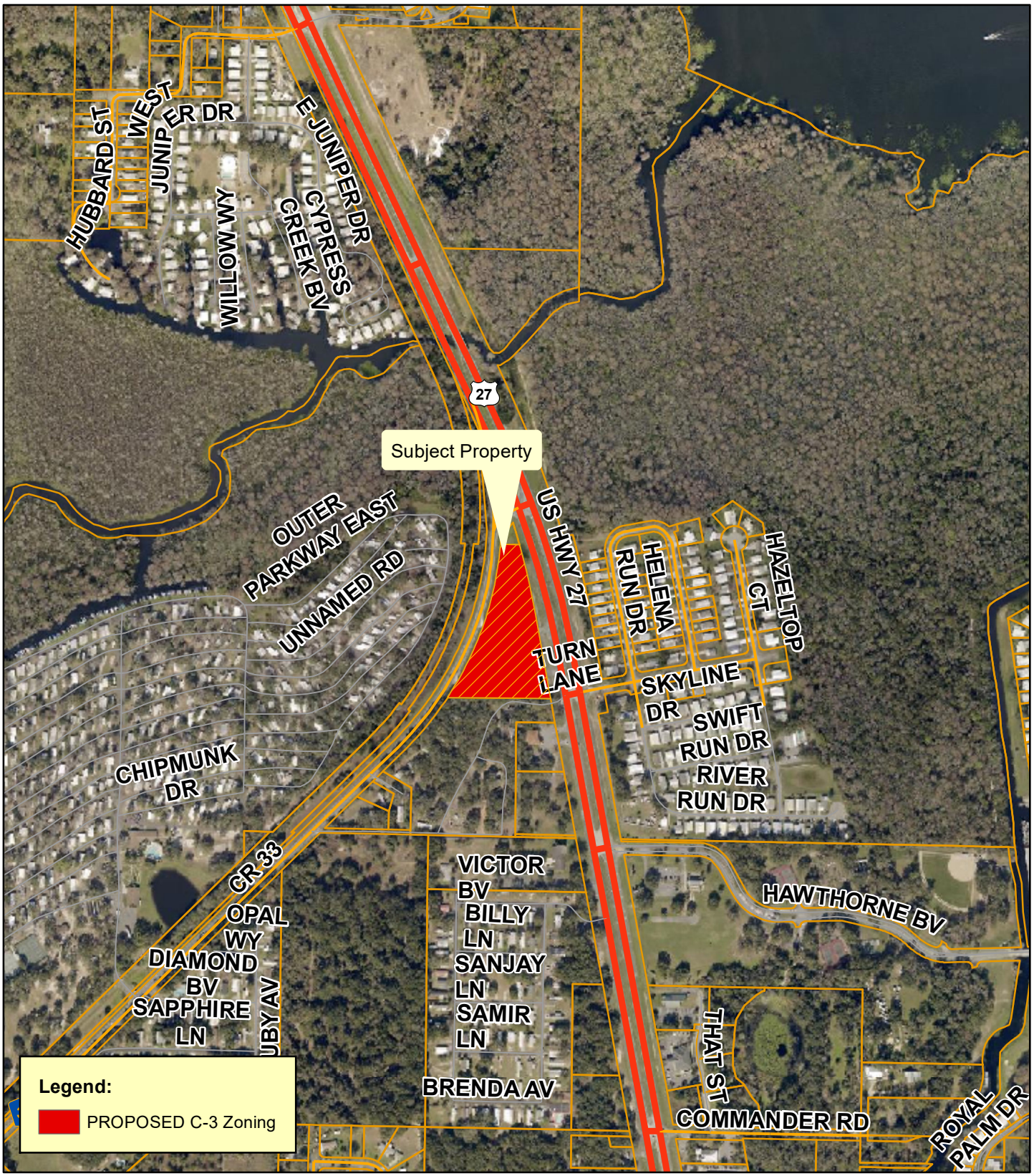
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Proposed Zoning



Planning & Zoning Division

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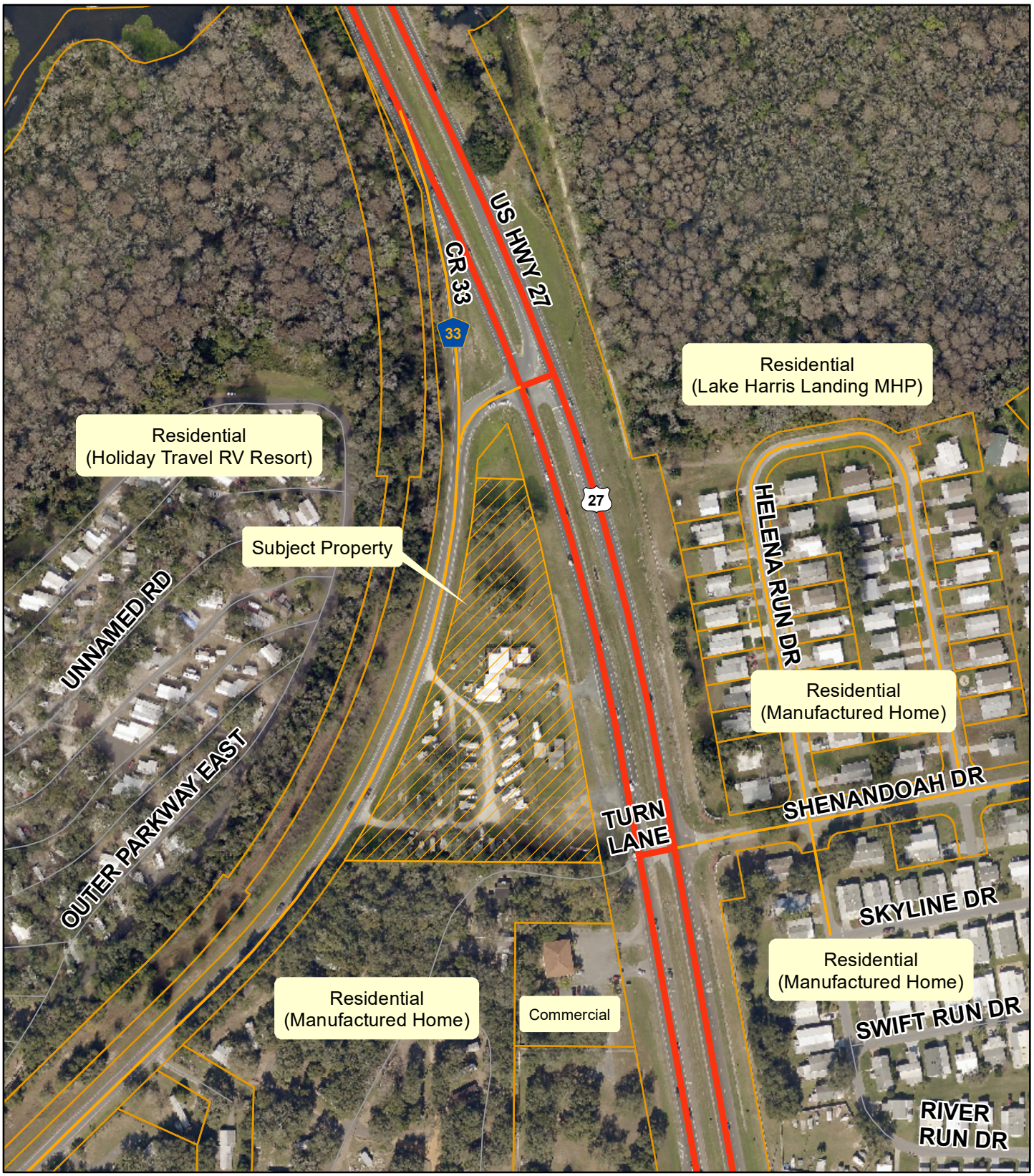
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Surrounding Land Uses



Planning & Zoning Division

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ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Wetlands

Planning & Zoning Division

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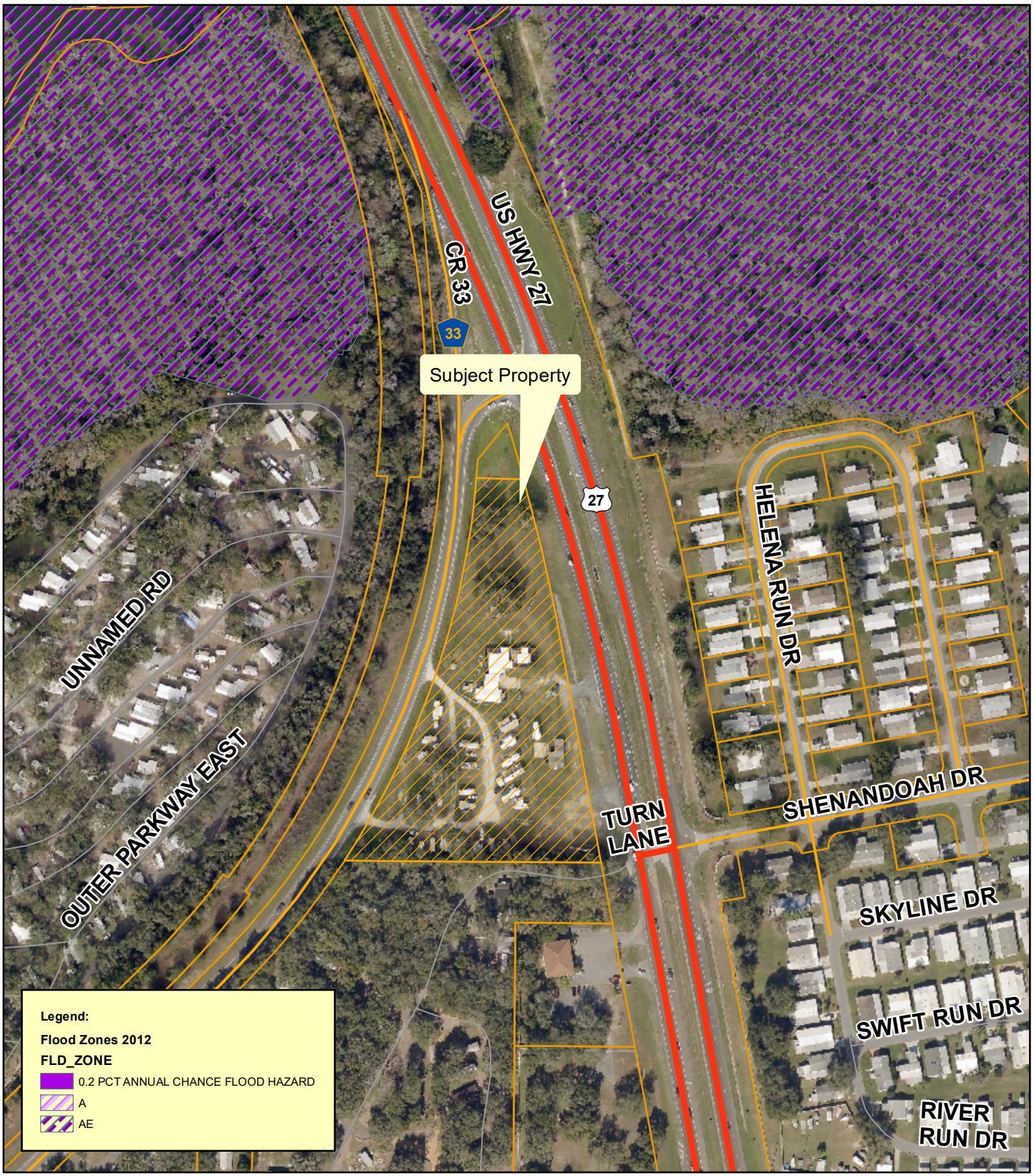
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Flood Zones



Planning & Zoning Division

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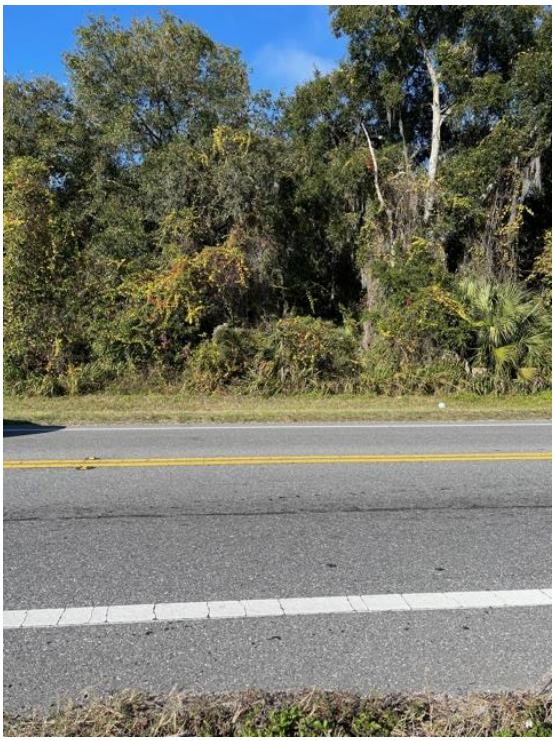
ANNX-21-412, SSCP-21-413, RZ-21-414
Leesburg C-Store & Gas Station
AK#: 1741718
Section 11, Township 20 South, Range 24 East
November 17, 2021

Sign posting. Picture taken from County Road 33 right-of-way looking east into the property.

Picture taken from sign posting along County Road 33 right-of-way looking south.



Picture taken from sign posting, looking west across County Road 33 right-of-way.

Picture taken from sign posting, looking north along County Road 33 right-of-way.

Sign posting. Picture taken from U.S. Highway 27 right-of-way looking west into the property.

Picture taken from U.S. Highway 27 right-of-way looking north from sign posting.

Picture taken from sign posting looking east across U.S. Highway 27 right-of-way.

Picture taken from sign posting looking south along U.S. Highway 27 right-of-way.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.9.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33.25 +/- acres; and being generally located south of Poe Street and east of Radio Road, lying in Section 02, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Troon Creek Preserve AX)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Troon Creek Preserve Property.

Analysis:
The applicant has submitted a request for annexation of approximately 33.25 +/- acres of land generally located south of south of Poe Street and east of Radio Road, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to attain water and sewer service. The proposal of the property is for a single family residential subdivision.

The property is surrounded by Lake County R-6 (Urban Residential District), Lake County A (Agriculture) and Lake County CFD (Community Facility District). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission. The Planning Commission held a public hearing on this request on November 18, 2021, and by a vote of 5-2 recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

Submission Date and Time: 2/9/2022 1:22:57 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 33.25 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF POE STREET AND EAST OF RADIO ROAD, LYING IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (TROON CREEK PRESERVE AX)

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.

Based upon the petition of Craig Rouhier Jr., Troon Development LLC, 643 Egret Place Drive, Winter Garden, Florida (petitioner) 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 1;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION
BUCKNER/TROON CREEK PRESERVE

The Southwest ¼ of the Southwest ¼ of Section 2, Township 19 South, Range 25 East, Lake County, Florida; LESS the West 330 feet of the South 792 feet, and LESS the North 25 feet for road right of way.

Aerial

Planning & Zoning Division

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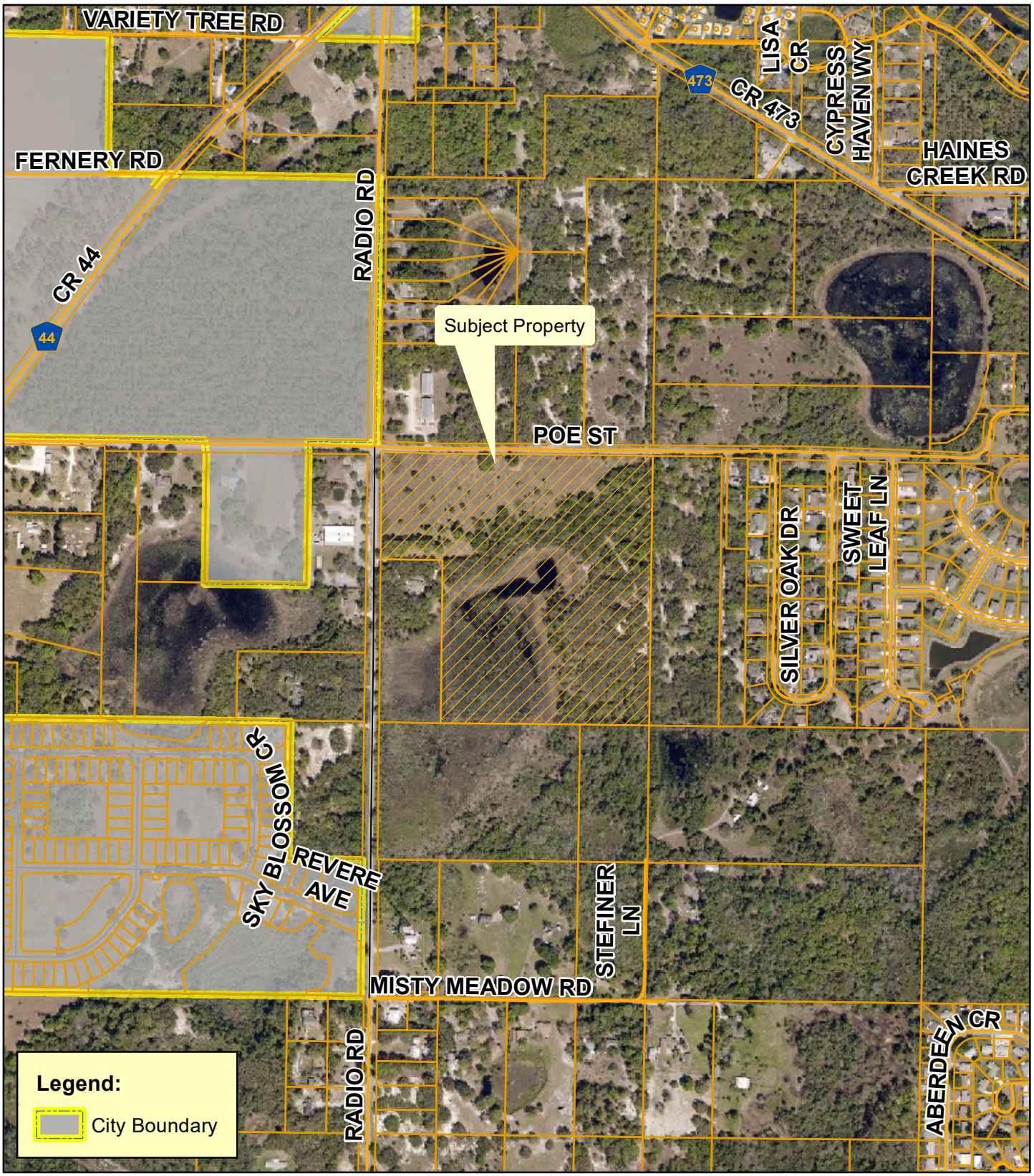
Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

City Boundary



Planning & Zoning Division

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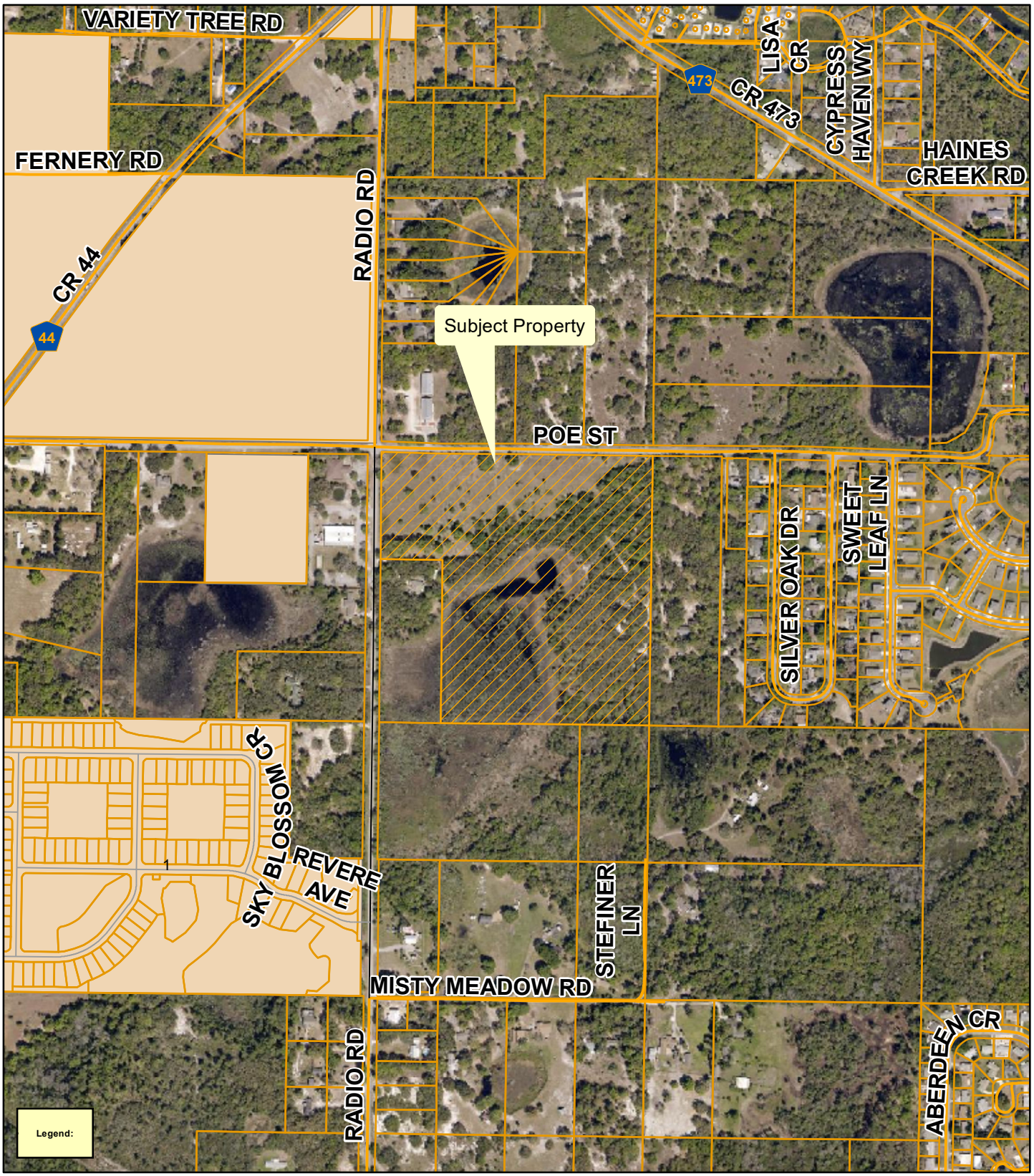
Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

Commission District



Planning & Zoning Division

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Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.10.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 33.25 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located south of Poe Street and east of Radio Road as legally described in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Troon Creek Preserve SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment of the City's Future Land Use Map on 33.25 +\- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 33.25 +/- acres. The property is generally located south of Poe Street and east of Radio Road. Currently, the property is vacant and undeveloped. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County Urban Low Density is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The project site is less than fifty (50) acres in size and is, therefore, considered a small-scale comprehensive land use plan amendment.

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

The Planning Commission held a public hearing on the application on November 18, 2021, and by a vote of 5-2 recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low Density 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.

Submission Date and Time: 2/9/2022 1:25:13 PM

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 33.25 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF POE STREET AND EAST OF RADIO ROAD AS LEGALLY DESCRIBED IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TROON CREEK PRESERVE SSCP)

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

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

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 33.25 +/- acres of land generally located south of Poe Street and east of Radio Road from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 02, Township 19 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION
BUCKNER/TROON CREEK PRESERVE

The Southwest ¼ of the Southwest ¼ of Section 2, Township 19 South, Range 25 East, Lake County, Florida; LESS the West 330 feet of the South 792 feet, and LESS the North 25 feet for road right of way.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Gene Buckner
PETITIONER: Craig Rouhier, Jr., Troon Development, LLC
PROJECT: Troon Creek Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential
CASE NO.: SSCP 21-339
MEETING DATE: November 18, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number PUD 21-340, is compatible with the adjacent future land use designations of Lake County Regional Commercial, Lake County Urban Low Density and City of Leesburg Orange Bend.

3. The proposed request as conditioned in City of Leesburg Case number PUD 21-340, is compatible with the current surrounding zoning districts of Lake County CFD (Community Facility District), Lake County R-6 (Urban Residential District), Lake County A (Agriculture) and City of Leesburg PUD (Planned Unit Development).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: November 18, 2021

OWNER: Gene Buckner
PETITIONER: Craig Rouhier, Jr., Troon Development, LLC
PROJECT: Troon Creek Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 21-339; PUD-21-340

GENERAL LOCATION: The property is generally located east of Radio Road and south of Poe Street.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – Lake County Regional Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County R-6 (Urban Residential District); CFD (Community Facility District)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County CFD (Community Facility District)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture (pasture)

SURROUNDING LAND USE:
North – Residential (vacant); Institutional (church); Agriculture (hay)
South – Residential (vacant)
East – Residential
West – Institutional (school); Residential

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: November 18, 2021
OWNER: Gene Buckner
PETITIONER: Craig Rouhier, Jr., Troon Development, LLC
PROJECT: Troon Creek Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 21-339; PUD-21-340

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/12/21

FIRE

In reference to Case Number SSCP 21-339; PUD-21-340.

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP 21-339; PUD-21-340 is outside the recommended four-minute response time for initial responding fire apparatus to 90 percent of the incidents.
4.1 Fire Department Organizational Statement.

4.1.2.1

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

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

Amanda Stevenson 11/4/21

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 11/1/21

GAS

No comments received as of 11/12/21

GIS

No comments received as of 11/12/21

BUILDING

No comments received as of 11/12/21

PUBLIC WORKS

Public Works has no issues with this request. Clifford Kelsey 11/1/21

ADDRESSING

No comments received as of 11/12/21

ECONOMIC DEVELOPMENT

No comments received as of 11/12/21

LAKE COUNTY PUBLIC WORKS

Please see attached letter. Seth Lynch 11/8/21

LAKE COUNTY SCHOOLS

The school district does not have any comments for the small-scale comp plan amendment or the PUD rezoning. The Troon Creek Preserve project has a valid school concurrency capacity reservation (LCS#2021-32) for 83 single family dwelling units. The reservation expires 10/7/2022.
I have attached a copy of the reservation letter for the file. Thanks, Helen LaValley 11/4/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

November 8, 2021

RECEIVED City of Leesburg
November 8, 2021
Troon Creek Preserve
ANNX-21-338
SSCP-21-339
PUD-21-340

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Troon Creek Preserve/ Planned Unit Development
CASE NO.: PUD-21-340

Lake County Department of Public Works recommended requirements for the Troon Creek Preserve PUD impacts to roadways and drainage systems:

Radio Road:

- Additional right-of-way maybe required along development's frontage.
- Sidewalk will need to be provided along road frontage.
- Further review of the proposed development and any offsite improvements needed beyond stated ones will be analyzed with the future application, plans and permit application submittals.

Poe Road:

- Poe Rd. is currently a county-maintained paved road that would need to be widened along the development's frontage to accommodate 12-ft lanes.
- Sidewalk will need to be provided along road frontage
- The road must be improved to meet city and county standard for 24-ft wide, road shoulders, drainage, grading, utilities, sidewalk, etc.
- Left and right turn lanes will be required at the entrance off Poe Rd.
- Additional right-of-way will be required to support the road improvements and extend to the southern boundary with the current road for any future improvement or development they may come.
- A corner clip at the southeast corner of Poe Rd . and Radio Rd. will need to be provided.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

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Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to both Poe Rd. and Radio Rd.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County.

Flood Study:

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

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Kandi Harper, Senior Planner for City of Leesburg

Aerial

Planning & Zoning Division

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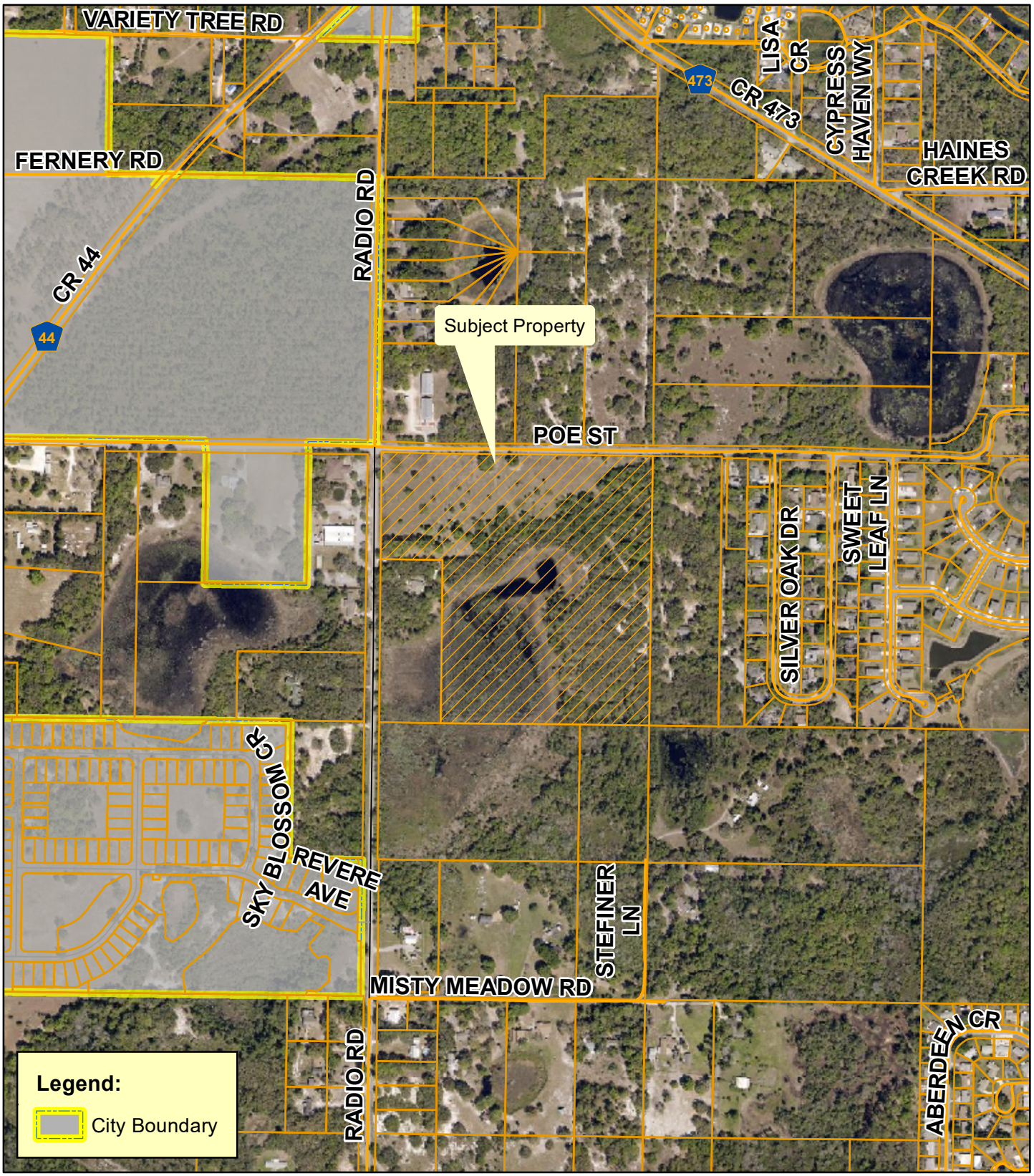
Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

