

**AGENDA  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, APRIL 27, 2026 5:30 PM**

**1. CALL TO ORDER**

**INVOCATION**

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

**2. PROCLAMATIONS:**

**A. Municipal Clerk's Week**

**3. PRESENTATIONS:**

**A. None**

**4. PUBLIC COMMENTS:**

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

**5. CONSENT AGENDA:**

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

**A. CITY COMMISSION MEETING MINUTES:**

**1. Regular meeting held April 13, 2026**

**B. PURCHASING ITEMS:**

1. **Purchase request by the Leesburg International Airport for the installation of a new roof over the existing structure and the replacement of existing skylights at an airport hangar by Advanced Roofing, Inc. in the amount of \$128,200.00.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 1 to the existing agreement with The Fishel Company for Underground Utility Construction Services; providing for an increase in contract rates; extending the term of the agreement; and providing for an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Cathcart Construction Company – Florida, LLC for the Carver Heights Stormwater Improvements project; and providing an effective date.**

**C. RESOLUTIONS:**

1. **None**

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

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

**A. SECOND READING OF ORDINANCES:**

1. **An Ordinance of the City of Leesburg, Florida, dissolving the Tara Oaks Community Development District pursuant to section 190.046(10), Florida Statutes; finding that the district has no outstanding financial obligations and no operating or maintenance responsibilities; providing for repeal of ordinances in conflict; providing for severability; and providing for an effective date. (Tara Oaks CDD dissolution)**

**B. FIRST READING OF ORDINANCES**

1. **An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Grace Groves Community Development District, established pursuant to Ordinances 24-33 and 25-67; providing a severability clause; addressing conflicts; and providing an effective date. (Grace Groves CDD Amendment Contraction)**

**C. NON-ROUTINE ITEMS:**

1. None

**D. U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY:**

1. **Resolution of the U.S. Highway 441/27 Community Redevelopment Agency (U.S. 441 27 CRA) of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date.**

**7. INFORMATIONAL REPORTS:**

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

- A. None

**8. CITY ATTORNEY ITEMS:**

**9. CITY MANAGER ITEMS:**

**10. ROLL CALL:**

**11. ADJOURN:**

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

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

**AGENDA MINUTES  
CITY COMMISSION MEETING  
CITY HALL, 501 W MEADOW STREET  
MONDAY, APRIL 13, 2026 5:30 PM**

**1. CALL TO ORDER**

The City of Leesburg Commission held a regular meeting on Monday, April 13, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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

**INVOCATION**

Mayor Berry gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights Montclair CRA meeting held prior.

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

**2. PROCLAMATIONS:**

**A. None**

**3. PRESENTATIONS:**

**A. Electric Department Safety Awards - APPA and FMEA**

Brad Chase, electric director, said recently the city of Leesburg Electric Department had the honor of being presented with two safety awards. One is the American Public Power Association 2025 diamond safety award and the other is the FMEA Florida Municipal Electric Association safety award. Both of these awards recognize the city of Leesburg Electric Department for demonstrating outstanding commitment to safety, protection of our employees, and the community that we serve. In 2025, the electric department had zero safety incidents, zero accidents, no lost time, events or reported cases. Line work is listed as one of the top 10 dangerous jobs and in order to provide reliable power, line workers are frequently engaged in dangerous work that can place them at risk of serious or fatal injuries. For these

reasons, public power utilities place significant emphasis on safety and training. Our team has a strong commitment to safety and over the years has developed a strong safety culture, and we strive for excellence. Utility operations is a cornerstone to employee protection. Every task, every routine maintenance, emergency power restoration that we perform must be committed to hazard awareness, proper procedures and accountability. Thank you for the opportunity today to share the electric department's job well done over the past 12 months.

**4. PUBLIC COMMENTS:**

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

Darrel Crane, District 2, Leesburg, requested that at a future meeting the commission take up a discussion on the maintenance and beautification of West Main Street from U.S. Highway 27 to the South Street connection. The city took over that maintenance area, and he would like a chance to discuss that with the commission.

James Hobgood, Breakfast at Tiffany's, thanked the police department for the JAG program they held this weekend. It is where all the local elementary schools get together and hold Olympic-style games from Pre-K through Fifth grade. He got to MC the event again, has done that now for three or four years. He just wanted to publicly thank them. It is a really cool thing they do, and it was done really well. Seemed like the kids and the teachers really had a good time. Thank you.

**5. CONSENT AGENDA:**

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

**Items pulled for discussion:**

**5.b.2 Kingdom Construction Services Change Order  
and**

**5.c.6 Trinity Land Company Utility Pioneering Agreements**

Commissioner Pederson moved to adopt the Consent Agenda except for 5.b.2 and 5.c.6, and Commissioner Reisman seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

(Each item has its coordinated resolution number listed below the header)

**A. CITY COMMISSION MEETING MINUTES:**

**1. Regular meeting held March 23, 2026**

**B. PURCHASING ITEMS:**

- 1. Purchase request by the Police Department for the purchase of specialized equipment from Global Public Safety, a sole source vendor, to upfit four (4) new police vehicles in the amount of \$76,106.60.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the execution of a \$650,000.00 Change Order with Kingdom Construction Services, Inc. for completion of the Susan Street Sport Complex; and providing an effective date.**

**ADOPTED RESOLUTION 12,214**

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell said in going through the change orders, there was a \$175,000 overrun for construction, \$252,000 overrun for bleachers, scoreboards, and field goals, and \$140,000 for mitigation of storm water. He started with storm water. He understands there were some changes to the district on how you accommodate storm water. So, when did those changes take effect, and when did we submit our civil plans to the district versus those dates? **CM Minner** asked Halff to answer those specific date questions. **Brett Tobias**, Halff Tavares operations manager, 902 North Sinclair Avenue, said Alistair Brice, with their office is also present and we are the civil engineers for the site permit. For the specific dates, Alistair can answer those as the engineer of record. **Mr. Brice** said the initial submission to St. John's was in October 2024, and the permits were finalized in July 2025.

Commissioner Connell asked when the changes with the district take place? **Mr. Brice** answered sometime in the spring of 2025. **Commissioner Connell** asked if the submittal in 24 should have accommodated these changes. **Mr. Brice** answered the initial submission went in with an aggressive design. Originally a play field, we converted it into different types of fields. Originally it was baseball fields, and the redesign was more grass sports fields. We were trying to get some compensation there, but the initial design went in with a submission to the district. After our pre-application meeting, the district said that there were no impaired water bodies that we were discharging to. The first round of comments came back saying that we were in fact discharging to an impaired water body. Therefore, there would

have to be additional treatment included as part of our design. **Commissioner Connell** said, the district changed from the original submission to the second submission on the impacted water body. **Mr. Brice** stated the initial pre-application meeting with the district, they stated that it was not. When it went into review, there was a more detailed review that came back saying that we had to accommodate for that. **Commissioner Connell** said so, they gave us bad information which is causing us to redesign for \$140,000. **Mr. Tobias** said they gave us information that they later contradicted upon a substantial review. **Commissioner Connell** asked, and they do not hold any responsibility for this bad information? **Mr. Tobias** replied unfortunately, no, sir, they do not. If you read any water management district permit that is issued to a private or a public organization, there is actual language in there that says if the district finds any fault with their own permit, even errors in their own reviews, that they are held harmless from that and that they can rescind the permit and require the applicant to resubmit a new application through no liability or cost to the district and all cost to the applicant. **Commissioner Connell** said there were some changes in the district as far as their design criteria, but reading tonight's agenda memo, it says that the rock estimate was 100% miscalculated. Their criteria changed that much that we missed that mark by one hundred percent? **Mr. Tobias** replied we had to increase the rock, but he does not believe it was one hundred percent. The rock is your storm water system, your underground storage, that water stored in the void space. The difference between impaired and non-impaired is a very large difference in criteria. It is going from what was the old presumptive criteria, which was a volume over the drainage area, to a nutrient calculation based on a set of different things. He would be happy to get into the minutiae of nutrient calculation, but thinks everyone might get a little bored. It is a much more stringent criterion when you have to do nutrient and anything that is discharged to an impaired water body by statute does have to do the nutrient removal calculation. **Commissioner Connell** asked for his own curiosity, what water body this is impacting? **Mr. Tobias** replied Lake Griffin. He thinks it speaks to the disconnect between what the district originally informed us versus the criteria they ended up with. They determined in formal review that there was a series of ditches, canals, and pipes, etc. along a very long flow path that led to Lake Griffin. As an engineer, he has his own concerns about a flow path that long providing a nutrient discharge to something that far away, but that is not the way the rule is written. The rule is written that if you eventually end up in an impaired water body that you are subject to those criteria. Since it was a long flow path that may have led to the district giving us the erroneous information in the pre-application meeting. **Commissioner Connell** said for clarification that we submitted the plans prior to the rule change, but you are saying you submitted the plans based on your conversation with the district and did not make adjustments to the rule change coming into effect. **Mr. Tobias** said, No, sir. The impaired versus non-impaired was not a rule change. That is a criterion in the existing rule, but the existing rule allows for different design criteria based on which of those two buckets you fall into. We are operating under the same statutory rules, but there are different design criteria based on whether you are impaired or not impaired. Once we are put into the impaired criteria, your treatment volume increases dramatically.

Commissioner Connell said his next question is on the \$175,000 shown in the agenda memo. This amount is overruns for construction? **CM Minner** replied in the packet there is the list from Kingdom Construction. We originally went into contract with Kingdom Construction for 10.5 million. Of the 10.5 million, about \$960,000 was a contingency in the project. We kept a large contingency for the reasons that we kind of tried to expedite some permitting. We went into a bid process at 90% design complete because we were trying to meet certain debt grant deadlines and so forth. So, in the project, we submitted a list that is in the packets that shows all the areas where we were credited and the debited. So that \$175,000 is a reference to how much we are over relative to the contingency. Where we came up with the 650 request is that 175 plus the items that we were planning to spend out of the contingency; the \$252,000 for the bleachers and scoreboards, and he thinks there was something else in there, plus we already paid for the mitigation, which was the 140 you referenced. This body approved the payment to St. Johns for the mitigation, the 140, and then whatever remaining to get the project done. That is where we come up with the difference, but the detail is in the packet on all the things, we are over. He thinks there

were like 24 items on that list. Some are credits, some are debits, but the lion's share of the overage is directly related to the additional rock and excavation that we need to put in the additional filtration system for the championship field. The championship field is designed as turf, not grass, but an artificial turf field. That is kind of the centerpiece of the park. **Commissioner Connell** asked if part of the \$175,000 of the estimated overruns includes the mitigation? **CM Minner** replied that there are two areas of overages. The commission approved the construction project of \$10.5 million that is exclusive of the engineering. From the \$10.5 million, the first expense we put in that was the mitigation payment \$140,000. The commission approved that expenditure, which took off \$140,000 from the contract price, which would fall into contingency. But now those other items from the contractor's excavation and the rock are pushing us up over that 960. **Commissioner Connell** asked if the Kingdom estimated overruns at 175 and the mitigation bank payment at 140, do those two go hand in hand to address the district's issues? **CM Minner** answered no. The mitigation payment was separate, but because there are other overruns inside the project, he needs to come back with all the overruns so that we can ask for the proper overage. Everything on the Kingdom list plus the scoreboards, plus the bleachers, and plus the mitigation payment. Add all those things up, you need the extra 650 to complete the project at an approved budget. Basically, because the contingency is absorbed by Kingdom expenses, he needs to find another home for that mitigation payment. Need to increase the budget. **Commissioner Connell** asked with the recreational estimate and overruns, which include scoreboards, goalposts, and bleachers, was that not included in Kingdom's bid? **CM Minner** replied, it was not. We anticipated spending those monies out of the contingency. Think there was a hundred or about a hundred for scoreboards in the Kingdom bid that we ultimately did not use because we used those monies for other overages, which are on that list. So, as things increased, they were kicked out of the overage box and so it is the Kingdom list plus that request. Those are all the overage items. **Commissioner Connell** added that the championship scoreboard was paid for through a donation. **CM Minner** replied, Correct, but there are also four other fields that need scoreboards.

Commissioner Burry asked now with the overages, is this project still cheaper than the second bid we received? **CM Minner** said the second bid was 12.5 million with the requested overage. He thinks we will come in at around 11.2.

Commissioner Connell said he thought there was an alternative in the agenda memo if we do not go with this. **CM Minner** said yes, the alternative is to complete the project for 10.5 million. If we go with the 10.5 million, we will end up cutting back on other things in that contract. We would not complete the project to fruition. So, we would cut out the bleachers, cut out the scoreboards, cut out some of these other things to get us within the budget parameters, but the result will be that you do not complete the project to the design standard. You will have to make some pretty Draconian cuts that he will be back to you next fiscal year looking to solve in fiscal year 27 using discretionary monies or CRA monies or cash to fix, because the items we need to do to complete the project within the scope need to get done. So, the option is you cut way back, but you are going to have a product that he does not think you will be happy with. **Commissioner Connell** asked if one of the options was to not go with the turf field and go with a grass field on the championship field. **CM Minner** replied he thinks at this stage you probably could do that, but then you are going to put yourself into the category of having a field that was marketed for what people are looking at. We are already getting inquiries; people want to come and play on the turf field. From the sports marketing aspect, that was a big part of this project which is linked back to the money that the county is giving through the TDC monies. Part of the concept was to have a regional facility that was going to be a sports marketing promotion. If you do not complete a turf field for the championship field, then we think we are going to take a big hit on how we can market the facility. So, yes, that is an option. You can build a grass field, but he thinks that is going to provide a product that is not going to live up to the standards and the incumbrances that we put on the TDC money. There is the potential that, okay, you build grass now, you do not get the scheduling for the outside market. If you do not get the scheduling for the outside market, you are going to hit the claw back provision of the county money. You

might end up paying the county a million bucks instead of the contractor \$650,000. **Commissioner Connell** asked if the county's money is tied to us using artificial turf? That does not make sense. **CM Minner** answered that the county's money is tied to promotion and use of the facility. Use of the facility is tied to the type of turf. There is a marketing promotion to bring in sports tourism based on the type and quality of championship field we build. So, we got a million dollars of TDC money from the county that requires that the field be used regionally at X number of events. If we do not build a turf field, then X could be X minus something and if we do not meet that X number, then we could be on the hook for paying back TDC money. There is a correlation between if you downgrade the field, you downgrade the type of events you get in. If you do not meet the standard of what we told the county, then that could equal the claw back provision. So yes, constructing a grass field is an option, but he does not think it is a very good one because you could be on the hook for a million versus 650.

Mayor Berry asked if there were any further comments.

Commissioner Pederson wanted to go on the record to say that this project started out at like 5.5; he supported it. It went to 7.5; he supported it. It went to 10.5, and he did not support it, but he will support this because the commission has heard him say before, if you are going to do a project, do it right.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Commissioner Connell	No
Mayor Berry	Yes

Four yeas, one nay, the Commission adopted the resolution.

- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Paqco, Inc. for the Leesburg 5th Street Parking Lot Expansion project; and providing an effective date.**

#### **ADOPTED RESOLUTION 12,215**

##### **C. RESOLUTIONS:**

- 1. Resolution of the City Commission of the City of Leesburg, Florida, approving a square footage rate for City-owned individual storage T-Hangars and individual storage Box-Hangars at Leesburg International Airport; setting forth a timetable for future rate increases; approving future rate increases to be implemented administratively; approving ancillary documents, such as hangar wait list policies and applications, to be revised administratively as necessary; and providing an effective date.**

#### **ADOPTED RESOLUTION 12,216**

- 2. Resolution of the City Commission of the City of Leesburg, Florida, approving a form lease for individual storage T-Hangars and individual**

**storage Box-Hangars, at the Leesburg International Airport, repealing Resolution 6880; and providing an effective date.**

**ADOPTED RESOLUTION 12,217**

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Electric Service Agreement between the City of Leesburg and Fruitland Park Development IV, LLC., regarding electric service to a development known as The Enclave at Lake Geneva; and providing an effective date.**

**ADOPTED RESOLUTION 12,218**

- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Fourth Amendment to the Consolidated Lease Agreement, between the City of Leesburg and SunAir Aviation, Inc. for the purpose of amending the tie-down spaces that are included in the leased premises, which have changed due to the relocation of Alpha 2; and providing an effective date.**

**ADOPTED RESOLUTION 12,219**

- 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to apply for and, if awarded, accept the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula grant from the U.S. Department of Justice in the amount of \$13,729.00 to defray costs associated with the purchase of department equipment; and providing an effective date.**

**ADOPTED RESOLUTION 12,220**

- 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Water and Wastewater Utility Pioneering Agreement with Trinity Land Company, LLC and all; and providing an effective date.**

**ADOPTED RESOLUTION 12,221**

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell said it is his understanding that they are proposing to put in the utilities and, in return, we will reimburse them through city impact fees for the utilities as they pull permits. He thinks that if somebody is going to come to the city, ask for their property to be annexed and developed, they should foot the bill to pay for the utilities to be run to it, and not be reimbursed back with their own money. They should pay to run the utilities to their subdivision and the impact fees that are paid as they pull permits the city can use towards wastewater capacity treatment or whatever. If you want to develop in the city because you need the utilities because you want the density, you should have to pay that bill. Not to offset the cost of getting your impact fees back. The city should keep those impact fees and spend them on other parts of our infrastructure, capacity, treatment, what have you. He would like the city to consider not approving this pioneer agreement. If they want to run the utilities, have them run them, but they do not get reimbursed through the pioneer agreement as they pull permits and get their impact fees given back to them.

Commissioner Burry asked, Do we have any history with pioneering agreements to compare? **CM Minner** said his opinion is not a legal opinion, but if we have done something in the past, he does not think that necessarily means you have to do it in the future. Yes, our history has been to do pioneering agreements and out of the premises that is the purpose of impact fees. Having pioneering agreements tied to sharing impact fees because of a bonus bona fide public purpose is a legally accepted principle that we have followed from time to time. Case in point, this does not just happen with water and sewer impact fees, it also happens with road impact fees. So, the county is actually leveraging impact fees at that intersection of 470 and 33 to make those improvements. He would further say that part of the holdup in this particular agreement will use Hanover's acronym, because there are three different companies listed, so just for clarity because we have dealt with Hanover, he thinks it is referenced as Trinity with a couple different other companies, because each PUD affected has a different company name, which is not abnormal. He did not want to have the commission consider such an agreement if the impact fees did not provide the city with the financial ability to pay and leave us holding the basket for what would be a liability for a public improvement where the rate payers from their rate fees would have to finance that construction. We probably put Hanover on pause for six months or maybe even a year. Mr. Snyder probably would say we held them up longer than that, but the concern was that when water and sewer impact fees come in there are two major uses for those monies. Collection or distribution on the waterside, collection on the sewer side, and then treatment. Think about our fees, we are not writing an agreement for a check that we cannot cash. In English, that means we are not paying out impact fees that we do not anticipate collecting, which leaves us in a deficit. I did that chart for you and if you count up potential collectible revenues, we are in the neighborhood of \$50 million. All units in South Leesburg less about \$20 million, including this agreement of impact fee assignments that we are proposing, water a little bit less, but on each side you still walk away with significant cash. He thinks the number in the packet was about \$25 million bucks. So, after all obligations are paid, if they do not time out, then the city potentially has \$25 million; that would go in our accounts and sit at this point for treatment. So, back to your question, have we done this in the past? Yes. You did not ask this, but Commissioner Connell's question was, maybe we need to stop making that a policy and, if developers want to develop, make them pay their own way and that is understandable, and it is a policy that you could do. We have not done that to date for most of the major expansions, which roughly he would call the Silver Lake region. A number of developer agreements for water and sewer to basically loop water so that there is a giant loop in the system that goes from up 44 down Radio Road and then back to 441. We created a continuous water loop, and then we designed the collection or the wastewater treatment system, roughly from the north side of Radio Road, up and around down 44 as a collection standpoint. Really on that northeast side of the city, the Silver Lake region, we have contained and good design philosophies on water and sewer to get those areas tackled. Then on the south side between the NVR agreement, which is the sewer bypass agreement, if you approve this agreement with Hanover, you have the 33 and 27 corridors pretty well linked. From a water distribution and sewer collection standpoint, our ISBA box is now covered when

you enter into this agreement. So, you have two philosophies there: to continue down the path that we have, or to change and say developers you need to cover it yourself.

Mayor Berry asked if this is a relationship we should promote with the agreement and the developers that we should try to withhold? **CM Minner** said his recommendation is yes, you should do the agreement. That has been our history, but he does not want to underscore Commissioner Connell's point that he is trying to get you guys to go a different avenue. He certainly understands that perspective and thinks it is legitimate either way. The only thing he would say about this particular pioneering agreement with Hanover is that it is crafted, fully written so that we pay our obligations, and we actually make the Hanover development subordinate to other agreements. There is a certain amount of your waste water that is going to go through section A of the bypass, which is the Okahumpka intersection roughly back to the turnpike. Everybody is going to be dumping into that bypass. Therefore, we need to make developer agreements that make who is fronting the development of the bypass superior to other agreements. Even if you choose to pay the agreement or go the route that we have gone, it is written in a fashion that now we kind of subordinate whose fees are paid first. Hanover obviously agreed to this and there was communication between all the developers involved to explain the rationale of this agreement. So, A) you know Commissioner Connell's way if you are going to come in, you build it yourself, or B) you do it with the pioneering agreements, which we have done. And, this particular pioneering agreement has several layers that make it subordinate so we can meet our obligations, collect enough impact fees to be able to meet outstanding payments, and still have some impact fee money left for future improvements.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Reisman	Yes
Commissioner Connell	No
Commissioner Burry	Yes
Mayor Berry	Yes

Four yeas, one nay, the Commission adopted the resolution.

- 7. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Inter-Governmental Agreement with Lake County, clarifying Community Redevelopment Agency TIF payments by the Ambulance and Emergency Medical Services (MSTU); and providing an effective date.**

#### **ADOPTED RESOLUTION 12,222**

- 8. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the Carver Heights CRA, Gas and Fleet Services Funds for the Second Quarter; and providing an effective date.**

#### **ADOPTED RESOLUTION 12,223**

- 6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:  
During Public Hearings and Non-Routine Items, the Commission requests that those in**

**attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.**

**A. SECOND READING OF ORDINANCES:**

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 202.6 +/- acres; and being generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Lake Bright-Brighurst ANNX)**

**ADOPTED ORDINANCE 26-08**

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

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

Mayor Berry requested comments from the Commission and the audience.

PZD Miller said his is for the Lake Bright- Brighurst annexation, large scale comp plan, and plan unit development project on a site of approximately 202.6 plus or minus acres. It is generally located east of County Road 33 and south of Lake Bright Street and west of County Road 33 and south of Desert Lane. The request is for approval of a future development consisting of 502 single-family dwelling units. Under this request, the future land use application for the project is requesting a change from Lake County Rural to City Estate Residential and the zoning application is requesting a change from Lake County Agriculture to City of Leesburg PUD, which is a planned unit development. There were no substantive comments received from the city departments. The property is outside the city of Leesburg electric service area. Water, wastewater, and natural gas all indicated the ability to service the project. The project has gone to the Lake County school board as required, and the project is subject to school concurrency review. Lake County Public Works had several comments on the project, including for County Road 33. Access management requirements must be met for access points off County Road 33. Left and right turn lanes have to be provided on County Road 33 at the proposed entrances, and development will need to accommodate land area for the West Lake Trail along the property CR 33 frontage. There will also be off-site road improvements, road drainage, and future widening to save space for future widening of County Road 33 along Lake Thomas Road, which is located within the PUD. In the proposed PUD, any road that could potentially be vacated must maintain accessibility and provide new right of way for any impacted property. The concept plan being shown would need to be revised to show access to the western parcel which is just west of their property on the west side of 33. This access would need to be a right of way and road meeting local paved road standards under the roadway agreement. The developer has a roadway improvement agreement with Lake County to improve the intersection of County Road 470, 48,

and CR 33 in Okahumpka. A copy of that agreement is in your packet. It describes improvements to include widening and turn lanes and improving the intersection. Since this is a contract with the county, the applicant can provide you with more specifics on that topic. We do know it is about approximately a \$2 million project at this intersection. It should also be noted that if this project is approved by this commission, both the staff's recommendation and the PUD conditions do require the developer to initiate, construct, and complete the intersection work as described in that contract or the property will revert under the zoning as in other PUDs to 1 acre lots.

Many public responses to this request were received. In summary, their concerns were wildlife peace and tranquility that is currently offered in the county, leaving the area intact for agriculture, concerns about neighboring cattle, requests for larger buffer and solid walls, too many houses and small lots in the area. One person did request that the conditions be changed to one acre per home site. Again, just a summary, but there were significant responses to this request.

Under the terms of the PUD agreement, the proposal consists of 502 single-family detached units on 202 plus or minus acres. That gives a gross density of 2.4 units per acre. No other uses would be permitted. It would be single-detached single-family only; no town houses, apartments, duplexes or commercial uses. That would leave 299 50-foot-wide lots and 203 60-foot-wide lots for a total of 502.

The project is currently planned for design in four different phases. The proposal for the project includes design and zoning standards such as architectural requirements, 35% open space, dark sky lighting, a maximum height on the buildings of two floors, gutters for side yards less than 7 and 1/2 feet. Code compliant landscaping. A split rail fence is required along County Road 33 at a height of 4 feet. The usual Bahia or Bermuda grass is required instead of St. Augustine. There is also a 25-foot-wide buffer tract with plantings required in the PUD and this is required along all property boundaries that are not adjacent to an existing wetland or preserved area. Access is shown on the site plan at three separate primary access points. All of these will have to have a boulevard access, which is generally considered a wider street with an 8-foot-wide landscaping berm or landscape area in between the lanes. The PUD also requires the developer to provide any and all expansions or upgrades required to those access points and roadways as needed and required by FDOT or Lake County.

As stated earlier, there is a 25-foot buffer required around all property boundaries not adjacent to existing wetlands or preserved area along with the split rail fence and those buffers are required to be either undisturbed or completely replanted per the PUD. Lake County is mandating, because it is county road and roadway improvements, which is backed up by language in the PUD. So, the developer will end up having to add turn lanes, DXs lanes, and additional right of way, etc. There is 2.3 acres of park and recreation land required. That includes two primary recreation areas, one on each side of County Road 33. That would include a swimming pool, cabana, onsite parking, and in addition, other uses could include things such as a children's pool, dog parks, children's playgrounds, gazebos, and these primary recreation areas have to be constructed by the time 50% of the single-family residential homes are completed. All the utilities would be in place. All the development has to be on city water and wastewater, and natural gas as well, for 80% of those homes at a minimum. Finally, we have the phasing or expiration clause which requires the development to move forward with substantial commencement within four years, or the property would have the automatic reversion to the RE-1 zoning standards, which is one acre per unit. In addition to that, the contract with Lake County and the city's recommendation that the PUD requires the intersection improvements to be completed within 18 months or the project would again revert to 1 acre lots. So, there is some pressure there. The planning commission did recommend a denial, a three-to-three tie vote, which a tie vote is a denial. They cited that they did not feel like there would be enough of an improvement in the traffic pattern, and they wanted the area to stay more rural in character.

Finally, Mr. Ben Snyder and Mr. Tony Iorio of Hanover Holmes and Mr. Andrew McCown of GAI

Associates are here to represent the case and answer any questions.

Mayor Berry asked if the petitioner had any comments.

Andrew McCown with GI Consultants, 618 East South Street, Orlando, said he is present on behalf of Hanover Land Company, the developer. He does have a presentation, the same one shown about two months ago. As a refresher, he is happy to go through it again or jump to any questions the commission may have.

Commissioner Burry asked, when looking at the impact fee credits, the county stated that they are going to give you \$2 million and \$6,489 worth of credits. Where does that number come from? Is that per unit or is that based on the number of units you are building? **Mr. McCown** said, No, that is based on the cost of the improvements to the intersection. **Commissioner Burry** said it was just a trade-off in that respect. **Mr. McCown** responded, Correct. **Commissioner Connell** asked to reconfirm that the improvements to the intersection, all you are really doing is taking the transportation impact fee money that you would pay as you pull a permit. You are just putting it up front to put the improvements into the intersection; not really paying anything more up and above or anything else any developer would actually pay? **Ben Snyder**, 605 Commonwealth Avenue, Hanover Land Company, said it is a credit back for the impact fees. However, it ensures that the impact fees we pay in Leesburg stay in Leesburg as opposed to being at the discretion of the county to be used wherever in the county. When they approached the county about this agreement, the county did not have funding to make these improvements at these intersections. So, we thought it was a good thing to partner with the county to ensure that the worst intersections on this side of the county were improved on in a timely fashion before any of the units in this corridor would even hit. We thought that would be a good way to address the majority of concerns from our neighbors, from the planning commission, and the city commission. That is the rationale for the improvements. This project alone generates far in excess of the amount of money that it takes to improve that intersection. **Commissioner Connell** said it was his understanding that that intersection was already on the county's books to be addressed at some point. **Mr. Snyder** said they had designed improvements but did not have funding to complete those improvements. **Commissioner Connell** asked if this project would have a CDD? And, would the CDD take responsibility and ownership of all the roads there and maintain them or are you proposing the city accept those as part of the platting process? **Mr. Snyder** replied, Yes, it could be a CDD. It is not required to be. **CM Minner** added that the PUD is written both ways. **Commissioner Connell** said exactly, he is looking for a clarification. He does not want a may, he wants a yes or no. **Mr. Snyder** said it could be dedicated to the city. It could be incorporated into the CDD at a later date. **Commissioner Connell** asked what he meant by a later date. **Mr. Snyder** replied during the platting process. **Mr. McCown** added as to the impact fees. The \$2.3 million you see in the agreement, if there are additional impact fees required for the development, they would still be required to pay anything in addition to that.

Mayor Berry asked if there were any comments from the public.

All public speakers spoke in opposition to the project.

Kayla Phillips, 3956 Lake Bright Street, brought up concerns about the roads. Did the city receive the county's opposition letter, and how this property differs from the Dewey Robbins Road project. **CM Minner** addressed her concerns. Yes, we have received all the county's recommendations to deny. Second, the roads. Our response is that this is within the city's ISBA, interservice boundary agreement. So, this is a potentially developable area and the city has planned accordingly. Third, the parcel at Dewey

Robbins Road. The developer pulled that project at the March 23<sup>rd</sup> meeting.

Jerrell Robison, 3520 Desert Lane, brought up concerns about current and additional traffic congestion, intersection improvements, light pollution, and our endangered species.

Mario Nappa, Legacy of Leesburg, stated he has the letter that was written by the board of county commissioners, signed by Leslie Campion, the chair, and assumed the commission all got copies of this, and you understand that they are against this proposal. To share his own perspective comments regarding the proposed annexation, he stated it is his understanding based on that letter that board of county commissioners would prefer that this property not be annexed. However, anticipating the possibility of approval, they entered into an agreement with Hanover to make improvements to the intersection of 470, 33, and 48 because given this commission's history of routinely approving such requests, this appears to be a precautionary step rather than a solution. In his opinion, the planned intersection improvements amount to a temporary fix where a much more comprehensive solution is required. These limited upgrades are not sufficient justification for adding more residential development to an already strained area and as you heard from the MPO last month, current funding is inadequate to meet existing infrastructure demands, let alone future ones. Adding more homes will only intensify traffic congestion and infrastructure challenges. As was once stated by Commissioner Pederson on Lakefront TV when he was mayor, we build the houses then we worry about the roads. Sure, you remember that comment.

**Commissioner Pederson** replied, he assures you that he did not say that. **Mr. Nappa** said, Yes, you did. I'll get copies of that for you if you like. I'll send you a video of it. **Commissioner Pederson** said you clearly quoted me out of context; I remember that interview very well. **Mr. Nappa** said he would love to play it one day and will send you a video. That approach was flawed then and is even more problematic now. There must be a shift toward more deliberate and responsible growth. Continued annexation without restraint is not sustainable and there is no external solution coming to resolve these issues. There is no night and shining armor that is going to come out and bail the city to make the roads more usable. I urge you to make thoughtful, responsible decisions in the best interest of your current constituents. He asked Mr. Minner to correct him if wrong, but he believes impact fees have to be used in the area in which they are collected. **CM Minner** answered the question specific to road impact fees. Mr. Snyder subtly misspoke that while the money collected from this development being used on the Okahumpka intersections cannot be spent countywide, which is what he said, they are focused on Leesburg. However, there are five transportation districts in Lake, and he believes we are in the north, what they call the West Central District, which encompasses pretty much Leesburg, Fruitland Park, and Lady Lake. Impact fees that are collected in Leesburg could be spent in any of those areas. It could not be spent down in Clermont. So, the intent of Mr. Snyder's question was correct, because it does capture those impact fees and it makes them have to spend them in Leesburg versus the North Central District.

Donna Robison, 3520 Desert Lane, brought up concerns with home overcrowding, traffic congestion, losing that rural atmosphere, development entrance at blind spots, intersection improvements without funding, and how 33 is used if there is a back-up or accident on the turnpike.

Brantley Merritt, 3213 Desert Land Groveland, brought up concerns about what is beneath our feet. Homes built on land that was a landfill, where trash, chemicals, and waste sat for years. Florida's ground is naturally fragile; made of limestone, which can slowly dissolve and create empty spaces underground; sinkholes. Waste seeping into the soil that can reach groundwater, part of our aquifer, the source of our drinking water. What happens if that water becomes contaminated? It affects entire communities, people's health, and it creates problems that are nearly impossible to fix. She also raised concerns about traffic congestion, especially if emergency vehicles are needed, but they cannot get through.

Lee Barnett, 3205 Thomas Cove Drive, brought up concerns about the amount of impact fees being collected, transparency in how that money is being spent, future population counts, Leesburg cannot

handle its roads now with its current population, unemployment rates, and traffic congestion.

James Rebels, 3430 Desert Lane, brought up concerns about traffic, the landfill, big heavy trucks on two-lane roads, how to access the landfill, school capacity, the commission not listening to its people, county funding for schools, and the surrounding agricultural land. **Commissioner Connell** said, You have testified in the past that you have pigs. Do you still have those? **Mr. Rebels** replied, Yes, sir, I do. They border that fence and these people will come to me, they are not going to want to have that smell, or want to deal with the flies, and if it rains a lot, those pins fill up.

Jerrill Robison, 3520 Desert Lane, brought up additional concerns with the number of homes and lot sizes. If you take away the green space, this is going to crowd 502 homes on a little over 102 acres.

Mayor Berry asked if there were any further public comments. There were none.

Commissioner Burry had a question for the petitioner. The concern was voiced about the road that goes into the development, and I understand it is a construction debris landfill. So how has that been addressed, or what is the current plan for that road? **Mr. McCown** said the current plan, the property referenced is to the west and there is access to city road standards. **Mr. Snyder** added the development schedule is proposed to not develop that phase until that CND is completely closed out and capped. We have it in our projections, and we have met with the new property owner and told them that we will provide them with public access and not develop down there until they are completely done filling that. So, we will not be building directly adjacent to an active CND. **Commissioner Pederson** asked Ben if they were granting them an easement to cross it for a period of time. **Mr. Snyder** replied, it is already a public road. **Commissioner Burry** said that would be phase four. So, could we add language to the PUD that says exactly what you just said: that section 4 will not be developed until the landfill is capped. **Mayor Berry** said this is developed in four phases, so that would be the last phase. **Commissioner Burry** asked the developer, Is there any reason you would oppose it if we were to do that? **Mr. Snyder** replied, no, that is the development plan. **Commissioner Connell** said, as part of the proposal, would you be vacating Lake Thomas Road and creating a new road to this landfill? **Mr. Snyder** said it would be at a later point when they develop phase four. That is the plan to continue to allow him public access to his property. **Commissioner Connell** asked, so, when you get to phase four, and you abandoned Lake Thomas, where is the access to the land, to this property that the landfill is on now? Where is that going to be? **Mr. Snyder** responded that exactly where it is shown on the 50-foot right of way on the layout. **Commissioner Connell** said the south road that comes off 33. **Mr. Snyder** replied, Yes, sir. **Commissioner Connell** asked if he had a time frame on when the landfill would close? **Mr. Snyder** replied that would be up to how they run their business.

James Rebels, 3430 Desert Lane, asked for clarification. This Thomas Road, are they talking about Thomas Cove Road? He was asking because there is a road north of it that is Thomas Cove Road and you cannot get around to this landfill because it is separated by a marsh. The only access forever is going to be through this subdivision and this could take years. At the south end, that is actually a greenhouse and there is no road there unless they put a road. **Commissioner Burry** said he believes what the petitioner is saying is that they need to move the provisional road that is in their development to the south end of their development, so the person behind them still has access. **Mr. Rebels** said these landfills could take years to fill, and he thinks that the landfill caught on fire one time because the fire trucks were going for days. His opinion would be to zone it agricultural, 5-acre tracks, and put 40 houses there. There would be less impact.

Mr. McCown said, for clarification, on the aerial slide, pointing out the existing road that accesses the site to the west. That will remain in place until phase four commences, which will be the last phase of this project. Access will remain just as is until the landfill closes and then, at that time, it will be replated into

the subdivision. **Commissioner Burry** asked if the property owner of the land would still have access. **Mr. McCown** said yes. **Mayor Berry** asked when Hanover made arrangements with the county to provide the road improvements. **Mr. Snyder** replied it was sometime last year. **Commissioner Reisman** asked if they could go over the road improvements at 470, 33, and 48. Showing the intersection slide, **Mr. McCown** said just as a quick summary of and reminder of the improvements that are proposed. At the intersection of 470, 48, and 33, it will consist of new turn lanes where there were no turn lanes before, those will be installed. The entire intersection area will be milled, repaved, and restriped. There will be crosswalks added on all legs of the intersection. The overall geometry of the intersection will be improved to become safer. The radius of the turns will be improved, they will soften, and there will be new shoulders installed. Overall, in certain places, the intersection will be widened, and then the drainage will be improved over the full intersection. **Commissioner Reisman** asked if this would require new lights as well, and will they be what the MPO called smart lights? **Mr. McCown** believes there are new lights to be installed. **Joedel Zaballero**, Traffic Mobility Consultants, 988 Woodcock Road, Orlando, asked when talking about smart lights, are you talking about the detection because, from her perspective, they will have improved detection for the light so that they can accommodate whatever is coming into the intersection and adjust the lights and the timing with that. **Commissioner Reisman** said at the last meeting the MPO, Mike Woods, mentioned something about that, so, he was just curious.

Mayor Berry asked if there were any further questions or comments.

Commissioner Connell said he had a couple just to recap and for staff to be on the record. He asked if to the west of the subject property is indeed a landfill, believing it is called CR 33 Landfill. **PZD Miller** replied yes. **Commissioner Connell** said Mr. Rebels testified tonight that his property, which is north of the subject property, still has pigs. **PZD Miller** said that is correct. **Commissioner Connell** said so, we have a landfill on the west side, pigs on the north side, and access to the landfill will remain in effect off Lake Thomas until they get to phase four. Believe it will remain an active landfill through phase one, phase two, and phase three. **PZD Miller** agreed. **Commissioner Connell** asked if the developer testified that they would not develop phase four until the landfill was completely out of business, but had no date at all when that might be. **PZD Miller** said he believes that is correct. **Commissioner Connell** then asked what the existing zoning that surrounds this whole subject property? **PZD Miller** answered the property and all the surrounding property right now is zoned agriculture. **Commissioner Connell** said, just to recap, we have a landfill to the west of the property. We have pigs and hogs to the north of the property. We have proposed 502 units still going onto a two-lane road, and intersection improvements. As he said earlier with what is being proposed for this intersection, all they are really doing is taking the impact fee money and paying some of it up front and throwing some money at the intersection. He has looked at the improvements; it is some turn lanes, almost like a band-aid on a knife wound. Based on the amount of traffic we are going to be putting on this road with all these developments, he really does not think long term it is going to do much of anything. They are getting credit for putting the money up front, but they are really not doing anything any other developer is not doing, it is just paying a couple million upfront versus as they go. They were non-committal on the CDD if this project were approved and non-committal on the CDD taking and maintaining ownership of the roads for maintenance. We do not know what is going to go on in the rear of the property, to the west, when the landfill actually stops, but that road has to be maintained to get back to that property. The whole area surrounding and including the subject property is all ag. Can we not in Leesburg have any rural property left that is not covered with rooftops and asphalt? He asks the commission to really consider all these factors when we get ready to vote.

There being no further comments, Mayor Berry asked for roll call.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Connell	No

Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Berry	Yes

Four yeas, one nay, the Commission adopted the ordinance.

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 202.6 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst LSCP)**

**ADOPTED ORDINANCE 26-09**

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

Mayor Berry requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Connell	No
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Mayor Berry	Yes

Four yeas, one nay, the Commission adopted the ordinance.

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 202.6 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 502 single-family residential lots, for a property generally located east of County Road 33 and south of Lake Brite Street, and west of County Road 33 and south of Desert Lane, lying in Section 3, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Lake Bright-Brighurst PUD)**

**ADOPTED ORDINANCE 26-10**

Commissioner Burry made a motion that parcel 1701414 must have continuous access, and that phase four cannot be commenced until the landfill is closed pursuant to all regulatory agency standards. **CM Minner** added that if you make that amendment, you probably want to stick it in the transportation section, somewhere in paragraph 8 of the PUD. **Commissioner Reisman** seconded the motion.

Commissioner Connell wanted to add that if they are going to move forward with this, then he thinks the PUD should also have that the CDD has to be responsible for the roads. We should not take these roads

as part of the plat. **Commissioner Burry** understands Commissioner Connell's concern and asked Dan if the PUD reads may. **PZD Miller** replied that is correct. Every road has to be built to city standards. **CM Minner** said Commissioner Connell may want to exact and be specific, and he alluded to that during the discussion. There is a paragraph there specifically that you will want to strike, believe that is 8H1. **PZD Miller** agreed it is 8H1. **CM Minner** stated you will want to strike 8H1 because that gives the contemplation of dedication and 8H2 is the one that talks about having to create a CDD. So, if you take out paragraph 8H1, there will be no dedication of the road. Do you agree with that? **CA Watson** agreed. **CM Minner** then suggested, You have a motion on the floor to amend it with the language that spells out specific criteria that affects Lake Thomas Road. Why don't you vote on that and then come back and if Commissioner Connell wants to add a change to the PUD that strikes that paragraph, let's do that in the second round of modifications to the PUD.

Mayor Berry said there is a motion on the floor to amend the specifications for Lake Thomas Road as stated by Commissioner Burry, and we have a second. Roll call.

Commissioner Connell asked for clarification before voting. This PUD vote basically allows 502 units. **CM Minner** answered, Yes. There is a motion on the floor the mayor asked for, which is the amendment that Commissioner Burry made which states that the parcel to the west, identified as alt key number 1701414, must have continuous road access. And part B of that is that phase four of the development cannot commence until the landfill is closed and closed pursuant to all regulatory standards. So that is the amendment to the PUD on the floor.

The roll call vote on the amendment was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Reisman	Yes
Commissioner Connell	No
Mayor Berry	Yes

Four yeas, one nay, the Commission adopted the amendment.

CM Minner asked Commissioner Connell if he wanted to add an amendment that strikes section 8H1. **Commissioner Connell** said he would like to make a motion to strike 8H1 of the PUD and asked if by striking that, does it mean if this passes, the CDD will have to be responsible for the roads? **CM Minner** replied, Yes. **Commissioner Connell** made that motion and **Commissioner Burry** seconded the motion. **PZD Miller** asked for clarification. Does that require it to be a CDD, or can it be an HOA? **Commissioner Connell** said whoever is going to take responsibility.

Mayor Berry said it has been moved and properly seconded to amend the PUD for CDD or HOA.

Commissioner Burry said he had a question for the city attorney. It is not that he wants to take the roads. He likes the fact that new development should pay for itself and that this body is making that decision. His only concern is that eight years from now, when none of us are here, and it is a different set of minds, if we take the word may and make it a no, then it is a cut and dry thing. A different commission may want to decide differently about the wording. From a legal standpoint, does it give the body an opportunity to say, "Yeah, we will take the roads or no, we will not take them?" **CA Watson** replied, Yes, it does allow that option. **Commissioner Pederson** thought we were taking roads back now, even from subdivisions that were built before we even monitored the roads. His point is about a prior Hanover development where he wanted them to take responsibility for a boulevard that went through the project because he

thought it would be heavily traveled by the public. But other than that, we have been pretty consistent in saying when it is built, we will take responsibility for the roads. This is a whole change in policy from what we have been doing the last five years. **Commissioner Burry** said he knows our PUDs have evolved under this commission quite a bit. He asked Dan if that word may put into the road question: Is that a new thing or has it always been like that? **PZD Miller** replied it has been there for the last several years. The current wording is should the permittee or designate choose to retain the roadways, they shall establish an appropriate legal density. It then goes on to say that it would be a homeowner's association and it does not deny them the opportunity to plat the development and turn the roads over to the city. **Commissioner Pederson** added that when we first started this, we had a big debate about being sure the roads were built properly. It was his understanding that as long as they were built properly, we were willing to take them. **CM Minner** said, Yes. He thinks the struggle that has been with the PUD's is both Commissioner Connell's and Commissioner Burry's concerns tied together in subdivisions where we have said we are not going to take them. As a city, we lose a little bit of tracking as far as construction management. The roads get built, they go in and then, sure as we are sitting here, there are issues with the roads and then those residents come to the natural source to get the roads fixed, which is the city. That happened in Lake Denham Estates because the HOA does not have the money, or they are still phased, so, that becomes problematic. Then the residents look to the city to fix the roads and, as a result of that process, we started going, "Yeah, we will accept dedication." Some PUDs have been very specific that we are going to dedicate it, but then some of the PUDs have had to stay under boiler language that have gone back and forth. In this specific case, he thinks Commissioner Connell's position is this overriding factor which supersedes the discussions that we had that we do not want to take the roads. Therefore, keep them outside the city's maintenance requirements, hence the concept and the discussion we are having. You added the restriction regarding the west property, which has been adopted. Now the question becomes: do you want to be more specific? He would also indicate that if you do strike paragraph 8H1, then we probably need to change the language a little bit because the intent of striking paragraph one, is we will not accept dedication. So, we probably need to add some language to paragraph 8H2, renumber it, and say there shall be no dedication. Therefore, the PUD is required to have a CDD, HOA, or an entity that has the responsibility for future road care and maintenance. **CA Watson** mentioned that we could probably strike out that first part of the sentence in 8H2. Should the permittee or designate choose to retain the roadways, strike that out. So, it starts with the permittee shall establish an appropriate legal entity that shall accept responsibility. **CM Minner** added that if you pass this, that gives Grant a little bit of flexibility to Scribner changes that make pursuant to the motion, which is that we do not want to take these roads. **CA Watson** agreed. **CM Minner** then said if we are going to add that, we probably should say road and stormwater improvements as well, because then next we are going to get the complaint, We will fix the stormwater but not the roads. So, you probably should be clear that the intent of, and Commissioner Connell is nodding, we are not going to accept the dedication of stormwater and road improvements and stick that in paragraph 8H something.

Commissioner Pederson said he remembers some years back when all this came up, we had a subdivision where the developer turned it over to the HOA, who was not maintaining the roads, and the city had to step in because residents were upset. So, we made a decision to repair the roads. **CM Minner** said he thinks it was Lake Denham Estates, and he does not believe we coughed up any funds to fix those roads. **PWD Kelsey** added that we have not. **CM Minner** thinks in that particular case, the process worked. **Commissioner Pederson** said he thought the issue was that we also amended our policy to where we had to be more involved in the roads. They had to be built to certain specs because we found out that we were taking roads back from old subdivisions where they were not built properly. **CM Minner** said he thinks our intent is the same. He has it specifically framed for Lake Denim Estates, where we ran into that issue because we received a number of residential complaints. So, while the residents are not going to say the process worked, the city will say the process worked. The process worked in that when we started getting complaints from the Lake Denim Estate HOA, his office and Cliff's office, worked with the HOA, we worked with the developer and ostensibly the city was able to force the correct improvements. We might

have done that with the deed of dedication, like we are never going to take these pursuant to the agreement if you do not do this fix, and he does not think we have accepted the dedication of those roads, but they got fixed. So, at the end of the day, the residents had some pain, but the city was able to leverage our position to get the roads fixed. From that experience, the boilerplate language of A or B kind of wove itself back into the PUDS. Ultimately, he thinks what is going to happen is residents who live in a PUD that has failing infrastructure their position is going to be to come to the city to get the city to fix it, and eventually we will or do our best to leverage that improvement. It is not easy if we do not own the street, but on the other side of the equation, if we own the street, yeah, we will fix it because it is ours to fix and that is what we do. **Commissioner Pederson** thanked him for the clarification.