City Boundary



Planning & Zoning Division

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Poe Street and CR-44
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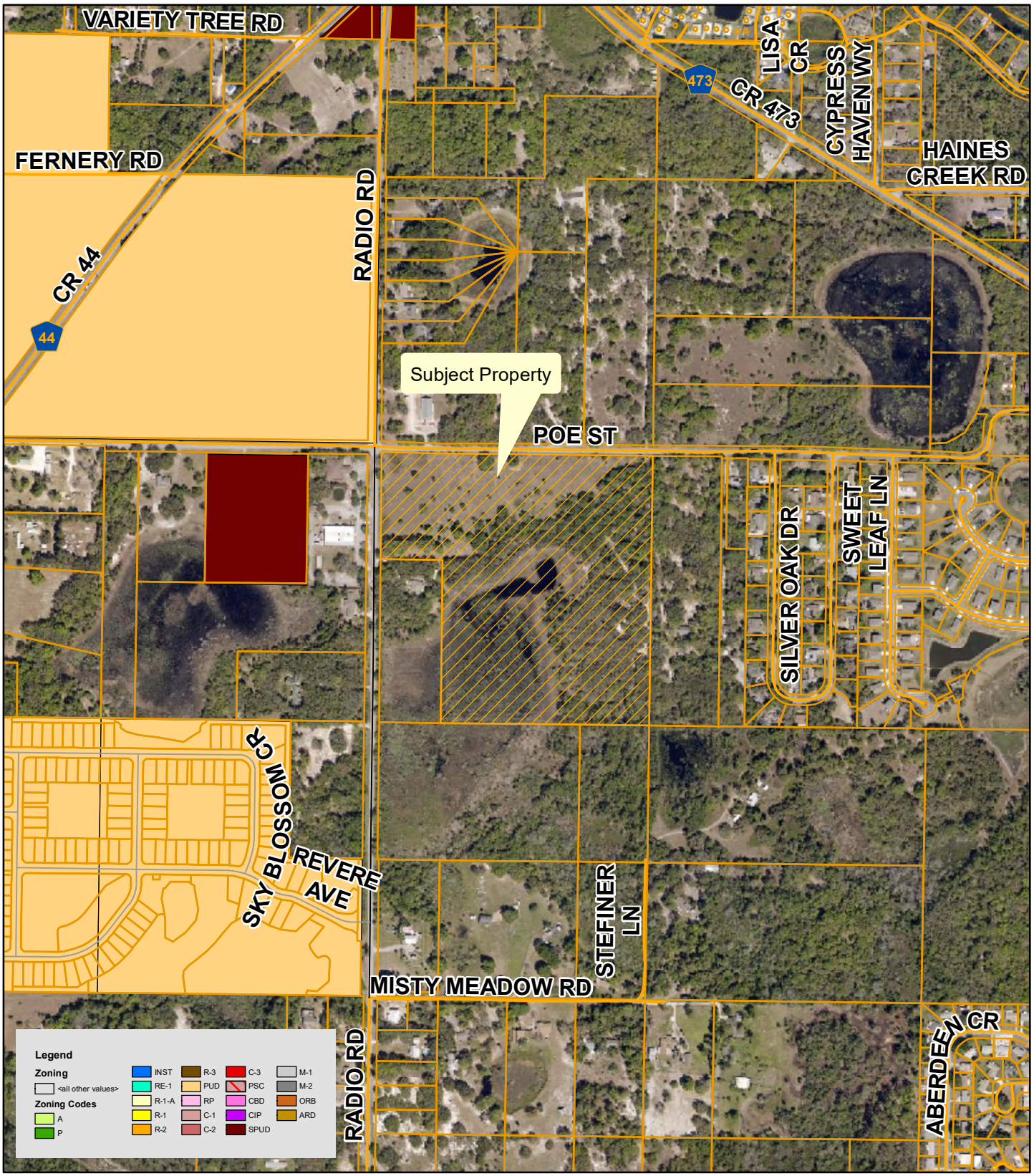
September 29, 2021

Zoning



Planning & Zoning Division

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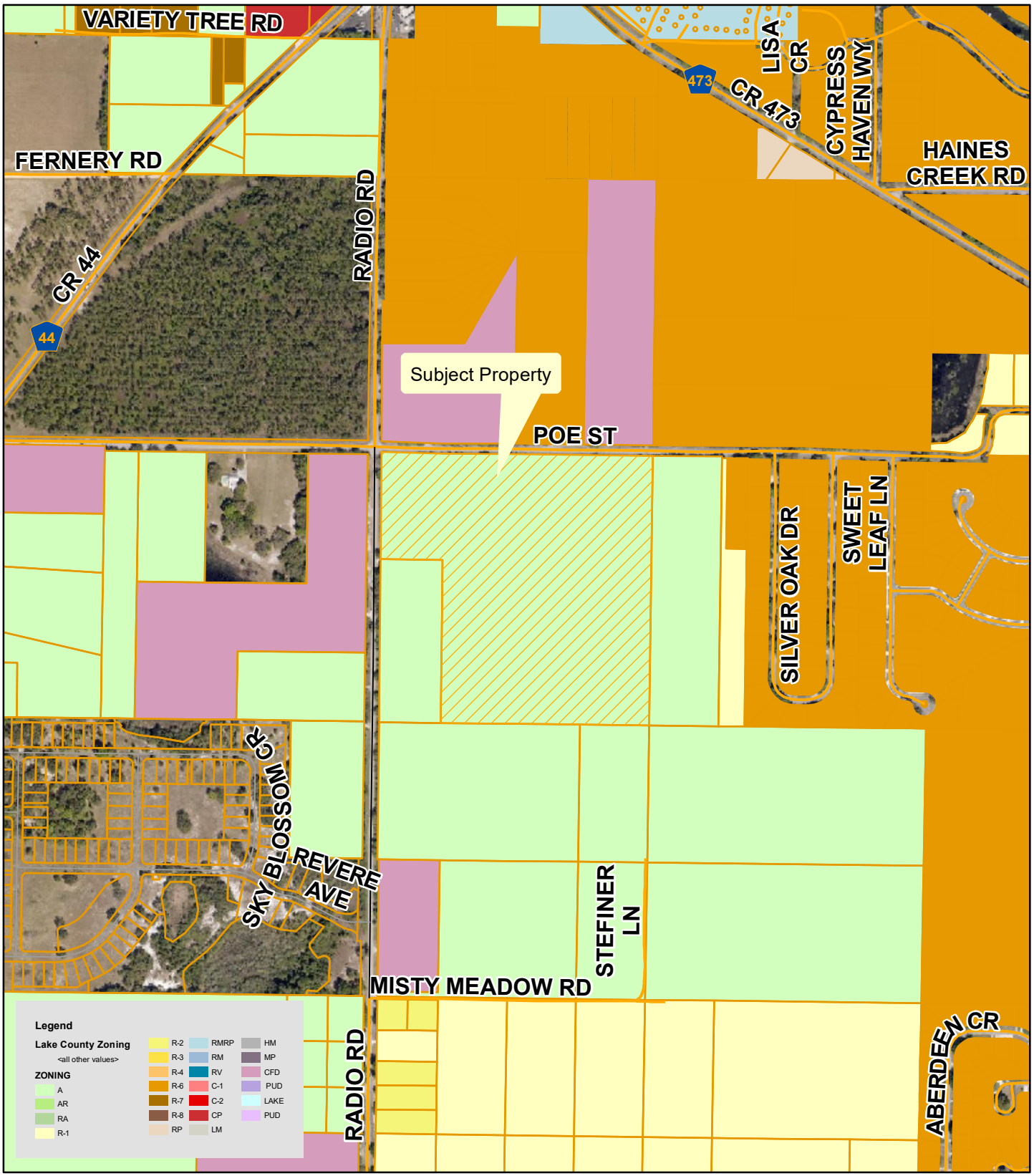
Lake County Zoning



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September 29, 2021

PROPOSED ZONING

Planning & Zoning Division

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Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
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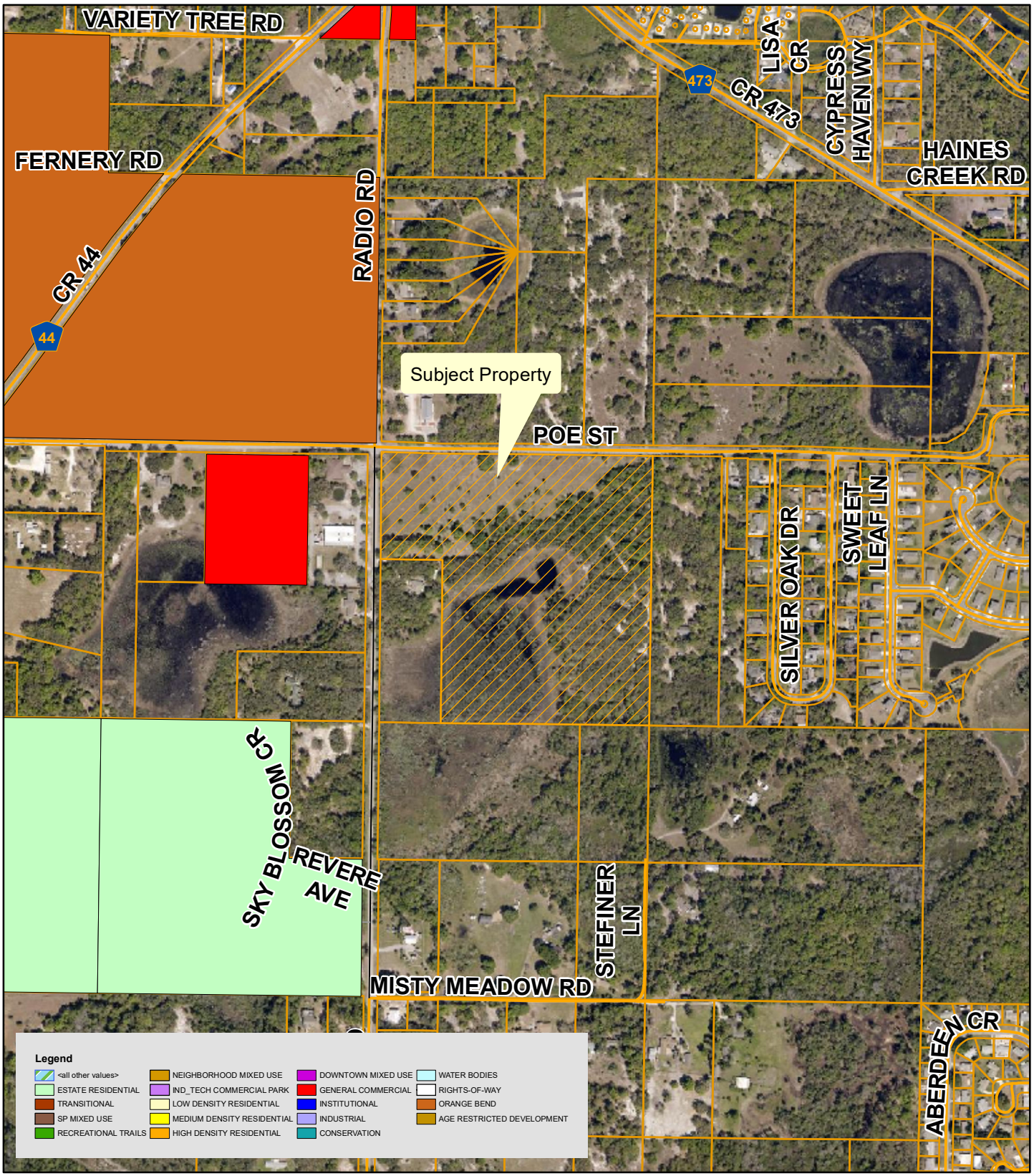
Future Land Use



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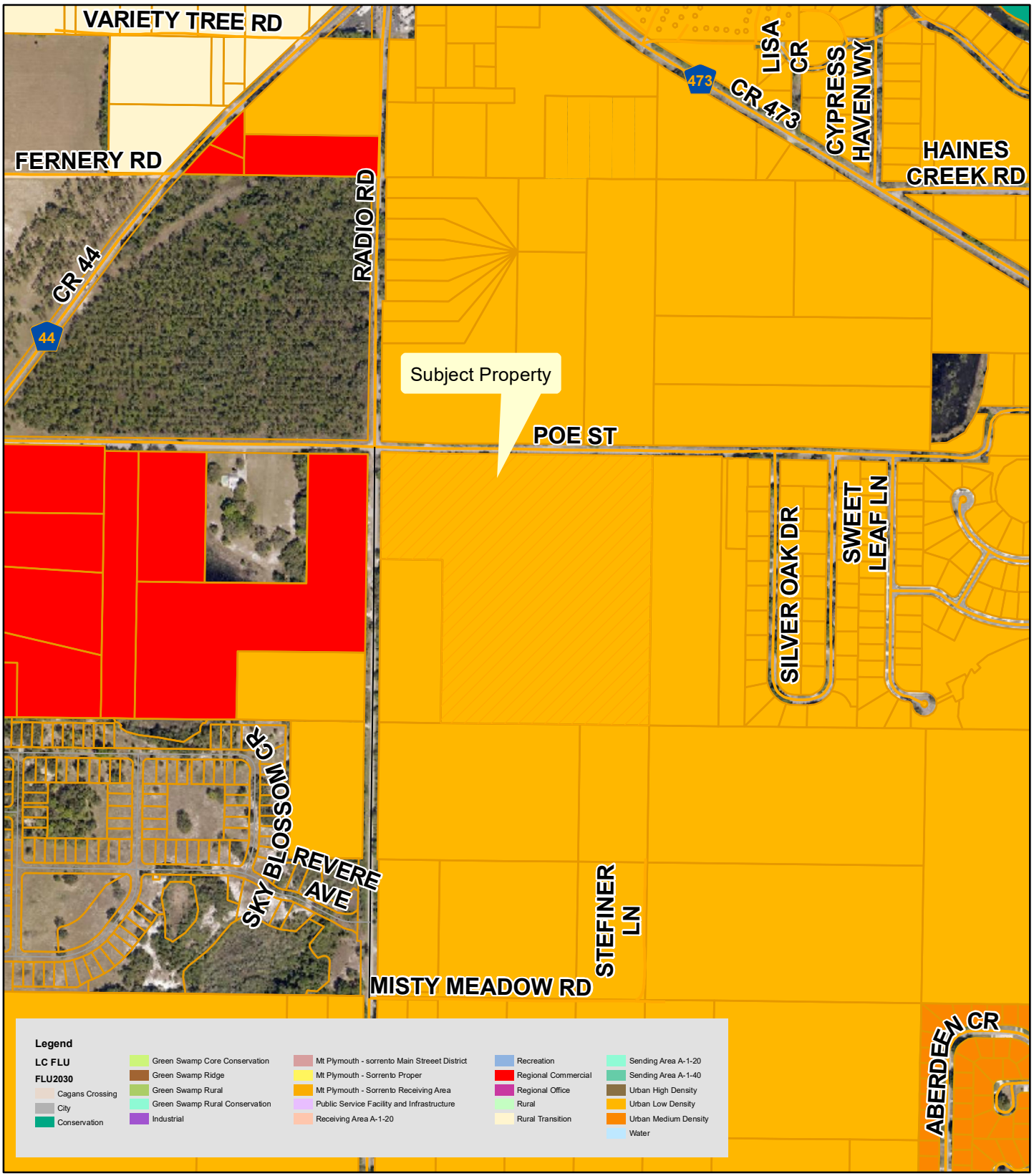
Lake County Future Land Use



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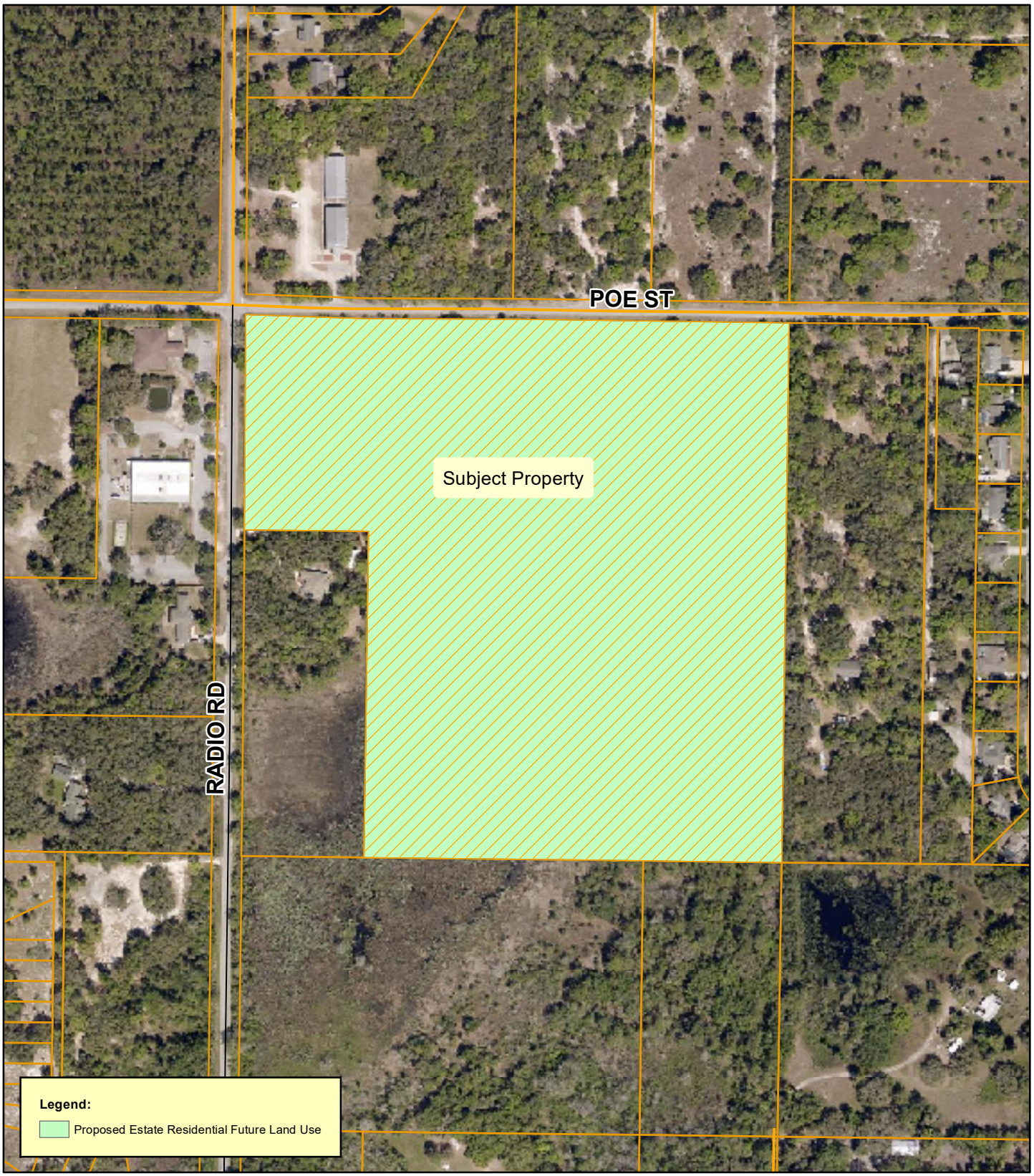
September 29, 2021

PROPOSED FUTURE LAND USE



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Poe Street and CR-44
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Section 02, Township 19 South, Range 25 East
September 29, 2021

Surrounding Land Uses

Planning & Zoning Division

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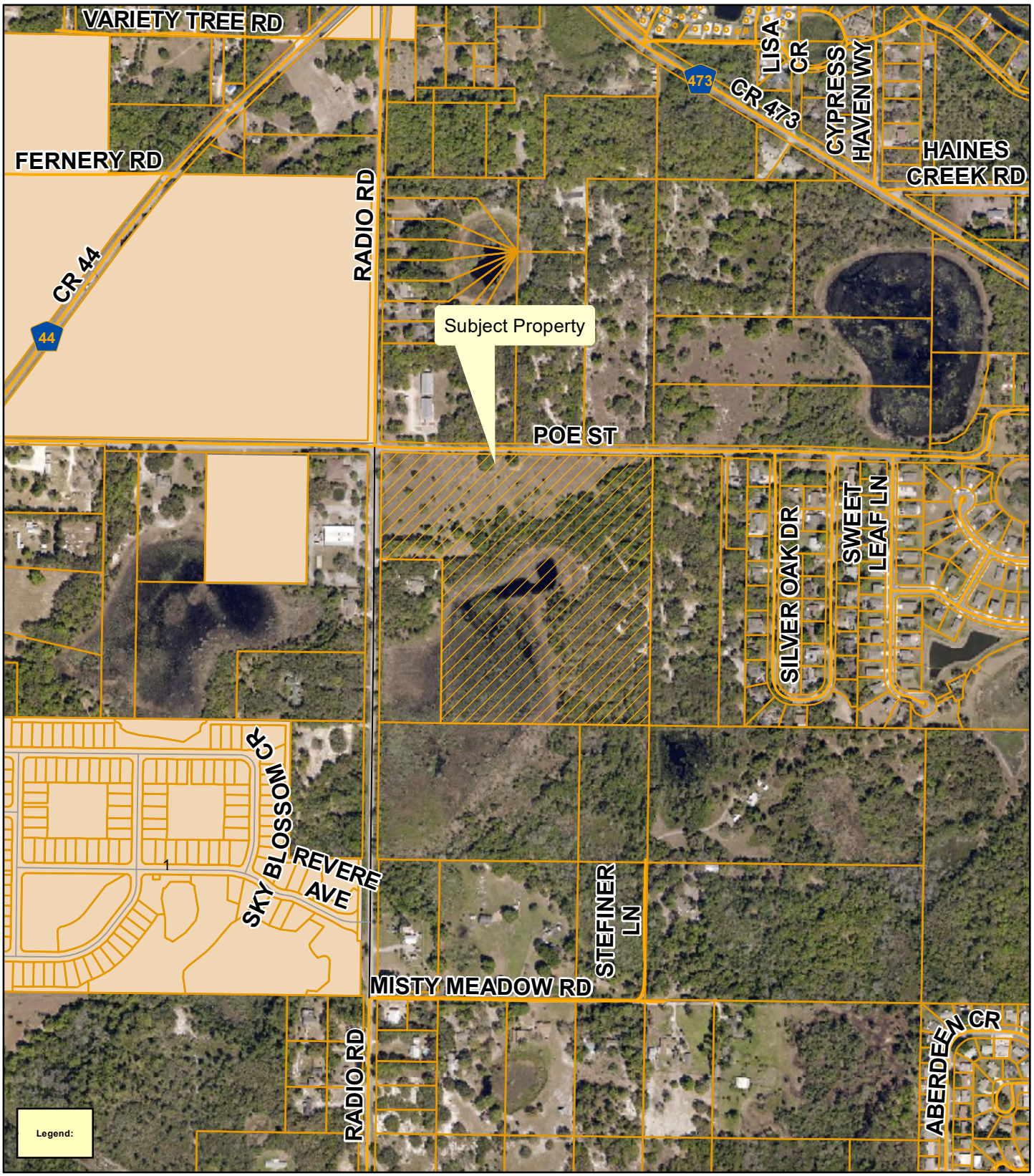
Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

Commission District



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Section 02, Township 19 South, Range 25 East
September 29, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.11.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33.25 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a single family residential subdivision for a property generally located south of Poe Street and east of Radio Road, as legally described in Section 02, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Troon Creek Preserve PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for the development of a single family residential subdivision.

Analysis:
The project site is approximately 33.25 +/- acres, and is generally located south of Poe Street and east of Radio Road as shown on the attached maps. At this time, the property is vacant and undeveloped. The existing land uses surrounding the property are residential and agricultural.

The Planning Commission held a public hearing on the application on November 18, 2021, and by a vote of 5-2 recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

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

Submission Date and Time: 2/9/2022 1:26:01 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.25 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR THE DEVELOPMENT OF A SINGLE FAMILY RESIDENTIAL SUBDIVISION FOR A PROPERTY GENERALLY LOCATED SOUTH OF POE STREET AND EAST OF RADIO ROAD, AS LEGALLY DESCRIBED IN SECTION 02, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TROON CREEK PRESERVE PUD)

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

Section 1.

Based upon the petition of Craig Rouhier Jr., Troon Development LLC, 643 Egret Place Drive, Winter Garden, Florida (petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION
BUCKNER/TROON CREEK PRESERVE

The Southwest ¼ of the Southwest ¼ of Section 2, Township 19 South, Range 25 East, Lake County, Florida; LESS the West 330 feet of the South 792 feet, and LESS the North 25 feet for road right of way.

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER:	Gene Buckner
PETITIONER:	Craig Rouhier, Jr., Troon Development, LLC
PROJECT:	Troon Creek Preserve
REQUEST:	Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.:	SSCP 21-339; PUD-21-340
MEETING DATE:	November 18, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development).

2. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg Estate is compatible with adjacent properties having Future Land Use designations which include City of Leesburg Low Density Residential, General Commercial, and with property in Lake County having Future Land Use designations of Rural and Rural Transition.

3. The site is located along a major growth corridor and near existing city utilities which are available at U.S. Highway 27.

4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: November 18, 2021
OWNER: Gene Buckner
PETITIONER: Craig Rouhier, Jr., Troon Development, LLC
PROJECT: Troon Creek Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 21-339; PUD-21-340

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/12/21

FIRE

In reference to Case Number SSCP 21-339; PUD-21-340.

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP 21-339; PUD-21-340 is outside the recommended four-minute response time for initial responding fire apparatus to 90 percent of the incidents.
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4.1.2.1

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I have attached a copy of the reservation letter for the file. Thanks, Helen LaValley 11/4/21

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

November 8, 2021

RECEIVED City of Leesburg
November 8, 2021
Troon Creek Preserve
ANNX-21-338
SSCP-21-339
PUD-21-340

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Troon Creek Preserve/ Planned Unit Development
CASE NO.: PUD-21-340

Lake County Department of Public Works recommended requirements for the Troon Creek Preserve PUD impacts to roadways and drainage systems:

Radio Road:

- Additional right-of-way maybe required along development's frontage.
- Sidewalk will need to be provided along road frontage.
- Further review of the proposed development and any offsite improvements needed beyond stated ones will be analyzed with the future application, plans and permit application submittals.

Poe Road:

- Poe Rd. is currently a county-maintained paved road that would need to be widened along the development's frontage to accommodate 12-ft lanes.
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Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

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Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Kandi Harper, Senior Planner for City of Leesburg

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: November 18, 2021

OWNER: Gene Buckner
PETITIONER: Craig Rouhier, Jr., Troon Development, LLC
PROJECT: Troon Creek Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: SSCP 21-339; PUD-21-340

GENERAL LOCATION: The property is generally located east of Radio Road and south of Poe Street.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – Lake County Regional Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County R-6 (Urban Residential District); CFD (Community Facility District)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – Lake County CFD (Community Facility District)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture (pasture)

SURROUNDING LAND USE:
North – Residential (vacant); Institutional (church); Agriculture (hay)
South – Residential (vacant)
East – Residential
West – Institutional (school); Residential

PROPOSED LAND USE: Residential subdivision

Aerial

Planning & Zoning Division

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Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
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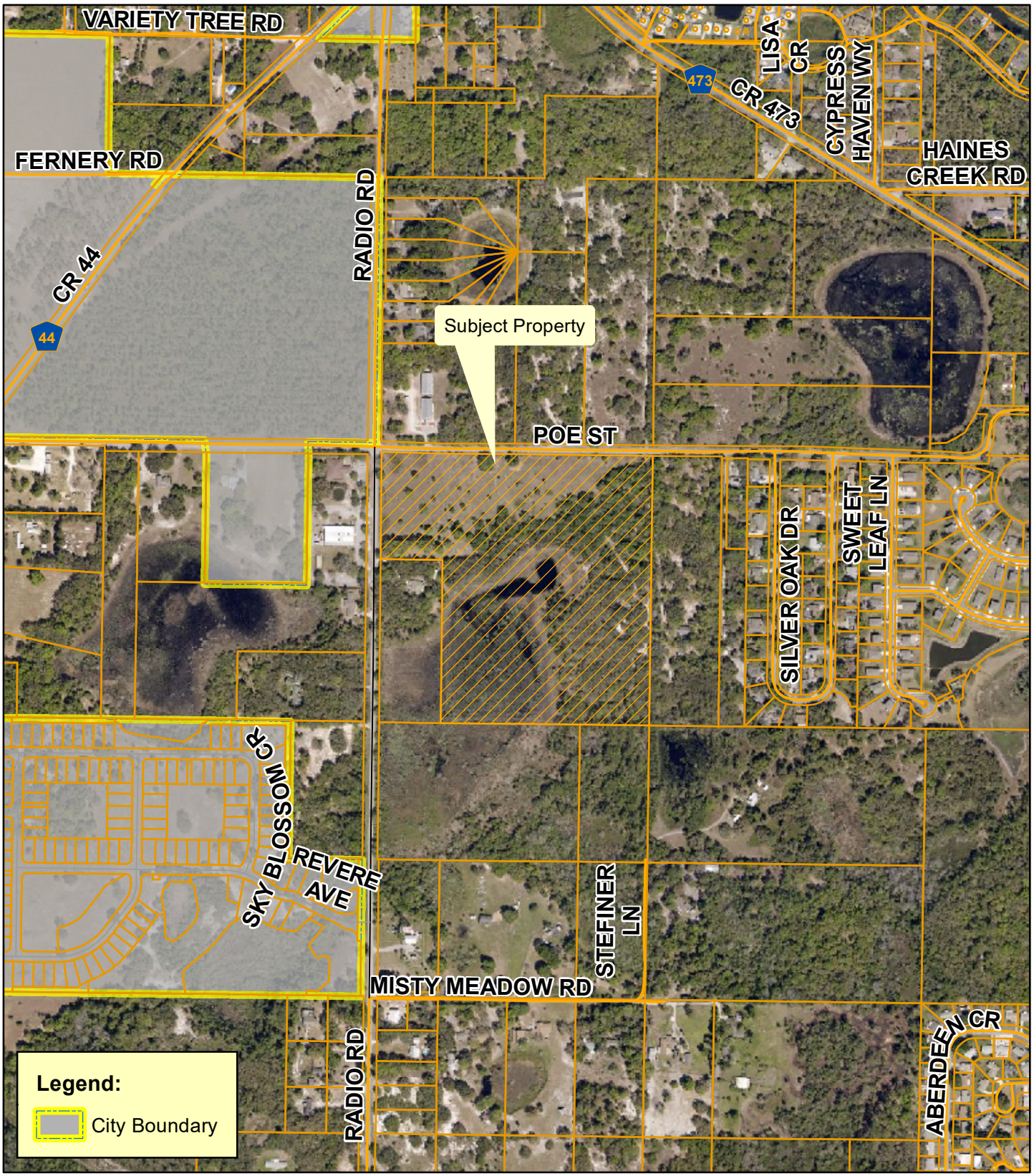
City Boundary



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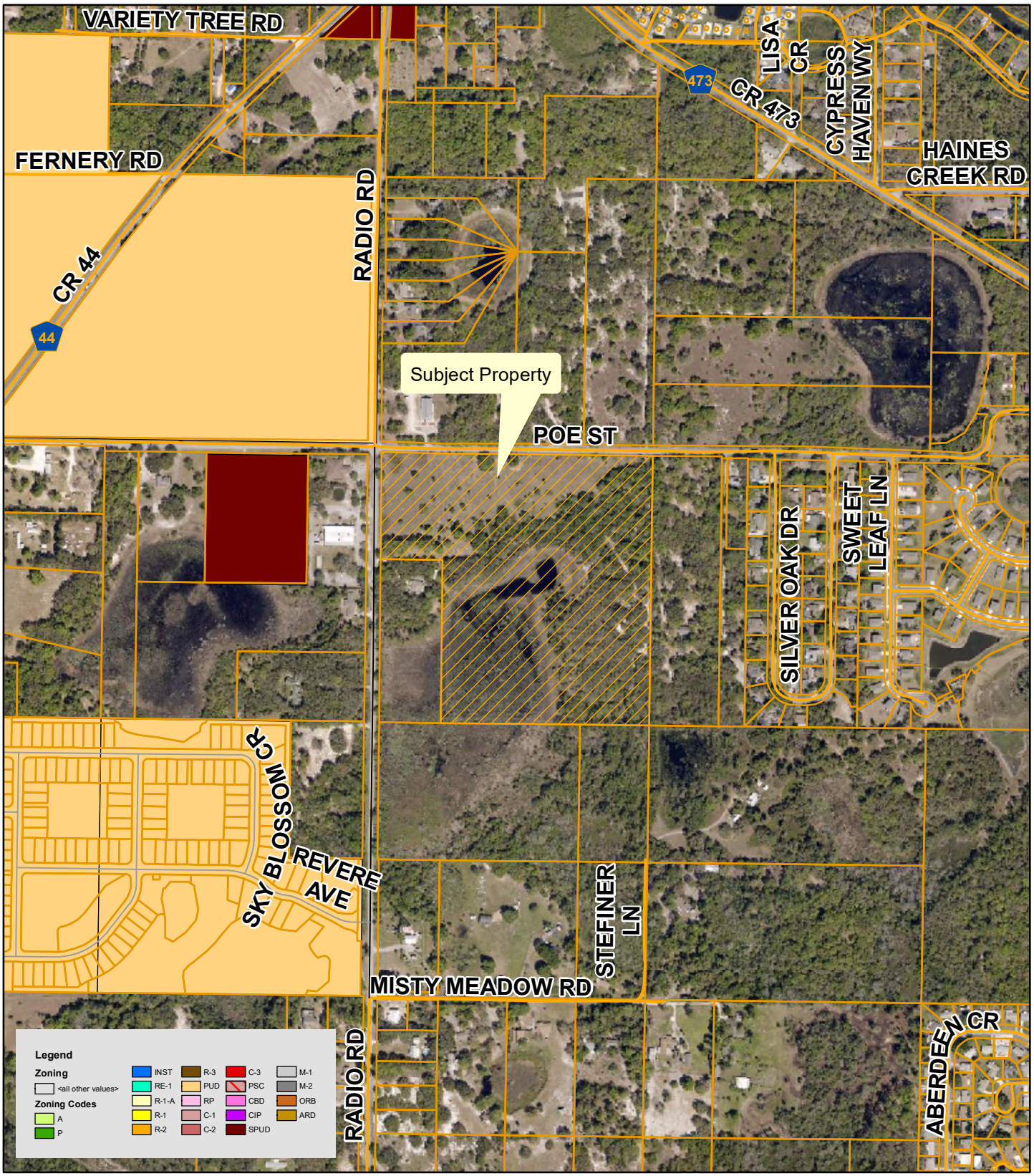
Zoning



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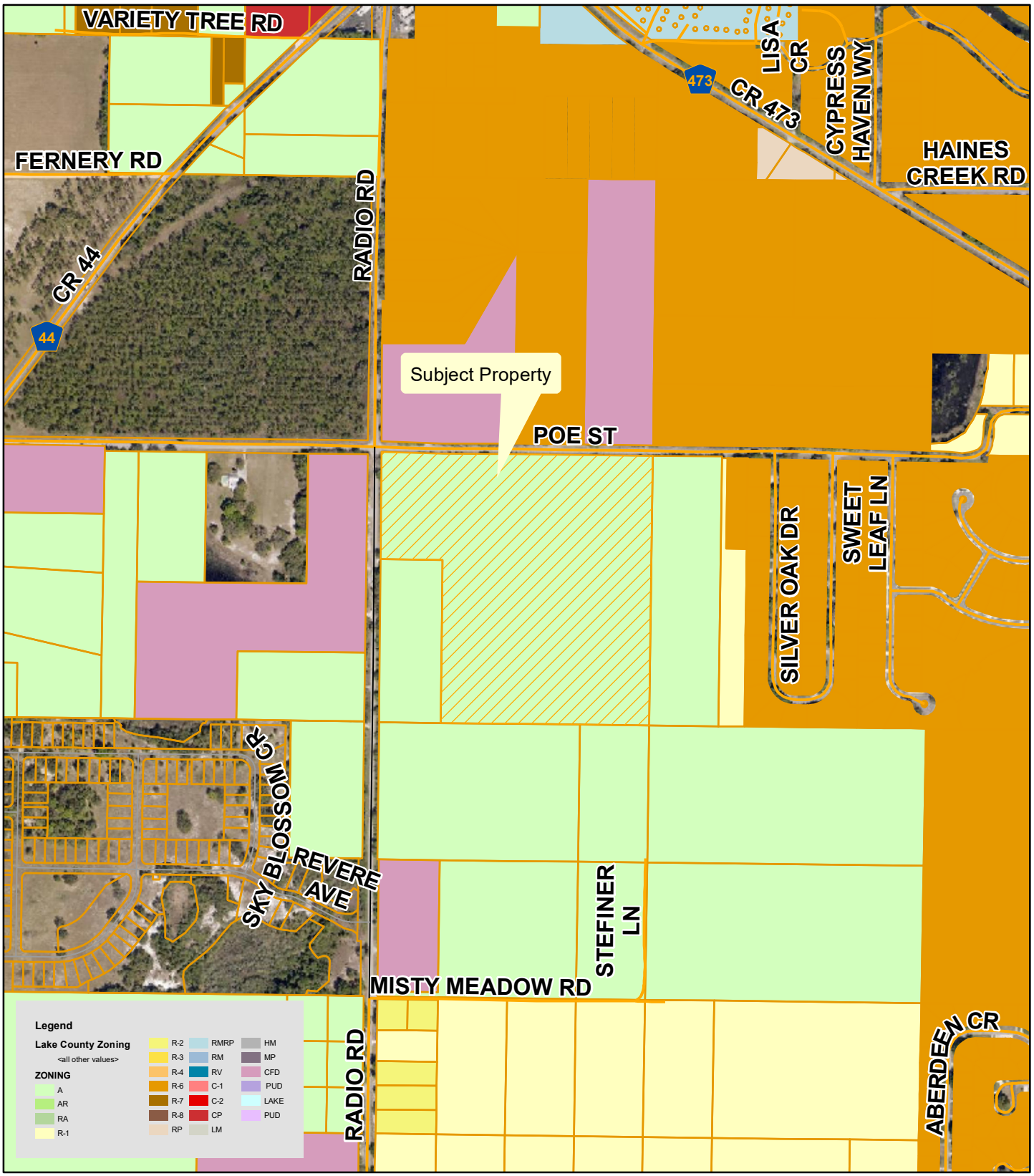
Lake County Zoning



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PROPOSED ZONING

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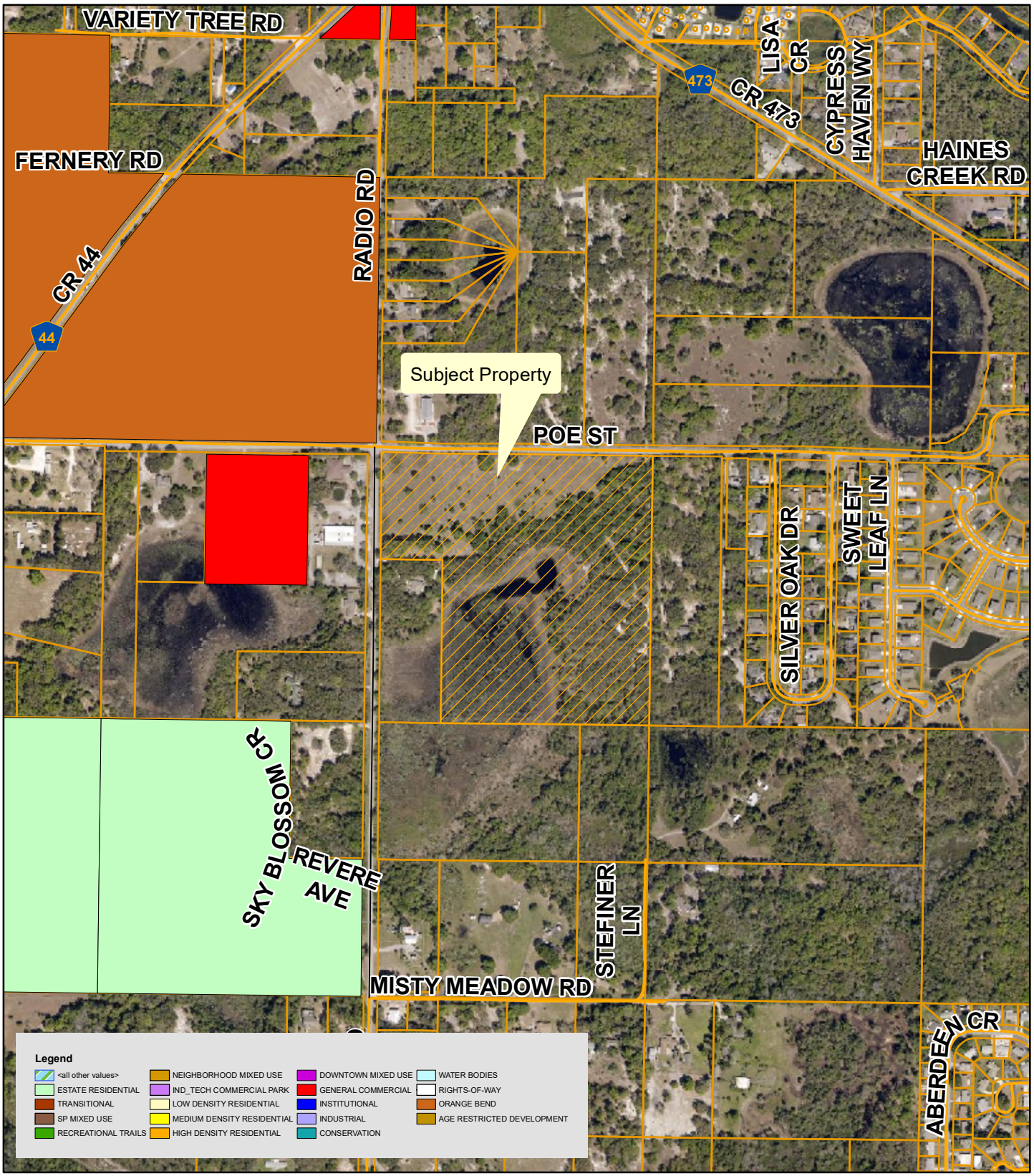

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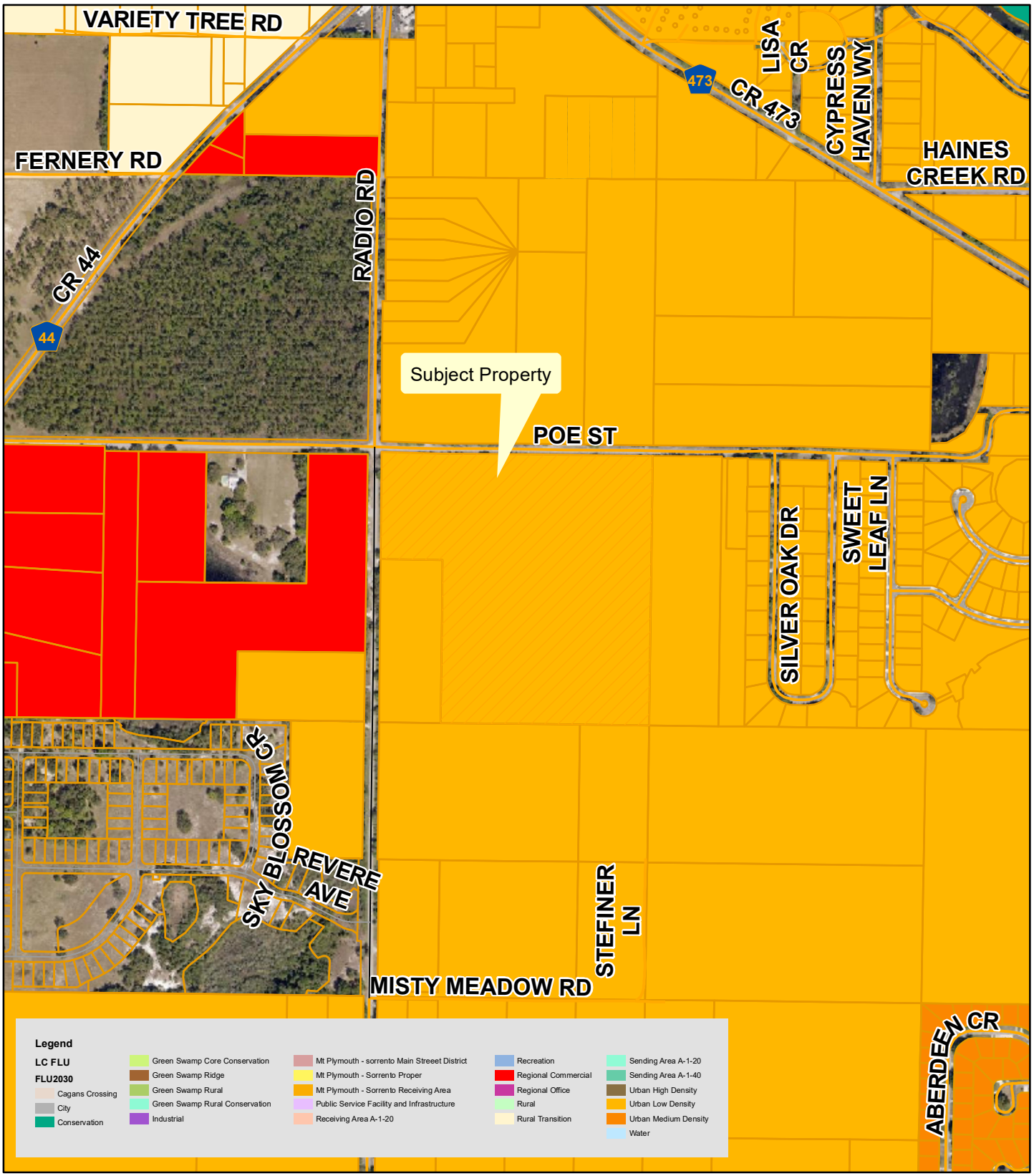
Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

Lake County Future Land Use



Planning & Zoning Division

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Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
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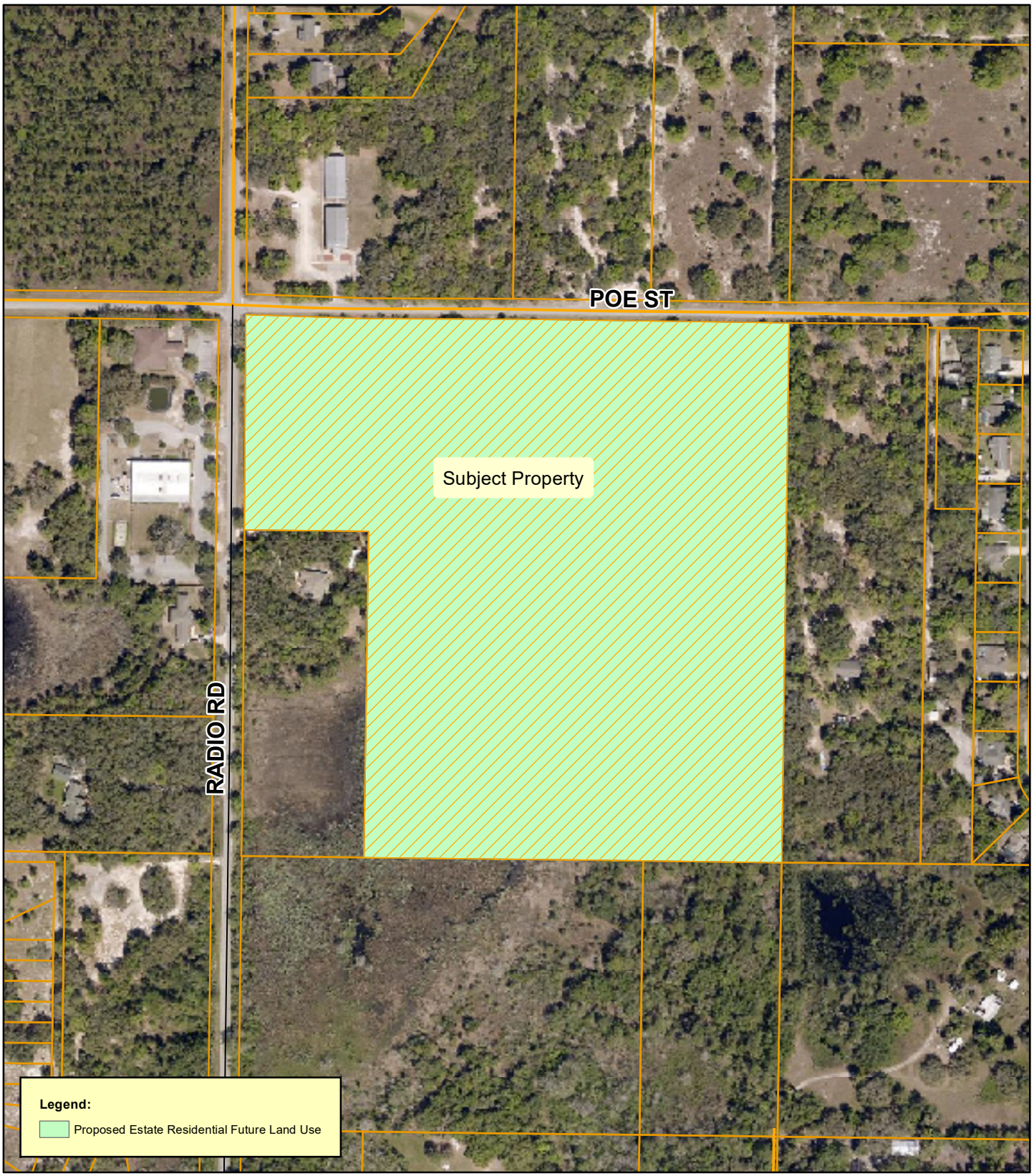
September 29, 2021

PROPOSED FUTURE LAND USE



Planning & Zoning Division

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Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

Surrounding Land Uses

Planning & Zoning Division

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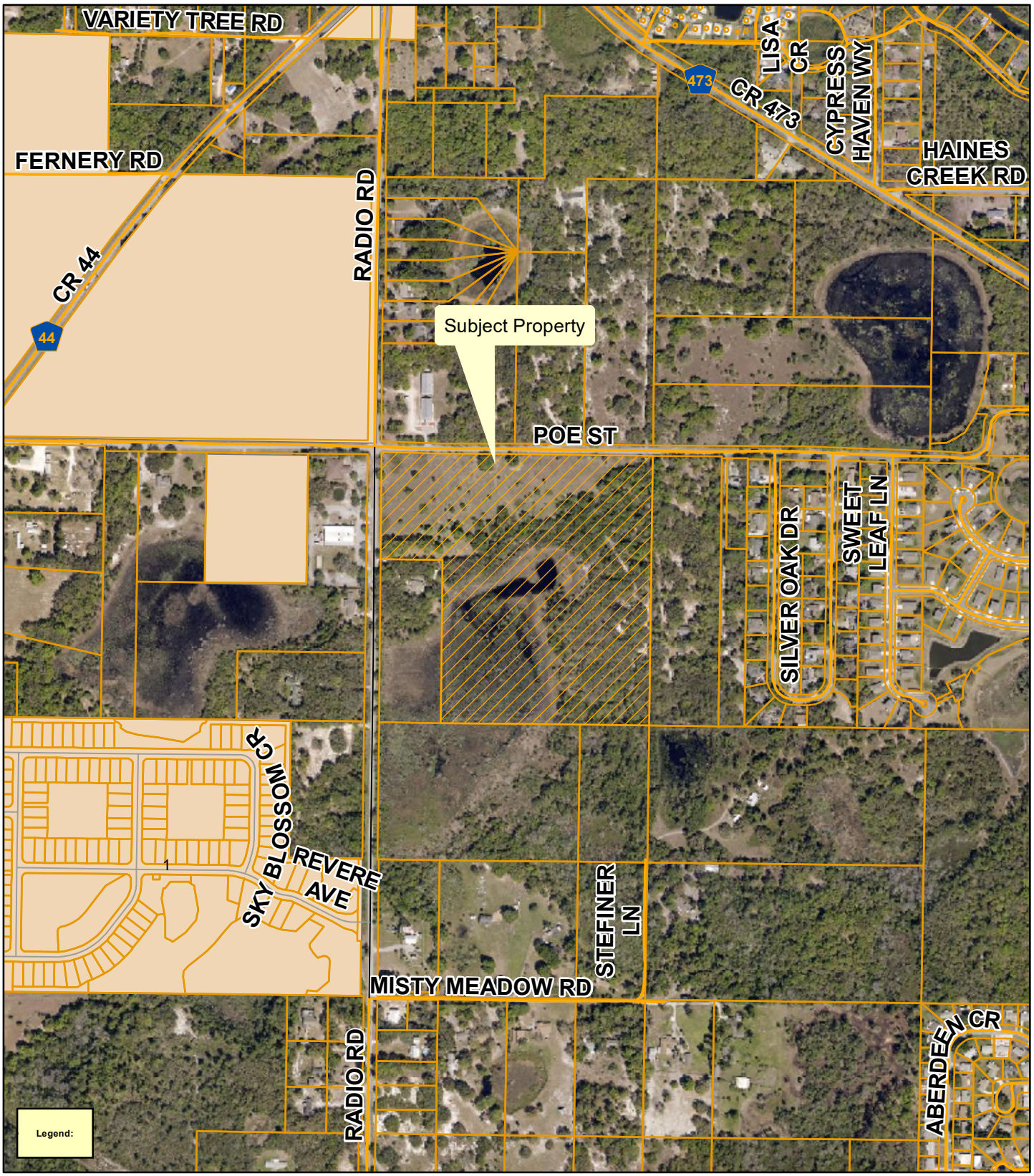
Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

Commission District



Planning & Zoning Division

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Troon Creek Preserve: ANNX-21-338, SSCP-21-339, PUD-21-340
Poe Street and CR-44
AK#: 1388066
Section 02, Township 19 South, Range 25 East
September 29, 2021

Troon Creek Preserve
Sign Posting November 4, 2021

Picture of sign posting, taken from Poe Street looking south into the property.

Picture taken from sign posting, looking north across Poe Street.

Troon Creek Preserve
Sign Posting November 4, 2021

Picture taken from sign posting looking west along Poe Street.

Picture taken from sign posting looking east along Poe Street.

Troon Creek Preserve
Sign Posting November 4, 2021

Picture taken of sign posting on Radio Road, looking east into the property.

Picture taken from sign posting on Radio Road, looking west across Radio Road.

Troon Creek Preserve
Sign Posting November 4, 2021

Picture taken from sign posting on Radio Road, looking north along Radio Road.

Picture taken from sign posting on Radio Road, looking south along Radio Road.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.12.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, amending Section 25-330, Code of Ordinances, to allow six-foot fences in side yards, subject to application of the 25-foot clear site triangle; and providing an effective date. (Fence Height on Corner Lots)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to amend Section 25-330, Code of Ordinances, to allow six-foot fences in side yards, subject to application of the 25-foot clear site triangle.

Analysis:
The City of Leesburg Code of Ordinances contains provisions for appropriate locations and heights for fences in residential districts. In residential zoning districts the maximum height is six (6) feet, which is appropriate for residentially developed areas.

Under the current code, corner lots, i.e. lots that have both front yard and side yard street frontage, are permitted to have only a four-foot fence on the street side. The specific application of this requirement has resulted in an increase in the need for variances to allow the standard six-foot height on corner lots. As variances can be expensive and consume considerable staff time while not providing a benefit to the city or homeowner, staff is respectfully requesting an amendment to the code. This ordinance will be effective for PUD zoning only.

The Planning Commission held a public hearing on October 21, 2021, and by a vote of 7-0 recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposal to amend Section 25-330, Code of Ordinances; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Approval of this ordinance will have no fiscal impact.

Submission Date and Time: 2/9/2022 1:27:55 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING SECTION 25-330, CODE OF ORDINANCES, TO ALLOW SIX-FOOT FENCES IN SIDE YARDS, SUBJECT TO APPLICATION OF THE 25-FOOT CLEAR SITE TRIANGLE; AND PROVIDING AN EFFECTIVE DATE. (FENCE HEIGHT ON CORNER LOTS)

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

Section 1.

Chapter 25 - Section 25-330. Garden walls, fences, and hedges.
The Code of Ordinances of the City of Leesburg, Florida, Chapter 25 – Section 25-330, is hereby amended as follows:

(3) *Side yard of corner lot in a standard residential district.* All garden walls, fences, or hedges located in the side-yard abutting the secondary street of a corner lot must not exceed (4) feet in height.
a. *Side yard of corner lot in Planned Residential Zoning Districts. Garden walls, fences or hedges* located outside of the clear site visibility triangle, as described in Sec. 25-280(4), must not exceed six (6) feet in height.

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 _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Sec. 25-330. Garden walls, fences, and hedges.

All garden walls, fences or hedges located or constructed within the required yard area shall conform to the following regulations, except where special requirements are set forth for specific screening purposes elsewhere in this article.

(1) *Front yard in a residential district.* All garden walls, fences or hedges located within the required front yard shall not exceed four (4) feet in height.

(2) *Side and rear yards in a residential district.* All garden walls, fences or hedges located within the required side or rear yards shall not exceed six (6) feet in height.

(3) *Side yard of corner lot in a standard residential district.* All garden walls, fences, or hedges located in the side-yard abutting the secondary street of a corner lot must not exceed (4) feet in height.

a. *Side yard of corner lot in Planned Residential Zoning Districts. Garden walls, fences or hedges* located outside of the clear site visibility triangle, as described in Sec. 25-280(4), must not exceed six (6) feet in height.

(4) *Rear yard abutting water in a residential district.* All garden walls, fences, or hedges located in the required rear yard abutting a body of water shall not exceed four (4) feet in height.

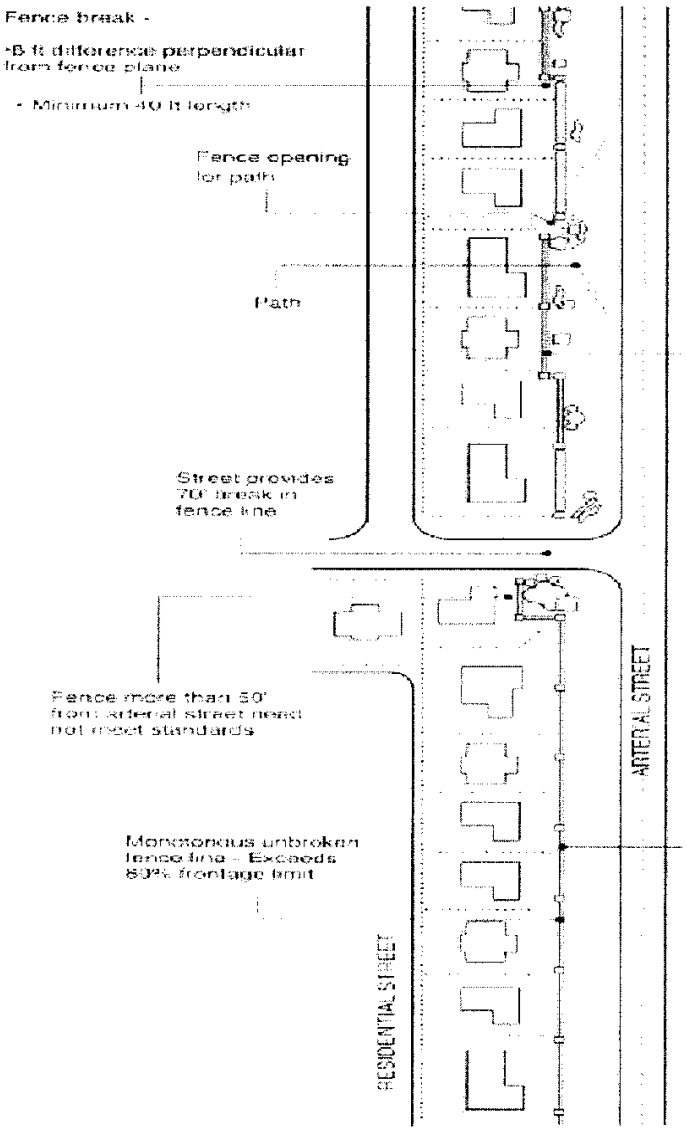
(5) *Commercial and industrial districts.* All garden walls, fences, or hedges located in a commercial or industrial district shall not exceed eight (8) feet in height and must be constructed to allow an unobstructed view of the front yard of the property from adjacent property or a public street.

(6) *Perimeter fences and walls along collector or arterial street.* All perimeter fences and walls located adjacent to these streets shall meet the following requirements:

a. No more than sixty (60) percent of the street frontage may be occupied by the fence or wall; and

b. The required forty (40) percent openings in the fence or wall frontage may occur to provide exposure for intersecting streets, pedestrian entryways, parks or open space, or any non-walled or non-fenced land use (e.g., a church or school). Fences or walls that have a surface area that is twenty-five (25) percent or less opaque, hedges and screens composed of living plant material, or any land use with a wall or fence lower than forty-two (42) inches may count toward the forty (40) percent requirement. Treatments should emphasize the incorporation of berms and landscape materials.

c. A break in the length of the wall or fence shall be required every forty (40) feet in length (measured parallel to the street), at least eight (8) feet wide (measured perpendicular to the street), and is landscaped with at least one (1) tree and one (1) row of shrubs for each forty (40) feet in length. Landscaping shall incorporate species with seasonal color and plant variety and shall be in addition to any other landscaping required in this Code.



(7) *Transition yard screening requirements.* Where a residential district abuts a nonresidential district, there shall be provided, by the nonresidential development, an opaque screen adequate to conceal such developments from the adjacent residential property. Such screen must be the maximum height, which is allowed elsewhere in this chapter. No such screen shall be required in the front yard of the nonresidential development.

(8) *Use of barbed wire.* No fence shall be maintained or constructed, in whole or in part, of barbed wire, unless it is in an M-1 or M-2 (industrial) district, or an approved A (agricultural) district use, unless it is specifically allowed in a conditional use permit or a planned district within another zoning classification, based on the necessity of barbed wire for the particular use permitted by the conditional use, or unless it is in conjunction with either (1) a use by a public body, or (2) bona fide commercial agricultural pursuits lawfully being carried on in the particular zoning district involved.

(9) *General regulations.* The following regulations shall apply to fences in all zoning districts or as specified.

Homeowners and occupants are responsible for ensuring the proper maintenance of fence structures. This includes the repair/replacement of all posts, gates, and other structural elements, and ensuring your fence is properly painted.

(Ord. No. 11-89, § I, 9-26-11)

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.13.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.00 +/- acres; and being generally located north of West Main Street and west of CR-468, lying in Section 28, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Blackton AX).

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Blackton Property.

Analysis:
The applicant has submitted a request for annexation of approximately 1.00 acre of land generally located north of West Main Street and west of CR-468, as shown on the attached General Location Map. At this time, part of the property contains single-family homes, and is otherwise vacant and undeveloped. The current zoning is Lake County R-6 (Urban Residential District); the proposed zoning is City C-3 (Highway Commercial). The reason for this request is to receive water and sewer service for the purpose of developing commercial buildings.

The property is surrounded by Lake County A (Agriculture), Lake County R-6 (Urban Residential District), City of Leesburg C-3 (Highway Commercial) and City of Leesburg M-1 (Industrial). Under the conditions of the SPUD (Small Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendments, which along with the Small Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission. The Planning Commission held a public hearing on this request on January 20, 2022, and by a vote of 7-0 recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

Submission Date and Time: 2/9/2022 1:29:40 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.00 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF WEST MAIN STREET AND WEST OF CR-468, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (BLACKTON AX).

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.

Based upon the petition of Blackton Property, (Matthews Hanna Construction Inc, Agent) 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 is hereby assigned to City Commission District 3.;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT "A"

1.) Property Addresses:

a. (Alt key 1292484) 131 COUNTY ROAD 468, LEESBURG, FL 34748
b. (Alt key 1292719) 125 COUNTY ROAD 468, LEESBURG, FL 34748
c. (Alt key 3809261) 107 COUNTY ROAD 468, LEESBURG, FL 34748

5.) Properties are generally located near the following streets: CR468 & Main Street

Size of properties:

a. (Alt key 1292484) Acres: 0.229048, Zoning R-6, Present Use: Residence, Proposed Use: Commercial
b. (Alt key 1292719) Acres: 0.229243, Zoning R-6, Present Use: Residence, Proposed Use: Commercial
c. (Alt key 3809261) Acres: 0.547339, Zoning R-6, Present Use: Vacant, Proposed Use: Commercial

7.) Number of existing structures on properties and their present uses:

a. (Alt key 1292484) (2) Structures; (1) Residential Building, (1) Utility Building
b. (Alt key 1292719 (1) Residential Building
c. (Alt key 3809261) None

10.) Legal Descriptions/Section/Township/Range/Alt Key:

a. From the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 28, Township 19 South, Range 24 East, Lake County, Florida, run South 89 degrees 49'20" East along said section line for 1178.81 feet to the Point of Beginning, run thence South 89 degrees 49'20" East along said section line for 103 feet to the Westerly right-of-way line of State Road No. 468, thence South 0 degrees 23'40" West along said right-of-way line for 97 feet, thence North 89 degrees 49'20" West for 103 feet, thence North 0 degrees 23'40" East for 97 feet to the Point of Beginning.

Section 28/Township 19 South/Range 24 East

Alternate Key: 1292484

b. Begin 1281.81 feet East and 97 feet South of the Northwest corner of the Northwest 1/4 of the Northwest 1/4, run West 103 feet, South 96.8 feet, East 103 feet to the Westerly right-of-way of Country Road 468, North along right-of-way to Pont of Beginning, all being in Section 28, Township 19 South, Range 24 East, Lake County, Florida

Section 28/Township 19 South/Range 24 East

Alternate Key: 1292719

c. BEGIN AT THE NORTH LINE OF SECTION AT A POINT 103 FEET WEST OF THE RIGHT-OF-WAY LINE OF COUNTY ROAD 468, RUN SOUTH 288.90 FEET, EAST 103 FEET TO WESTERLY RIGHT-OF-WAY OF COUNTY 468, SOUTHERLY ALONG RIGHT-OF-WAY TO NORTHERLY RIGHT-OF-WAY OF STATE ROAD 44 AND POINT A; RETURN TO POINT OF BEGINNING, RUN WEST ALONG NORTH LINE OF SECTION TO EAST LINE OF CENTRAL FLORIDA INDUSTRIAL PARK SUBDIVISION, SOUTH TO WEST LINE OF STATE ROAD 44, NORTHEASTERLY ALONG SAID STATE ROAD 44 TO POINT A, SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS AND EXCEPT THE FOLLOWING: THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF CENTRAL FLORIDA INDUSTRIAL PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 49 AND 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN S 89° 47'10" E 473.74 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE RUNS 00°25'14" W 364.61 FEET TO THE POINT OF BEGINNING; THENCE S 89°34'47" E 144.79 FEET TO THE WEST RIGHT-OF-WAY OF COUNTY ROAD 468; THENCE S 00°25'14" W ALONG SAID RIGHT-OF-WAY 240.43 FEET TO A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN S 00°25'14" W A DISTANCE OF 29.49 FEET; THENCE S 79°37'58" W A DISTANCE OF 172.33 FEET; THENCE RUN S 10°22'02" E A DISTANCE OF 252.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 44; THENCE N 79°037'58" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIN LABELED LB707 SAID POINT BEING AN ANGLE POINT OF THE INTERSECTION OF THE SAID NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 44 AND THE SAID WEST RIGHT-OF-WAY OF COUNTY ROAD NO 468; THENCE N 39°10'24" E ALONG THE SAID RIGHT-OF-WAYS A DISTANCE OF 27.79 FEET TO THE AFOREMENTIONED POINT "A" AND THE END OF THIS DESCRIPTION.