CM Minner said there is a motion and second on the floor to strike paragraph 8H1 and modify paragraph 8H2 so that it does not take dedication of the roads, that the roads remain in the ownership of the CDD or another agency that has ultimate responsibility for maintenance of the road for the perpetuity of the subdivision and storm water.

The roll call vote on the second amendment was:

Commissioner Pederson	No
Commissioner Reisman	Yes
Commissioner Connell	Yes
Commissioner Burry	No
Mayor Berry	Yes

Three yeas, two nays, the Commission adopted the amendment.

The roll call vote on the Ordinance as amended was:

Commissioner Riesman	Yes
Commissioner Connell	No
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Berry	Yes

Four yeas, one nay, the Commission adopted the ordinance.

- 4. An Ordinance of the City of Leesburg, Florida, amending Chapter 4 “Aircraft and Airports”, Article II “Standards for Operators and Airport Tenants”, SEC. 4-19(C) “Leases” of the Code of Ordinances to authorized approval of standard lease forms and rent rates for certain airport rentals and to authorize execution of standard lease forms by the City Manager; providing for inclusion in the Code of Ordinances; providing for severability and conflicts; and providing for an effective date.**

#### **ADOPTED ORDINANCE 26-14**

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

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

Mayor Berry requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Connell	Had Stepped Out
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Berry	Yes

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

**B. FIRST READING OF ORDINANCES:**

- 1. An Ordinance of the City of Leesburg, Florida, dissolving the Tara Oaks Community Development District pursuant to section 190.046(10), Florida Statutes; finding that the district has no outstanding financial obligations and no operating or maintenance responsibilities; providing for repeal of ordinances in conflict; providing for severability; and providing for an effective date. (Tara Oaks CDD dissolution)**

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Burry asked why would we want to get out of holding them to a development standard? We have approved about seven of these in the greater Leesburg area, and it was his understanding that we do not have the burden of the new infrastructure on our taxpayers. There were a lot of good things for the city when we approved these and, all of a sudden, they do not want it. Well, they already got it, so, why should I be voting? What is in it for us? **PZD Miller** replied that there have been some family issues, some people passed away, and they have decided at this time that the district is no longer necessary. We anticipate that they will have to come back in the future once the new ownership is settled. **CM Minner** asked if there is language in that PUD that they have to get a CDD as well? **PZD Miller** answered No, sir, there is not. This is a very old PUD, going back to 2005, and he thinks it was amended around 2017 or 2018. What we are anticipating is that they will need to redo a new CDD or HOA, one or the other, but he believes they will want a new CDD. Staff will contact their legal firm to find out. He understands that, because of the deaths in the family, they do not have the right people to make up the district anymore, but he will find out more. **CM Minner** asked if we could hold on this until Dan has more information. **PZD Miller** said he did not notice them here and asked if they could make contact tomorrow, because they have advertising requirements that they have to meet that are outside what the city has to do per chapter 190 of Florida statutes. They have to advertise hearings. **CM Minner** said we can march forward. If Dan does not have your answers at the next meeting, you could kick the can then. Keep moving forward on this with that question being answered before your final vote. **CA Watson** agreed this is a first reading, and does not know if there is a good reason or if something is missing. **Commissioner Pederson** asked if the PUD stays in place. **CM Minner** replied, yes, and that we will make sure to express the gravity of the situation to the developers and have better answers for you at the next meeting when this comes back. We understand that if you are not happy it could be a no and Dan will express that.

Mayor Berry said this will lay over to the April 27<sup>th</sup> meeting.

**C. NON-ROUTINE ITEMS:**

**1. Discussion Item - May Meeting falls on an Observed Holiday - Memorial Day**

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

CM Minner said we just need a motion to have the meeting on the 26th so we are compliant with the Charter.

Commissioner Pederson made a motion to move the regular meeting on Memorial Day, May 25, to the following Tuesday, May 26, 2026. Commissioner Reisman seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the date change for the second meeting in May.

**D. U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY:**

**1. Resolution of the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date. (FSL Grants U.S. Highway 441/27 CRA 2026)**

**ADOPTED RESOLUTION 55**

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

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

Mayor Berry requested comments from the Commission and the audience.

CM Minner stated this is the same issue that you hit before. During meetings, he and Grant had a little bit of a sidebar. It is his impression that this is being applied equally to everybody throughout the county. So, he is going to ask you to approve it. If he finds out different, he will come back to you. We had to do this in three capacities; the downtown CRA, the Carver Heights CRA, and the 441/27 CRA. Because this body is the 441/27 CRA board, you can do this as the city commission.

Commissioner Reisman said that it is a breath of fresh air that the Southside Shopping Plaza is getting some long-standing issues resolved. **Mayor Berry** agreed. **Commissioner Reisman** said it was the Save a Lot, and the dumpsters. He thanked Dianne for all her hard work.

The roll call vote was:

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

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

**7. INFORMATIONAL REPORTS:**

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

**A. None**

**8. CITY ATTORNEY ITEMS:**

CA Watson said he had no reports this evening.

**9. CITY MANAGER ITEMS:**

CM Minner had two quick ones. First, his apologies because he thinks Commissioner Reisman just saw I messed up and he did. He was talking on that last item on the CRA and you were approving the FSL grant. I think you all knew that. Issue two, not to belabor the Susan Street thing, it was in the packet, but you are getting that additional money from shifting overage moneys from the Main Street project. We were about a million and a half over, so, just shifting those DST monies that were fiscal year 25 monies and that was part of the recommendation in the staff report. You are not digging into your pocket for cash or future year special revenues to do that project. Just wanted that really for the public's edification.

**10. ROLL CALL:**

**Commissioner Burry** said when Mike Woods (MPO) was here last meeting, he mentioned that there was grant money available for some type of position that would work like a professional staff with traffic light synchronization. **Commissioner Reisman** said that is what he was referencing earlier. **Mayor Berry** said it was smart, and we should follow up on that. **Commissioner Pederson** said it was his understanding that it was in the future. **Commissioner Burry** said he does not know when it is, but we want to be on it because that is the only way we are going to move traffic. **CM Minner** said he and Cliff would get the commission a report.

**Commissioner Connell** had nothing.

**Commissioner Reisman** said he spoke to the city manager about this. One of the boards is expiring, and they just got going with their funding and things like that. He would like to make a motion to extend

Leesburg in Bloom's term until the January 6th organizational meeting to give them a little more time. **Commissioner Burry** seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission adopted the motion to extend the Beautification Committee terms to the January 6, 2027, organizational meeting.

**Commissioner Reisman** also mentioned that, obviously, Leesburg BikeFest will be happening soon. Hopefully, everyone will come out for that. It will be a great time. Again, thank you to Dianne and her team for the hard work on the FSL grants. On the parking project, if staff could maybe do some PSA or door knocking with all the downtown businesses. Last, he does not think we hear it enough, but he heard it twice last week, just talking to people around the community. We hear the negative, but it is also good to hear the positives from our different demographics, from the young to senior citizens to young couples to people just moving here say that the city of Leesburg is doing a great job and to keep doing what we are doing.

**Commissioner Pederson** had no comment.

**Mayor Berry** thanked the commission for their patience and continuing to strive to make Leesburg better. Making suggestions while we work and meet here together and listening to all the constituents as they come through. That is very important, and believe it or not, we are listening. She also wanted to thank the Commission again for its patience with her as well.

**11. ADJOURN:**

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

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

With a motion by Commissioner Reisman and a second by Commissioner Burry, the meeting adjourned at 7:36 p.m.

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** April 27, 2026

**From:** Tracey Dean, (Airport Manager), Hosea Goodwyn, (Procurement Manager)

**Subject:** Purchase request by the Leesburg International Airport for the installation of a new roof over the existing structure and the replacement of existing skylights at an airport hangar by Advanced Roofing, Inc. in the amount of \$128,200.00.

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### **Staff Recommendation:**

Staff recommends approving the installation of a new roof over the existing structure and replacing the skylights at the airport hangar located at 8806 Airport Boulevard, Leesburg International Airport, for a total cost of \$128,200.00.

### **Analysis:**

Pursuant to Resolution No. 9694, the City and SunAir Aviation, Inc. executed a consolidated lease agreement for multiple airport properties. Section 8 (Maintenance) of the agreement stipulates that the Lessor is responsible for roof repairs and replacements. SunAir Aviation, Inc. currently operates a full-service aircraft maintenance facility and flight school at 8806 Airport Boulevard. To minimize disruption to ongoing operations, the proposed scope of work by Advanced Roofing includes installation of a new roofing system over the existing deteriorated roof, as well as the replacement of twenty-four (24) skylights.

### **Procurement Analysis:**

The City will procure roofing services through a piggyback of Seminole County Public Schools Contract No. 20210067B-CB, which was awarded through a competitive solicitation process. The City obtained three quotes, in which Advance Roofing provided the lowest responsive quote in the amount of \$128,200.00.

This procurement method ensures compliance with applicable purchasing policies while leveraging competitively awarded pricing and contract terms.

### **Options:**

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

**Fiscal Impact:**

The current Airport Capital Projects budget includes funds for this project.

Account No.	048-8099-542-6210
Project No.	480002
WF No.	1714208/1
Requisition	58449
Budget	\$250,000.00
Available	\$250,000.00



March 23, 2026

Jason Carruth  
Advanced Roofing, Inc.  
200 North Star Court  
Sandford, FL 32771

Subject: Request to Utilize Contract awarded in response to Solicitation No. 20210067B-CB - Roof Repair and Maintenance.

Dear Mr. Carruth,

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

With your permission, we would like to utilize the following contract that was awarded to your firm by the School Board of Seminole County, Florida, solicitation title is Roof Repair and Maintenance, and the solicitation number is 20210067B-CB. The term of this agreement shall be from March 10, 2026, through September 9, 2026.

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

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

Sincerely,

Hosea Goodwyn  
Procurement Manager

**Advanced Roofing, Inc.** agrees to allow the City of Leesburg to utilize the contract that was awarded to your company by the School Board of Seminole County, Florida for Roof Repair and Maintenance.

Authorized Signature

Jason Carruth, Vice President  
Printed Name and Title

03.23.2026  
Date

Accepted:  
The City of Leesburg

Authorized Signature

Hosea Goodwyn, Procurement Mgr.  
Printed Name and Title

3/23/2026  
Date

## CONTRACT

### LEESBURG INTERNATIONAL AIRPORT HANGAR ROOF REPAIR

**THIS AGREEMENT** is made as of the 27<sup>th</sup> day of April in the year 2026, 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 Roofing, Inc.** whose address is 200 North Star Court, Sanford, FL 32771 (hereinafter referred to as the "CONTRACTOR").

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

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

- a. This Agreement; and
- b. The School Board of Seminole County, FL Contract 20210067B-CB-Roof Repair and Maintenance; and
- c. CONTRACTOR response to Quotation included as Exhibit 'A'; and

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the "**Leesburg International Airport Hangar Roof Repair**" to the CITY as listed in Attachment A. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$128,200.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

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

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

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

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

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **NINE HUNDRED AND FOUR DOLLARS (\$904)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Insurance Requirements.**

- a. **Scope of Insurance** - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
  - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
  - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.

- iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
  - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
  - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
  - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
  - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
  - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
- i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
  - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
  - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
  - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
  - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to CONTRACTOR:           Advanced Roofing, Inc.  
Jason Carruth  
200 North Star Court  
Sanford, FL 32771  
407-509-4190  
[JasonC@advancedroofing.com](mailto:JasonC@advancedroofing.com)

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement by the CITY.

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

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

*[Signature page follows.]*

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

**ADVANCED ROOFING, INC.**

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

Printed: Jason Caruth

Its: VP  
(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Allyson E. Berry, Mayor

ATTEST:

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

Approved as to form:

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

# Exhibit 'A'



ESTABLISHED 1983

Florida's Premiere Commercial Roofing Contractor  
Committed to Quality

**To:**  
Tracey Dean  
City of Leesburg  
8807 Airport Blvd. Leesburg, FL 34748  
352-516-7236

**Job Name:**  
LEESBURG AIRPORT  
  
**Address:**  
8805 Airport Blvd. Leesburg, Florida 34780

**Date:**  
April 02, 2026

**Reference:**  
Carlisle TPO Roof Recover

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

### **PERMITTING AND TESTING**

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Perform fastener test procedure for field withdrawal resistance in accordance with Florida Building Code 2023 - Testing Application Standard TAS 105-20.
5. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-22 and Florida Building Code 2023 8th Edition Roof Application Standard RAS 127-20/RAS 128-20.
6. Notice of Commencement filing with the county and fees before the start of the project.

### **PREPARATORY WORK**

1. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
2. Overlay existing skylights with new 24 ga PBR metal panel and secure over 3 purfins. Apply sealant along perimeter of panel.
3. Remove roofing debris and cart away to the local dump site or landfill.

### **RIGID ROOF INSULATION**

1. Furnish and install 1.25" inch rigid roof insulation with an aged R-Value of 5. Each board to be loose laid between flutes.

### **OVERLAY HARD BOARD INSULATION**

1. Furnish and install 0.5 inch DensDeck roof deck insulation to entire deck. All boards to be mechanically fastened utilizing coated fasteners and Rhinobond plates with the base layer of insulation.

### **SINGLE PLY ROOFING SYSTEM**

1. Furnish and install new Carlisle 60 MIL TPO single ply roof system. New roof system to be Induction Welded in accordance with manufacturer specifications and local building code requirements.
2. All detail work including vent pipes, roof vents, and other miscellaneous roof projections to be done in accordance with Carlisle standard details.
3. Advanced Roofing, Inc. is an approved applicator of Single Ply Systems for Carlisle.

### **TPO WALL/CURB FLASHINGS**

1. Furnish and install new fully adhered 60 MIL Carlisle Sure-Weid TPO membrane applied to prepared vertical surfaces utilizing solvent based bonding adhesive per manufacturer approved details.

**MISCELLANEOUS INSTALLATIONS**

1. Top of all base flashing to be secured with a 1/8" thick aluminum termination bar. Same to be sealed with a caulk bead of sealant.
2. Furnish and install new 2" x 6" & Plywood pressure treated wood nailers on perimeter edges, mechanically attached to the substrate.
3. Shop fabricate and install new 24 gauge kynar galvanized metal drip edge. Set same in mastic and flash per manufacturer's recommendations.
4. Furnish and install new 24 gauge kynar galvanized pre-fabricated Surface Mount Counter-flashing.
5. All existing gutter and downspouts to remain in place.
6. Furnish and install new pre-manufactured Pipe Boot flashing at pipe and stand leg penetrations. Flashing to be heat welded to membrane, and caulked and clamped at top side.
7. All mechanical and electric work to be provided by the owner's subcontractor. Cost for this work is not included in our price.
8. City or county roofing permit, crane and sales tax are included.
9. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

**CLARIFICATION & EXCLUSIONS**

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for AR1 to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.
3. Anything concealed within the existing roof system or below the existing roof system is excluded.
4. TPO base bid will include covering existing skylights before roofing is to be installed.
5. Interior protection is not factored into total quoted sum. If interior protection is required additional costs will apply.
6. Existing gutters and downspouts are to remain in place.

**STAGING PLAN**

Parking lot is to be utilized for staging of equipment and materials. If materials/equipment are not able to be stored onsite, additional costs will apply to account for additional mobilization fees.

**GUARANTEE**

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Cartisle.

**CONTRACTOR'S WARRANTY**

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

**QUOTATION**

FOR THE SUM OF NINETY-TWO THOUSAND FOUR HUNDRED DOLLARS

\$92,400.00

**ALTERNATE ADD #1 - WARRANTY UPGRADE**

Furnish roof manufacturer's 5 Year Warranty Extension to the 20 Year Warranty included in base bid through Carlisle's Continu-Care Preventative Maintenance Program. This alternate requires an actively engaged Preventative Maintenance Agreement with Advanced Roofing.

**QUOTATION**

FOR THE SUM OF EIGHT HUNDRED DOLLARS

\$800.00

**ALTERNATE ADD #2 - GUTTERS & DOWNSPOUTS**

Remove existing gutters and downspouts where existing and dispose. Fabricate and install new gutters and downspouts where currently existing.

**QUOTATION**

FOR THE SUM OF FIFTEEN THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS

\$15,665.00

**ALTERNATE ADD #3 - PBR METAL PANEL REPLACEMENT OPTION**

In lieu of recovering existing metal panels with TPO roof system...

1. Tear off metal panels down to purlins. Existing BAAT Insulation is to remain in place.
2. Furnish and install new 24 gauge galvalume metal panels along structural purlin members.
3. Fabricate and install new trim accessory pieces along drip edge and base wall flashings.
4. Flash penetrations per manufacturer's guidelines.

**QUOTATION**

FOR THE SUM OF SIX THOUSAND DOLLARS

\$6,000.00

**ALTERNATE ADD #4 - SKYLIGHT INSTALL**

In lieu of covering existing skylights with TPO option...

1. Install new prefabricated curb at skylight locations to fit dimensions of existing opening.
2. Flash curbs with new TPO membrane using bonding adhesive.
3. Fabricate and install new skirt metal at the top of curbs using 24 ga kynar steel.
4. Furnish and install new manufactured skylight along newly constructed curbs complete with sealant.

**QUOTATION**

FOR THE SUM OF THIRTY-FIVE THOUSAND DOLLARS

\$35,000.00

**UNIT PRICES**

Replace Damaged or Deteriorated Metal Decking

\$3.50 per SF

**PREVENTIVE MAINTENANCE AGREEMENT**



### **METAL ROOF SYSTEM - PREVENTIVE / PROACTIVE MAINTENANCE PROGRAM**

The following Preventive Maintenance Program/Contract will meet the guidelines of your **Manufacturers requirements** and procedures. The following roofs named on this contract will have these maintenance items maintained once (annually) in a twelve (12) month period:

1. Visually inspect the metal roof system for any panel deterioration and repair as necessary with plating or acrylic mastics and fabric.
2. Reseat and/or replace any loose missing or deteriorated fasteners which may be found throughout the roof system.
3. Remove any debris located in the gutter system and dispose of properly.
4. Seal as necessary the transition counterflashing metal between the single ply gutter liner and the metal roof system.
5. Apply urethane sealants to any pipe and flashing penetrations through the roof system as necessary.
6. Provide owner with written inspection report and digital photos of deficiencies. If we find conditions that need repair beyond the scope of preventative maintenance set forth in this agreement, we may provide recommendations and proposals for your consideration.
7. Proper maintenance of the roof will help extend its service life and prevent leaks. However, this maintenance contract is not a contract of insurance or guarantee against leaks or other roofing issues and unless separately agreed to in writing between the parties, is limited to the scope of services described above. **This preventative maintenance agreement does not cover maintenance or repairs to any portion of the building other than the roofing system installed by ARI and, without limitation, specifically excludes maintenance or repairs to masonry components and/or their cladding, windows, structural cracks, and physical damage by others. Repair of leaks or damage to the roofing system caused in whole or in part by Owner's failure to maintain other components of the building are not covered under this agreement.**
8. The term of this contract is three (3) years (hereinafter "Contract Term"). The Contract Term shall automatically renew unless cancelled by ARI or Customer in writing within ninety (90) days of the expiration of this contract. The Cost per year for any new Contract Term may be increased by not more than the greater of 5% or the average CPI for the most recent calendar year.
9. Cost per year: \$1,200.00 (One Thousand Two Hundred Dollars)
10. Total cost for three (3) year contract: \$3,600.00 (Three Thousand Six Hundred Dollars)

PM Agreement first year inspection will occur on or about the one (1) year anniversary date following project completion and issuance of manufacturer's warranty. First year (and subsequent years) inspection and report will be submitted to property manager. Invoice for one (1) year only will be submitted on or about the same date of inspection report. Payment is due within 30 days from receipt. Note: Upon acceptance of this proposal, no payment is required. A separate invoice will follow upon completion of the first service. **\*\*The date contract is signed will serve as the first (1st) day of agreement between Advanced Roofing, Inc. and customer.\*\*** IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** April 27, 2026

**From:** Brad Chase, (Electric Director)

**Subject:** Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 1 to the existing agreement with The Fishel Company for Underground Utility Construction Services; providing for an increase in contract rates; extending the term of the agreement; and providing for an effective date.

---

### **Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of the Amendment with The Fishel Company to extend the terms of the original agreement for an additional one (1) year.

### **Analysis:**

The purpose of this amendment is to extend the term of the original agreement for an additional one (1) year, through May 22, 2027. Due to increased operational costs, staff also recommends a three percent (3%) adjustment to the contract rates.

### **Procurement Analysis:**

The City of Leesburg, Florida, and The Fishel Company entered into an Agreement for Underground Utility Construction Services for the City's Electric Department on June 12, 2023. The City and the Contractor now desire to extend the term of the Agreement for an additional one (1) year, through May 22, 2027, and to execute Amendment No. 1 to revise certain terms and conditions as set forth therein.

### **Options:**

1. Approve the Resolution authorizing execution of Amendment No. 1 with The Fishel Company;  
or
2. Such alternative action as the Commission may deem appropriate.

### **Fiscal Impact:**

The current Electric Fund budget includes funding for these services.

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

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE EXISTING AGREEMENT WITH THE FISHEL COMPANY FOR UNDERGROUND UTILITY CONSTRUCTION SERVICES; PROVIDING FOR AN INCREASE IN CONTRACT RATES; EXTENDING THE TERM OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with The Fishel Company, whose address is 19543 Democracy Street, Groveland, Florida, 34736 for Utility Construction Services, Bid No. 230801.

**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 27th day of April 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

**AMENDMENT NO. 1  
TO A CONSTRUCTION SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of the 27<sup>th</sup> day of April 2026, 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 **THE FISHEL COMPANY** whose address is 19543 Democracy Street, Groveland, Florida 34736 (hereinafter referred to as the "CONTRACTOR").

**THAT**, on June 12, 2023, the CITY and CONTRACTOR entered into a Construction Services Agreement whereby the CONTRACTOR agreed to provide labor, material, and equipment to the City of Leesburg Electric Department for Underground Utility Construction Services (hereinafter referred to as the "Agreement").

**WHEREAS**, the CITY and the CONTRACTOR wish to adjust the labor rates to reflect a 3% increase; and

**WHEREAS**, the CITY and the CONTRACTOR desire to renew the Agreement for an additional one (1) year term beginning May 22, 2026, and ending May 22, 2027.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to the following:
  - a. Renew the term of the Agreement for an additional one (1) year term beginning May 22, 2026, and ending May 22, 2027.
  - b. Attachment 'A'. The labor rates are reflected on Attachment 'A'.
3. **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 Contractor other than as defined above.
4. **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 Contract 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.

*[Signature page follows.]*

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

**THE FISHEL COMPANY**

By: *Juan Gate*

Its: *AREA MANAGER*  
(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Allyson E. Berry, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## Attachment 'A'

### LABOR RATES

				<b>Old Minimum Rate</b>	<b>New Minimum Rate</b>	<b>Old Maximum Rate</b>	<b>New Maximum Rate</b>
151	ECO1	Superintendent, Minimum	Hour	<del>\$ 144.00</del>	\$ 148.32	<del>\$ 205.71</del>	\$ 211.88
152	ECO2	Crew Foreman, Minimum	Hour	<del>\$ 104.05</del>	\$ 107.17	<del>\$ 148.64</del>	\$ 153.10
153	ECO3	Equipment Operator Minimum	Hour	<del>\$ 60.00</del>	\$ 61.80	<del>\$ 85.71</del>	\$ 88.28
154	ECO4	Machine Operator, Minimum	Hour	<del>\$ 60.00</del>	\$ 61.80	<del>\$ 85.71</del>	\$ 88.28
155	ECO5	Trencher Operator, Minimum	Hour	<del>\$ 60.00</del>	\$ 61.80	<del>\$ 85.71</del>	\$ 88.28
156	ECO6	Laborer	Hour	<del>\$ 49.00</del>	\$ 50.47	<del>\$ 70.00</del>	\$ 72.10

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** April 27, 2026

**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 Construction Services Agreement with Cathcart Construction Company – Florida, LLC for the Carver Heights Stormwater Improvements project; and providing an effective date.

---

### **Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of the Construction Services Agreement with Cathcart Construction Company – Florida, LLC for stormwater improvement in the Carver Heights community for the amount not to exceed \$89,937.90 (\$69,183.00, plus 30% contingency).

### **Analysis:**

The City continues to prioritize improvements to its stormwater infrastructure to enhance neighborhood resilience and reduce localized flooding. The Carver Heights Stormwater Improvements Project supports this commitment by addressing long-standing drainage challenges within the Carver Heights community. This project includes construction of a dry percolation pond equipped with a six-foot security fence and a fourteen-foot swing gate to increase stormwater retention and infiltration capacity.

### **Procurement Analysis:**

On March 4, 2026, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid (IFB) No. 26-010-HG, Carver Heights Stormwater Improvement Project. Procurement reviewed submittals for responsiveness. Public Works staff reviewed the submittals for conformance to the requirements of this solicitation and determined Cathcart Construction Company – Florida, LLC as the lowest, responsible, and qualified bidder. Summary of Bid is provided:

**SUMMARY OF BIDS**

<b>Vendor</b>	<b>Bid Amount</b>
Cathcart Construction Company – Florida, LLC	\$89,937.90
W T Comp, Inc	\$93,233.08
Estep Construction, Inc	\$129,420.20
Bulldog Sitework, LLC	\$154,061.21
Garcia Civil Contractors	\$161,116.67
Snells Mechanical Contractors	\$163,452.12
Universal Contracting & Construction Inc	\$185,962.40
Stage Door II, LLC	\$290,076.80

Information:

Document Takers (#): 82. Submittals Received (#): 8.

**Options:**

1. Approve award of IFB 26-010-HG and approval of the resolution authorizing execution of the agreement with CarthCart Construction Company – Florida, LLC; or
2. Such alternative action as the Commission may deem appropriate.

**Fiscal Impact:**

The current Stormwater Capital Projects budget has funds for this project.

Account No. 014-7099-537-6310

Project No. 140002

WF No. WF1642828 / 2

Requisition 58136

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

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH CATHCART CONSTRUCTION COMPANY – FLORIDA, LLC FOR THE CARVER HEIGHTS STORMWATER IMPROVEMENTS PROJECT; 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 Cathcart Construction Company — Florida, LLC, whose address is 1056 Willa Springs Drive, Winter Springs, FL 32708, for stormwater improvement services (IFB 26-010-HG).

**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 27th day of April 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

CONTRACT  
Contract No. AB26010  
CARVER HEIGHTS STORMWATER IMPROVEMENT PROJECT

**THIS AGREEMENT** is made as of the 27<sup>th</sup> day of April in the year 2026, 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 **Cathcart Construction Company – Florida, LLC** whose address is 1056 Willa Springs Drive, Winter Springs, FL 32708 (hereinafter referred to as the “CONTRACTOR”).

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

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

- a. This Agreement; and
- b. Invitation for Bid (IFB) 26-010-HG, Carver Height Stormwater Improvement Project; and
- c. CONTRACTOR response to IFB 26-010-HG included as Exhibit ‘A’; and
- d. All addendums; and
- e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**Caver Heights Stormwater Improvement Project.**” to the CITY as listed in Invitation for Bid 26-010-HG. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$69,183.00**. 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. **Contingency Usage.** The CONTRACTOR shall not access, obligate, or expend any Contingency funds without the CITY’s prior written authorization, which may be granted or withheld at the CITY’s sole discretion. As a condition precedent to reimbursement or approval of such expenditures, the CONTRACTOR shall maintain and submit to the CITY a complete and accurate log of all Contingency fund usage, together with full supporting documentation, including but not limited to receipts, contracts, invoices, and written communications, sufficient to verify, itemize, and justify each expenditure. Failure to comply with these requirements shall constitute a material breach of this Agreement and may result in denial of reimbursement and any other remedies available to the CITY.

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

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

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

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

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

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of **NINE HUNDRED AND FOUR DOLLARS (\$904)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

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

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

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

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

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

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

12. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to

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

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

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

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

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

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

13. **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.

14. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
  - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
  - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
  - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
  - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
  - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
  - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
  - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
  - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
  - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
  - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
  - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
  - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

- v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

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

16. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement;

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

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

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

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

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDIA STATUTES TO THE CONTRACTOR'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.**

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

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

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

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

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

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

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

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

27. **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.

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

29. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Cathcart Construction Company – Florida, LLC  
Matt Blanton, President  
1056 Willa Springs Drive  
Winter Springs, FL 32708  
407-629-2900  
[mblanton@cathcartconstructioncompany.com](mailto:mblanton@cathcartconstructioncompany.com)

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

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

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

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

person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

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

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

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

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

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

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

37. **Illegal Alien Labor -** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR

shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

38. **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.

39. **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.

**CATHCART CONSTRUCTION COMPANY – FLORIDA, LLC**

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

Printed: Matt T. Blanton, President

Its: Matt T. Blanton, President  
(Title)

**CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Allyson E. Berry, Mayor

ATTEST:

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

Approved as to form:

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

## Exhibit 'A'

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1	LS	\$12,000.00	\$ 12,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	\$1,500.00	\$ 1,500.00
3	STAKED TURBIDITY BARRIER – NYLON REINFORCED PVC	1760	LF	\$2.00	\$ 3,520.00
4	CLEARING AND GRUBBING	0.42	AC	\$20,000.00	\$ 8,400.00
5	REGULAR EXCAVATION	208	CY	\$35.00	\$ 7,280.00
6	EMBANKMENT	100	CY	\$100.00	\$ 10,000.00
7	6' CHAINLINK FENCE	317	LF	\$28.00	\$ 8,876.00
8	6' FENCE GATE 14'	1	EA	\$3,000.00	\$ 3,000.00
9	PERFORMANCE TURF (SOD)(BAHIA)	1623	SY	\$9.00	\$ 14,607.00
				TOTAL	\$ 69,183.00
	CONTINGENCY				
	CONTINGENCY @ 30%			TOTAL	\$ 20,754.90
<b>TOTAL BASE BID (In Figures)</b>					\$89,937.90
<b>Added Alternate(s)</b>					
Item #	Description	Quantity	Unit	Unit Price	Total Price
1	MIAMI CURB	787	LF	\$100.00	\$ 78,700.00
2	CONCRETE SIDEWALKS	710	SY	\$195.00	\$ 138,450.00
				TOTAL	\$217,150.00
<b>GRAND BID TOTAL (In Figures)</b>				\$	<b>\$307,087.90</b>

## **Exhibit 'B'**

### **SUPPLEMENTAL CONDITIONS – CONSTRUCTION**

#### **1. DEFINITIONS**

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

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

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

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

## 2. INSPECTION OF WORK

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

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

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

### **3. TESTS**

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

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

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

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

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

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

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

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

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

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

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

## **8. PROTECTION AGAINST POLLUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. PROJECT COORDINATION**

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

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

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

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

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

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

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

## **14. SUPERVISION**

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

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

## **15. CONSTRUCTION SUPERINTENDENT**

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

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

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

## **17. SUBCONTRACTS**

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

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

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

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

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

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

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

#### **19. ORDER OF COMPLETION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **25. OWNERSHIP OF DRAWINGS**

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

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

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

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

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

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

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

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

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

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

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

#### **27. ROYALTIES AND PATENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **36. PROMPT PAYMENT**

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

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

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

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

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

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

### **38. PAYMENTS WITHHELD**

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

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

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

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

### 39. FINAL PAYMENT APPLICATION

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

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

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

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

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

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

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

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

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

#### **41. DAMAGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **46. TREES**

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

#### **47. GUARANTY**

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

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

#### **48. INDEMNITY**

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

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

#### **49. ASSIGNMENT**

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

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

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

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

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

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

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

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

## **52. LANDS FOR WORK**

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

## **53. ACCESS TO RECORDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **60. SAFETY AND PRECAUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **63. PHYSICAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 68. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

# City of Leesburg Lake Front City

## Agenda Memorandum

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

**Meeting Date:** April 27, 2026

**From:** Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

**Subject:** An Ordinance of the City of Leesburg, Florida, dissolving the Tara Oaks Community Development District pursuant to section 190.046(10), Florida Statutes; finding that the district has no outstanding financial obligations and no operating or maintenance responsibilities; providing for repeal of ordinances in conflict; providing for severability; and providing for an effective date. (Tara Oaks CDD dissolution)

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### **Staff Recommendation:**

Staff recommends approval of request to dissolve the Tara Oaks CDD.

### **Analysis:**

Pursuant to Section 190.046(10), Florida Statutes, the Board of Supervisors of the Tara Oaks Community Development District is requesting dissolution of the District. The Board has stated that it has no outstanding bonded indebtedness or other financial obligations, no ongoing operating or maintenance responsibilities, has confirmed that it has no remaining assets requiring administration or transfer, and any de minimis assets previously held by the District have been disposed of in accordance with the Plan of Dissolution.

### **Procurement Analysis:**

N/A

### **Options:**

1. Approve the Ordinance to dissolve the Tara Oaks CDD as presented, or;
2. Other such action as the Commission may choose.

### **Fiscal Impact:**

There is no anticipated fiscal impact related to this request.

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

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, DISSOLVING THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES; FINDING THAT THE DISTRICT HAS NO OUTSTANDING FINANCIAL OBLIGATIONS AND NO OPERATING OR MAINTENANCE RESPONSIBILITIES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (TARA OAKS CDD DISSOLUTION)**

**WHEREAS**, the Tara Oaks Community Development District (“District”) is a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, and established by ordinance of the City of Leesburg, Florida (“City”); and

**WHEREAS**, the lands comprising the Tara Oaks Community Development District are those described in Ordinance No. 21-17 of the City of Leesburg, Florida, which established the District, as may have been amended, and such description is incorporated herein by reference;

**WHEREAS**, Section 190.046(10), Florida Statutes, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district; and

**WHEREAS**, the District has adopted Resolution No. 2026-04, approving a Plan of Dissolution and authorizing dissolution of the District; and

**WHEREAS**, the City Commission has reviewed the Plan of Dissolution approved by Resolution No. 2026-04 (the “Plan of Dissolution”), and finds that the Plan confirms that the District has no outstanding financial obligations and no operating or maintenance responsibilities; and

**WHEREAS**, the City Commission hereby acknowledges, accepts, and incorporates by reference the Plan of Dissolution into the legislative record supporting this Ordinance, and finds that the Plan is consistent with Chapter 190, Florida Statutes; and

**WHEREAS**, the District has submitted a Petition and Consent to Dissolution to the City; and

**WHEREAS**, the City Commission finds that the District has represented that it has no outstanding financial obligations and no operating or maintenance responsibilities; and

**WHEREAS**, the City Commission finds that dissolution of the District is consistent with the requirements of Chapter 190, Florida Statutes, and serves a valid public purpose; and

**WHEREAS**, this Ordinance has been duly noticed, advertised, and considered at properly noticed public meetings in accordance with Section 166.041, Florida Statutes, Chapter 190, Florida Statutes, the City Charter, and all other applicable laws, including the Florida Sunshine Law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF**

## **LEESBURG, FLORIDA:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Findings.** Pursuant to Section 190.046(10), Florida Statutes, and based upon the Petition for Dissolution, Resolution No. 2026-04, and the Plan of Dissolution incorporated herein, the City Commission finds that:

1. The Tara Oaks Community Development District has petitioned the City for dissolution;
2. The District has no outstanding bonded indebtedness or other financial obligations; and
3. The District has no ongoing operating or maintenance responsibilities.
4. The District has confirmed that it has no remaining assets requiring administration or transfer, and that any de minimis assets previously held by the District have been disposed of in accordance with the Plan of Dissolution.

**Section 3. Dissolution.** The Tara Oaks Community Development District is hereby dissolved upon the effective date of this Ordinance.

**Section 4. No Assumption of Obligations; Continuing Municipal Jurisdiction.** The dissolution of the District pursuant to this Ordinance does not transfer or impose upon the City any financial, operational, or maintenance obligations of the District, as the City Commission has found that no such obligations exist. Following dissolution, the lands formerly within the District shall remain subject to the City's general governmental authority, police powers, and regulatory jurisdiction as provided by law, but nothing herein shall be construed as creating new financial or operational responsibilities for the City absent separate legislative action.

**Section 5. Repeal Of Conflicting Ordinances.** All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

**Section 6. Savings; Vested Rights; Prior Lawful Actions.** Nothing in this Ordinance shall be construed to impair or invalidate any lawful right, title, interest, easement, dedication, permit, approval, contract, or other obligation lawfully created, executed, or vested prior to the effective date of this Ordinance, including but not limited to any recorded instruments affecting real property. All lawful actions taken by the District during its existence shall remain valid and enforceable according to their terms, and the dissolution of the District shall not operate retroactively to extinguish or modify vested rights.

**Section 7. Disposition Of Records; Public Records Custodian.** All public records of the Tara Oaks Community Development District shall be retained and maintained in accordance with Chapter 119, Florida Statutes, and applicable records retention schedules. The City Clerk is hereby designated as the custodian of records for the former District following its dissolution. To the extent any additional records are held by consultants or former agents of the District, such records shall be transferred to the custody of the City Clerk as required by law within a reasonable time following the effective date of this Ordinance.

**Section 8. Severability.** If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**Section 9. Effective Date.** This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

**PASSED AND ORDAINED** in the regular session of the City Commission of the City of Leesburg, Lake County, Florida, this 27th day of April 2026.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

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

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE BOARD OF CITY COMMISSIONERS OF CITY OF LEESBURG, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO DISSOLVE THE DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF CITY OF LEESBURG, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

**WHEREAS**, the Tara Oaks Community Development District (the "**District**") was established by Ordinance No. 21-17 of the City Commission of the City of Leesburg, Florida, pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District amended its boundaries through Ordinance No. 23-68 of the City Commission of the City of Leesburg, Florida, contracting the boundary to remove one parcel of land and expanding the boundary to include another parcel owned by a third party; and

**WHEREAS**, the contraction of the District removed all lands owned by A A Moukhtara Company, a prior landowner and Landowners in the District, which has no obligations remaining to the District; and

**WHEREAS**, the District is located wholly within the boundaries of the City of Leesburg, Florida (the "**City**"); and

**WHEREAS**, Abbington Oaks, Inc. and Tara Village, Inc. (together, the "**Landowners**"), are the current, sole landowners of the lands within the District; and

**WHEREAS**, the District has received a letter from the Landowners requesting the dissolution of the District; and

**WHEREAS**, the District has received written consent to the dissolution of the District from the Landowners, constituting 100% of the current landowners within the District; and

**WHEREAS**, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements, or providing any financing for the same; and

**WHEREAS**, the District's Board of Supervisors (the "**Board**") determined, based upon information provided to it by Landowners, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and landowners (current and future) within the boundaries of the District may be provided by and

through Landowners, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

**WHEREAS**, the Board finds that it is in the best interest of the District and the current and future landowners within the District that the District be dissolved and that the planned community development services be provided by the Landowners, their successors or assigns or by other means; and

**WHEREAS**, the District does not presently own any real, personal, tangible or intangible property or infrastructure improvements; and

**WHEREAS**, the dissolution of the District will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

**WHEREAS**, the District desires to authorize and direct the District's Chairperson and District Staff to proceed with such actions and steps as are necessary to effect such transfers; and

**WHEREAS**, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts, and contracts, if any; and

**WHEREAS**, in anticipation of the dissolution, the District desires to enter into that certain "Dissolution Funding Agreement" dated October 27, 2025, and attached hereto as **Exhibit B** whereby the Landowners have agreed, among other things, to directly fund any costs associated with the dissolution; and

**WHEREAS**, the Board desires that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** All of the above representations, findings, and determinations contained within the recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. APPROVAL OF PLAN OF DISSOLUTION.** The District hereby approves the Plan of Dissolution substantially in the form attached to this Resolution as **Exhibit A**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the District's filing of the petition for dissolution with the City.

**SECTION 3. APPROVAL OF DISSOLUTION FUNDING AGREEMENT.** The District hereby authorizes and approves the Dissolution Funding Agreement substantially in the form attached to this Resolution as **Exhibit B**, subject to such reasonable changes as may be necessary and decided upon by the District

Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the execution thereof. The Chairperson or Vice Chairperson is hereby authorized to execute and the Secretary or any Assistant Secretary is authorized to attest such Dissolution Funding Agreement.

**SECTION 4. REQUEST FOR ACTION.** The District hereby requests that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

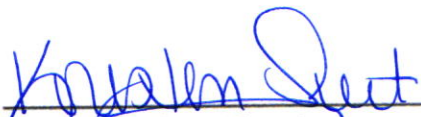
**SECTION 5. GENERAL AUTHORIZATION.** The District Manager and District Counsel are hereby directed, upon the final payment of all of the District's outstanding financial obligations in a manner consistent with the Plan of Dissolution, to take the appropriate actions to transmit this Resolution to the City. Upon the adoption of a non-emergency ordinance by the City, the District Manager, and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District. The District's Chairperson, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution to effectuate an orderly dissolution of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to effectuate an orderly dissolution of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by the Chairperson and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

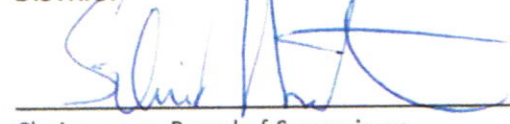
**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** on this 13<sup>th</sup> day of October, 2025.

ATTEST:

  
Secretary/Assistant Secretary

**TARA OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

  
Chairperson, Board of Supervisors

**EXHIBIT A:** Plan of Dissolution  
**EXHIBIT B:** Dissolution Funding Agreement

## Exhibit A

### PLAN OF DISSOLUTION FOR THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the "**District**").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the "**City**"), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with the current, sole landowners in the District, Abbington Oaks, Inc. and Tara Village, Inc. (together, the "**Landowners**") whereby the Landowners agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Landowners shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

- A. The District's agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.
- B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

- C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

**8. NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

**9. MODIFICATION OF THE PLAN OF DISSOLUTION.** Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

**10. OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("**DOL**") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

**11. OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

---

**Attachment 1**

1. District Management
2. District Counsel

**Exhibit B**

**Dissolution Funding Agreement**

## DISSOLUTION FUNDING AGREEMENT

This **Dissolution Funding Agreement** ("**Agreement**") is made and entered into this 27th day of October 2025, by and between:

**Tara Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Leesburg, Lake County, Florida (the "**District**"); and

**Abbington Oaks, Inc.**, a Florida corporation with a mailing address of 3911 NW 26<sup>th</sup> Terrace, Gainesville, Florida 32605 ("**Abbington**"), and

**Tara Village, Inc.**, a Florida corporation with a mailing address of 3911 NW 26<sup>th</sup> Terrace, Gainesville, Florida 32605 ("**Tara**", together with Abbington, the "**Landowner**"); and

### Recitals

**Whereas**, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the City Commission for the City of Leesburg, and subsequently contracted and expanded by ordinance of the City Commission for the City of Leesburg; and

**Whereas**, the District is currently not providing, nor does it own, any infrastructure systems, facilities, and services to the lands within the District; and

**Whereas**, based on representations from and request of sole Landowner, the District's Board of Supervisors ("**Board**") has determined that it is in the best interests of the District that the District be dissolved; and

**Whereas**, subject to the final payment of all outstanding financial obligations of the District, the proposed dissolution is authorized by Section 190.046(10), *Florida Statutes*; and

**Whereas**, the District's Board has directed the District Manager and District Counsel, upon final payment of all outstanding financial obligations of the District, to petition the City to dissolve the District in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, in accordance with Section 190.046(10), *Florida Statutes*, and such other actions as are necessary in furtherance of the dissolution process; and

**Whereas**, in order to seek a dissolution pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal and managerial staff, must provide certain services necessary to the dissolution process; and

**Whereas**, any such work shall only be performed as necessary to seek the dissolution of the District and in accordance with the delegated authority of pursuant to Resolution 2025-01; and

**Whereas**, Landowner desires to pay for any such expenditures including, but not limited to, legal and other consultant fees, filing fees, administrative, and other expenses, if any, incurred to date by the District as well as through completion of the dissolution process.

**Now, therefore**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals.** Above recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. Provision of Funds.** Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal and managerial staff, to assist in the operation and dissolution process and proceedings. Landowner will pay such funds within fifteen (15) days of a written request by the respective District Staff directly to the requesting party. Landowner may be required to prepay certain fees and expenses, if the District is required to do so under any of the District's agreements with District Staff. Each of Abbingtion and Tara will each pay a share of the funds contemplated under this Agreement on a pro-rated basis, as follows:

Abbingtion Oaks, Inc.	15.08%
Tara Village, Inc.	84.92%

No prior landowners or developers of the District, or other entities, shall be required to pay any monies or costs related to the dissolution.

**3. District Use of Funds.** Any funds provided under this Agreement shall be used solely for the fees, costs, and other expenditures accruing or accrued by the District with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District in accord with Chapter 190, *Florida Statutes*. Upon final payment of all presently outstanding financial obligations of the District, the District agrees to use good faith and best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the dissolution of the District pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the dissolution of the District.

**4. Default.** A default by any of the parties under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

**5. Enforcement of Agreement.** In the event that any of the parties is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party(s) shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and paralegal fees, costs for trial, alternative dispute resolution, or appellate proceedings, all as may be incurred in court, out of court, or otherwise.

**6. Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**7. Amendments; Assignment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such written approval shall be void.

**8. Notices.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to Landowners:** Abbington Oaks, Inc.  
3911 NW 26<sup>th</sup> Terrace,  
Gainesville, Florida 32605  
Attn: Sayed Moukhtara

Tara Village, Inc.  
3911 NW 26<sup>th</sup> Terrace,  
Gainesville, Florida 32605  
Attn: Sayed Moukhtara

**If to District:** Tara Oaks Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: Kristen Suit

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: Jere L. Earlywine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**9. Third Party Beneficiaries.** The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District (“Third Parties”), with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. It is intended that this Agreement shall inure to the benefit of those parties listed in the Plan of Dissolution, attached hereto as **Exhibit A**, including but not limited to the Third Parties. Further, Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and

shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

**10. Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any dispute arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Lake County, Florida.

**11. Effective Date.** The Agreement shall be effective after execution by all parties to this Agreement and shall remain in effect unless terminated in writing by all parties or until the effective dissolution of the District in accordance with the Plan of Dissolution.


**12. Public Records.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

**13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

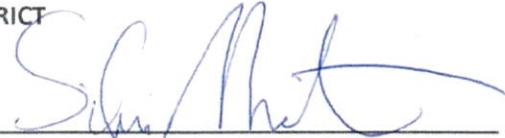
*[Signatures on next page]*

In witness whereof, the parties execute this Agreement on the day and year first written above.