LESS AND EXCEPT:
THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF CENTRAL FLORIDA INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGES 49 AND 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°47'10"E 473.74 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE RUN S00°25'14"W 394.10 FEET; THENCE S79°37'58"W 172.33 FEET TO THE POINT OF BEGINNING; THENCE s 10°22'02"E 252.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 44; THENCE S79°37'58"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET; THENCE

Aerial

Planning & Zoning Division

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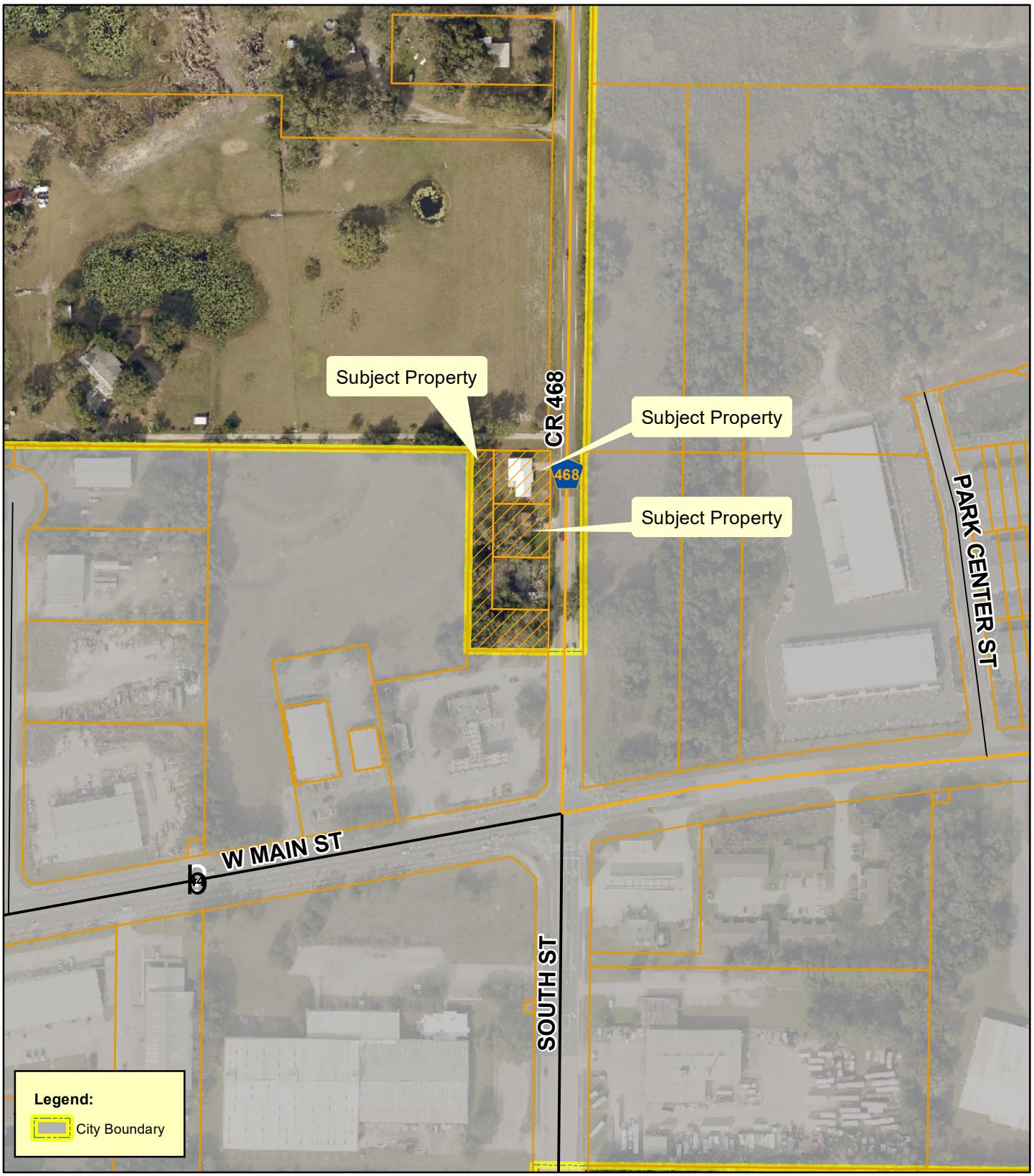
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

City Boundary



Planning & Zoning Division

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Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Surrounding Land Uses

Planning & Zoning Division

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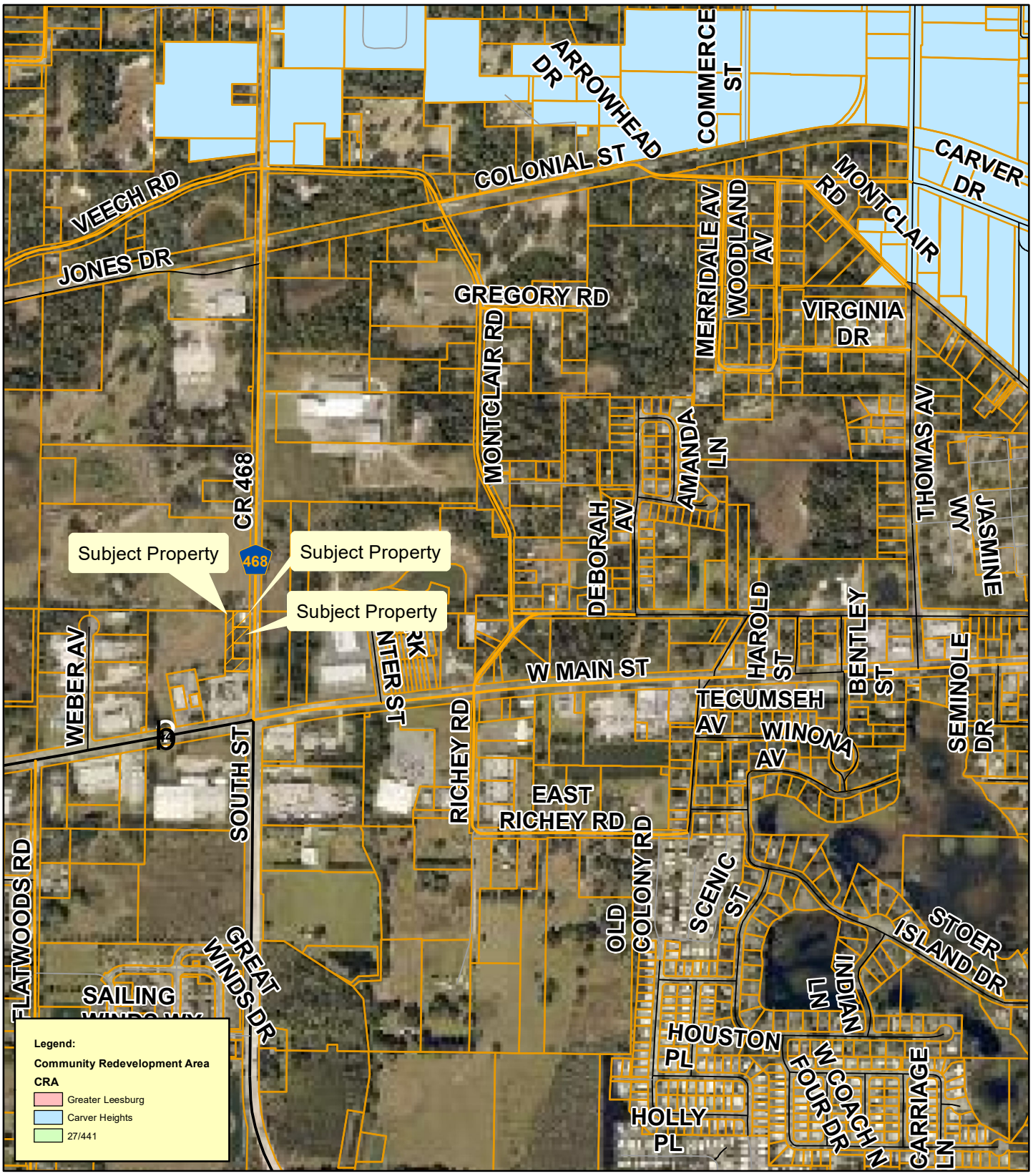
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Community Redevelopment Area



Planning & Zoning Division

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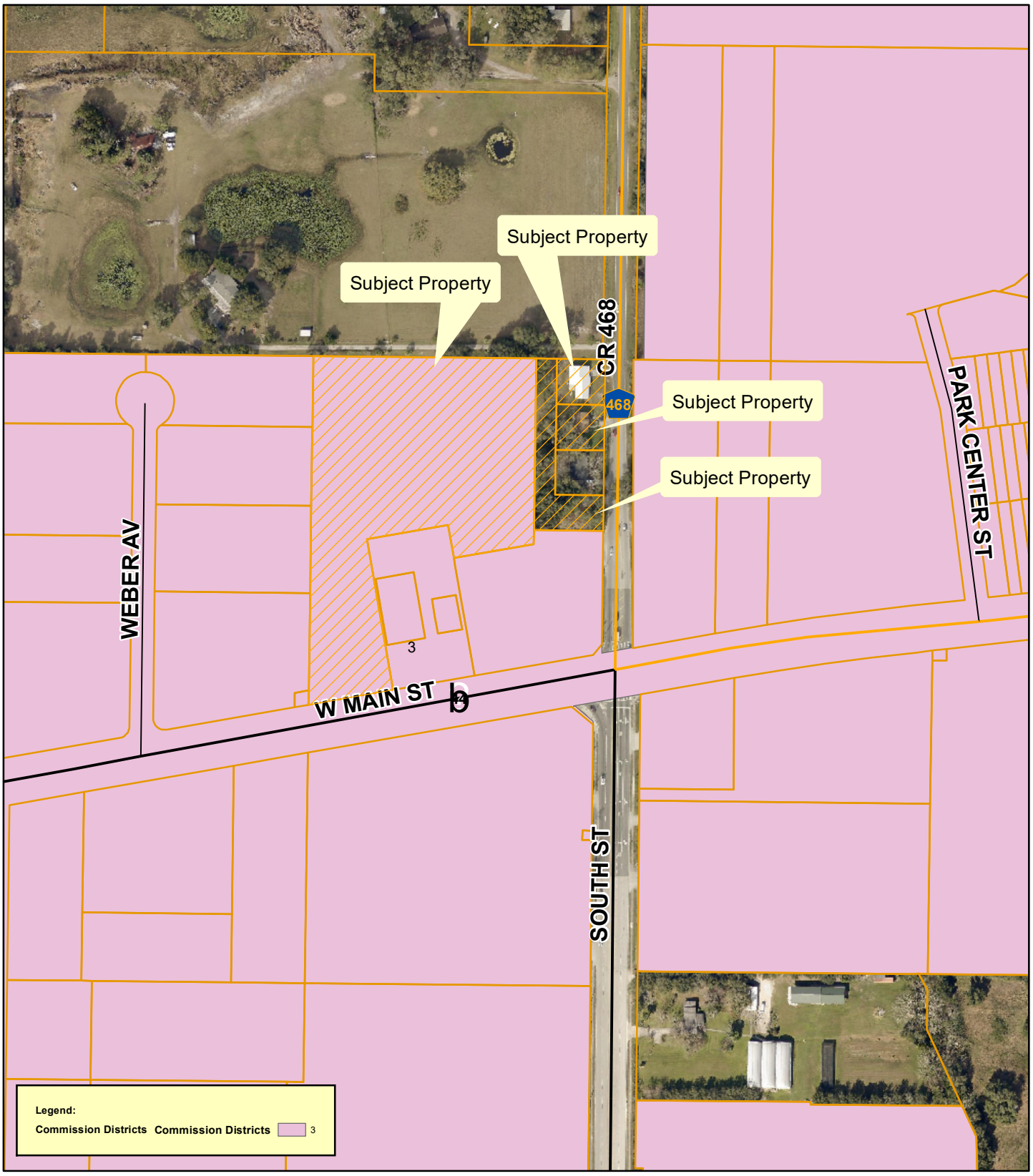
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Commission District



Planning & Zoning Division

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Blackton / Wooden Cork, LLC
131 CR-468, 125 CR-468, 107 CR-468 and West Main Street
Section 28, Township 19 South, Range 24 East
December 27, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.14.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1.00 +/- acres from Lake County to City of Leesburg General Commercial, for a property generally located north of West Main Street and west of CR-468 as legally described in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blackton SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 1.00 +\- acres from Lake County to City of Leesburg General Commercial.

Analysis:
The project site is approximately 1.00 acre. The property is generally located north of West Main Street and west of CR-468. Currently, the property has single-family homes, and is vacant and undeveloped. The proposed use is for commercial buildings. The surrounding Future Land Use Map designation of Lake County Urban Medium Density, City of Leesburg General Commercial, and City of Leesburg Industrial is compatible, as conditioned in the rezoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City C-3 (General Commercial) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by 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 January 20, 2022 and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of 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.

Submission Date and Time: 2/9/2022 1:31:18 PM

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 1.00 +/- ACRES FROM LAKE COUNTY TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF WEST MAIN STREET AND WEST OF CR-468 AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BLACKTON SSCP)

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

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

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 33.25 +/- acres of land generally located south of Poe Street and east of Radio Road from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 02, Township 19 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT "A"

1.) Property Addresses:

a. (Alt key 1292484) 131 COUNTY ROAD 468, LEESBURG, FL 34748
b. (Alt key 1292719) 125 COUNTY ROAD 468, LEESBURG, FL 34748
c. (Alt key 3809261) 107 COUNTY ROAD 468, LEESBURG, FL 34748

5.) Properties are generally located near the following streets: CR468 & Main Street

Size of properties:

a. (Alt key 1292484) Acres: 0.229048, Zoning R-6, Present Use: Residence, Proposed Use: Commercial
b. (Alt key 1292719) Acres: 0.229243, Zoning R-6, Present Use: Residence, Proposed Use: Commercial
c. (Alt key 3809261) Acres: 0.547339, Zoning R-6, Present Use: Vacant, Proposed Use: Commercial

7.) Number of existing structures on properties and their present uses:

a. (Alt key 1292484) (2) Structures; (1) Residential Building, (1) Utility Building
b. (Alt key 1292719 (1) Residential Building
c. (Alt key 3809261) None

10.) Legal Descriptions/Section/Township/Range/Alt Key:

a. From the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 28, Township 19 South, Range 24 East, Lake County, Florida, run South 89 degrees 49'20" East along said section line for 1178.81 feet to the Point of Beginning, run thence South 89 degrees 49'20" East along said section line for 103 feet to the Westerly right-of-way line of State Road No. 468, thence South 0 degrees 23'40" West along said right-of-way line for 97 feet, thence North 89 degrees 49'20" West for 103 feet, thence North 0 degrees 23'40" East for 97 feet to the Point of Beginning.

Section 28/Township 19 South/Range 24 East

Alternate Key: 1292484

b. Begin 1281.81 feet East and 97 feet South of the Northwest corner of the Northwest 1/4 of the Northwest 1/4, run West 103 feet, South 96.8 feet, East 103 feet to the Westerly right-of-way of Country Road 468, North along right-of-way to Pont of Beginning, all being in Section 28, Township 19 South, Range 24 East, Lake County, Florida

Section 28/Township 19 South/Range 24 East

Alternate Key: 1292719

c. BEGIN AT THE NORTH LINE OF SECTION AT A POINT 103 FEET WEST OF THE RIGHT-OF-WAY LINE OF COUNTY ROAD 468, RUN SOUTH 288.90 FEET, EAST 103 FEET TO WESTERLY RIGHT-OF-WAY OF COUNTY 468, SOUTHERLY ALONG RIGHT-OF-WAY TO NORTHERLY RIGHT-OF-WAY OF STATE ROAD 44 AND POINT A; RETURN TO POINT OF BEGINNING, RUN WEST ALONG NORTH LINE OF SECTION TO EAST LINE OF CENTRAL FLORIDA INDUSTRIAL PARK SUBDIVISION, SOUTH TO WEST LINE OF STATE ROAD 44, NORTHEASTERLY ALONG SAID STATE ROAD 44 TO POINT A, SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS AND EXCEPT THE FOLLOWING: THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF CENTRAL FLORIDA INDUSTRIAL PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 49 AND 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN S 89° 47'10" E 473.74 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE RUNS 00°25'14" W 364.61 FEET TO THE POINT OF BEGINNING; THENCE S 89°34'47" E 144.79 FEET TO THE WEST RIGHT-OF-WAY OF COUNTY ROAD 468; THENCE S 00°25'14" W ALONG SAID RIGHT-OF-WAY 240.43 FEET TO A POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING AND RUN S 00°25'14" W A DISTANCE OF 29.49 FEET; THENCE S 79°37'58" W A DISTANCE OF 172.33 FEET; THENCE RUN S 10°22'02" E A DISTANCE OF 252.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 44; THENCE N 79°037'58" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO AN IRON PIN LABELED LB707 SAID POINT BEING AN ANGLE POINT OF THE INTERSECTION OF THE SAID NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 44 AND THE SAID WEST RIGHT-OF-WAY OF COUNTY ROAD NO 468; THENCE N 39°10'24" E ALONG THE SAID RIGHT-OF-WAYS A DISTANCE OF 27.79 FEET TO THE AFOREMENTIONED POINT "A" AND THE END OF THIS DESCRIPTION.

LESS AND EXCEPT:
THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF CENTRAL FLORIDA INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGES 49 AND 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°47'10"E 473.74 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE RUN S00°25'14"W 394.10 FEET; THENCE S79°37'58"W 172.33 FEET TO THE POINT OF BEGINNING; THENCE s 10°22'02"E 252.34 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 44; THENCE S79°37'58"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 175.00 FEET; THENCE

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Michael W. Blackton
PETITIONER: Michael W. Blackton
PROJECT: Blackton
REQUEST: Small Scale Comprehensive Plan Amendment
CASE NO.: SSCP-21-372

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.

2. The proposed request, as conditioned in City of Leesburg case number SSCP-21-372, is compatible with the adjacent future land use designations of Lake County Urban Medium Density, City of Leesburg General Commercial, and City of Leesburg Industrial.

3. The proposed request as conditioned in City of Leesburg Case number RZ-21-373, is compatible with the current surrounding zoning districts of Lake County A (Agriculture) and City of Leesburg C-3 (Highway Commercial).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County to City of Leesburg General Commercial and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: January 20, 2022

OWNER: Michael W. Blackton
PETITIONER: Michael W. Blackton
PROJECT: Blackton
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to C-3 (Highway Commercial)
CASE NO.: SSCP 21-372; RZ-21-373

GENERAL LOCATION: The property is generally located north of West Main Street and west of County Road 468.

FUTURE LAND USE DESIGNATION: Lake County – no designation provided

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – City of Leesburg Industrial; City of Leesburg General Commercial
East – City of Leesburg General Commercial
West – City of Leesburg Industrial

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – City of Leesburg C-3 (Highway Commercial)
East – City of Leesburg C-3 (Highway Commercial); Lake County R-6 (Urban Residential District)
West – City of Leesburg M-1 (Industrial)

PROPOSED ZONING DESIGNATION: City of Leesburg C-3 (Highway Commercial)

EXISTING LAND USE: Undeveloped parcel and single-family homes.

SURROUNDING LAND USE:

North – Single Family Residential
South – Commercial; Warehousing; Light Manufacturing
East – Commercial
West – Central Florida Industrial Park (light manufacturing)

PROPOSED LAND USE: Commercial buildings

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: January 4, 2022
OWNER: Michael W. Blackton
PETITIONER: Michael W. Blackton
PROJECT: Blackton Commercial Buildings
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to C-3 (Highway Commercial)
CASE NO.: ANNX-21-371; SSCP 21-372; RZ-21-373

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/14/22

FIRE

No comments from Fire Department. Amanda Stevenson 1/11/22

ELECTRIC

Electric will require easements for this project. The developer will need to contact us prior to submitting the plans for DRC review. We will need to know if the buildings will be three phases. Additional costs may be due for installation of power. They can reach out to me at Steve.Davis@leesburgflorida.gov, or Timothy.thomas@leesburgflorida.gov. Steve Davis 1/5/22

GAS

No issues here. Robert Thilmony 1/6/22

Natural Gas is available. Brandon Smith 1/11/22

GIS

GIS has no comments. Tammy Magamoll 1/13/22

BUILDING

No comments received as of 1/14/22

PUBLIC WORKS

Public Works has no issues with this. FDOT is working on a complete street design concept for West Main Street, but the area the requestor is developing should be unaffected. Clifford Kelsey 1/6/22

ADDRESSING

No comments received as of 1/14/22

ECONOMIC DEVELOPMENT

No comments received as of 1/14/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Thanks, Seth Lynch 1/14/22

LAKE COUNTY SCHOOLS

The school district does not have any comments for the annexation, small scale CPA or the rezoning to commercial highway. Thanks, Helen LaValley 1/14/22

PUBLIC RESPONSES

Approval

1 approval

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

January 13, 2022

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Blacktron Commercial / Planned Unit Development
CASE NO.: REZ-21-373

Lake County Department of Public Works recommended requirements for the Blacktron Commercial rezoning's future impacts to roadways and drainage systems:

CR 468:

- Additional right-of-way maybe required along development's frontage.
- Sidewalk will need to be provided along road frontage.
- Site will be required to have both left and right turn lanes for the access off CR 468.
- Cross access to the neighboring property both existing commercial and non should be provided. When future development from the surrounding properties occurs, then the improves for interconnectivity for cross access can be completed.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and out to the public roads (SR 44 and CR 468).

Traffic:

- A Traffic Impact Analysis will be required of this development for review by Lake-Sumter MPO and Lake County.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

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

Please be advised that this is letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that which be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please let me know if you have any questions on the comments and recommendations I have provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Michele Janiszewski, Chief Planner for Lake County
Kandi Harper, Senior Planner for City of Leesburg

Aerial

Planning & Zoning Division

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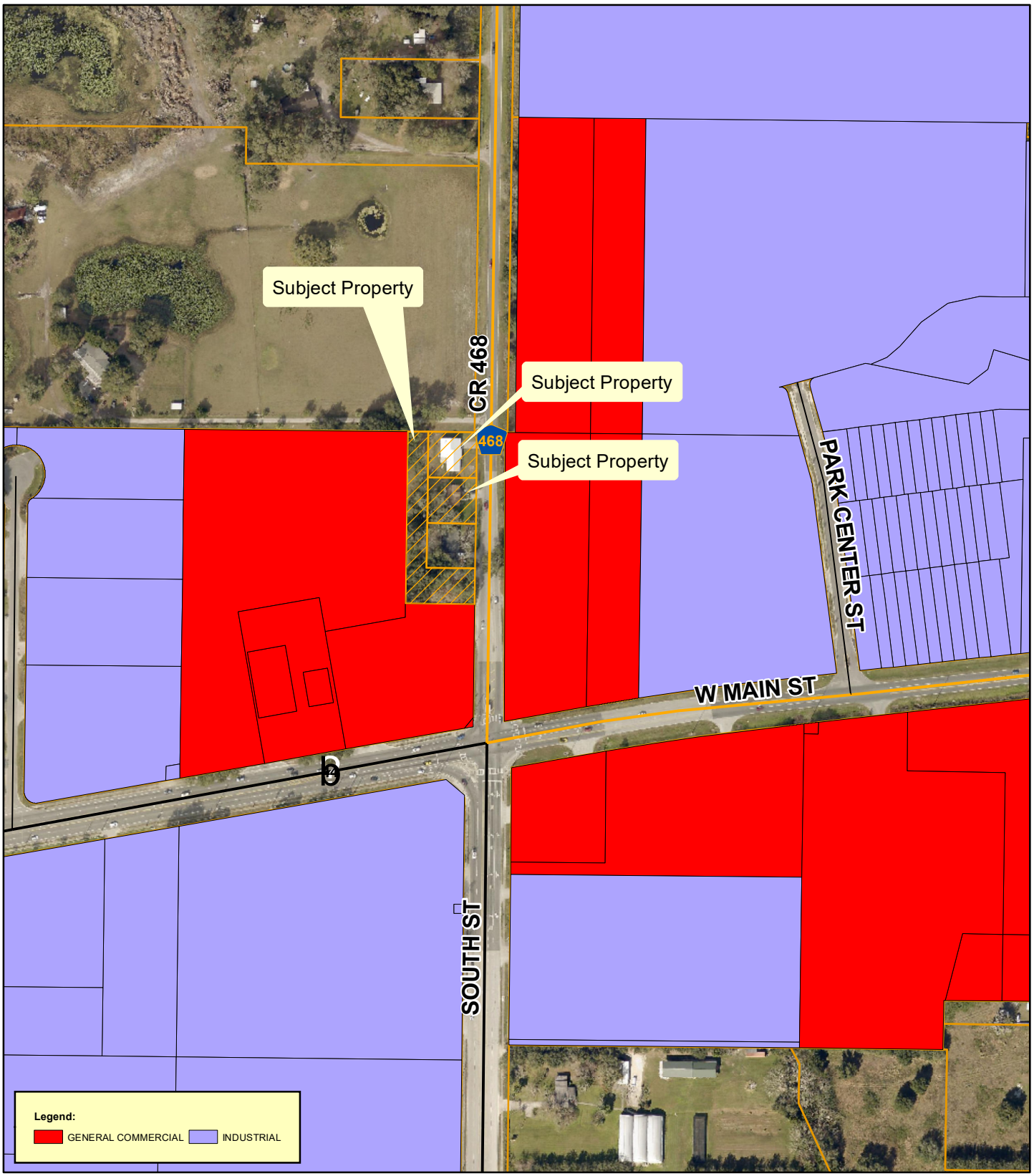
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Future Land Use



Planning & Zoning Division

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Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Lake County Future Land Use

Planning & Zoning Division

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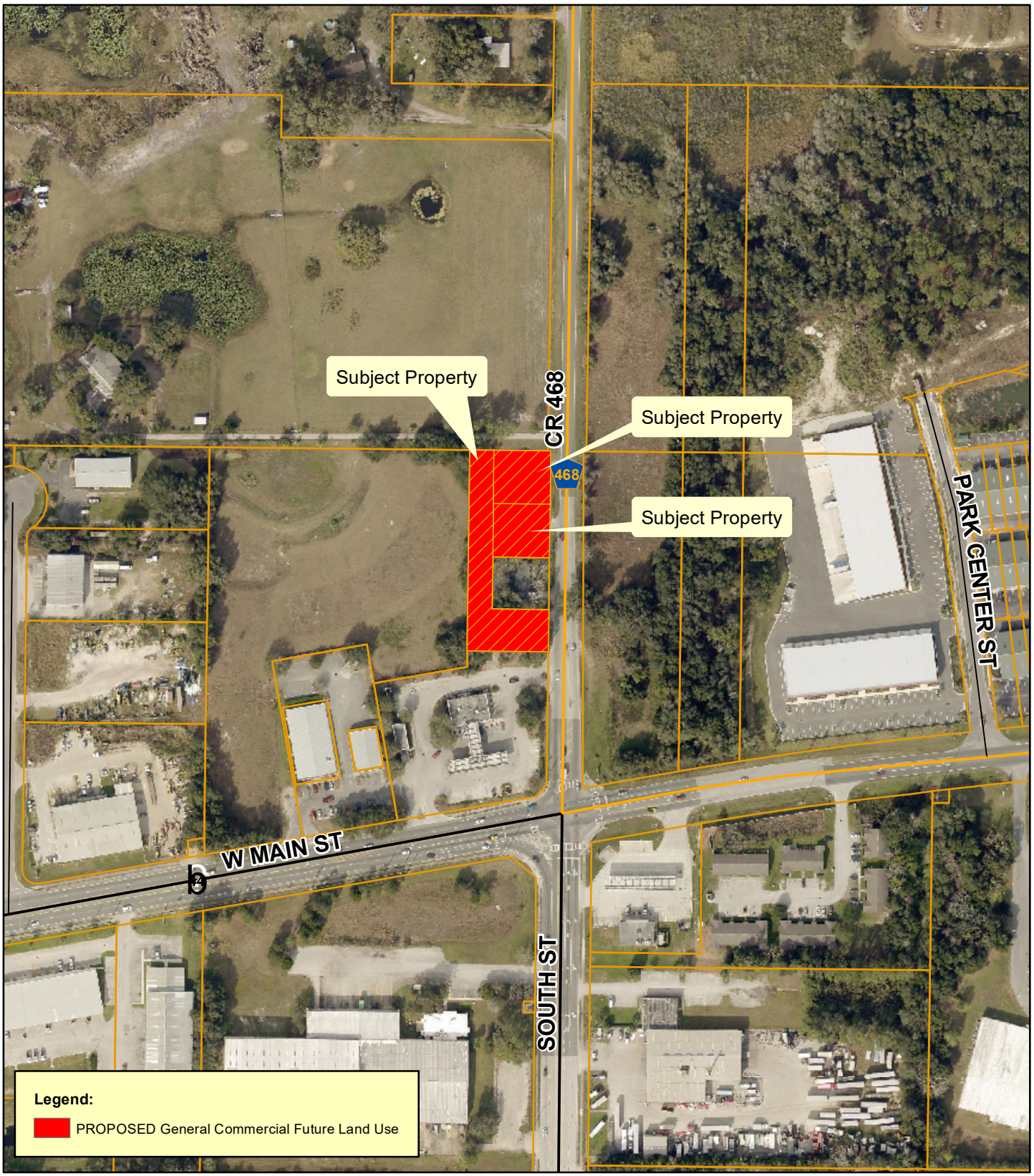
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

PROPOSED FUTURE LAND USE



Planning & Zoning Division

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Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Surrounding Land Uses

Planning & Zoning Division

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Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.15.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1.00 +/- acres from Lake County R-6 (Urban Residential District) to City of Leesburg C-3 (Highway Commercial) to allow for commercial development for a property generally north of West Main Street and west of CR-468, as legally described in Section 28, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Blackton RZ)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential District) to City of Leesburg C-3 (Highway Commercial) to allow for commercial development.

Analysis:
The project site is approximately 1.00 +/- acres, and is generally located north of West Main Street and west of CR-468 as shown on the attached maps. At this time, the property has single-family homes, and is vacant and undeveloped. The proposal will allow for commercial buildings. The existing land uses surrounding the property are single-family residential, commercial, warehousing, and light manufacturing. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on January 20th, 2022 and recommended approval.

Procurement Analysis:
N/a

Options:
1. Approve the proposed rezoning Lake County R-6 (Urban Residential District) to City of Leesburg C-3 (Highway Commercial); 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.

Submission Date and Time: 2/9/2022 1:32:12 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 1.00 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL) TO ALLOW FOR COMMERCIAL DEVELOPMENT FOR A PROPERTY GENERALLY NORTH OF WEST MAIN STREET AND WEST OF CR-468, AS LEGALLY DESCRIBED IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (BLACKTON RZ)

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

Section 1.

Based upon the petition of Michael W. Blackton, (Matthews Hanna Construction, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential District) to City of Leesburg C-3 (Highway Commercial), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Blackton Wooden Cork
ANNX-21-371; SSCP-21-372; RZ-21-373
Legal Description taken from Lake County Property Appraiser's Land Data Base

FROM NW COR OF E 1/2 OF NW 1/4 OF NW 1/4 RUN S 89-47-10 E 473.74 FT FOR POB, RUN S 0-25-14 W 364.61 FT, S 89-34-47 E 144.79 FT TO W R/W LINE OF CR 468, N ALONG SAID W R/W LINE OF CR 468 TO N LINE OF NW 1/4, W TO POB--LESS BEG AT N LINE OF SEC AT W R/W LINE OF CR 468, W 103 FT, S 288.90 FT, E 103 FT TO W'LY R/W LINE OF CR 468, N ALONG SAID W LINE OF CR 468 TO POB--
ORB 5615 PG 2431

AND

FROM NW COR OF NW 1/4 OF NW 1/4 RUN S 89-49-20 E ALONG N LINE OF SEC 1178.81 FT FOR POB, CONT S 89-49-20 E 103 FT TO W'LY R/W LINE OF SR 468, S 0-23-40 W ALONG SAID W R/W LINE 97 FT, N 89-49-20 W 103 FT, N 0-23-40 E 97 FT TO POB
ORB 5795 PG 2358

AND

BEG 1281.81 FT E & 97 FT S OF NW COR OF NW 1/4 OF NW 1/4, RUN W 103 FT, S 96.8 FT, E 103 FT TO W'LY R/W SR 468, N ALONG R/W TO POB
ORB 5795 PG 28

~~~END OF LEGAL DESCRIPTION~~~
~~~

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

OWNER: Michael W. Blackton
PETITIONER: Michael W. Blackton
PROJECT: Blackton
REQUEST: Rezoning
CASE NO.: RZ-21-373

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request is compatible with the current surrounding zoning districts of Lake County A (Agriculture) and City of Leesburg C-3 (Highway Commercial).

2. The proposed request is compatible with the adjacent future land use designations of Lake County Urban Medium Density, City of Leesburg General Commercial, and City of Leesburg Industrial.

3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County R-6 (Urban Residential District) to City of Leesburg C-3 (Highway Commercial) and forward to the City Commission for their consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: January 4, 2022
OWNER: Michael W. Blackton
PETITIONER: Michael W. Blackton
PROJECT: Blackton Commercial Buildings
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to C-3 (Highway Commercial)
CASE NO.: ANNX-21-371; SSCP 21-372; RZ-21-373

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 1/14/22

FIRE

No comments from Fire Department. Amanda Stevenson 1/11/22

ELECTRIC

Electric will require easements for this project. The developer will need to contact us prior to submitting the plans for DRC review. We will need to know if the buildings will be three phases. Additional costs may be due for installation of power. They can reach out to me at Steve.Davis@leesburgflorida.gov, or Timothy.thomas@leesburgflorida.gov. Steve Davis 1/5/22

GAS

No issues here. Robert Thilmony 1/6/22

Natural Gas is available. Brandon Smith 1/11/22

GIS

GIS has no comments. Tammy Magamoll 1/13/22

BUILDING

No comments received as of 1/14/22

PUBLIC WORKS

Public Works has no issues with this. FDOT is working on a complete street design concept for West Main Street, but the area the requestor is developing should be unaffected. Clifford Kelsey 1/6/22

ADDRESSING

No comments received as of 1/14/22

ECONOMIC DEVELOPMENT

No comments received as of 1/14/22

LAKE COUNTY PUBLIC WORKS

Lake County Public Works comment letter is attached. Thanks, Seth Lynch 1/14/22

LAKE COUNTY SCHOOLS

The school district does not have any comments for the annexation, small scale CPA or the rezoning to commercial highway. Thanks, Helen LaValley 1/14/22

PUBLIC RESPONSES

Approval

1 approval

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

January 13, 2022

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(*sent via email*)

RE: PROJECT: Blacktron Commercial / Planned Unit Development
CASE NO.: REZ-21-373

Lake County Department of Public Works recommended requirements for the Blacktron Commercial rezoning's future impacts to roadways and drainage systems:

CR 468:

- Additional right-of-way maybe required along development's frontage.
- Sidewalk will need to be provided along road frontage.
- Site will be required to have both left and right turn lanes for the access off CR 468.
- Cross access to the neighboring property both existing commercial and non should be provided. When future development from the surrounding properties occurs, then the improves for interconnectivity for cross access can be completed.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and out to the public roads (SR 44 and CR 468).

Traffic:

- A Traffic Impact Analysis will be required of this development for review by Lake-Sumter MPO and Lake County.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Flood Study:

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

Please be advised that this is letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that which be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please let me know if you have any questions on the comments and recommendations I have provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Michele Janiszewski, Chief Planner for Lake County
Kandi Harper, Senior Planner for City of Leesburg

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: January 20, 2022

OWNER: Michael W. Blackton
PETITIONER: Michael W. Blackton
PROJECT: Blackton
REQUEST: Small Scale Comprehensive Plan Amendment to General Commercial; Zoning to C-3 (Highway Commercial)
CASE NO.: SSCP 21-372; RZ-21-373

GENERAL LOCATION: The property is generally located north of West Main Street and west of County Road 468.

FUTURE LAND USE DESIGNATION: Lake County – no designation provided

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – City of Leesburg Industrial; City of Leesburg General Commercial
East – City of Leesburg General Commercial
West – City of Leesburg Industrial

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture)
South – City of Leesburg C-3 (Highway Commercial)
East – City of Leesburg C-3 (Highway Commercial); Lake County R-6 (Urban Residential District)
West – City of Leesburg M-1 (Industrial)

PROPOSED ZONING DESIGNATION: City of Leesburg C-3 (Highway Commercial)

EXISTING LAND USE: Undeveloped parcel and single-family homes.

SURROUNDING LAND USE:

North – Single Family Residential
South – Commercial; Warehousing; Light Manufacturing
East – Commercial
West – Central Florida Industrial Park (light manufacturing)

PROPOSED LAND USE: Commercial buildings

Aerial

Planning & Zoning Division

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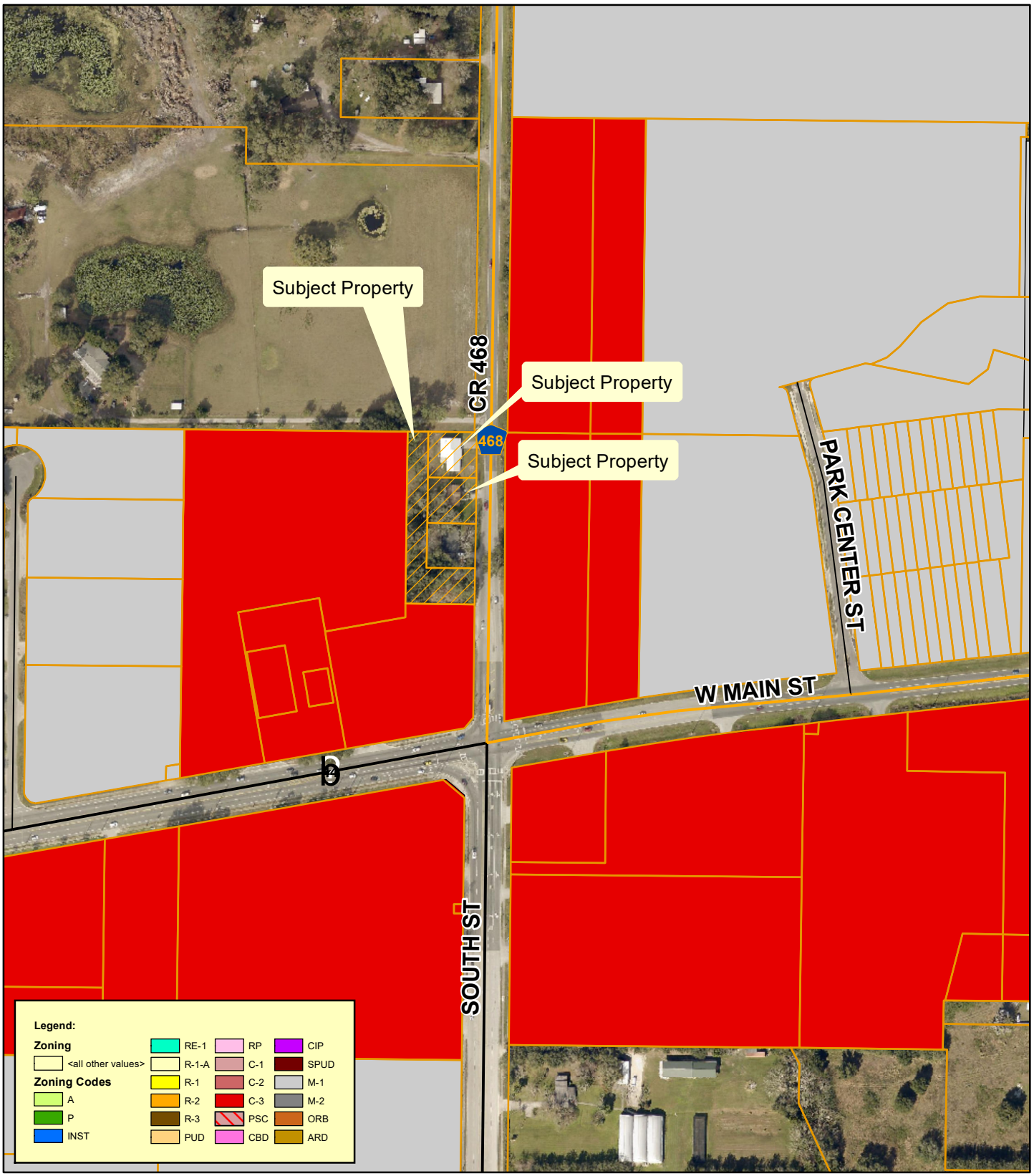
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Zoning



Planning & Zoning Division

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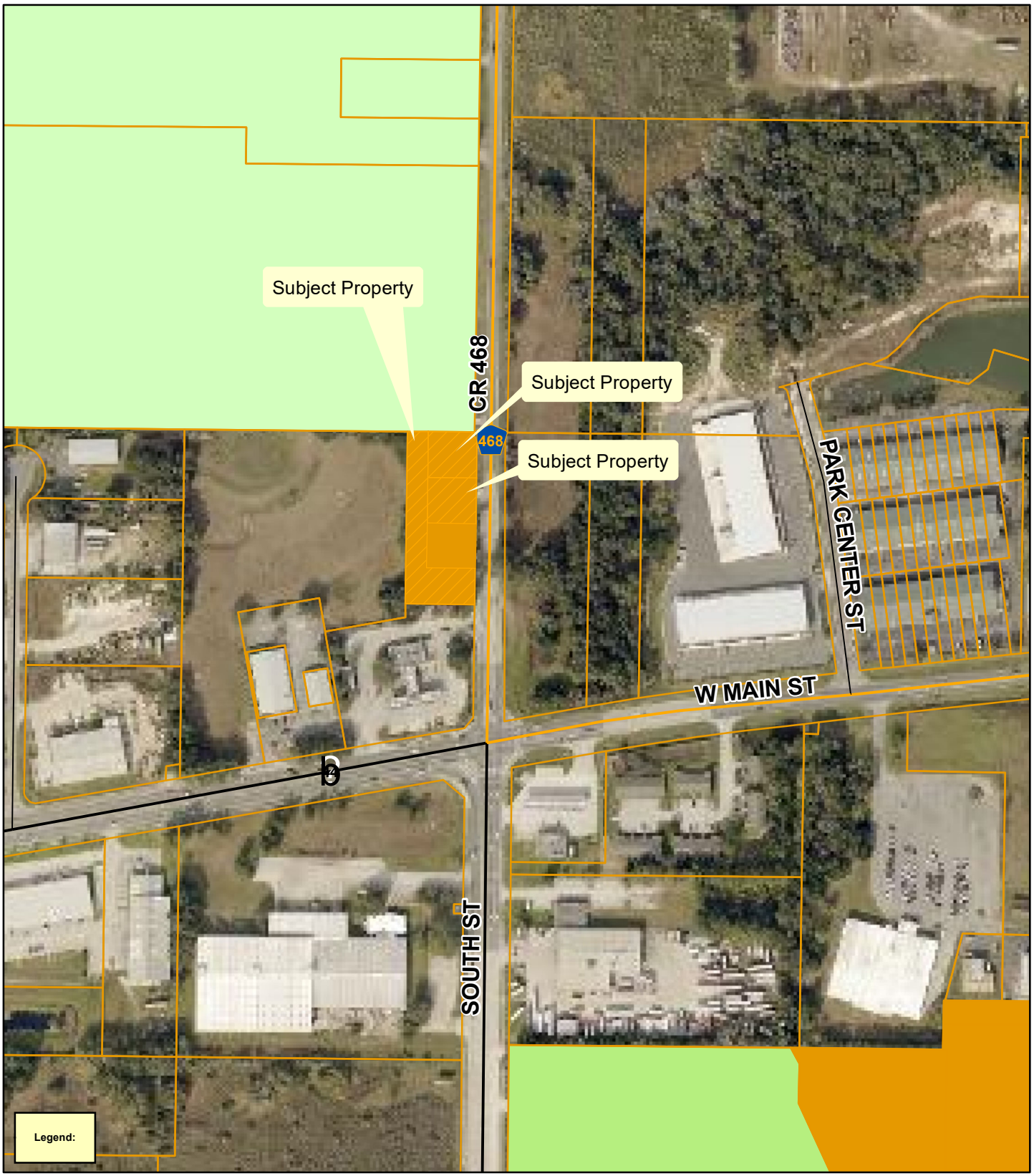
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Lake County Zoning



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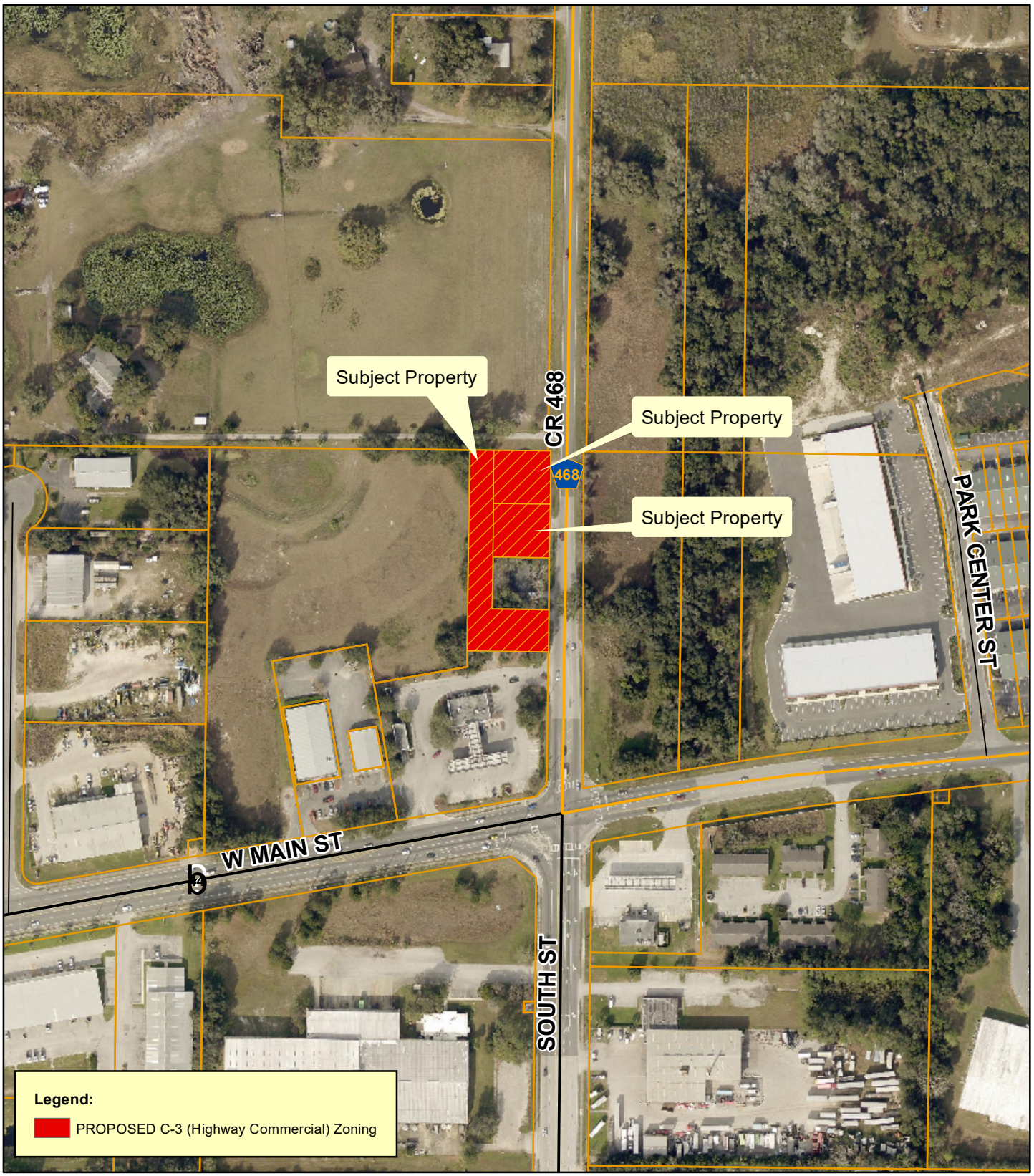
Section 28, Township 19 South, Range 24 East
January 5, 2022

PROPOSED ZONING



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Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Surrounding Land Uses

Planning & Zoning Division

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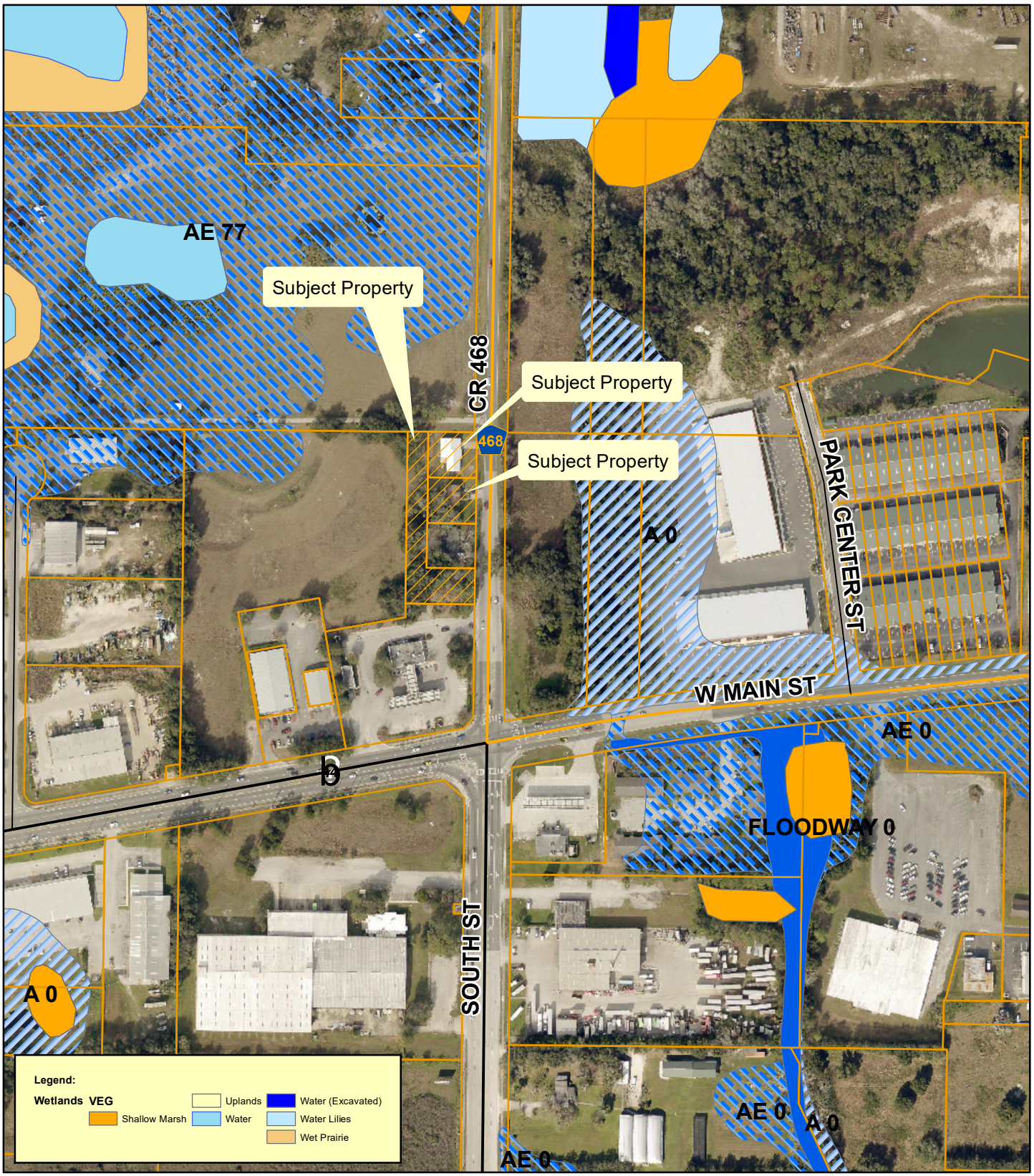
Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Wetlands and Flood Zones



Planning & Zoning Division

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Blackton / Wooden Cork, LLC
Alternate Key #: 3809261, 1292484, 1292719
Section 28, Township 19 South, Range 24 East
January 5, 2022

Picture taken looking into 1st property on CR 468

Picture taken looking into 2nd property on CR 468

Picture taken looking north on CR 468

Picture taken looking east on CR 468

Picture taken looking south on CR 468

Picture taken looking into 3rd property on CR 468

Picture taken looking north on CR 468

Picture taken looking east on CR 468

Picture taken looking south on CR 468

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.16.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, adding a Planned Development Overlay to the existing M-1 (Industrial) zoning to allow educational facilities and to request a waiver from Section 25-282(A)(1) PDO Five Acre Minimum Requirement for a property located south of Dr. Martin Luther King, Jr. Boulevard and on the east side of Thomas Avenue, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Inspire Learning Academy PDO)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to add a Planned Development Overlay to the existing M-1 (Industrial) zoning to allow education facilities and to request a waiver from Section 25-282(A)(1) PDO Five Acre Minimum Requirement.

Analysis:
The project site is south of Dr. Martin Luther King, Jr. Boulevard and on the east side of Thomas Avenue as shown on the attached maps. At this time, the property is being used for offices. The proposal will allow for an education facility. The existing land uses surrounding the property are vacant commercial, mini-warehouse, light manufacturing, vacant government county, and rental manufactured home park. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 21st, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve adding a Planned Development Overlay to the existing M-1 (Industrial) zoning; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Allowing this Planned Development Overlay on this site will allow the creation of a small positive fiscal impact on the City of Leesburg in the form of utility fees plus ad valorem taxes.

Submission Date and Time: 2/9/2022 1:33:35 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PLANNED DEVELOPMENT OVERLAY TO THE EXISTING M-1 (INDUSTRIAL) ZONING TO ALLOW EDUCATIONAL FACILITIES AND TO REQUEST A WAIVER FROM SECTION 25-282(A)(1) PDO FIVE ACRE MINIMUM REQUIREMENT FOR A PROPERTY LOCATED SOUTH OF DR. MARTIN LUTHER KING, JR. BOULEVARD AND ON THE EAST SIDE OF THOMAS AVENUE, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (INSPIRE LEARNING ACADEMY PDO)

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

Section 1.

Based upon the petition of Stacie Smith, (Dan Tatro, agent) 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 have added a Planned Development Overlay, 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 _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Lot 12, GREENLEAF BUSINESS CENTRE, a subdivision according to the plat thereof recorded at Plat Book 58, Pages 42 and 43, in the Public Records of Lake County, Florida.

CASE #: PDO-21-238 **EXHIBIT A**

INSPIRE LEARNING ACADEMY (North Campus)
PLANNED DEVELOPMENT OVERLAY CONDITIONS
In an M-1 (Industrial) Zoning District
October 21, 2021

These Planned Development Conditions for a **PDO (Planned Development Overlay)** District are granted by the City of Leesburg, Florida to **8315 BROADWAY, LLC, whose address is 83-22 Donagan Avenue, Elmhurst, New Yok 11373 "Permittee" (Stacie Smith, 2907 Etonah Park Boulevard, Tavares, Florida 32778, Petitioner)** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district on an approximately 2.61-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned **M-1 (Industrial)**. The property has one 19,278 square foot building, formerly used for the Florida Department of Revenue. The purpose is to utilize the property for a private school. At present, the applicant plans to use approximately 10,118 square feet of the building for this purpose.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements. The request is to add a PDO (Planned Development Overlay) on an existing **M-1 (Industrial)** zoning district to allow a private school of approximately as a permitted use on the property.

1. PERMISSION

Permission is hereby granted to the **8315 BROADWAY, LLC, whose address is 83-22 Donagan Avenue, Elmhurst, New Yok 11373 "Permittee" (Stacie Smith, 2907 Etonah Park Boulevard, Tavares, Florida 32778, Petitioner)** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located on the east side of Thomas Avenue, south of Dr. Martin Luther King Jr. Boulevard, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for M-1 (Industrial) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, Exhibit C.

2) Permitted uses:
a. Uses which are permitted within the current zoning district, subject to site review
b. Private schools and educational uses
c. Day Care
d. Office uses, including general, professional and medical;
e. Houses of worship
d. Other similar uses, subject to review and approval by the by the Planning and Zoning Manager.

3) Uses prohibited shall be as follows:
a. All other uses not specifically approved herein or under the M-1(Industrial) zoning district.

4. SITE ACCESS

A. Prior to implementation of these conditions, any new access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. DEVELOPMENT STANDARDS AND OPERATIONS

A. The minimum development standards shall be those required for the M-1(Industrial) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.

B. Minimum building setbacks shall be as shown in the M-1(Industrial) zoning district. Existing structures shall not be required to be removed or renovated to meet the intent of this document.

C. Maximum building height shall be as shown in the M-1(Industrial) zoning district.

D. Impervious surface of the lot shall not exceed 80% of the total lot area. Minimum open space shall be 20% of the total lot area. Retention and landscape areas may be counted as pervious space.

E. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426,* City of Leesburg Code of Ordinances, as amended.

6. PARKING

A. Adequate parking for each use approved shall be provided in accordance with Section 25-361, *Requirements for on-site traffic flow and parking*, City of Leesburg Code of Ordinances, as amended. Parking requirements may limit the permitted uses on the subject property.

B. Parking standards may be adjusted by the Community Development Director or designee, to allow for various space sizes, numbers and locations, based on site plan review.

7. WETLANDS

A. No wetlands appear to exist on the subject property. Should wetlands be determined to exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

8. DRAINAGE/UTILITIES/PERMITTING

A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Site Development Plan and Utility Implementation Plan acceptable to the City of Leesburg through the Site Plan Review process. Prior to construction, removal, renovation or demolition on the site, the permittee shall provide:

1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.

2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

9. TRANSPORTATION

A. Any future transportation improvements needed for redevelopment of the property may be subject to a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All such improvements shall comply with regulations of the City of Leesburg, Lake County, Lake-Sumter MPO, and/or the Florida Department of Transportation as applicable.

B. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.

C. A waiver from the traffic requirements may be acquired through the development review process if the project meets thresholds established by the Lake-Sumter MPO (Metropolitan Planning Organization).

10. LANDSCAPING AND BUFFER REQUIREMENTS

A. General landscape and buffer requirements

1. If required by any new development on the property, a master landscape plan shall be submitted during the Site Plan Review Process for review by City staff. This plan shall show all buffer/boundary areas, parking lots, access points and new construction, and shall be reviewed for consistency with this Planned Development Overlay document and City of Leesburg landscape code requirements.
2. If required by any new development, all landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
3. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances,

B. Landscaping-site specific

1. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements,* City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter, and a five (5) foot landscape buffer along the nearest street.

C. Variations to Landscape Requirements

1. Variations to the landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PDO (Planned Development Overlay) document is maintained.

11. MAINTENANCE

A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the owner.

12. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Code of Ordinances.

C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

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

F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

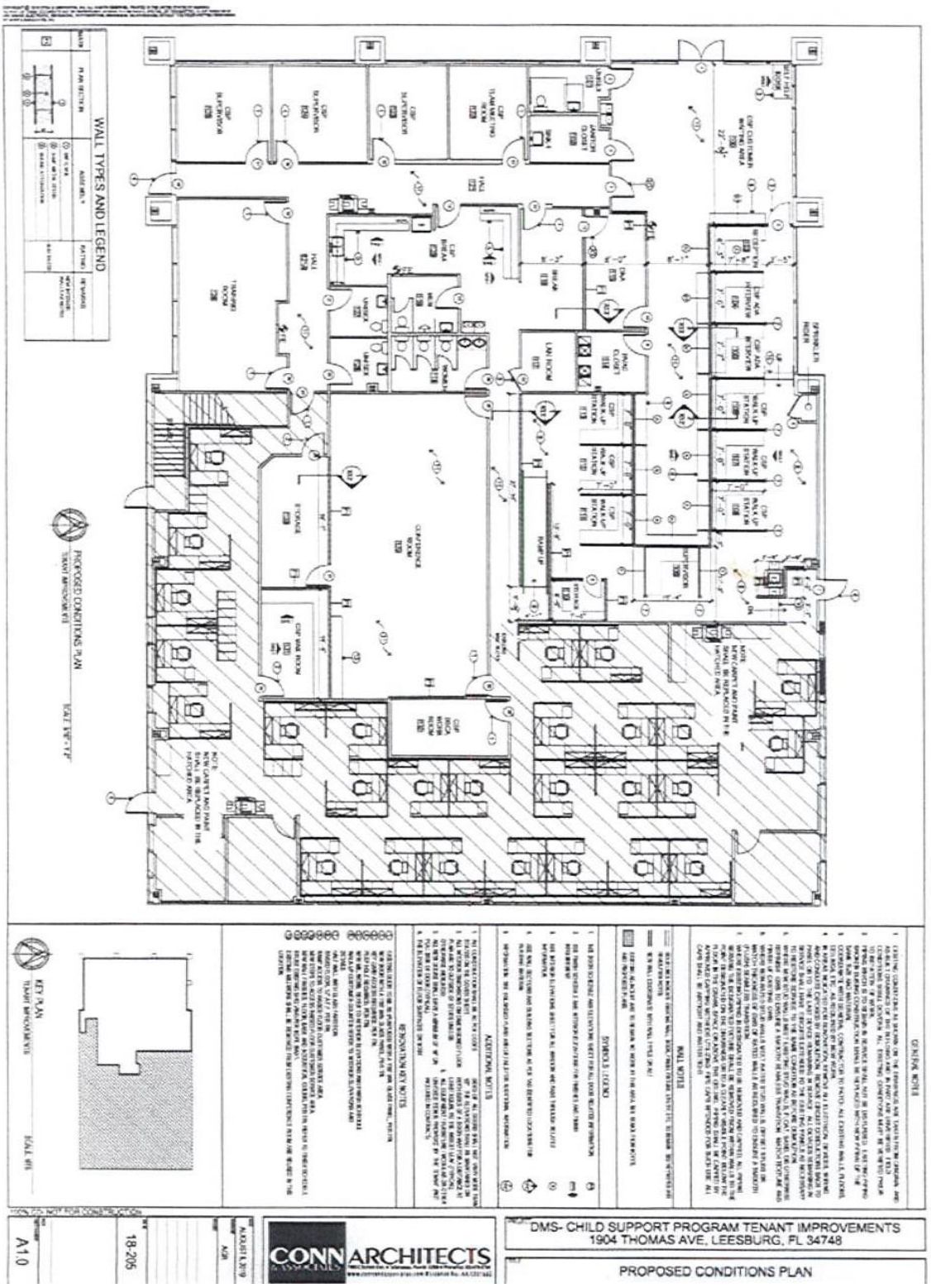
13. LEVELS OF SERVICE

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development or redevelopment 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.

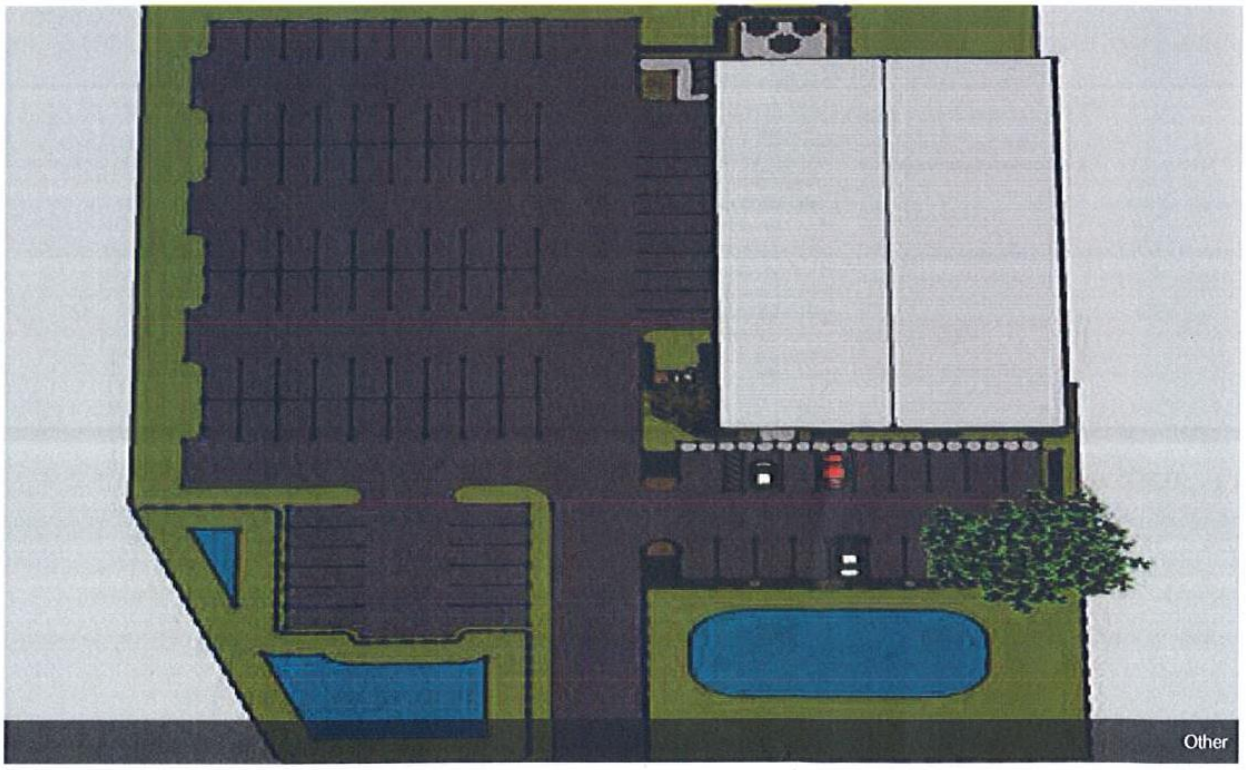
LEGAL DESCRIPTION **EXHIBIT B**
PUD 21-318 **(from warranty deed)**

Lot 12, GREENLEAF BUSINESS CENTRE, a subdivision according to the plat thereof recorded at Plat Book 58, Pages 42 and 43, in the Public Records of Lake County, Florida.