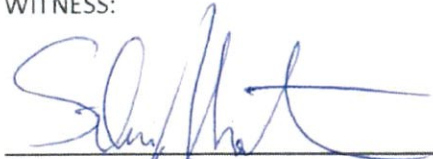
ATTEST:

  
\_\_\_\_\_  
Secretary

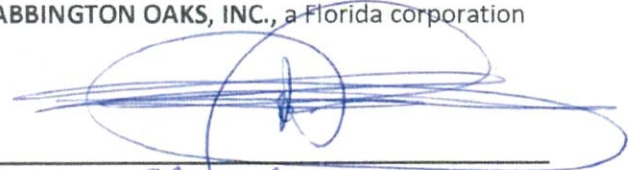
TARA OAKS COMMUNITY DEVELOPMENT  
DISTRICT

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

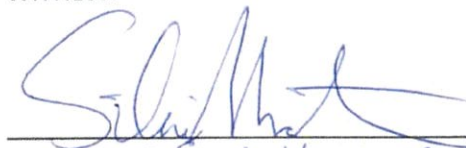
WITNESS:

  
\_\_\_\_\_  
[Print Name] SILVIA MOKHTARA NEMER

ABBINGTON OAKS, INC., a Florida corporation

  
\_\_\_\_\_  
By: SAYED MOKHTARA  
Its: PRESIDENT

WITNESS:

  
\_\_\_\_\_  
[Print Name] SILVIA MOKHTARA NEMER

TARA VILLAGE, INC., a Florida corporation

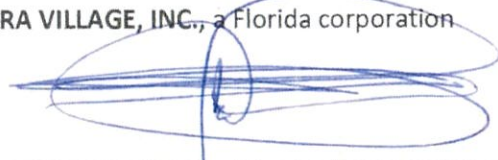
  
\_\_\_\_\_  
By: SAYED MOKHTARA  
Its: PRESIDENT

EXHIBIT A: Plan of Dissolution

**Exhibit A**

**PLAN OF DISSOLUTION FOR THE  
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT**

- 1. PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the “**District**”).
- 2. CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.
- 3. AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.
- 4. FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the “**City**”), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with Abbington Oaks, Inc. and Tara Village, Inc. (together, the “**Developer**”) whereby the Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.
- 5. SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Developer shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.
- 6. ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.
- 7. CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

  - A.** The District’s agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.
  - B.** The District’s agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the

District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

- C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

**8. NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

**9. MODIFICATION OF THE PLAN OF DISSOLUTION.** Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

**10. OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("**DOL**") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

**11. OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

**ORDINANCE NO. 2026 - \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, DISSOLVING THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES; FINDING THAT THE DISTRICT HAS NO OUTSTANDING FINANCIAL OBLIGATIONS AND NO OPERATING OR MAINTENANCE RESPONSIBILITIES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Tara Oaks Community Development District (“District”) is a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes, and established by ordinance of the City of Leesburg, Florida (“City”); and

**WHEREAS**, the lands comprising the Tara Oaks Community Development District are those described in Ordinance No. 21-17 of the City of Leesburg, Florida, which established the District, as may have been amended, and such description is incorporated herein by reference;

**WHEREAS**, Section 190.046(10), Florida Statutes, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district; and

**WHEREAS**, the District has adopted Resolution No. 2026-04, approving a Plan of Dissolution and authorizing dissolution of the District; and

**WHEREAS**, the City Commission has reviewed the Plan of Dissolution approved by Resolution No. 2026-04 (the “Plan of Dissolution”), and finds that the Plan confirms that the District has no outstanding financial obligations and no operating or maintenance responsibilities; and

**WHEREAS**, the City Commission hereby acknowledges, accepts, and incorporates by reference the Plan of Dissolution into the legislative record supporting this Ordinance, and finds that the Plan is consistent with Chapter 190, Florida Statutes; and

**WHEREAS**, the District has submitted a Petition and Consent to Dissolution to the City; and

**WHEREAS**, the City Commission finds that the District has represented that it has no outstanding financial obligations and no operating or maintenance responsibilities; and

**WHEREAS**, the City Commission finds that dissolution of the District is consistent with the requirements of Chapter 190, Florida Statutes, and serves a valid public purpose; and

**WHEREAS**, this Ordinance has been duly noticed, advertised, and considered at properly noticed public meetings in accordance with Section 166.041, Florida Statutes, Chapter 190, Florida Statutes, the City Charter, and all other applicable laws, including the Florida Sunshine Law.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Findings.** Pursuant to Section 190.046(10), Florida Statutes, and based upon the Petition for Dissolution, Resolution No. 2026-04, and the Plan of Dissolution incorporated herein, the City Commission finds that:

- i. The Tara Oaks Community Development District has petitioned the City for dissolution;
- ii. The District has no outstanding bonded indebtedness or other financial obligations; and
- iii. The District has no ongoing operating or maintenance responsibilities.
- iv. The District has confirmed that it has no remaining assets requiring administration or transfer, and that any de minimis assets previously held by the District have been disposed of in accordance with the Plan of Dissolution.

**Section 3. Dissolution.** The Tara Oaks Community Development District is hereby dissolved upon the effective date of this Ordinance.

**Section 4. No Assumption of Obligations; Continuing Municipal Jurisdiction.** The dissolution of the District pursuant to this Ordinance does not transfer or impose upon the City any financial, operational, or maintenance obligations of the District, as the City Commission has found that no such obligations exist.

Following dissolution, the lands formerly within the District shall remain subject to the City's general governmental authority, police powers, and regulatory jurisdiction as provided by law, but nothing herein shall be construed as creating new financial or operational responsibilities for the City absent separate legislative action.

**Section 5. Repeal Of Conflicting Ordinances.** All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

**Section 6. Savings; Vested Rights; Prior Lawful Actions.** Nothing in this Ordinance shall be construed to impair or invalidate any lawful right, title, interest, easement, dedication, permit, approval, contract, or other obligation lawfully created, executed, or vested prior

to the effective date of this Ordinance, including but not limited to any recorded instruments affecting real property.

All lawful actions taken by the District during its existence shall remain valid and enforceable according to their terms, and the dissolution of the District shall not operate retroactively to extinguish or modify vested rights.

**Section 7. Disposition Of Records; Public Records Custodian.** All public records of the Tara Oaks Community Development District shall be retained and maintained in accordance with Chapter 119, Florida Statutes, and applicable records retention schedules.

The City Clerk is hereby designated as the custodian of records for the former District following its dissolution.

To the extent any additional records are held by consultants or former agents of the District, such records shall be transferred to the custody of the City Clerk as required by law within a reasonable time following the effective date of this Ordinance.

**Section 8. Severability.** If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**Section 9. Effective Date.** This Ordinance shall take effect immediately after its final adoption by the City of Leesburg Commission.

**PASSED AND ORDAINED** in regular session of the City Commission of the City of Leesburg, Lake County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2026.

**THE CITY OF LEESBURG, FLORIDA,**

\_\_\_\_\_  
Allyson E. Berry, Mayor

ATTEST:

\_\_\_\_\_  
Andi Purvis, City Clerk

Approved as to form:

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

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE BOARD OF CITY COMISSIONERS OF CITY OF LEESBURG, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO DISSOLVE THE DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE BOARD OF CITY COMISSIONERS OF CITY OF LEESBURG, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

**WHEREAS**, the Tara Oaks Community Development District (the "District") was established by Ordinance No. 21-17 of the City Commission of the City of Leesburg, Florida, pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District amended its boundaries through Ordinance No. 23-68 of the City Commission of the City of Leesburg, Florida, contracting the boundary to remove one parcel of land and expanding the boundary to include another parcel owned by a third party; and

**WHEREAS**, the contraction of the District removed all lands owned by A A Moukhtara Company, a prior landowner and Landowners in the District, which has no obligations remaining to the District; and

**WHEREAS**, the District is located wholly within the boundaries of the City of Leesburg, Florida (the "City"); and

**WHEREAS**, Abbington Oaks, Inc. and Tara Village, Inc. (together, the "Landowners"), are the current, sole landowners of the lands within the District; an

**WHEREAS**, the District has received a letter from the Landowners requesting the dissolution of the District; and

**WHEREAS**, the District has received written consent to the dissolution of the District from the Landowners, constituting 100% of the current landowners within the District; and

**WHEREAS**, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements, or providing any financing for the same; and

**WHEREAS**, the District's Board of Supervisors (the "Board") determined, based upon information provided to it by Landowners, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and landowners (current and future) within the boundaries of the District may be provided by and

through Landowners, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

**WHEREAS**, the Board finds that it is in the best interest of the District and the current and future landowners within the District that the District be dissolved and that the planned community development services be provided by the Landowners, their successors or assigns or by other means; and

**WHEREAS**, the District does not presently own any real, personal, tangible or intangible property or infrastructure improvements; and

**WHEREAS**, the dissolution of the District will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

**WHEREAS**, the District desires to authorize and direct the District's Chairperson and District Staff to proceed with such actions and steps as are necessary to effect such transfers; and

**WHEREAS**, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts, and contracts, if any; and

**WHEREAS**, in anticipation of the dissolution, the District desires to enter into that certain "Dissolution Funding Agreement" dated October 27, 2025, and attached hereto as **Exhibit B** whereby the Landowners have agreed, among other things, to directly fund any costs associated with the dissolution; and

**WHEREAS**, the Board desires that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** All of the above representations, findings, and determinations contained within the recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. APPROVAL OF PLAN OF DISSOLUTION.** The District hereby approves the Plan of Dissolution substantially in the form attached to this Resolution as **Exhibit A**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the District's filing of the petition for dissolution with the City.

**SECTION 3. APPROVAL OF DISSOLUTION FUNDING AGREEMENT.** The District hereby authorizes and approves the Dissolution Funding Agreement substantially in the form attached to this Resolution as **Exhibit B**, subject to such reasonable changes as may be necessary and decided upon by the District

Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the execution thereof. The Chairperson or Vice Chairperson is hereby authorized to execute and the Secretary or any Assistant Secretary is authorized to attest such Dissolution Funding Agreement.

**SECTION 4. REQUEST FOR ACTION.** The District hereby requests that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

**SECTION 5. GENERAL AUTHORIZATION.** The District Manager and District Counsel are hereby directed, upon the final payment of all of the District's outstanding financial obligations in a manner consistent with the Plan of Dissolution, to take the appropriate actions to transmit this Resolution to the City. Upon the adoption of a non-emergency ordinance by the City, the District Manager, and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District. The District's Chairperson, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution to effectuate an orderly dissolution of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to effectuate an orderly dissolution of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by the Chairperson and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

**PASSED AND ADOPTED** on this 13<sup>th</sup> day of October, 2025.

ATTEST:

  
Secretary/Assistant Secretary

**TARA OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

  
Chairperson, Board of Supervisors

**EXHIBIT A:** Plan of Dissolution  
**EXHIBIT B:** Dissolution Funding Agreement

**Exhibit A**

**PLAN OF DISSOLUTION FOR THE  
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT**

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the "**District**").

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the "**City**"), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with the current, sole landowners in the District, Abbingdon Oaks, Inc. and Tara Village, Inc. (together, the "**Landowners**") whereby the Landowners agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Landowners shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

- A. The District's agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.
- B. The District's agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

- C. Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

**8. NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

**9. MODIFICATION OF THE PLAN OF DISSOLUTION.** Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

**10. OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("DOL") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

**11. OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

**Attachment 1**

1. District Management
2. District Counsel

**Exhibit B**  
**Dissolution Funding Agreement**

## DISSOLUTION FUNDING AGREEMENT

This **Dissolution Funding Agreement** ("Agreement") is made and entered into this 27th day of October 2025, by and between:

**Tara Oaks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Leesburg, Lake County, Florida (the "**District**"); and

**Abbingdon Oaks, Inc.**, a Florida corporation with a mailing address of 3911 NW 26<sup>th</sup> Terrace, Gainesville, Florida 32605 ("**Abbingdon**"), and

**Tara Village, Inc.**, a Florida corporation with a mailing address of 3911 NW 26<sup>th</sup> Terrace, Gainesville, Florida 32605 ("**Tara**", together with Abbingdon, the "**Landowner**"); and

### Recitals

**Whereas**, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the City Commission for the City of Leesburg, and subsequently contracted and expanded by ordinance of the City Commission for the City of Leesburg; and

**Whereas**, the District is currently not providing, nor does it own, any infrastructure systems, facilities, and services to the lands within the District; and

**Whereas**, based on representations from and request of sole Landowner, the District's Board of Supervisors ("**Board**") has determined that it is in the best interests of the District that the District be dissolved; and

**Whereas**, subject to the final payment of all outstanding financial obligations of the District, the proposed dissolution is authorized by Section 190.046(10), *Florida Statutes*; and

**Whereas**, the District's Board has directed the District Manager and District Counsel, upon final payment of all outstanding financial obligations of the District, to petition the City to dissolve the District in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City, in accordance with Section 190.046(10), *Florida Statutes*, and such other actions as are necessary in furtherance of the dissolution process; and

**Whereas**, in order to seek a dissolution pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal and managerial staff, must provide certain services necessary to the dissolution process; and

**Whereas**, any such work shall only be performed as necessary to seek the dissolution of the District and in accordance with the delegated authority of pursuant to Resolution 2025-01; and

Whereas, Landowner desires to pay for any such expenditures including, but not limited to, legal and other consultant fees, filing fees, administrative, and other expenses, if any, incurred to date by the District as well as through completion of the dissolution process.

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** Above recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. **Provision of Funds.** Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal and managerial staff, to assist in the operation and dissolution process and proceedings. Landowner will pay such funds within fifteen (15) days of a written request by the respective District Staff directly to the requesting party. Landowner may be required to prepay certain fees and expenses, if the District is required to do so under any of the District's agreements with District Staff. Each of Abbington and Tara will each pay a share of the funds contemplated under this Agreement on a pro-rated basis, as follows:

Abbington Oaks, Inc.	15.08%
Tara Village, Inc.	84.92%

No prior landowners or developers of the District, or other entities, shall be required to pay any monies or costs related to the dissolution.

3. **District Use of Funds.** Any funds provided under this Agreement shall be used solely for the fees, costs, and other expenditures accruing or accrued by the District with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District in accord with Chapter 190, *Florida Statutes*. Upon final payment of all presently outstanding financial obligations of the District, the District agrees to use good faith and best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the dissolution of the District pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the dissolution of the District.

4. **Default.** A default by any of the parties under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. **Enforcement of Agreement.** In the event that any of the parties is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party(s) shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and paralegal fees, costs for trial, alternative dispute resolution, or appellate proceedings, all as may be incurred in court, out of court, or otherwise.

6. **Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**7. Amendments; Assignment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any purported assignment without such written approval shall be void.

**8. Notices.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to Landowners:** Abbington Oaks, Inc.  
3911 NW 26<sup>th</sup> Terrace,  
Gainesville, Florida 32605  
Attn: Sayed Moukhtara

Tara Village, Inc.  
3911 NW 26<sup>th</sup> Terrace,  
Gainesville, Florida 32605  
Attn: Sayed Moukhtara

**If to District:** Tara Oaks Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Attn: Kristen Suit

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: Jere L. Earlywine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**9. Third Party Beneficiaries.** The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District (“Third Parties”), with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. It is intended that this Agreement shall inure to the benefit of those parties listed in the Plan of Dissolution, attached hereto as **Exhibit A**, including but not limited to the Third Parties. Further, Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and

shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

**10. Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any dispute arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Lake County, Florida.

**11. Effective Date.** The Agreement shall be effective after execution by all parties to this Agreement and shall remain in effect unless terminated in writing by all parties or until the effective dissolution of the District in accordance with the Plan of Dissolution.

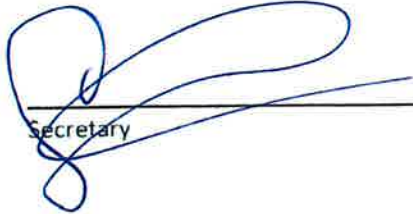
**12. Public Records.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

**13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.


*[Signatures on next page]*

In witness whereof, the parties execute this Agreement on the day and year first written above.

ATTEST:

  
\_\_\_\_\_  
Secretary

WITNESS:

  
\_\_\_\_\_  
[Print Name] SILVIA MUKHTARA NEMER

TARA OAKS COMMUNITY DEVELOPMENT  
DISTRICT

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

ABBINGTON OAKS, INC., a Florida corporation

  
\_\_\_\_\_  
By: SAYED MUKHTARA  
Its: PRESIDENT

WITNESS:

  
\_\_\_\_\_  
[Print Name] SILVIA MUKHTARA NEMER

TARA VILLAGE, INC., a Florida corporation

  
\_\_\_\_\_  
By: SAYED MUKHTARA  
Its: PRESIDENT

EXHIBIT A: Plan of Dissolution

**Exhibit A**

**PLAN OF DISSOLUTION FOR THE  
TARA OAKS COMMUNITY DEVELOPMENT DISTRICT**

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Tara Oaks Community Development District (the “District”).

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Leesburg, Florida (the “City”), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with Abbington Oaks, Inc. and Tara Village, Inc. (together, the “Developer”) whereby the Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City, the Developer shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

- A. The District’s agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.
- B. The District’s agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the

District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.

- C Prior to submitting the resolution requesting dissolution to the City, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District's agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

**8. NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Tara Oaks Community Development District in the public records of Lake County. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

**9. MODIFICATION OF THE PLAN OF DISSOLUTION.** Prior to the effective date of any ordinance of the City dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2025-04.

**10. OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State's Division of Library and Information Services ("DOL") by the District Manager; provided however, if the DOL refuses to accept the District's official records, the District Manager shall transfer such records to the City Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

**11. OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

ORDINANCE NO. 23-68

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE BOUNDARIES OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED PURSUANT TO ORDINANCE 21-17; PROVIDING A SEVERABILITY CLAUSE; ADDRESSING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (CDD REV TARA OAKS)**

**WHEREAS**, effective May 24, 2021, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida ("City"), previously adopted Ordinance No. 21-17 establishing the Tara Oaks Community Development District ("District");

**WHEREAS**, the District has petitioned the City to adopt an ordinance amending the boundaries of the District pursuant to Chapter 190, Florida Statutes ("Boundary Amendment"); and

**WHEREAS**, the City, in determining whether to amend the District's boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of the Tara Oaks Community Development District* ("Petition") are true and correct; and

**WHEREAS**, as set forth in the Petition, the landowners of the Contraction Parcels and the Expansion Parcels have provided their consent to the Boundary Amendment; and

**WHEREAS**, a public hearing has been conducted by the City on November 13, 2023, in accordance with the requirements and procedures of Section 190.046, Florida Statutes, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

**WHEREAS**, the City has considered and finds that the amendment of the District's boundaries is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

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

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

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

**WHEREAS**, the City has considered and finds that the area that will be served by the District, as amended, is amenable to separate special-district government; and

**WHEREAS**, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the boundaries of the District.

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

**SECTION 1: AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2022).

**SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED.** The external boundaries of the District, as amended, are described in **Exhibit A** attached hereto, the overall parcel containing 198.88 acres of land.


**SECTION 4: SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

**SECTION 5. CONFLICTING ORDINANCES.** Except to the extent expressly stated herein, Ordinance No. 21-17 remains in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

**SECTION 6: EFFECTIVE DATE.** This Ordinance shall take effect upon its passage and adoption pursuant to general law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 27th day of November 2023.

**THE CITY OF LEESBURG, FLORIDA**

  
Mayor

ATTEST:

  
City Clerk

# EXHIBIT A

## SKETCH OF DESCRIPTION FOR: TARA VILLAGE, INC.

**DESCRIPTION:**

A PORTION OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, A PORTION OF THE NORTH 1/2 OF SE 1/4 AND THE EAST 3/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 17 TOWNSHIP 19 SOUTH, RANGE 24 EAST AND THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SAID SECTION 20, THENCE ALONG THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 20, S 00°44'07"W, A DISTANCE OF 1329.94 FEET TO THE SE CORNER OF THE NORTH 1/2 OF THE NE 1/4 OF SAID SECTION 20, THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NE 1/4 OF SAID SECTION 20, N 89°20'54"W, A DISTANCE OF 2642.64 FEET TO THE SW CORNER OF THE NORTH 1/2 OF THE NE 1/4 OF SAID SECTION 20, THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE NE 1/4 OF SAID SECTION 20, N 00°53'26"E, A DISTANCE OF 1330.25 FEET TO THE NW CORNER OF THE NE 1/4 OF SAID SECTION 20, THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 20, S 89°20'30"E, A DISTANCE OF 1649.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 3/4 OF THE SE 1/4 OF THE SE 1/4 OF AFOREMENTIONED SECTION 17, THENCE DEPARTING THE NORTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17, N 00°48'11"E, A DISTANCE OF 1318.73 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 17, THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 17, N 89°13'19"W, A DISTANCE OF 1647.64 FEET TO THE SW CORNER OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 17, THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE SE 1/4 OF SAID SECTION 17, N 00°51'51"E, A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY), THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S 89°06'07"E, A DISTANCE OF 2166.76 FEET, THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S 00°45'17"W, A DISTANCE OF 441.33 FEET, THENCE S 89°06'07"E, A DISTANCE OF 456.33 FEET TO A POINT ON THE WEST BOUNDARY OF THE SW 1/4 OF AFOREMENTIONED SECTION 16, THENCE ALONG SAID WEST BOUNDARY S 00°45'16"W, A DISTANCE OF 192.09 FEET, THENCE DEPARTING SAID WEST BOUNDARY, S 89°40'04"E, A DISTANCE OF 657.69 FEET, THENCE S 00°45'25"W, A DISTANCE OF 330.37 FEET, THENCE S 89°33'48"E, A DISTANCE OF 634.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 468 (BEING A SIXTY SIX FOOT RIGHT OF WAY), THENCE ALONG SAID WEST RIGHT OF WAY LINE, S 00°51'28"W, A DISTANCE OF 331.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, THENCE DEPARTING SAID WEST RIGHT OF WAY LINE ALONG SAID SOUTH BOUNDARY, N 89°27'05"W, A DISTANCE OF 1291.07 FEET TO THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE AFOREMENTIONED WEST BOUNDARY OF THE SW 1/4 OF SECTION 16, S 00°45'17"W, A DISTANCE OF 1315.66 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 198.88 ACRES, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH, APRIL 11, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S 89°20'30"E.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(ES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

**\*NOTE\* - THIS IS NOT A SURVEY!**

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

**LEGEND** UNLESS OTHERWISE NOTED

- = CENTERLINE OF RIGHT OF WAY
- OR = OFFICIAL RECORDS OF LAKE COUNTY
- CB = CHORD BEARING
- - - = BROKEN LINE, NOT DRAWN TO SCALE

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/29/2023

SIGNATURE DATE  
TRAVIS@RMBARRINEAU.COM

*Travis P. Barrineau*  
TRAVIS P. BARRINEAU, P.S.M. - LS 6297  
OF R.M. BARRINEAU & ASSOCIATES, INC.

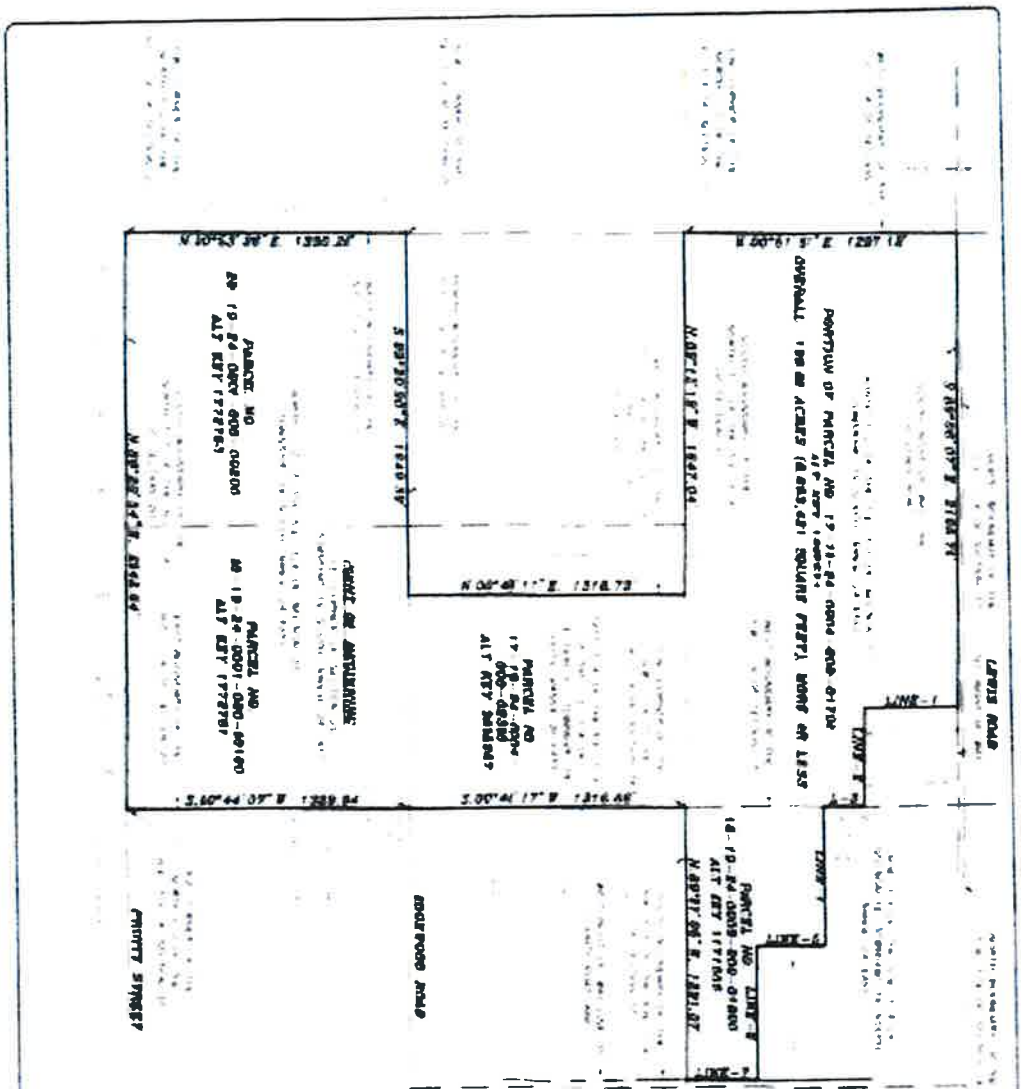
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**R.M. BARRINEAU**  
**AND ASSOCIATES**  
PROFESSIONAL SURVEYORS & MAPPERS

Charlotte, Professional Surveyors & Mappers • 1230 S. G. Ave. • Charlotte, NC 28203 • Tel: 704.333.1111  
PHONE: 352.322.2123 • FAX: 352.365.2122 • www.rmbarrineau.com

APPROVAL: R. BARRINEAU, P.S.M. • CERTIFICATION: CERTIFICATION OF AUTHORIZATION FOR: 21020  
TRAVIS P. BARRINEAU, P.S.M. • LS 6297

DRAWN	S.W.M.	JOB # 21043
REVISED		DWG. # 21043SK-000
CHECKED	T.P.B.	
APPROVED	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 600'		COPYRIGHT © APRIL, 2023



SKETCH OF DESCRIPTION FOR  
 TARA VILLAGE, INC.

SHEET 2 OF 2  
 ONE IS NOT COMPLETE WITHOUT  
 THE OTHER  
 SEE SHEET 1 OF 2  
 FOR DESCRIPTION, NOTES & SURVEYOR'S  
 CERTIFICATION

\*NOTE - THIS IS NOT A SURVEY!

**R.M. BARRINEAU**  
**AND ASSOCIATES**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 10000 N. 10th Street, Suite 100, Oklahoma City, Oklahoma 73155  
 Phone: (405) 761-1111 Fax: (405) 761-1112

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (TARA OAKS CDD-1)**

**WHEREAS**, Sayed Moukhtara (the "Petitioner") has petitioned the City Commission for the City of Leesburg, Florida, (the "City") to adopt an ordinance establishing the boundaries of the Tara Oaks Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

**WHEREAS**, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to establish the Tara Oaks Community Development District ("the Petition") are true and correct; and

**WHEREAS**, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

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

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

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

**WHEREAS**, the city has considered and finds that the area that will be served by the District is amenable to separate special -district government; and

**WHEREAS**, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

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

**SECTION 1: AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2020).

**SECTION 2: DISTRICT NAME.** There is hereby created a community Development district situated entirely within incorporated Leesburg, Florida, which District shall be known as the

"Tara Oaks Community Development District."

**SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT.** The external boundaries of the District are described in Exhibit A attached hereto, the overall parcel containing 194.15 acres of land, more or less.

**SECTION 4: FUNCTIONS AND POWERS.** The powers and functions of the District are described in Chapter 190, Florida Statutes (2020) as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems facilities for (a) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall not provide utility service (water, wastewater reuse, electricity, cable television, telephone or other telecommunications, dial up or broadband internet, solid waste collection and disposal, or any other utility service.

**SECTION 5: BOARD OF SUPERVISORS.** The five persons designated to serve as initial members of the Districts Board of Supervisors are:

Name: Sylvia Moukhtara Nemer  
Address: 7717 NW 20<sup>th</sup> Lane  
Gainesville, Florida 32605

Name: Chris Gumer  
Address: 1135 NW 23<sup>rd</sup> Ave. Suite G  
Gainesville, Florida 32609

Name: Chris Potts  
Address: 3530 NW 43<sup>rd</sup> Street  
Gainesville, Florida 32606

Name: Michel Moukhtara  
Address: 1035 SE Lake Lane  
Gainesville, Florida 32656

Name: Clifton Fischer  
Address: 5504 Haines Road N.  
St. Petersburg, Florida 33714

All of the above listed persons are residents of the State of Florida and citizens of the United States of America.

**SECTION 6: NOTICE TO PURCHASERS.** Any and all agreements for the sale of property within the boundaries of the district must include the disclosure statement required in

Section 190.048, Florida Statutes (2020) or any successor provision thereto. This requirement shall apply not only to the initial sale of a parcel, but also to all subsequent sellers, successors and assigns, for the life of the District.

**SECTION 7: SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

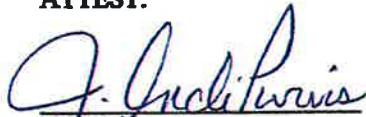
**SECTION 8: EFFECTIVE DATE.** This Ordinance shall take effect upon its passage and adoption pursuant to general law.

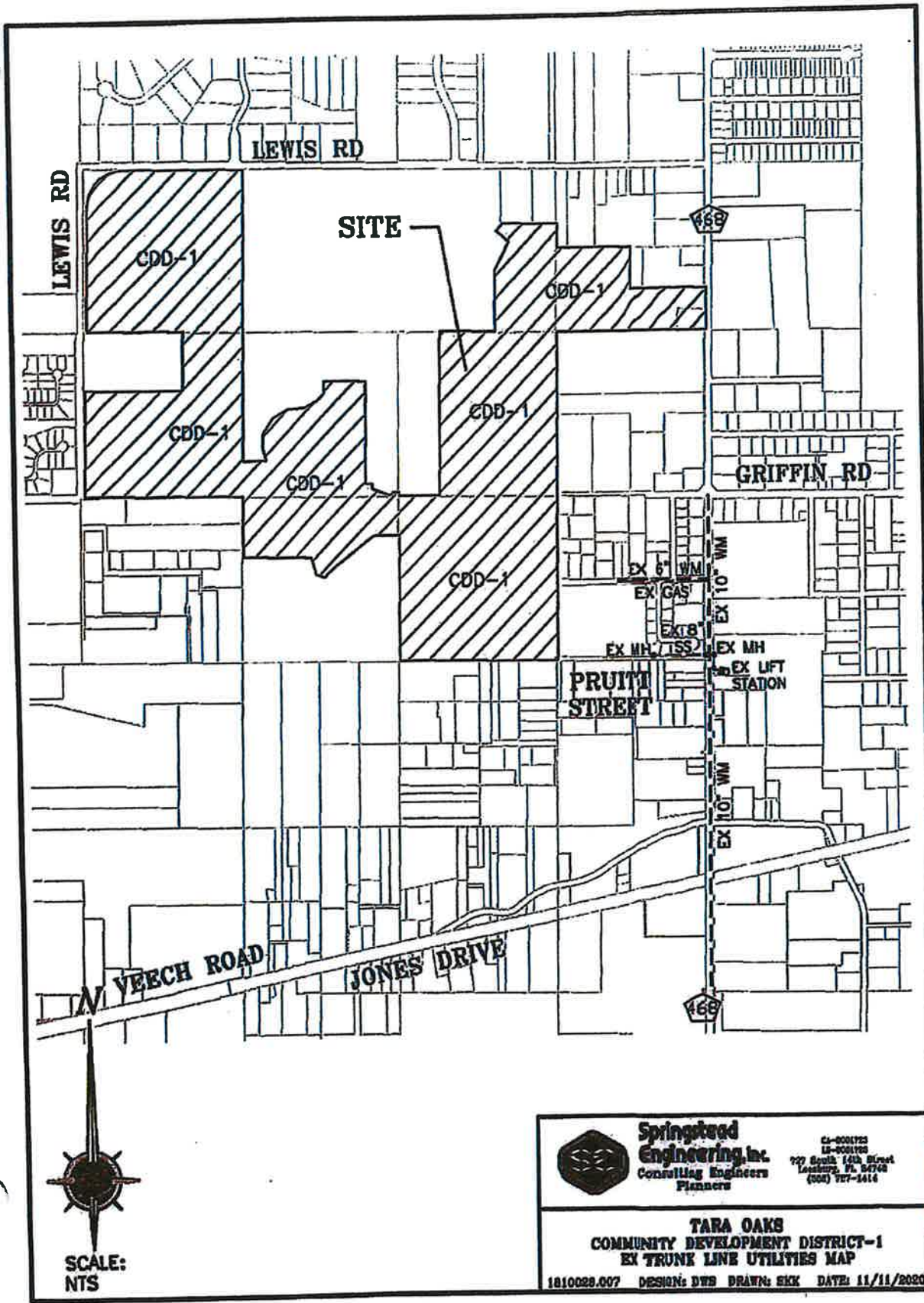
**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of May 2021.

**THE CITY OF LEESBURG, FLORIDA**

  
\_\_\_\_\_  
Mayor

ATTEST:

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



SCALE:  
NTS



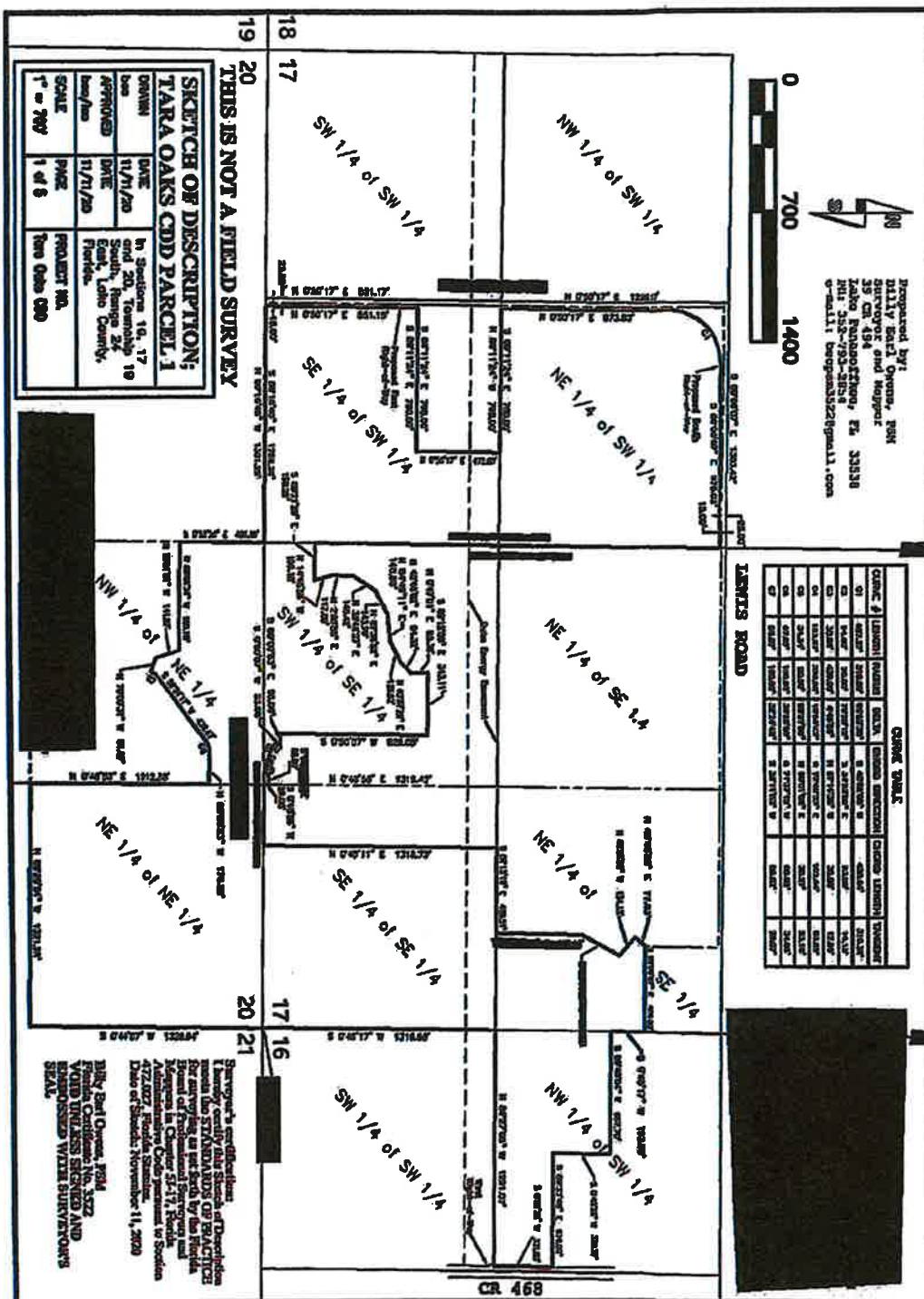
**Springstead  
Engineering, Inc.**  
Consulting Engineers  
Planners

CI-0001723  
LS-0001723  
727 South 14th Street  
Lakeland, FL 34704  
(800) 787-1414

**TARA OAKS  
COMMUNITY DEVELOPMENT DISTRICT-1  
EX TRUNK LINE UTILITIES MAP**

1810029.007 DESIGN: DWR DRAWN: SKK DATE: 11/11/2020

EXHIBIT A



Prepared by:  
 Billy Earl Owens, PSM  
 2500 E. 1st St.  
 Tallahassee, FL 32308  
 Tel: 352-793-3194  
 e-mail: b Owens@billsurvey.com



**CHECK TABLE**

CONIC #	LIBRARY	QUANTITY	DATE	CROSS SECTION	CHECKED LIBRARY	TOWNSHIP
01	SMALL	SMALL	SMALL	SMALL	SMALL	SMALL
02	SMALL	SMALL	SMALL	SMALL	SMALL	SMALL
03	SMALL	SMALL	SMALL	SMALL	SMALL	SMALL
04	SMALL	SMALL	SMALL	SMALL	SMALL	SMALL
05	SMALL	SMALL	SMALL	SMALL	SMALL	SMALL
06	SMALL	SMALL	SMALL	SMALL	SMALL	SMALL
07	SMALL	SMALL	SMALL	SMALL	SMALL	SMALL

**THIS IS NOT A FIELD SURVEY**

**SKETCH OF DESCRIPTION:**  
**TARA OAKS CDD PARCEL 1**

DATE	11/11/20	IN SECTIONS 19, 17, 20 and 20, Township 24 South, Range 24 East, Lake County, Florida.
APPROVED DATE	11/11/20	
SCALE	1" = 700'	PROJECT NO. Tara Oaks CDD

Surveyor's certification:  
 I certify that this sketch of Description meets the STANDARDS OF PRACTICE for surveying as set forth by the Florida Board of Professional Surveyors and the Administrative Code passed to Section 472.007, Florida Statute.  
 Date of Sketch: November 11, 2020

Billy Earl Owens, PSM  
 Florida Certificate No. 5522  
 VOID UNLESS SIGNED AND  
 RECORDED WITH SURVEYOR'S  
 SEAL

## TARA OAKS PARCEL 1 CDD DESCRIPTION

In Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida

November 11, 2020

That part of Sections 16, 17 and 20, Township 19 South, Range 24 East, Lake County, Florida, described as follows; Begin at the northeast corner of said Section 20 and run S 00°44'07" W, along the east boundary of the Northeast ¼ of the Northeast ¼ of said Section 20, a distance of 1329.94 feet, to the southeast corner of said Northeast ¼ of the Northeast ¼; thence N 89°20'54" W, along the south boundary of said Northeast ¼ of the Northeast ¼, a distance of 1321.28 feet, to the southwest corner of said Northeast ¼ of the Northeast ¼; thence N 00°48'53" E, along the west boundary of said Northeast ¼ of the Northeast ¼, a distance of 1012.38 feet; thence leaving said west boundary, run N 89°09'53" W, a distance of 176.59 feet, to the Point of Curvature of a curve concave southerly and having a radius of 100.00 feet; thence westerly, along the arc of said curve, through a central angle of 38°25'50", a distance of 67.07 feet, to the Point of Tangency; thence S 52°24'17" W, a distance of 438.47 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 100.00 feet; thence southwesterly, along the arc of said curve, through a central angle of 32°24'48", a distance of 56.57 feet, to the Point of Tangency; thence N 70°00'31" W, a distance of 81.87 feet; thence N 16°51'51" W, a distance of 141.97 feet; thence N 89°06'34" W, a distance of 585.15 feet, to the west boundary of the Northwest ¼ of the Northeast ¼ of the aforesaid Section 20; thence N 00°53'26" E, along said west boundary, a distance of 490.69 feet, to the northwest corner of the Northwest ¼ of the Northeast ¼ of Section 20, same being the southeast corner of the Southeast ¼ of the Southwest ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence N 89°16'40" W, along the south boundary of said Southeast ¼ of the Southwest ¼, a distance of 1286.29 feet, to the proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said proposed east right-of-way, a distance of 851.15 feet; thence leaving said east right-of-way, run S 89°11'24" E, a distance of 780.00 feet; thence N 00°50'17" E, a distance of 473.00 feet; thence N 89°11'24" W, a distance of 780.00 feet, to the aforesaid proposed east right-of-way of LEWIS ROAD; thence N 00°50'17" E, along said east right-of-way, a distance of 973.83 feet, to the Point of Curvature of a curve concave southeasterly and having a radius of 310.00 feet; thence northeasterly, along the arc of said curve, and proposed right-of-way for LEWIS ROAD, through a central angle of 90°03'36", a distance of 487.27 feet, to the Point of Tangency, said point being on the proposed south right-of-way of said LEWIS ROAD; thence S 89°06'07" E, along said proposed south right-of-way, a distance of 978.02 feet, to the east boundary of the Southwest ¼ of the aforesaid Section 17; thence S 00°53'00" W, along said east boundary, a distance of 2319.36 feet; thence leaving said east boundary, run S 89°21'29" E, a distance of 198.29 feet; thence N 14°48'59" W, a distance of 106.18 feet; thence N 02°50'55" E, a distance of 117.80 feet; thence N 33°46'27" E, a distance of 145.42 feet; thence N 61°36'52" E, a distance of 143.29 feet; thence N 84°49'11" E, a

distance of 148.86 feet; thence N 63°57'29" E, a distance of 125.92 feet; thence N 45°46'02" E, a distance of 84.32 feet; thence N 00°47'01" E, a distance of 95.38 feet; thence S 89°12'59" E, a distance of 343.11 feet; thence S 00°50'07" W, a distance of 828.05 feet; thence S 89°09'53" E, a distance of 55.00 feet; thence S 00°50'07" W, a distance of 23.05 feet, to the Point of Curvature of a curve concave northeasterly and having a radius of 20.00 feet; thence southeasterly, along the arc of said curve, through a central angle of 70°28'12", a distance of 24.60 feet, to a Point of Reverse Curve; thence run easterly, along the arc of said reverse curve concave southwesterly and having a radius of 430.00 feet, through a central angle of 04°46'55", a distance of 35.89 feet, to a Point of Reverse Curve; thence run easterly along the arc of said reverse curve concave northerly and having a radius of 370.00 feet, through a central angle of 15°56'43", a distance of 102.97 feet, to the Point of Compound Curve; thence along the arc of said compound curve concave northerly and having a radius of 20.00 feet; thence northeasterly, along the arc of said curve, through a central angle of 98°21'59", a distance of 34.34 feet, to the Point of Tangency; thence S 89°11'04" E, a distance of 55.50 feet, to the east boundary of the Southwest ¼ of the Southeast ¼ of the aforesaid Section 17; thence S 00°48'56" W, along said east boundary, a distance of 29.05 feet, to the southeast corner of said Southwest ¼ of the Southeast ¼, same being the southwest corner of the Southeast ¼ of the Southeast ¼ of Section 17; thence S 89°20'30" E, along the south boundary of said Southeast ¼ of the Southeast ¼, a distance of 329.80 feet; thence N 00°48'11" E, a distance of 1318.73 feet, to the north boundary of said Southeast ¼ of the Southeast ¼; thence S 89°13'19" E, along said north boundary, a distance of 460.51 feet; thence N 00°46'41" E, a distance of 485.12 feet; thence N 28°14'24" E, a distance of 249.98 feet; thence N 49°56'59" W, a distance of 134.15 feet; thence N 40°46'55" E, a distance of 77.63 feet; thence S 89°06'07" E, a distance of 466.33 feet, to the east boundary of said Northeast ¼ of the Southeast ¼, of Section 17, same being the west boundary of the Northwest ¼ of the Southwest ¼ of Section 16, Township 19 South, Range 24 East; thence S 00°45'17" W, along said boundary line, a distance of 192.09 feet; thence S 89°40'04" E, a distance of 657.70 feet; thence S 00°45'25" W, a distance of 330.37 feet; thence S 89°33'48" E, a distance of 634.00 feet, to the west right-of-way of COUNTY ROAD 468; thence S 00°51'28" W, along said west right-of-way, a distance of 331.60 feet; thence leaving said west right-of-way, run N 89°27'05" W, a distance of 1291.07 feet, to the southwest corner of the Northwest ¼ of the Southwest ¼, of the aforesaid Section 16, same being the northeast corner of the Southeast ¼ of the Southeast ¼ of the aforesaid Section 17, Township 19 South, Range 24 East; thence S 00°45'17" W, along the east boundary of said Southeast ¼ of the Southeast ¼, a distance of 1316.66 feet, to the Point of Beginning and end of this description.

Area described contains 194.15 acres.

October 28, 2025

Board of Supervisors  
Tara Oaks Community Development District  
c/o Kristin Suit, District Manager  
Wrathell, Hunt & Associates LLC  
2300 Glades Road Suite 410W  
Boca Raton, Florida 33431

Dear Board of Supervisors:

As manager, I am authorized to issue this letter on behalf of Tara Village, Inc. and Abbington Oaks, Inc. (together, "**Landowners**"). The Landowners are the majority landowners of the property located within the Tara Oaks Community Development District ("**District**"). Although the District was initially established to construct and/or acquire certain infrastructure improvements ("**Improvements**") and to operate and maintain such Improvements, the Landowners have determined that it is more advantageous for the needs of the current and future landowners within the District to finance further infrastructure improvements through conventional methods and to allow a property owners' association or other entity to operate and maintain such improvements. With this in mind, there will not be any infrastructure improvements constructed by or conveyed to the District and the District will be left without any improvements to fund, construct, acquire, operate or maintain.

Accordingly, the Landowners respectfully request that the Board of Supervisors proceed with dissolving the District; inasmuch as the dissolution of the District is in the best interest of all concerned; and furthermore, the Landowners do hereby consent to the same.

Thank you for your consideration of this request.

Sincerely,

**Tara Village, Inc.**  
a Florida corporation

By: Sayed Moukhtara  
Its: President

**Abbington Oaks, Inc.**  
a Florida corporation

By: Sayed Moukhtara  
Its: President

**Consent and Joinder of Landowners to the Dissolution of  
the Tara Oaks Community Development District**

The undersigned understand and acknowledge that the Tara Oaks Community Development District (the "**District**") intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*.

As the owners, collectively, of 100% of the lands within the Tara Oaks Community Development District, the undersigned hereby consent to the dissolution of the District. The undersigned also hereby waive the right to object to the District's failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, *Florida Statutes*. A description of the District lands, consisting solely of those lands within the District owned by the undersigned, is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledge that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, which ever shall first occur.

The undersigned hereby represent and warrant that they have taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[CONTINUED ON NEXT PAGE]

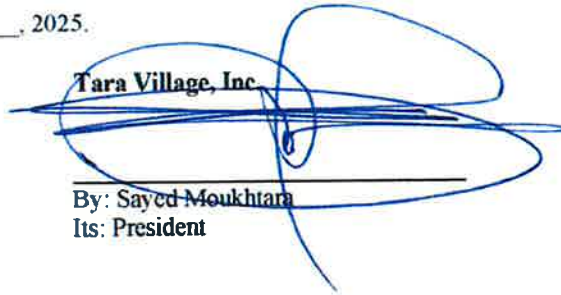
[SIGNATURE PAGE FOR CONSENT AND JOINDER OF LANDOWNERS TO THE DISSOLUTION OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT]

Executed this 3 day of November, 2025.

Witnessed:

  
Print Name: Tarsis Correa

  
Print Name: Vinson Ratacl

Tara Village, Inc.  
  
By: Sayed Moukhtara  
Its: President

STATE OF Florida  
COUNTY OF Alachua

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Sayed Moukhtara as President of Tara Village, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Alachua and State of Florida this 3 day of November, 2025.



**CAMRYN FIGUEROA**  
Notary Public  
State of Florida  
Comm# HH662301  
Expires 12/11/2028

Camryn Figueroa  
Notary Public

Personally known: Sayed Moukhtara  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_


[SIGNATURE PAGE FOR CONSENT AND JOINDER OF LANDOWNERS TO THE DISSOLUTION OF THE TARA OAKS COMMUNITY DEVELOPMENT DISTRICT]


Executed this 3 day of November, 2025.

Witnessed:

Abbington Oaks, Inc.

  
\_\_\_\_\_  
Print Name: Tarsis Correa

  
\_\_\_\_\_  
Print Name: Vinson Rafael

  
\_\_\_\_\_  
By: Sayed Moukhtara  
Its: President

STATE OF Florida  
COUNTY OF Alachua

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Sayed Moukhtara as President of Abbington Oaks, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Alachua and State of Florida this 3 day of November, 2025.