FLOOR PLAN **EXHIBIT C**



OVERALL SITE PLAN **EXHIBIT D**



PROPERTY PHOTOS **EXHIBIT E**

Property Photos

Property Photos

Property Photos

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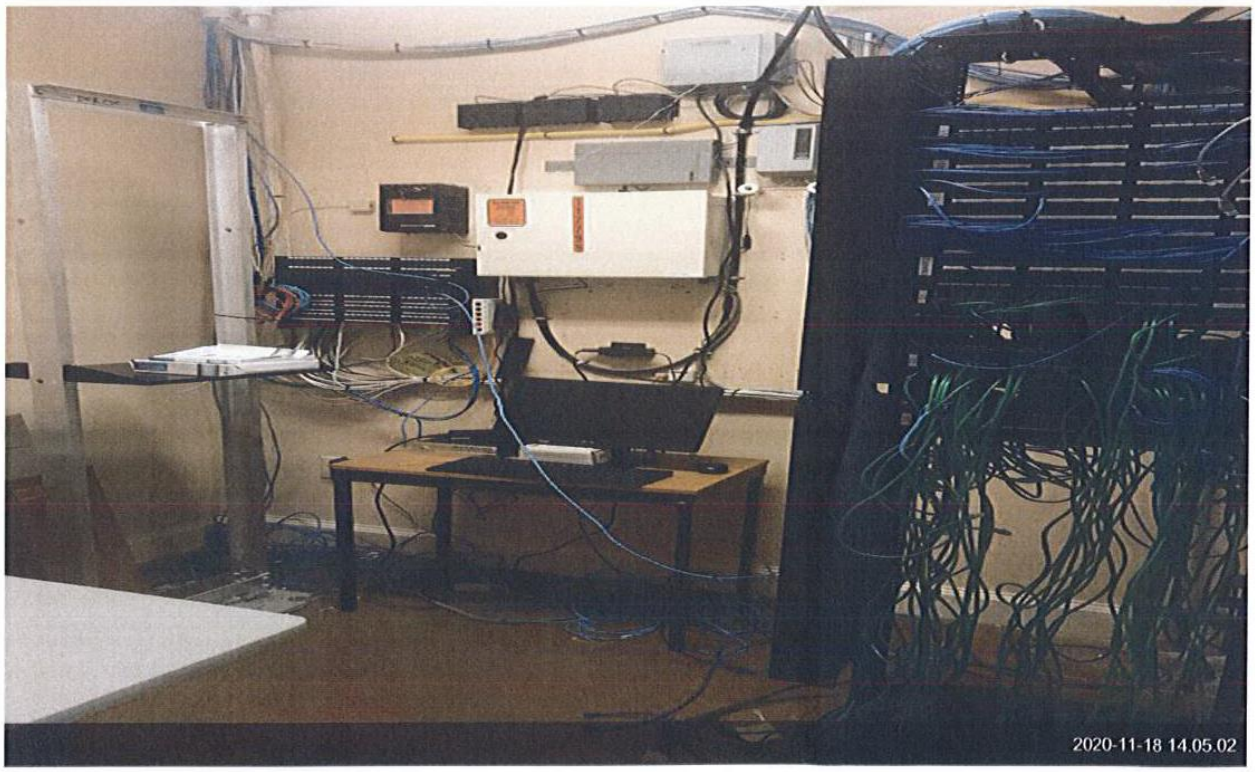
Property Photos



Property Photos

Property Photos

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE: October 21, 2021
OWNER: 8315 Broadway, LLC
PETITIONER: Stacie Smith
PROJECT: Inspire Learning Academy – North Campus
REQUEST: PDO (Planned Development Overlay)
CASE NO.: PUD-21-318

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of City of Leesburg C-3 (Highway Commercial), M-1 (industrial), and R-3 (High Density Residential).

2. The proposed request is compatible with the adjacent future land use designations of City of Leesburg General Commercial, Industrial and High Density Residential.

3. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the request to add a Planned Development Overlay District to the property for a school use, and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: October 21, 2021
OWNER: 8315 Broadway, LLC
PETITIONER: Stacie Smith
PROJECT: Inspire Learning Academy – North Campus
REQUEST: PDO (Planned Development Overlay
CASE NO.: PUD-21-318

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/15/21

FIRE

No comments from the Fire Department. Amanda Stevenson 10/15/21

ELECTRIC

Electric has no objections. Steve Davis 10/4/21

GAS

No comments received as of 10/15/21

GIS

GIS has no comments. Tammy Magamoll 10/4/21

BUILDING

No comments received as of 10/15/21

PUBLIC WORKS

Public Works has no issues with this proposal! Clifford Kelsey 10/5/21

ADDRESSING

No comments received as of 10/15/21

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/15/21

LAKE COUNTY SCHOOLS

The school district does not have any comment(s) for the Planned Overlay District for a private educational

facility. Helen LaValley 10/11/21

PUBLIC RESPONSES

Approval

2 approvals

Disapproval

No comments received as of 10/15/21

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: October 21, 2021
OWNER: 8315 Broadway, LLC
PETITIONER: Stacie Smith
PROJECT: Inspire Learning Academy – North Campus
REQUEST: PDO (Planned Development Overlay)
CASE NO.: PUD-21-318

GENERAL LOCATION: South of Dr. Martin Luther King Jr. Boulevard and on the east side of Thomas Avenue.

FUTURE LAND USE DESIGNATION: Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – General Commercial
South – Industrial
East – Industrial
West – Industrial and High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION: N/A

EXISTING ZONING DESIGNATION: M-1 (Industrial)
SURROUNDING ZONING DESIGNATIONS:
North – C-3 (Highway Commercial)
South – M-1 (industrial)
East – M-1 (Industrial)
West – M-1 (industrial) and R-3 (High Density Residential)

PROPOSED ZONING DESIGNATION: N/A

EXISTING LAND USE: Office 1 Story

SURROUNDING EXISTING LAND USE:
North – Vacant Commercial
South – Mini-warehouse and Light Manufacturing
East – Common Area/WRA and Warehousing
West – Vacant Government County and Rental Manufactured Home Park

PROPOSED LAND USE: Educational Facility

Aerial

Planning & Zoning Division

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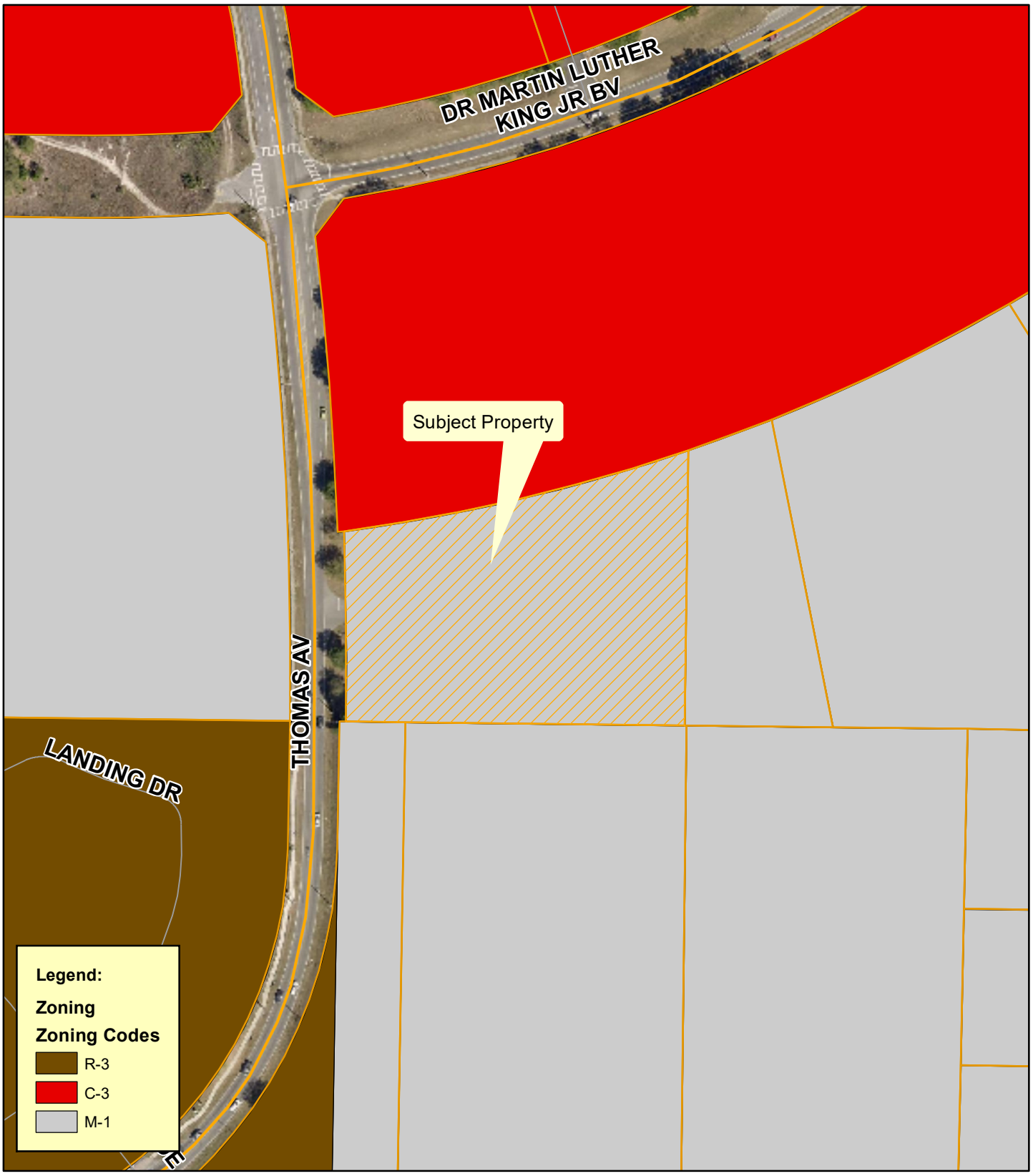
PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Zoning



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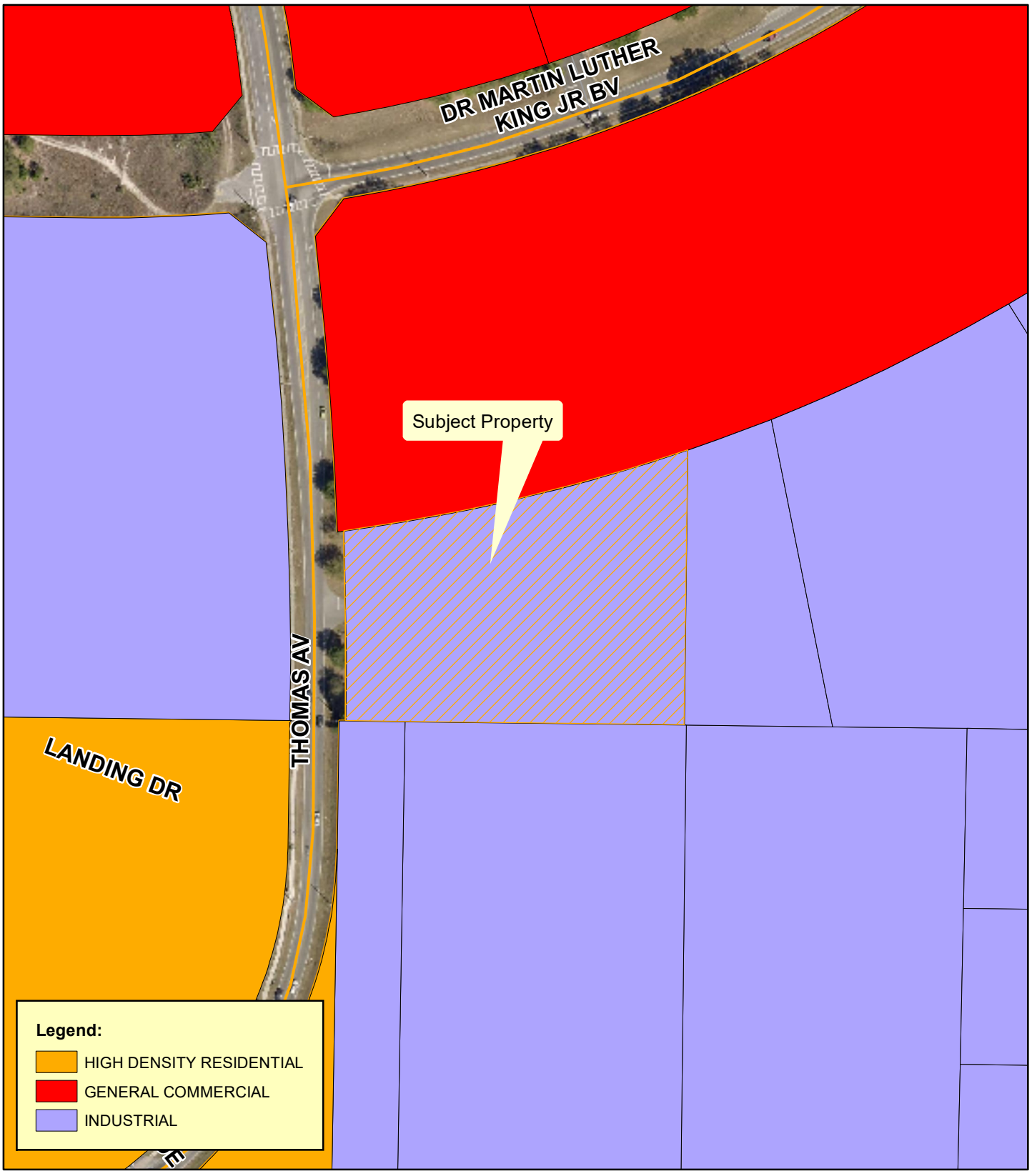
PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Future Land Use



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PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Surrounding Land Uses

Planning & Zoning Division

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PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Wetlands

Planning & Zoning Division

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PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Flood

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PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Commission District

Planning & Zoning Division

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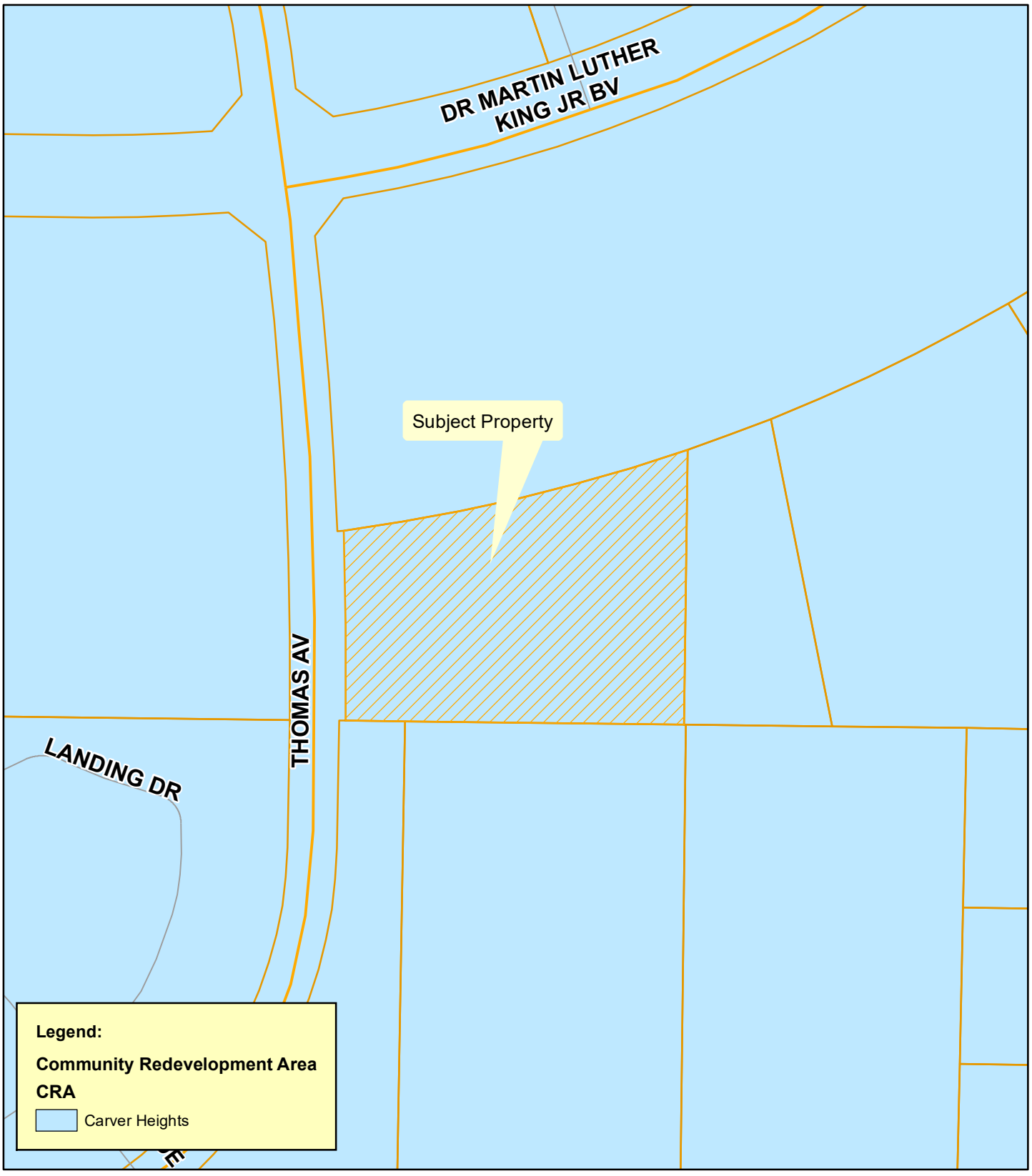
PUD-21-318
Inspire Learning Academy - North Campus Planned Development Overlay
AK #3850785
Section 15, Township 19 South, Range 24 East
September 13, 2021

Community Redevelopment Area



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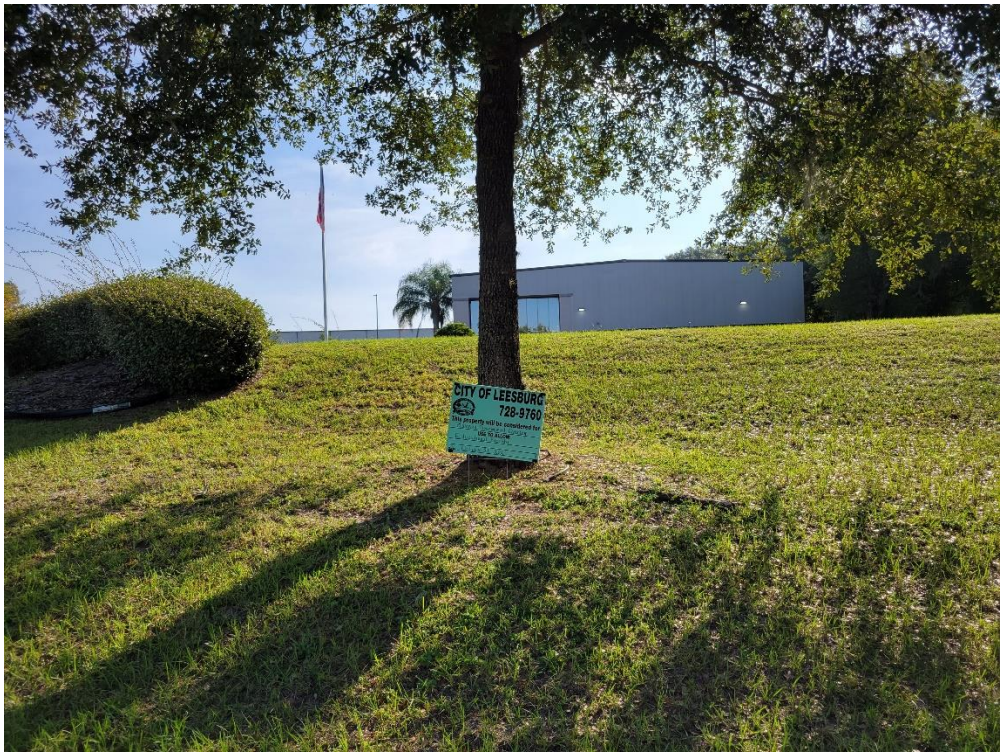


Posting public notice sign, taken from Thomas Avenue into the property.

Picture taken from subject property looking north along Thomas Avenue.

Picture taken from subject property looking across Thomas Avenue.

Picture taken from subject property looking south along Thomas Avenue.

Picture of existing building.

Picture of existing parking area.

Posting public notice sign, taken from Dewey Robbins Road into the property.

Picture taken from subject property looking west along Dewey Robbins Road.

Picture taken from subject property looking east along Dewey Robbins Road.

Picture taken from subject property looking across Dewey Robbins Road.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.17.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 71 +/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 06, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Lakeco AX).

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Lakeco Property.

Analysis:
The applicant has submitted a request for annexation of approximately 71 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as shown on the attached General Location Map. At this time, the property is agriculture. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to receive water and sewer service for a single-family residential subdivision. The property is surrounded by Lake County RP (Residential Professional), Lake County A (Agriculture) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties. Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission.

The Planning Commission held a public hearing on this request on October 21, 2021, and recommended approval.

Procurement Analysis:
N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

Submission Date and Time: 2/9/2022 1:35:51 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 71 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (LAKECO AX).

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.

Based upon the petition of Lakeco Partners II, LTD, (Greg Beliveau, Agent) 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 is hereby assigned to City Commission District 3;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION

LakeCo Partners II, LTD

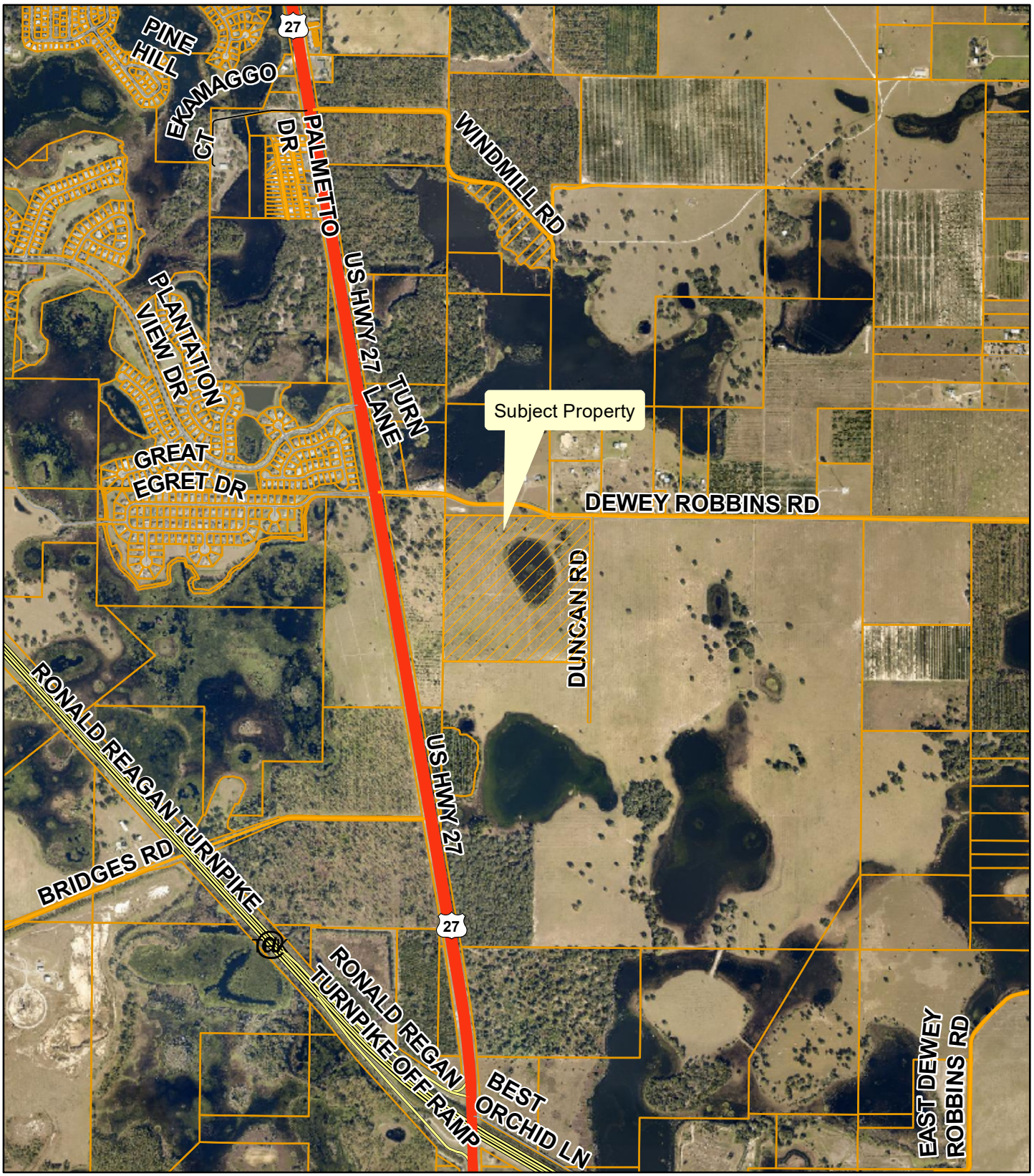
The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows: Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89*48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

Commence at the Northeast corner of said Section 6; thence North 89*30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89*30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89*30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00*46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

~ End of Legal Description ~

Aerial



Planning & Zoning Division

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Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Surrounding Land Uses

Planning & Zoning Division

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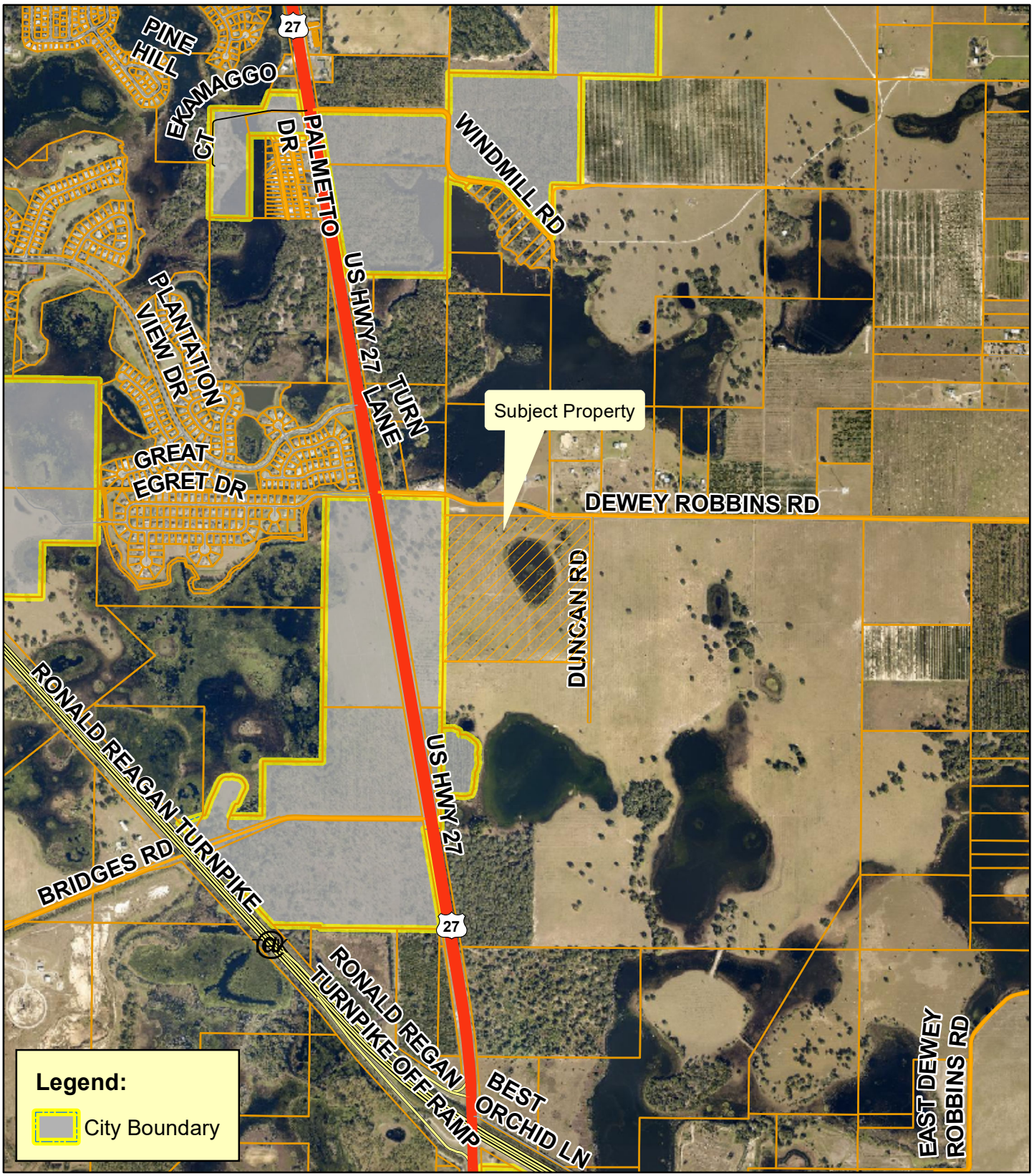
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

City Boundary



Planning & Zoning Division

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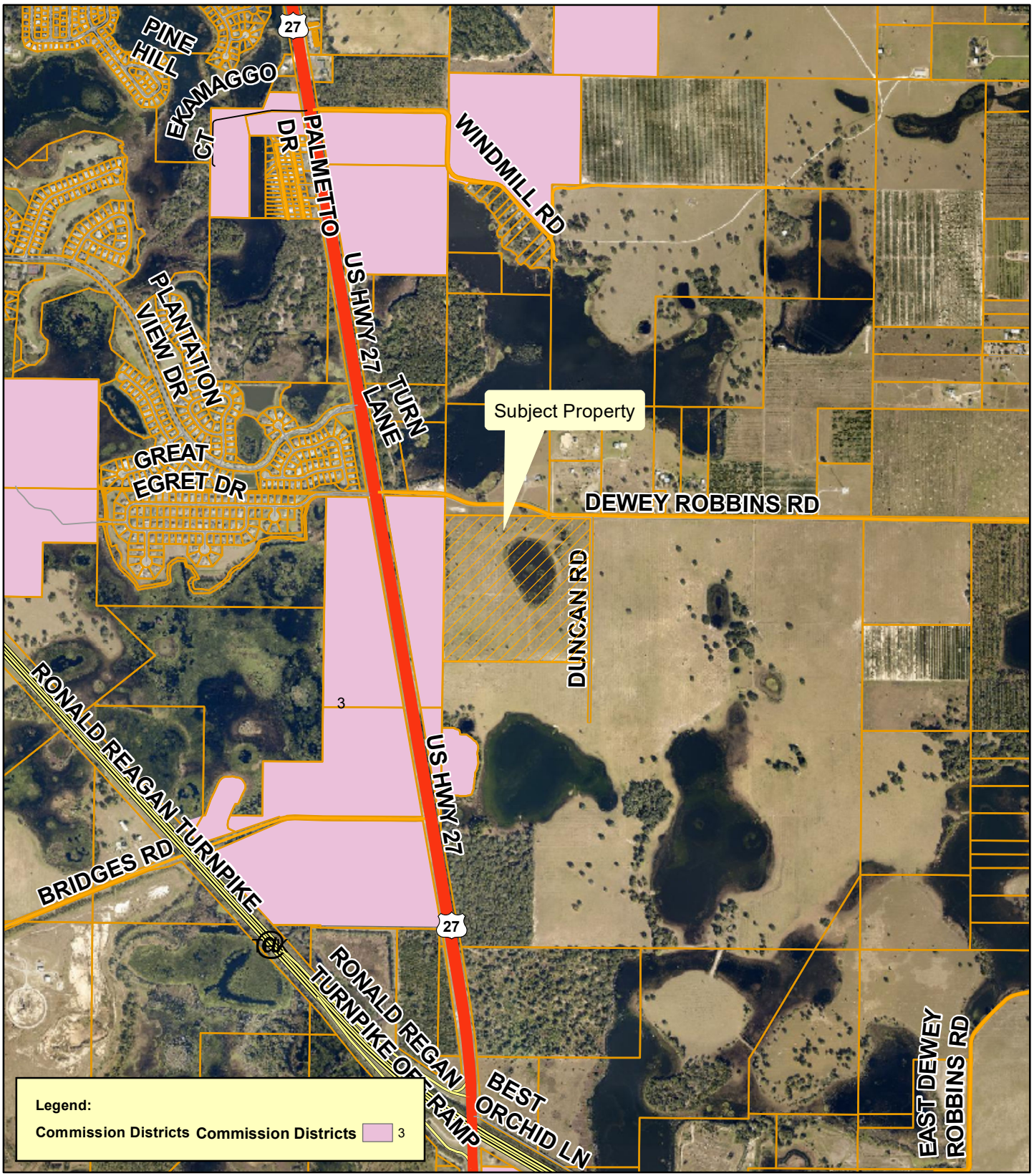
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Commission District



Planning & Zoning Division

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Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.18.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 71 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco LGCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 71 +\- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 71 acres. The property is generally located east of U.S. Highway 27 and south of Dewey Robbins Road. Currently, the property is agriculture. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County Rural, Lake County Rural Transition, City of Leesburg Low Density Residential, and City of Leesburg General Commercial is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The project site is more than fifty (50) acres and is, therefore, considered a large-scale comprehensive land use plan amendment. The City will notify the Florida Department of Economic Opportunity (FDEO) of the plan amendment and the Department will review the project site area to confirm that it is more than ten (10) acres.