**CAMRYN FIGUEROA**  
Notary Public  
State of Florida  
Comm# HH662301  
Expires 12/11/2028

  
\_\_\_\_\_  
Notary Public

Personally known: Sayed Moukhtara  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

---

Exhibit A

# EXHIBIT A

## SKETCH OF DESCRIPTION FOR: TARA VILLAGE, INC.

**DESCRIPTION:**

A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, A PORTION OF THE NORTH 1/2 OF SE 1/4 AND THE EAST 3/4 OF THE SE 1/4 OF SECTION 17 TOWNSHIP 19 SOUTH, RANGE 24 EAST AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGIN AT THE NE CORNER OF SAID SECTION 20, THENCE ALONG THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 20, S 00°44'07"W, A DISTANCE OF 1329.94 FEET TO THE S.E. CORNER OF THE NORTH 1/2 OF THE NE 1/4 OF SAID SECTION 20, THENCE DEPARTING SAID EAST BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NE 1/4 OF SAID SECTION 20, N 89°20'54"W, A DISTANCE OF 2642.64 FEET TO THE SW CORNER OF THE NORTH 1/2 OF THE NE 1/4 OF SAID SECTION 20, THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE NE 1/4 OF SAID SECTION 20, N 00°53'26"E, A DISTANCE OF 1330.25 FEET TO THE NW CORNER OF THE NE 1/4 OF SAID SECTION 20, S 89°20'30"E, A DISTANCE OF 1649.39 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 3/4 OF THE SE 1/4 OF SAID SECTION 20, ALONG THE WEST BOUNDARY OF THE EAST 3/4 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 17, N 00°48'11"E, A DISTANCE OF 1318.73 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 17, THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 17, N 89°13'19"W, A DISTANCE OF 1647.64 FEET TO THE SW CORNER OF THE NORTH 1/2 OF THE SE 1/4 OF SAID SECTION 17, THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE SE 1/4 OF SAID SECTION 17, N 00°51'51"E, A DISTANCE OF 1297.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEWIS ROAD (BEING A FIFTY FOOT RIGHT OF WAY), THENCE DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH RIGHT OF WAY LINE, S 89°06'07"E, A DISTANCE OF 2166.76 FEET, THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S 00°45'17"W, A DISTANCE OF 441.33 FEET, THENCE S 89°05'07"E, A DISTANCE OF 456.33 FEET TO A POINT ON THE WEST BOUNDARY OF THE SW 1/4 OF AFOREMENTIONED SECTION 16, THENCE ALONG SAID WEST BOUNDARY S 00°45'16"W, A DISTANCE OF 192.09 FEET, THENCE DEPARTING SAID WEST BOUNDARY, S 89°40'04"E, A DISTANCE OF 634.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 458 (BEING A SIXTY SIX FOOT RIGHT OF WAY), THENCE ALONG SAID WEST RIGHT OF WAY LINE, S 00°51'28"W, A DISTANCE OF 331.60 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, THENCE DEPARTING SAID WEST RIGHT OF WAY LINE ALONG SAID SOUTH BOUNDARY, N 89°27'05"W, A DISTANCE OF 1291.07 FEET TO THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE AFOREMENTIONED WEST BOUNDARY OF THE SW 1/4 OF SECTION 16, S 00°45'17"W, A DISTANCE OF 1316.66 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 198.88 ACRES, MORE OR LESS.

**NOTES:**

1. DATE OF SKETCH, APRIL 11, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE NORTH BOUNDARY OF THE N.E. 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING S.89°20'30"E.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

\*NOTE\* - THIS IS NOT A SURVEY!

SHEET 1 OF 2  
ONE IS NOT COMPLETE WITHOUT THE OTHER

**LEGEND** UNLESS OTHERWISE NOTED

- = CENTERLINE OF RIGHT OF WAY
- OR = OFFICIAL RECORDS OF LAKE COUNTY
- CB = CHORD BEARING
- - - = BROKEN LINE, NOT DRAWN TO SCALE


**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 50-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

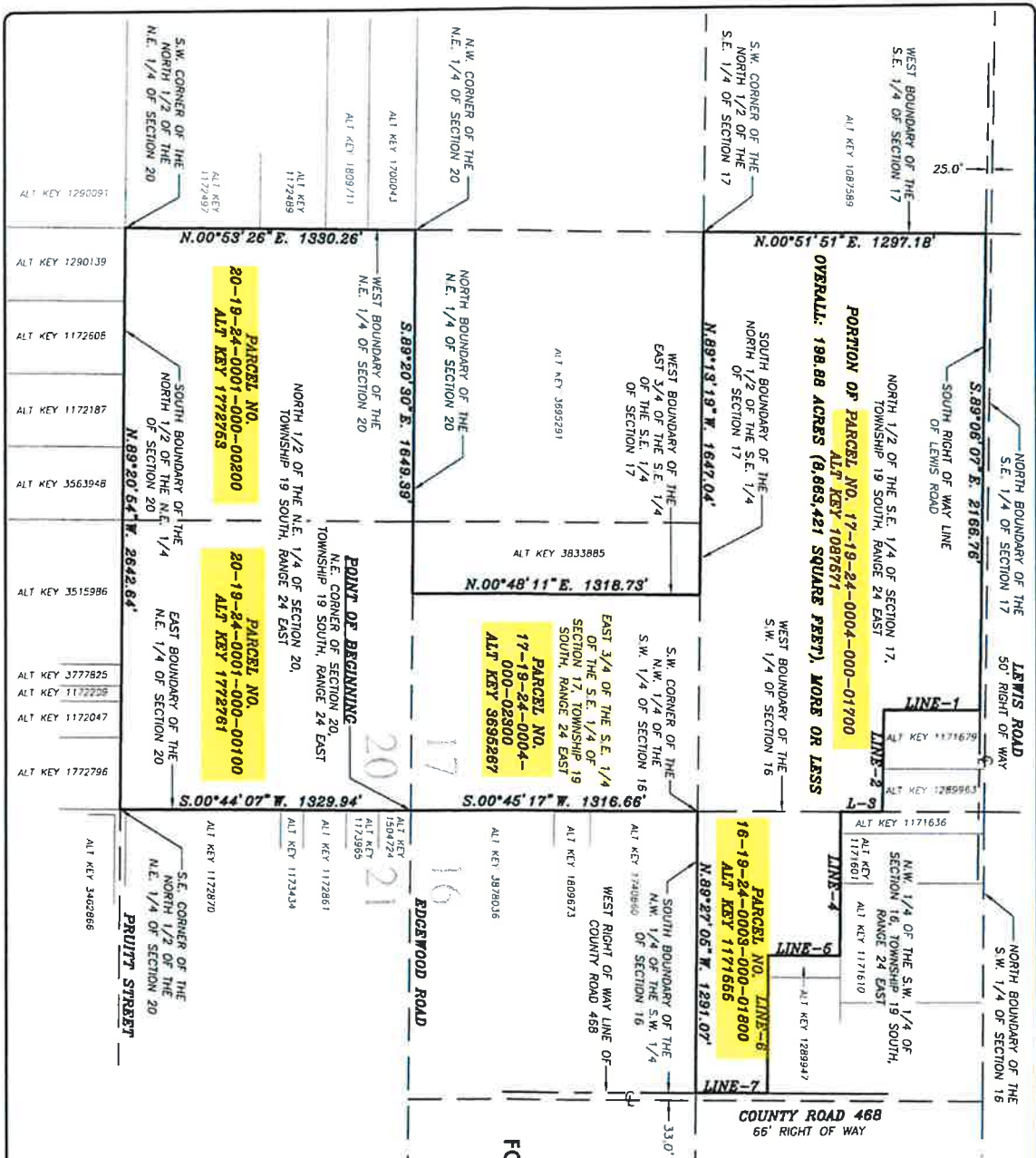
4/24/2023  
SIGNATURE DATE

*Travis P. Barrineau*  
TRAVIS P. BARRINEAU, P.S.M. - LS 6297  
OF R.M. BARRINEAU & ASSOCIATES, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

 <p><b>R.M. BARRINEAU</b> <b>AND ASSOCIATES</b> PROFESSIONAL SURVEYORS &amp; MAPPERS <small>CHARTERED PROFESSIONAL SURVEYORS - 1230 S.E. 4th Street, Suite 101, Ft. Lauderdale, FL 33304 PHONE: 352-122-1133 • FAX: 352-389-2117 • www.rmbarra.com</small></p>	DRAWN	S.W.M.	J.O.# 21043
	REVISED		OWG # 21043SK-000
	CHECKED	T.P.B.	
	APPROVED	T.P.B.	SHEET 1 OF 2
	SCALE: 1" = 600'		COPYRIGHT © APRIL 2023





SKETCH OF DESCRIPTION FOR:  
TARA VILLAGE, INC.

SEE SHEET 1 OF 2  
FOR DESCRIPTION, NOTES & SURVEYOR'S  
CERTIFICATION

LINE	BEARING & DISTANCE
LINE-1	S.00°45'17"W. 441.33'
LINE-2	S.89°06'07"E. 466.35'
L-3	S.00°45'16"W. 192.09'
LINE-4	S.89°40'04"E. 657.69'
LINE-5	S.00°45'25"W. 330.37'
LINE-6	S.89°33'48"E. 634.00'
LINE-7	S.00°51'28"W. 331.60'

\*NOTE\* ~ THIS IS NOT A SURVEY!



SECTION 16, 17 & 20 TOWNSHIP 19 SOUTH, RANGE 24 EAST

DRAWN:	S.W.M.	J.O.# 21043
REVISED:		DWG.# 21043SK CDD
CHECKED:	T.P.B.	
APPROVED:	T.P.B.	SHEET 2 OF 2
SCALE:	1" = 600'	COPYRIGHT © APRIL, 2023

**R.M. BARRINEAU**  
AND ASSOCIATES

PROFESSIONAL SURVEYORS & MAPPERS

Oakhurst Professional Park • 1309 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34477  
PHONE (352) 822-3133 • FAX (352) 369-3771 • www.rmBarrineau.com

REGINALD M. BARRINEAU, P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 9091  
TRAVIS P. BARRINEAU, P.S.M. - LS 6897

# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	TARA VILLAGE INC	<b>Alternate Key:</b>	1087571
<b>Mailing Address:</b>	3911 NW 26TH TER GAINESVILLE, FL 32605 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b> ⓘ	17-19-24-0004-000-01700
		<b>Millage Group and City:</b>	0L2X Leesburg
		<b>2025 Total Certified Millage Rate:</b>	15.9477
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a> ⓘ
<b>Property Location:</b>	LEWIS RD LEESBURG FL, 34748	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a> ⓘ <a href="#">School Locator &amp; Bus Stop Map</a> ⓘ <a href="#">School Boundary Maps</a> ⓘ
<b>Property Description:</b>	BEG AT SE COR OF NE 1/4 OF SE 1/4, RUN N 89-12-30 W 1318.37 FT TO SW COR OF NE 1/4 OF SE 1/4, N 89-12-59 W 1318.28 FT TO W LINE OF SE 1/4, N 0-52-36 E ALONG SAID W LINE OF SE 1/4 A DIST OF 1296.78 FT TO A POINT ON S'LY R/W LINE OF LEWIS RD, S 89-06-08 E 2167.18 FT, S 0-47-09 W 441.11 FT, S 89-06-0 E 466.80 FT TO E LINE OF SEC, S 0-44-38 W 850.41 FT TO POB ORB 3887 PG 1506		
<small><b>NOTE:</b> This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</small>			

## Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - NATIVE 1 (6500)	0	0	CATTLE	62.020	Acre	\$9,303.00	\$403,130.00
2	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	6.300	Acre	\$2,205.00	\$40,950.00
3	WETLAND (9600)	0	0		5.240	Acre	\$236.00	\$236.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

## Miscellaneous Improvements

There is no improvement information to display.

## Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<a href="#">3887 / 1506</a>	03/22/2010	Warranty Deed	Unqualified	Vacant	\$100.00
<a href="#">1170 / 1879</a>	04/01/1992	Warranty Deed	Unqualified	Vacant	\$1.00
<a href="#">939 / 199</a>	07/01/1985	Warranty Deed	Unqualified	Vacant	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

## Values and Estimated Ad Valorem Taxes 📘

**Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.**

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$444,316	\$11,744	\$11,744	5.0254	\$59.02
SCHOOL BOARD STATE	\$444,316	\$11,744	\$11,744	3.0870	\$36.25
SCHOOL BOARD LOCAL	\$444,316	\$11,744	\$11,744	2.9980	\$35.21
LAKE COUNTY WATER DISTRICT	\$444,316	\$11,744	\$11,744	0.2940	\$3.45
NORTH LAKE HOSPITAL DIST	\$444,316	\$11,744	\$11,744	0.3859	\$4.53
ST JOHNS RIVER FL WATER MGMT DIST	\$444,316	\$11,744	\$11,744	0.1793	\$2.11
CITY OF LEESBURG	\$444,316	\$11,744	\$11,744	3.4752	\$40.81
LAKE COUNTY MSTU AMBULANCE	\$444,316	\$11,744	\$11,744	0.4629	\$5.44
LAKE COUNTY VOTED DEBT SERVICE	\$444,316	\$11,744	\$11,744	0.0400	\$0.47
				<b>Total:</b> 15.9477	<b>Total: \$187.29</b>

## Exemptions Information

**This property is benefitting from the following exemptions with a checkmark ✔**

- Homestead Exemption (first exemption up to \$25,000) [Learn More](#) [View the Law](#)
- Additional Homestead Exemption (up to an additional \$25,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to county millage - up to \$50,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to city millage - up to \$25,000) 📘 [Learn More](#) [View the Law](#)
- Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) [Learn More](#) [View the Law](#)
- Widow / Widower Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Blind Exemption (up to \$500) [Learn More](#) [View the Law](#)
- Disability Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Disability Exemption (\$5,000) [Learn More](#) [View the Law](#)
- Veteran's Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Combat Related Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Deployed Servicemember Exemption (amount varies) [Learn More](#) [View the Law](#)
- First Responder Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Surviving Spouse of First Responder Exemption (amount varies) [Learn More](#) [View the Law](#)
- Conservation Exemption (amount varies) [Learn More](#) [View the Law](#)
- Tangible Personal Property Exemption (up to \$25,000) [Learn More](#) [View the Law](#)
- Religious, Charitable, Institutional, and Organizational Exemptions (amount varies) [Learn More](#) [View the Law](#)
- Economic Development Exemption [Learn More](#) [View the Law](#)
- Government Exemption (amount varies) [Learn More](#) [View the Law](#)

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	TARA VILLAGE INC	<b>Alternate Key:</b>	1171555
<b>Mailing Address:</b>	3911 NW 26TH TER GAINESVILLE, FL 32605 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b> ⓘ	16-19-24-0003-000-01800
		<b>Millage Group and City:</b>	0L2X Leesburg
		<b>2025 Total Certified Millage Rate:</b>	15.9477
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a> ⓘ
<b>Property Location:</b>	33241 COUNTY ROAD 468 LEESBURG FL, 34748	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a> ⓘ
		<b>School Information:</b>	<a href="#">School Locator &amp; Bus Stop Map</a> ⓘ <a href="#">School Boundary Maps</a> ⓘ
<b>Property Description:</b>	BEG AT SW COR OF SW 1/4 OF NW 1/4 OF SW 1/4, RUN N 0-18-22 E 658.24 FT TO NW COR OF SW 1/4 OF NW 1/4 OF SW 1/4, N 89-51-12 E 657.34 FT TO NE COR OF SW 1/4 OF NW 1/4 OF SW 1/4, S 0-16-41 W 330.37 FT TO NW COR OF S 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4, N 89-57-28 E 634.49 FT TO W R/W LINE OF CR 468, S 0-25-46 W ALONG W R/W LINE 159.34 FT, N 87-35-44 W 225.31 FT, S 04-35-19 W 182 FT TO S LINE OF NW 1/4 OF SW 1/4, N 89-55-48 W 1052.88 FT TO POB ORB 5039 PG 1703		
	<small><b>NOTE:</b> This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</small>		

## Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		13.880	Acre		\$296,338.00	\$296,338.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

## Miscellaneous Improvements

There is no improvement information to display.

## Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<a href="#">5039 / 1703</a>	11/28/2017	Warranty Deed	Unqualified	Vacant	\$182,500.00
<a href="#">3351 / 1621</a>	12/12/2006	Quit Claim Deed	Unqualified	Improved	\$1.00
<a href="#">3286 / 1285</a>	10/18/2006	Quit Claim Deed	Unqualified	Improved	\$1.00
<a href="#">3282 / 1293</a>	10/12/2006	Warranty Deed	Unqualified	Improved	\$48,000.00
<a href="#">3051 / 502</a>	12/30/2005	Personal Rep Deed	Unqualified	Improved	\$325,000.00
<a href="#">621 / 1330</a>	12/28/1976	Warranty Deed	Qualified	Improved	\$4,400.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

## Values and Estimated Ad Valorem Taxes ⓘ

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$296,338	\$254,110	\$254,110	5.0254	\$1,277.00
SCHOOL BOARD STATE	\$296,338	\$296,338	\$296,338	3.0870	\$914.80
SCHOOL BOARD LOCAL	\$296,338	\$296,338	\$296,338	2.9980	\$888.42
LAKE COUNTY WATER DISTRICT	\$296,338	\$254,110	\$254,110	0.2940	\$74.71
NORTH LAKE HOSPITAL DIST	\$296,338	\$254,110	\$254,110	0.3859	\$98.06
ST JOHNS RIVER FL WATER MGMT DIST	\$296,338	\$254,110	\$254,110	0.1793	\$45.56
CITY OF LEESBURG	\$296,338	\$254,110	\$254,110	3.4752	\$883.08
LAKE COUNTY MSTU AMBULANCE	\$296,338	\$254,110	\$254,110	0.4629	\$117.63
LAKE COUNTY VOTED DEBT SERVICE	\$296,338	\$254,110	\$254,110	0.0400	\$10.16
				<b>Total:</b>	<b>Total:</b>
				15.9477	\$4,309.42

## Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

- Homestead Exemption (first exemption up to \$25,000) [Learn More](#) [View the Law](#)
- Additional Homestead Exemption (up to an additional \$25,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to county millage - up to \$50,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ [Learn More](#) [View the Law](#)
- Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) [Learn More](#) [View the Law](#)
- Widow / Widower Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Blind Exemption (up to \$500) [Learn More](#) [View the Law](#)
- Disability Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Disability Exemption (\$5,000) [Learn More](#) [View the Law](#)
- Veteran's Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Combat Related Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Deployed Servicemember Exemption (amount varies) [Learn More](#) [View the Law](#)
- First Responder Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)

Surviving Spouse of First Responder Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Conservation Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Tangible Personal Property Exemption (up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Economic Development Exemption	<a href="#">Learn More</a> <a href="#">View the Law</a>
Government Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>

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# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	TARA VILLAGE INC	<b>Alternate Key:</b>	1772753
<b>Mailing Address:</b>	3911 NW 26TH TER GAINESVILLE, FL 32605 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b>	20-19-24-0001-000-00200
		<b>Millage Group and City:</b>	00L2 Leesburg
		<b>2025 Total Certified Millage Rate:</b>	15.9477
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a>
<b>Property Location:</b>	1750 SCHOOLVIEW ST LEESBURG FL, 34748	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a>
		<b>School Information:</b>	<a href="#">School Locator &amp; Bus Stop Map</a> <a href="#">School Boundary Maps</a>
<b>Property Description:</b>	FROM NE COR OF SEC RUN S 0-44-26 W ALONG SAID E LINE 1330.12 FT TO SE COR OF NE 1/4 OF NE 1/4, N 89-22-12 W 1321.59 FT TO SW COR OF NE 1/4 OF NE 1/4 FOR POB, N 89-22-12 W 1321.59 FT TO W LINE OF NW 1/4 OF NE 1/4, N 0-54-44 E 1331.49 FT TO N LINE OF SEC, S 89-21-29 E 1319.80 FT TO NE COR OF NW 1/4 OF NE 1/4, S 0-50-07 W TO POB ORB 3887 PG 1502		
<p><small><b>NOTE:</b> This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</small></p>			

## Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED GOOD (6200)	0	0	CATTLE	27.000	Acre	\$10,125.00	\$175,500.00
2	WETLAND (9600)	0	0		12.350	Acre	\$556.00	\$556.00
3	AGRICULTURAL HOMESITE (5000)	0	0		1.010	Acre	\$20,200.00	\$20,200.00

[Click here for Zoning Info Map](#) [FEMA Flood Map](#)

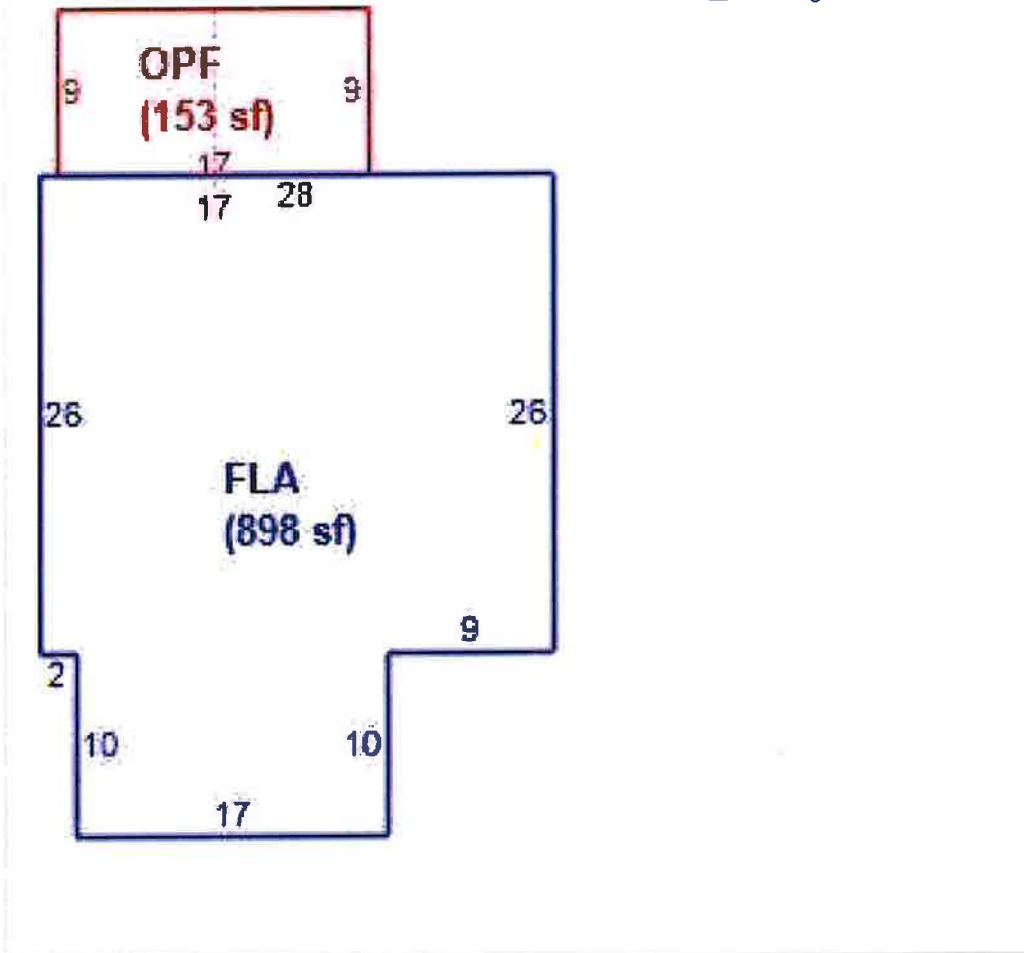
## Residential Building(s)

### Building 1

Residential	Building Value: \$21,419.00		
<b>Summary</b>			
Year Built: 1950	Total Living Area: 898	Central A/C: No	Fireplaces: 0
Bedrooms: 2	Full Bathrooms: 1	Half Bathrooms: 0	
<a href="#">Incorrect Bedroom, Bath, or other information?</a>			
<b>Section(s)</b>			
Section Type	Ext. Wall Type	No. Stories	Floor Area

FINISHED LIVING AREA (FLA)	CONCRETE BLOCK PLAIN (02)	1.00	898
OPEN PORCH FINISHED (OPF)		1.00	153

[View Larger / Print / Save](#)



### Miscellaneous Improvements

There is no improvement information to display.

### Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<a href="#">3887 / 1502</a>	03/22/2010	Warranty Deed	Unqualified	Improved	\$100.00
<a href="#">1170 / 1879</a>	04/01/1992	Warranty Deed	Unqualified	Improved	\$1.00
<a href="#">939 / 199</a>	07/01/1985	Warranty Deed	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#)

### Values and Estimated Ad Valorem Taxes

**Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.**  
 The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes

LAKE COUNTY BCC GENERAL FUND	\$217,675	\$52,300	\$52,300	5.0254	\$262.83
SCHOOL BOARD STATE	\$217,675	\$52,300	\$52,300	3.0870	\$161.45
SCHOOL BOARD LOCAL	\$217,675	\$52,300	\$52,300	2.9980	\$156.80
LAKE COUNTY WATER DISTRICT	\$217,675	\$52,300	\$52,300	0.2940	\$15.38
NORTH LAKE HOSPITAL DIST	\$217,675	\$52,300	\$52,300	0.3859	\$20.18
ST JOHNS RIVER FL WATER MGMT DIST	\$217,675	\$52,300	\$52,300	0.1793	\$9.38
CITY OF LEESBURG	\$217,675	\$52,300	\$52,300	3.4752	\$181.75
LAKE COUNTY MSTU AMBULANCE	\$217,675	\$52,300	\$52,300	0.4629	\$24.21
LAKE COUNTY VOTED DEBT SERVICE	\$217,675	\$52,300	\$52,300	0.0400	\$2.09
				<b>Total:</b> 15.9477	<b>Total:</b> \$834.07

## Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Additional Homestead Exemption (up to an additional \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Widow / Widower Exemption (up to \$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Blind Exemption (up to \$500)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Disability Exemption (up to \$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Disability Exemption (\$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Combat Related Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Deployed Servicemember Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
First Responder Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Surviving Spouse of First Responder Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Conservation Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Tangible Personal Property Exemption (up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Economic Development Exemption	<a href="#">Learn More</a> <a href="#">View the Law</a>
Government Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>

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**Site Notice**

# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	TARA VILLAGE INC	<b>Alternate Key:</b>	1772761
<b>Mailing Address:</b>	3911 NW 26TH TER GAINESVILLE, FL 32605 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b>	20-19-24-0001-000-00100
		<b>Millage Group and City:</b>	00L2 Leesburg
		<b>2025 Total Certified Millage Rate:</b>	15.9477
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a>
<b>Property Location:</b>	1750 SCHOOLVIEW ST LEESBURG FL, 34748	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a>
		<b>School Information:</b>	<a href="#">School Locator &amp; Bus Stop Map</a> <a href="#">School Boundary Maps</a>
<b>Property Description:</b>	BEG AT NE COR OF SEC RUN S 0-44-26 W 1330.12 FT TO SE COR OF NE 1/4 OF NE 1/4, N 89-22-12 W 1321.59 FT TO SW COR OF NE 1/4 OF NE 1/4, N 0-50-07 E 1331.21 FT TO N LINE OF SEC, S 89-19-22 E ALONG SAID N LINE 1319.39 FT TO POB ORB 3887 PG 1504		
<p><small><b>NOTE:</b> This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</small></p>			

## Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	23.830	Acre	\$8,341.00	\$154,895.00
2	AG / PASTURE - NATIVE (6500)	0	0	CATTLE	15.000	Acre	\$2,250.00	\$97,500.00
3	AGRICULTURAL HOMESITE (5000)	0	0		1.000	Acre	\$20,000.00	\$20,000.00
4	WETLAND (9600)	0	0		0.510	Acre	\$23.00	\$23.00

[Click here for Zoning Info](#) [FEMA Flood Map](#)

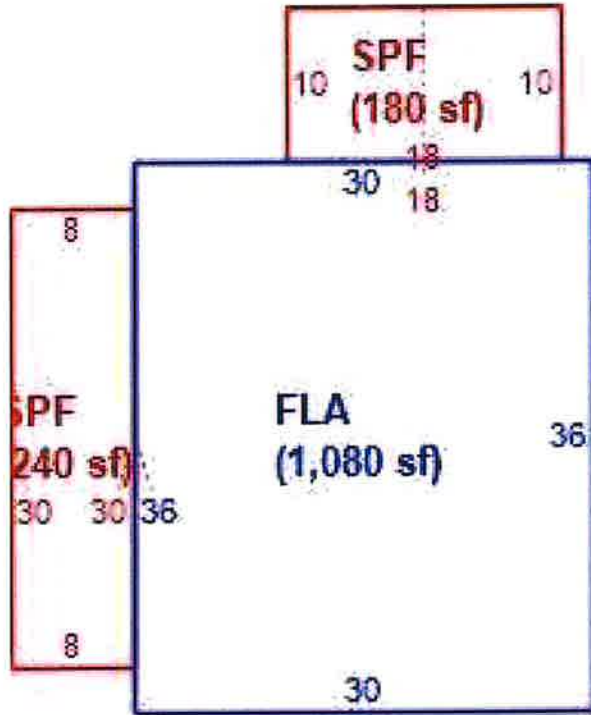
## Residential Building(s)

### Building 1

Residential	Building Value: \$21,060.00		
<b>Summary</b>			
Year Built: 1910	Total Living Area: 1080	Central A/C: No	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 0	
<a href="#">Incorrect Bedroom, Bath, or other information?</a>			
<b>Section(s)</b>			

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	WOOD/METAL FRAME W/OUTER FINISH (01)	1.00	1080
SCREEN PORCH FINISHED (SPF)		1.00	420

[View Larger / Print / Save](#)



### Miscellaneous Improvements

There is no improvement information to display.

### Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<a href="#">3887 / 1504</a>	03/22/2010	Warranty Deed	Unqualified	Improved	\$100.00
<a href="#">1170 / 1879</a>	04/01/1992	Warranty Deed	Unqualified	Improved	\$1.00
<a href="#">939 / 199</a>	07/01/1985	Warranty Deed	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

### Values and Estimated Ad Valorem Taxes ⓘ

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.

**The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.**

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$293,478	\$51,674	\$51,674	5.0254	\$259.68
SCHOOL BOARD STATE	\$293,478	\$51,674	\$51,674	3.0870	\$159.52
SCHOOL BOARD LOCAL	\$293,478	\$51,674	\$51,674	2.9980	\$154.92
LAKE COUNTY WATER DISTRICT	\$293,478	\$51,674	\$51,674	0.2940	\$15.19
NORTH LAKE HOSPITAL DIST	\$293,478	\$51,674	\$51,674	0.3859	\$19.94
ST JOHNS RIVER FL WATER MGMT DIST	\$293,478	\$51,674	\$51,674	0.1793	\$9.27
CITY OF LEESBURG	\$293,478	\$51,674	\$51,674	3.4752	\$179.58
LAKE COUNTY MSTU AMBULANCE	\$293,478	\$51,674	\$51,674	0.4629	\$23.92
LAKE COUNTY VOTED DEBT SERVICE	\$293,478	\$51,674	\$51,674	0.0400	\$2.07
				<b>Total:</b> 15.9477	<b>Total: \$824.09</b>

### Exemptions Information

**This property is benefitting from the following exemptions with a checkmark ✓**

- Homestead Exemption (first exemption up to \$25,000) [Learn More](#) [View the Law](#)
- Additional Homestead Exemption (up to an additional \$25,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to county millage - up to \$50,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to city millage - up to \$25,000) [Learn More](#) [View the Law](#)
- Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) [Learn More](#) [View the Law](#)
- Widow / Widower Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Blind Exemption (up to \$500) [Learn More](#) [View the Law](#)
- Disability Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Disability Exemption (\$5,000) [Learn More](#) [View the Law](#)
- Veteran's Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Combat Related Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Deployed Servicemember Exemption (amount varies) [Learn More](#) [View the Law](#)
- First Responder Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Surviving Spouse of First Responder Exemption (amount varies) [Learn More](#) [View the Law](#)
- Conservation Exemption (amount varies) [Learn More](#) [View the Law](#)
- Tangible Personal Property Exemption (up to \$25,000) [Learn More](#) [View the Law](#)
- Religious, Charitable, Institutional, and Organizational Exemptions (amount varies) [Learn More](#) [View the Law](#)
- Economic Development Exemption [Learn More](#) [View the Law](#)
- Government Exemption (amount varies) [Learn More](#) [View the Law](#)

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

**Site Notice**

# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	ABBINGTON OAKS INC	<b>Alternate Key:</b>	3695267
<b>Mailing Address:</b>	3911 NW 26TH TER GAINESVILLE, FL 32605 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b> ⓘ	17-19-24-0004- 000-02300
		<b>Millage Group and City:</b>	00L2 Leesburg
		<b>2025 Total Certified Millage Rate:</b>	15.9477
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a> ⓘ
<b>Property Location:</b>	EDGEWOOD RD LEESBURG FL, 34748	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a> ⓘ
		<b>School Information:</b>	<a href="#">School Locator &amp; Bus Stop Map</a> ⓘ <a href="#">School Boundary Maps</a> ⓘ
<b>Property Description:</b>	BEG AT SE COR OF SEC RUN N 89-19-22 W 989.48 FT, N 0-48-11 E 1318.68 FT TO N LINE OF SE 1/4 OF SE 1/4, S 89-12-30 E 988.65 FT TO E LINE OF SEC, S 0-46-0 W 1316.71 FT TO POB ORB 3887 PG 1508		
<p><b>NOTE:</b> This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</p>			

## Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - NATIVE 1 (6500)	0	0	CATTLE	15.880	Acre	\$2,382.00	\$103,220.00
2	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	5.620	Acre	\$1,967.00	\$36,530.00
3	ACREAGE - NON AGRICULTURAL FUTURE DEVELOPMENT (9901)	0	0		8.420	Acre	\$85,884.00	\$85,884.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

## Miscellaneous Improvements

There is no improvement information to display.

## Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<a href="#">3887 / 1508</a>	03/22/2010	Warranty Deed	Unqualified	Vacant	\$100.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

## Values and Estimated Ad Valorem Taxes ⓘ

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office.

**The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.**

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$225,634	\$90,233	\$90,233	5.0254	\$453.46
SCHOOL BOARD STATE	\$225,634	\$90,233	\$90,233	3.0870	\$278.55
SCHOOL BOARD LOCAL	\$225,634	\$90,233	\$90,233	2.9980	\$270.52
LAKE COUNTY WATER DISTRICT	\$225,634	\$90,233	\$90,233	0.2940	\$26.53
NORTH LAKE HOSPITAL DIST	\$225,634	\$90,233	\$90,233	0.3859	\$34.82
ST JOHNS RIVER FL WATER MGMT DIST	\$225,634	\$90,233	\$90,233	0.1793	\$16.18
CITY OF LEESBURG	\$225,634	\$90,233	\$90,233	3.4752	\$313.58
LAKE COUNTY MSTU AMBULANCE	\$225,634	\$90,233	\$90,233	0.4629	\$41.77
LAKE COUNTY VOTED DEBT SERVICE	\$225,634	\$90,233	\$90,233	0.0400	\$3.61
				<b>Total:</b>	<b>Total:</b>
				15.9477	\$1,439.02

### Exemptions Information

**This property is benefitting from the following exemptions with a checkmark ✓**

- Homestead Exemption (first exemption up to \$25,000) [Learn More](#) [View the Law](#)
- Additional Homestead Exemption (up to an additional \$25,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to county millage - up to \$50,000) [Learn More](#) [View the Law](#)
- Limited Income Senior Exemption (applied to city millage - up to \$25,000) [Learn More](#) [View the Law](#)
- Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) [Learn More](#) [View the Law](#)
- Widow / Widower Exemption (up to \$5,000) [Learn More](#) [View the Law](#)
- Blind Exemption (up to \$500) [Learn More](#) [View the Law](#)
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- Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Disability Exemption (\$5,000) [Learn More](#) [View the Law](#)
- Veteran's Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Veteran's Combat Related Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Deployed Servicemember Exemption (amount varies) [Learn More](#) [View the Law](#)
- First Responder Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)
- Surviving Spouse of First Responder Exemption (amount varies) [Learn More](#) [View the Law](#)
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**Site Notice**

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.B.1.

**Meeting Date:** April 27, 2026

**From:** Dan Miller, (Planning and Zoning Director), Kandi Harper, (Deputy Director Planning & Zoning)

**Subject:** An Ordinance of the City of Leesburg, Florida, amending the boundaries of the Grace Groves Community Development District, established pursuant to Ordinances 24-33 and 25-67; providing a severability clause; addressing conflicts; and providing an effective date. (Grace Groves CDD Amendment Contraction)

---

### **Staff Recommendation:**

Staff is recommending approval of the request.

### **Analysis:**

The Grace Groves Community Development District (CDD) is requesting to reduce the overall acreage of the current CDD boundary as a result of an FDOT purchase of a portion of the development site. The general location of this property is north of the Florida Turnpike and east of U.S. Highway 27. This request would reduce the overall size of the CDD by 39 +/- acres, from 730.35 +/- acres to 693.66 +/- acres. This 39-acre parcel is separated from the larger Grace Groves development by Mule Head Lake. Florida Department of Transportation (FDOT) purchased a portion of said CDD for a stormwater pond to support roadway improvements. In light of that purchase, the applicant is requesting to reduce the area of the existing CDD as it will no longer be suitable for residential use, and it will not be part of the CDD's capital improvement plan.

A CDD's services may include, but are not limited to, the financing, building, construction and operation of water and wastewater systems, roads, bridges, transit, shelters, environmental, conservation and mitigation areas, parks, plus school and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local government's comprehensive plan.

### **Procurement Analysis:**

N/A

### **Options:**

1. Approve the proposed CDD boundary revision; or

2. Other such action as the Commission may deem appropriate.

**Fiscal Impact:**

There is no fiscal impact on the City as a result of this request.

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

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE BOUNDARIES OF THE GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHED PURSUANT TO ORDINANCES 24-33 AND 25-67; PROVIDING A SEVERABILITY CLAUSE; ADDRESSING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (GRACE GROVES CDD AMENDMENT CONTRACTION)**

**WHEREAS**, effective July 22, 2024, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida (“City”), previously adopted Ordinance No. 24-33 establishing the Grace Key Groves Community Development District ("District"); and

**WHEREAS**, effective November 10, 2025, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City previously adopted Ordinance No. 25-67 amending the boundaries of the District and changing the District’s name to “Grace Groves Community Development District;” and

**WHEREAS**, the District has petitioned the City to adopt an ordinance amending the boundaries of District pursuant to Chapter 190, Florida Statutes (“Boundary Amendment”); and

**WHEREAS**, the City, in determining whether to amend the District’s boundaries, has considered and finds that all statements contained in the Petition to Amend the Boundaries of the Grace Groves Community Development District (“Petition”) are true and correct; and

**WHEREAS**, as set forth in the Petition, the landowners of the Contraction Parcels have provided their consent to the Boundary Amendment; and

**WHEREAS**, a public hearing has been conducted by the City on May 11, 2026, in accordance with the requirements and procedures of Section 190.046, Florida Statutes, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

**WHEREAS**, the City has considered and finds that the amendment of the District’s boundaries is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

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

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

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

**WHEREAS**, the City has considered and finds that the area that will be served by the District, as amended, is amenable to separate special-district government; and

**WHEREAS**, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the boundaries of the District.

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

**SECTION 1: AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2025).

**SECTION 2: EXTERNAL BOUNDARIES OF THE DISTRICT, AS AMENDED.** The external boundaries of the District, as amended, are described in Exhibit A attached hereto, the overall parcel containing 693.66 acres of land.

**SECTION 3: SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable, and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

**SECTION 4: CONFLICTING ORDINANCES.** Except to the extent expressly stated herein, Ordinance Nos. 24-33 and 25-67 remain in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall take effect upon its passage and adoption pursuant to general law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_ day of \_\_\_\_\_ 2026.

**THE CITY OF LEESBURG, FLORIDA**

\_\_\_\_\_  
Mayor

ATTEST:

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

**ORDINANCE NO. 26-\_\_**

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,  
AMENDING THE BOUNDARIES OF THE GRACE GROVES  
COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED  
PURSUANT TO ORDINANCE NOS. 24-33 AND 25-67;  
PROVIDING A SEVERABILITY CLAUSE; ADDRESSING  
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, effective July 22, 2024, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City of Leesburg, Florida (“City”), previously adopted Ordinance No. 24-33 establishing the Grace Key Groves Community Development District (“District”); and

**WHEREAS**, effective November 10, 2025, and pursuant to Chapter 190, Florida Statutes, the City Commission for the City previously adopted Ordinance No. 25-67 amending the boundaries of the District and changing the District’s name to “Grace Groves Community Development District;” and

**WHEREAS**, the District has petitioned the City to adopt an ordinance amending the boundaries of District pursuant to Chapter 190, Florida Statutes (“Boundary Amendment”); and

**WHEREAS**, the City, in determining whether to amend the District’s boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of the Grace Groves Community Development District* (“Petition”) are true and correct; and

**WHEREAS**, as set forth in the Petition, the landowners of the Contraction Parcels have provided their consent to the Boundary Amendment; and

**WHEREAS**, a public hearing has been conducted by the City on May 11, 2026, in accordance with the requirements and procedures of Section 190.046, Florida Statutes, and all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at said duly noticed public hearing; and

**WHEREAS**, the City has considered and finds that the amendment of the District’s boundaries is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

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

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

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

**WHEREAS**, the City has considered and finds that the area that will be served by the District, as amended, is amenable to separate special-district government; and

**WHEREAS**, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the boundaries of the District.

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

**SECTION 1: AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (2025).

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**SECTION 3: SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

**SECTION 4: CONFLICTING ORDINANCES.** Except to the extent expressly stated herein, Ordinance Nos. 24-33 and 25-67 remain in full force and effect. All other ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall take effect upon its passage and adoption pursuant to general law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_ day of \_\_\_\_\_, 2026.

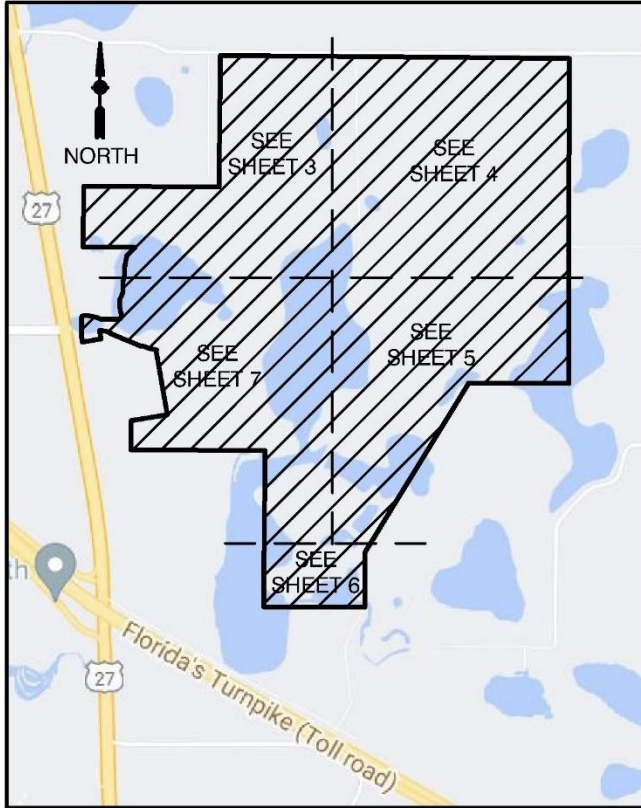
**THE CITY OF LEESBURG, FLORIDA**

BY: \_\_\_\_\_  
Allyson M. Barry, Mayor

Attest: \_\_\_\_\_  
J. Andi Purvis, MMC  
City Clerk

**EXHIBIT A**

**SKETCH OF DESCRIPTION**  
(NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

**LEGEND:**

SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES **NOT** REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

**CERTIFIED TO:**

GRACE GROVES CDD



DATE: 1/15/2026

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF  
HALFF ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

<b>SHEET 1 OF 7</b>		<b>SKETCH OF DESCRIPTION</b>																									
<table border="1"> <tr><td>CLIENT</td><td>GRACE GROVES CDD</td></tr> <tr><td>JOB NO.</td><td>46522.003</td></tr> <tr><td>ACAD FILE</td><td>46522.003 GRACE GROVES SKETCH FOR CDD</td></tr> <tr><td>DATE</td><td>01/13/2026</td></tr> <tr><td>DRAWN BY:</td><td>SMB</td></tr> <tr><td>CHECKED BY:</td><td>SMB</td></tr> <tr><td>REVISIONS</td><td>FLD. BOOK: N/A</td></tr> <tr><td>REVISED VICINITY MAP</td><td>DATE: 01/15/2026</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>		CLIENT	GRACE GROVES CDD	JOB NO.	46522.003	ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD	DATE	01/13/2026	DRAWN BY:	SMB	CHECKED BY:	SMB	REVISIONS	FLD. BOOK: N/A	REVISED VICINITY MAP	DATE: 01/15/2026									SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.  <b>GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT</b>	
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REVISIONS	FLD. BOOK: N/A																										
REVISED VICINITY MAP	DATE: 01/15/2026																										
SUZANNE M. OSBORNE PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF ASSOCIATES, INC. LICENSED BUSINESS NO. 8348		<p>392 North Sinclair Avenue Tavares, Florida 32778 Office: 352.343.0481 Fax: 352.343.0455 Licensed Business Number: 8348</p>																									


# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

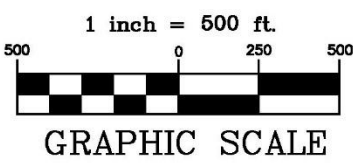
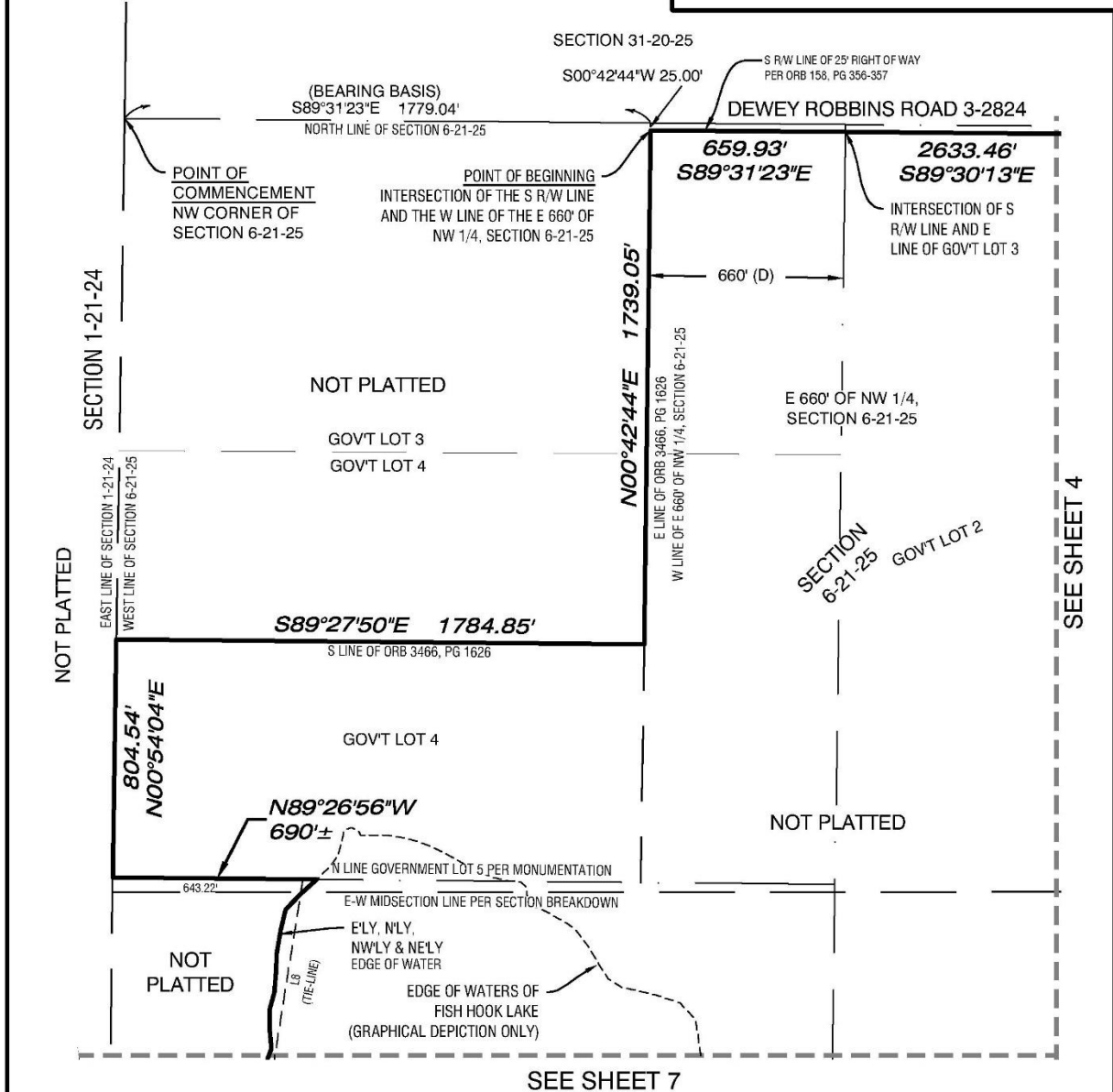
DESCRIPTION (WRITTEN BY THIS FIRM)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 2536.17 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG SAID WEST LINE A DISTANCE OF 728.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 693.66 ACRES, MORE OR LESS.

<b>SHEET 2 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.
CLIENT GRACE GROVES CDD		<b>GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT</b>
JOB NO. 46522.003		
ACAD FILE 46522.003 GRACE GROVES SKETCH FOR CDD		
DATE 01/13/2026	CHECKED BY: SMO	
DRAWN BY: SMI	FLD. BOOK: N/A	
REVISIONS	DATE	 <small>902 North Sinclair Avenue Tallahassee, Florida 32376 Office: 352-343-0851 Fax: 352-343-0455 Licensed Business Number: 8348</small>

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



**SHEET 3 OF 7**

CLIENT	GRACE GROVES CDD		
JOB NO.	46522.003		
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD		
DATE	01/13/2026	CHECKED BY:	SMD
DRAWN BY:	SMB	FLD. BOOK:	N/A
REVISIONS		DATE	

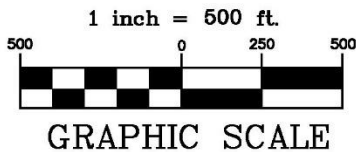
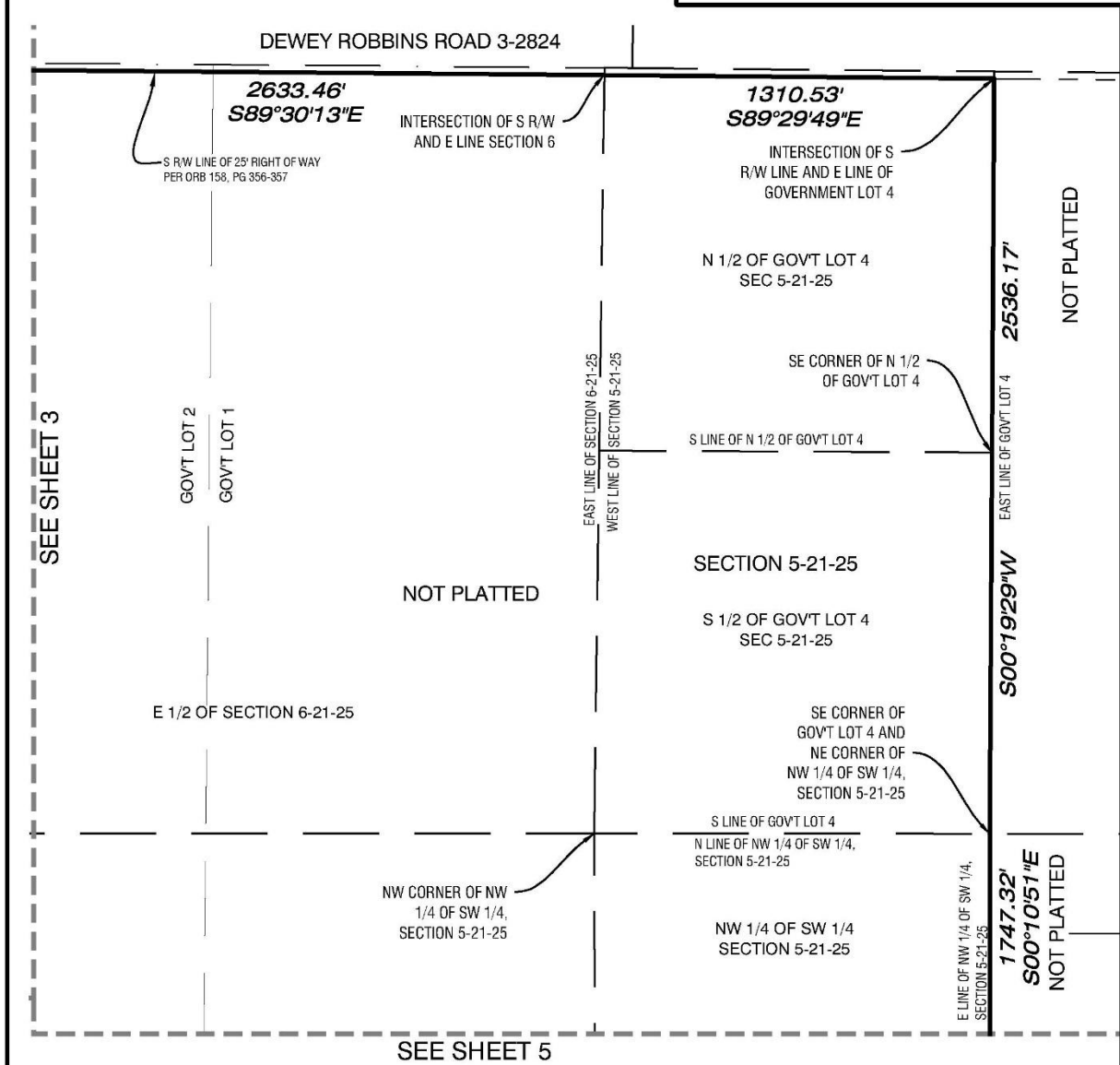
**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

392 West 8th Street, Suite 100  
Tallahassee, Florida 32310  
Office: 352.343.8461  
Fax: 352.343.8465  
Licensed Business Number: 83461

# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



SHEET 4 OF 7	
CLIENT	GRACE GROVES CDD
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	DATE

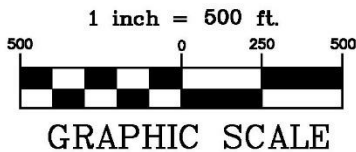
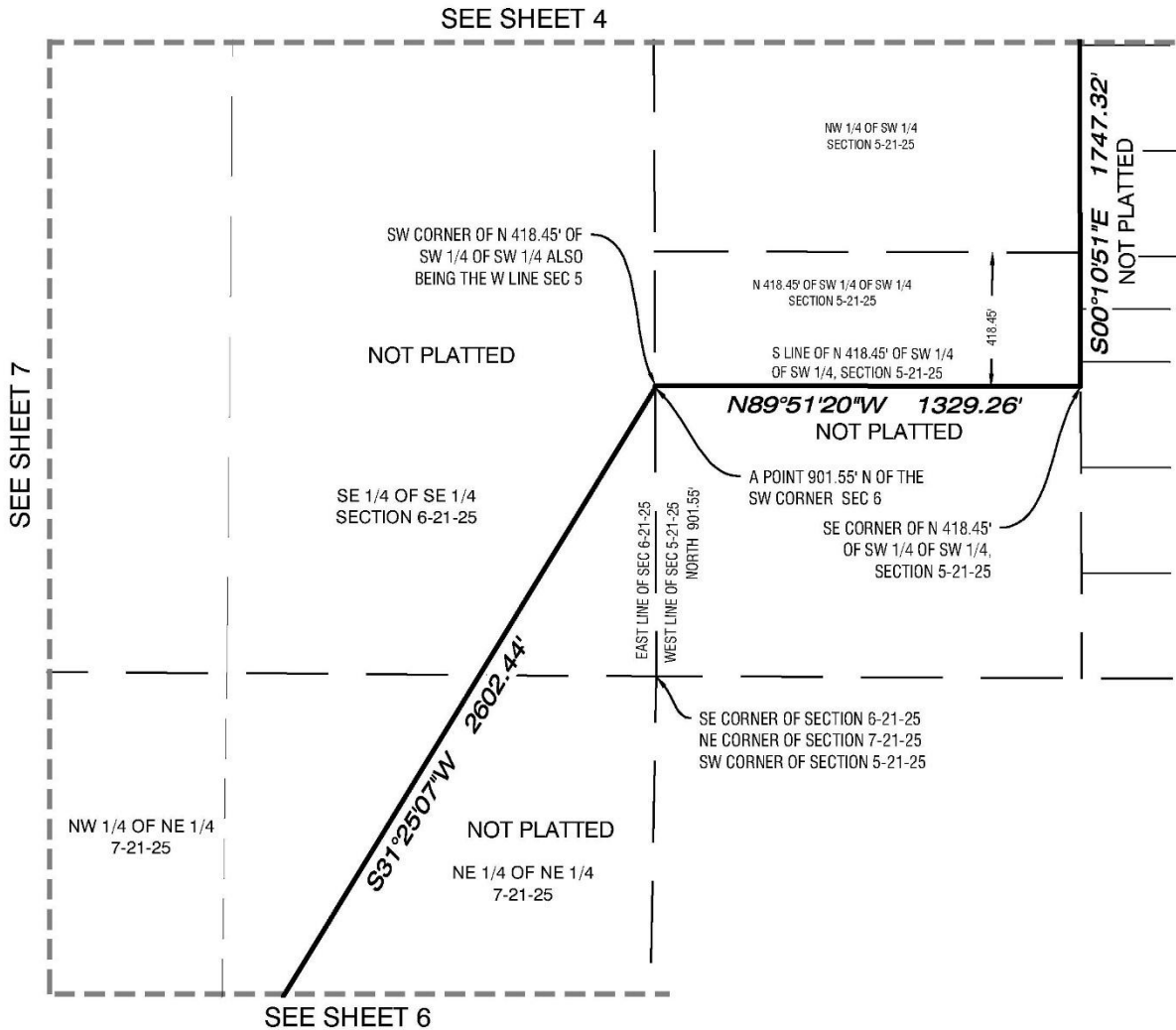
**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

952 North Sinclair Avenue  
Tallahassee, Florida 32310  
Office: 352.343.8861  
Fax: 352.343.8865  
Licensed Business Number: 8348

# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



SHEET 5 OF 7	
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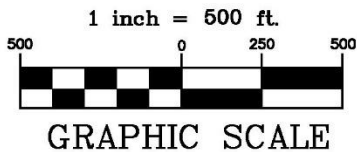
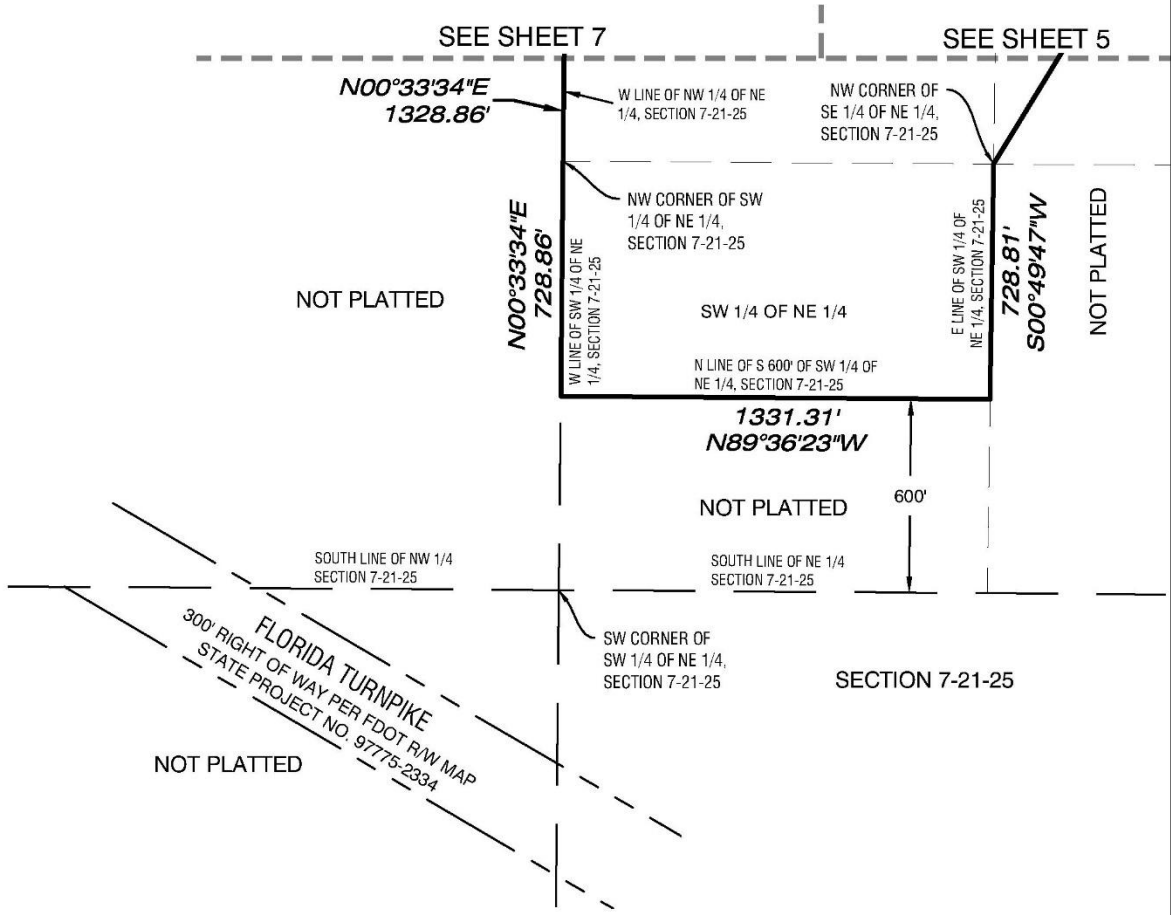
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SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

992 North Sinclair Avenue  
Tavares, Florida 32780  
Office: 352.343.8861  
Fax: 352.343.8869  
Licensed Business Number: 83461

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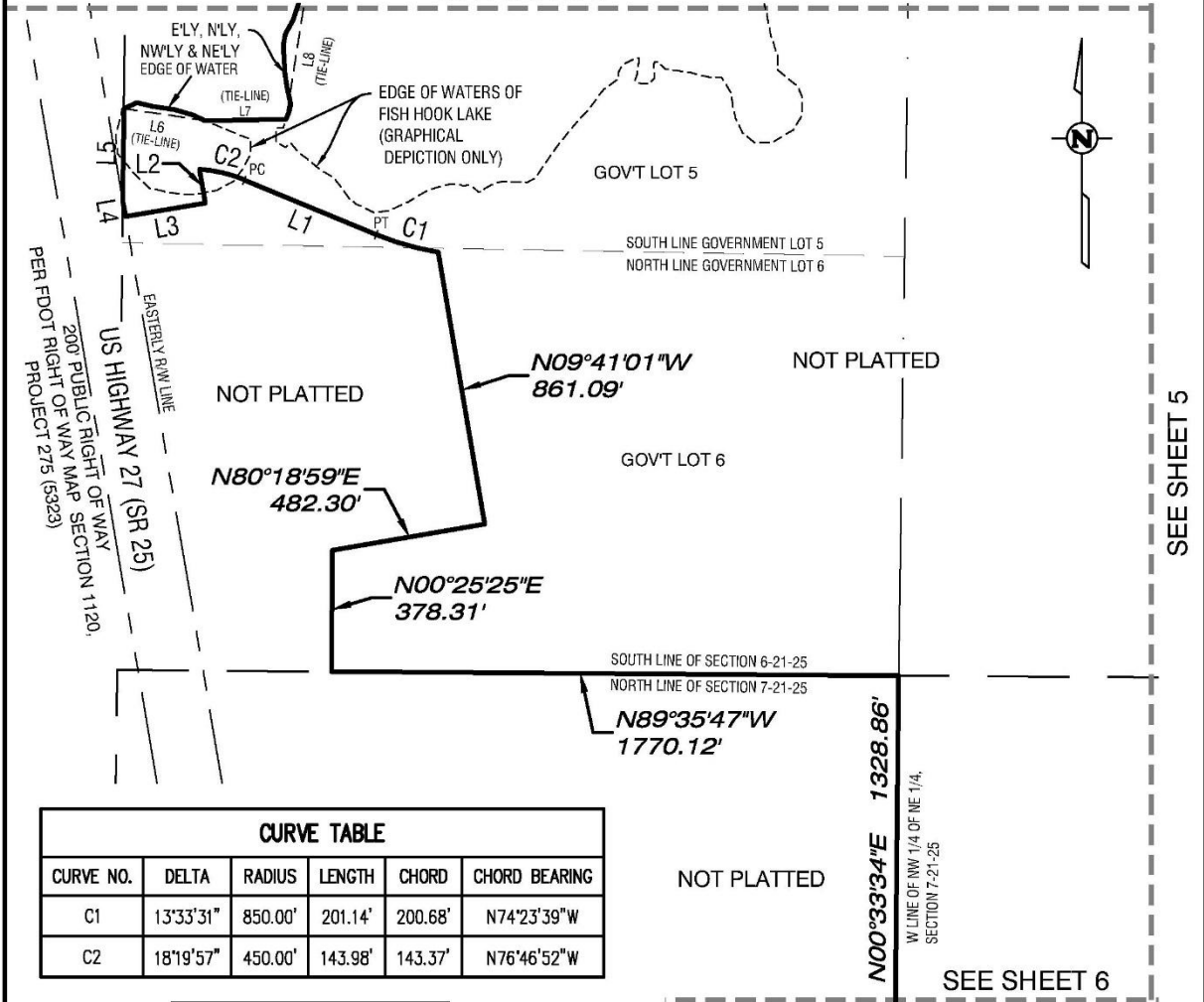
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<b>SHEET 6 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.																			
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<b>GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT</b>		<p>952 West 8th Street, Avenue Tampa, Florida 32816 Office: 352.343.8861 Fax: 352.343.8865 Licensed Business Number: 83461</p>																			
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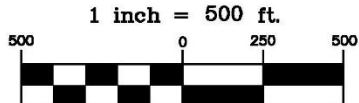
# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3




CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

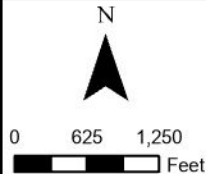
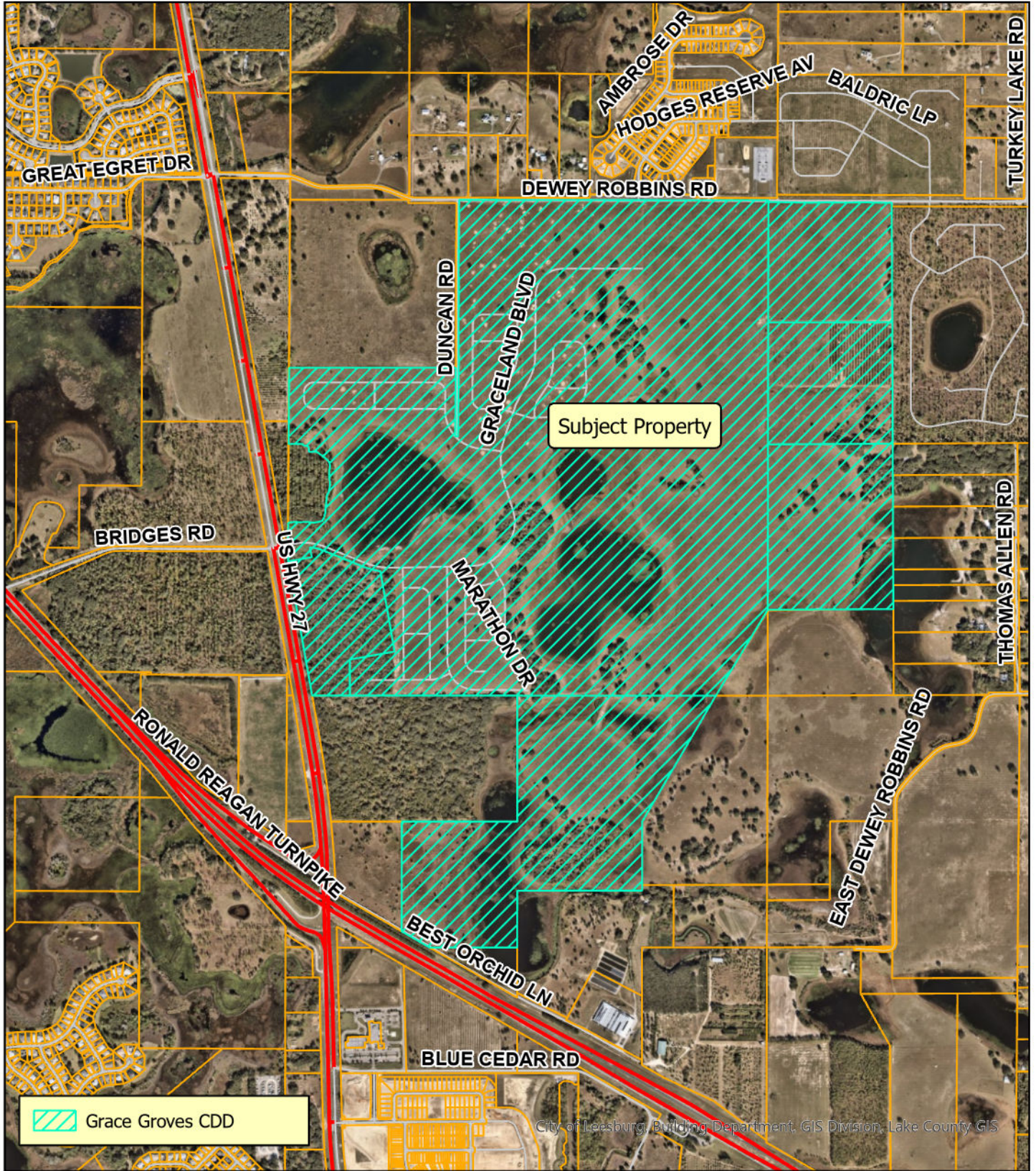
LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'



GRAPHIC SCALE

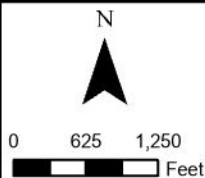
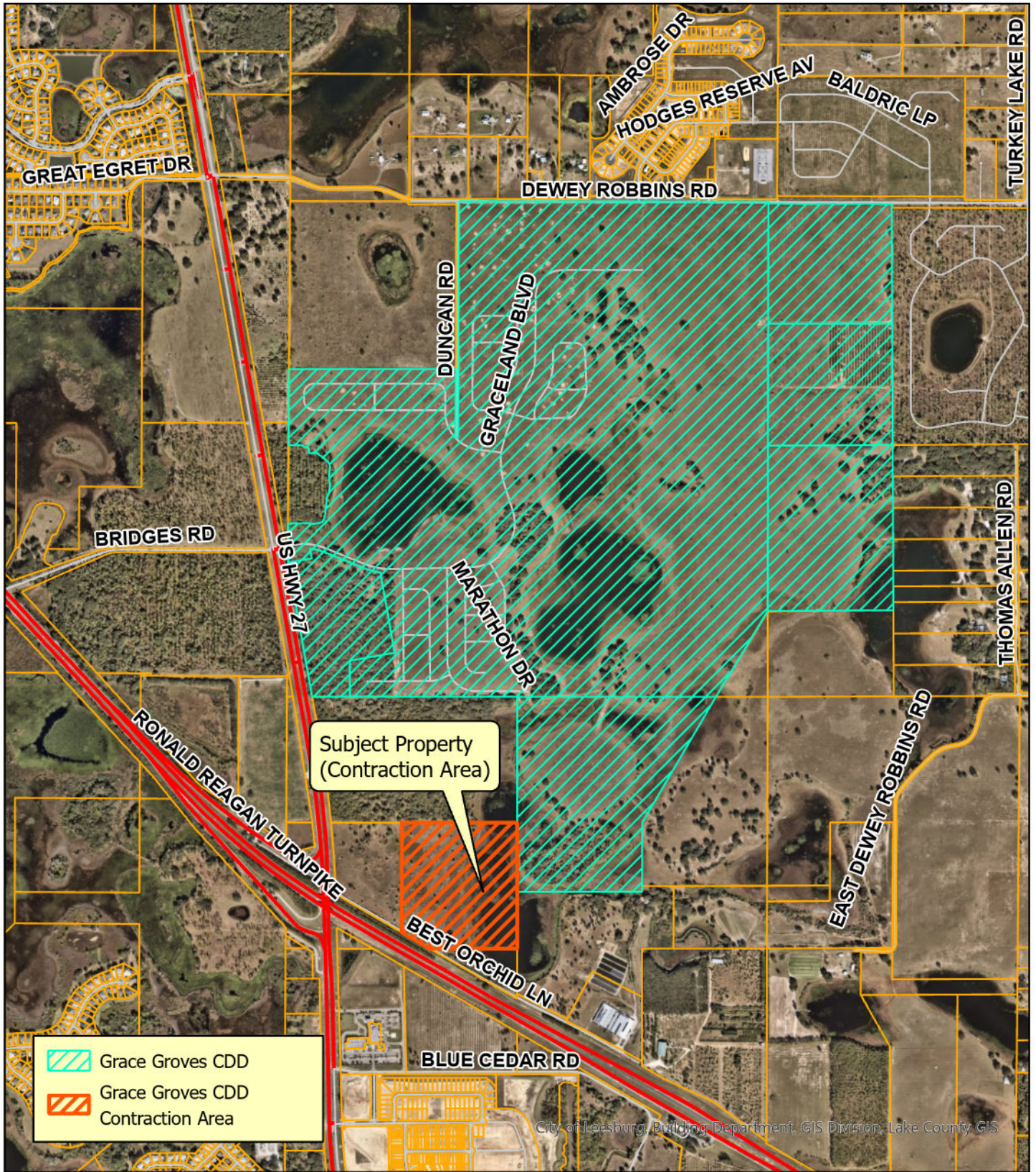
<b>SHEET 7 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.																									
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<b>GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT</b>		 <small>952 North Sinclair Avenue Tampa, Florida 32716 Office: 352.343.8861 Fax: 352.343.8865 Licensed Business Number: 83481</small>																									

# Grace Groves (Bar Key) CDD



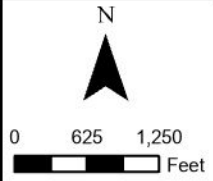
Grace Groves CDD Boundary Contraction  
April 20, 2026

# Grace Groves (Bar Key) CDD Contraction



Grace Groves CDD Boundary Contraction  
April 20, 2026

# Grace Groves (Bar Key) CDD Proposed Area



Grace Groves CDD Boundary Contraction  
April 20, 2026

Grace Groves FDOT Purchase Area  
April 20, 2026



# **PETITION TO AMEND THE BOUNDARIES OF GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

Submitted by: Jere Earlywine, Esq.  
Florida Bar No. 155527  
[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Ph: (850) 528-6152

**BEFORE THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA**

**PETITION TO AMEND THE BOUNDARIES OF  
GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Grace Groves Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance Nos. 24-33 and 25-67, and located entirely within the boundaries of the City of Leesburg, Florida (“District”), hereby petitions the Board of City Commissioners of the City of Leesburg, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance Nos. 24-33 and 25-67 to remove approximately 36.69 acres from the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within Lake County, Florida (“County”). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 730.35 acres of land and is located south of Dewey Robbins, west of South Dewey Robbins Road, east of Bridges Road and north of Blue Cedar Road. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. Subsequent to the proposed amendment of the District, the District will encompass approximately 693.66 acres in total. **Exhibit 3** contains the metes and bounds description of the District boundary, as amended (“Amended District”).

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the

proposed amendment. Documentation of this consent is contained in **Exhibit 4**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2026-03 at **Exhibit 5**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are William Fife, Owen Budorick, Greg Beliveau, Pete Williams and Stephanie Vaughn.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 6**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. District Facilities and Services. There are no services and facilities currently provided by the District to the contracted areas.

7. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Agent Authorization. **Exhibit 8** is an authorization of agent authorizing Jere Earlywine to act as the District’s agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.  
[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)

KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Ph: (850) 528-6152

9. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the County. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the Board of City Commissioners of the City of Leesburg, Florida:

- a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and
- b. Grant the petition and amend Ordinance Nos. 24-33 and 25-67 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 24<sup>th</sup> day of February, 2026.

KUTAK ROCK LLP



---

Jere Earlywine, Esq

Florida Bar No. 155527

[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)

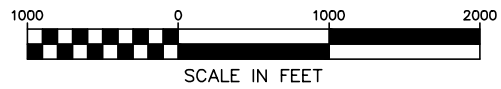
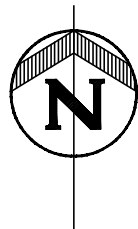
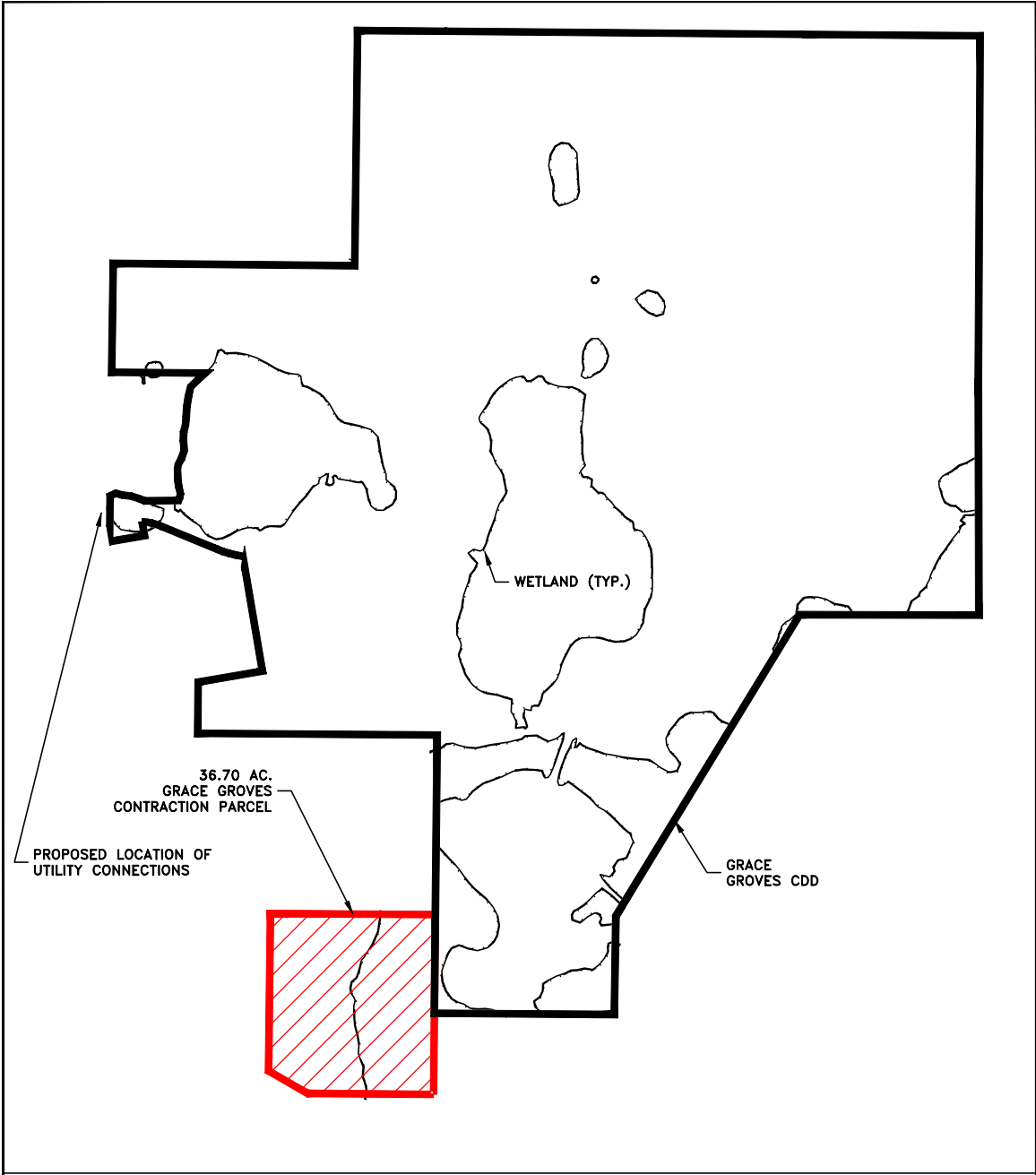
KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

Ph: (850) 528-6152

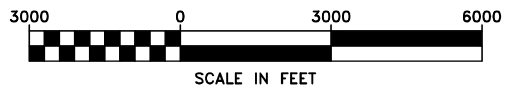
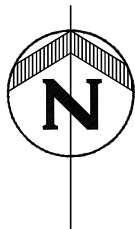
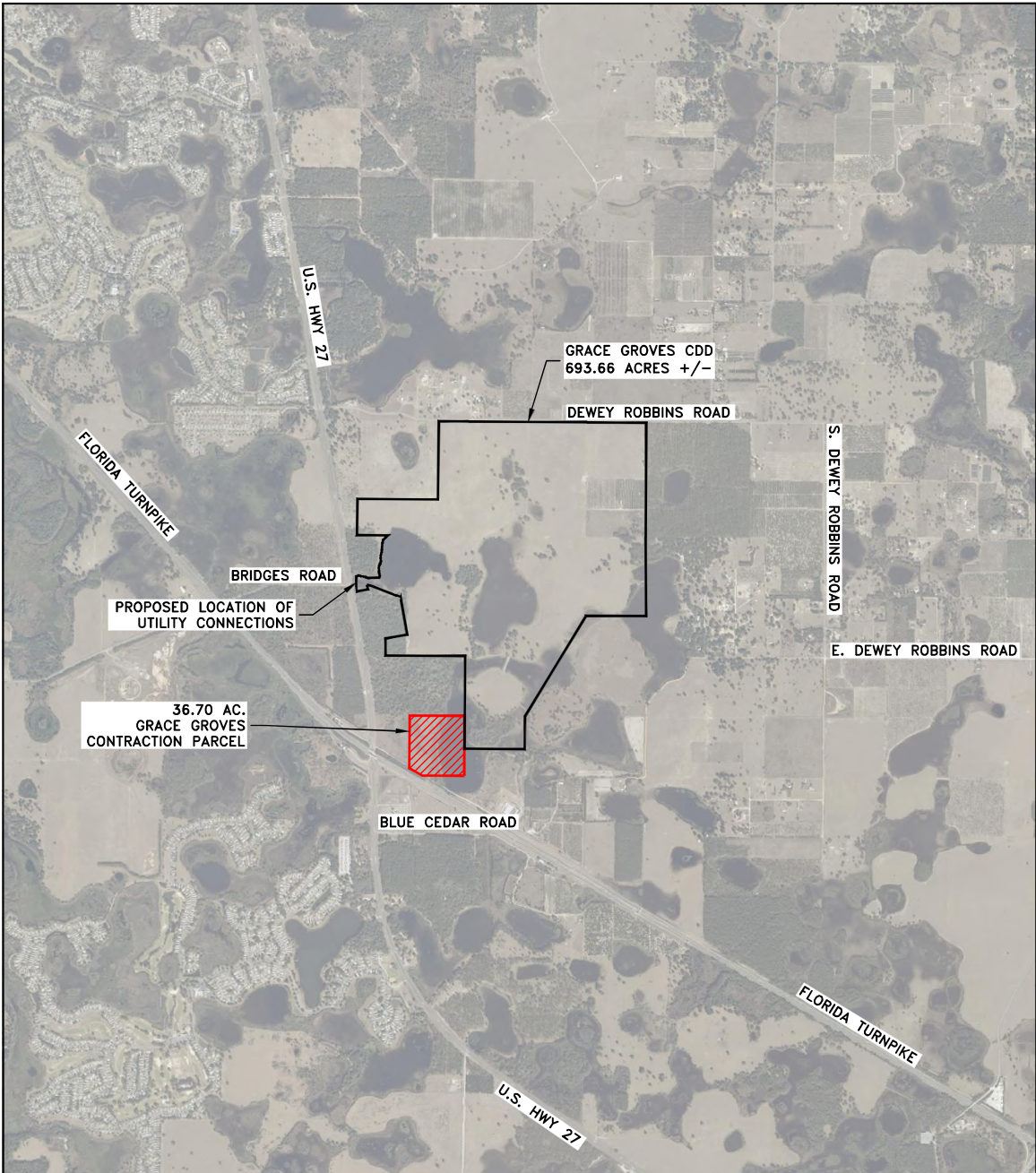
# EXHIBIT 1



**GRACE GROVES CDD  
EXISTING UTILITY MAP**



902 NORTH SINCLAIR AVE.  
TAVARES, FL 32778  
TEL. (352) 343-8481  
CERTIFICATE OF AUTHORIZATION  
NUMBER: 33380



**GRACE GROVES CDD  
LOCATION MAP**

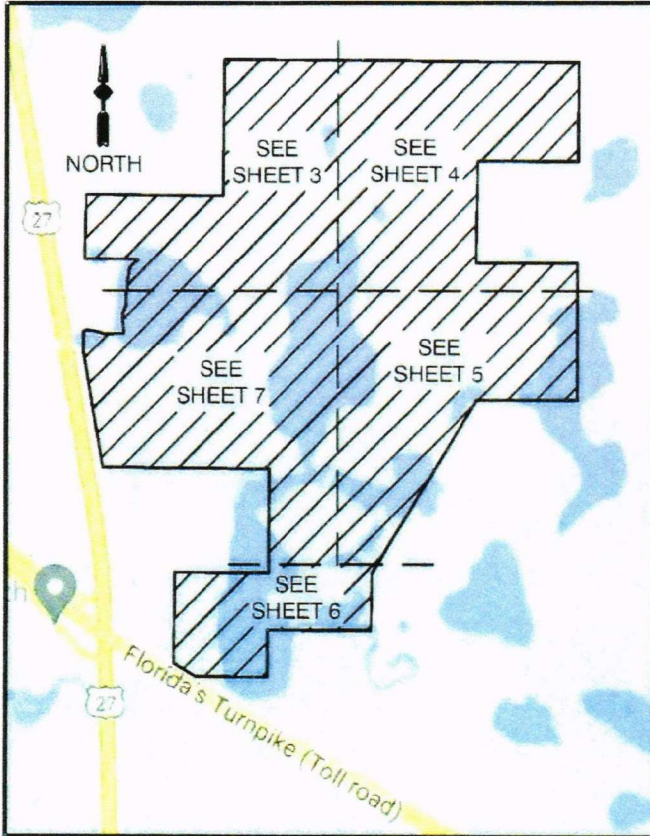


902 NORTH SINCLAIR AVE.  
TAVARES, FL 32778  
TEL. (352) 343-8481  
CERTIFICATE OF AUTHORIZATION  
NUMBER: 33380

# EXHIBIT 2

**EXTERNAL BOUNDARIES OF THE DISTRICT**

**SKETCH OF DESCRIPTION**  
(NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

**LEGEND:**

SR	STATE ROAD
GOVT	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
INC.	INCORPORATED
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY
6. HORIZONTAL DATUM SHOWN HEREON IS IN U. S. FEET.

**CERTIFIED TO:**

KOLTER HOMES



SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF HALFF  
ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

DATE: 06/24/2024

<b>SHEET 1 OF 7</b>	
CLIENT	KOLTER GROUP
JOB NO.	MS22-004 PHASE 100
ACAD FILE	MS22-004 BAR KEY SKETCH FOR CDD
DATE	06/24/2024 CHECKED BY: SMO
DRAWN BY	SMB TRS FLD BOOK: N/A
REVISIONS	DATE

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA  
**COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES**




# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

DESCRIPTION (WRITTEN BY THIS FIRM):

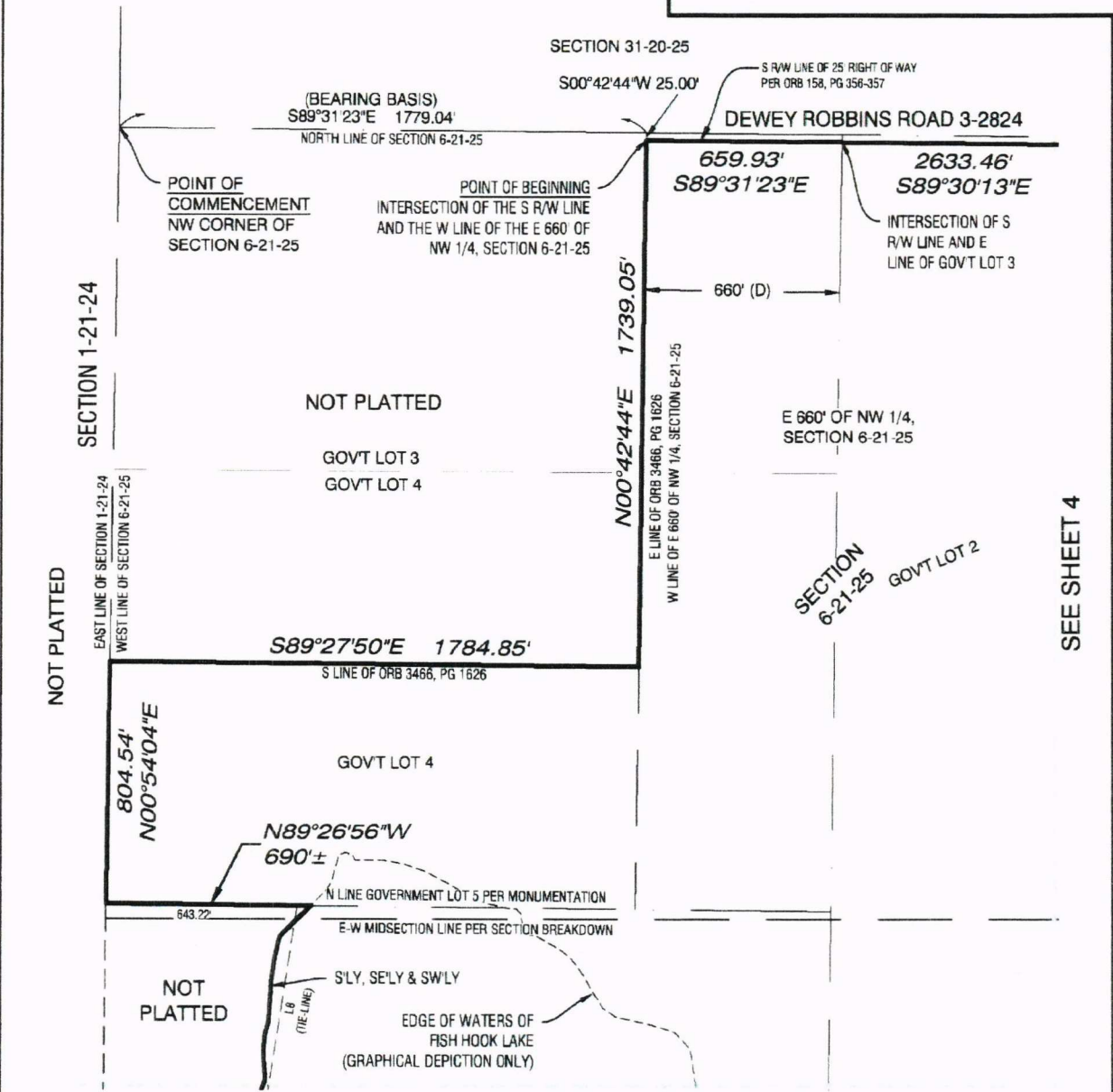
COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST CORNER OF SAID NORTH 1/4 OF SECTION 5, THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°25'25" EAST A DISTANCE OF 379.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET. THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, THENCE RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 691.30 ACRES, MORE OR LESS.

<b>SHEET 2 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>CLIENT</td><td>KOLTER GROUP</td></tr> <tr><td>JOB NO.</td><td>48222-004 PHASE 100</td></tr> <tr><td>ACAD FILE</td><td>48222-004 BAR KEY SKETCH FOR CDD</td></tr> <tr><td>DATE</td><td>05/24/2024 CHECKED BY: SMC</td></tr> <tr><td>DRAWN BY:</td><td>SMB/YRS P.L.D. BOOK: N/A</td></tr> <tr><td>REVISIONS</td><td>DATE</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>		CLIENT	KOLTER GROUP	JOB NO.	48222-004 PHASE 100	ACAD FILE	48222-004 BAR KEY SKETCH FOR CDD	DATE	05/24/2024 CHECKED BY: SMC	DRAWN BY:	SMB/YRS P.L.D. BOOK: N/A	REVISIONS	DATE											<b>COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES</b>
CLIENT	KOLTER GROUP																							
JOB NO.	48222-004 PHASE 100																							
ACAD FILE	48222-004 BAR KEY SKETCH FOR CDD																							
DATE	05/24/2024 CHECKED BY: SMC																							
DRAWN BY:	SMB/YRS P.L.D. BOOK: N/A																							
REVISIONS	DATE																							
		 <p style="font-size: small;">502 North Broadway Avenue Tampa, Florida 32779 Office: 813.343.0861 Fax: 813.343.0865 Licensed Business Number: 6308</p>																						

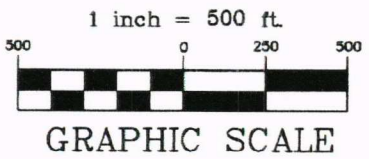
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# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



SEE SHEET 4

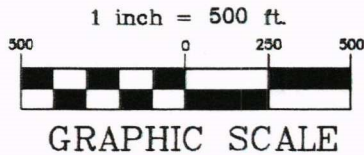
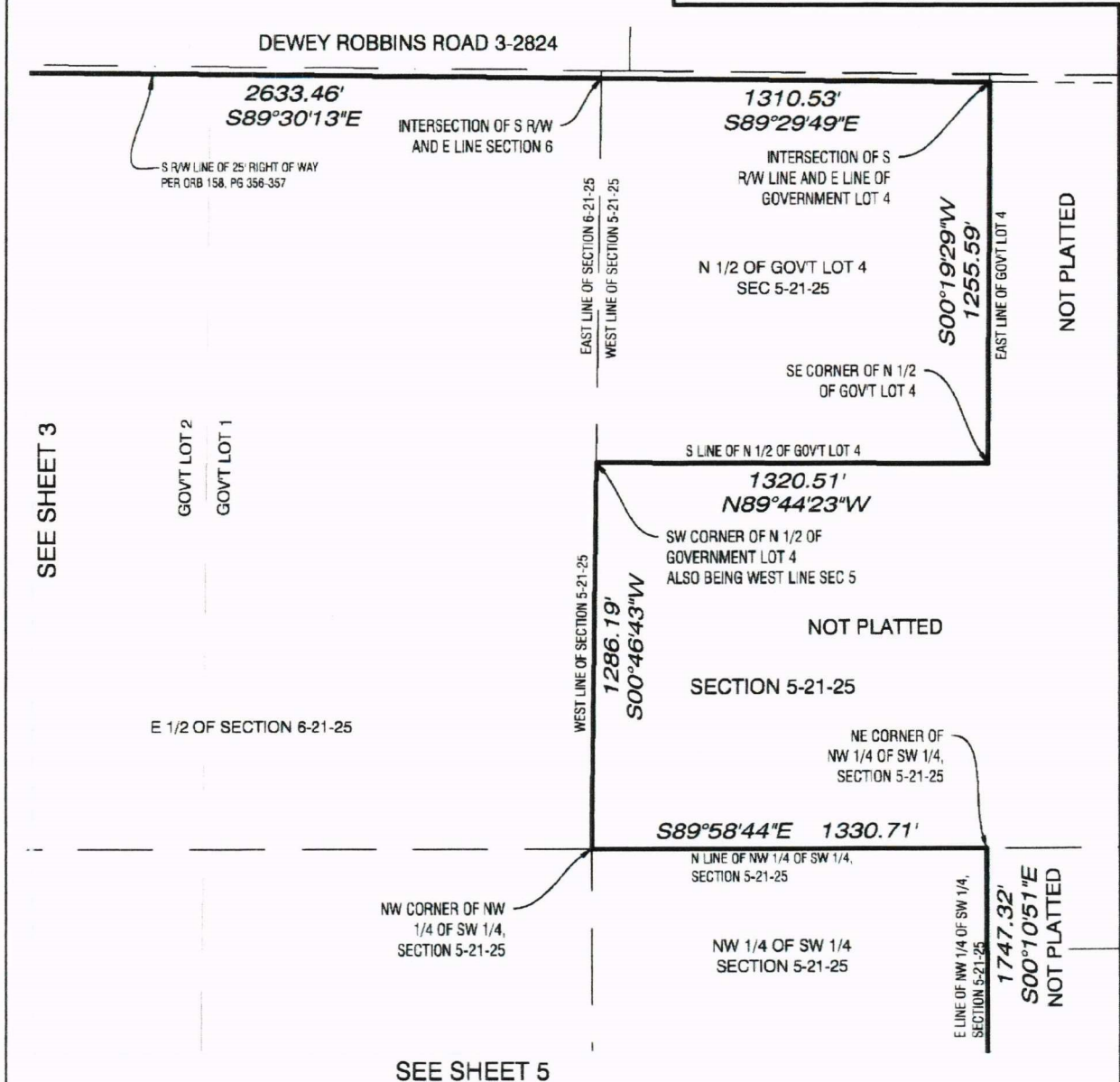
SEE SHEET 7



<b>SHEET 3 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
CLIENT: KOLTER GROUP		<b>COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES</b>	
JOB NO: 48329-004 PHASE 1-00			
ACAD FILE: 48329-004 BAR KEY SKETCH FOR CDD			
DATE: 3/24/2024 CHECKED BY: SMO			
DRAWN BY: SMR/TRB P.L.D. BOOK: N/A		 300 North Woodley Avenue Tallahassee, Florida 32310 Office: 904.343.0481 Fax: 904.343.0485 Licensed Business Number: 8248	
REVISIONS:	DATE:		

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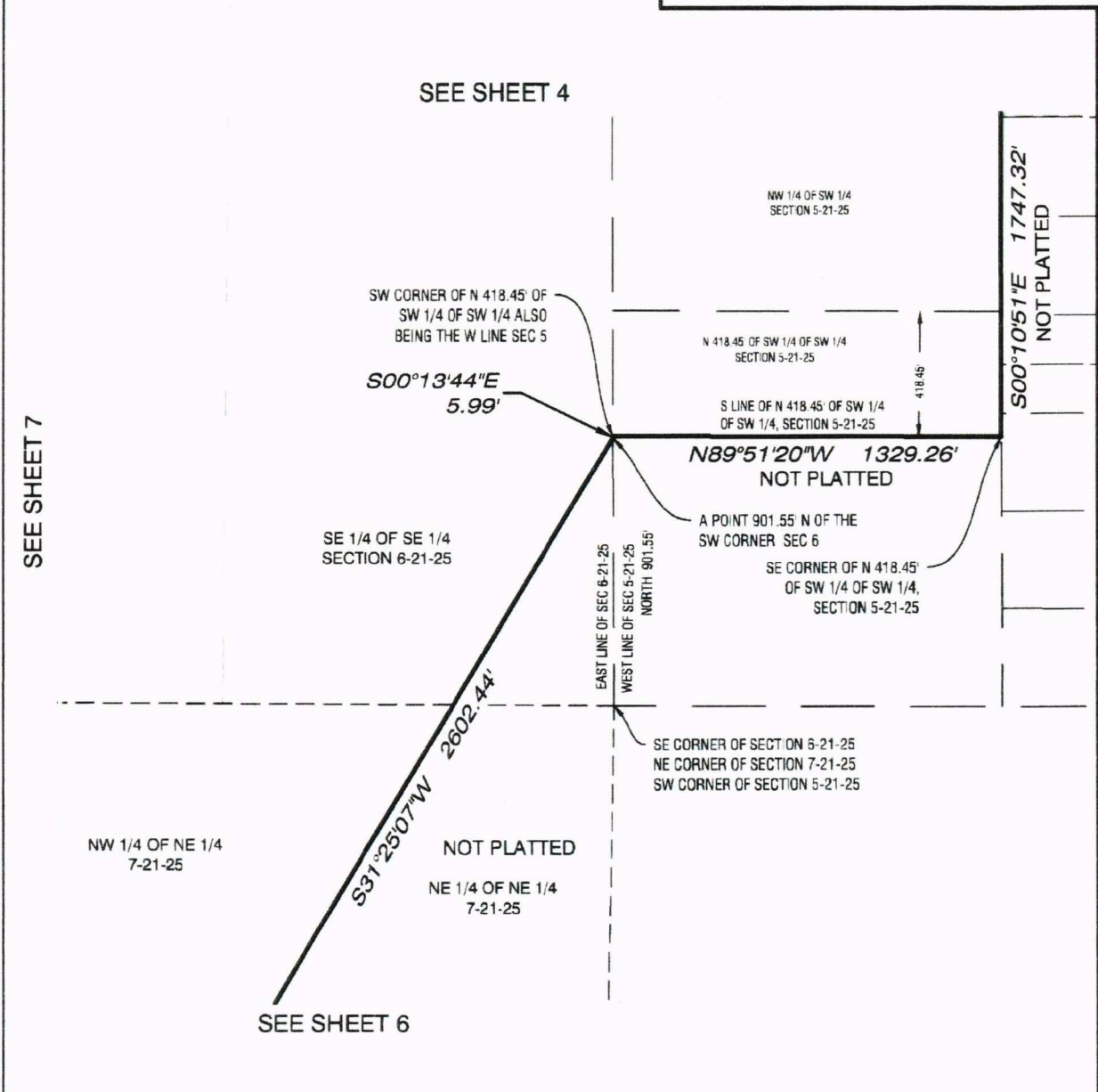
# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



<b>SHEET 4 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
CLIENT	KOLTER GROUP	<b>COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES</b>	
JOB NO.	48325.004 PHASE 1.00		
ACAD FILE	48325.004 BAR KEY SKETCH FOR CDD		
DATE	09/24/2024 CHECKED BY: SMC		
DRAWN BY:	SMENTRE PLD BOOK N/A	 500 North Brickell Avenue Tampa, Florida 33678 Office: 813.243.0881 Fax: 813.243.0885 Licensed Business Number: 2398	
REVISIONS	DATE		

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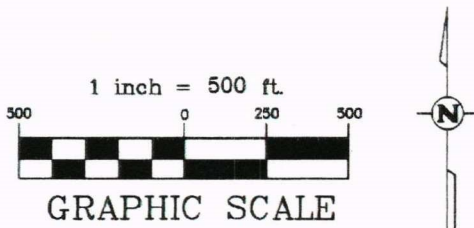
# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)




SEE SHEET 7

SEE SHEET 4

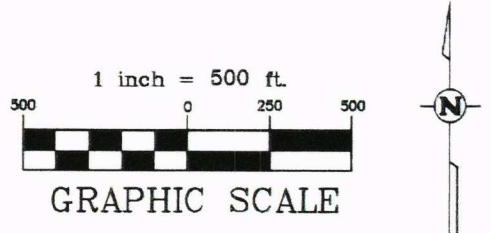
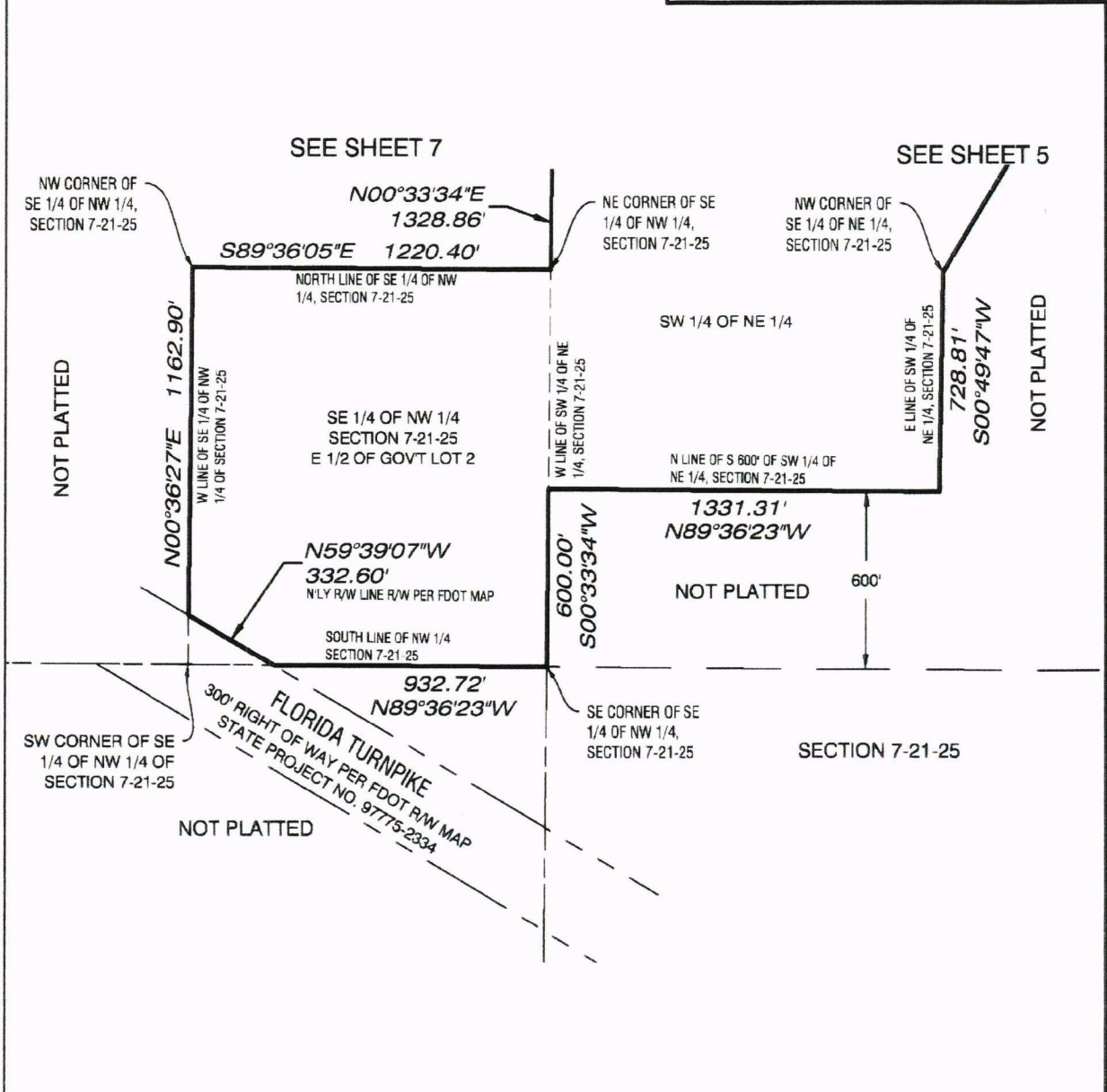
SEE SHEET 6



<b>SHEET 5 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
CLIENT: KOLTER GROUP JOB NO: 48229.004 PHASE 1.00 ACAD FILE: 48229.004 BAR KEY SKETCH FOR CDD DATE: 3/24/2024 CHECKED BY: SMD DRAWN BY: SMD/TRS FLD BOOK: N/A		<b>COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES</b>	
REVISIONS _____ _____ _____ _____		DATE _____ _____ _____ _____	
		 <small>188 North Broadway Avenue Tavares, Florida 32778 OFFICE: 352.343.8461 FAX: 352.343.8465 Licensed Business Number: 6248</small>	

[CONTINUED ON FOLLOWING PAGE]

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

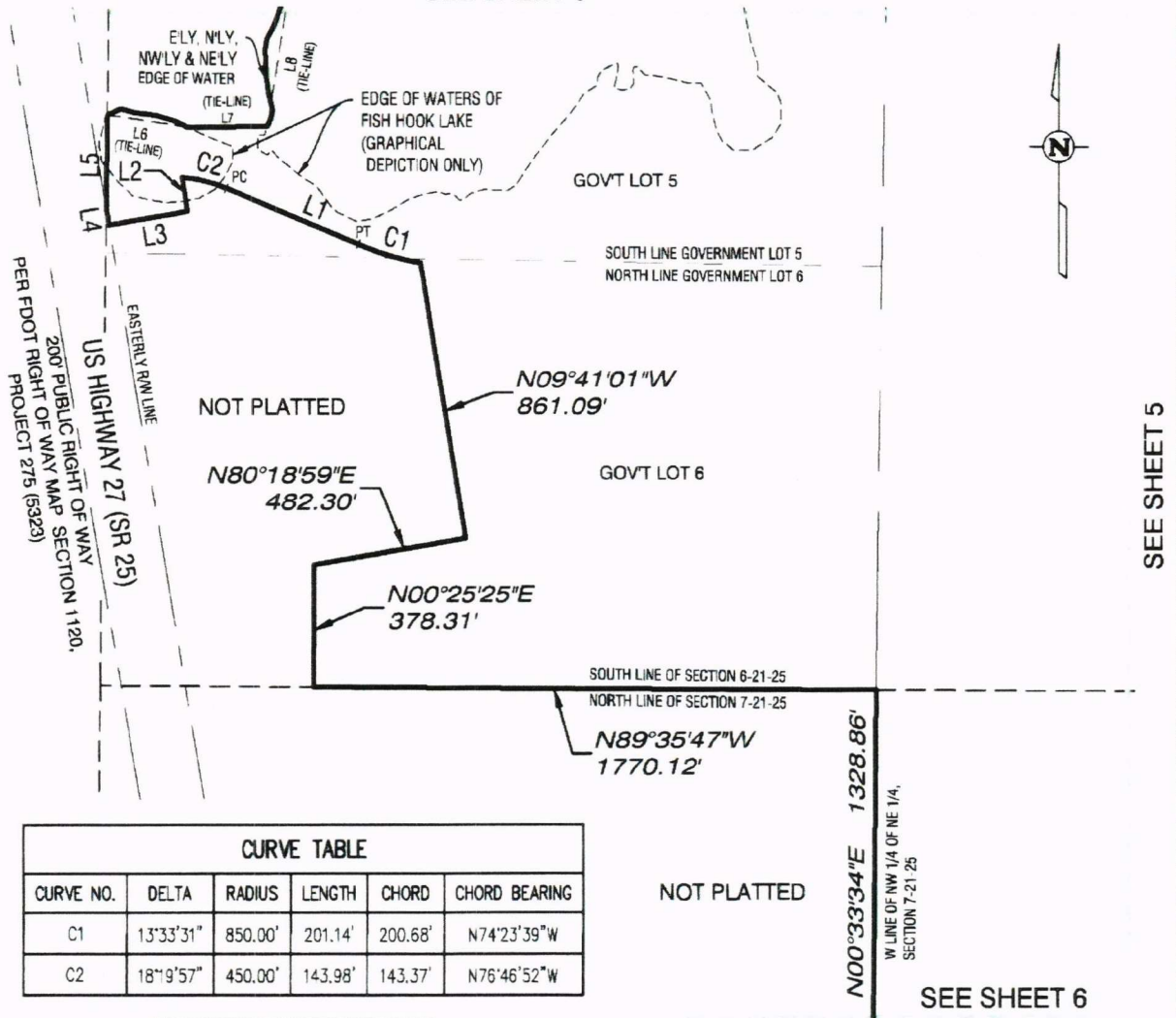


<b>SHEET 6 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
CLIENT: KOLTER GROUP		<b>COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES</b>	
JOB NO: 48322.004 PHASE 100			
ACAD FILE: 48322.004 BAR KEY SKETCH FOR CDD			
DATE: 3/24/2024 CHECKED BY: SMC			
DRAWN BY: SMC/TRS PLO BOOK: N/A		 <small>500 North Broadway Avenue Tampa, Florida 33778 Office: 813.543.0481 Fax: 813.543.0485 Licensed Business Number: 6298</small>	
REVISIONS			
	DATE		

[CONTINUED ON FOLLOWING PAGE]

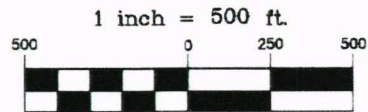
# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3




CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'



GRAPHIC SCALE

<b>SHEET 7 OF 7</b>		<b>SKETCH OF DESCRIPTION</b> SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA	
CLIENT	KOLTER GROUP	<b>COMMUNITY DEVELOPMENT DISTRICT FOR BAR-KEY GROVES</b>	
JOB NO.	48322.004 PHASE 100		
ACAD FILE	48322.004 BAR KEY SKETCH FOR CDD		
DATE	08/24/2024 CHECKED BY: SMD		
DRAWN BY:	SMD/TBS PLD BOOK: N/A	 302 North Shook Avenue Tavares, Florida 32770 Office: 352.343.0461 Fax: 352.343.0465 Licensed Business Number: 0368	
REVISIONS			

[CONTINUED ON FOLLOWING PAGE]

**TOGETHER WITH:**

EXPANSION PARCEL LEGAL DESCRIPTION:  
(TITLE COMMITMENT #110493856 SCHEDULE "A")

THE NORTH ½ OF THE SOUTH ½ OF GOVERNMENT LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, ALSO KNOWN AS THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTH ¼ OF GOVERNMENT OF LOT 4 IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO KNOWN AS THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

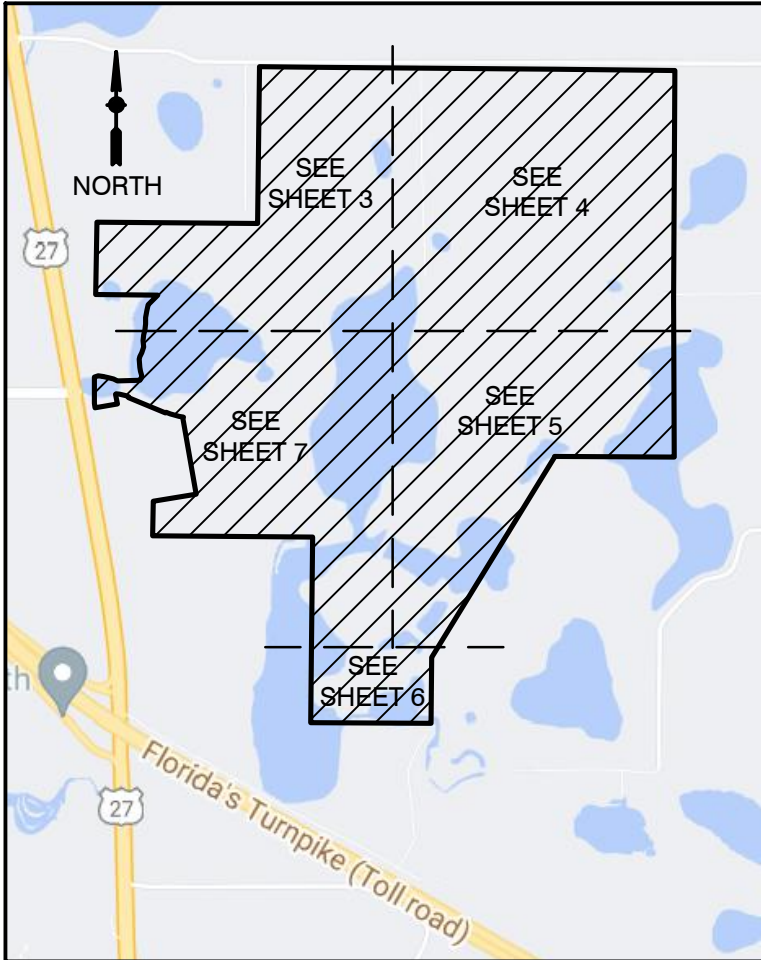
CONTAINING 39.05 ACRES, MORE OR LESS.

**FOR A TOTAL OF 730.35 ACRES, MORE OR LESS.**

# EXHIBIT 3

# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

## LEGEND:

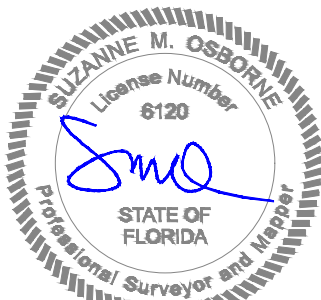
SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

## NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES **NOT** REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

## CERTIFIED TO:

GRACE GROVES CDD



DATE: 1/15/2026

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF  
HALFF ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

## SHEET 1 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMB
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE
REVISED VICINITY MAP	1/26/2026

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**




# SKETCH OF DESCRIPTION

## (NOT A FIELD SURVEY)

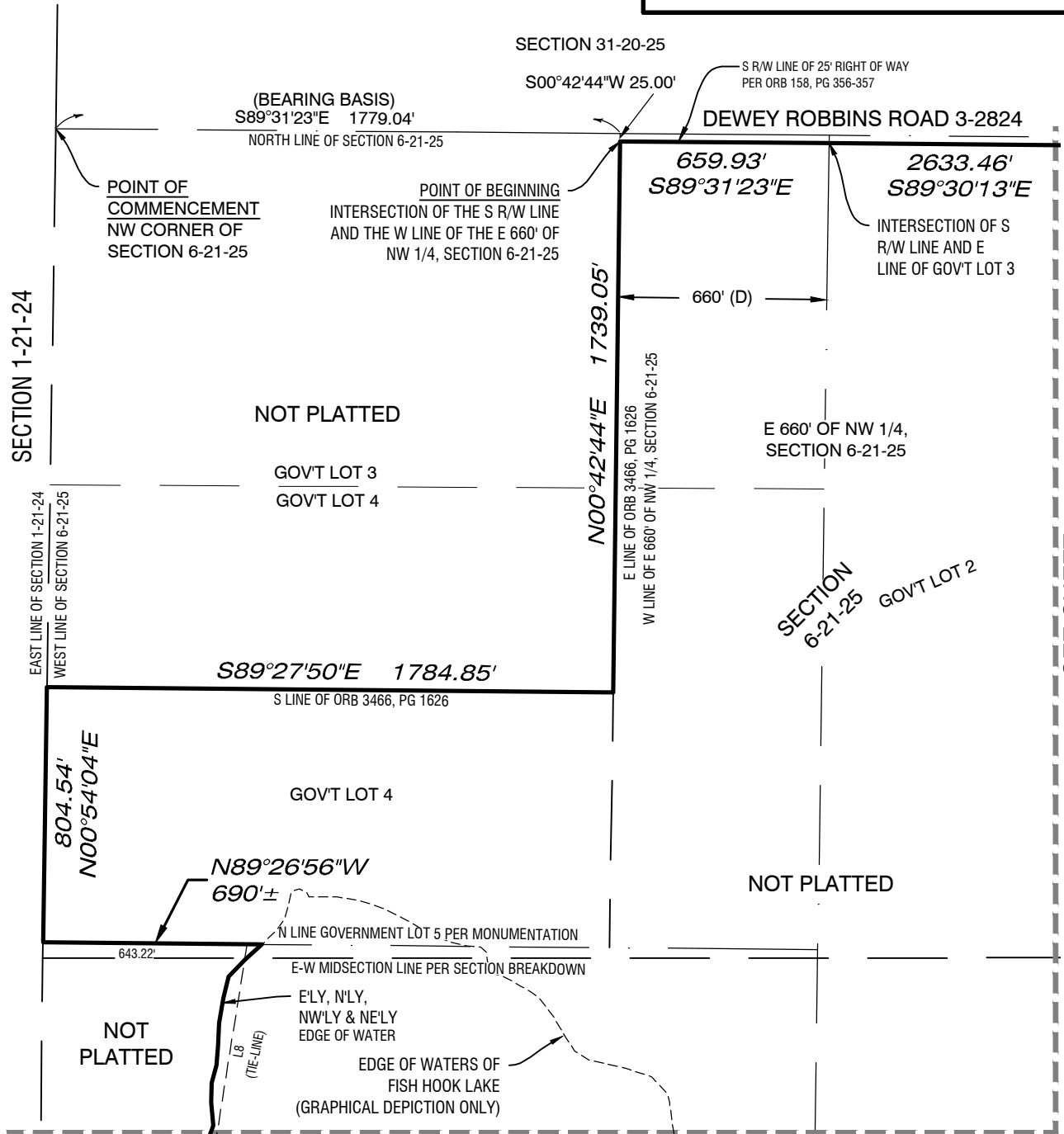
DESCRIPTION (WRITTEN BY THIS FIRM)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 2536.17 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG SAID WEST LINE A DISTANCE OF 728.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 693.66 ACRES, MORE OR LESS.

SHEET 2 OF 7		SKETCH OF DESCRIPTION
CLIENT GRACE GROVES CDD JOB NO. 46522.003 ACAD FILE 46522.003 GRACE GROVES SKETCH FOR CDD DATE 01/13/2026 CHECKED BY: SMO DRAWN BY: SMB FLD. BOOK: N/A		SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.  <b>GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT</b>
REVISIONS      	DATE      	 <small>902 North Sinclair Avenue Tavares, Florida 32778</small> <small>Office: 352.343.8481 Fax: 352.343.8495</small> <small>Licensed Business Number: 8348</small>

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



NOT PLATTED

SECTION 1-21-24

SECTION 31-20-25

S R/W LINE OF 25' RIGHT OF WAY  
PER ORB 158, PG 356-357

DEWEY ROBBINS ROAD 3-2824

POINT OF COMMENCEMENT  
NW CORNER OF  
SECTION 6-21-25

POINT OF BEGINNING  
INTERSECTION OF THE S R/W LINE  
AND THE W LINE OF THE E 660' OF  
NW 1/4, SECTION 6-21-25

INTERSECTION OF S  
R/W LINE AND E  
LINE OF GOV'T LOT 3

NOT PLATTED

E 660' OF NW 1/4,  
SECTION 6-21-25

GOV'T LOT 3  
GOV'T LOT 4

N00°42'44"E 1739.05'

E LINE OF ORB 3466, PG 1626  
W LINE OF E 660' OF NW 1/4, SECTION 6-21-25

SECTION  
6-21-25

GOV'T LOT 2

SEE SHEET 4

S89°27'50"E 1784.85'

S LINE OF ORB 3466, PG 1626

804.54'  
N00°54'04"E

GOV'T LOT 4

NOT PLATTED

N89°26'56"W  
690'±

N LINE GOVERNMENT LOT 5 PER MONUMENTATION

643.22'

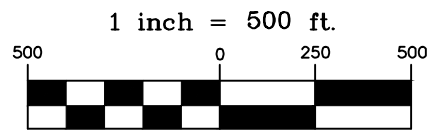
E-W MIDSECTION LINE PER SECTION BREAKDOWN

NOT  
PLATTED

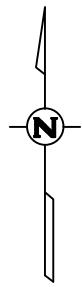
E'LY, N'LY,  
NW'LY & NE'LY  
EDGE OF WATER

EDGE OF WATERS OF  
FISH HOOK LAKE  
(GRAPHICAL DEPICTION ONLY)

SEE SHEET 7



GRAPHIC SCALE



## SHEET 3 OF 7

CLIENT	GRACE GROVES CDD	
JOB NO.	46522.003	
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD	
DATE	01/13/2026	CHECKED BY: SMO
DRAWN BY:	SMB	FLD. BOOK: N/A
REVISIONS		DATE

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

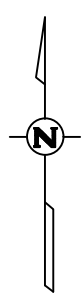
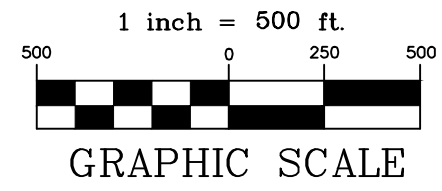
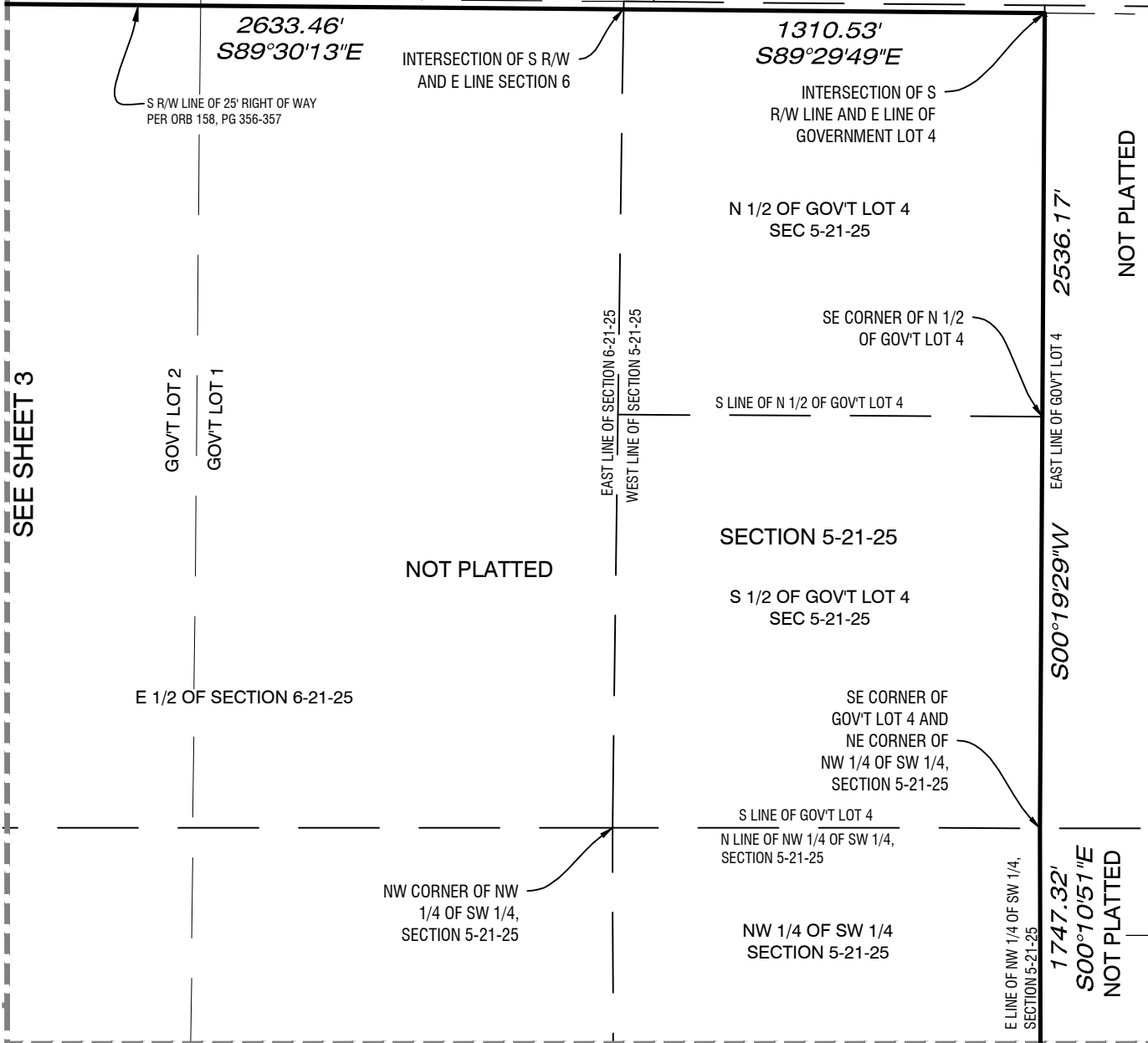
**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**

902 North Sinclair Avenue  
Tavares, Florida 32778  
Office: 352.343.8481  
Fax: 352.343.8495  
Licensed Business Number: 8348

# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DEWEY ROBBINS ROAD 3-2824



SHEET 4 OF 7	
CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMB
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

**SKETCH OF DESCRIPTION**

SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**

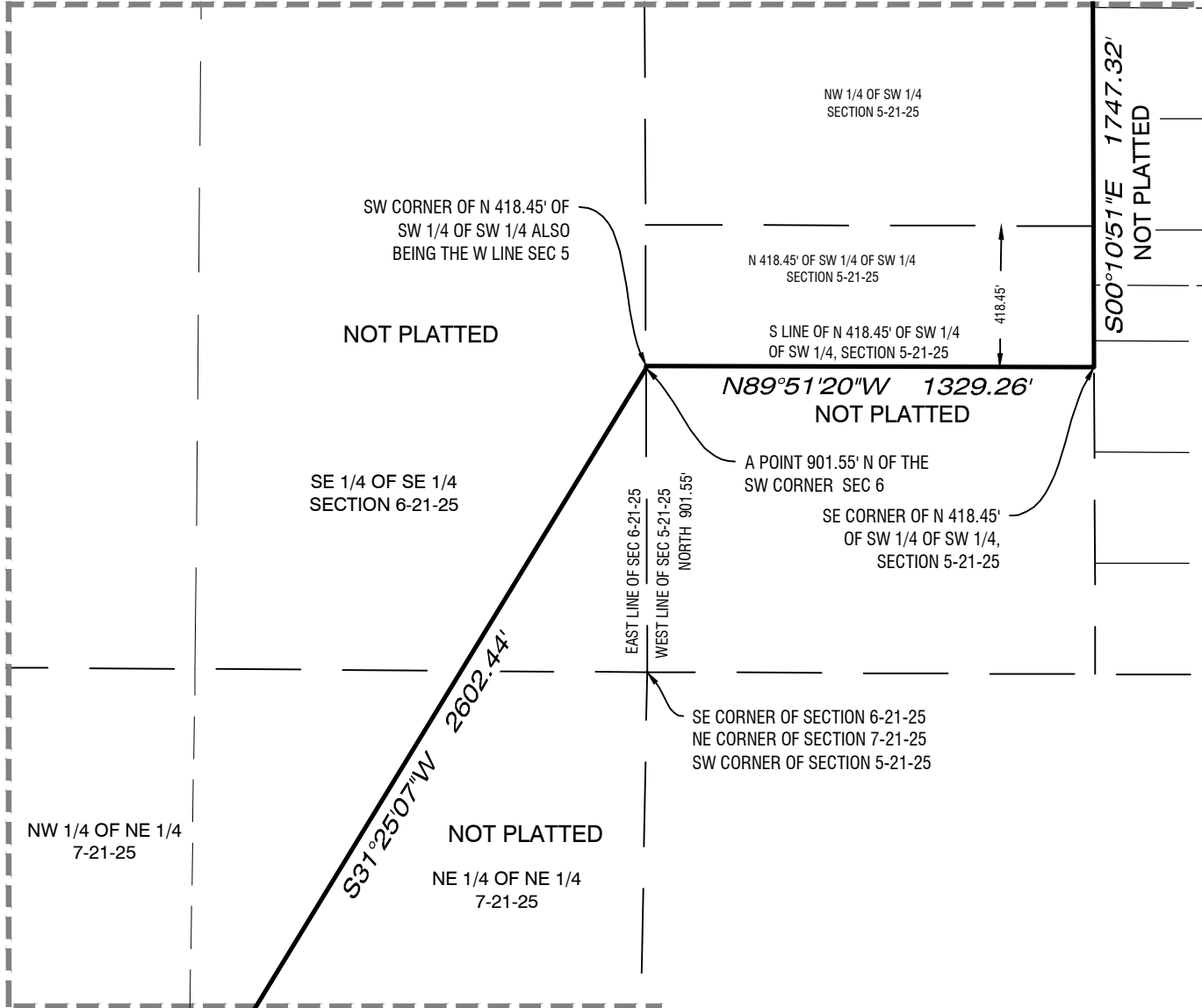
902 North Sinclair Avenue      Office: 352.343.8481  
Tavares, Florida 32778      Fax: 352.343.8495  
Licensed Business Number: 8348

# SKETCH OF DESCRIPTION

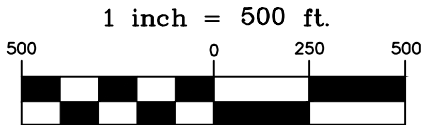
(NOT A FIELD SURVEY)

SEE SHEET 4

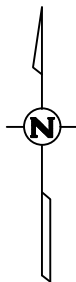
SEE SHEET 7



SEE SHEET 6



GRAPHIC SCALE



## SHEET 5 OF 7

CLIENT	GRACE GROVES CDD	
JOB NO.	46522.003	
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD	
DATE	01/13/2026	CHECKED BY: SMO
DRAWN BY:	SMB	FLD. BOOK: N/A
REVISIONS		DATE

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

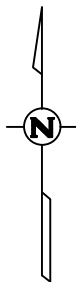
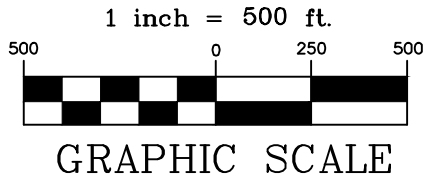
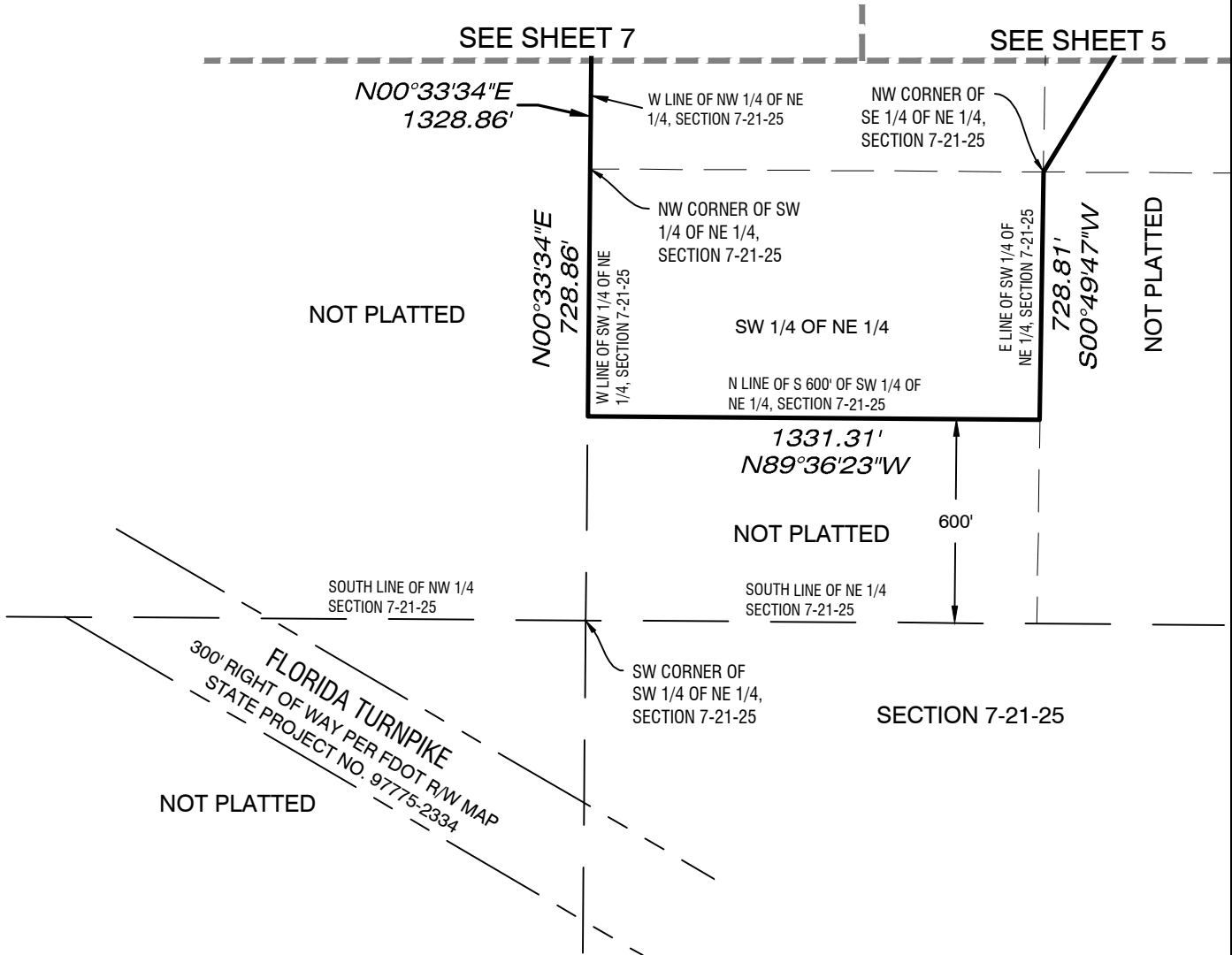
**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**



902 North Sinclair Avenue  
Tavares, Florida 32778  
Office: 352.343.8481  
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Licensed Business Number: 8348

# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



SHEET 6 OF 7	
CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026
CHECKED BY:	SMB
DRAWN BY:	SMB
FLD. BOOK:	N/A
REVISIONS	DATE

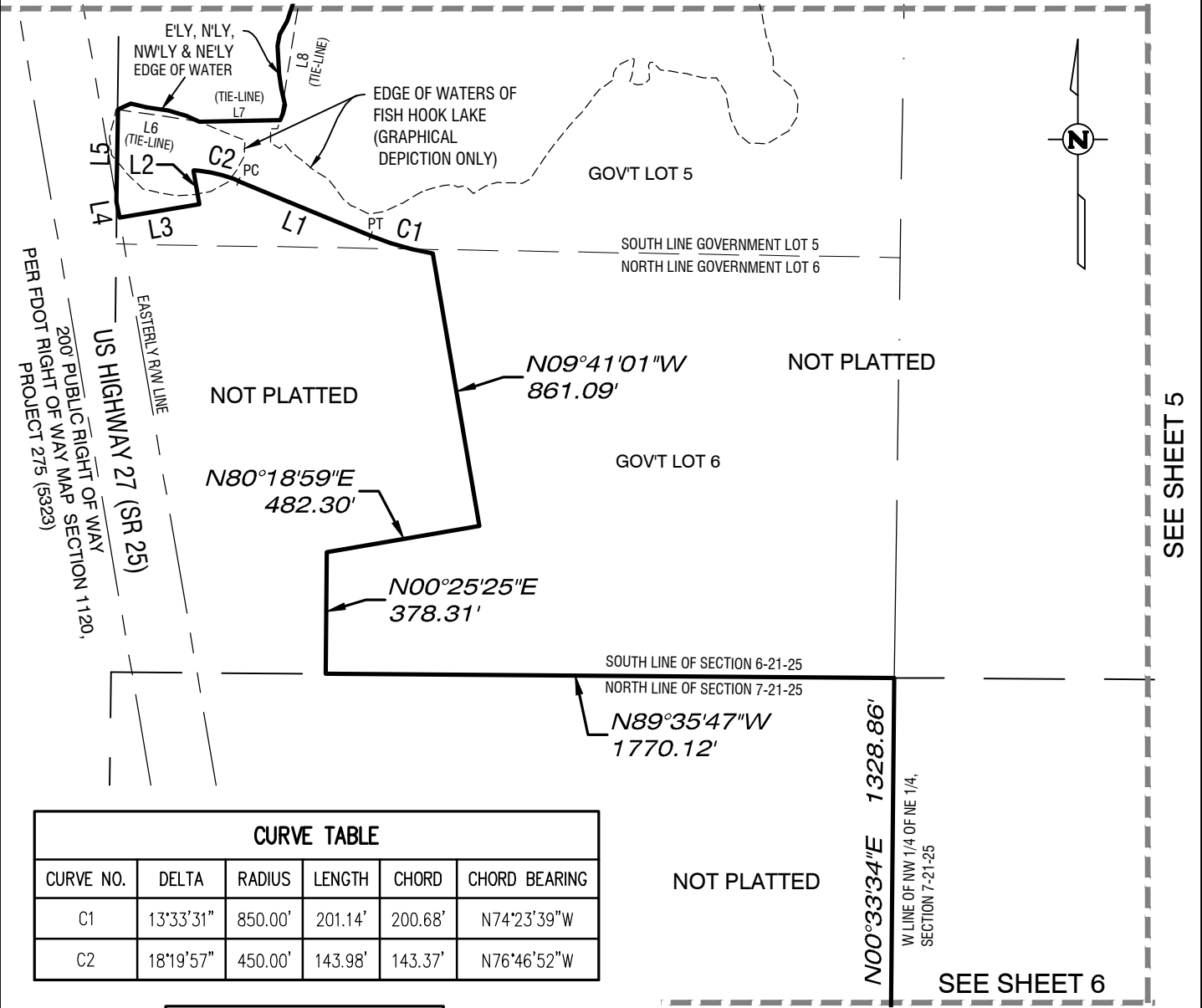
**SKETCH OF DESCRIPTION**  
 SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
 LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

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 Licensed Business Number: 8348

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



**CURVE TABLE**

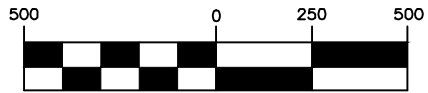
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

**LINE TABLE**

LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'

NOT PLATTED

1 inch = 500 ft.



GRAPHIC SCALE

**SHEET 7 OF 7**

CLIENT	GRACE GROVES CDD	
JOB NO.	46522.003	
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD	
DATE	01/13/2026	CHECKED BY: SMO
DRAWN BY:	SMB	FLD. BOOK: N/A
REVISIONS		DATE

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**

902 North Sinclair Avenue  
Tavares, Florida 32778  
Office: 352.343.8481  
Fax: 352.343.8495  
Licensed Business Number: 8348

SEE SHEET 5

SEE SHEET 6

# EXHIBIT 4

This instrument was prepared by:

Jere Earlywine, Esq.  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**CONSENT AND JOINDER OF LANDOWNER FOR THE  
AMENDMENT OF THE BOUNDARIES OF THE  
GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT  
[CONTRACTION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Contraction Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Grace Groves Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be removed from the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby requests and consents to removal of the Property from the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

*[signatures on following page]*

Executed this 9 day of February, 2026.

WITNESS

BAR-KEY GROVES INC

Georgia Shaw  
Name: Georgia Shaw  
Address: PO Box 4440  
Ocala, FL 34478

Harriet C. Scaler  
Name: Harriet C. Scaler  
Its: Sec/Treas.

Marie D. Stierer  
Name: MARIE D. STIERER  
Address: PO BOX 4440  
Ocala, FL 34478

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 day of February, 2026, by Harriet C. Scaler, as Secretary/Treas. of Bar-Key Groves, on its behalf. She  is personally known to me or  produced \_\_\_\_\_ as identification.



SUSAN C. BRINGLE  
Commission # HH 596396  
Expires October 26, 2028

Susan C. Bringle  
Notary Public, State of Florida

EXHIBIT A: Legal Description

**EXHIBIT A:**  
Legal Description

# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	BAR-KEY GROVES INC	<b>Alternate Key:</b>	1302226
<b>Mailing Address:</b>	1719 CITRUS BLVD LEESBURG, FL 34748 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b> ⓘ	07-21-25-0001-000-00100
		<b>Millage Group and City:</b>	0003 Unincorporated
		<b>2025 Total Certified Millage Rate:</b>	13.0623
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a> ⓘ
<b>Property Location:</b>	BEST ORCHID LN HOWEY IN THE HILLS FL, 34737	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a> ⓘ
		<b>School Information:</b>	<a href="#">School Locator &amp; Bus Stop Map</a> ⓘ <a href="#">School Boundary Maps</a> ⓘ
<b>Property Description:</b>	SW 1/4 OF NE 1/4--LESS S 600 FT--BEG NW COR OF NE 1/4, RUN S TO SW COR OF NW 1/4 OF NE 1/4, E TO SE COR OF NW 1/4 OF NE 1/4, NE TO A PT 2090 FT E OF POB, W TO POB. E 1/2 OF GOV LOT 2--LESS TURNPIKE R/W-- ORB 614 PG 1278		
<p><b>NOTE:</b> This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</p>			

## Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0		58.360	Acre	\$20,426.00	\$320,980.00
2	WETLAND (9600)	0	0		107.300	Acre	\$4,829.00	\$4,829.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

## Miscellaneous Improvements

There is no improvement information to display.

## Values and Estimated Ad Valorem Taxes ⓘ


Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$325,809	\$25,255	\$25,255	5.0254	\$126.92
SCHOOL BOARD STATE	\$325,809	\$25,255	\$25,255	3.0870	\$77.96
SCHOOL BOARD LOCAL	\$325,809	\$25,255	\$25,255	2.9980	\$75.71
LAKE COUNTY WATER DISTRICT	\$325,809	\$25,255	\$25,255	0.2940	\$7.42

ST JOHNS RIVER FL WATER MGMT DIST	\$325,809	\$25,255	\$25,255	0.1793	\$4.53
LAKE COUNTY MSTU STORMWATER	\$325,809	\$25,255	\$25,255	0.4957	\$12.52
LAKE COUNTY MSTU AMBULANCE	\$325,809	\$25,255	\$25,255	0.4629	\$11.69
LAKE COUNTY VOTED DEBT SERVICE	\$325,809	\$25,255	\$25,255	0.0400	\$1.01
LAKE COUNTY MSTU FIRE	\$325,809	\$25,255	\$25,255	0.4800	\$12.12
				<b>Total:</b> 13.0623	<b>Total:</b> \$329.88

## Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Additional Homestead Exemption (up to an additional \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Widow / Widower Exemption (up to \$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Blind Exemption (up to \$500)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Disability Exemption (up to \$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Disability Exemption (\$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Combat Related Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Deployed Servicemember Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
First Responder Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Surviving Spouse of First Responder Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Conservation Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Tangible Personal Property Exemption (up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Economic Development Exemption	<a href="#">Learn More</a> <a href="#">View the Law</a>
Government Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

[Site Notice](#)

# EXHIBIT 5

**RESOLUTION 2026-03  
[2026 AMENDMENT]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Grace Groves Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

**WHEREAS**, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

**WHEREAS**, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

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

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

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

**WHEREAS**, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT:**

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

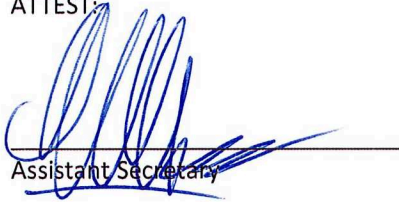
**2. AUTHORIZATION FOR BOUNDARY AMENDMENT.** Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.


**3. AUTHORIZATION FOR AGENT.** The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

**4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 9 day of February, 2026.

ATTEST:  
  
Assistant Secretary

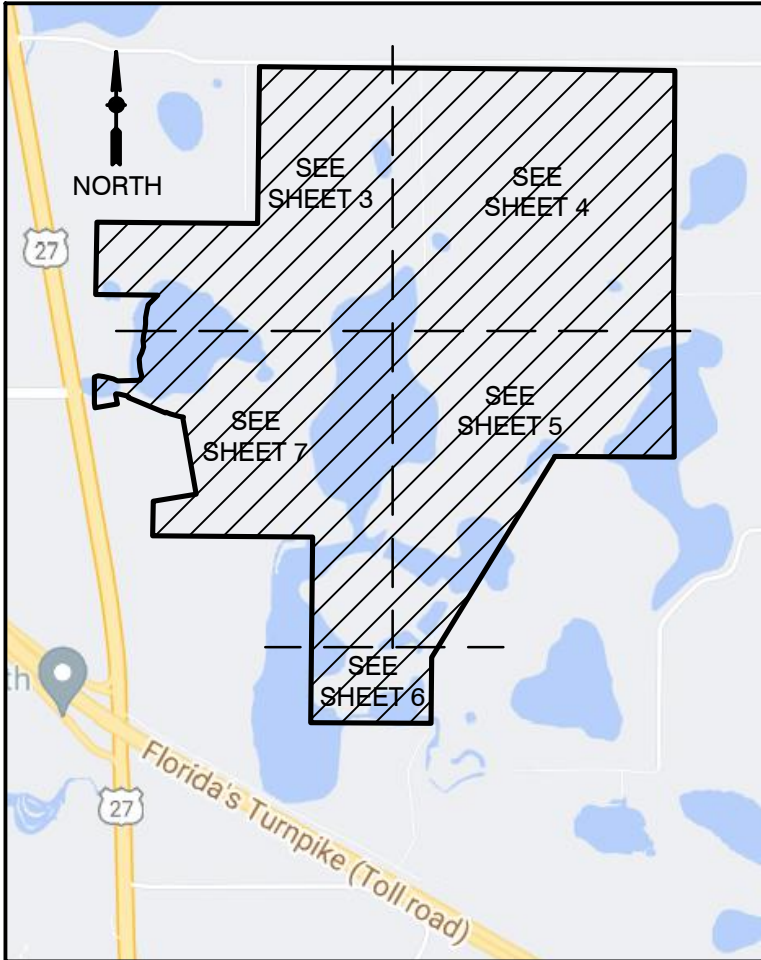
**GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**  
  
Chairman/Vice-Chairman, Board of Supervisors

**Exhibit A:** Legal Description of District Boundaries, as Amended

**Exhibit A:**  
Legal Description of District Boundaries, as Amended

# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



**VICINITY & KEY MAP**  
(NOT TO SCALE)

## LEGEND:

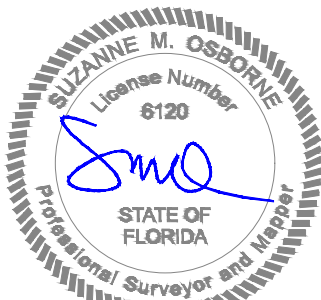
SR	STATE ROAD
GOV'T	GOVERNMENT
SEC	SECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
CDD	COMMUNITY DEVELOPMENT DISTRICT
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
NO.	NUMBER
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY

## NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6-21S-25E, AS BEING N89°35'47"W.
3. THIS DESCRIPTION WAS PREPARED BY THIS FIRM AT THE CLIENT'S REQUEST AND IS BASED UPON INSTRUCTIONS PROVIDED BY CLIENT. THE INTENT OF THE DESCRIPTION IS FOR A PROPOSED COMMUNITY DEVELOPMENT DISTRICT.
4. THIS SKETCH HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED BELOW IN ACCORDANCE WITH THE ADOPTED "STANDARDS OF PRACTICE" FOR LAND SURVEYING AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES **NOT** REPRESENT A BOUNDARY SURVEY.
6. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

## CERTIFIED TO:

GRACE GROVES CDD



DATE: 1/15/2026

SUZANNE M. OSBORNE, PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6120 FOR THE LICENSED FIRM OF  
HALFF ASSOCIATES, INC. LICENSED BUSINESS NO. 8348

SHEET 1 OF 7	
CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026 CHECKED BY: SMO
DRAWN BY:	SMB FLD. BOOK: N/A
REVISIONS	DATE
REVISED VICINITY MAP	1/26/2026

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**




# SKETCH OF DESCRIPTION

## (NOT A FIELD SURVEY)

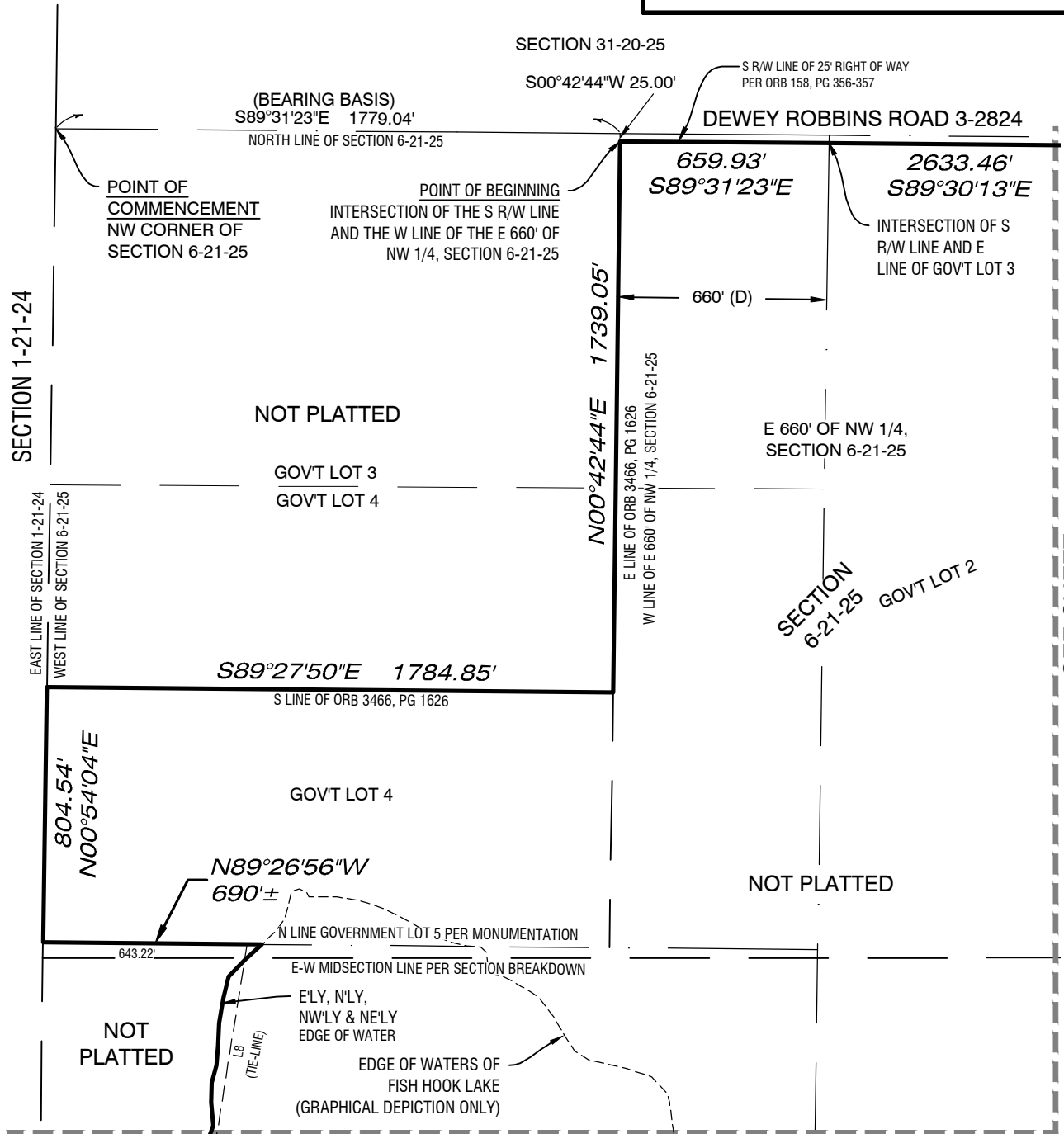
DESCRIPTION (WRITTEN BY THIS FIRM)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 2536.17 FEET TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG SAID WEST LINE A DISTANCE OF 728.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 1770.12 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00°25'25" EAST A DISTANCE OF 378.31 FEET; THENCE RUN NORTH 80°18'59" EAST A DISTANCE OF 482.30 FEET; THENCE RUN NORTH 09°41'01" WEST A DISTANCE OF 861.09 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF NORTH 74°23'39" WEST, A CHORD LENGTH OF 200.68 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'31" AN ARC LENGTH OF 201.14 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 67°36'54" WEST A DISTANCE OF 445.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 76°46'52" WEST, A CHORD LENGTH OF 143.37 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°19'57" AN ARC LENGTH OF 143.98 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 09°38'01" EAST A DISTANCE OF 104.73 FEET; THENCE RUN SOUTH 80°21'59" WEST A DISTANCE OF 252.06 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 50.15 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690 +/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 693.66 ACRES, MORE OR LESS.

SHEET 2 OF 7		SKETCH OF DESCRIPTION
CLIENT GRACE GROVES CDD JOB NO. 46522.003 ACAD FILE 46522.003 GRACE GROVES SKETCH FOR CDD DATE 01/13/2026 CHECKED BY: SMO DRAWN BY: SMB FLD. BOOK: N/A REVISIONS _____ DATE _____ _____ _____ _____ _____		SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST LAKE COUNTY, FLORIDA.  <b>GRACE GROVES COMMUNITY          DEVELOPMENT DISTRICT</b>
		 <small>902 North Sinclair Avenue      Office: 352.343.8481          Tavares, Florida 32778      Fax: 352.343.8495          Licensed Business Number: 8348</small>

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



NOT PLATTED

SECTION 1-21-24

SECTION 31-20-25

S R/W LINE OF 25' RIGHT OF WAY  
PER ORB 158, PG 356-357

DEWEY ROBBINS ROAD 3-2824

POINT OF COMMENCEMENT  
NW CORNER OF SECTION 6-21-25

POINT OF BEGINNING  
INTERSECTION OF THE S R/W LINE  
AND THE W LINE OF THE E 660' OF  
NW 1/4, SECTION 6-21-25

INTERSECTION OF S  
R/W LINE AND E  
LINE OF GOV'T LOT 3

NOT PLATTED

E 660' OF NW 1/4,  
SECTION 6-21-25

GOV'T LOT 3  
GOV'T LOT 4

N00°42'44"E 1739.05'

E LINE OF ORB 3466, PG 1626  
W LINE OF E 660' OF NW 1/4, SECTION 6-21-25

SECTION 6-21-25  
GOV'T LOT 2

SEE SHEET 4

S89°27'50"E 1784.85'

S LINE OF ORB 3466, PG 1626

804.54'  
N00°54'04"E

GOV'T LOT 4

NOT PLATTED

N89°26'56"W  
690'±

N LINE GOVERNMENT LOT 5 PER MONUMENTATION

643.22'

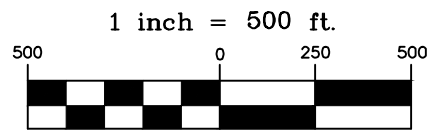
E-W MIDSECTION LINE PER SECTION BREAKDOWN

NOT PLATTED

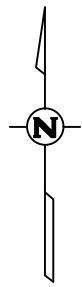
E'LY, N'LY,  
NW'LY & NE'LY  
EDGE OF WATER

EDGE OF WATERS OF  
FISH HOOK LAKE  
(GRAPHICAL DEPICTION ONLY)

SEE SHEET 7



GRAPHIC SCALE



## SHEET 3 OF 7

CLIENT	GRACE GROVES CDD
JOB NO.	46522.003
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD
DATE	01/13/2026 CHECKED BY: SMO
DRAWN BY:	SMB FLD BOOK: N/A
REVISIONS	DATE

**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**

902 North Sinclair Avenue  
Tavares, Florida 32778  
Office: 352.343.8481  
Fax: 352.343.8495  
Licensed Business Number: 8348

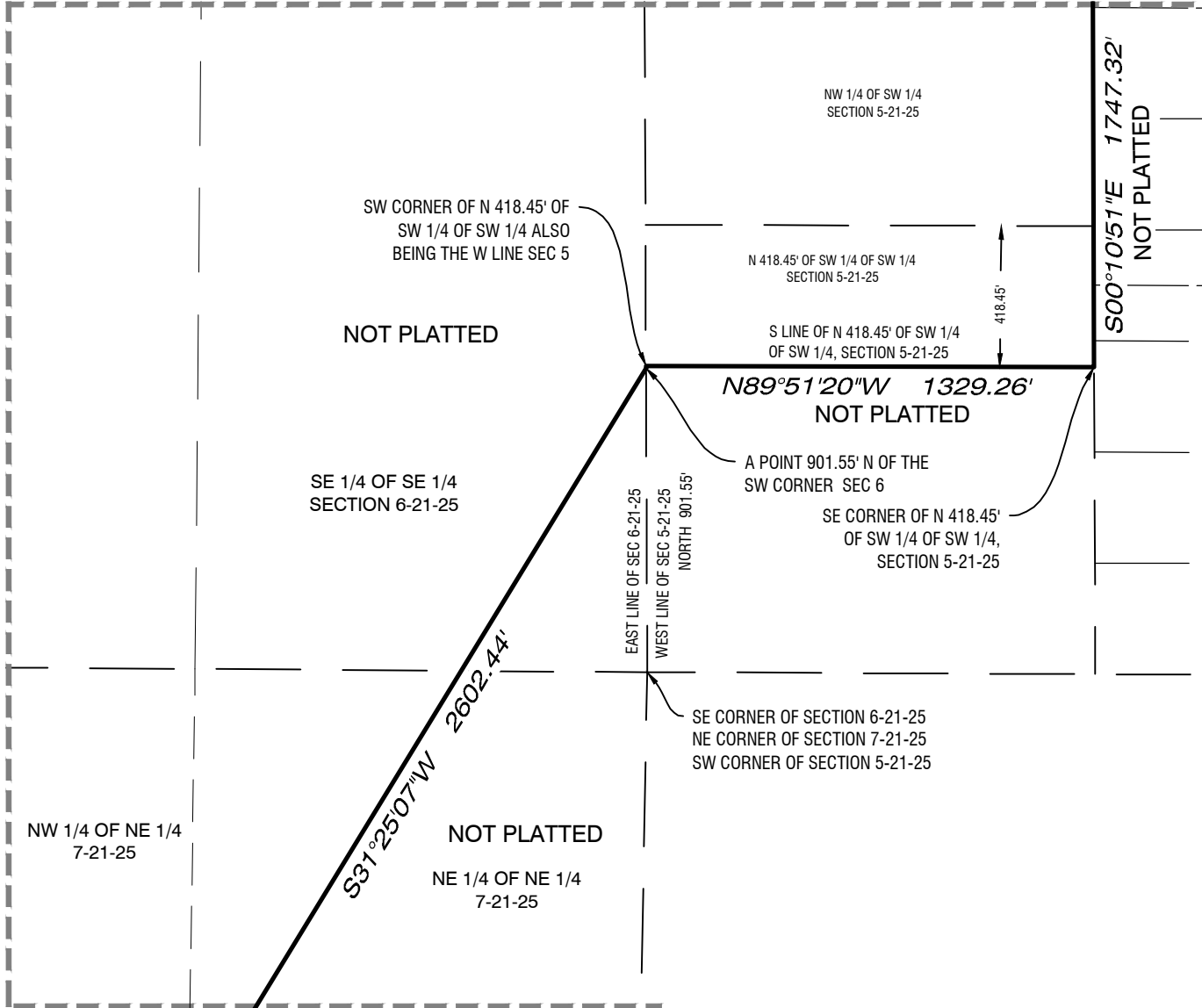


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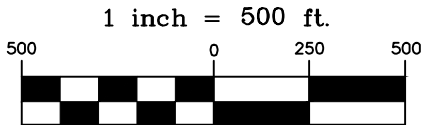
(NOT A FIELD SURVEY)

SEE SHEET 4

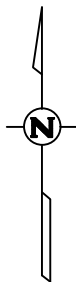
SEE SHEET 7



SEE SHEET 6



GRAPHIC SCALE



## SHEET 5 OF 7

CLIENT	GRACE GROVES CDD	
JOB NO.	46522.003	
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD	
DATE	01/13/2026	CHECKED BY: SMO
DRAWN BY:	SMB	FLD. BOOK: N/A
REVISIONS		DATE

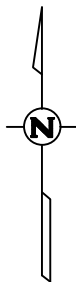
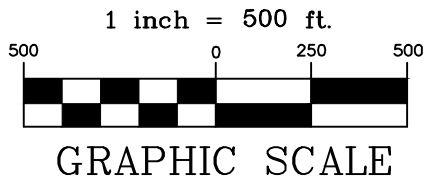
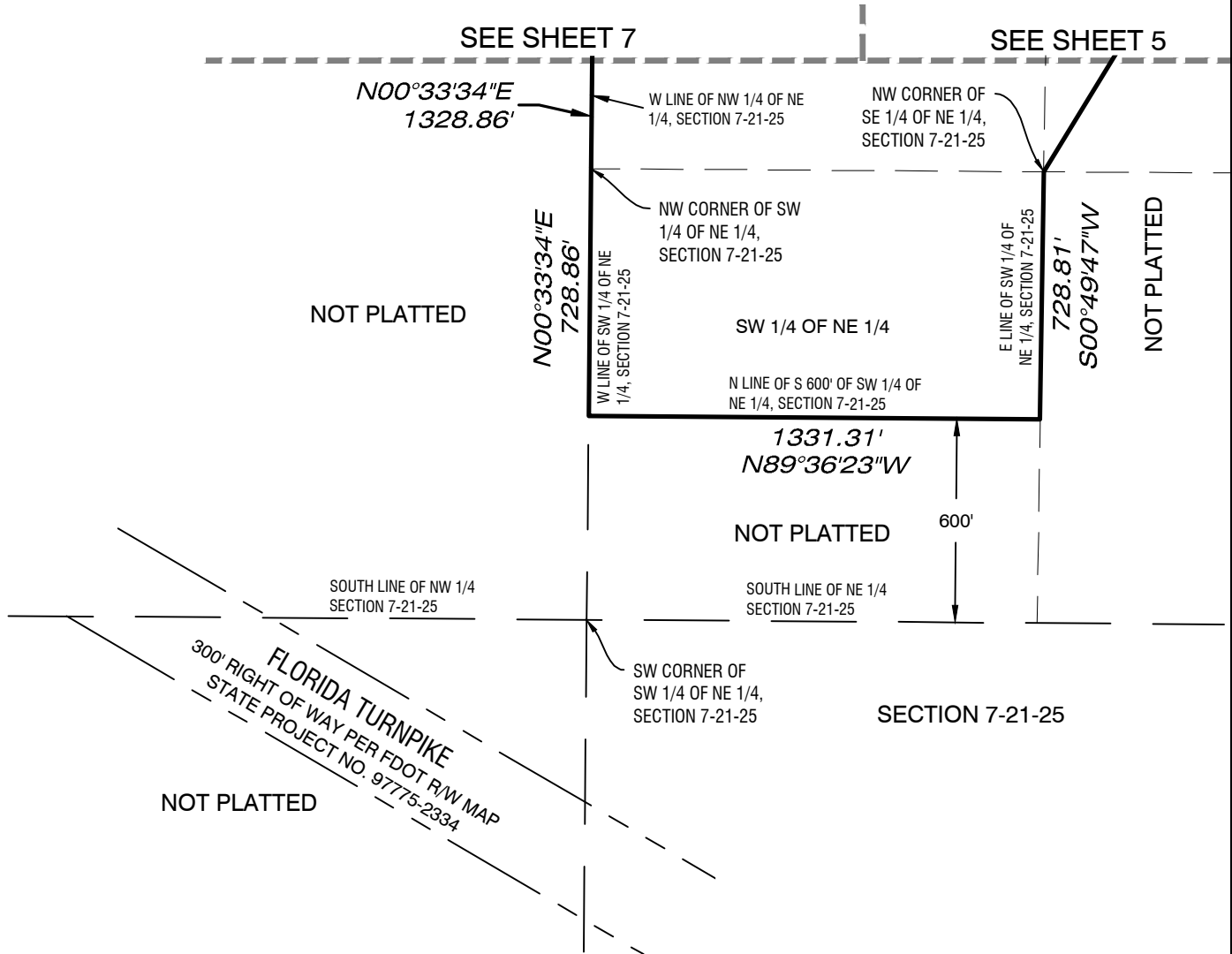
**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

902 North Sinclair Avenue  
Tavares, Florida 32778  
Office: 352.343.8481  
Fax: 352.343.8495  
Licensed Business Number: 8348

# SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)



## SHEET 6 OF 7

CLIENT	GRACE GROVES CDD	
JOB NO.	46522.003	
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD	
DATE	01/13/2026	CHECKED BY: SMO
DRAWN BY:	SMB	FLD. BOOK: N/A
REVISIONS		DATE

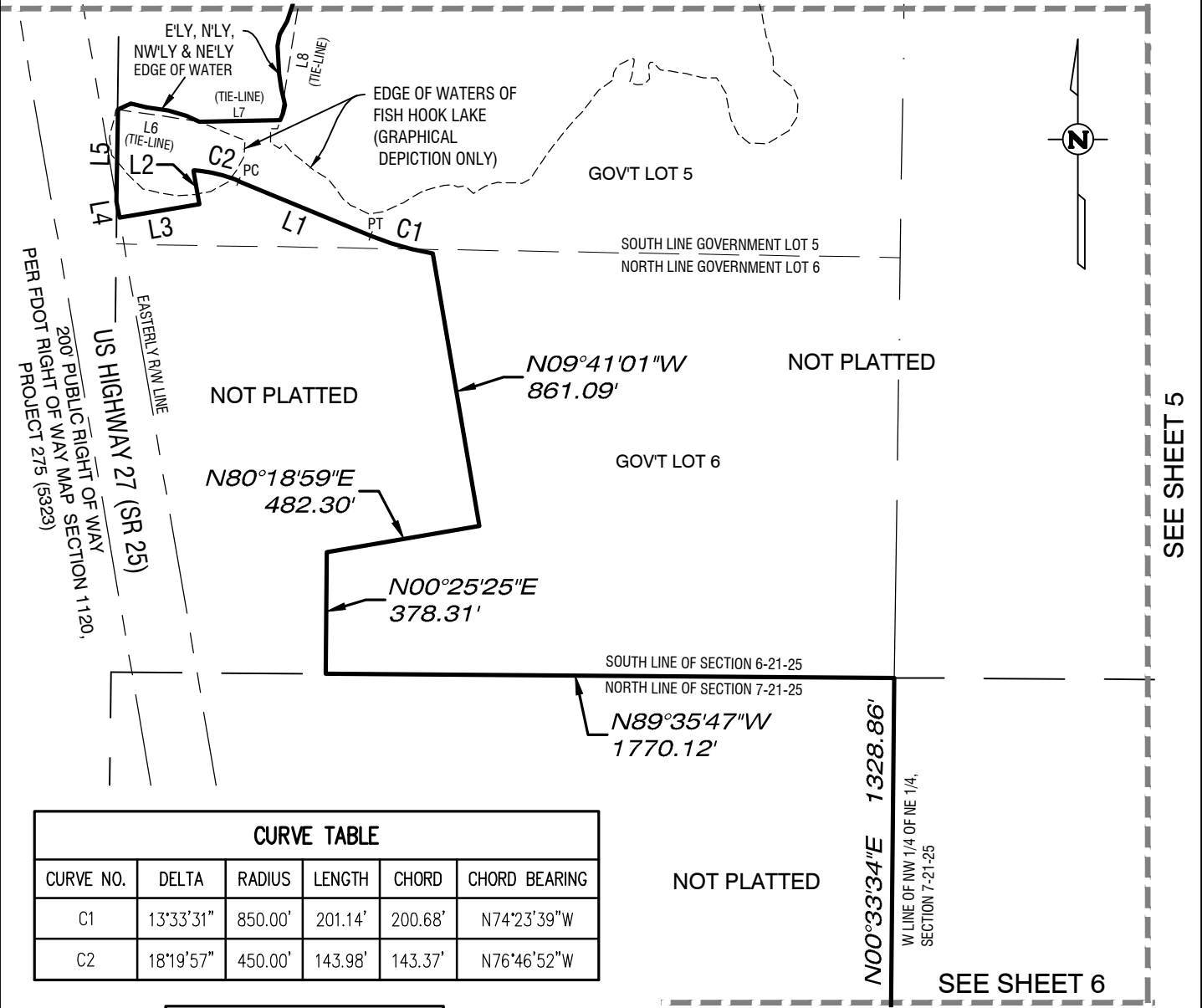
**SKETCH OF DESCRIPTION**  
SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

902 North Sinclair Avenue  
Tavares, Florida 32778  
Office: 352.343.8481  
Fax: 352.343.8495  
Licensed Business Number: 8348

# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

SEE SHEET 3



SEE SHEET 5

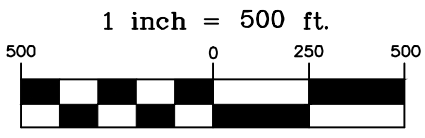
SEE SHEET 6

**CURVE TABLE**

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°33'31"	850.00'	201.14'	200.68'	N74°23'39"W
C2	18°19'57"	450.00'	143.98'	143.37'	N76°46'52"W

**LINE TABLE**

LINE NO.	DIRECTION	LENGTH
L1	N67°36'54"W	445.54'
L2	S9°38'01"E	104.73'
L3	S80°21'59"W	252.06'
L4	N9°41'43"W	50.15'
L5	N0°41'15"E	287.06'
L6	S81°29'48"E	257.18'
L7	N89°06'11"E	251.02'
L8	N8°59'26"E	953.50'



**GRAPHIC SCALE**

**SHEET 7 OF 7**

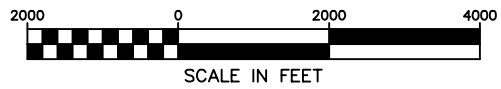
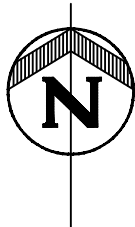
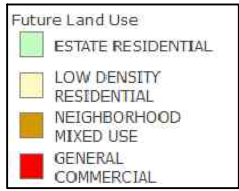
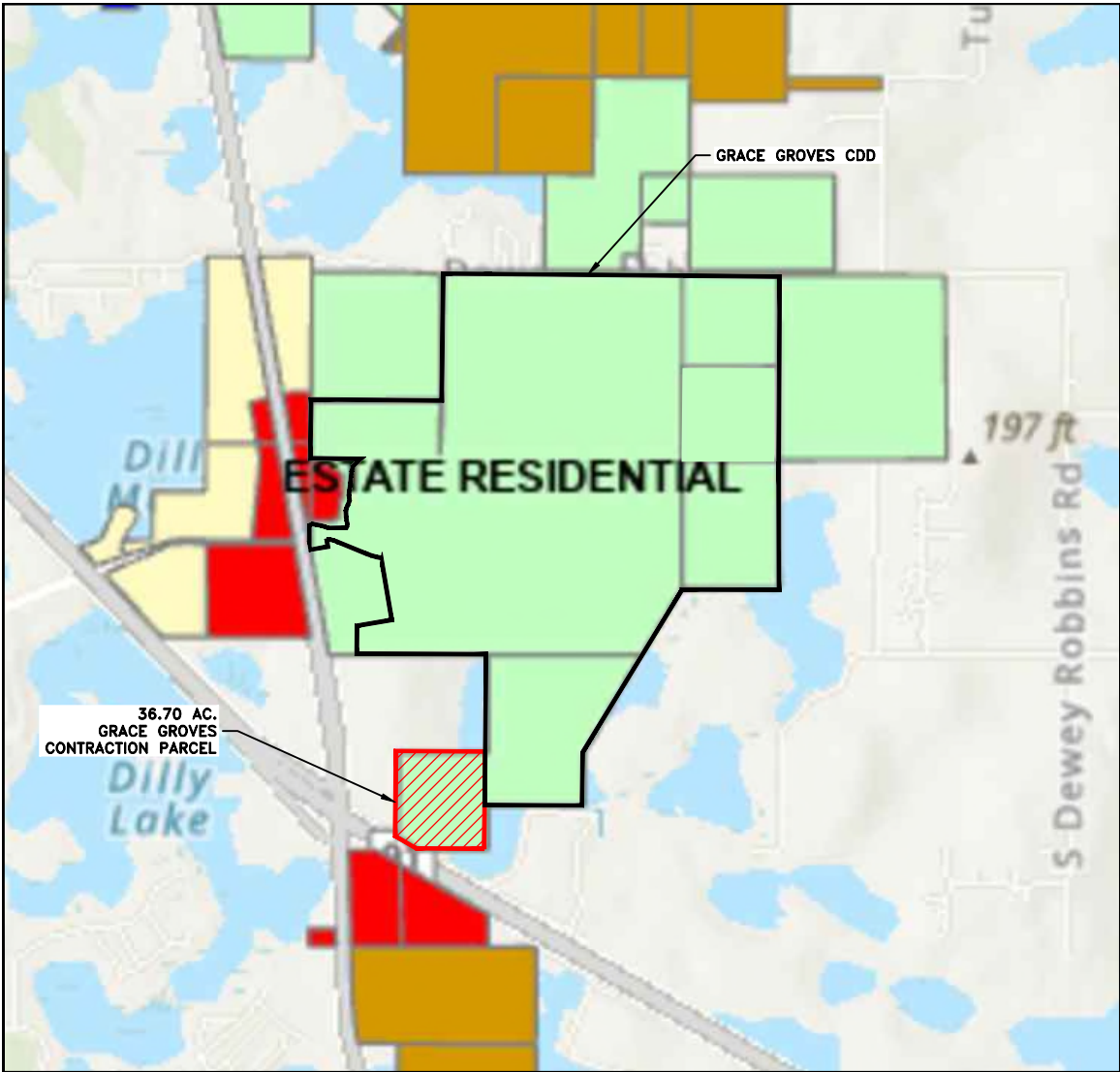
CLIENT	GRACE GROVES CDD		
JOB NO.	46522.003		
ACAD FILE	46522.003 GRACE GROVES SKETCH FOR CDD		
DATE	01/13/2026	CHECKED BY:	SMO
DRAWN BY:	SMB	FLD. BOOK:	N/A
REVISIONS		DATE	

**SKETCH OF DESCRIPTION**  
 SECTIONS 5-7, TOWNSHIP 21 SOUTH, RANGE 24 EAST  
 LAKE COUNTY, FLORIDA.

**GRACE GROVES COMMUNITY  
 DEVELOPMENT DISTRICT**

**halff**  
 902 North Sinclair Avenue  
 Tavares, Florida 32778  
 Office: 352.343.8481  
 Fax: 352.343.8495  
 Licensed Business Number: 8348

# EXHIBIT 6



**GRACE GROVES CDD  
FUTURE LAND USE MAP**



902 NORTH SINCLAIR AVE.  
TAVARES, FL 32778  
TEL. (352) 343-8481  
CERTIFICATE OF AUTHORIZATION  
NUMBER: 33380

# EXHIBIT 7



Rizzetta & Company

# STATEMENT OF ESTIMATED REGULATORY COSTS

FOR

## THE PETITION TO AMEND THE DISTRICT BOUNDARIES GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT

February 6, 2026

Prepared by:

Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

813-933-5571

[rizzetta.com](http://rizzetta.com)

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## I. INTRODUCTION

### 1. PURPOSE AND SCOPE

This Statement of Estimated Regulatory Costs has been prepared as a component of the petition filed with the Board of City Commissioners of the City of Leesburg, Florida, to amend the boundaries of the Grace Groves Community Development District ("District") in accordance with Chapter 190.046(1), Florida Statutes ("F.S."). Specifically, Section 190.005(1)(a)8, F.S., requires that, as part of the petition, a Statement of Estimated Regulatory Costs be prepared pursuant to Section 120.541, F.S.

A community development district ("CDD") is established under the Uniform Community Development District Act of 1980, Chapter 190 of the Florida Statutes, as amended (the "Act"). A CDD is a local unit of special-purpose government that is limited to the performance of those specialized functions authorized by the Act. Those specialized functions consist of planning, financing, constructing and maintaining certain public infrastructure improvements and community development services. As an independent special district, the CDD's governing body establishes its own budget and, within the scope of its authorized powers, operates independently of the local general-purpose governmental entity (i.e., the city) whose boundaries include the CDD.

However, a CDD cannot regulate land use or issue development orders; those powers reside with the local general-purpose government. The Legislature has, in Section 190.004(3), F.S., made this clear by stating:

*The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.*



In addition, the parameters for the review and evaluation of community development district petitions are clearly set forth in Section 190.002(2)(d), F.S., as follows:

*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.*

Therefore, the scope of this Statement of Estimated Regulatory Costs is limited to an evaluation of those factors pertinent to the boundary modification of a CDD as defined by the Legislature and outlined in Section 120.541(2), F.S.

The purpose of Chapter 190, F.S., is to provide another tool to government and private landowners in their efforts to comply with comprehensive plans which require adequate public facilities and services as pre-conditions for future development.

The CDD is a special purpose unit of local government that is established for the purpose of providing an alternative mechanism for financing the construction of public infrastructure. A CDD must be structured to be financially independent as intended by the Legislature. The cost of any additional public improvements to be constructed or any additional services to be provided by the City of Leesburg (the "City") or Lake County (the "County") as a result of this development will be incurred whether the infrastructure is financed through a CDD or any other alternative financing method. The annual operations and administrative costs of the District will be borne entirely by the District and will not require any subsidy from the State of Florida, the County or the City, nor will it place any additional economic burden on those persons not residing within the District.

## **2. GRACE GROVES COMMUNITY DEVELOPMENT DISTRICT**

The District was established pursuant to City Ordinance No. 24-33 and 25-67 and currently consists of approximately 730.35 acres ("Existing District"). Grace Groves Community Development District, the petitioner, is seeking authority to amend the boundaries of the Existing District, by removing approximately 36.69 +/- acres ("Contraction Area"), for an amended total of approximately 693.66 +/- acres after the contraction ("Amended District").



Within the Amended District boundaries, the District will continue to exercise the powers outlined in Section 190.012, F.S., to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities and basic infrastructure that includes, but is not limited to: stormwater management, roadways, water and wastewater utilities, gas utilities, hardscaping, landscaping, irrigation, amenities, conservation, off-site improvements and or any other project, within or outside the boundaries of the District, required by a development order issued by a local government or subject of an agreement between the District and a governmental entity.

The District will finance infrastructure improvements through special or non-ad valorem assessment revenue bonds. Repayment of these bonds will be through special or non-ad valorem assessments levied against all benefited properties within the Amended District.

On-going operation and maintenance for District owned facilities is expected to be funded through maintenance assessments levied against all benefited properties within the District.

## II. STATUTORY ITEMS:

Section 120.541(2), F.S. (2024), in pertinent part, provides that the elements a Statement of Estimated Regulatory Costs must contain the following:

*(a) An economic analysis showing whether the rule directly or indirectly:*

*1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;*

*2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or*

*3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the*



*aggregate within 5 years after the implementation of the rule.*

*(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.*

*(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.*

*(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.*

*(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.*

*(f) Any additional information that the agency determines may be useful.*

*(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.*

The estimated regulatory impact of establishing the District is summarized below. Statutory requirements are **SHOWN IN BOLD CAPS**.



Rizzetta & Company

**1. AN ECONOMIC ANALYSIS SHOWING WHETHER THE ORDINANCE DIRECTLY OR INDIRECTLY:**

**A. IS LIKELY TO HAVE AN ADVERSE IMPACT ON ECONOMIC GROWTH, PRIVATE SECTOR JOB CREATION OR EMPLOYMENT, OR PRIVATE SECTOR INVESTMENT IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;**

It is expected that any economic impact would be positive or neutral in nature, particularly in the short term. There likely will be no significant impact on economic growth, private sector job creation or employment, or private sector investment as a direct result of the contraction of the District. However, the contraction of the District is expected to allow the remaining property located in the Amended District to be used for both the City and District use, which would presumably have some positive impact on economic growth. Additionally, the District will soon be issuing special assessment revenue bonds to finance the construction and development of public infrastructure within and surrounding the Amended District which is expected to provide a positive economic impact, particularly in the short term.

**B. IS LIKELY TO HAVE AN ADVERSE IMPACT ON BUSINESS COMPETITIVENESS, INCLUDING THE ABILITY OF PERSONS DOING BUSINESS IN THE STATE TO COMPETE WITH PERSONS DOING BUSINESS IN OTHER STATES OR DOMESTIC MARKETS, PRODUCTIVITY, OR INNOVATION IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE;**

Any impact on overall business competitiveness and/or innovation resulting from the District contraction is likely to be minimal, but as is the case with the economic factors described above, such impact will presumably be positive in nature. All professional contributors to the boundary contraction and anticipated resulting developmental efforts are expected to be either locally or state-based. Once development is complete, the areas within the Amended District are anticipated to be used for both the City and District use. Thus, there will be no adverse impact on business competitiveness because of the contraction of the District boundaries.

**C. OR IS LIKELY TO INCREASE REGULATORY COSTS, INCLUDING ANY TRANSACTIONAL COSTS, IN EXCESS OF \$1 MILLION IN THE AGGREGATE WITHIN 5 YEARS AFTER THE IMPLEMENTATION OF THE RULE.**

A dramatic increase in overall regulatory or transaction costs is highly unlikely. As will be stated in further detail below, the City of Leesburg may incur



incidental administrative costs in reviewing the documents germane to the boundary contraction, but it is expected that these costs will be offset by the City's required filing fees for the petition.

No District facilities or services are currently provided to the Contraction Area, and it is not intended that the District will provide facilities or services to the Contraction Area in the future. Operating costs, as well as the additional maintenance of future facilities, for the property remaining in the District will be funded by the landowners of the Amended District through direct funding agreements or special assessments levied by the District.

**2. A GOOD FAITH ESTIMATE OF THE NUMBER OF INDIVIDUALS AND ENTITIES LIKELY TO BE REQUIRED TO COMPLY WITH THE ORDINANCE, TOGETHER WITH A GENERAL DESCRIPTION OF THE TYPES OF INDIVIDUALS LIKELY TO BE AFFECTED BY THE ORDINANCE:**

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) City of Leesburg and its residents, 3) Lake County and its residents, 4) current property owners - Amended District, 5) current property owners - Contraction Area and 6) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the contraction and on-going administration of the District and will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section 3(a)(2) below. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Leesburg

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the contraction and on-going administration of the District other than any one-time administrative costs outlined in Section 3(a)(1) below. Once the District boundaries are amended, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the



City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Lake County

The County and its residents will not incur any compliance costs related to the contraction of the District. Once the District boundaries are amended, these residents will not be affected by adoption of the ordinance.

d. Current Property Owners – Amended District

The current property owners of the lands within the boundaries of the Amended District will be affected by the contraction of the District boundaries because the District's operation and maintenance costs for the District's infrastructure, will be proportionally allocated throughout the Amended District.

e. Current Property Owner and Future Property Owners – Contraction Area

The current property owners and future property owners of the lands within the Contraction Area will be affected by the contraction of the District boundaries to the extent that the District's future operations and maintenance assessments allocated for the District's operational costs will not be allocated to the Contraction Area as such property owners will be outside of the District's boundaries. Furthermore, the District does not currently provide facilities or services to the property within the Contraction Area, nor has the District issued special assessment revenue bonds for the construction or development of facilities on this land.

**3. A GOOD FAITH ESTIMATE OF THE COST TO THE AGENCY, AND TO ANY OTHER STATE AND LOCAL ENTITIES, OF IMPLEMENTING AND ENFORCING THE PROPOSED ORDINANCE, AND ANY ANTICIPATED EFFECT ON STATE AND LOCAL REVENUES:**

a. Costs to Governmental Agencies of Implementing and Enforcing the Ordinance

1. City of Leesburg ("Agency or City")



Because the District encompasses less than 2,500 acres, this petition is being submitted to the City of Leesburg (i.e., the "Agency" under Section 120.541(2), F.S.) for approval in accordance with Section 190.046(1), F.S. The Agency may incur certain one-time administrative costs involved with the review of this petition, although this will be offset by the Petitioner's payment of a one-time filing fee.

Once the District boundaries are amended, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The District will continue to submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the Agency. Since there are no legislative requirements for review or action, the Agency should not incur any costs. The Agency may, however, choose to review these documents.

While some District improvements may eventually be dedicated to the City for ownership/operation and maintenance, the overall financial impact to the City resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are amended, the transaction results in a limited impact to the City's revenue, from the dedication of infrastructure related to this development to the City.

## 2. Lake County

While some District improvements may eventually be dedicated to the County for ownership/operation and maintenance, the overall financial impact to the County resulting from such actions is minimal due to available utility fees and other revenues. Moreover, regardless if the District boundaries are amended, the transaction results in a limited impact to the County's revenue, from the dedication of infrastructure related to this development to the County.



### 3. State of Florida

Once the District boundaries are amended, the State of Florida will continue to incur only nominal administrative costs to review the periodic reports required pursuant to Chapters 190 and 189, F.S. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, F.S. This amount is currently being paid by the District and will not change when the District boundaries are amended. Because the District, as defined in Chapter 190, F.S., is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been established, and there will be no impact as a result of the contraction.

### 4. The District

The cost of petitioning for the District's boundary contraction will be paid entirely by the developer of the Contraction Area, Kolter Group Acquisitions, LLC (the "Developer"), pursuant to a funding agreement with the District. As a result, the District and its residents will not experience any costs relative to the implementation of the boundary contraction.

Thereafter, the District will incur costs for operations and maintenance of its facilities and for its administration. These costs will be completely paid for from annual assessments against all properties within the Amended District benefiting from its facilities and its services.

#### b. Impact on State and Local Revenues

It is anticipated that approval of this petition will not have any negative effect on state revenues. There is however, the potential for an increase in state sales tax revenue resulting from a stimulated economy although it is not possible to estimate this increase with any degree of certainty. In addition,



local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services. Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenue is expected to be generated by private development within the District and, accordingly, should also increase local revenues.

Lastly, some express a concern that a District obligation could become a State, County or City obligation thereby negatively effecting state or local revenues. This cannot occur as Chapter 190 specifically addresses this issue and expressly states: "It is further the purpose and intent of the Legislature that no debt or obligation of a district constitutes a burden on any local general-purpose government without its consent." Section 190.002(3), F.S. "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state." Section 190.016(15), F.S.

In summary, amending the boundaries of the Grace Groves Community Development District will not create any significant economic costs for the City, County or the State of Florida.

**4. A GOOD FAITH ESTIMATE OF THE TRANSACTIONAL COSTS LIKELY TO BE INCURRED BY INDIVIDUALS AND ENTITIES, INCLUDING LOCAL GOVERNMENT ENTITIES, REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE ORDINANCE:**

The transactional costs associated with adoption of an ordinance to contract the District boundaries are nominal. The District will essentially function as it was originally intended. Any transaction costs associated with the boundary contraction will be funded by the Developer pursuant to a funding agreement, and will not be borne by the District or its residents.

The District is in the process of providing various community facilities and services to serve the properties within the Amended District. These facilities and services, and the estimated costs associated with the provision of each, are outlined below in Table 1.



**Table 1. Summary of Estimated Construction Costs for District Public Infrastructure Improvements – Amended District**

<u>Improvement</u>	<u>Estimated Cost</u>	<u>Funded by</u>	<u>O&amp;M Entity</u>
Stormwater Management	\$13,251,385.13	CDD	CDD
Roadways	\$7,561,605.52	CDD	City
Water & Wastewater Systems	\$4,832,494.57	CDD	City
Gas Utilities	\$574,514.50	CDD	City
Hardscape / Landscape / Irrigation	\$1,828,885.54	CDD	CDD
Amenities	\$5,000,000	CDD	CDD
Conservation	\$920,875	CDD	CDD
Offsite Improvements	\$747,924.06	CDD	City/FDOT
Professional Services	\$2,000,000	CDD	CDD
Contingency (10%)	\$3,671,768.43	CDD	As Above
<b>Total</b>	<b>\$40,389,452.76</b>		

To fund the cost of maintaining infrastructure that the District maintains, operation and maintenance assessments will be imposed on properties within the Amended District. As with the special assessments for infrastructure acquisition and construction, the property owner will be responsible for payment of these assessments on the basis of the amount of benefited property owned.

All persons choosing to acquire property in the Amended District will be responsible for such assessments in addition to the taxes or assessments imposed by the City or other taxing authorities.

In exchange for the payment of these special assessments, there are potential benefits to be derived by the future property owners. Specifically, these persons can expect to receive a higher level of services because they, the property owners, will elect the members of the District’s Board of Supervisors. Further, the District is limited in jurisdiction and responsibility to this single development. Therefore, the District should be extremely responsive to the needs of the property owners within the Amended District.

As mentioned above, some infrastructure improvements may eventually be dedicated to the City. However, such dedication is subject to the City agreeing to accept such dedications. As such, the City would be responsible for the cost of maintaining those improvements after ownership and/or control is transferred. Due to a number of factors, at this time it is difficult to project, with certainty, the City’s actual costs to operate the improvements, but it is expected that the City will be able to offset these costs with utility charges



and other available revenues, so that any actual impact to the City will be minimal. Furthermore, the City would incur these costs even if the District did not exist and alternative financing were utilized.

**5. AN ANALYSIS OF THE IMPACT ON SMALL BUSINESSES AS DEFINED BY S. 288.703, AND AN ANALYSIS OF THE IMPACT ON SMALL COUNTIES AND SMALL CITIES AS DEFINED IN S. 120.52:**

Amending the boundaries of the District should not have any negative impact on small businesses. Any business, large or small, has the option of locating in a community development district provided the local governmental authority has issued the appropriate land use approvals. Those that choose this option are subjected to the financial obligations imposed by the District and accrue the benefits resulting from being in the District.

Furthermore, the District must operate according to Florida's "Sunshine" laws and must follow certain competitive bidding requirements for certain goods and services it will purchase. As a result, small businesses should be better able to compete for District business serving the lands to be included within the District.

A CDD does not discriminate in terms of the size of businesses that can be located within the boundaries or transact business with the CDD.

The District, as amended, should have a positive impact on the small businesses of the local economy. As outlined above, success of the development should generate increased employment and stimulate economic activity in the area through increased construction expenditures related to infrastructure and private development, thus providing enhanced opportunity for small businesses.

The City of Leesburg is not defined as a small city for purposes of this requirement.

In addition, amending the boundaries of a CDD should not have a negative impact on small cities or counties, because the cost to construct the infrastructure is borne entirely by the property owners within the District.

**6. ANY ADDITIONAL INFORMATION THAT THE AGENCY DETERMINES MAY BE USEFUL:**

Certain data utilized in this report was provided by the Petitioner and represents the best information available at this time. Other data was provided by Rizzetta & Company, Incorporated and was based on



Rizzetta & Company

observations, analysis and experience with private development and other CDD's in various stages of existence.

**7. A DESCRIPTION OF ANY REGULATORY ALTERNATIVES SUBMITTED AND A STATEMENT ADOPTING THE ALTERNATIVE OR A STATEMENT OF THE REASONS FOR REJECTING THE ALTERNATIVE IN FAVOR OF THE PROPOSED RULE:**

Not applicable.



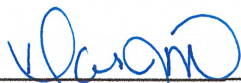
# EXHIBIT 8

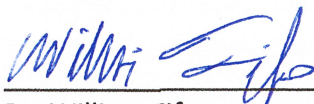
**AUTHORIZATION OF AGENT**


This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Grace Groves Community Development District, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to Amend the Boundaries of the Grace Groves Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

**WITNESSES:**

**GRACE GROVES COMMUNITY  
DEVELOPMENT DISTRICT**

  
Name: Darlene J. Miklos

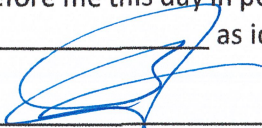
  
By: William Fife  
Chairman, Board of Supervisors

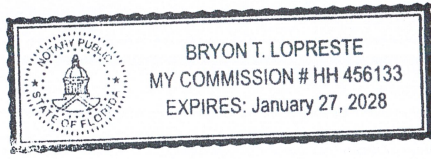
  
Name: Bryon T. LoPreste

Date: January 27, 2026

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27<sup>th</sup> day of January, 2026, by William Fife, as Chairman of Grace Groves Community Development District, who appeared before me this day in person, and who is either  personally known to me, or produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste  
Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

# City of Leesburg Lake Front City

## Agenda Memorandum

**Item No:** 6.D.1.

**Meeting Date:** April 27, 2026

**From:** Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

**Subject:** Resolution of the U.S. Highway 441/27 Community Redevelopment Agency (U.S. 441 27 CRA) of the City of Leesburg, Florida authorizing the Chairperson and Secretary to execute a resolution approving Fiscal Year 2026 Façade Sign, and Landscape Grant Awards; and providing an effective date.

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### **Staff Recommendation:**

Staff recommends approval of the attached request for funding of the annual Façade, Sign and Landscape Grant program for the projects located within U.S. Highway 441/27 Community Redevelopment Agency.

### **Analysis:**

The purpose of this program is to offer local businesses the opportunity to apply for grant funds to enhance the aesthetics of their properties, thereby beautifying the City of Leesburg's major corridors. The City of Leesburg has received two (2) more grant applications in the U.S. Highway 441/27 CRA. After review, staff is recommending funding shown in the attached Exhibit A. All construction is required to be completed within one (1) year of approval of the grant.

### **Procurement Analysis:**

N/A

### **Options:**

1. Approve the recommendation for funding the Façade, Sign and Landscape Grant program in the U.S. Highway 441/27 CRA as presented, or
2. Such alternative action as the Commission may deem appropriate.

### **Fiscal Impact:**

The total cost of the funding proposed within this request is **\$26,038.38**. Funds are available from U.S. Highway 441/27 Community Redevelopment Agency.

Account No. 018-6191-559-8214

Project No. CRASFP

Budget \$538,692.00

Available \$247,749.54

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

**RESOLUTION OF THE U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY (U.S. 441 27 CRA) OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE CHAIRPERSON AND SECRETARY TO EXECUTE A RESOLUTION APPROVING FISCAL YEAR 2026 FAÇADE SIGN, AND LANDSCAPE GRANT AWARDS; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE U.S. HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LEESBURG, FLORIDA:**

**THAT** the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida hereby authorizes staff to execute FSL Grant Awards in the amount of \$26,038.38, as shown in attached Exhibit A, pursuant to the requirements of the Façade, Sign and Landscape Grant Program.

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

**PASSED AND ADOPTED** by the U.S. Highway 441/27 Community Redevelopment Agency of the City of Leesburg, Florida, at a regular meeting held the 27th day of April 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

**EXHIBIT A****RECOMMENDED FUNDING FSL GRANTS IN 27 441 CRA 2026**

<b>Project #</b>	<b>Project Name</b>	<b>Improvements</b>	<b>General Location</b>	<b>CRA</b>	<b>REC FUNDING</b>
SGA-26-967	Southeastern Surveying	Exterior Painting, New Signage	8404 US Highway 441	27 441 CRA	\$6,385.88
SGA-26-883	Auto Sale & Boat Storage	Monument Sign	AK 3000072 (1516 US Highway 441)	27 441 CRA	\$19,652.50

**TOTAL = \$26,038.38**

SGA-26-883

**FSL GRANT APPLICATION**  
**FAÇADE IMPROVEMENT GRANT PROGRAM**

1. **Project Location (Address of Property to be improved)**

1516 E. Main St  
Leesburg, FL 34748

Assessor Parcel Number(s): 30-19-25-0200-001-00300

Name of Business(es) in Project Gayatrikrupa Inc

Building Frontage Measurement of Project: LED Digital Monument Sign

2. **Applicant Information:**

Name: Ujjaval Patel

Mailing Address: 2265 Crossbow St

City: Minneola State: FL Zip: 34715

Phone: 352-636-8579

Email: Ujay05@gmail.com

Do you Own, Rent or Lease the subject property? OWN

**\* If you are not the owner, the owner will need to co-sign this application. \***

3. **Businesses or Services Offered on Site:**

Auto sale & Boat storage

4. **Description of Proposed Improvements:**

Right Now we have old style 30ft  
pole with sign. Need to bring down &  
make it a nice <sup>Digital</sup> Design monument sign

5. **Please identify ways in which this project supports the Overlay District Concepts**

my property <sup>Right</sup> on 441. I am sure if we  
make our sign ~~be~~ presentable (looks nice) then  
our city Road also look nice & beautiful.

6. **Submittals** - Applications **must** include the following materials, if applicable, for consideration by the City:

- Photos of the Project
- Business Description
- Sign and/or Awning Renderings
- Color Samples

Architectural Concepts – If Applicable

7. **Estimated Costs and Timing:** Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all project work.

- a. Window or Door Replacement: \_\_\_\_\_
- b. Exterior paint or siding: \_\_\_\_\_
- c. Signage : ~~39,305~~ ~~38,200~~ 39,305.  $\frac{00}{5x}$
- d. Exterior Lighting: 3K
- e. Façade/Exterior Architectural Improvements: \_\_\_\_\_
- f. Architectural/Design Fees: \_\_\_\_\_
- g. Landscape/Hardscape Improvements: \_\_\_\_\_
- h. Awnings or Shutters: \_\_\_\_\_
- i. Building Permit/Planning Fees: \_\_\_\_\_
- j. Other Proposed Improvements (specify): \_\_\_\_\_
- k. \_\_\_\_\_
- l. \_\_\_\_\_
- m. \_\_\_\_\_

**TOTAL ESTIMATED COST:** ~~39,305~~ 42,305.  $\frac{00}{7x}$

**ESTIMATED COMPLETION DATE:** \_\_\_\_\_

**SIGNATURES**

Signed: UM  
Applicant and/or Property Owner

Date: 1/22/26

Printed Name: Ujjaval Patel

Signed: UM  
Property Owner – If Required

Date: 1/22/26

Printed Name: Ujjaval Patel

**This Section for City Use**

Amount Recommended: \$ \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Recommendation to Commission/CRA: \_\_\_\_\_

Action: \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING SECTION 7-170 OF THE CITY OF LEESBURG CODE OF ORDINANCES, AMENDING THE EXISTING FAÇADE, SIGN AND LANDSCAPE GRANT PROGRAM, EXPRESSING PURPOSE, ELIGIBLE LOCATIONS; CREATING AN APPLICATION PROCESS AND CRITERIA; SETTING FORTH REQUIREMENTS AND CONDITIONS; IMPLEMENTING PROCEDURES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.**

Section 7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby modified and readopted as set forth below:

**A. PURPOSE, COMPLIANCE AND DISCRETION**

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$50,000. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

**B. ELIGIBILITY REQUIREMENTS**

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the

City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed and applicants must be a permitted/conforming use within the district.

2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

### C. ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:
  - a. Replacement of windows and doors;
  - b. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
  - c. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
  - d. Landscaping when associated with a Façade Renovation Program, replacement of a nonconforming sign, or an overall improvement program for an existing improved property;
  - e. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
  - f. Awnings and shutters, other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis);
  - g. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

**\*NOTE: This list is illustrative.**

*All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03112 Historic District Ordinance and Guidelines.*

### D. NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund miscellaneous maintenance items not provided in Section C, interior renovations or roof repair. The FSL grant can be used to fully replace, non-conforming signs.

***Any improvements constructed or installed prior to City Council approval are not eligible.***

#### E. AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All façade, signage and landscaping grants shall be funded 90% by the City and 10% by the applicant. The City's portion shall not exceed \$50,000.

#### F. APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. It is the intent of the City Commission to conduct one FSL Grant Program annually, commencing on October 1<sup>st</sup> each year. All applications for funding shall be due on **November 15<sup>th</sup>** or the next immediate workday if the day is a holiday or weekend.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, there will be no deadline for application, provided that the application is processed pursuant to section F.4 of this policy.
4. The following application process shall be used for all grant applications submitted under this section:
  - a. The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:
    - i. City Hall – 501 West Meadow Street;
    - ii. Planning and Zoning Department - 204 South Fifth Street;
    - iii. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and iv.

The City of Leesburg website: [www.leesburgflorida.gov](http://www.leesburgflorida.gov).
  - b. The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, the City Comprehensive Plan and any other applicable plans.

#### **The application package includes the following:**

- i. Completed application;
- ii. Proof of ownership of the property;
- iii. Proof of paid property taxes (current and prior years); iv. Copy of an estimate for the work to be completed;
- v. Photos of area to be improved;
- vi. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.

- c. The applicant is responsible for all building and other permits and fees associated with the proposed project.
- d. Applicants are advised to submit a complete application and all supporting materials pursuant to the instructions in the packet. Incomplete applications may not be reviewed.
- e. The FSL Committee shall review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications, or deny the funding application.
- f. The FSL Committee shall consist of three (3) individuals, to include the City Manager or Deputy City Manager, the Planning and Zoning Director and the Housing Director.
- g. FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$50,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.
- h. The following FSL Grant selection criteria may be used to review and rate applications for final funding. Criteria is derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points, as follows:

Streetscape Aesthetics and Functionality and Quality of Design (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Points are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying nonconformities.

Conformity to City Regulations and Redevelopment Goals (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.

Removal of Slum and Blight and Positive Impact to Neighborhood (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg. iv.

Historic Preservation and Materials (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.

Previous Grant Assistance (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

#### G. GRANT AWARD BY THE CITY COMMISSION OR CRA COMMISSION

1. The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission of respective Community Redevelopment Agency (CRA) Board for final grant consideration. The Commission or CRA Board shall approve, approve with modifications or deny the funding application at a regular meeting of the City Commission or respective CRA meeting.
2. The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.
3. The City Commission or CRA Board shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's or CRA Board's decision shall be final.

#### H. FSL GRANT FINAL FUNDING TO APPROVED GRANT RECIPIENTS

1. For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.
2. Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission or CRA Board in order to receive payment.
3. If the project is not completed, has not commenced, is not approved at its final inspection, or does not receive its final inspection within one (1) year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission or CRA Board, may grant extensions.
4. Upon completion of the improvements and approval by the City and final inspection, the applicant must submit a "reimbursement package" to the City which shall include the following:
  - a. Completed reimbursement form (provided by the City);
  - b. Copies of applicable invoices or receipts;
  - c. Proof of payment for improvements; and,
  - d. Before/After photos of the improvements.

**I. MISCELLANEOUS INFORMATION**

1. The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.

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

**THE CITY OF LEESBURG, FLORIDA**

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Alan Reisman, Mayor

ATTEST:

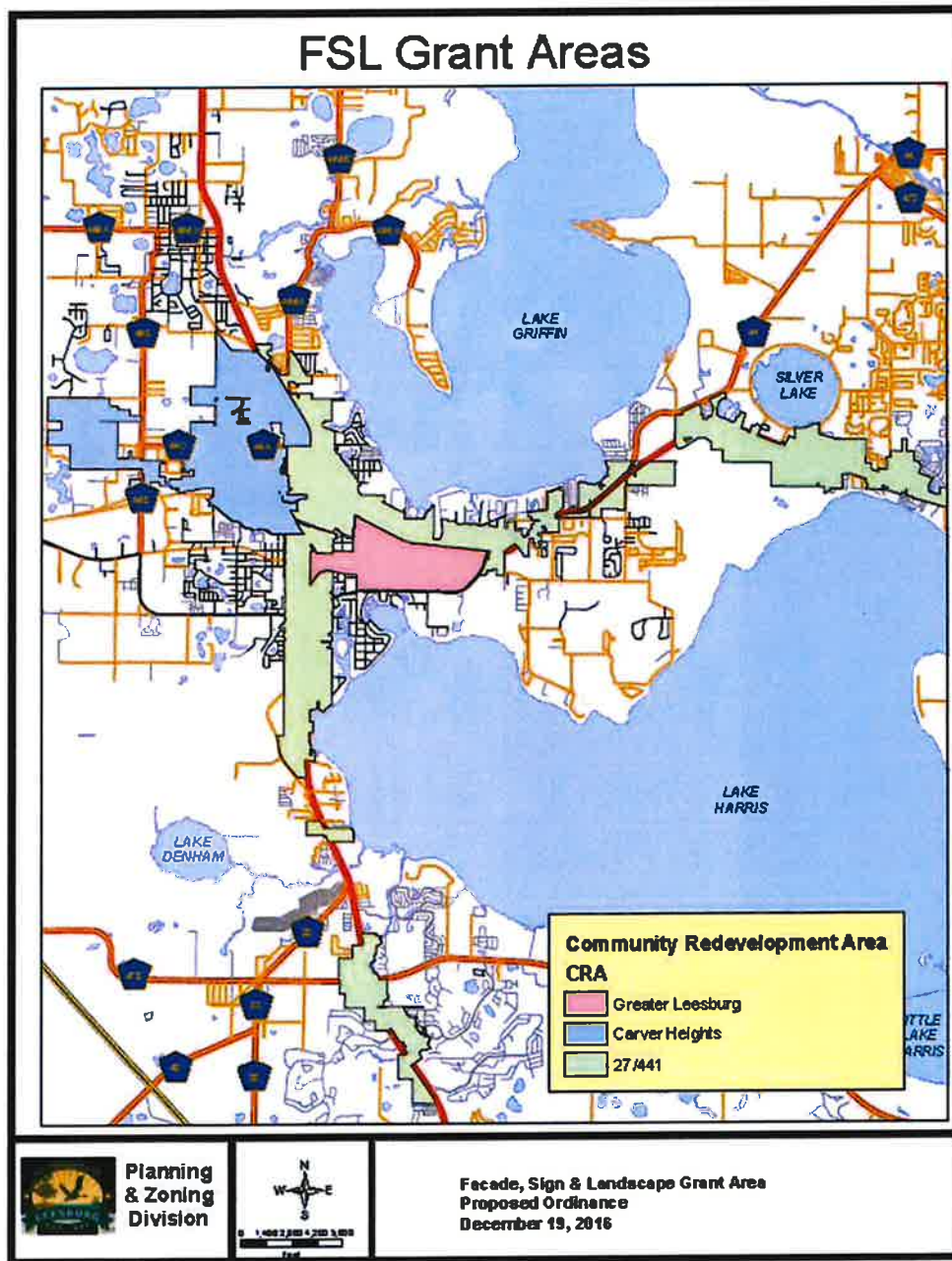
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City Clerk

**DISCLAIMER NOTE:**

*Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.*

**MAP OF CRA BOUNDARY**



**DAVID W. JORDAN**  
LAKE COUNTY TAX COLLECTOR

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**  
2025 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
3019250200-001-00300		3000072	00L3

PATEL UJJAVAL & NEELAM U LIFE  
ESTATE  
2265 CROSSBOW ST  
MINNEOLA, FL 34715

1516 E MAIN ST  
LAKE GRIFFIN PARK SW'LY 1/2 OF LOT 3,  
BLK 1 LYING NW'LY OF R/W OF HWY 441,  
LOT 4, BLK 1 LYING NW'LY OF R/W OF HWY  
441--LESS SW'LY 65 FT OF SE  
See Additional Legal on Tax Roll

**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602**

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
LAKE COUNTY GENERAL	170,151	0	170,151	5.0254	855.08	
AMBULANCE MSTU	170,151	0	170,151	0.4629	78.76	
ENVIRON LAND PURCHASE	170,151	0	170,151	0.0400	6.81	
WATER AUTHORITY	170,151	0	170,151	0.2940	50.02	
PUBLIC SCHOOLS						
BY STATE LAW	170,151	0	170,151	3.0870	525.26	
BY LOCAL BOARD	170,151	0	170,151	2.9980	510.11	
CITY OF LEESBURG	170,151	0	170,151	3.4752	591.31	
ST JOHNS WATER MGMT	170,151	0	170,151	0.1793	30.51	
N LAKE CNTY HOSP	170,151	0	170,151	0.3859	65.66	
<b>TOTAL:</b>				15.9477	<b>\$2,713.52</b>	

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F100 LEESBURG FIRE, NON-RES		69.30
<b>NON-AD VALOREM ASSESSMENTS:</b>		<b>\$69.30</b>

**COMBINED TAXES AND ASSESSMENTS: \$2,782.82**

<b>If Paid By</b>	Dec 05, 2025
<b>Please Pay</b>	\$0.00

Paid 11/19/2025 Receipt # 2025-00211187 \$2,671.51

**DAVID W. JORDAN**  
LAKE COUNTY TAX COLLECTOR

**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**  
2025 Paid Real Estate

**PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602**

<b>If Paid By</b>	Dec 05, 2025
<b>Please Pay</b>	\$0.00

1516 E MAIN ST

PATEL UJJAVAL & NEELAM U LIFE  
ESTATE  
2265 CROSSBOW ST  
MINNEOLA, FL 34715

LAKE GRIFFIN PARK SW'LY 1/2 OF LOT 3, BLK  
1 LYING NW'LY OF R/W OF HWY 441, LOT 4,  
BLK 1 LYING NW'LY OF R/W OF HWY  
441--LESS SW'LY 65 FT OF SE  
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
3019250200-001-00300		3000072	00L3

Paid 11/19/2025 Receipt # 2025-00211187 \$2,671.51

# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	PATEL UJJAVAL & NEELAM U LIFE ESTATE	<b>Alternate Key:</b>	3000072
<b>Mailing Address:</b>	2265 CROSSBOW ST MINNEOLA, FL 34715 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b>	30-19-25-0200- 001-00300
		<b>Millage Group and City:</b>	00L3 Leesburg
		<b>2025 Total Certified Millage Rate:</b>	15.9477
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a>
<b>Property Location:</b>	1516 E MAIN ST LEESBURG FL, 34748	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a>
		<b>School Information:</b>	<a href="#">School Locator &amp; Bus Stop Map</a> <a href="#">School Boundary Maps</a>
<b>Property Description:</b>	LAKE GRIFFIN PARK SW'LY 1/2 OF LOT 3, BLK 1 LYING NW'LY OF R/W OF HWY 441, LOT 4, BLK 1 LYING NW'LY OF R/W OF HWY 441--LESS SW'LY 65 FT OF SE'LY 140 FT-- PB 11 PG 9 ORB 4877 PG 2179 ORB 5180 PG 705 ORB 5245 PG 1348		

**NOTE:** This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

## Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AUTO SALES/STORAGE (2700)	0	0		44700.000	Square Feet	\$117,793.00	\$117,793.00

[Click here for Zoning Info Map](#)

[FEMA Flood](#)

## Commercial Building(s)

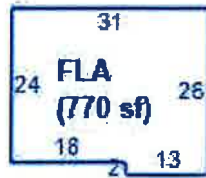
### Building 1

Commercial  
 Building Value: \$26,140.00  
 Building Use: OFFICE BLDG 1 STORY ( 17C )  
 Structure Type:

Summary		Section(s)		
Year Built:	1950	Section Type	No. Stories	Ground Floor Area
Total Effective Area:	846	COMMERCIAL CANOPY (COP)	1.00	76
Full Bathrooms:	1	FINISHED LIVING AREA (FLA)	1.00	770
Half Bathrooms:	0			
Elevators:	0			<a href="#">View Larger</a>
Elevator Landings:	0			
Residential Units:	0			
Kitchens:	0			

Fireplaces: 0

COP  
(76 sf)



## Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	18584	SF	1996	\$15,053.00
2	FENCE (CFEN1)	17240	SF	1996	\$9,930.00
3	CARPORT/POLE SHED UNFINISHED (CUCP2)	588	SF	1989	\$1,235.00

## Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
<a href="#">5245 / 1348</a>	02/19/2019	Warranty Deed	Unqualified	Improved	\$100.00
<a href="#">5180 / 705</a>	10/04/2018	Quit Claim Deed	Unqualified	Improved	\$38,500.00
<a href="#">4877 / 2179</a>	12/09/2016	Warranty Deed	Qualified	Improved	\$120,000.00
<a href="#">1791 / 293</a>	01/28/2000	Warranty Deed	Unqualified	Improved	\$1.00
<a href="#">1733 / 1648</a>	06/25/1999	Quit Claim Deed	Unqualified	Improved	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

## Values and Estimated Ad Valorem Taxes ⓘ

Values shown are 2026 Working Values. If you need a 2025 Property Record Card, please contact our office. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$170,151	\$170,151	\$170,151	5.0254	\$855.08
SCHOOL BOARD STATE	\$170,151	\$170,151	\$170,151	3.0870	\$525.26
SCHOOL BOARD LOCAL	\$170,151	\$170,151	\$170,151	2.9980	\$510.11
LAKE COUNTY WATER DISTRICT	\$170,151	\$170,151	\$170,151	0.2940	\$50.02
NORTH LAKE HOSPITAL DIST	\$170,151	\$170,151	\$170,151	0.3859	\$65.66

ST JOHNS RIVER FL WATER MGMT DIST	\$170,151	\$170,151	\$170,151	0.1793	\$30.51
CITY OF LEESBURG	\$170,151	\$170,151	\$170,151	3.4752	\$591.31
LAKE COUNTY MSTU AMBULANCE	\$170,151	\$170,151	\$170,151	0.4629	\$78.76
LAKE COUNTY VOTED DEBT SERVICE	\$170,151	\$170,151	\$170,151	0.0400	\$6.81
				<b>Total:</b>	<b>Total:</b>
				15.9477	\$2,713.52

## Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Additional Homestead Exemption (up to an additional \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Widow / Widower Exemption (up to \$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Blind Exemption (up to \$500)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Disability Exemption (up to \$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Disability Exemption (\$5,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Veteran's Combat Related Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Deployed Servicemember Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
First Responder Total and Permanent Disability Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Surviving Spouse of First Responder Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Conservation Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Tangible Personal Property Exemption (up to \$25,000)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>
Economic Development Exemption	<a href="#">Learn More</a> <a href="#">View the Law</a>
Government Exemption (amount varies)	<a href="#">Learn More</a> <a href="#">View the Law</a>

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

**Site Notice**



# ESTIMATE

SignCrafters of Central Florida, LLC  
1915 Greenleaf Ln  
Leesburg, FL 34748

billing@signcraftersflorida.com  
+1 (352) 323-1862  
www.signcraftersflorida.com



Bill to  
1516 Storage

**Estimate details**  
Estimate no.: 7419  
Estimate date: 01/15/2026  
Expiration date: 04/15/2026

Prepared by: Corey Hurd  
PO Number / Memo: 1516 Storage  
Monument

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Technical Site Survey	Technical Site Survey for 1516 Storage Signage at:  1516 E Main St, Leesburg, FL 34748  *Electrical Signage Must Have Dedicated Lockable Electrical Circuit within 6ft of Sign* *Additional Fees May Apply if Not Supplied Before Day of Install*  I:1 H:1 D:0.1 T:1 M:4 T:1 H:0 P:0	1	\$207.00	\$207.00
2.		Monument Sign	Monument Sign  "1516 STORAGE" Etc  Overall Size: 120" W x 144" H x 20" D  Double Sided LED Illumination Flat Face 6'W x 3'H - STAX EMC Digitally Printed Graphics Painted 2 Colors  For Internal Use Only: V:4.5 R:0 F:48 C:0 P:10 A:20 L:4	1	\$32,650.00	\$32,650.00
3.		Engineering	Sealed Engineered Monument Drawings	1	\$300.00	\$300.00

Required by City for Permit Submittal

4.	<b>Removal</b>	Removal of Pylon Sign Signage at:	1	\$1,232.00	\$1,232.00
		*Patching and Painting Not Included*			
		Keeping Existing Post and Footer			
		I:2 H:4.5 D:0.1 T:1 M:4 T:1 H:0 P:0			
5.	<b>Installation</b>	Installation of Monument Signage at:	1	\$1,857.00	\$1,857.00
		1516 E Main St, Leesburg, FL 34748			
		*Electrical Signage Must Have Dedicated Lockable Electrical Circuit within 6ft of Sign*			
		*Additional Fees May Apply if Not Supplied Before Day of Install*			
		I:2 H:8 D:0.1 T:1 M:4 T:1 H:0 P:0			
6.	<b>Permitting Procurement</b>	Acquisition fees: Staff Time for permit processing including final inspections.	1	\$500.00	\$500.00
		Please Note: On average the permitting process can take up to 4-6 weeks depending on the city.			
7.	<b>Permitting Procurement</b>	Acquisition fees: Staff Time for permit processing including final inspections.	1	\$500.00	\$500.00
		Please Note: On average the permitting process can take up to 4-6 weeks depending on the city.			
8.	<b>NOC</b>	Notice of Commencement Recording Services	1	\$50.00	\$50.00

Subtotal \$37,296.00

Sales tax \$2,009.00

**Note to customer**

Thank you for choosing SignCrafters for your signage needs. By engaging in any form of business, including but not limited to purchasing, requesting quotes, or availing our services, you hereby acknowledge and agree to abide by the terms and conditions outlined by SignCrafters.

**Total \$39,305.00**

Expiry date 04/15/2026

Accepted date

Accepted by



**1516  
STORAGE**

DRIVE - BY  
TRAILER & MORE

**352-308-9335**



**iStorage**

**istorage.com**

**LACEY & BUTLER  
DAN TATTO  
352-396-4116**

SGA-26-967

**FSL GRANT APPLICATION**  
**FAÇADE IMPROVEMENT GRANT PROGRAM**

**1. Project Location (Address of Property to be improved)**

8404 US 441 Leesburg, FL 34788

Assessor Parcel Number(s): 01-19-25-0500-038-00801

Name of Business(es) in Project Southeastern Surveying and Mapping Corporation

Building Frontage Measurement of Project: +/- 275' - One sign affixed to the building and one with marquee display at the road side.

**2. Applicant Information:**

Name: Southeastern Surveying and Mapping Corporation

Mailing Address: 550 S. Highland Street

City: Mount Dora State: FL Zip: 32757

Phone: 352-358-3689

Email: Contracts@SoutheasternSurveying.com

Do you Own, Rent or Lease the subject property? Lease

\* If you are not the owner, the owner will need to co-sign this application. \*

3. **Businesses or Services Offered on Site:**

Land Surveying, Subsurface Utility Engineering and Graphic Information Systems

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4. **Description of Proposed Improvements:**

Have a Sign Company refinish 2 new signs, one for the road and one for the building. Repair the facade and electrical components of the marquee road sign. Have the exterior of the building painted and sealed.

5. **Please identify ways in which this project supports the Overlay District Concepts**

By repairing the facade and electrical components on the road sign and updating the faded appearance of the buildings exterior, we will help add to the aesthetics of US Highway 441, adding light to the area for presence and safety. We feel it will aid in our visibility as well as promoting a professional image and potential of Leesburg.

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6. **Submittals** - Applications **must** include the following materials, if applicable, for consideration by the City:

- Photos of the Project
- Business Description
- Sign and/or Awning Renderings
- Color Samples

○ Architectural Concepts – If Applicable

7. **Estimated Costs and Timing:** Please provide copies of three vendor bids/estimates or other documentation of cost estimates for all project work.

- a. Window or Door Replacement: \_\_\_\_\_
- b. Exterior paint or siding: Average of all quotes = \$2910.29
- c. Signage Average of all quotes = \$3475.59
- d. Exterior Lighting: \_\_\_\_\_
- e. Façade/Exterior Architectural Improvements: \_\_\_\_\_
- f. Architectural/Design Fees: \_\_\_\_\_
- g. Landscape/Hardscape Improvements: \_\_\_\_\_
- h. Awnings or Shutters: \_\_\_\_\_
- i. Building Permit/Planning Fees: \_\_\_\_\_
- j. Other Proposed Improvements (specify): \_\_\_\_\_
- k. \_\_\_\_\_
- l. \_\_\_\_\_
- m. \_\_\_\_\_

**TOTAL ESTIMATED COST:** The marquee cannot be quoted without a proper diagnosis. The Diagnosis fee is \$350.00 The total estimated cost for acrylic signs and painting is \$6385.88.

**ESTIMATED COMPLETION DATE:** 2-3 days for completion. Hoping to have it completed by May 1st 2026

**SIGNATURES**

Signed: Alex Jenkins

Date: 3/27/25

Applicant and/or Property Owner

Printed Name: Alex D. Jenkins

Date: 3/30/26

Signed: Tracey Dean Property Owner – If Required

Printed Name: Tracey Dean

**This Section for City Use**

Amount Recommended: \$ \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Recommendation to Commission/CRA: \_\_\_\_\_

Action: \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING SECTION 7-170 OF THE CITY OF LEESBURG CODE OF ORDINANCES, AMENDING THE EXISTING FAÇADE, SIGN AND LANDSCAPE GRANT PROGRAM, EXPRESSING PURPOSE, ELIGIBLE LOCATIONS; CREATING AN APPLICATION PROCESS AND CRITERIA; SETTING FORTH REQUIREMENTS AND CONDITIONS; IMPLEMENTING PROCEDURES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.**

Section 7-170 of the Code of Ordinances of the City of Leesburg, Florida, is hereby modified and readopted as set forth below:

**A. PURPOSE, COMPLIANCE AND DISCRETION**

1. The City of Leesburg's Façade, Signage and Landscaping Improvement Grant Program (FSL Grant) is a program designed to encourage private investment in visible exterior property, building and sign improvements that enhance the value of commercial/residential property; while meeting the intent and mission of the City to improve the aesthetics and ambiance of specific major corridors. The program may provide as much as \$50,000. Funds appropriated annually by the City Commission and funding shall be available on a first come first serve basis. However, the program may be subject to the availability of funds, as determined by the City Commission.
2. FSL Grants must support the goals of the City Commission and be in compliance with corresponding building signage, architectural standards and other City regulations.
3. Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the City Commission's discretion due to a number of circumstances such as funding limitations, competing applications, and/or competing priorities.

**B. ELIGIBILITY REQUIREMENTS**

1. The FSL Grant Program is available to businesses and/or building owners that are located with the target districts, as specified in Exhibit "A". These districts include areas within the

City's CRA boundaries that have frontage on roadways to include U.S.27, U.S. 441, Main Street, plus all properties fronting Dixie Avenue and South Street. Businesses applying for the FSL Grant must be properly licensed and applicants must be a permitted/conforming use within the district.

2. Applications will not be accepted from property owners (and tenants of the property owners) who are delinquent on their property taxes. Applicants must not have any outstanding code liens or code violations that cannot be remedied with this grant assistance.

### C. ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program shall provide matching funds for exterior (street side) improvements that are consistent with and further the implementation of the Land Development Code, respective CRA Redevelopment Plans and the City Comprehensive Plan. Funds may be used for the following improvements:
  - a. Replacement of windows and doors;
  - b. Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with other major exterior improvements such as roof line changes, dormers, gable.
  - c. New signs as part of an overall improvement program for an existing improved property and removal of existing non-conforming and blighted signs;
  - d. Landscaping when associated with a Façade Renovation Program, replacement of a nonconforming sign, or an overall improvement program for an existing improved property;
  - e. Exterior architectural amenities (e.g., addition or improvement of balconies, porches or arcades);
  - f. Awnings and shutters, other exterior (street-side) façade improvements (considered by the Commission on a case-by-case basis);
  - g. Architectural, engineering or landscape architectural services to design improvements may be funded through this program (maximum of 10% of total grant award).

**\*NOTE: This list is illustrative.**

*All architectural designs, materials and colors must be consistent with the historic and architectural heritage of the City of Leesburg Code of Ordinances adopted under Ordinance 16-35 Architectural Design Standards and Ordinance 03112 Historic District Ordinance and Guidelines.*

### D. NON-ELIGIBLE IMPROVEMENTS

1. The FSL Grant Program cannot be used to fund miscellaneous maintenance items not provided in Section C, interior renovations or roof repair. The FSL grant can be used to fully replace, non-conforming signs.

***Any improvements constructed or installed prior to City Council approval are not eligible.***

#### E. AVAILABLE FUNDING AND MATCHING REQUIREMENT

1. The City shall fund this program from various sources to include, the Downtown Leesburg CRA; 441/27 CRA; Carver Heights CRA; and the General Fund. It is anticipated that 3-5 projects per year will receive funding; however, if additional funding is available, more funding cycles may be considered.
2. All façade, signage and landscaping grants shall be funded 90% by the City and 10% by the applicant. The City's portion shall not exceed \$50,000.

#### F. APPLICATION PROCESS AND DEADLINE

1. Applications will be accepted on a first come, first served basis.
2. It is the intent of the City Commission to conduct one FSL Grant Program annually, commencing on October 1<sup>st</sup> each year. All applications for funding shall be due on **November 15<sup>th</sup>** or the next immediate workday if the day is a holiday or weekend.
3. Application deadlines may change if funding levels permit additional grant cycles. In that case, there will be no deadline for application, provided that the application is processed pursuant to section F.4 of this policy.
4. The following application process shall be used for all grant applications submitted under this section:
  - a. The applicant receives an FSL Grant Program Application. Application forms are available in the following locations:
    - i. City Hall – 501 West Meadow Street;
    - ii. Planning and Zoning Department - 204 South Fifth Street;
    - iii. The Leesburg Area Chamber of Commerce- 1195 W Magnolia St.; and iv. The City of Leesburg website: [www.leesburgflorida.gov](http://www.leesburgflorida.gov).
  - b. The applicant completes the application and submits it to the City for review and consistency with the CRA Redevelopment Plan, the Land Development Code, the City Comprehensive Plan and any other applicable plans.

**The application package includes the following:**

- i. Completed application;
- ii. Proof of ownership of the property;
- iii. Proof of paid property taxes (current and prior years); iv. Copy of an estimate for the work to be completed;
- v. Photos of area to be improved;
- vi. Other information as needed to ensure all proposed work will be performed to meet the guidelines herein.

- c. The applicant is responsible for all building and other permits and fees associated with the proposed project.
- d. Applicants are advised to submit a complete application and all supporting materials pursuant to the instructions in the packet. Incomplete applications may not be reviewed.
- e. The FSL Committee shall review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission for final grant consideration. The Commission shall approve, approve with modifications, or deny the funding application.
- f. The FSL Committee shall consist of three (3) individuals, to include the City Manager or Deputy City Manager, the Planning and Zoning Director and the Housing Director.
- g. FSL grant applications will not be considered if the single building/property under the same ownership has received maximum grant funds (\$50,000) within two previous fiscal years. Additionally, points will be awarded to first time applicants and/or applicants that have not previously received a grant in the past two years.
- h. The following FSL Grant selection criteria may be used to review and rate applications for final funding. Criteria is derived from the goals and objectives of the City's adopted Redevelopment Plan(s), as well as the City's adopted Comprehensive Plan. Criteria are weighted with a maximum score of 100 points, as follows:

Streetscape Aesthetics and Functionality and Quality of Design (Up to 30 Points) – Degree to which the proposed project enhances the streetscapes of Leesburg, including the addition or enhancement of display windows, awnings, landscaping, handicapped accessibility and architectural amenities such as arcades, balconies and porches. Points are awarded for achieving the goals of the Redevelopment District, the Comprehensive Plan and remedying nonconformities.

Conformity to City Regulations and Redevelopment Goals (Up to 25 Points) – Degree to which the proposed project promotes the character of Leesburg and promotes redevelopment goals through the use of urban design principles, site design, architecture, materials, color, landscaping and other visual elements.

Removal of Slum and Blight and Positive Impact to Neighborhood (Up to 25 Points) – Degree to which the proposed project upgrades or eliminates substandard structures, code violations and/or eliminates non-conforming uses, as well as achieving the redevelopment goals of the City of Leesburg. iv.

Historic Preservation and Materials (Up to 15 Points) – Degree to which the proposed project promotes the historic character of Leesburg, through historic preservation, adaptive re-use of historic structures, site design, architecture, materials, landscaping and other visual and physical amenities.

Previous Grant Assistance (Up to 5 Points) – Applicants who have not been awarded the grant in the previous two years are eligible for five (5) points.

#### G. GRANT AWARD BY THE CITY COMMISSION OR CRA COMMISSION

1. The FSL Committee will review the applications according to the program selection criteria and shall score the grant application based upon the FSL grant criteria established herein. The FSL Committee shall forward a recommendation to the City Commission of respective Community Redevelopment Agency (CRA) Board for final grant consideration. The Commission or CRA Board shall approve, approve with modifications or deny the funding application at a regular meeting of the City Commission or respective CRA meeting.
2. The FSL Committee consists of three (3) individuals, including the City Manager or Deputy City Manager, the Planning and Zoning Manager, and the Housing Director.
3. The City Commission or CRA Board shall have sole authority to award FSL grants. If a grant application is denied, the applicant may reapply during the next funding cycle. The Commission's or CRA Board's decision shall be final.

#### H. FSL GRANT FINAL FUNDING TO APPROVED GRANT RECIPIENTS

1. For approved grant projects, prior to construction of improvements, the applicant must submit and receive applicable building and other regulatory permits.
2. Approved Applicants will receive grant funds after the project is completed and all associated costs have been paid. Upon completion of approved work, in order to receive grant payment, the applicant must submit documentation of work completed and proof of payment. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the improvement project. Release of funds is subject to submission, review and approval of this documentation. All improvements must be completed essentially as presented to the City Commission or CRA Board in order to receive payment.
3. If the project is not completed, has not commenced, is not approved at its final inspection, or does not receive its final inspection within one (1) year of award, the grant award shall expire and the applicant shall not receive pledged funds. The applicant may request a six-month extension. Only the Commission or CRA Board, may grant extensions.
4. Upon completion of the improvements and approval by the City and final inspection, the applicant must submit a "reimbursement package" to the City which shall include the following:
  - a. Completed reimbursement form (provided by the City);
  - b. Copies of applicable invoices or receipts;
  - c. Proof of payment for improvements; and,
  - d. Before/After photos of the improvements.

**I. MISCELLANEOUS INFORMATION**

1. The City of Leesburg is required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the City. This information is confidential and will only be used for informational return reporting purposes. Grant recipients must sign and return a W9 form to the City before funds can be distributed.

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

**THE CITY OF LEESBURG, FLORIDA**

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Alan Reisman, Mayor

ATTEST:

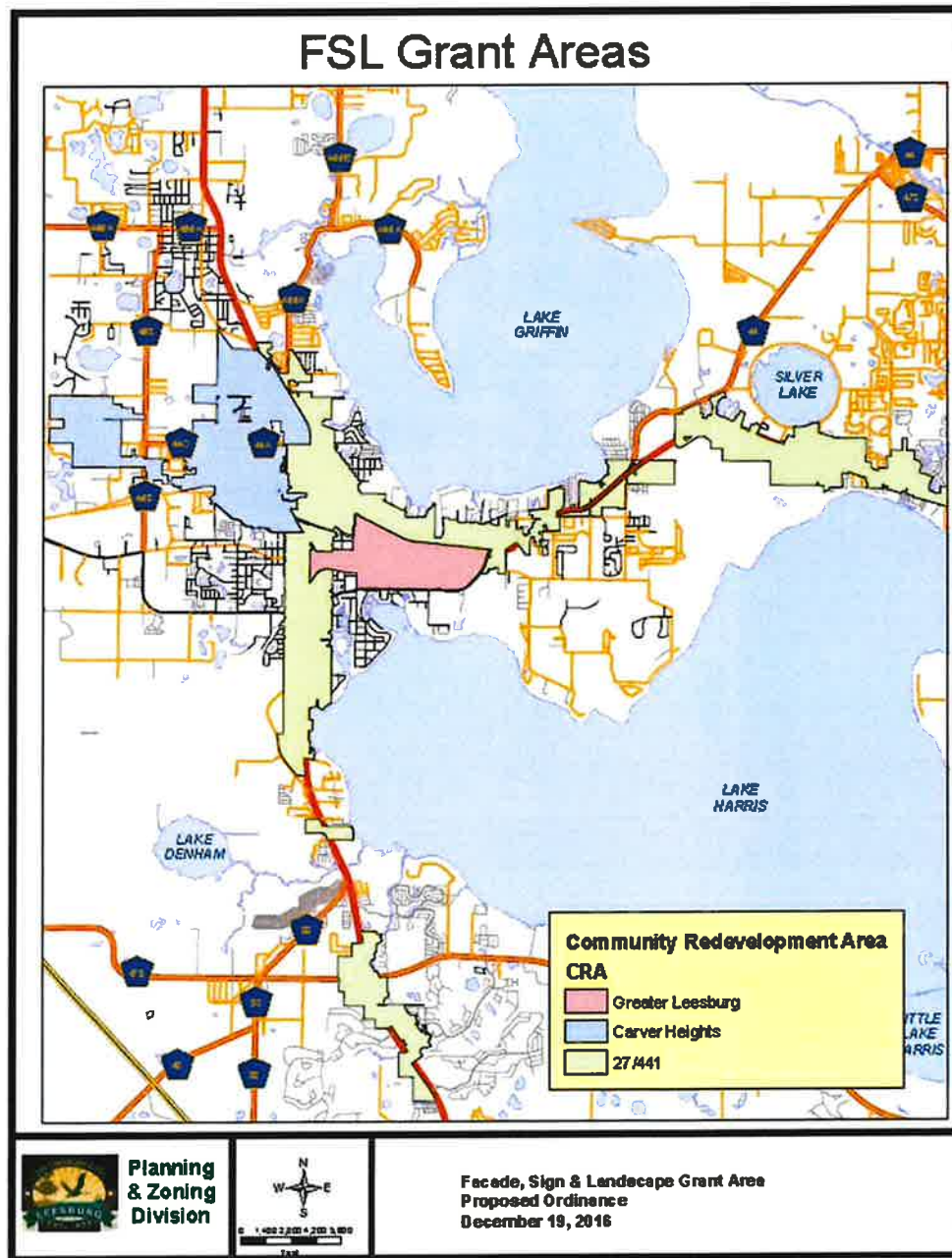
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City Clerk

**DISCLAIMER NOTE:**

*Neither the City of Leesburg, nor its affiliates, shall be responsible for planning, design, or construction of improvements to property owned by the applicant. No warranties or guarantees expressed or implied by the description of, application for, or participation in the Façade, Signage and Landscaping Improvement Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans for construction.*

**MAP OF CRA BOUNDARY**





**SSMC**<sup>TM</sup>

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[www.southeasternsurveying.com](http://www.southeasternsurveying.com)

Southeastern  
Surveying & Mapping Corp.



Paint colors :



RGB 55, 74, 104



RGB 184, 202,  
238

## Summary of Quotes Received

Sign Company	Quote	Timeline	Notes
Sign Crafters of Florida	\$2,627.55	2-3 days	3/16"
Fast Signs	\$2,753.31	2-3 days	1/8"
Jay Berry Signs	\$3,350.00	2-3 days	3/16"

Painting Company	Quote	Timeline
Kelley Painting	\$2,615.00	3-4 days
Five Star Painting	\$4,191.78	3-4 days
Luna Master Painting	\$3,620.00	3-4 days



**KELLEY PAINTING**  
SERVICES

Chris Senatore  
Estimator  
352.646.7465  
residential@kelleypsfl.com

# Estimate

**Kelley Painting Services of Florida, LLC.**  
1217 Robie Ave  
Mount Dora, FL 32757  
352.646.7465  
www.kelleypaintingservices.com

Contact	Job Address	Estimate ID	Date
<b>Lyndsey Russell</b> Russell Commercial Exterior (acct) 8404 US Highway Leesburg, FL lrussell@southeasternsurveyi 352.358.3689	Southeastern Surveying 8404 US Highway Leesburg, FL 34748	762	Mar 18, 2026  Expires  Dec 23, 2026

Item \$

\$2,615.00

## Exterior Building

### Inclusions:

- Apply RGB Color(55,74,104) in Sherwin Williams Duration
- Pressure Washing
- All Stucco
- Caulking all Cracks around building
- Window Trim
- Screw Shutters where failing
- Paint all Shutters white
- Columns in front of building
- Bollards(safety yellow)
- 1 exterior door on side of building

### Exclusions:

- Soffits/Fascia
- Wood Entrance Ceiling(just pressure wash)
- Wood Columns on Front(just pressure wash)
- Storefront Doors on front

Total

\$2,615.00



**Luna Master Painting**  
LLC & Insured

**Luna Master Painting**  
35546 Shelley Drive  
Leesburg, Florida 34788  
United States

(352)-408-8445  
www.lunamasterpainting.com

## Estimate

BILL TO  
**Lyndsey Russell**  
Lyndsey Russell  
8404 US 441  
Leesburg, Florida 34788  
United States

4075956856  
lrussell@southeasternsurveying.com

**Estimate Number:** 189  
**Estimate Date:** March 20, 2026  
**Valid Until:** April 19, 2026  
**Grand Total (USD):** \$3,620.00

Services	Quantity	Price	Amount
<b>Exterior Commercial Painting</b> Exterior Commercial Painting of Building.  Painting of exterior walls (blue), painting of exterior trim, window trims, shutters, soffits, fascia, and rear doors. (white).  Painting of front road sign.  (Excludes painting of front doors, front wooden ceiling.)  Includes power washing if water is available at facility.  It also includes all paint and materials from Sherwin-Williams (Paint will be color matched with provided color pallet.)	1	\$3,620.00	\$3,620.00
<b>Grand Total (USD):</b>			<b>\$3,620.00</b>

**Notes / Terms**

Terms: This estimate lists the price for a painting service, all materials is to be as specified and the above work is to be performed as proposed above in a substantial workmanlike.

Quote#: 3991 Title: Exterior Quote

Date: 03/19/2026

Estimator: Rafael Hernandez

Cell Phone: (407) 800-9099 Office Phone: (407) 992-8799

Mailing Address: rafael.hernandez@fivestarpainting.com



## Customer Quote

Locally Owned and Independently Operated

Lyndsey Russell  
Russell@southeasternsurveying.com  
(352) 358-3689

Billing: 8404 US Highway 441  
Leesburg, FL 34788

Service: 8404 US Highway 441  
Leesburg, FL 34788

Customer Notes: Paint on the body, soffit, fascia, door, shutters, trims, sign.

Not Included: Ceiling, carport, fence, windows, new stucco, driveway, floors, sidewalks, columns, beams, gutters, downspouts.

## Details

- Cleaning: We will clean the site daily and upon completion.
- Caulking: Caulk all gaps and cracks to seal and protect against moisture. Elastomeric product has a lifetime warranty.
- Power Washing: Remove dirt, mildew, cobwebs and other debris to allow for proper paint adhesion and expose areas needed for scraping.
- Patch and Seal: All holes and cracks will be filled prior to painting.
- First coat of paint will be applied spraying the Body and second coat is going to be rolled right after spraying enough paint on the stucco.
- Five Star team to clean up daily, and a thorough clean up at job completion.
- Multiple ladders or scaffolding may be used to prevent overlap marks commonly seen when a home is painted from a single ladder.
- Unless specified otherwise, Five Star Painting will spray body and brush and roll trim.
- Five Star will conduct a thorough walk-around with the customer to ensure nothing is missed.
- Thorough caulking will be done anywhere wood meets wood and where previously caulked.

Power Wash	Masking Sections	Building
Power Washing: Remove dirt, mildew, cobwebs and other debris to allow for proper paint adhesion and expose areas needed for scraping. Labor: \$140.00	Masking: Mask and cover areas (such as windows, brick, patios) to prevent overspray. Labor: \$89.25	Paint: Sherwin Williams Super Paint Ext. Satin Color Satin (2 Coats) Color: Match blue Labor: \$1,770.87

Sign	Soffit	Fascia
Paint: Sherwin Williams Super Paint Ext. Satin Color Satin (2 Coats) Color: Match blue Labor: \$204.17	Paint: Sherwin Williams Super Paint Ext. Satin Color Satin (1 Coat) Labor: \$409.50 Product: Soffit	Paint: Sherwin Williams Super Paint Ext. Satin Color Satin (1 Coat) Labor: \$153.40 Product: Fascia

Outside Trim	Outside Trim	Outside Trim
Doors	Jambs	Shutters
Count: 1	Count: 1	Count: 4
Paint: Sherwin Williams Super Paint Ext.	Paint: Sherwin Williams Super Paint Ext.	Paint: Sherwin Williams Super Paint Ext.
Satin Color Satin (2 Coats)	Satin Color Satin (2 Coats)	Satin Color Satin (2 Coats)
Labor: \$83.34	Labor: \$33.33	Labor: \$106.67

Outside Trim
Misc. Trim
Paint: Sherwin Williams Super Paint Ext.
Satin Color Satin (2 Coats)
Color: White
Labor: \$225.00

Total
Materials: \$976.25
Labor: <b>\$3,215.53</b>
Subtotal: \$4,191.78
Total: \$4,191.78
Payment: \$0.00
Balance Due: \$4,191.78

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum stated above. Any alteration or deviation from the specification involving extra costs will become an extra charge over and above the quote. All accounts are due and payable upon completion of work as described above. In the event suit is brought, the prevailing party shall recover its attorney fees and costs. Finance charge of 1.5% per month will be applied on all past due accounts. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal may be withdrawn if not accepted within 15 days.

I hereby grant Five Star Painting permission to use my, and my property's, likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the Five Star Painting and will not be returned. I hereby hold harmless, release, and forever discharge the Five Star Painting from all claims, demands, and causes of action.

I agree to the payment terms and contract stated above:

Authorization to begin work (Client): \_\_\_\_\_

Work Completed to satisfaction (Client): \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Customer Focused, Quality Driven™**  
 Visit [FiveStarPainting.com/warranty](http://FiveStarPainting.com/warranty) for details on our 2-year warranty.