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

The Planning Commission held a public hearing on the application on October 21, 2021 and

recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of 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.

Submission Date and Time: 2/9/2022 1:38:03 PM

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 71 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD AS LEGALLY DESCRIBED IN SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKECO LGCP)

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

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

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 71 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 06, Township 21 South, Range 25 East, Lake County Florida;

Section 2.
That this amendment is hereby transmitted to the Department of Economic Opportunity as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict the any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

LEGAL DESCRIPTION

LakeCo Partners II, LTD

The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows: Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89*48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

Commence at the Northeast corner of said Section 6; thence North 89*30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89*30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89*30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00*46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

~ End of Legal Description ~

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE:	October 21, 2021
OWNER:	Lakeco Partners II, LTD
PETITIONER:	Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT:	Lakeco Partners II, LTD
REQUEST:	Large Scale Comprehensive Plan Amendment
CASE NO.:	LSCP 21-307

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development).

3. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg Estate is compatible with adjacent properties having Future Land Use designations which include City of Leesburg Low Density Residential, General Commercial, and with property in Lake County having Future Land Use designations of Rural and Rural Transition.

4. The site is located along a major growth corridor and near existing city utilities which are available at U.S. Highway 27.

5. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Actions Requested:

1. Vote to approve the Large-Scale Comprehensive Plan Map Amendment designation from Lake County Rural Transition to City of Leesburg Estate Residential. and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: October 21, 2021

OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-307; PUD-21-308

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural; Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Rural Transition
West – City of Leesburg Low Density Residential; City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County RP (Residential Professional)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:
North – Residential
South – Improved pasture
East – Improved pasture
West – Agriculture

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: October 21, 2021
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-307; PUD-21-308

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/15/21

FIRE

No comments from Fire Department. Amanda Stevenson 10/15/21

ELECTRIC

This is outside of Leesburg Electric's territory. No objections. Steve Davis 10/4/21

GAS

No comments received as of 10/15/21

GIS

GIS has no comments. Tammy Magamoll 10/4/21

BUILDING

No comments received as of 10/15/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 10/5/21

ADDRESSING

No comments received as of 10/15/21

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/15/21

LAKE COUNTY SCHOOLS

See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Thanks, Helen LaValley 10/11/21

PUBLIC RESPONSES

Approval

No comments received as of 10/15/21

Disapproval

No comments received as of 10/15/21

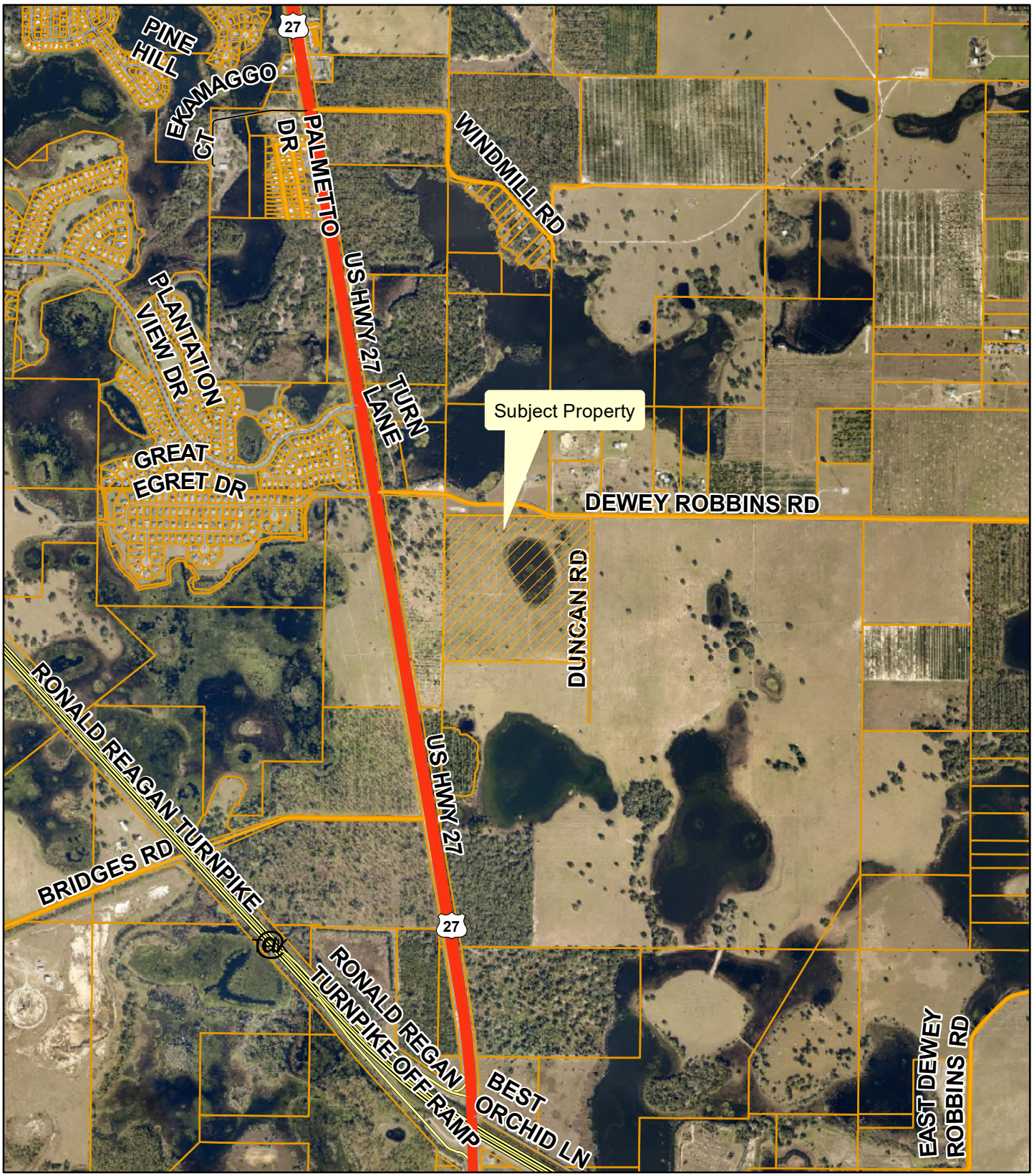
No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



Planning & Zoning Division

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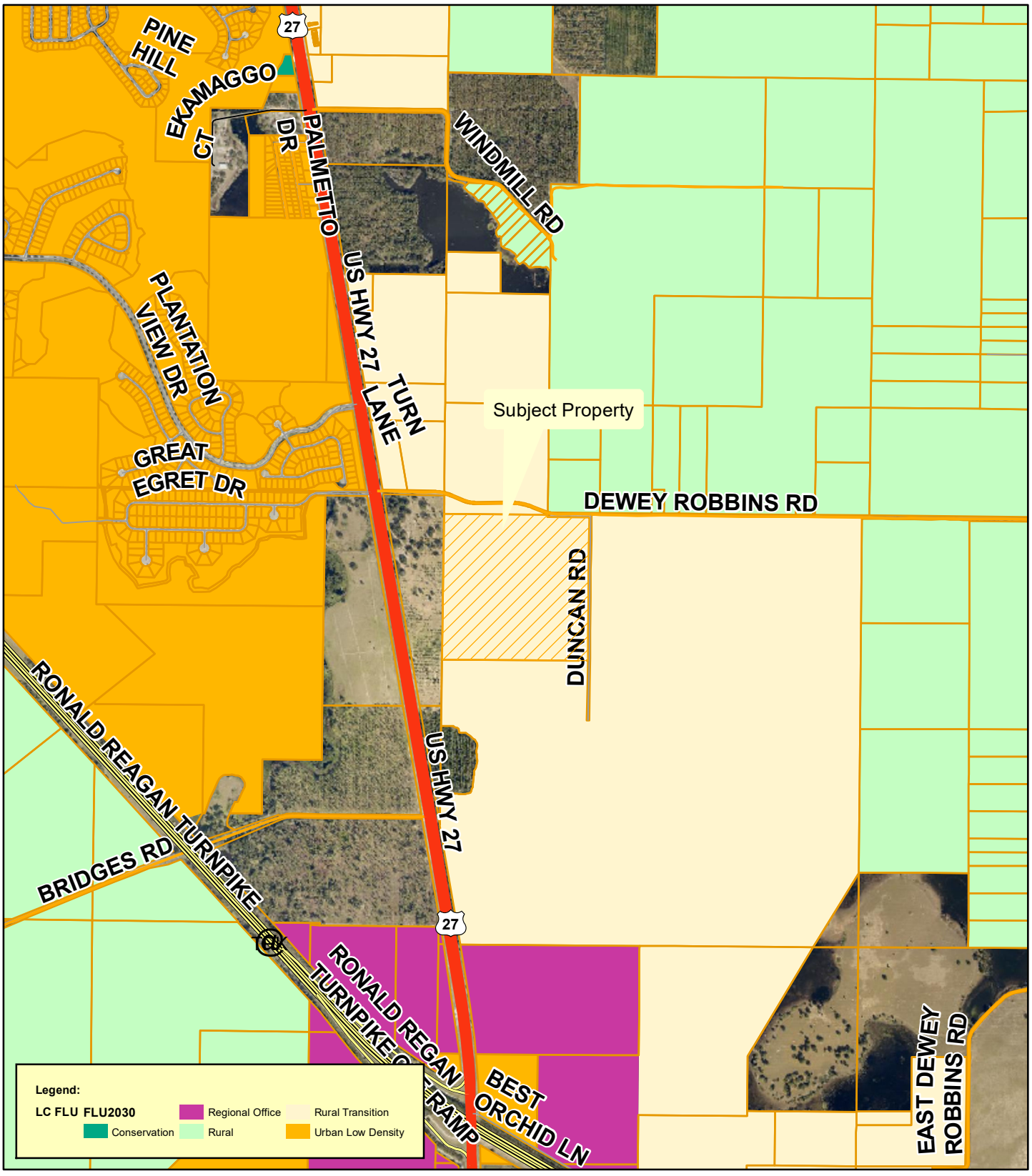
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Lake County Future Land Use



Planning & Zoning Division

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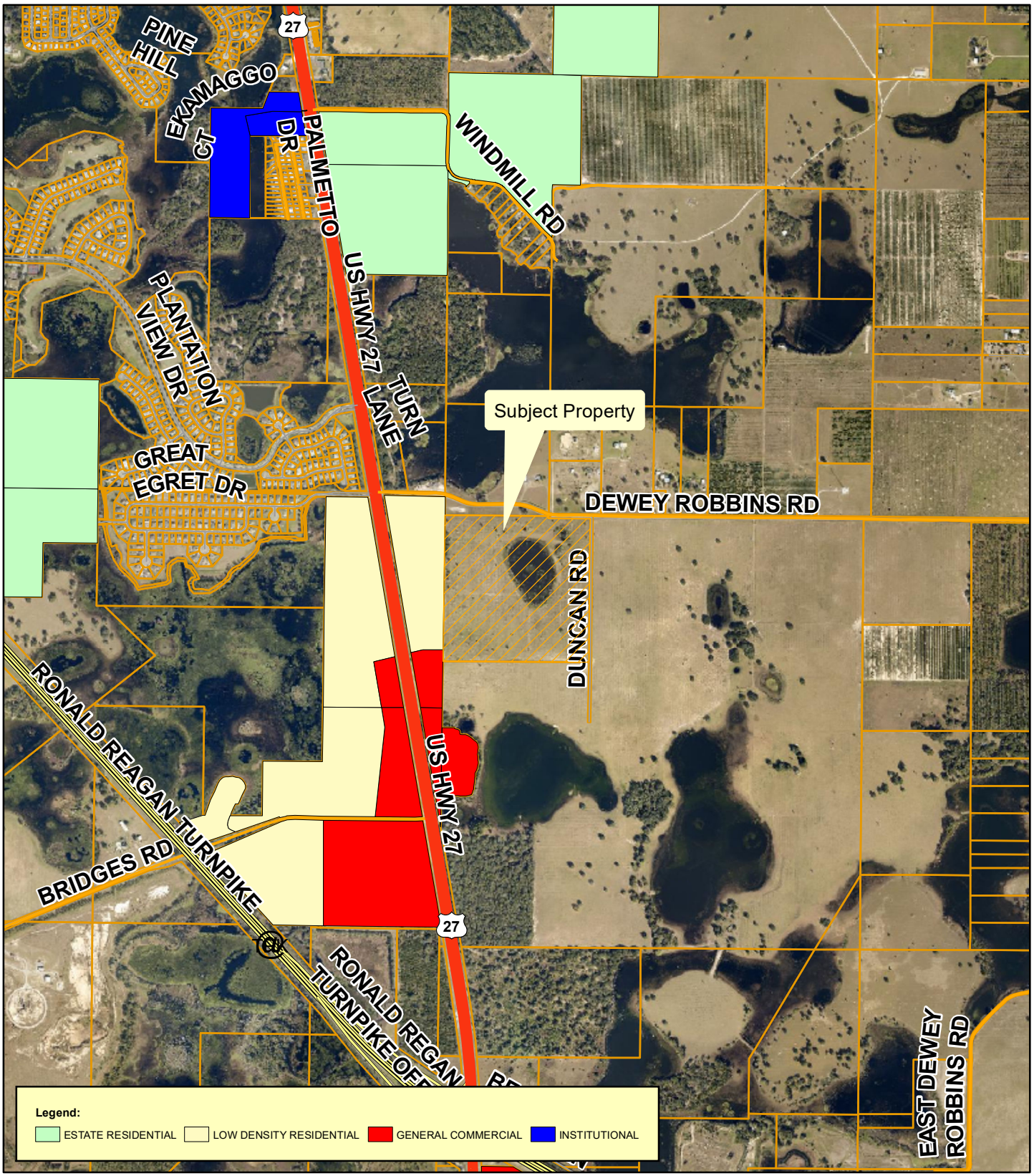
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Future Land Use



Planning & Zoning Division

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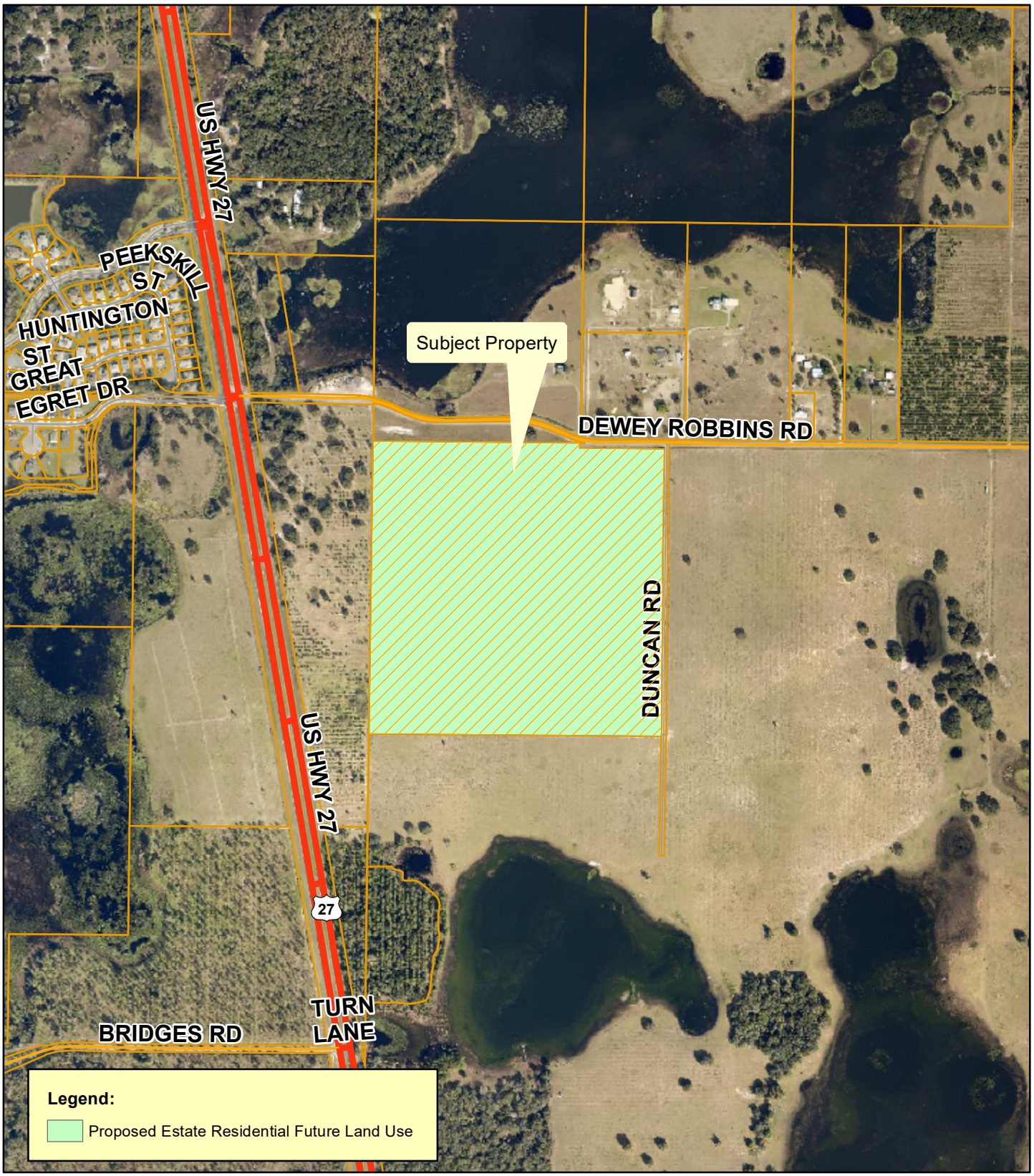
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Proposed Future Land Use



Planning & Zoning Division

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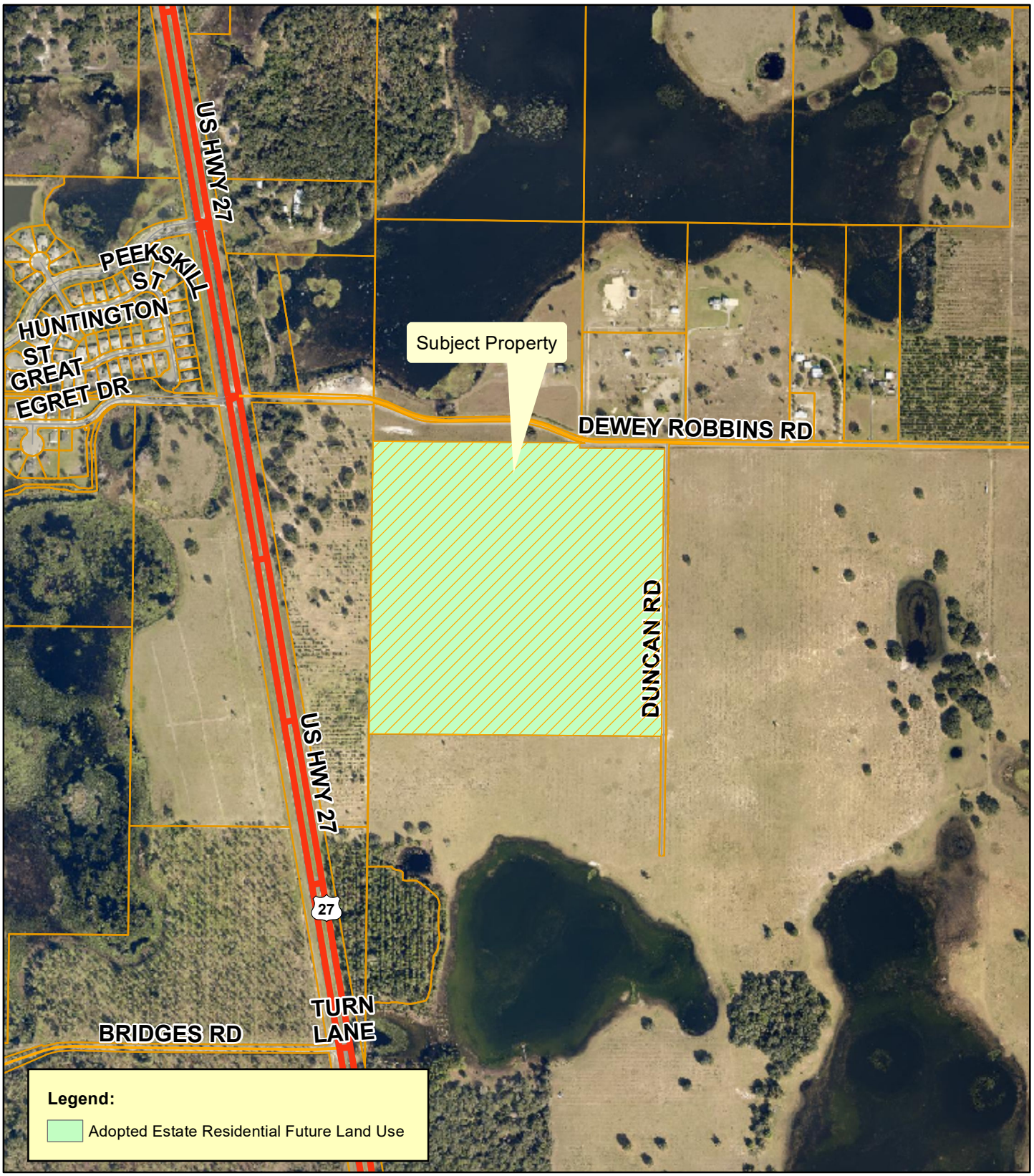
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Adopted Future Land Use



Planning & Zoning Division

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Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Surrounding Land Uses

Planning & Zoning Division

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Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.19.

Meeting Date: February 14, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 71 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for single-family residential development for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for single-family residential development.

Analysis:
The project site is approximately 71 +/- acres, and is generally located east of U.S. Highway 27 and south of Dewey Robbins Road as shown on the attached maps. At this time, the property is agriculture. The proposal will allow for single-family residential subdivision. The existing land uses surrounding the property are residential, agriculture, and improved pasture. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 21, 2021 and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time: 2/9/2022 1:39:35 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 71 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKECO PUD)

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

Section 1.

Based upon the petition of Lakeco Partners II, LTD, (Greg Beliveau, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City 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 _____ 2022.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LAKECO PARTNERS II, LTD.
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
April 22, 2021

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 **Lakeco Partners II, LTD., 121 South Orlando Avenue, Suite 203, Winter Park, Florida 32789 "Permittee" (Greg A. Beliveau, Land Planning Group, Mt. Dora, Florida, Agent),** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND
The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 184 single family residential units on approximately 72 acres, generally located south of Dewey Robbins Road and west of Duncan 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 **Lakeco Partners II, LTD., 121 South Orlando Avenue, Suite 203, Winter Park, Florida 32789 "Permittee" (Greg A. Beliveau, Land Planning Group, Mt. Dora, Florida, Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**
   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 72 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

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

B. Prohibited Uses

1. Townhouses
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. 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 184 single family residential units, at a gross density not to exceed 2.6 units per acre on the approximately 72-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums. The minimum number of 100-foot-wide lots shall be no less than 20% of the final total number of lots in the subdivision.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. <u>For 50 foot lots:</u>
   a. Minimum house size: 1,700 square feet.
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   c. Minimum lot size shall be 6000 square feet.
   d. Minimum width 50 feet
   e. Minimum depth 120 feet

f. Minimum building setbacks:
Front – 25 feet;
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 20 feet.
Porch – 20 feet (porch must be a minimum width of 6 feet).

2. For all other lots:
   a. Minimum house size: 1,800 square feet.
   b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   c. Minimum lot size shall be 10,000 square feet.
   d. Minimum width 80 feet
   e. Minimum depth 120 feet
   f. Minimum building setbacks:
   Front – 25 feet;
   Rear – 18 feet;
   Side – 7.5 feet;
   Corner Side – 20 feet.
   Porch – 20 feet (porch must be a minimum width of 6 feet).

3. For all structures:
   a. Each residential structure shall have a minimum two car garage.
   b. Minimum distance between structures shall be fifteen (15) 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. Maximum building height: two (2) stories or 35 feet.
   d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
   e. 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.
   f. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
   g. 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 three 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 Manager or designee for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manger or designee.

D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. LANDSCAPING & BUFFER REQURIEMENTS

A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape

buffer 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.

B. A spilt-rail fence, of either wood or vinyl construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.

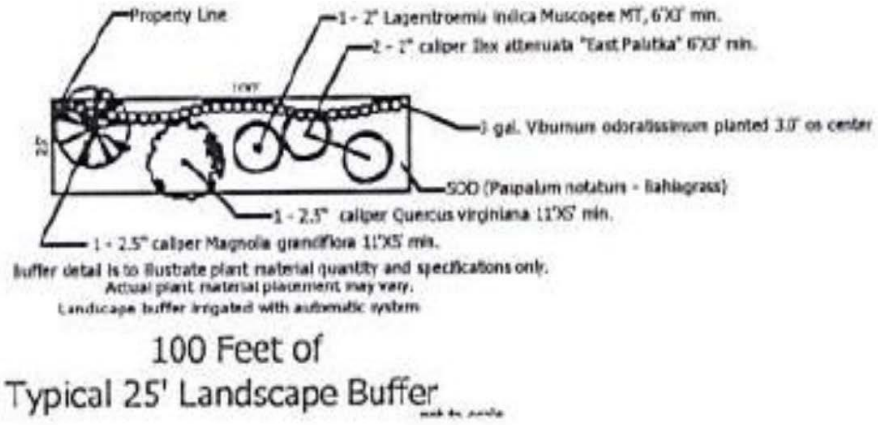
C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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

Figure B



E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager 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.

F. 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 have at least one access point on Duncan Road, or if required by Lake County, Dewey Robbins Road, as prescribed by Lake County Public Works, as shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
   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.

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 bases of a monument sign may be approved by the Community Development 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 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.

G. 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, such as a Homeowners or Property Owners Association.

1. 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.
2. 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 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, consistent with the typical pioneering agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the 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 homeowner's or property owners 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.
   1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
   2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 0.87 acres, or 200 square feet per unit.

B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:

1. Trails, playgrounds, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. Implementation of the project shall substantially commence one-hundred twenty (120) months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the

development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

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

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid 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**

LEGAL DESCRIPTION

LakeCo Partners II, LTD

The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows: Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89*48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

Commence at the Northeast corner of said Section 6; thence North 89*30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89*30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89*30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00*46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

EXHIBIT C **CONCEPTUAL SITE PLAN**

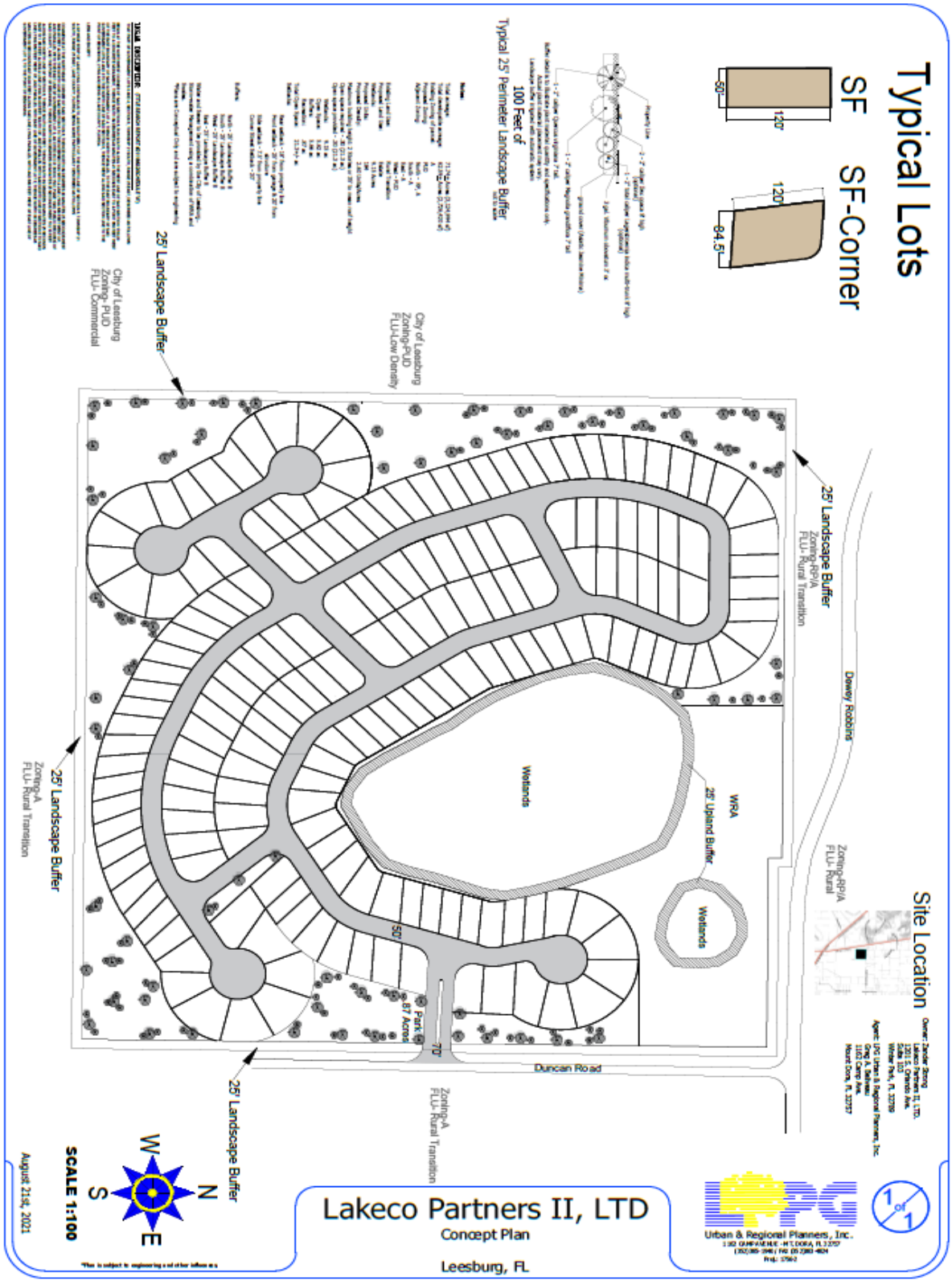


EXHIBIT D **FAÇADE SAMPLES**

Exhibit A

LEGAL DESCRIPTION

LakeCo Partners II, LTD

The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows: Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89*48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

Commence at the Northeast corner of said Section 6; thence North 89*30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89*30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89*30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00*46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

~ End of Legal Description ~

CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS

DATE: October 21, 2021
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-21-308

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development).

2. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg Estate is compatible with adjacent properties having Future Land Use designations which include City of Leesburg Low Density Residential, General Commercial, and with property in Lake County having Future Land Use designations of Rural and Rural Transition.

3. The site is located along a major growth corridor and near existing city utilities which are available at U.S. Highway 27.

4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: October 21, 2021

OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-307; PUD-21-308

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Rural; Lake County Rural Transition
South – Lake County Rural Transition
East – Lake County Rural Transition
West – City of Leesburg Low Density Residential; City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County RP (Residential Professional)
South – Lake County A (Agriculture)
East – Lake County A (Agriculture)
West – City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:
North – Residential
South – Improved pasture
East – Improved pasture
West – Agriculture

PROPOSED LAND USE: Residential subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: October 21, 2021
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-307; PUD-21-308

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/15/21

FIRE

No comments from Fire Department. Amanda Stevenson 10/15/21

ELECTRIC

This is outside of Leesburg Electric's territory. No objections. Steve Davis 10/4/21

GAS

No comments received as of 10/15/21

GIS

GIS has no comments. Tammy Magamoll 10/4/21

BUILDING

No comments received as of 10/15/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 10/5/21

ADDRESSING

No comments received as of 10/15/21

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/15/21

LAKE COUNTY SCHOOLS

See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Thanks, Helen LaValley 10/11/21

PUBLIC RESPONSES

Approval

No comments received as of 10/15/21

Disapproval

No comments received as of 10/15/21

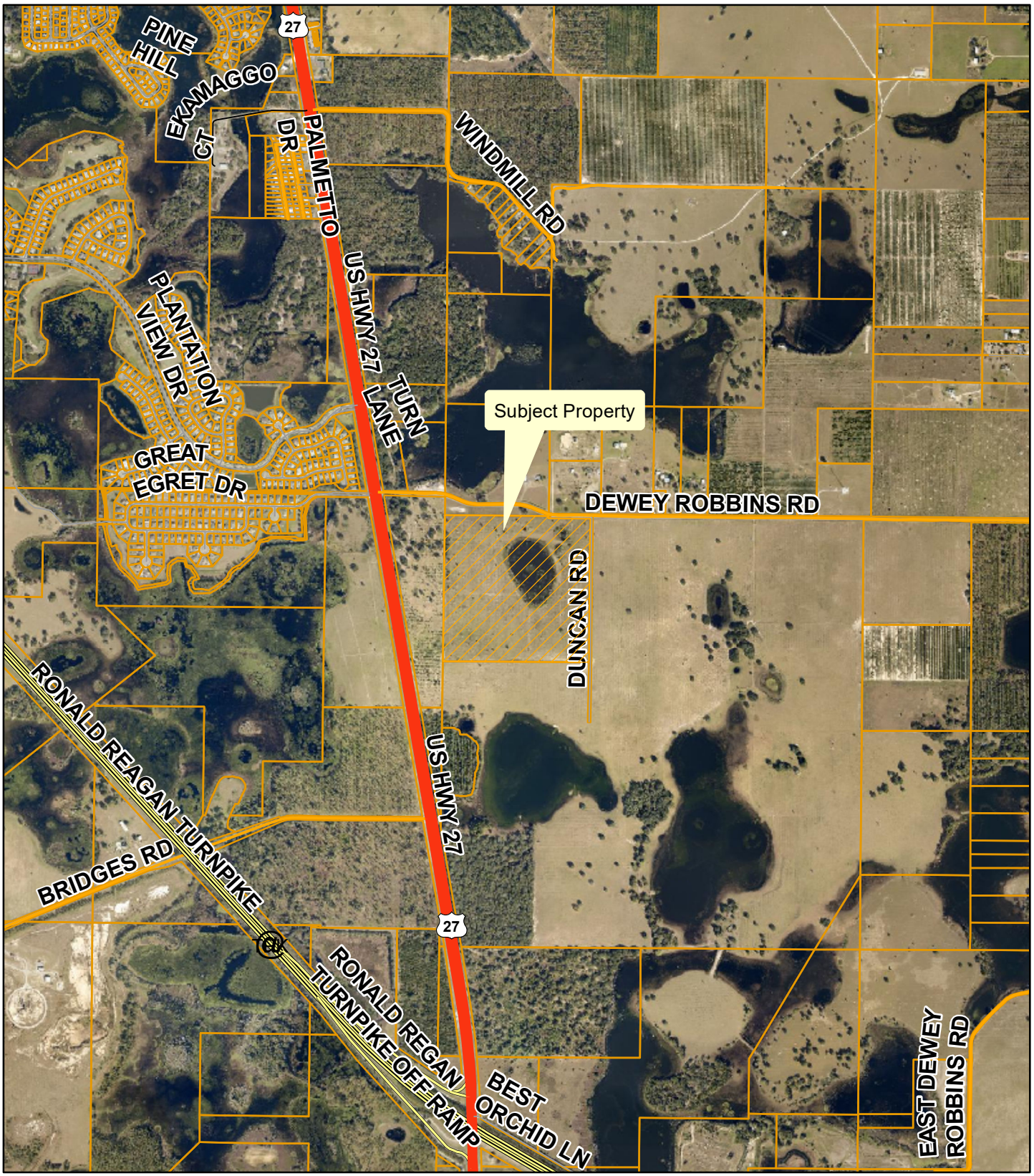
No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial



Planning & Zoning Division

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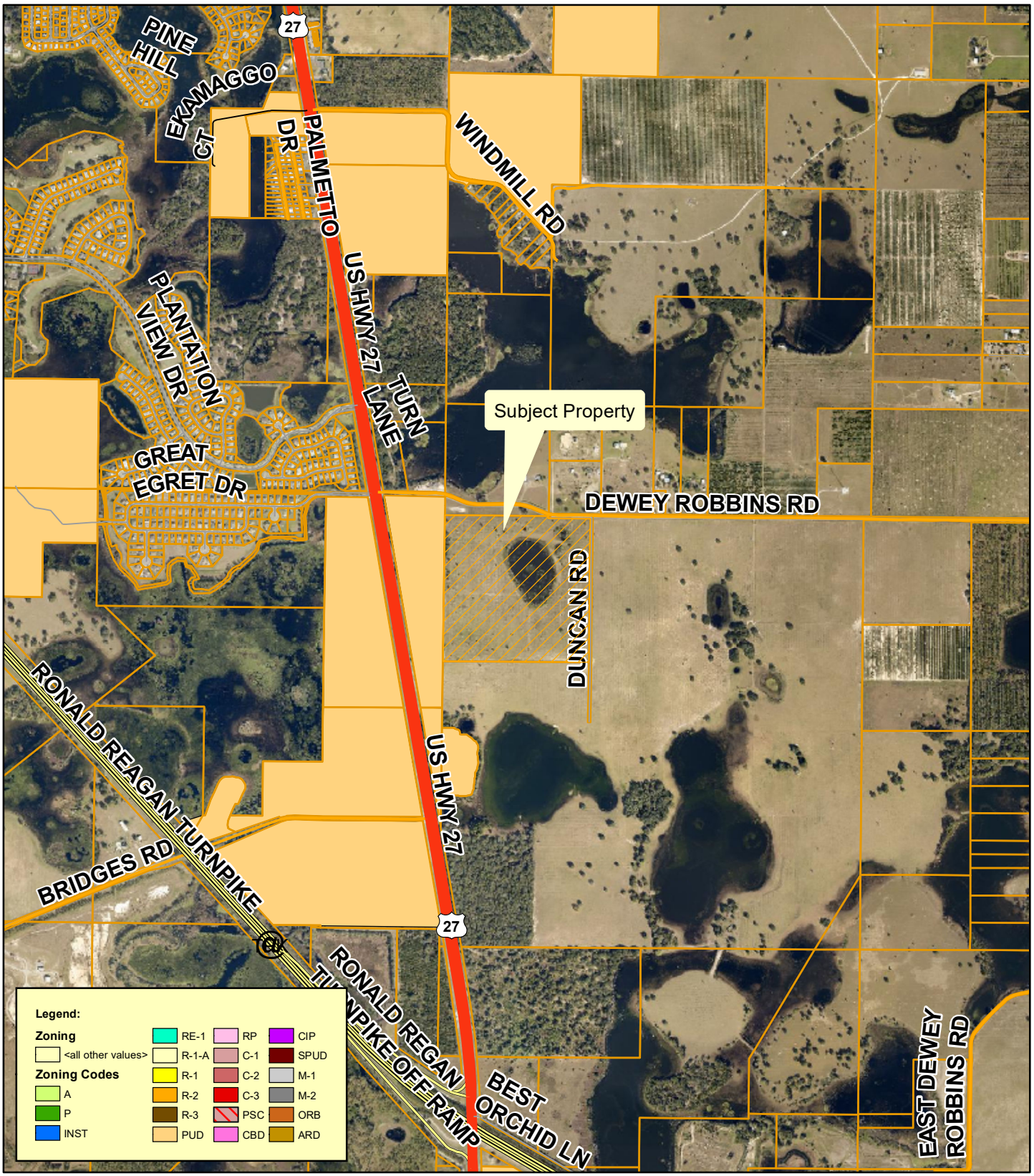
Feet

Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Zoning



Planning & Zoning Division

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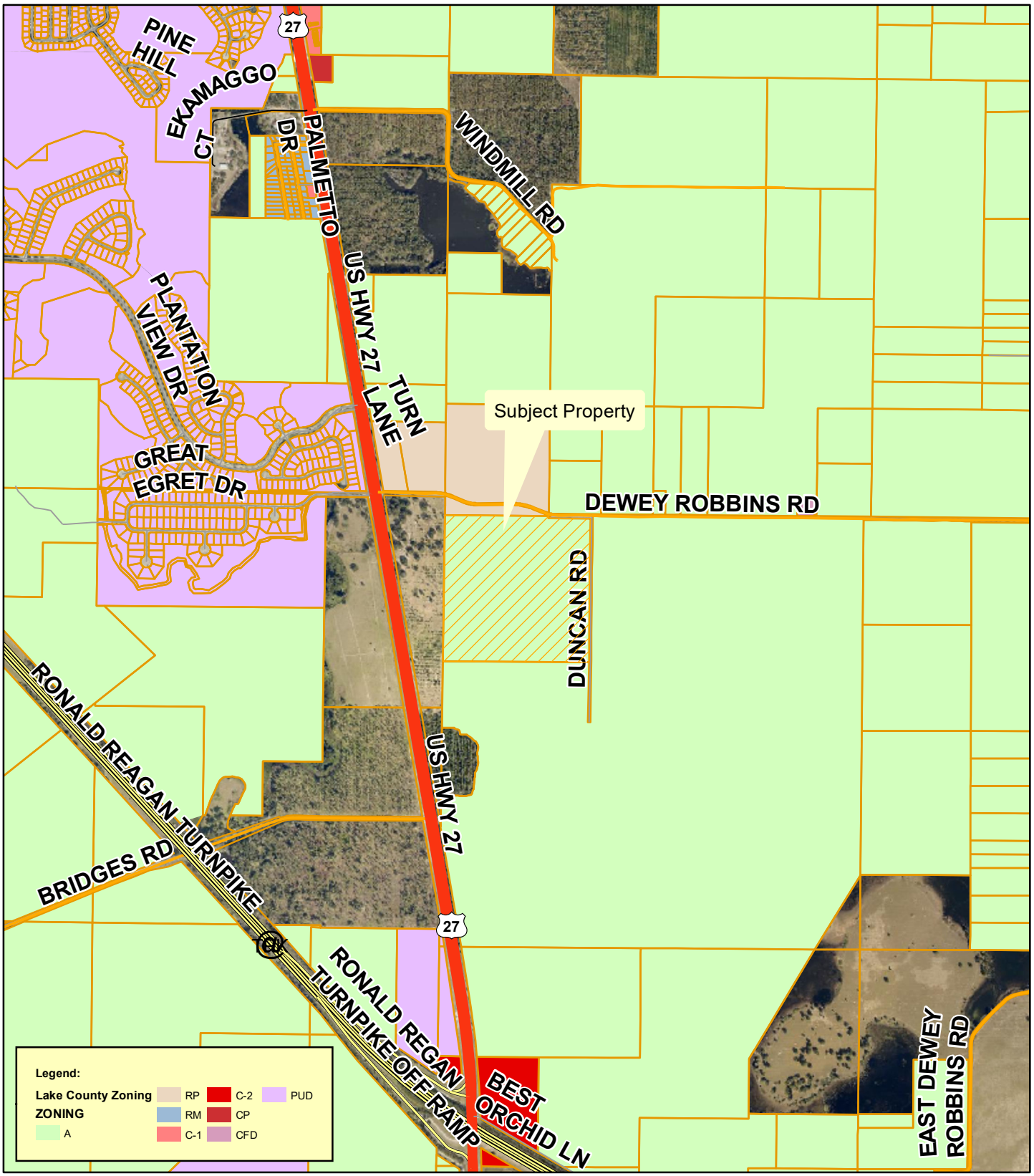
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Lake County Zoning



Planning & Zoning Division

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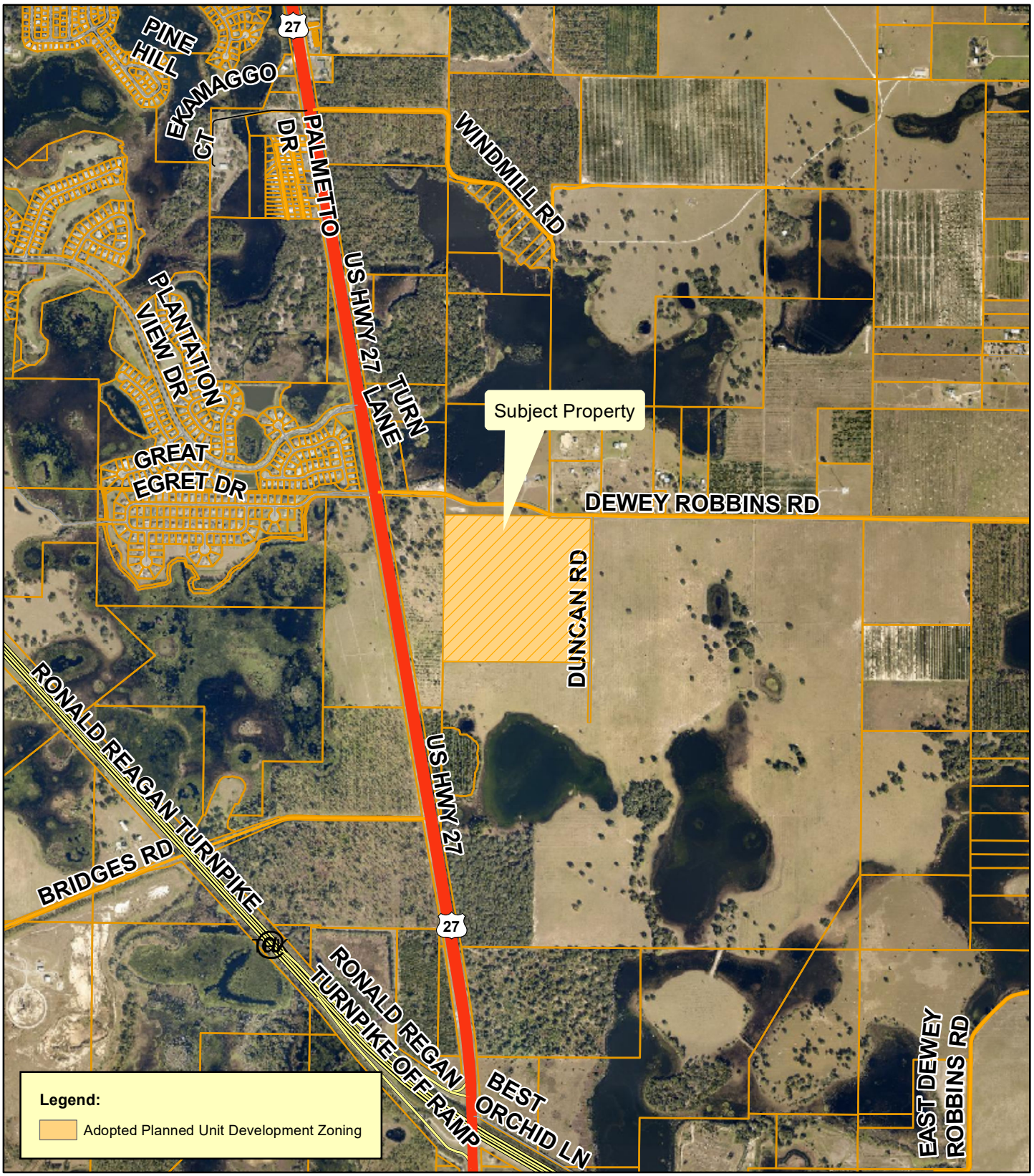
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Adopted PUD Zoning



Planning & Zoning Division

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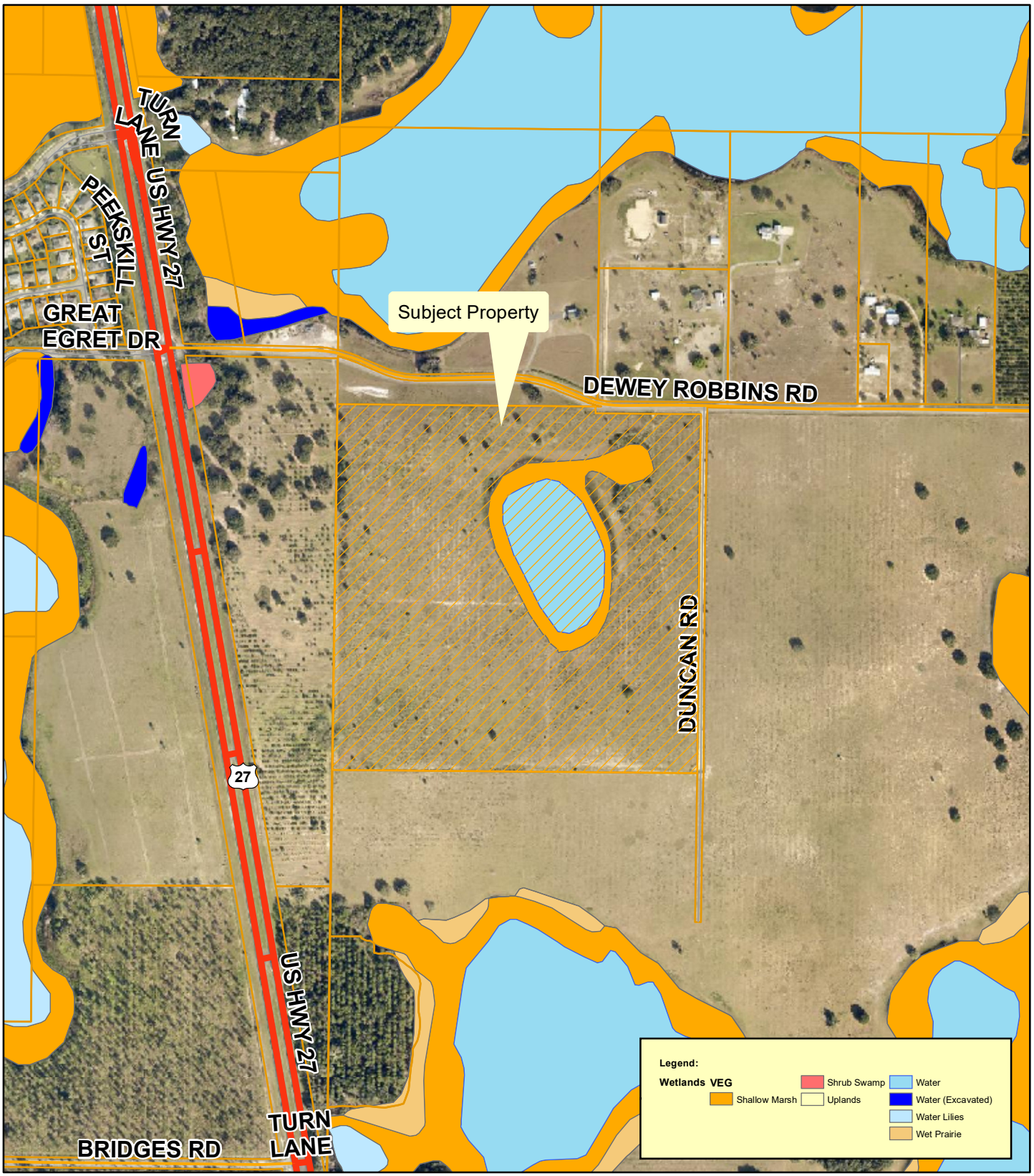
Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Wetlands



Planning & Zoning Division

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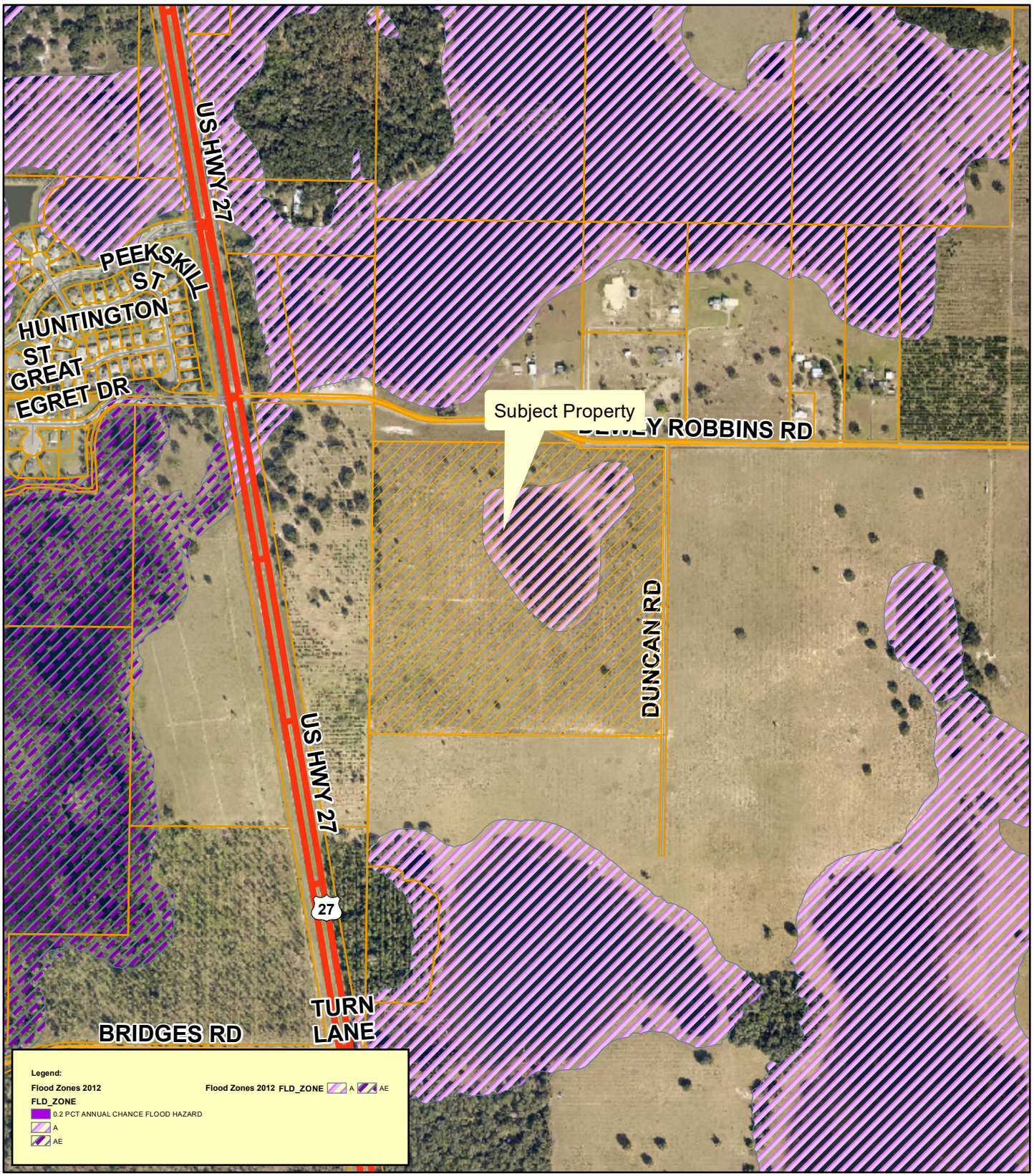
Feet

Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Flood Zones



Planning & Zoning Division

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Feet

Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: February 14, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the American Rescue Plan - Civic Funding Grant program; and providing an effective date.

Staff Recommendation:
Approve resolution authorizing the "roll out" of the Civic Organization grant program funded with American Rescure Program Act funds.

Analysis:
As part of the City Commissioner's decision to allocate $100,000 from ARP funds to be issued to Civic Organization, staff seeks approval on the attached material which will officially allow the program to roll out for public application. The attached material is the application and grant agreement form. The process will work similar to the CARES ACT small business funding, except this time for Civic Organizations only. No grant amount is being suggested at this time as the total allocation was $100,000. Staff suggests that the exact amount be determined based on the number of requests submitted.

Procurement Analysis:
N/A

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE AMERICAN RESCUE PLAN - CIVIC FUNDING GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the American Rescue Plan - Civic Funding Grant program.

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 the 14th day of February 2022.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg – ARP – Civic Funding Grant Application

American Rescue Plan – Civic Funding Grant

GENERAL INFORMATION

The City of Leesburg is establishing an American Rescue Plan (ARP) Civic Funding Grant designed to provide Leesburg Not-For-Profit Agencies financial relief from the impacts of the COVID-19 pandemic. The City of Leesburg has allocated $100,000 toward this grant program which will provide cash relief to selected Not-For-Profit Agencies in various amounts ranging from $1,500 up to $10,000. Grant awards have not been specifically set and will be based on the number of grant request submitted in the initial grant review period, funding limitations, competing applications and/or competing priorities. Once the total allocation of $100,000 is awarded, grant requests will no longer be funded.

Applicants are reminded that grant awards are discretionary in nature and should not be considered an entitlement by the applicant. All applicants must be a registered Not-For-Profit Agencies. Funding priority will be given to those Not-For-Profit agencies that have not received relief funding.

GRANT APPLICATION PROCESS, DEADLINE AND APPROVAL

Applications will be accepted on a first come, first served basis. The initial application period will be February 24, 2022 through March 31, 2022. All applications will be reviewed for completeness and submitted to the Commission for Award Consideration at the Monday, April 11, 2022 Regular Meeting of the City Commission.

The review process will be as follows:

A. Applicant submits application form to the Office of the City Manager
B. City Manager review of applications
C. City Manager presentation to the City Commission
D. City Commission review, comment and grant award
E. Formal grant agreement executed by Applicant and City Commission (See attached)
F. Awarded grant amount is issued to applicant

DISCLAIMER

No warranties or guarantees are expressed or implied by the description of, application for, or participation in the ARP – Civic Funding Grant Program.

City of Leesburg – ARP – Civic Funding Grant Application

SECTION A – GENERAL INFORMATION

1. Organization Name (same as on your tax filings).*

2. Organization was in operation prior to August 31, 2020. *

Yes

No

3. Organization has been negatively impacted by the COVID-19 emergency. *

Yes

No

4. Applicant has a physical location in the corporate limits of Leesburg, Florida prior to August 31, 2020.*

Yes

No

5. Organization can demonstrate ongoing operations within Leesburg - Lake County, Florida through February 15, 2022. *

Yes

No

6. Organization expects to continue/resume operations.

Yes

No

7. Organization does NOT have any legal actions against or from the City of Leesburg, including code enforcement liens.*

True

False

SECTION B - CONTACT INFORMATION

1. Name of Organization and Primary Contact*

2. Primary Contact Email Address *

3. Primary Contact Phone Number*

SECTION C – APPLICANT CERTIFICATION

The submitted Application, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. Applicant acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to Applicant, if a public records request is made for such information, and none of the City of Leesburg Parties, as defined above, will be liable to Applicant for such disclosure.

The City of Leesburg is authorized to make all the inquiries deemed necessary to verify the accuracy of the information contained herein. Additionally, applicant agrees that in the event that money is provided pursuant to this application, the City or its agent shall be entitled to access and audit such records as may be necessary to prevent fraud in this process or ensure compliance with federal requirements, and applicant shall fully cooperate with the City or its agent and timely respond to any requests for such records. Without limiting the generality of the foregoing, the Applicant specifically acknowledges and agrees that, if awarded funds pursuant to this Application, the City, and any duly authorized agents, shall be provided access to all of the Applicant's records and supporting documentation which concern or relate to this Application at any and all times during normal business hours upon request.

City of Leesburg – ARP – Civic Funding Grant Application

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true. I understand that knowingly making a false written declaration may be charged as a felony of the third degree.

☐ I acknowledge and accept the above statement.*

SECTION D - APPLICANT ACKNOWLEDGEMENT AND VERIFICATION

Please read and mark all of the items below to acknowledge/verify each statement. Missing checks may cause a delay or grant declination.

☐ 1. I (we) certify that I (we) have the authority to apply for this grant on behalf of the organization described herein.*

☐ 2. I (we) certify that the organization has been negatively impacted by the COVID-19 emergency as described herein*

☐ 3. I (we) certify that the grant funds will be used for authorized organizational expenses only, in accordance with the requirements and restrictions set forth in the American Rescue Plan Act.

☐ 4. I (we) certify that the information contained in this application is true, complete, and correct to the best of my (our) knowledge.*

☐ 5. I (we) expect to resume normal operations after the emergency guidelines are lifted.*

☐ 6. I (we) shall cooperate with the City or appropriate officials for grant auditing purposes, as further set forth and described above.*

☐ 7. I (we) understand that any willful misrepresentation on this Application could result in a fine and/or imprisonment under provision of the United States Criminal Code U.S.C. Title 18, Section 1001, and shall entitle the City to receive a return of any funding provided hereunder, in addition to any other remedies it may have against Applicant at law or in equity.*

☐ 8. I (we) further understand that, pursuant to Section 92.525, Florida Statutes, a person who knowingly makes a false declaration thereunder is guilty of the crime of perjury by false written

declaration, a felony of the third degree, punishable as provided in Sections 775.082, 775.083 or 775.084, Florida Statutes*

SECTION E - SIGNATURE AND CERTIFICATION

Signature*

Full legal name

Date*
Date

☐ Under penalties of perjury, I declare that I have read the foregoing application or supplemental documentation and the facts stated in it are true and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this application as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

City of Leesburg – ARP – Civic Funding Grant Application

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), and _____ ("Recipient").

WHEREAS, the United States of America adopted H.R. 1319 referred to as the American Rescue Plan Act of 2021 ("ARP"), which provided for funding to state and local governments, including the City, which could in turn issue grants to eligible entities for authorized purposes, and

WHEREAS, Recipient has been awarded a grant by the City utilizing ARP funding, and is entering into this Agreement to affirm its eligibility for the grant and to bind itself to utilize the funding only for purposes permitted by ARP,

NOW THEREFORE, Recipient and the City, in consideration of the extension by the City to Recipient of the grant described more particularly below, agree as follows:

1. The City hereby awards the sum of $_____ to Recipient, from the City's allocation of ARP funds.

2. The grant is awarded either for (check one) replacement of revenue lost by Recipient during the COVID-19 pandemic ("Revenue Replacement").

3. Recipient certifies, for the benefit and reliance of City, that Recipient suffered significant revenue losses during the pandemic, which were directly related to the effects of the pandemic on the economy, which losses equaled or exceeded the amount of the grant being awarded to Recipient.

4. The Recipient shall, at any time within seven (7) years from the date it receives the grant funds, provide records sufficient to demonstrate that Recipient suffered a pandemic-related financial loss equal to or in excess of the amount of the grant. Such records, once produced to the City, will constitute public records under Florida law. Recipient further agrees to utilize the funds in the conduct of its business operations, to replace revenue lost to the pandemic, and not for any other purposes.

5. Recipient covenants to follow strictly all requirements imposed by the ARP, and by any rules or regulations promulgated under the ARP, and to hold the City harmless and indemnify it against any losses due to any failure by Recipient to adhere to the requirements of the ARP, applicable regulations, or this Agreement.

6. If any certification, representation or statement of Recipient in this Agreement turns out to be false, misleading, or incomplete in such a way as to be false or misleading, or if Recipient breaches any term, condition or covenant of this Agreement, or if due to any act or omission of Recipient, City becomes obligated to return all or a portion of this grant to the Federal government, then Recipient shall reimburse the City in full for all grant funds used in violation of ARP or this Agreement, together with any costs and attorneys' fees the City incurs as a result.

7. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any efforts to collect or enforce a judgment obtained. Venue for any case or controversy arising under this Agreement shall be in Lake County, Florida. This Agreement shall be governed by the laws of the State of Florida and the United States of America.

8. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

10. Recipient understands and acknowledges that the City is extending grant funding to it in reliance on this Agreement and the representations and undertakings of Recipient in this Agreement, and that such reliance on the part of the City is foreseeable and justifiable. Recipient states affirmatively that all factual representations made in this Agreement or made to the City to induce the City to extend grant funding to Recipient are true and correct.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____

MIKE PEDERSON, Mayor

City of Leesburg – ARP – Civic Funding Grant Application

ATTEST: _____ DATE:: _____ , 2022

ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____

CITY ATTORNEY

RECIPIENT:

_____

BY:_____

_____

Type or print name and official title

DATE:: _____ , 2022

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: February 14, 2022

From: Al Minner, (City Manager)

Subject: Review Request for Proposal of City Attorney

Staff Recommendation:
Direction Item.

Analysis:
Staff has been compiling the reviews of the Law Firms who submitted a proposal to serve as City Attorney. The purpose of this item is to publicly review and rank law firms that submitted. Commission direction will then be required to either: (1) select firms to formally interview; or (2) select a firm to immediately move into contract negotiation. The action taken will then determine that next phase of the City Attorney selection.

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time: