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

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held June 22, 2026

B. PURCHASING ITEMS:

1. **Purchase request by the Fire Department for the purchase of one (1) Physio-Control LifePak 35 Cardiac Monitor/Defibrillators with accessories from Stryker Sales, LLC for a total purchase cost of $55,972.18.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for sidewalk construction on Baker Street; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 4 to an existing Construction Services Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc.; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida designating Leesburg as a BEE CITY USA affiliate; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from THISISLEESBURG, LLC, joined by Bank Ozk; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Two Boat Investments, LLC, joined by Citizens First Bank; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Petralanda Properties, LLC; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Phillips Family Partnership, LLLP, joined by Linda Phillips Family Trust, dated July 3, 2012; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2026-27 to the Lake County Property Appraiser; and providing an effective date.**

7. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Gas, Wastewater and Gas Tax Funds for the Third Quarter; and providing an effective date.**

8. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing amendments to Personnel Policy 340 to designate Leesburg Bikefest (the last Friday in April) and New Year's Eve (December 31) as paid holidays for eligible City employees; and providing an effective date.**

9. **Resolution of the City Commission of the City of Leesburg, Florida, Authorizing an Amendment to the 401a City of Leesburg General Employees Retirement Plan Agreement to increase the City's Employer Contribution from Five Percent (5%) to Eight Percent (8%); and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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

A. SECOND READING OF ORDINANCES:

1. **None**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.30 +/- acres from City R-3 (High Density Residential) to C-3 (Highway Commercial); for a property generally located south of E North Boulevard, east of E Dixie Avenue, and north of E Main Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Goodman RZ)**

2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 65.0 +/- acres; and being generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, lying in Section 36, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City**

Commission District 4; and providing an effective date. (JCQ Leesburg Palmetto Drive ANNX)

3. **An Ordinance of the City of Leesburg, Florida, changing the future land use designation of approximately 65.0 +/- acres, from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township 20 South, and Range 24 East, in Lake County, Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive LSCP)**

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 65.0 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township 20 South, Range 24 East, in Lake County Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive RZ)**

5. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 57.82 +/- acres; and being generally located south of CR 48, north of Shady Grove Road, and east of the Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Merritt Ranch ANNX)**

6. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 445.38 +/- acres; and being generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch LSCP)**

7. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 445.38 +/- acres from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 586 single-family homes, for a property generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch PUD)**

C. NON-ROUTINE ITEMS:

1. None

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

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

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

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, JUNE 22, 2026 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, June 22, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

Commissioner Jimmy Burry was absent. Also, present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Jennifer Cotch in for Grant Watson, Deputy City Clerk (DCC) Andrea Clark, the news media, and others.

INVOCATION

Mayor Berry gave the invocation and the Pledge of Allegiance during the Greater Leesburg Community Redevelopment Agency meeting held immediately prior to the commission meeting.

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

2. PROCLAMATIONS:

A. Proclaim City of Leesburg Election for November 3, 2026

Mayor Berry read a proclamation calling for the City of Leesburg Municipal Election to be held on November 3, 2026, to elect three City Commission members to four-year terms beginning January 4, 2027. The ballot will include Seat 1 (District 1), currently held by Allison E. Berry, Seat 2 (District 2) currently held by Alan Reisman, and Seat 3 (District 3), currently held by Mike Pederson.

3. PRESENTATIONS:

A. <u>Employee Service Award Recognitions:</u>

Five Years: Janelle Smith, Finance; and Robert Voyles, Library
Twenty Years: Sabrina Mitchell, Planning & Zoning
Twenty-Five Years: David Lott, Information Technology

Human Resources Director, Melissa Arriaga, and CM Minner presented employee service awards recognizing staff for their years of service. Congratulations were extended to all honorees.

B. 2026 BikeFest Financial Report

Recreation Director (RD) Travis Rima presented the 2026 BikeFest report, noting that attendance trends from 2021-2026 have remained consistent, with estimated crowds holding steady despite limitations in tracking due to the event's location around government buildings. RD Rima reported positive feedback from downtown businesses, public safety agencies, and event partners, highlighting strong organization and preparedness. Regional impact data indicated approximately 118,000 hotel room nights, 209,000 visitors a day, and an estimated $46 million economic impact.

RD Rima reported that the event generated approximately $503,000 in revenue against $444,000 in expenses, resulting in a net profit of about $58,871, an increase from the prior year. He noted that future profit expectations are projected to remain around $60,000 annually, with potential options for use of funds including reserves, reimbursements for in-kind services, restricted funds for future events, or limited civic funding. Final decisions regarding fund allocation will be discussed during upcoming budget workshops.

Commissioner Reisman, Commissioner Pederson and Mayor Berry, commended the staff for a successful and well-executed event and expressed appreciation for the positive financial outcome.

4. PUBLIC COMMENTS:

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D'Manni Nettles, 1014 Griffin Road, Apartment 25, Leesburg, Florida, expressed appreciation for the City's housing beautification programs, noting their positive impact on neighborhood improvements, while suggesting a more targeted street-by-street approach for greater visibility. He raised concerns regarding limited homeownership outcomes, stating that only one family has reportedly transitioned from renting to homeownership through City-supported efforts in the past three years, and requested clarification if that information is incorrect. He questioned whether sufficient resources are being allocated toward homeownership initiatives, suggesting the City consider dedicating annual funding for incentives to assist multiple families each year. Mr. Nettles also inquired about the lack of regular first-time homebuyer seminars, the need for stronger local down payment assistance programs, and reliance on the Lake County SHIP program. Additionally, he expressed concerns about transitional housing efforts, emphasizing the need for measurable plans to move residents toward self-sufficiency and homeownership. He concluded by calling for greater accountability and measurable outcomes related to increasing homeownership opportunities in the community.

Pastor John Christian, 903 County Road 468, spoke on behalf of the Christian Worship Center and the Florida Central Church of God in Christ Ecclesiastical Jurisdiction, expressing appreciation to Mayor Berry, the City Commission and City staff for their support during a recent church convention. He noted

that approximately 64 churches were represented, with attendees traveling from multiple cities, and commended the City for its welcoming atmosphere, safety, and positive environment, particularly in the Pine Street area. He also highlighted a Juneteenth-related outdoor event held in partnership with the City, which received positive feedback from attendees. Mr. Christian stated that a significant number of hotel rooms were booked during the event, contributing to the local economy, and thanked the City for its assistance and hospitality.

Gary Sligh, 1012 West Main Street, representing the Downtown Leesburg Business Association, reported on the use of a CRA grant awarded in the prior year. He stated that the funds were used to establish a cooperative advertising initiative, securing contracts for three electronic billboards located along major thoroughfares in the city. Mr. Sligh noted that 12 downtown businesses are currently participating in the program, which requires DBA membership, and allows small businesses to access billboard advertising at a shared cost of approximately $40 per month. He indicated the program has been successful and may expand to include additional businesses, and provided an example of the advertising for review.

5. CONSENT AGENDA:

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No items were pulled for discussion.

Commissioner Reisman moved to adopt the Consent Agenda, and Commissioner Pederson seconded the motion.

The roll call vote was:
Commissioner Connell Yes
Commissioner Pederson Yes
Commissioner Reisman Yes
Mayor Berry Yes

Four 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 June 8, 2026

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with GSB Construction & Development, Inc. for the Commercial Hangar Building project; and providing an effective date.

ADOPTED RESOLUTION 12,241

2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Advanced Roofing Inc. for the roof replacement of Fire Stations 62 and 64 for the amount of $85,550.00; and providing an effective date.

ADOPTED RESOLUTION 12,242

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Director of the Gas Department to approve discounted gas transactions (prepays) and associated documents under the Gas Services Agreement with Florida Gas Utility, including documents regarding extensions of the term of such transactions in accordance with the agreement; and providing an effective date. (Prepay Gas Directive)

ADOPTED RESOLUTION 12,243

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Arlington Ridge Community Development District; and providing an effective date.

ADOPTED RESOLUTION 12,244

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
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Mayor Berry asked the city attorney to perform the swearing-in. CA Cotch asked for anyone wishing to speak on Agenda Item 6.A.1 County Road 33 Community Development District (CDD) Expansion to stand and raise their right hand. She swore them all in.

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, amending the boundaries for the County Road 33 Community Development District established pursuant to Ordinance 23-58; providing a severability clause; addressing conflicts; and providing an effective date. (CR 33 CDD Expansion)**

ADOPTED ORDINANCE 26-17

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.

Planning and Zoning Director (PZ&D) Dan Miller, presented a request for an ordinance amending the boundaries of the existing County Road 33 Community Development District (CDD), originally established under Ordinance 22-58. He explained that the current CDD includes the Preservation Place Subdivision and Phases 1 and 2 of the Banning Ranch subdivision. The proposed amendment would add the Tierra Vista subdivision and Banning Ranch Phases 3, 4, and 5, increasing the total acreage from approximately 441 acres to 1,143 acres. PZ&D Miller stated the purpose of the amendment is to consolidate the developments into a single CDD rather than multiple districts, allowing for greater efficiency, reduced administrative requirements, and increased purchasing power. He noted that similar boundary adjustments have been approved by the Commission in the past and confirmed that the request does not alter any previously approved development plans.

Commissioner Connell asked whether the request would add anything beyond what has already been approved for the project. **PZ&D Miller** responded that the proposal maintains a single CDD by incorporating additional areas into the existing district rather than creating separate CDDs. This change is intended to simplify administration, reduce paperwork, and increase purchasing power for the CDD. **Commissioner Connell** confirmed that the proposal would not affect anything that has already been approved. **PZ&D Miller** confirmed that the request would not impact prior approvals.

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

The roll call vote was:
Commissioner Pederson Yes
Commissioner Reisman Yes
Commissioner Connell 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, amending the City's Code of Ordinances, Chapter 25, Section 25-292, to create subsection (26), Historic Structure Density Bonus Outside Designated Historic District; and providing an effective date. (Historic Structure Density Bonus Amendment)**

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

Mayor Berry announced this is the first reading of the Ordinance. **CM Minner** confirmed the second reading is scheduled for July 13, 2026.

PZ&D Miller presented the first reading of an ordinance establishing a historic structure density bonus for qualifying buildings located outside the current historic district. He explained that the ordinance mirrors a previously adopted program for properties within the historic district and is intended to encourage redevelopment and preservation of historic structures. The eligible buildings must be at least 50 years old, maintain sufficient historic integrity, and demonstrate historical architectural, or cultural significance. Projects would be reviewed on a case-by-case basis and remain subject to all standard development requirements, with only a limited number of structures expected to qualify. **PZ&D Miller** identified 1502 High Street as a primary example, noting it is a historic structure built in the late 1800s that could benefit from increased allowable density to support redevelopment while preserving the building.

C. NON-ROUTINE ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.

ADOPTED RESOLUTION 12,245

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.

CM Minner provided a debrief on the proposed Collective Bargaining Agreement (CBA) with the Police Benevolent Association (PBA). He explained that, unlike prior agreements, this CBA includes structured wage increases rather than annual re-openers. The agreement maintains most existing provisions, with only minor non-financial changes. The key components include an 8% increase for Fiscal Year (FY) 2027, raising the starting police officer pay to $70,000 to remain competitive in a challenging hiring market, and a 5% increase for FY 2028 to provide financial predictability. Year three will remain open for negotiation, primarily focused on wages. The agreement was ratified unanimously by union membership (29-0). The total fiscal impact is approximately $720,000 for police personnel, which staff indicated is consistent with current market trends and has been incorporated into the draft budget. **CM Minner** recommended approval, noting the agreement is financially manageable and supports recruitment and retention efforts.

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

The roll call vote was:
Commissioner Reisman Yes
Commissioner Connell Yes

Commissioner Pederson Yes
Mayor Berry Yes

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

2. Selection of Voting Delegate for the Florida League of Cities 2026 Conference

CM Minner introduced a discussion item regarding attendance at the upcoming Florida League of Cities conference, noting that no commissioners had registered yet and reminding them to complete registration. He explained that the Commission must designate a voting delegate and asked members to discuss and select a representative.

Mayor Berry confirmed her plans to attend the conference. **Commissioner Reisman** stated he would be unable to attend one evening due to a prior commitment and subsequently made a motion to appoint Mayor Berry as the voting delegate. **Commissioner Pederson** seconded the motion.

Following a call for a vote, **CM Minner** clarified the voting process. The Commission reached a consensus, and Mayor Berry was approved as the voting delegate. **Commissioner Pederson** thanked those attending.

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. 441/27 2026).

ADOPTED RESOLUTION 57

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 Reisman raised concerns regarding a grant application from Liquor Land, noting the proposed sign was business-specific, wall-mounted, and not a monument-style sign. He expressed opposition, explaining that the sign would not be a permanent improvement to the property and could be removed if the business relocates. He stated a preference for a more generic, reusable sign that could serve future tenants.

Mayor Berry asked for the location of the business, and **Commissioner Reisman** identified it as being in the Southside Shopping Plaza near Luna Azul and Save-A-Lot. **Commissioner Connell** questioned the feasibility of installing a monument sign at that location, noting limitations within a strip mall

setting. **Commissioner Reisman** clarified that his concern was less about requiring a monument sign and more about encouraging a sign type — such as a cabinet sign — that could be reused by future tenants.

CM Minner confirmed that the application met the technical requirements of the code but acknowledged Commissioner Reisman's concern regarding the intent of the grant program, which is to create lasting, compliant improvements tied to the property. He suggested that, if the Commission agreed, they could amend the motion to exclude the Liquor Land application and direct staff to work further with the applicant.

Mayor Berry called for a motion. **Commissioner Reisman** made an amended motion to remove the Liquor Land application and approve the remaining grants. **Commissioner Pederson** seconded the motion. The motion was presented for a vote.

CM Minner stated that staff will follow up with the Liquor Land applicant to work through outstanding issues and attempt to reach an agreement. He noted that staff would return to the Commission with an updated recommendation if a resolution is reached; otherwise, the matter will remain unresolved until further discussion.

Commissioner Reisman expressed appreciation to Dianne and the Planning and Zoning Department for their work on the facade, sign and landscape grant program. He noted the program's positive impact on local businesses in attendance and encouraged future participation from additional businesses.

The roll call vote was:
Commissioner Connell: Yes
Commissioner Pederson: Yes
Commissioner Reisman: Yes
Mayor Berry: Yes

Four 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 Cotch had nothing to report.

9. CITY MANAGER ITEMS:

CM Minner reported that there were no additional updates from staff. He reminded the Commission that budget meetings will begin in approximately two weeks, with the first session scheduled for July 7th. He noted that subsequent meetings will address enterprise funds and other budget-related items, and that the final meeting on July 14th will be structured to include input from the CRAs. He further stated he would be out of the office for the remainder of the week, and that Deputy City Manager Rob Hicks would serve

in his stead during that time. He encouraged Commissioners to contact him directly if needed.

10. ROLL CALL:

Commissioner Connell had nothing to report.

Commissioner Pederson had nothing to report.

Commissioner Reisman announced several upcoming community events, including the Chamber Breakfast on Thursday at 7:00 a.m., followed by the Library's ribbon cutting for the pollinator garden and butterfly release at 9:30 a.m. He also highlighted the "Purple for a Purpose" event downtown on Saturday and encouraged public participation, noting it is widely promoted on social media and the City's website. Additionally, he referenced the July 4th celebration at Ski Beach, including a flagpole dedication, baseball game, fireworks, and carnival activities. He thanked City staff and first responders for their efforts in organizing and ensuring public safety during the events.

Mayor Berry provided additional comments regarding community events, highlighting the Rotary Club's 100-year celebration and the "Purple for a Purpose" event scheduled for Saturday the 27th. She encouraged residents to attend with family, participate in the walk, and volunteer if interested. She also announced the "Jazz in the Garden" event at the Venetian Center at 7:00 p.m. on Saturday, noting that it would be held indoors. **Mayor Berr**y stated that ticketing and additional event information are available online and concluded her remarks.

11. ADJOURN:

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

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

With a motion by Commissioner Reisman and a second by Commissioner Pederson, the meeting adjourned at 6:14 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: July 13, 2026

From: Ryan Henry

Subject: Purchase request by the Fire Department for the purchase of one (1) Physio-Control LifePak 35 Cardiac Monitor/Defibrillators with accessories from Stryker Sales, LLC for a total purchase cost of $55,972.18.

Staff Recommendation:

Staff recommends approval of the purchase of one (1) Physio-Control LIFEPAK 35 Cardiac Monitor/Defibrillator with accessories for use by the Leesburg Fire Department for a total of $55,972.18.

Analysis:

The Fire Department is requesting authorization to purchase one (1) Physio-Control LIFEPAK 35 Cardiac Monitor/Defibrillator at a total cost of $55,972.18. This equipment will replace an outdated LIFEPAK cardiac monitor that has reached the end of its service life and is no longer supported by the manufacturer.

The LIFEPAK 35 is a critical piece of advanced life support (ALS) equipment used by Fire Department personnel to provide cardiac monitoring, defibrillation, pacing, and other lifesaving interventions during emergency medical service (EMS) responses. Replacing the obsolete unit will ensure continued reliability of patient care equipment, maintain operational readiness, and support the Department's ability to provide high-quality emergency medical services to the community.

Procurement Analysis:

The purchase of the Physio-Control LIFEPAK 35 Cardiac Monitor/Defibrillator will be conducted in accordance with the City's procurement policies and procedures.

This purchase qualifies as a sole-source procurement because Physio-Control, a Stryker company, is the sole manufacturer and authorized distributor of the LIFEPAK product line. The proprietary nature of the equipment, combined with the need to maintain compatibility with existing LIFEPAK monitors, accessories, software, and training already utilized by the Fire Department, makes alternative products impractical and cost-prohibitive.

The total purchase price for the equipment and associated accessories is $55,972.18.

Options:

1. Approve the purchase request to Stryker Sales, LLC for $55,972.18; or
2. Take such other action as the City Commission deems appropriate.

Fiscal Impact:

Funds are available in the current Fire Operating budget.

Account No.	001-2220-522-6410
Project No.	GFASST
WF No.	WF1732082/1
Requisition	58645
Budget	$55,973.00
Available	$55,973.00

Sole/Single Source Justification Form

REQUESTED BY

Date: 7/31/26 Requisition No.: 58645

Dept./Div. Name: Fire Dept Contact Name: Laurie Franchi Email: laurie.franchi@leesburgflorida.gov

PROPOSED VENDOR INFORMATION

Vendor Name: Stryker Sales LLC

Address: 21343 Network Place

City: Chicago State: IL Zip: 60673

Contact Person: Marjorie Ward

Phone: 407-919-9567 Email: marjorie.ward@stryker.com

SOLE VS SINGLE SOURCE PURCHASE

Sole Source—Includes goods and/or services which are propriety, or available from only one source (vendor), and for which there are no competitive alternate. On occasion, equipment parts for replacement or repair services for equipment can be obtained only from the manufacturer or area sales and service outlet of the particular manufacturer.

Single Source—Single source occurs when there is more than one viable source among others in a competitive marketplace, but the City has determined that it is in our best interest to select a particular manufacturer/service provider based on one or more significant business reasons. Some legitimate reasons to single source a purchase may involve the vendor's special ability to provide unique spare parts, unique emergency repair service, or unique knowledge and qualifications, etc.

ORDERING FREQUENCY (Check One)

- ■ One-Time: applies to a single requisition/purchase order for the current fiscal year
- ☐ On-Going: Applies to multiple requisitions/purchase orders issued during the fiscal year.
  Est FY Expenditures: _____

DESCRIPTION OF ITEM/SERVICE

Lifepak 35 with accessories

SOLE/SINGLE SOURCE JUSTIFICATION (Check All Entries That Apply)

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

- ■ Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.

- ☐ Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
- ☐ Compatibility: The parts/supplies/equipment are not interchangeable with similar parts/supplies/equipment of another manufacturer. Verification from manufacturer is attached.
- ☐ Unique Product/Service: This is the only product or service that meets the specialized needs of the department and performs the intended need. This product brand/make/model or service is necessary to maintain operational continuity or for the purpose of standardizing on a product/service. Detailed justification is attached.

GOODS/SERVICES MARKET RESEARCH

What are the specific necessary features/services that this vendor provides that are not available from to meet the required needs/objectives? Provide emergency medical care for the Citizens of Leesburg

Discuss how similar goods or services are unavailable other vendors? n/a

Describe your efforts to identify other potential vendors. n/a

List any other facts supporting the use of a non-competitive process. n/a

If other vendors offer like/similar goods/services, describe what research (i.e., previous PO's, catalogs, price lists, etc.) you did to determine the price is fair and reasonable compared to competitors. Lifepak is compatible with our equipment.

REQUESTING DEPARTMENT RECOMMENDATION

I recommend that the competitive solicitation (quote/bid/proposal) process be waived and that the goods/services be purchased as a sole/single source.

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services."

Dept. Dir. Signature (or authorized designee): Ryan Henry Digitally signed by Ryan Henry Date: 2026.06.15 07:43:27 -04'00' Date: 6/15/26

stryker

LP35 x1

Quote Number:	11321898	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	LEESBURG FIRE DEPT STATION 61	Rep:	Marjorie Ward
	Attn:	Email:	marjorie.ward@stryker.com
		Phone Number:	

Quote Date:	06/09/2026
Expiration Date:	07/09/2026
Contract Start:	06/08/2026
Contract End:	06/07/2027

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	LEESBURG FIRE DEPT STATION 61	Name:	LEESBURG FIRE DEPT STATION 61	Name:	LEESBURG FIRE DEPT STATION 61
Account #:	20033534	Account #:	20033534	Account #:	20033534
Address:	201 S CANAL ST	Address:	201 S CANAL ST	Address:	201 S CANAL ST
	LEESBURG		LEESBURG		LEESBURG
	Florida 34748-5901		Florida 34748-5901		Florida 34748-5901

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	1	$48,706.64	$48,706.64
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	$780.00	$1,560.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	1	$2,340.00	$2,340.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	1	$79.10	$79.10
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	1	$693.75	$693.75
6.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	1	$763.50	$763.50
7.0	11996-000456	RD SET DCI Reusable Sensor, Adult	1	$330.60	$330.60
8.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	1	$26.40	$26.40
9.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	1	$28.49	$28.49
10.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	1	$50.40	$50.40
11.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	1	$33.60	$33.60
12.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	1	$35.20	$35.20
13.0	11260-000073	Shoulder Strap	1	$54.60	$54.60
14.0	11335-000008	LIFEPAK 35 Storage Bag Kit	1	$436.80	$436.80
15.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	2	$87.50	$175.00
16.0	11997-000298	CABLE,PATIENT,RD RNBOW,SET RA25-04,EMS,MASIMO	1	$332.80	$332.80

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - 21343 NETWORK PLACE - Chicago, IL 60673-1213

stryker

LP35 x1

Quote Number: 11321898

Version: 1

Prepared For: LEESBURG FIRE DEPT STATION 61

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Marjorie Ward

Email: marjorie.ward@stryker.com

Phone Number:

Quote Date: 06/09/2026

Expiration Date: 07/09/2026

Contract Start: 06/08/2026

Contract End: 06/07/2027

#	Product	Description	Qty	Sell Price	Total
17.0	11111-000049	ASSY, CABLE, ECG, 4 WIRE, AHA, 5 FT	1	$371.00	$371.00
18.0	11111-000052	ASSY, CABLE, ECG, 15LEAD, 6 WIRE PRECORDIAL, AHA	1	$226.10	$226.10
19.0	11113-000008	LIFEPAK Therapy Cable	1	$375.20	$375.20
21.0	21300-008159	NIBP Tubing, Straight, 1.8 m (6 ft)	1	$78.00	$78.00
				Equipment Total:	$56,697.18

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	1	-$2,000.00	-$2,000.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
20.0	11150-000020	LIFEPAK Cellular Modem, North America	1	$1,275.00	$1,275.00
				Data Solutions Total:	$1,275.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$0.00
Grand Total:	$55,972.18

Prices: In effect for 30 days

Terms: Net 30 Days

stryker

LP35 x1

Quote Number:	11321898	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
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		Phone Number:	

Quote Date:	06/09/2026
Expiration Date:	07/09/2026
Contract Start:	06/08/2026
Contract End:	06/07/2027

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

December 2025

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine® samaritan PAD automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: July 13, 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 Bulldog Sitework, LLC for sidewalk construction on Baker Street; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Construction Services Agreement with Bulldog Sitework, LLC for construction of sidewalks along Baker Street for an amount not to exceed $76,353.02.

Analysis:
The City remains dedicated to identifying and implementing improvements that strengthen its neighborhoods and enhance residents' quality of life. This project is part of that ongoing commitment and will be funded through a Community Development Block Grant (CDBG) awarded to the City.

Procurement Analysis:

On May 27, 2026, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid (IFB) No. 26-006-LK, Baker Street Sidewalk Project (CDBG). Procurement reviewed submittals for responsiveness. Staff from the Housing Department and Public Works reviewed the submittals for conformance with the solicitation requirements and determined Bulldog Sitework, LLC, was the lowest responsive, responsible, and qualified bidder. A summary of the bids is provided below:

Vendor	Bid Amount
Bulldog Sitework, LLC	$76,353.02
MVA & Associate, Inc.	$115,450.00
CPWG Constructors, LLC	$119,297.00
Universal Contracting & Construction, Inc.	$127,120.00
South Lake Electric & Construction Company, Inc	$230,482.00
Ovation Construction Company, LLC	Non-Responsive
Dekora, LLC	Non-Responsive
The Ford Design Group, LLC	Non-Responsive

Information:
Document Takers (#): 83. Submittals Received (#): 8.

Options:

1. Approve the resolution authorizing execution of the Construction Services Agreement with Bulldog Sitework, LLC for the amount not to exceed $76,353.02; or

2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:
The City was awarded a Lake County Community Development Block Grant (CDBG) for this project totaling $45,640.42. A budget adjustment will be processed for the remainder or $30,712.60 which is available in the Greater Leesburg CRA (GLCRA).

Account No.	016-6189-559-6310
Project No.	GLCRA
WF No.	WF1680569/1
Requisition	58068
Budget	$45,641.00
Available	$45,641.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK, LLC FOR SIDEWALK CONSTRUCTION ON BAKER STREET; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Bulldog Sitework, LLC, whose address is 3204 Casteen Road, Leesburg, FL 34748, Leesburg, Florida 34748, for Construction Services to construct a sidewalk along Baker Street (IFB 26-006-LK).

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 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT
Contract No. AB26006
BAKER STREET SIDEWALK PROJECT (CDBG)

THIS AGREEMENT is made as of the 13th day of July 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 **Bulldog Sitework, LLC,** whose address is 3204 Casteen Road, Leesburg, FL 34748 (hereinafter referred to as the "CONTRACTOR").

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) 26-006-LK, Baker Street Sidewalk Project (CDBG); and
   c. CONTRACTOR response to IFB 26-006-LK included as Exhibit 'A'; and
   d. All addenda; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the **"Baker Street Sidewalk Project (CDBG)"** to the CITY as listed in Invitation for Bid 26-006-LK. 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 **$76,353.02.** 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 **SIXTY DAYS (60) 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 REGADING THE APPLICATION OF CHAPTER 119, FLORDIA 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to CONTRACTOR:
Bulldog Sitework, LLC
Naiara Petralanda, Owner
3204 Casteen Road
Leesburg, FL 34748
352-267-4664
naiara@bulldogsitework.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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement by the CITY.

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

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

[*Signature page follows.*]

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

BULLDOG SITEWORK, LLC

By: _____

Printed: NAIARA PETRALANDA

Its: PRESIDENT
(Title)

CITY OF LEESBURG, FLORIDA

_____
Allyson E. Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

Exhibit 'A'

NAME OF BIDDER: BULLDOG SITEWORK LLC

IFB 26-006-LK ATTACHMENT C - ITEMIZED PRICE SCHEDULE

Project Name: Baker Street Sidewalk Project (CDBG)

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	4352.10	4352.10
2	Maintenance of Traffic	10	DA	116.34	1163.40
3	Clearing, Grubbing, and Grading	0.07	AC	61181.43	4282.71
4	Utility Relocation	6	LS	1345.40	8072.40
5	Concrete Sidewalk 4" 3,000 psi	680	LF	48.35	32878.00
6	Detectable Crosswalk Warning Material	24	SF	49.49	1187.76
7	Inlet Protection Systems	1	EA	150.35	150.35
8	Crosswalk Ramps (ADA Ramps)	3	EA	1479.10	4437.30
9	Driveway Adjustments	7	EA	2025.00	14175.00
10	Civil Survey and Layout	1	LS	5372.75	5372.75
11	Engineering Design and Permitting	1	LS	281.25	281.25
				Total:	76353.02

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, it's Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. **PAYMENTS WITHHELD**

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

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

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

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

39. **FINAL PAYMENT APPLICATION**

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

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

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

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

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

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

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

40. **CONTRACTOR'S CONTINUING OBLIGATION**

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

41. **DAMAGES**

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

42. **EQUIPMENT STARTUP**

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

43. **COMPLETION OF WORK**

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

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

44. **ACCEPTANCE OF FINISHED WORK**

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

45. **FINAL CLEAN UP**

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

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

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

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

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

46. **TREES**

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

47. **GUARANTY**

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

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

48. **INDEMNITY**

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

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

49. **ASSIGNMENT**

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

50. **RIGHTS OF VARIOUS INTERESTS**

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

51. **SEPARATE CONTRACTS**

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

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

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

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

52. **LANDS FOR WORK**

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

53. **ACCESS TO RECORDS**

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

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

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

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

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

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

55. **CONTRACTOR'S UNDERSTANDING**

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

56. **FAMILIARITY WITH LAWS**

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

57. **SALES TAX**

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

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

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

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

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

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

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

59. **LIMITATIONS ON ENGINEER’S RESPONSIBILITIES**

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

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

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

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

60. **SAFETY AND PRECAUTION**

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

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

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

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

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

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

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

61. **RECORD DOCUMENTS**

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

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

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

62. **PHYSICAL CONDITIONS-UNDERGROUND FACILITIES**

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

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

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

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

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.
Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

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

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

63. **PHYSICAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

65. **SUBSTANTIAL COMPLETION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

68. **ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

[End of Supplemental Conditions.]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: July 13, 2026

From:

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 4 to an existing Construction Services Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc.; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Resolution authorizing the execution of Amendment No. 4 to the Construction Services Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc., extending the term of the original Agreement through September 30, 2029, and increasing the unit prices. The proposed extension will allow the City to continue utilizing the existing contract for critical wastewater infrastructure improvements on an as-needed basis.

Analysis:

The City maintains a Construction Services Agreement with Danus Utilities, Inc. for lift station rehabilitation services to address significant repairs and rehabilitation of wastewater infrastructure. The agreement was originally approved by the City Commission in October 2020 through a competitively procured fixed-unit-price contract. The Agreement includes provisions allowing for extensions upon mutual agreement of the parties. Staff and the Contractor have agreed to extend the term through September 30, 2029, in accordance with the original contract provisions.

Procurement Analysis:

The City Commission approved Resolution No. 10,739 on October 26, 2020, authorizing the execution of a Fixed Unit Price Agreement for Lift Station Rehabilitation Services with Danus Utilities, Inc. The agreement was competitively procured and includes provisions permitting extensions upon mutual agreement of the parties.

Procurement recommends approval of the resolution authorizing the execution of Amendment No. 4, which includes extending the term of the original Agreement through September 30, 2029, and increasing the unit prices reflected in Attachment "A."

Staff has determined that extending the Agreement is consistent with its original terms and conditions and is in the best interest of the City to ensure the continued availability of specialized rehabilitation services on an as-needed basis.

Options:

1. Approve the resolution authorizing execution of Amendment No. 4, extending the term of the original Construction Services Agreement with Danus Utilities, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The Wastewater Fund uses the Lift Station Rehabilitation Services and would fund any expenses associated with this amendment with available Capital Projects budget.

Account No. 044-4099-535-xxxx

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 4 TO AN EXISTING CONSTRUCTION SERVICES AGREEMENT FOR LIFT STATION REHABILITATION SERVICES WITH DANUS UTILITIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment No. 4 to an Agreement with Danus Utilities, LLC, whose address is 2320 Beardall Avenue, Sanford, Florida 32771, for Lift Station Rehabilitation Services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

AMENDMENT No. 4 OF A FIXED UNIT PRICE AGREEMENT FOR CONSTRUCTION SERVICES

THIS AMENDMENT is made as of the 13th day of July 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 **DANUS UTILITIES, INC.** whose address is 2320 Beardall Avenue, Sanford, FL 32771 (hereinafter referred to as the "CONTRACTOR").

THAT, on October 26, 2020, the CITY and CONTRACTOR entered into a fixed unit price agreement for construction services whereby the CONTRACTOR agreed to provide Lift Station Rehabilitation Services to the CITY (hereinafter referred to as the "Agreement").

WHEREAS, the CITY and the CONTRACTOR wish to adjust the unit-prices to reflect an increase; and

WHEREAS, the CITY and the CONTRACTOR desire to renew the Agreement for an additional three (3) year term beginning October 1, 2026, and ending September 30, 2029.

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. The revised unit-prices are reflected on Attachment 'A'

    b. Renew the Agreement for an additional three (3) year term beginning October 1, 2026, and ending September 30, 2029.

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.

DANUS UTILITIES, INC.

By: _____

Printed: Daniel J Pardus

Its: President
(Title)

CITY OF LEESBURG, FLORIDA

_____
Allyson E. Berry, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Attachment 'A'

GROUP 2 PRICING (LIFTSTATION REHABILITATION)					
L.N	DESCRIPTION	EST QTY/UNIT	UNIT	UNIT PRICE	EXTENDED PRICE
1	Lift Station Surface Rehabilitation by Cementitious Lining.	1	S.F.	$35.00	**$35.00**
2	Bypass 8 in. Sewer Setup	1	Each	$500.00	**$500.00**
3	Bypass 10 in. to 12 in. Sewer Setup	1	Each	$750.00	**$750.00**
4	Bypass 15 in. to 18 in. Sewer Setup	1	Each	$1,000.00	**$1,000.00**
5	Sewer Bypass 4 in. Pump	1	Day	$200.00	**$200.00**
6	Sewer Bypass 6 in. Pump	1	Day	$250.00	**$250.00**
7	Sewer Bypass 8 in. Pump	1	Day	$300.00	**$300.00**
8	Furnish and Install Pump Base Elbow, slide bracket, grommet, SS base plate, SS wedge anchors– 4 in. (inclusive of pump brackets)	1	Each	$3,500.00	**$3,500.00**
9	Furnish and Install Pump Base Elbow, slide bracket, grommet, SS base plate, SS wedge anchors – 6 in. (inclusive of pump brackets)	1	Each	$3,900.00	**$3,900.00**
10	Furnish and Install Pump Base Elbow, slide bracket, grommet, SS base plate, SS wedge anchors– 8 in. (inclusive of pump brackets)	1	Each	$5,900.00	**$5,900.00**
11	Re-Construct Lift Station Fillet – 6 ft. Diameter	1	Each	$500.00	**$500.00**
12	Re-Construct Lift Station Fillet – 8 ft. Diameter	1	Each	$650.00	**$650.00**
13	Re-Construct Lift Station Fillet – 10 ft. Diameter	1	Each	$750.00	**$750.00**
14	Re-Construct Lift Station Fillet – 12 ft. Diameter	1	Each	$850.00	**$850.00**
15	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (**price per each riser**)	1	Each	$13,505.00	**$13,505.00**
16	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station throughExisting Valve Vault – 6 in. (**price per each riser**)	1	Each	$15,901.00	**$15,901.00**
17	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (**price per each riser**)	1	Each	$28,510.00	**$28,510.00**
18	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (**price per each riser**)	1	Each	$30,910.00	**$30,910.00**

GROUP 2 PRICING (LIFTSTATION REHABILITATION)					
L.N	DESCRIPTION	EST QTY/UNIT	UNIT	UNIT PRICE	EXTENDED PRICE
19	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (**price per each riser**)	1	Each	$38,700.00	**$38,700.00**
20	Furnish and Install 6 ft. top slab with 36in. x 48in.hatch with Safety Grate	1	Each	$7,100.00	**$7,100.00**
21	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate	1	Each	$8,000.00	**$8,000.00**
22	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch	1	Each	$9,500.00	**$9,500.00**
23	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch	1	Each	$10,750.00	**$10,750.00**
24	Temporary Bypass Riser – 4 in.	1	Each	$3,300.00	**$3,300.00**
25	Temporary Bypass Riser – 6 in.	1	Each	$4,000.00	**$4,000.00**
26	Temporary Bypass Riser – 8 in.	1	Each	$5,800.00	**$5,800.00**
27	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump) (2 SS rails & 1 upper guide)	1	Each	$1,550.00	**$1,550.00**
28	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump) (2 SS rails & 1 upper guide)	1	Each	$1,800.00	**$1,800.00**
29	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump) (2 SS rails & 1 upper guide)	1	Each	$2,400.00	**$2,400.00**
30	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump) (2 SS rails & 1 upper guide)	1	Each	$2,750.00	**$2,750.00**
31	Furnish and Install 3 in. Drain	1	Each	$400.00	**$400.00**
32	Drain and Clean Wet Well – 6 ft.	1	Each	$1,600.00	**$1,600.00**
33	Drain and Clean Wet Well – 8 ft.	1	Each	$1,600.00	**$1,600.00**
34	Drain and Clean Wet Well – 10 ft.	1	Each	$1,900.00	**$1,900.00**
35	Drain and Clean Wet Well – 12 ft.	1	Each	$1,900.00	**$1,900.00**

GROUP 2 PRICING (LIFTSTATION REHABILITATION)					
L.N	DESCRIPTION	EST QTY/UNIT	UNIT	UNIT PRICE	EXTENDED PRICE
36	Connect Lift Station Piping to Existing Force Main – 4 in.	1	Each	$1,010.00	**$1,010.00**
37	Connect Lift Station Piping to Existing Force Main – 6 in.	1	Each	$1,260.00	**$1,260.00**
38	Connect Lift Station Piping to Existing Force Main – 8 in.	1	Each	$1,850.00	**$1,850.00**
39	Connect Lift Station Piping to Existing Force Main – 10 in.	1	Each	$2,240.00	**$2,240.00**
40	Connect Lift Station Piping to Existing Force Main – 12 in.	1	Each	$2,740.00	**$2,740.00**
41	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	1	Each	$15,000.00	**$15,000.00**
42	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	1	Each	$17,805.00	**$17,805.00**
43	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	1	Each	$30,400.00	**$30,400.00**
44	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	1	Each	$32,900.00	**$32,900.00**
45	Furnish and Install HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	1	Each	$40,505.00	**$40,505.00**
46	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	Each	$2,725.00	**$2,725.00**

GROUP 2 PRICING (LIFTSTATION REHABILITATION)					
L.N	DESCRIPTION	EST QTY/UNIT	UNIT	UNIT PRICE	EXTENDED PRICE
47	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	Each	$2,750.00	$2,750.00
48	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	Each	$2,875.00	$2,875.00
49	Remove and Replace Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	Each	$3,025.00	$3,025.00
50	2-in. Line Stop	1	Each	$2,999.00	$2,999.00
51	4-in. Line Stop	1	Each	$6,450.00	$6,450.00
52	6-in. Line Stop	1	Each	$7,150.00	$7,150.00
53	8-in. Line Stop	1	Each	$8,616.00	$8,616.00
54	10-in. Line Stop	1	Each	$10,299.00	$10,299.00
55	12-in. Line Stop	1	Each	$10,919.00	$10,919.00
56	14-in. Line Stop	1	Each	$16,055.00	$16,055.00
57	16-in. Line Stop	1	Each	$18,013.00	$18,013.00
					$448,547.00

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: July 13, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida designating Leesburg as a BEE CITY USA affiliate; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution designating Leesburg as a BEE CITY USA affiliate.

Analysis:
The City's Beautification Committee (Leesburg in Bloom) has been executing several initiatives to add flowers and pollinator-friendly areas to the City. The group is also executing an initiative to house bee hives on the rooftop area of the library. The next logical step is to designate the City as bee friendly. The Beautification Committee voted a unanimous yes to this idea and would like the City to adopt a resolution to make it official.

Procurement Analysis:
N/A

Options:
1. Approve the Resolution designating Leesburg as a BEE CITY USA affiliate; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The City would pay an annual fee to Bee City USA of $300.00 based on current City population.
Account No. 001-5197-539-5410

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA DESIGNATING LEESBURG AS A BEE CITY USA AFFILIATE; AND PROVIDING AN EFFECTIVE DATE.

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

THAT Mayor and City Clerk are hereby authorized to execute an agreement with Bee City USA, whose address is 628 NE Broadway Unit 200, Portland, OR 97232, for designating Leesburg as a BEE CITY USA affiliate.

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, Leesburg should be certified a *BEE CITY USA* community because we recognize that pollinators and flowers are an important aspect of our environmental sustainability; and

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Leesburg chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The Leesburg Public Works Department is hereby designated as the BEE CITY USA sponsor.
2. The Director of Public Works is designated as the BEE CITY USA Liaison.
3. Facilitation of Leesburg's BEE CITY USA program is assigned to the City Beautification Advisory Committee.
4. The City Beautification Advisory Committee is authorized to and shall:
    a. **Celebration**: Host at least one educational event or pollinator habitat planting or restoration each year to showcase Leesburg's commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
    b. **Publicity & Information**: Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the City of Leesburg's website which includes, at minimum, a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).
    c. **Habitat**: Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying Leesburg's real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
    d. **Pollinator-Friendly Pest Management:** Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
    e. **Policy & Plans**: Establish, through the City, a policy in the Conservation Plan of the City's Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation and review the Conservation Plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.

Renewal: After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of Leesburg's BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on Leesburg's population.

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 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: July 13, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from THISISLEESBURG, LLC, joined by Bank Ozk; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving a Utility Easement from THISISLEESBURG, LLC, and Joinder and Consent to Utility Easement from Bank Ozk.

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

Procurement Analysis:
N/A

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

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE PROPERTY DESCRIBED THEREIN FROM THISISLEESBURG, LLC, JOINED BY BANK OZK; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by THISISLEESBURG, LLC, joined by Bank Ozk, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 17th day of April, 2026 by **THISISLEESBURG, LLC,** a Florida limited liability company, whose mailing address is 2215 Gulf Blvd., Indian Rocks Beach, Florida 33785 ("**GRANTOR,**") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Signature
ANDREW ZINKE
Printed Name
2154 BRADFORD ST. #221
Address

Signature
Lauren Phinesee
Printed Name
2215 Gulf Blvd
Address

GRANTOR:

THISISLEESBURG , LLC, a Florida limited liability company

Randall S. Cortner, Manager

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this 17th day of April, 2026, by Randall S Cortner as Manager of THISISLEESBURG , LLC, a Florida limited liability company, on behalf of the company who is [X] personally known to me or [_] who produced the following identification: personally known

Notary Public Signature
Amy Laureigh
Notary Public Name

My Commission Number: HH726854
My Expiration Date: Jan. 3, 2030

(seal)

AMY LYN LAUREIGH
Notary Public - State of Florida
Commission # HH 726854
My Comm. Expires Jan 3, 2030
Bonded through National Notary Assn.

JOINDER AND CONSENT TO UTILITY EASEMENT

BANK OZK, an Arkansas state bank with offices at 18000 Cantrell Road, Little Rock, AR 72223, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **THISISLEESBURG, LLC**, a Florida limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Construction Mortgage with Security Agreement, Assignment of Rents and Leases, and Fixture Financing Statement dated September 29, 2021, and recorded on October 13, 2021, in Official Records Book 5814, Page 643, Public Records of Lake County, Florida and the Absolute Assignment of Rents and Leases dated September 29, 2021 and recorded on October 13, 2021 in Official Records Book 5814, Page 658, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Printed Name: Dakota Hedden
Address: 18000 Cantrell RD, LR, AR

Printed Name: Brandon Cantin
Address: 18000 Cantrell Rd, LR, AR

BANK OZK, an Arkansas state bank

By: _____
Print Name: Drew Mentzer
Title: SVP Commercial Banker

STATE OF AR
COUNTY OF Pulaski

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 30th day of April, 2026, by Drew Mentzer, as SVP, Commercial Banker of BANK OZK, an Arkansas state bank, on behalf of the bank, who is ___ personally known or produced Driver's License as identification.

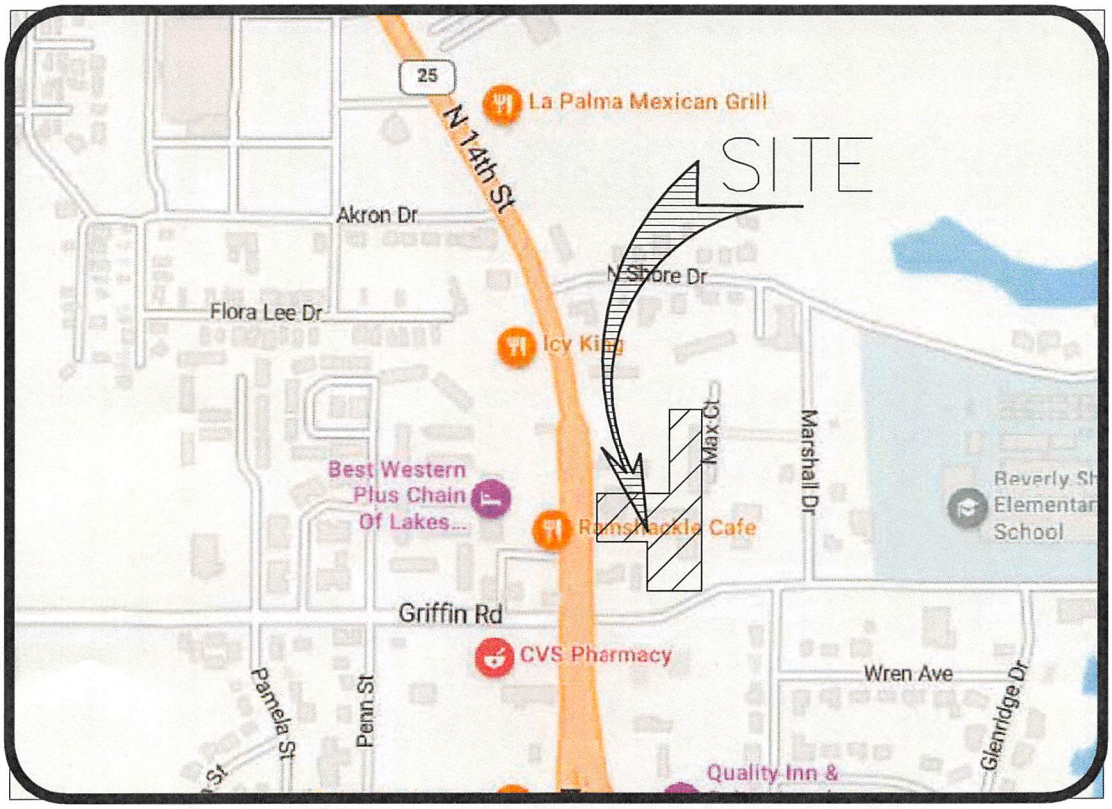
(Seal)

EMILY BUNDRICK
NOTARY PUBLIC

EMILY BUNDRICK
Commission No. 00003526
NOTARY PUBLIC
My Commission Expires 9-27-2026
FAULKNER COUNTY, ARKANSAS

EXHIBIT "A"
SKETCH AND LEGAL DESCRIPTION
1308 N 14TH ST LEESBURG FL, 34748
FOLIO: 14-19-24-0003-000-02701
10' UTILITY EASEMENT

A PORTION OF
SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

NOTES:

_"THE MINIMUM VERTICAL CLEARANCE OF THIS EASEMENT IS TWENTY FIVE (25) FEET ABOVE GRADE.

_ THESE EASEMENT STRIPS FORM A CLOSED GEOMETRIC FIGURE.

SURVEYOR'S NOTES:

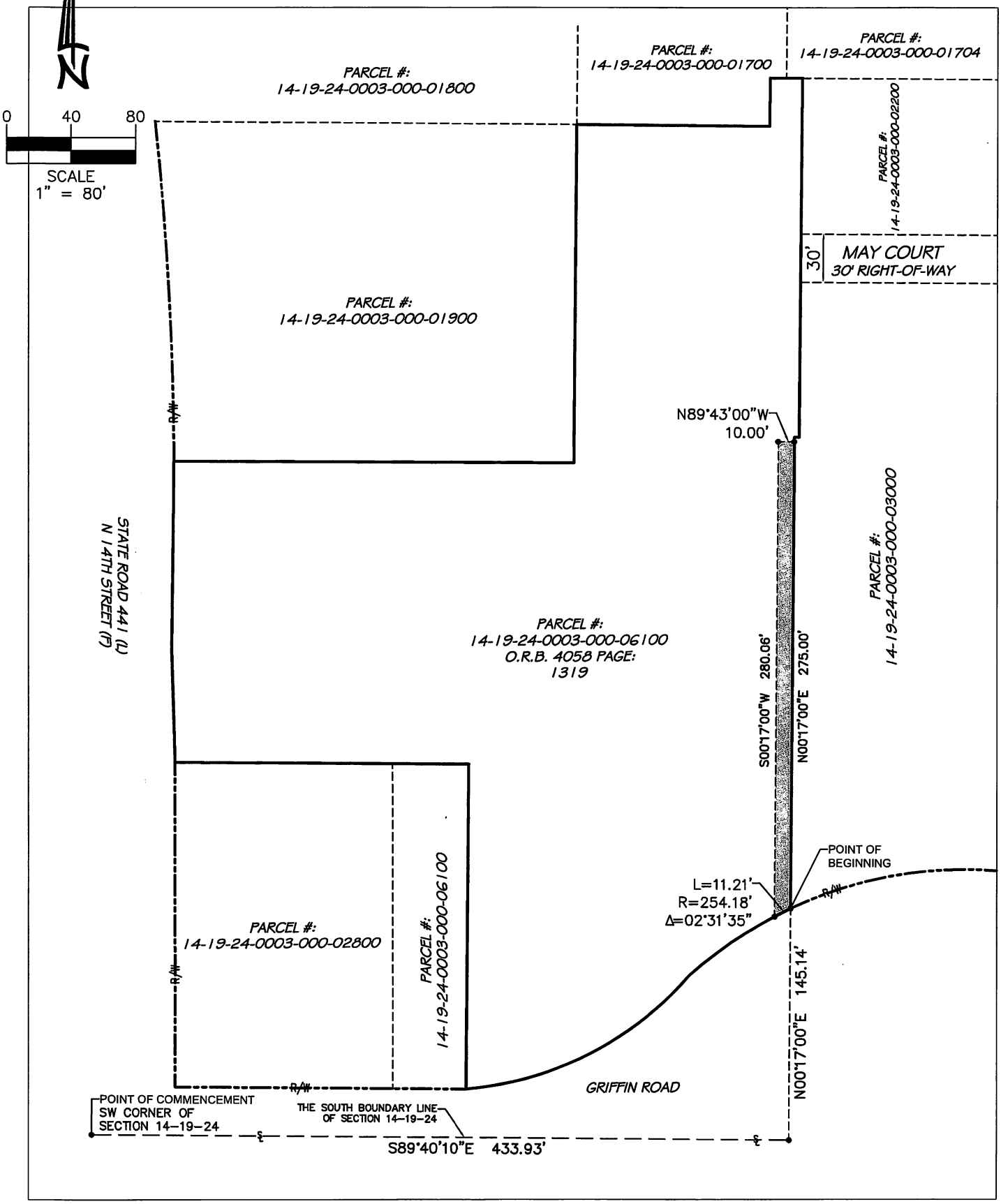
1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE SECTION LINE OF SECTION 14-19-24 AS SHOWN.

ABBREVIATIONS

SYMBOL	DEFINITION
℄	SECTIONLINE
R/W	RIGHT-OF-WAY
PB.	PLAT BOOK
PG.	PAGE
P/L	PROPERTY LINE
ℳ	MONUMENT LINE

NOTICE: Not full and complete without pages 1, 2, & 3 of 3.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PLAN



NOTICE: Not full and complete without pages 1, 2, & 3 of 3.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
LEGAL DESCRIPTION

A 10 foot wide Utility Easement that is located on the Easterly line of a property lying on a portion of Section 14, Township 19 South, Range 24 East, as described in O.R.B. 4058 at Page 1319,of the Public Records of Lake County, Florida; being more particularly described as follows:

COMMENCE at the South West corner of Section 14, Township 19 South, Range 24 East; THENCE run S89°40'10"E along the South Boundary Line of Section 14, Township 19 South, Range 24 East, for a distance of 433.93 feet; THENCE run N00°17'00"E for a distance of 145.14 feet to the **POINT OF BEGINNING** of the 10 foot Wide Easement; THENCE run N00°17'00"E for a distance of 275.00 feet; THENCE run N89°43'00"W for a distance of 10.00 feet; THENCE run S00°17'00"W for a distance of 280.06 feet; THENCE run along a circular curve concave to the South East, having for its elements a radius of 254.18 feet, a central angle of 02°31'35" for an Arc distance of 11.21 feet to the **POINT OF BEGINNING.**

Containing 2,775 square feet or 0.06 acres more or less by calculations.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: July 13, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Two Boat Investments, LLC, joined by Citizens First Bank; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving a Utility Easement from Two Boat Investments, LLC, and Joinder and Consent to Utility Easement from Citizens First Bank.

Analysis:
Two Boat Investments, LLC, are granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:
N/A

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

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE PROPERTY DESCRIBED THEREIN FROM TWO BOAT INVESTMENTS, LLC, JOINED BY CITIZENS FIRST BANK; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Two Boat Investments, LLC, joined by Citizens First Bank, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 8th day of June, 2026 by **TWO BOAT INVESTMENTS, LLC**, a Florida limited liability company, whose mailing address is 1107 S. 9th Street, Leesburg, FL 34748 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Signature
RICHARD D. SULIK
Printed Name
423 Hwy 466 Apt 14204 Lady Lake FL
Address

Signature
Matthew Williams
Printed Name
14091 S.E. 90th Ter. Summerfield FL.
Address

GRANTOR:

TWO BOAT INVESTMENTS, LLC, a Florida limited liability company

By: DOUGLAS C. WADE

Its: Manager

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 8th day of June, 2026, by Douglas C. Wade as Manager of Two Boat Investments, LLC, a Florida limited liability company, on behalf of the company, who is [✓] personally known to me or [ ] who produced the following identification:

Notary Public Signature
Debbie Waller
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

DEBBIE WALLER
Notary Public
State of Florida
Comm# HH483492
Expires 1/22/2028

JOINDER AND CONSENT TO UTILITY EASEMENT

Citizens First Bank, a Division of Seacoast National Bank, a Florida bank with offices at 1050 Lake Sumter Landing, The Villages, Florida 32162, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **Two Boats Investments, LLC,** a Florida limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage and Security Agreement, dated July 31, 2024 and recorded on August 7, 2024, in Official Records Book 6377, Page 637, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Kathy Hope
Printed Name: KATHY HOPE
Address: 800 W NORTH BLVD
LEESBURG FL 34748

Ivonne Irizarry
Printed Name: Ivonne Irizarry
Address: 800 W North Blvd
Leesburg, FL 34748

CITIZENS FIRST BANK, a Division of SEACOAST NATIONAL BANK, a Florida bank

By: Cindy Falanga
Print Name: Cindi Falanga
Title: Vice President FCB

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this day of 18 JUNE 2026, by CINDI FALANGA, as VICE PRESIDENT of Citizens First Bank, a division of Seacoast National Bank, a Florida bank, on behalf of the bank, who is X personally known or produced F as identification.

(Seal)

KATHY HOPE
MY COMMISSION # HH 404832
EXPIRES: May 31, 2027

Kathy Hope
NOTARY PUBLIC
Kathy Hope

SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

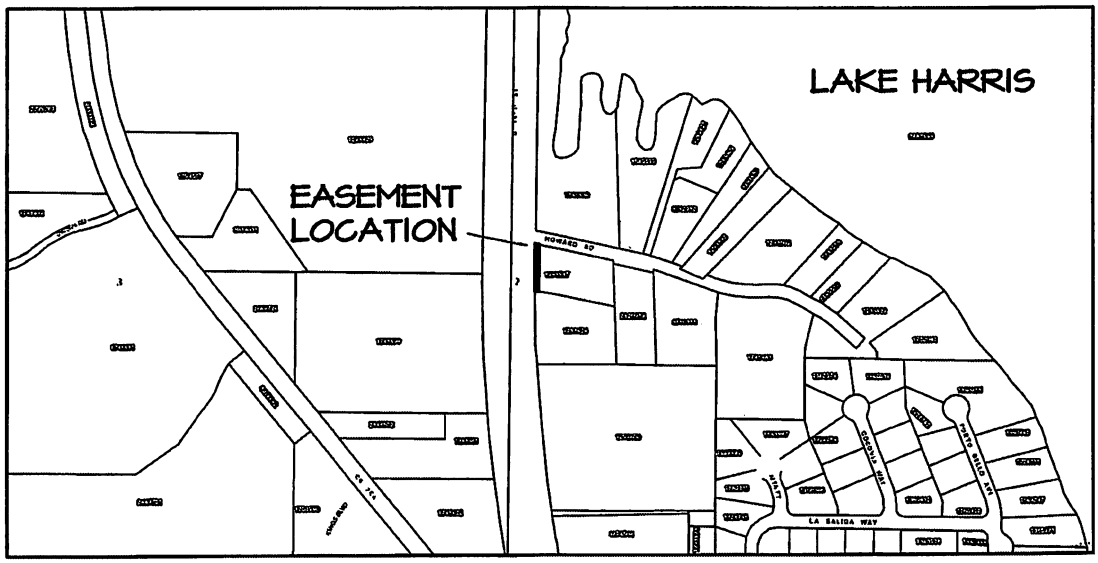
NOT A BOUNDARY SURVEY

DESCRIPTION:

A 10.00 FEET WIDE UTILITY EASEMENT BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6377, PAGE 634, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING IN A PORTION OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 SECTION CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N. 00°13'55" E., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1151.25 FEET; THENCE S. 75°46'19" E., DEPARTING FROM THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 114.21 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 AND BEING A POINT ON THE NORTH RIGHT-OF-WAY OF HOWARD ROAD; THENCE S. 00°46'38" W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 27, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID HOWARD ROAD, SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6377, PAGE 634, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, CONTINUE S. 00°46'38" W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 27 AND THE WEST LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6377, PAGE 634, A DISTANCE OF 174.89 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6377, PAGE 634; THENCE S. 75°30'37" E., ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 10.29 FEET; THENCE N. 00°46'36" E., DEPARTING FROM SAID SOUTH LINE, AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 27, A DISTANCE OF 174.89 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6377, PAGE 634 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID HOWARD ROAD; THENCE N. 75°30'23" W., ALONG SAID LINES, A DISTANCE OF 10.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1748.91 SQUARE FEET AND 0.04 ACRES, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

NOTES:

1) BEARINGS AND DISTANCES SHOWN HEREON ARE BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM OF 1983, (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENSEMANN L-NET NETWORK, BASED UPON THE NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION LE 08, PID AB5834 AND THE WEST LINE OF THE N.W. 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, AS BEING N. 00°13'55" E., GRID NORTH.

2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.

5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND

SKETCH OF DESCRIPTION
OF 10.00' WIDE UTILITY EASEMENT
certified to:
TWO BOATS INVESTMENTS, LLC
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DRAWN BY:	D.C.W.	DATE:	05/19/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21385
M:\SURVEY\OFFICE\JOBS\2026\B21385-SKETCH.DWG		SHEET	1 OF 2

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685

DOUGLAS C. WADE — CERTIFICATE No. 4685 — STATE OF FLORIDA — Professional Land Surveyor

PHONE: (352)753-6511 FAX: (352)753-0374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

ABBREVIATIONS:
N = NORTH
S = SOUTH
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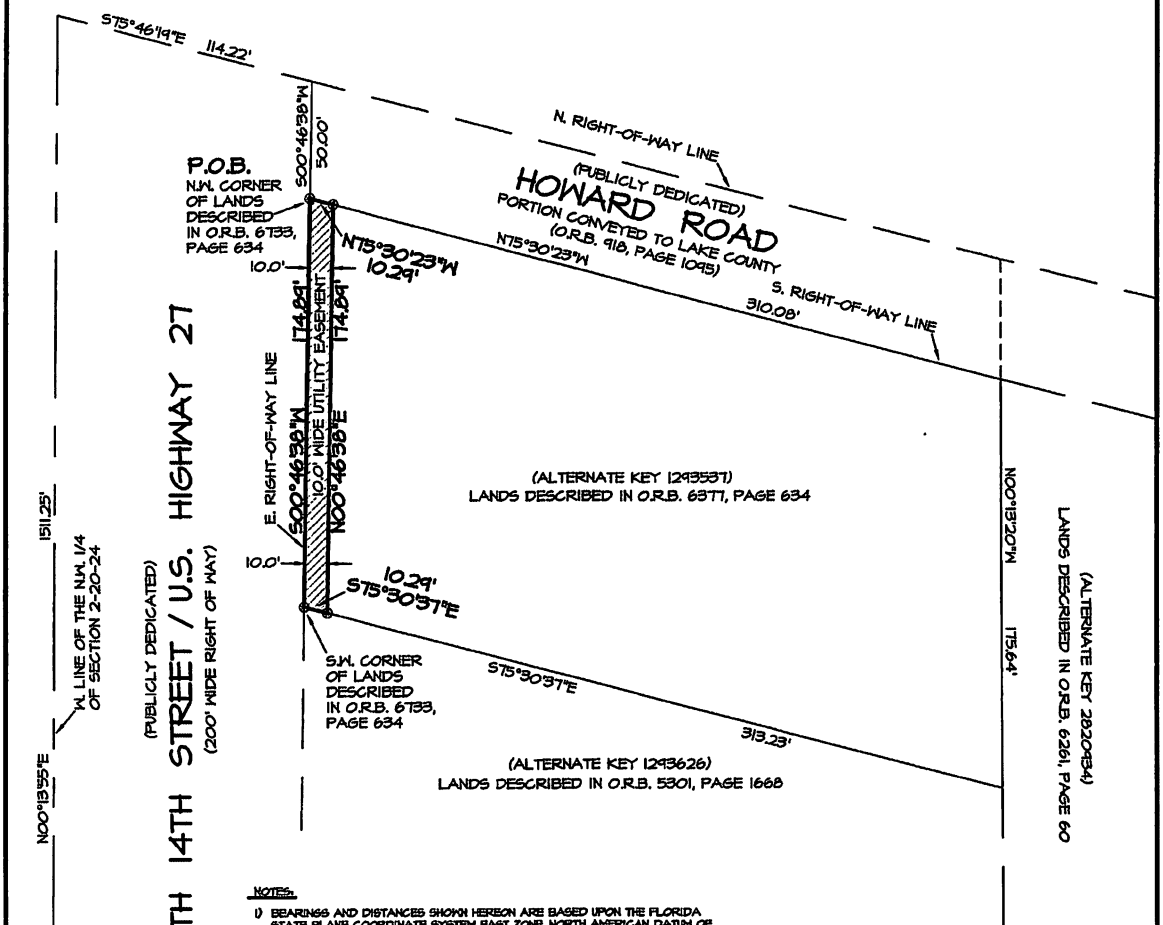
LB = LICENSED BUSINESS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.



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2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

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SKETCH OF DESCRIPTION OF 10.00' WIDE UTILITY EASEMENT

certified to:
TWO BOATS INVESTMENTS, LLC
and
CITY OF LEESBURG

SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

DRAWN BY:	D.C.W.	DATE:	05/19/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21385
I:\SURVEY\OFFICE\ASSET\GIF\2434-048 FILE:		SHEET	1 of 2

Douglas C. Wade
Digitally signed by Douglas C. Wade
Date: 2026.05.20 13:40:00 -04'00'

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4688

DOUGLAS C. WADE CERTIFICATE No. 4688 STATE OF FLORIDA Registered Land Surveyor

PHONE: (352)753-6511 FAX: (352)753-0374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

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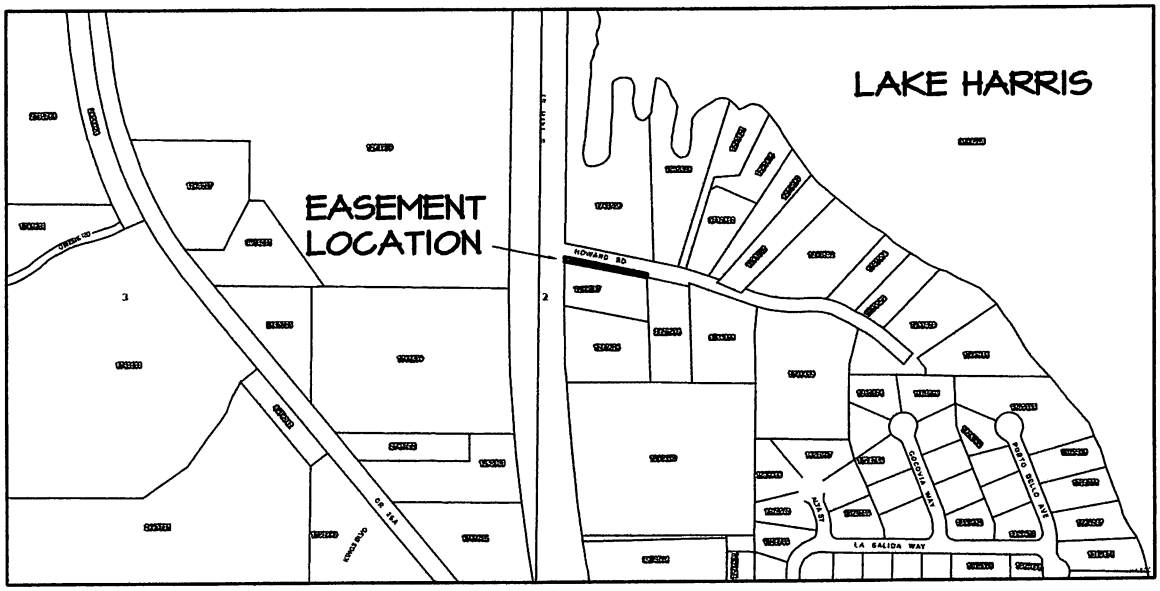
COMMENCE AT THE WEST 1/4 SECTION CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N. 00°13'55" E., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 1151.25 FEET; THENCE S. 75°46'19" E., DEPARTING FROM THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, A DISTANCE OF 114.22 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27 AND BEING A POINT ON THE NORTH RIGHT-OF-WAY OF HOWARD ROAD; THENCE S. 00°46'38" W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 27, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID HOWARD ROAD, SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6377, PAGE 634, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, S. 75°30'23" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HOWARD ROAD AND THE NORTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6377, PAGE 634, DISTANCE OF 310.08 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6377, PAGE 634; THENCE S. 00°13'20" E., ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 10.34 FEET; THENCE N. 75°30'23" W., DEPARTING FROM SAID EAST LINE AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID HOWARD ROAD, A DISTANCE OF 310.27 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6377, PAGE 634 AND THE WEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 27; THENCE N. 00°46'38" E., ALONG SAID LINES, A DISTANCE OF 10.29 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 3101.72 SQUARE FEET AND 0.07 ACRES, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

NOTES:

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2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

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certified to:
TWO BOATS INVESTMENTS, LLC
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SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DRAWN BY:	D.C.W.	DATE:	05/19/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21386
N:\ENGINEER\OFFICE\10FTUEHOWARD\24-642 FILE:		SHEET	2 OF 2

Douglas C. Wade — Digitally signed by Douglas C. Wade Date: 2026.05.20 13:43:43 -04'00'

DOUGLAS C. WADE CERTIFICATE No. 4685 STATE OF FLORIDA Registered Land Surveyor

DOUGLAS C. WADE
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SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

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GRAPHIC SCALE
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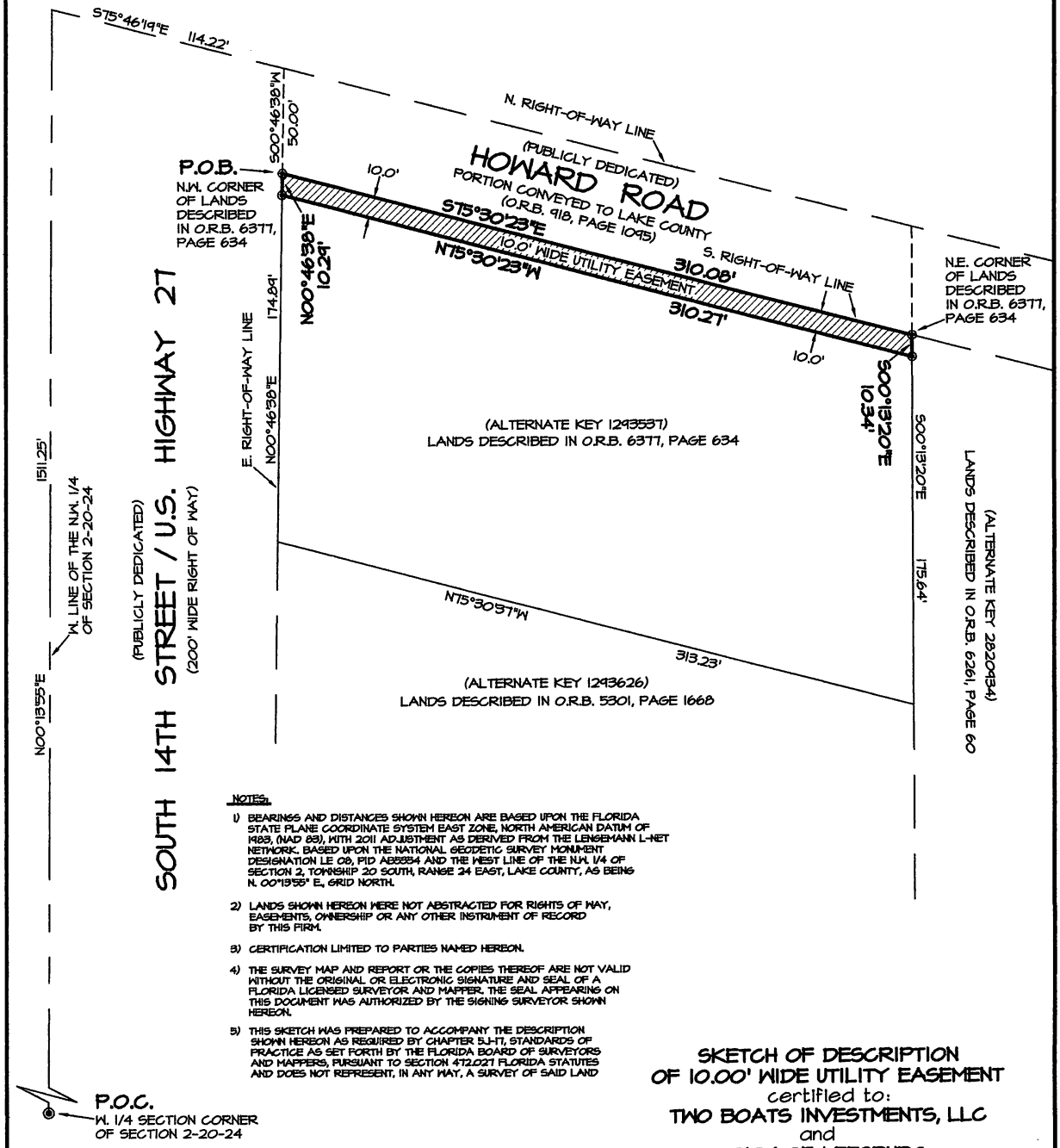
1 inch = 50 ft.



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certified to:
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SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

DRAWN BY:	D.C.W.	DATE:	05/19/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21386
M:\ENGINEERING\PROJECTS\2021\HOWARD ROAD\B-21386.DWG		SHEET	2 OF 2

Douglas C. Wade
Digitally signed by Douglas C. Wade
Date: 2026.05.20 13:44:11 -04'00'

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685

DOUGLAS C. WADE CERTIFICATE No. 4685 STATE OF FLORIDA Registered Land Surveyor

PHONE: (352)753-6511 FAX: (352)753-0374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.4.
Meeting Date:	July 13, 2026
From:	Andi Purvis, (City Clerk)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Petralanda Properties, LLC; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving a Utility Easement from Petralanda Properties, LLC.

Analysis:
Petralanda Properties, LLC are granting a Utility Easement to the City of Leesburg, Florida on the property described in the document.

Procurement Analysis:
N/A

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

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE PROPERTY DESCRIBED THEREIN FROM PETRALANDA PROPERTIES, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Petralanda Properties, LLC is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 1st day of June, 2026 by **PETRALANDA PROPERTIES LLC**, a Florida limited liability company, whose mailing address is 3204 Casteen Road, Leesburg, Florida 34748 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Signature

Printed Name DIANE BURRESS

3204 CASTEEN RD
Address

William J Mountain
Signature

WILLIAM MOUNTAIN
Printed Name

16210 SE 91 ct, Summerfield
Address

GRANTOR:

PETRALANDA PROPERTIES LLC, a Florida limited liability company

Naiara Petralanda Ealo, Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this 1st day of June, 2026, by Naiara Petralanda Ealo as Manager of Petralanda Properties, LLC, a Florida limited liability company, on behalf of the company, who is [X] personally known to me or [_] who produced the following identification:

Notary Public Signature

Charity Whitt
Notary Public Name

My Commission Number: HH 506961
My Expiration Date: 3/21/2028

(seal)

Notary Public State of Florida
Charity Whitt
My Commission HH 506961
Expires 3/21/2028

Exhibit "A"

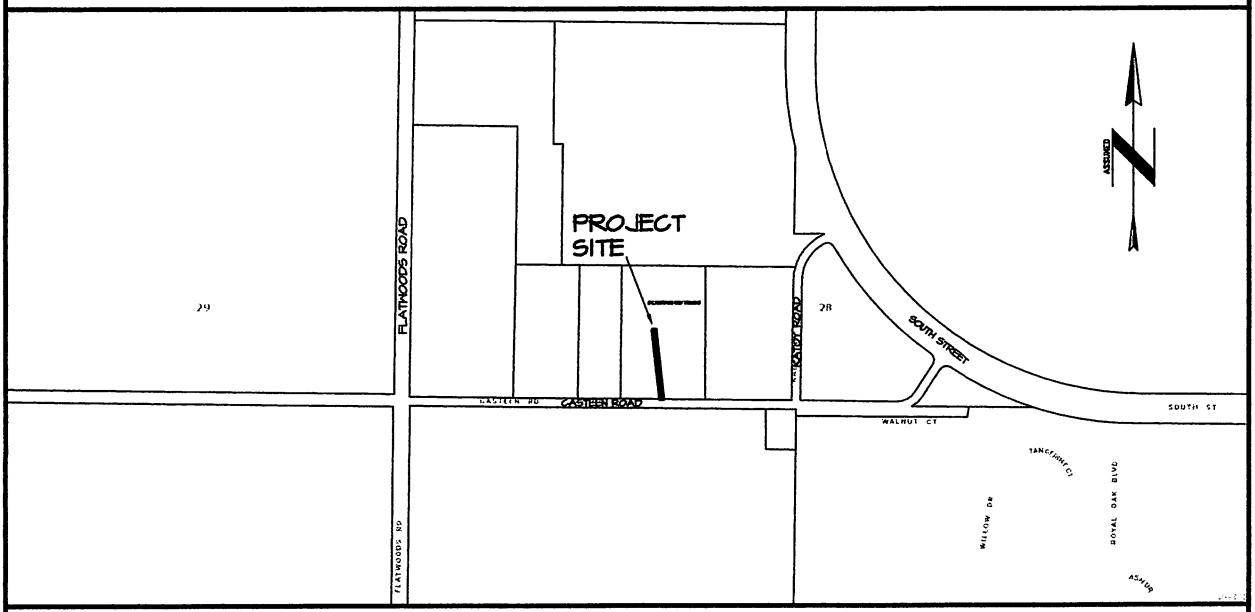
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

DESCRIPTION:

COMMENCE AT THE S.E. CORNER OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.89°51'52" W. ALONG THE SOUTH LINE OF THE N.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 28, A DISTANCE OF 457.32 FEET; THENCE N. 00°08'08" E. DEPARTING SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CASTEEN ROAD FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 06°45'00" W. DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 227.33 FEET; THENCE N. 00°09'06" W., A DISTANCE OF 5.00 FEET; THENCE N. 89°50'54" E., A DISTANCE OF 10.00 FEET; THENCE S. 00°09'06" E., A DISTANCE OF 4.42 FEET; THENCE S. 06°45'00" E., A DISTANCE OF 227.97 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF CASTEEN ROAD; THENCE N. 89°51'52" W. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,324 SQUARE FEET.



VICINITY MAP

(NOT TO SCALE)

NOTES:

1) BEARINGS ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 28-19-24 AS BEING S. 89°51'52" E., ASSUMED MERIDIAN.

2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

SKETCH OF DESCRIPTION OF 10.00' WIDE UTILITY EASEMENT

certified to:

PETRALANDA PROPERTIES, LLC,
BULLDOG SITE WORK, LLC
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS

(SEE SHEET 2 OF 2 FOR SKETCH)

DRAWN BY:	DATE:
R.W.H.	05/05/26
CHECKED BY:	DRAWING NO.:
D.C.W.	B-21304
FILE: SURVEY26\26-488	SHEET 1 OF 2

RONALD W. HERR
Digitally signed by RONALD W. HERR
Date: 2026.05.06 13:56:36 -04'00'

RONALD W. HERR
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907

RONALD W. HERR CERTIFICATE No. 4907 STATE OF FLORIDA Professional Land Surveyor

PHONE: (352)753-6511 FAX: (352)753-0374

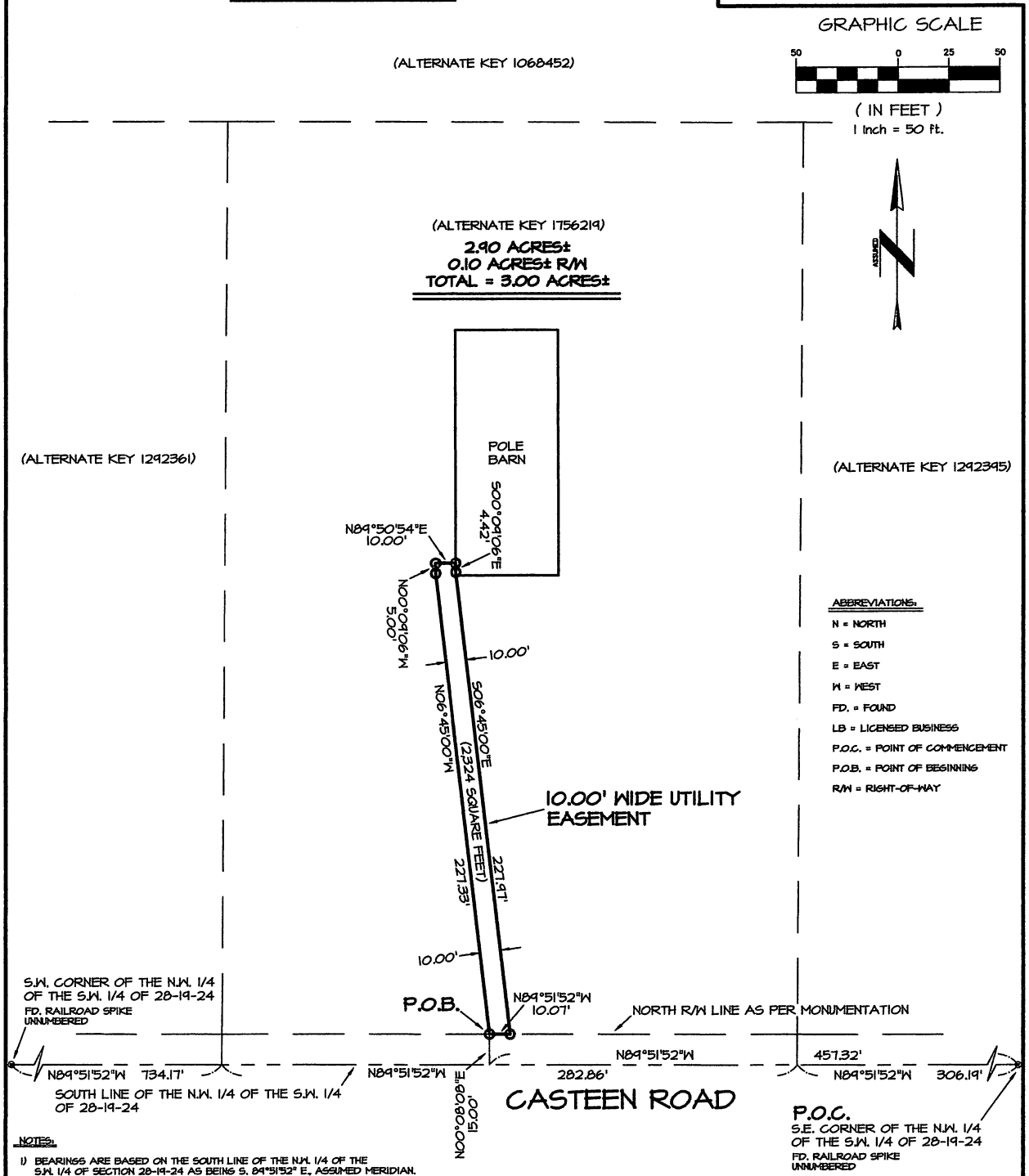
WSI PROFESSIONAL SURVEYING & MAPPING

WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY



ABBREVIATIONS:

- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- FD. = FOUND
- LB = LICENSED BUSINESS
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY

NOTES:

1) BEARINGS ARE BASED ON THE SOUTH LINE OF THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 28-19-24 AS BEING S. 89°51'52" E., ASSUMED MERIDIAN.

2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

4) REPRODUCTIONS OF THIS PLAT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

SKETCH OF DESCRIPTION OF 10.00' WIDE UTILITY EASEMENT

certified to:

PETRALANDA PROPERTIES, LLC,
BULLDOG SITE WORK, LLC
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS

(SEE SHEET 2 OF 2 FOR SKETCH)

DRAWN BY: R.W.H.	DATE: 05/05/26
CHECKED BY: D.C.W.	DRAWING NO.: B-21304
FILE: SURVEY26\26-488	SHEET 1 OF 2

RONALD W. HERR
Digitally signed by RONALD W. HERR
Date: 2026.05.06 13:57:18 -04'00'

RONALD W. HERR
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4907

RONALD W. HERR CERTIFICATE No. 4907 STATE OF FLORIDA Professional Land Surveyor

PHONE: (352)753-6511 FAX: (352)753-0374

WSI PROFESSIONAL SURVEYING & MAPPING

WADE SURVEYING, INC.
LB-6514

1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: July 13, 2026

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Phillips Family Partnership, LLLP, joined by Linda Phillips Family Trust, dated July 3, 2012; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving a Utility Easement from Phillips Family Partnership, LLLP, and Joinder and Consent to Utility Easement from Linda Phillips Family Trust, dated July 3, 2012.

Analysis:
Phillips Family Partnership, LLLP, are granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:
N/A

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

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE PROPERTY DESCRIBED THEREIN FROM PHILLIPS FAMILY PARTNERSHIP, LLLP, JOINED BY LINDA PHILLIPS FAMILY TRUST, DATED JULY 3, 2012; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Utility Easement granted to the City of Leesburg by Phillips Family Partnership, LLLP, joined by Linda Phillips Family Trust, dated July 3, 2012, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") is hereby granted this 11 day of June, 2026 by **PHILLIPS FAMILY PARTNERSHIP, LLLP**, a Florida Limited Partnership, whose mailing address is 2160 US Hwy 27/441, Fruitland Park, FL 34731 ("**GRANTOR,**") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

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

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

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

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

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached

hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

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

WITNESSES:

Signature

Cord Coleman
Printed Name

2311 Griffin Ave.
Address Lady Lake Fl. 32159

Signature

Deanna Griffin
Printed Name

101 Jonthe St
Address Tavares FL 32778

GRANTOR:

PHILLIPS FAMILY PARTNERSHIP, LLLP, a Florida Limited Partnership

By: Trustee Kenneth D. Phillips

Its: General Partner

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 11 day of June, 2026, by Kenneth D Phillips as General Partner of PHILLIPS FAMILY PARTNERSHIP, LLLP, a Florida limited partnership, on behalf of the partnership, who is [ ] personally known to me or [ ] who produced the following identification:

Darlene mallory
Notary Public Signature

Darlene mallory
Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

DARLENE MALLORY
MY COMMISSION # HH 378068
EXPIRES: April 3, 2027

JOINDER AND CONSENT TO UTILITY EASEMENT

Linda Phillips Family Trust, dated July 3, 2012, whose address is P.O. Box 491907, Leesburg, Florida 34749-1907, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Fruitland Park, Lake County, Florida, and hereby joins and consents to the Utility Easement between **Phillips Family Partnership, LLLP,** a Florida limited partnership, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage, dated December 3, 2025 and recorded on January 2, 2026, in Official Records Book 6658, Page 2445, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:

Linda Phillips Family Trust, dated July 3, 2012

By: _____
Linda Phillips, Trustee

_____
Printed Name: Carol Coleman
Address: 2511 Griffin Ave.
Lady Lake, Fl. 32159

_____
Printed Name: Deanna Cor. Shin
Address: 1616 E Ianthe St
Tavares Fl 32778

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of June, 2026, by Linda Phillips, as Trustee of the Linda Phillips Family Trust, dated July 3, 2012, who is ✓ personally known or produced Kenneth D Phillips as identification.

(Seal)

_____
NOTARY PUBLIC

DARLENE MALLORY
MY COMMISSION # HH 378068
EXPIRES: April 3, 2027

Exhibit "A"

SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

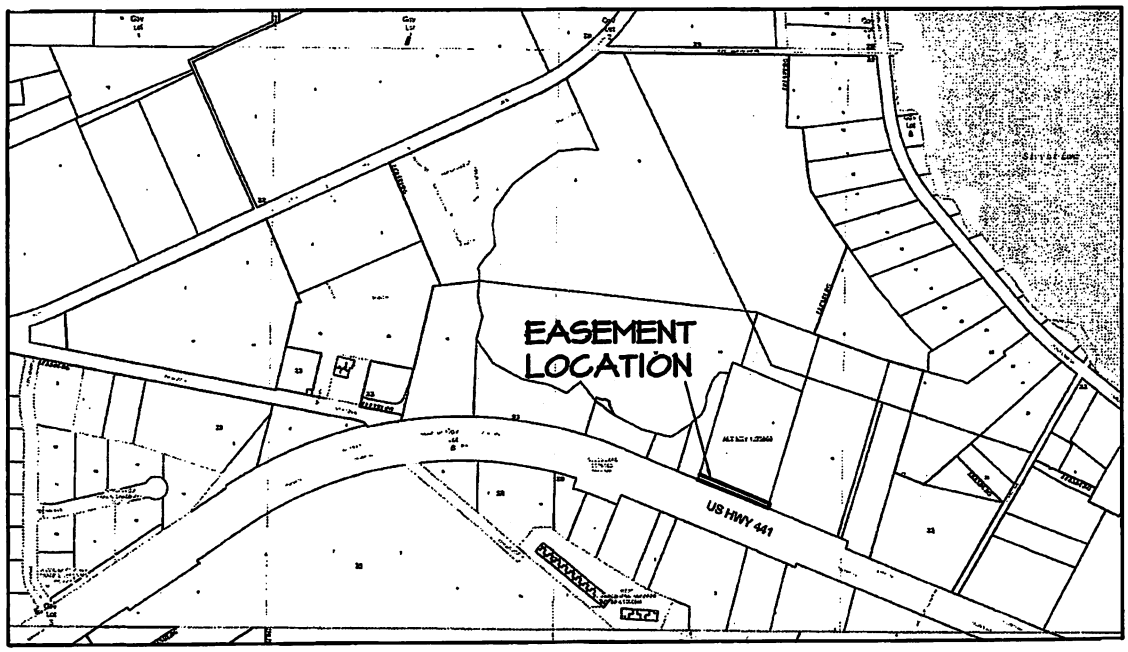
NOT A BOUNDARY SURVEY

DESCRIPTION:

A 10.00 FEET WIDE UTILITY EASEMENT BEING IN A PORTION OF LOTS 18 AND 19, BLOCK 33 IN SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 AND THE EASTERLY LINE OF LOT 18, BLOCK 33 OF SAID SILVER LAKE ESTATES; THENCE S. 67°12'47" E., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 441, A DISTANCE OF 257.49 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1576, PAGES 1697 AND 1698, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N. 16°40'20" E., ALONG THE EAST LINE OF SAID LANDS AND DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 441, A DISTANCE OF 10.06 FEET TO A POINT THAT IS 10.00 FEET NORTH OF AND PERPENDICULAR TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 441; THENCE N. 67°12'47" W., PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 441, A DISTANCE OF 352.01 FEET TO A POINT ON THE WEST LINE OF THE EASTERLY 94.00 FEET OF SAID LOT 18, BLOCK 33; THENCE S. 16°44'10" W., ALONG SAID WEST LINE OF THE EASTERLY 94.00 FEET OF LOT 18, BLOCK 33, A DISTANCE 10.06 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE S. 67°12'47" E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 94.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 3520.11 SQUARE FEET, 0.08 ACRES, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

NOTES:

1) BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 AS BEING S. 67°12'47" E., ASSUMED MERIDIAN.

2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.

5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND

SKETCH OF DESCRIPTION
OF 10.00' WIDE UTILITY EASEMENT
certified to:
PHILLIPS FAMILY PARTNERSHIP, LTD
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

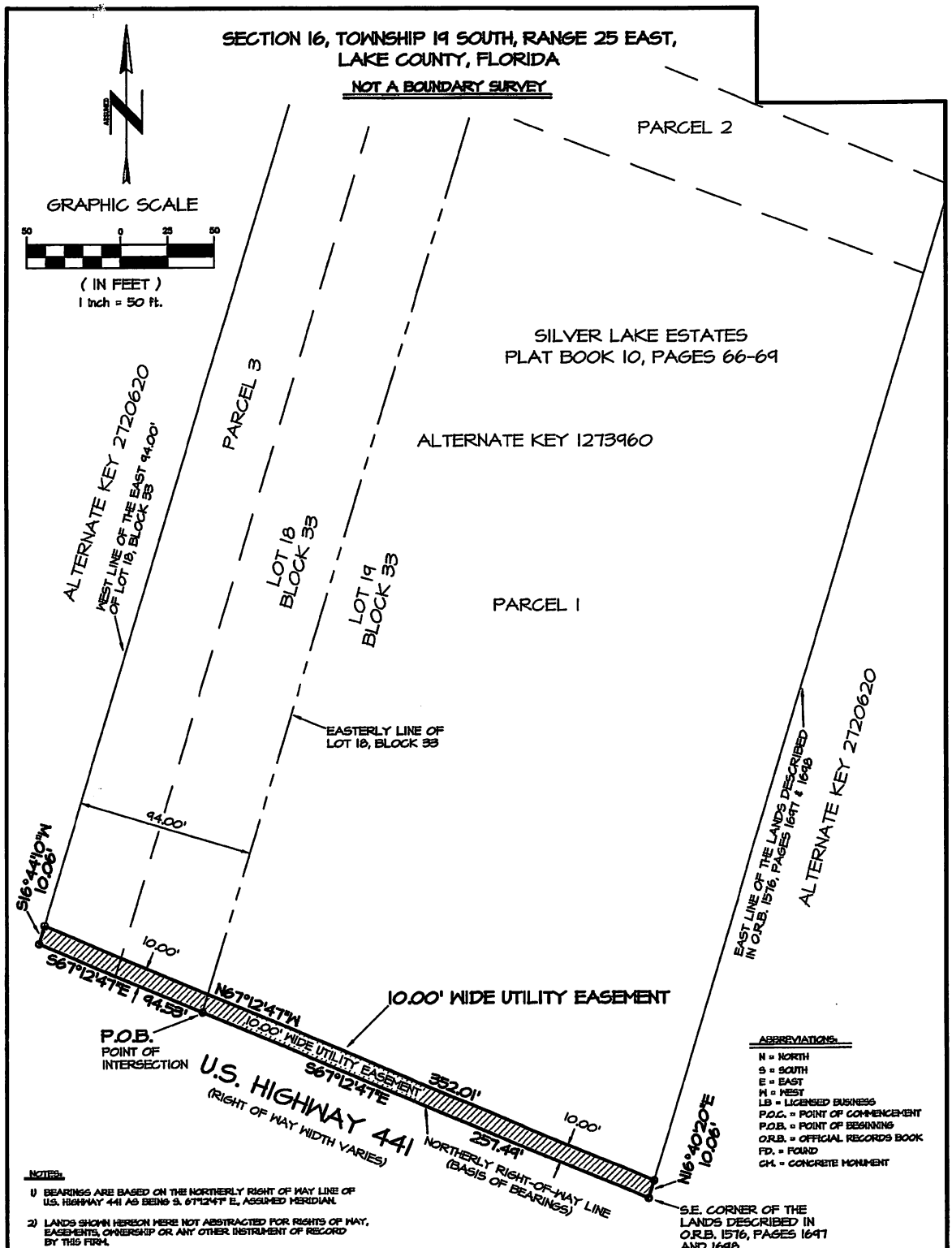
Douglas C. Wade Digitally signed by Douglas C. Wade Date: 2026.06.01 14:11:48 -04'00'

DOUGLAS C. WADE CERTIFICATE No. 4669 STATE OF FLORIDA Registered Land Surveyor

DRAWN BY:	D.C.W.	DATE:	06/01/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21441
FILE:	SURVEYS\25-715	SHEET	1 of 2

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4669

PHONE: (352)753-6511 FAX: (352)753-0374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159



ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK
FD. = FOUND
CM. = CONCRETE MONUMENT

NOTES:

1) BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 AS BEING S. 67°12'47" E., ASSUMED MERIDIAN.
2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
4) THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.
5) THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND

SKETCH OF DESCRIPTION OF 10.00' WIDE UTILITY EASEMENT

certified to:

PHILLIPS FAMILY PARTNERSHIP, LTD
and
CITY OF LEESBURG

SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

Douglas C. Wade Digitally signed by Douglas C. Wade Date: 2026.06.01 14:12:20-04'00'

DRAWN BY:	D.C.W.	DATE:	06/01/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21441
FILE:	SURVEY25\25-715	SHEET	2 OF 2

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4665

DOUGLAS C. WADE CERTIFICATE No. 4665 STATE OF FLORIDA Registered Land Surveyor

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WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

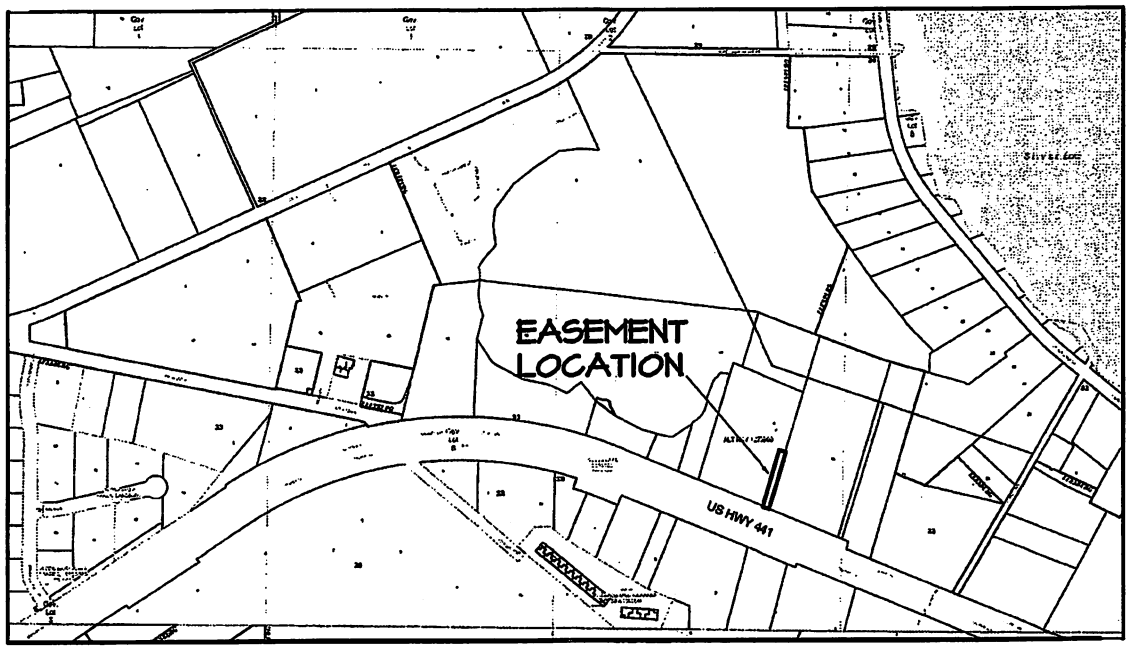
NOT A BOUNDARY SURVEY

DESCRIPTION:

A 10.00 FEET WIDE UTILITY EASEMENT BEING IN A PORTION OF LOTS 18 AND 19, BLOCK 33 IN SILVER LAKE ESTATES, ACCORDING TO THE REVISED AND CORRECTED PLAT OF RE-SUBDIVISION OF SUBDIVISION OF SILVER LAKE ESTATES RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 AND THE EASTERLY LINE OF LOT 18, BLOCK 33 OF SAID SILVER LAKE ESTATES; THENCE S. 67°12'47" E., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 441, A DISTANCE OF 257.49 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1576, PAGES 1697 AND 1698, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING, N. 16°40'20" E., ALONG THE EAST LINE OF SAID LANDS AND DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 441, A DISTANCE OF 357.00 FEET; THENCE N. 73°19'40" W., DEPARTING FROM THE EASTERLY LINE OF SAID LANDS A DISTANCE OF 10.00 FEET, TO A POINT THAT IS 10.00 FEET FROM AND PERPENDICULAR TO THE EAST LINE OF SAID LANDS; THENCE S. 16°40'20" W., PARALLEL WITH THE EAST LINE OF SAID LANDS, A DISTANCE OF 355.93 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE S. 67°12'47" E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.06 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 3564.64 SQUARE FEET, 0.08 ACRES, MORE OR LESS.



VICINITY MAP
(NOT TO SCALE)

NOTES:

1) BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 AS BEING S. 67°12'47" E., ASSUMED MERIDIAN.

2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.

3) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.

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SKETCH OF DESCRIPTION
OF 10.00' WIDE UTILITY EASEMENT
certified to:
PHILLIPS FAMILY PARTNERSHIP, LTD
and
CITY OF LEESBURG

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DRAWN BY:	D.C.W.	DATE:	06/01/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21441
FILE:	SURVEY23\25-718	SHEET	1 OF 2

Douglas C. Wade
Digitally signed by Douglas C. Wade
Date: 2026.06.01 14:18:44 -04'00'

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4666

DOUGLAS C. WADE CERTIFICATE No. 4666 STATE OF FLORIDA Registered Land Surveyor

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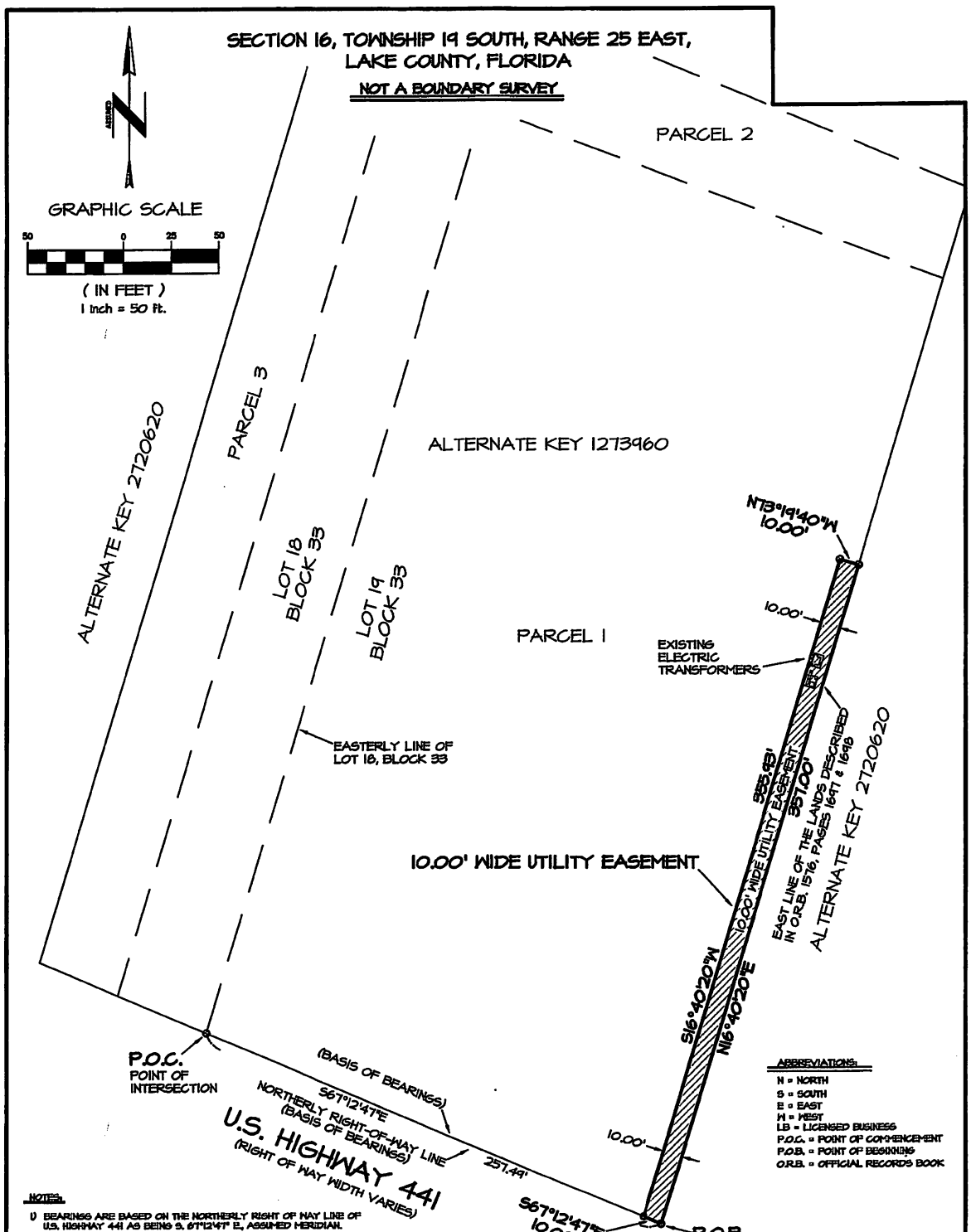
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159



ABBREVIATIONS:
N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
O.R.B. = OFFICIAL RECORDS BOOK

NOTES:

1) BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 AS BEING S. 67°12'47" E., ASSUMED MERIDIAN.
2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
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SKETCH OF DESCRIPTION OF 10.00' WIDE UTILITY EASEMENT

certified to:

PHILLIPS FAMILY PARTNERSHIP, LTD
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SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

Douglas C. Wade
Digitally signed by Douglas C. Wade
Date: 2026.06.01 14:20:05 -04'00'

DRAWN BY:	D.C.W.	DATED:	06/01/26
CHECKED BY:	R.W.H.	DRAWING NO.:	B-21441
FIELD:	SURVEY23\23-716	SHEET:	2 OF 2

DOUGLAS C. WADE
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DOUGLAS C. WADE CERTIFICATE No. 4689 STATE OF FLORIDA Registered Land Surveyor

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: July 13, 2026

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, executing and submitting the Certification of Taxable Value for Fiscal Year 2026-27 to the Lake County Property Appraiser; and providing an effective date.

Staff Recommendation:
Staff recommends authorizing the City Manager to execute and submit the Certification of Taxable Value for Fiscal Year 2026-27 to the Lake County Property Appraiser, establishing a tentative millage rate based upon one of the options listed below.

Analysis:
Truth in Millage (TRIM) guidelines require the City Commission to determine the "tentative millage rate" in July of each year. This is a rate representing the maximum millage rate that may be adopted by the Commission at the end of the budget process. The Commission has the ability to adopt a "final millage rate" lower than the tentative rate, but not higher. The final millage rate will be adopted in September, at the conclusion of the budget process. The current millage rate is 3.4752 mills. The proposed FY 27 millage rate of 3.3783, is the "roll-back rate". This is a tax decrease.

Procurement Analysis:
N/A

Options:
The City Commission may adopt a tentative rate up to 3.7161 mills by a 2/3 vote (4 out of 5 commissioners approving). The current rate FY26 is 3.4752 mills. The "roll-back" rate is 3.3783 mills which is proposed for FY27. The table below shows the difference in Ad Valorem Proceeds.

Millage Rate Options:	Adjusted Taxable Value		Millage Per $1,000		Gross Ad Valorem Proceeds	Budget %	Tentative Budgeted Ad Valorem Proceeds	Prior Year Budgeted Ad Valorem Proceeds	Change	Vote Required
1. Roll-back Rate:	4,169,566,048	X	3.3783	=	14,086,045	95%	13,381,744	12,805,252	576,492	Majority
2. Current Millage Rate FY 26:	4,169,566,048	X	3.4752	=	14,490,076	95%	13,765,573	12,805,252	960,321	2/3 Vote*
3. Maximum Millage Rate:	4,169,566,048	X	3.7161	=	15,494,524	95%	14,719,798	12,805,252	1,914,546	2/3 Vote*

* 4 out of 5 commissioners approving

1. Adopt a tentative millage rate of 3.3783 mills (roll-back rate); or,
2. Such alternative action as the City Commission deems appropriate.

Fiscal Impact:

Adoption of the proposed 3.3783 millage rate (roll-back rate) will result in Ad Valorem proceeds of $13,381,744, at 95% of which the General Fund keeps $11,109,509 due to $2,272,235 going to the CRA's.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, EXECUTING AND SUBMITTING THE CERTIFICATION OF TAXABLE VALUE FOR FISCAL YEAR 2026-27 TO THE LAKE COUNTY PROPERTY APPRAISER; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Manager is hereby authorized to execute the "Certificate of Taxable Value for Fiscal Year 2026-27" with a tentative millage rate of 3.3783 mills, which is the "roll back rate", and submit the same to the Lake County Property Appraiser, whose address is P.O. Box 1027, Tavares, Florida 32778.

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 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: July 13, 2026

From: Brandy McDaniel, (Budget Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2025-26 Budget for the General, Gas, Wastewater and Gas Tax Funds for the Third Quarter; and providing an effective date.

Staff Recommendation:
Staff recommends adoption of the attached resolution amending the fiscal year 2025-26 budget.

Analysis:
As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

General Fund	**Amount**	**Funding Source**
Palm Harbor Bridge Design (PW-Streets)	$ 65,000	Transfer from Gas Tax Fund
Gas Department Building (Transfer to Gas Fund)	1,500,000	Fund Balance
Football Uniforms (Recreation)	25,400	Donations
Christmas Lights (PW Facilities	138,058	Fund Balance
Total General Fund	**$ 1,728,458**	

Gas Fund	**Amount**	**Funding Source**
Gas Department Building	$ 4,500,000	Fund Balance
Total Gas Fund	**$ 4,500,000**	

Wastewater Fund	**Amount**	**Funding Source**
Cutrale WWT Plant Evaluation	$ 67,900	Fund Balance
Canal St. Feasibility Study SAHFI Funds	225,343	Intergovernmental- State Grant
Total Wastewater Fund	**$ 293,243**	

Gas Tax Fund	**Amount**	**Funding Source**
Palm Harbor Bridge Design (Transfer to General Fund)	$ 65,000	Fund Balance
Total Gas Tax Fund $ 65,000		

Procurement Analysis:
N/A

Options:
1. Adopt the attached resolution amending the fiscal year 2025-26 budget for the General, Gas, Wastewater and Gas Tax Funds for the Third Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
See Attached

FUND	FY 2026 ADOPTED	CHANGE	FY 2026 AMENDED
General	41,465,279	1,728,458	43,193,737
Stormwater	3,759,465	-	3,759,465
Housing Assistance	164,000	-	164,000
Greater Leesburg CRA	1,228,726	-	1,228,726
Carver Heights CRA	1,421,759	-	1,421,759
Hwy 441/27 CRA	3,546,750	-	3,546,750
Debt Service	1,816,457	-	1,816,457
Capital Projects	18,399,309	-	18,399,309
Electric	88,590,149	-	88,590,149
Gas	23,794,049	4,500,000	28,294,049
Water	19,250,734	-	19,250,734
Wastewater	22,309,232	293,243	22,602,475
Solid Waste	5,542,979	-	5,542,979
Airport	14,807,929	-	14,807,929
Police Pension	3,601,733	-	3,601,733
Fire Pension	2,360,279	-	2,360,279
General Employees Pension	3,255,000	-	3,255,000
Health Insurance	8,251,820	-	8,251,820
Workers' Compensation	1,492,810	-	1,492,810
Discretionary Sales Tax	5,501,942	-	5,501,942
Gas Tax	1,075,000	65,000	1,140,000
Building Permits	1,809,589	-	1,809,589
Police Forfeiture	30,000	-	30,000
Police Education Receipts	8,000	-	8,000
Police Impact Fees	55,500	-	55,500
Fire Impact Fees	-	-	-
Recreation Impact Fees	-	-	-
Fleet Services	5,906,063	-	5,906,063
Total	279,444,553	6,586,701	286,031,254

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE FISCAL YEAR 2025-26 BUDGET FOR THE GENERAL, GAS, WASTEWATER AND GAS TAX FUNDS FOR THE THIRD QUARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2025-26 on September 22, 2025, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2025-26 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2025-26 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2025-26 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2025-26 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Miscellaneous Revenue	25,400
Other Financing Sources:	
Transfer from Other Funds	65,000
Fund Balance Appropriated	1,638,058
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,728,458
PROPOSED APPROPRIATIONS	
Transportation	65,000
General Government	138,058
Culture/Recreation	25,400
Non-Expenditures:	
Transfer to Other Funds	1,500,000
TOTAL PROPOSED APPROPRIATIONS	1,728,458

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Other Financing Sources:	
Transfer from Other Funds	1,500,000
Fund Balance Appropriated	3,000,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	4,500,000
PROPOSED APPROPRIATIONS	
Physical Environment	4,500,000
TOTAL PROPOSED APPROPRIATIONS	4,500,000

WASTEWATER FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Intergovernmental Revenue	225,343
Other Financing Sources:	
Fund Balance Appropriated	67,900
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	293,243
PROPOSED APPROPRIATIONS	
Physical Environment	293,243
TOTAL PROPOSED APPROPRIATIONS	293,243

GAS TAX FUND

ESTIMATED REVENUES AND OTHER RECEIPTS	
Fund Balance Appropriated	65,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	65,000
PROPOSED APPROPRIATIONS	
Non-Expenditures:	
Transfer to Other Funds	65,000
TOTAL PROPOSED APPROPRIATIONS	65,000

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS	
Miscellaneous Revenue	25,400
Intergovernmental Revenue	225,343
Total Estimated Revenues	250,743
Other Financing Sources:	
Transfer from Other Funds	1,565,000
Fund Balance Appropriated	4,770,958
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	6,586,701
PROPOSED APPROPRIATIONS	
General Government	138,058
Culture/Recreation	25,400
Physical Environment	4,793,243
Transportation	65,000
Non-Expenditures:	
Transfer to Other Funds	1,565,000
TOTAL PROPOSED APPROPRIATIONS	6,586,701

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 13th day of July 2026.

Mayor

ATTEST:

City Clerk

3rd Quarter Budget Adjustments Additional Information

Fund:	Description	Amount	Reason
General Fund			
	Palm Harbor Bridge Design (PW-Streets)	65,000	City Commission approved 5/11/26 Rehab & Repair Design, using available Gas Tax Funds
	Gas Department Building (Transfer to Gas Fund)	1,500,000	City Commission approved 5/26/26, General Fund- City Clerk Storage
	Football Uniforms	25,400	City has available donations, add funds to budget for purchase of football uniforms
	Christmas Lights	138,058	City Commission approved 6/8/26
	Total General Fund	**1,728,458**	
Gas Fund			
	Gas Department Building	4,500,000	City Commission approved 5/26/26
	Total Gas Fund	**4,500,000**	
Wastewater Fund			
	Cutrale WWT Plant Evaluation	67,900	City Commission approved 5/11/26
	Canal St. Feasibility Study SAHFI Funds	225,343	City Commission approved 6/8/26- funded with SAHFI Funds (State Grant)
	Total Wastewater Fund	**293,243**	
Gas Tax Fund			
	Palm Harbor Bridge Design (Transfer to General Fund)	65,000	City Commission approved 5/11/26 Rehab & Repair Design, using available Gas Tax Funds
	Total Gas Tax Fund	**65,000**	
	Total 3rd Qtr Budget Adjustments	**6,586,701**	

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: July 13, 2026

From: Melissa Arriaga, (Director of Human Resources)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing amendments to Personnel Policy 340 to designate Leesburg Bikefest (the last Friday in April) and New Year's Eve (December 31) as paid holidays for eligible City employees; and providing an effective date.

Staff Recommendation:
Staff recommends approval of revisions to Personnel Policy 340—Holidays to designate Leesburg Bikefest (last Friday in April) and New Year's Eve (December 31) as paid holidays for eligible City employees, effective October 1, 2026.

Analysis:
Personnel Policy 340 establishes the City's recognized paid holidays for eligible employees. Human Resources periodically reviews employee benefits to ensure the City's total compensation package remains competitive with neighboring municipalities and other public employers in support of recruitment and retention efforts.

As part of this review, staff evaluated paid holiday schedules among surrounding local governments. While holiday schedules vary, many municipalities provide additional paid holidays beyond the traditional federal holiday schedule. Maintaining a competitive benefits package continues to be an important component of attracting and retaining a highly qualified workforce.

Staff is recommending two revisions to Policy 340.

The first revision designates the last Friday in April as the Leesburg Bikefest Holiday. Bikefest is one of the City's premier annual events and requires extensive event setup, road closures, and logistical coordination that significantly impact access to downtown City facilities and normal business operations. As a result, City offices located in the downtown area have historically closed on the last Friday in April due to these operational disruptions. Employees have traditionally been required to use accrued paid leave or adjust their work schedules to accommodate the closure.

The proposed revision formalizes this longstanding operational practice by recognizing the closure as a paid holiday rather than requiring employees to use their accrued leave or adjust their schedules. Should the City discontinue Bikefest in the future, the Bikefest Holiday would likewise be discontinued through a

subsequent amendment to Personnel Policy 340.

The second revision adds New Year's Eve as a paid holiday. This enhancement strengthens the City's overall benefits package and supports the City's ability to recruit and retain a qualified workforce. In addition, observing New Year's Eve aligns the City's holiday schedule with the practices of many public employers that provide an additional year-end holiday and gives employees more time to spend with their families during the holiday season.

Procurement Analysis:

Options:
1. Approve amending Personnel Policy 340 as recommended; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The fiscal impact associated with these revisions is expected to be minimal and is limited to the additional compensation paid to employees who are required to work on a designated holiday. Funding can be accommodated within existing departmental personnel budgets.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AMENDMENTS TO PERSONNEL POLICY 340 TO DESIGNATE LEESBURG BIKEFEST (THE LAST FRIDAY IN APRIL) AND NEW YEAR'S EVE (DECEMBER 31) AS PAID HOLIDAYS FOR ELIGIBLE CITY EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission does hereby authorize the approval of amended language to Personnel Policy 340 to designate Leesburg BikeFest (the last Friday in April) and New Year's Eve (December 31) as paid holidays for eligible City employees.

THAT in the event the City discontinues BikeFest, the BikeFest Holiday shall also be discontinued through amendment of Personnel Policy 340.

THAT this resolution shall become effective October 1, 2026.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

340 HOLIDAYS

The following days are recognized as City Holidays:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Leesburg Bikefest	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
One floating holiday to be selected by employee	

The floating holiday is intended to be used to observe days of personal significance such as religious holidays, birthdays, weddings or other special occasions. The floating holiday is only available to employees in the calendar year following their date of hire. The floating holiday will only be added to an employees' accrual bank the first pay period of each calendar year. (For example, if your date of hire is 2/17/15 the Floating Holiday will be added the first pay period in 2016.) Employees must schedule this day each year with their supervisor as far in advance as possible. Failure to take a floating holiday within a calendar year will result in loss of that day.

City holidays which fall on a Saturday will be observed on the preceding Friday; holidays which fall on a Sunday will be observed on the following Monday for the majority of the City employees. If your position is part of a 24/7 operation (such as dispatchers, police officers, etc.) the holiday will be observed on the actual holiday.

The City recognizes the last Friday in April as a paid holiday in observance of Leesburg Bikefest, due to the operational impact of the event and the closure of City offices. Should Leesburg Bikefest no longer be held, this holiday shall be discontinued.

All employees (whether regular or probationary period employees) are eligible for holiday pay. Full-time employees are eligible for eight hours of holiday pay exclusive of shift or overtime premiums. Part-time employees who are regularly scheduled for 20 or more hours per week are eligible for prorated holiday pay

based on their regularly scheduled hours. ~~School crossing guards are eligible for holiday pay on the holidays which fall during the school year. The hours paid to the school crossing guards will be the same number of hours normally worked in a day.~~

To be eligible for holiday pay, an employee must work the last regularly scheduled workday preceding the holiday and the first regularly scheduled workday following the holiday, unless the absence is approved in advance by his supervisor. The Department Head may request approval for holiday pay if the absence(s) is/are due to extenuating circumstances. Approval must be received from the City Manager.

If a holiday falls during an employee's scheduled PTO the holiday will be observed, the employee will be entitled to holiday pay and the holiday will not be counted as PTO taken.

An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding or on the first workday following a holiday will not receive holiday pay.

An employee required to work on a holiday will be paid at one and one-half times his regular hourly rate for the hours worked and will receive eight hours of pay for the holiday.

Employees covered by a CBA shall receive holiday pay in accordance with their written bargaining agreement.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: July 13, 2026

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing an Amendment to the 401a City of Leesburg General Employees Retirement Plan Agreement to increase the City's Employer Contribution from Five Percent (5%) to Eight Percent (8%); and providing an effective date.

Staff Recommendation:
Staff recommends increasing the City's Employer Contribution to the 401a City of Leesburg General Employees Retirement Plan from Five Percent (5%) to Eight Percent (8%).

Analysis:
The City currently provides eligible employees, as established in the plan agreement, with a 5% employer contribution to the 401a City of Leesburg General Employees Retirement Plan.

On August 11, 2025, the City Commission approved an employer matching contribution of up to 3% for eligible employees who elect to participate in the voluntary 457(b) Deferred Compensation Plan. That employer match is deposited into the employee's 401(a) account. The proposed action does not modify that previously approved benefit.

This resolution proposes increasing the City's base employer contribution to the 401a retirement plan from 5% to 8% of eligible compensation. Unlike the voluntary 457(b) matching contribution, the increased employer contribution would be made regardless of whether an eligible employee participates in the 457(b) Deferred Compensation Plan.

Providing competitive retirement benefits continues to be an important component of the City's overall compensation strategy. Local governments throughout Florida face increasing competition in attracting and retaining qualified employees. Enhancing the City's employer contribution strengthens the City's overall benefit package while encouraging long-term employment and financial security for employees.

Increasing the City's base contribution demonstrates the City's continued investment in its workforce and supports ongoing recruitment and retention efforts.

Procurement Analysis:

Options:

1. Approve amending the 401a City of Leesburg General Employee Retirement Plan agreement to increase the Employer Contribution from five percent (5%) to eight percent (8%); or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The fiscal impact associated with increasing the employer contribution from 5% to 8% will be $120,000.00 and this has been incorporated into the proposed FY2026-27 budget. It will be funded through each department's personnel budget.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AN AMENDMENT TO THE 401A CITY OF LEESBURG GENERAL EMPLOYEES RETIREMENT PLAN AGREEMENT TO INCREASE THE CITY'S EMPLOYER CONTRIBUTION FROM FIVE PERCENT (5%) TO EIGHT PERCENT (8%); AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City will increase the Employer Contribution to the 401a City of Leesburg General Employee Retirement Plan from five percent (5%) to eight percent (8%), and;

THAT the City Commission hereby authorizes the Retirement Plan Committee to sign an amended 401a City of Leesburg General Employee Retirement Plan agreement to increase the Employer Contribution to eight percent (8%) as outlined in this resolution with the City's current plan administrator, Empower.

THAT this resolution shall become effective October 1, 2026.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: July 13, 2026

From: Dan Miller, (Planning and Zoning Director), Mel Ortiz, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 0.30 +/- acres from City R-3 (High Density Residential) to C-3 (Highway Commercial); for a property generally located south of E North Boulevard, east of E Dixie Avenue, and north of E Main Street, lying in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Goodman RZ)

Staff Recommendation:
Planning and Zoning Staff and the Planning Commission recommend approval of the request to rezone the subject property from City R-3 (High Density Residential) to C-3 (Highway Commercial).

Analysis:
The project site is approximately 0.30 acres, and is generally located south of E North Boulevard, east of E Dixie Avenue, and north of E Main Street as shown on the attached maps. At this time, the property is developed with one warehouse. The proposal will correct a 'spot zoning'. The existing land uses surrounding the property are General Commercial and Institutional.

The Planning Commission held a public hearing on the application on May 21, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning from City R-3 (High Density Residential) to C-3 (Highway Commercial) or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Continuation of the existing development on this site will create a positive fiscal impact on the City of Leesburg, in the form of utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 0.30 +/- ACRES FROM CITY R-3 (HIGH DENSITY RESIDENTIAL) TO C-3 (HIGHWAY COMMERCIAL); FOR A PROPERTY GENERALLY LOCATED SOUTH OF E NORTH BOULEVARD, EAST OF E DIXIE AVENUE, AND NORTH OF E MAIN STREET, LYING IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (GOODMAN RZ)

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

Section 1.
Based upon the petition of William Goodman, Petitioner, "Permittee," for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City R-3 (High Density Residential) to C-3 (Highway Commercial), to-wit:

Legal Description:

The South 339.34 feet of the North 528 feet of the West 165 feet of the East 524 feet of Government Lot 1, Section 25, Township 19 South, Range 24 East, Lake County, Florida, lying South of Highway No. 441. Less and Except that part conveyed to the State of Florida Department of Transportation being more particularly described in that certain Warranty Deed recorded in O.R. Book 2412, Page 932, Public Records of Lake County, Florida.

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Legal Description

The South 339.34 feet of the North 528 feet of the West 165 feet of the East 524 feet of Government Lot 1, Section 25, Township 19 South, Range 24 East, Lake County, Florida, lying South of Highway No. 441. Less and Except that part conveyed to the State of Florida Department of Transportation being more particularly described in that certain Warranty Deed recorded in O.R. Book 2412, Page 932, Public Records of Lake County, Florida

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	May 15, 2026
OWNER:	William Goodman
PETITIONER:	William Goodman
PROJECT:	Goodman Rezoning RZ-26-949
REQUEST:	To approve a Rezoning from R-3 (High Density Residential) to C-3 (Highway Commercial)
CASE NO.:	RZ-26-949

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. The proposed request for a City of Leesburg C-3 (Highway Commercial) zoning is compatible with the current surrounding zoning districts of City of Leesburg P (Public), C-3 (Highway Commercial), and R-3 (High Density Residential).

2. The current Future Land Use designation of City of Leesburg General Commercial is compatible with existing surrounding future land use designations of City of Leesburg General Commercial and Institutional.

3. The proposed request will allow for a spot zoning correction for the property that is consistent with the ongoing development patterns within the City of Leesburg.

4. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to **approve** the proposed rezoning from City of Leesburg R-3 (High Density Residential) to City of Leesburg C-3 (Highway Commercial) and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: April 14, 2026
OWNER: William Goodman
PETITIONER: William Goodman
PROJECT: Goodman Rezoning RZ-26-949
REQUEST: To approve a Rezoning from R-3 (High Density Residential) to C-3 (Highway Commercial)
CASE NO.: RZ-26-949

GENERAL LOCATION: The property is generally located South of E North Blvd, East of E Dixie Ave, and North of E Main St

FUTURE LAND USE DESIGNATION:
City General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:
North – General Commercial
South – General Commercial
East – General Commercial
West – Institutional

PROPOSED FUTURE LAND USE DESIGNATION:
n/a

EXISTING ZONING DESIGNATION: R-3 (High Density Residential)

SURROUNDING ZONING DESIGNATIONS:
North – C-3 (Highway Commercial)
South – R-3 (High Density Residential)
East – C-3 (Highway Commercial)
West – P (Public)

PROPOSED ZONING DESIGNATION:
C-3 (Highway Commercial)

EXISTING LAND USE: Warehouse

SURROUNDING LAND USE:
North – Vacant Commercial, Light Manufacturing
South – Medical BLDG, Office 1 Story, Store 1 Story
East – Vacant Residential, Car Wash, Service Shop
West – Vacant Government, Vacant Commercial

PROPOSED LAND USE: Warehouse

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: May 15, 2026
OWNER: William Goodman
PETITIONER: William Goodman
PROJECT: Goodman Rezoning RZ-26-949
REQUEST: To approve a Rezoning from R-3 (High Density Residential) to C-3 (Highway Commercial)
CASE NO.: RZ-26-949

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 5/15/2026.

FIRE

No concerns from Leesburg Fire Department at this time.

Amanda Stevenson
Fire Captain
5/14/2026

ELECTRIC

Electric has no objections.

Steve Davis
5/4/2026

GAS

"No comment."

Brandon Smith
Natural Gas Operations Supervisor
5/13/2026

GIS/ADDRESSING

GIS has no comments.

Thank you,

Nicholas Tota
GIS Analyst
5/1/2026

BUILDING

No comments received as of 5/15/2026.

PUBLIC WORKS

No comments received as of 5/15/2026.

HOUSING & REDEVELOPMENT

No comments received as of 5/15/2026.

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has no comment.

Thanks,

Seth Lynch
Lake County Public Works Department
5/1/2026

LAKE COUNTY SCHOOLS

The school district does not have any comments for the rezoning of the property. Please let me know if you have any questions.

Helen LaValley
Growth Planning Dept.
5/1/2026

PUBLIC RESPONSES

Approval

No comments received as of 5/15/2026.

Disapproval

No comments received as of 5/15/2026.

No comment

No comments received as of 5/15/2026.

Notice of Appearance filed:

No comments received as of 5/15/2026.

PUBLIC COMMENTS (APPROVAL)

No comments received as of 5/15/2026.

PUBLIC COMMENTS (APPROVAL WITH REQUESTED CONDITIONS)

No comments received as of 5/15/2026.

PUBLIC COMMENTS (DISAPPROVAL)

No comments received as of 5/15/2026.

Extended Aerial

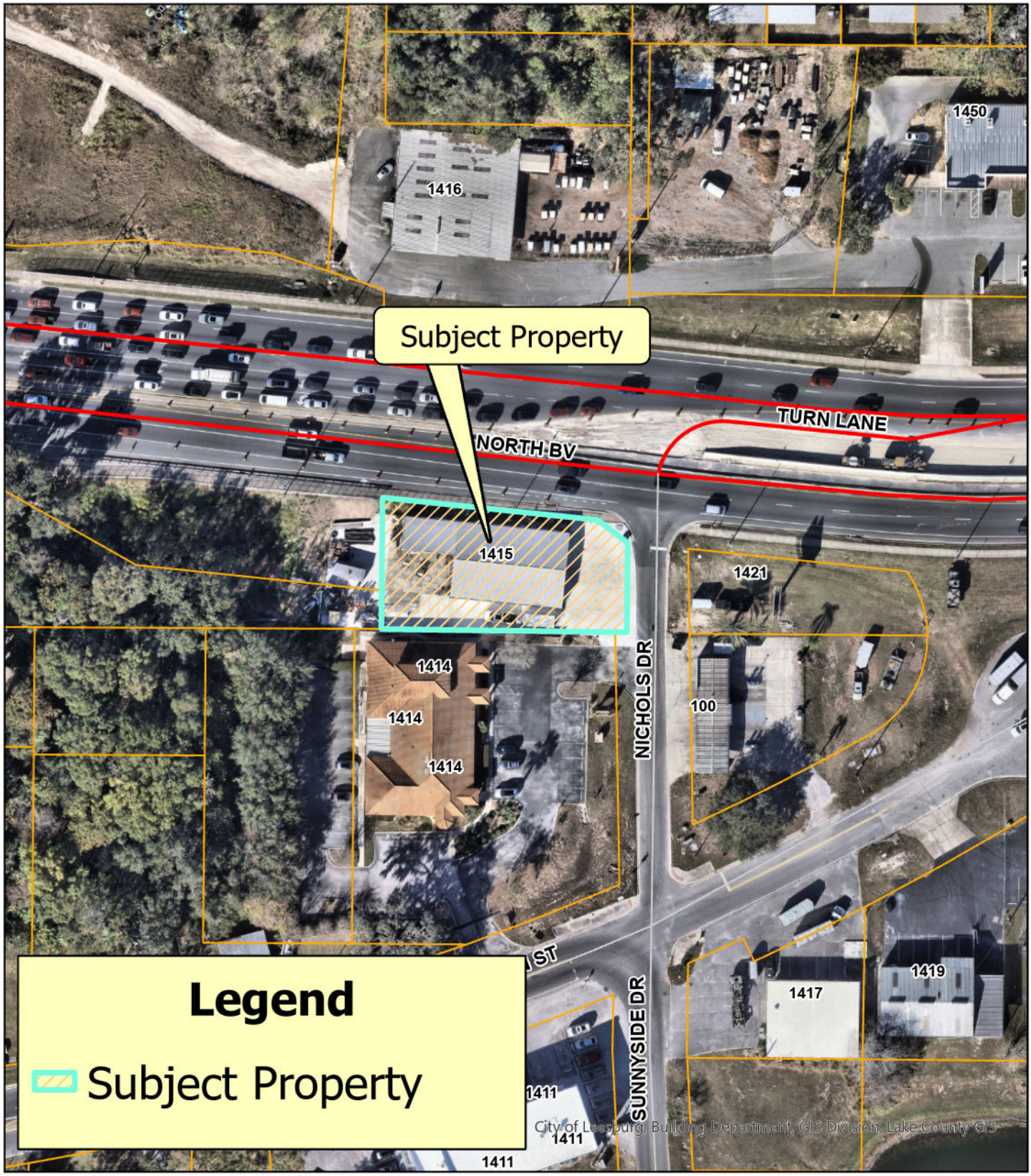
Planning & Zoning Department

N

0 150 300 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Aerial



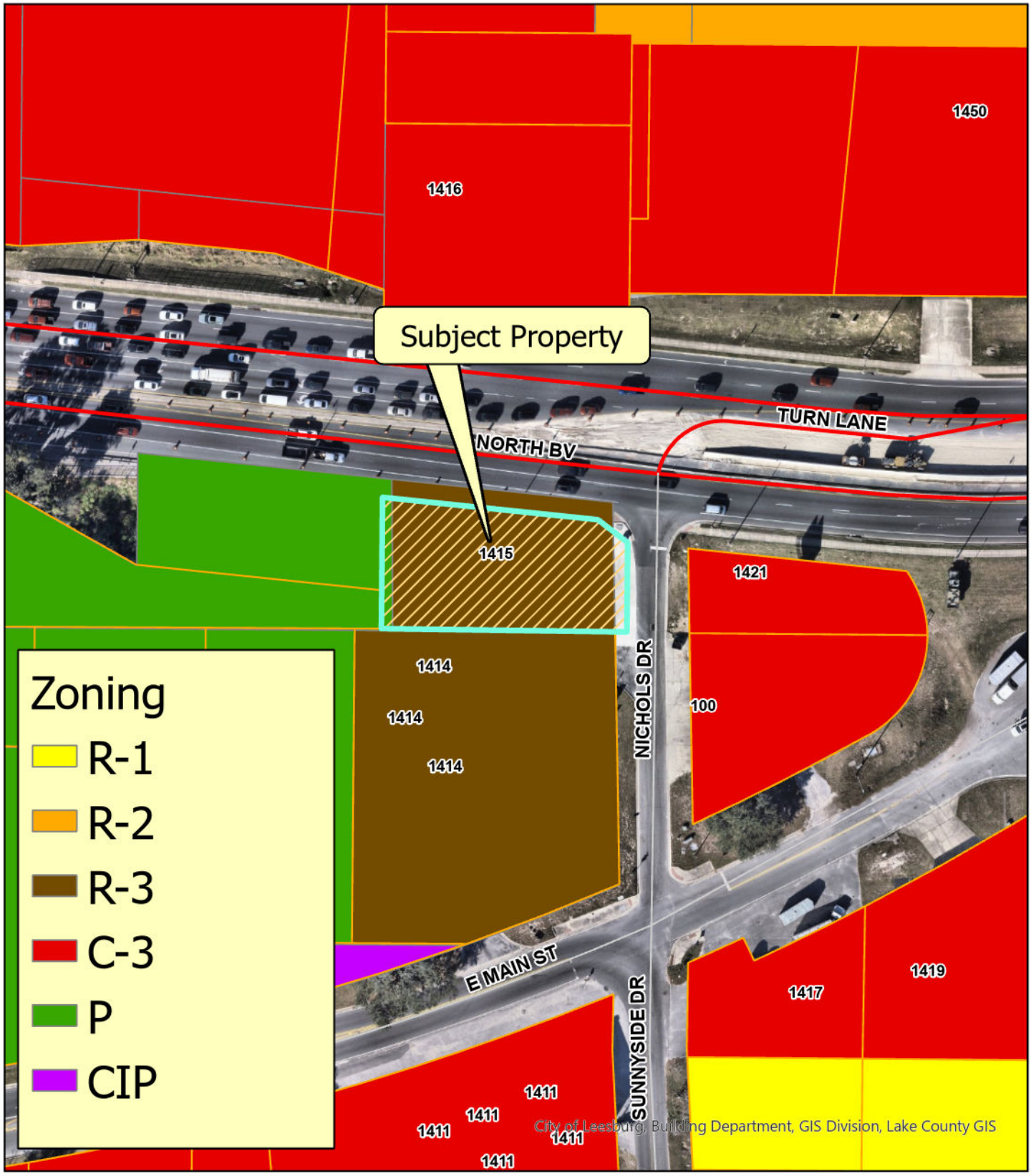
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Zoning



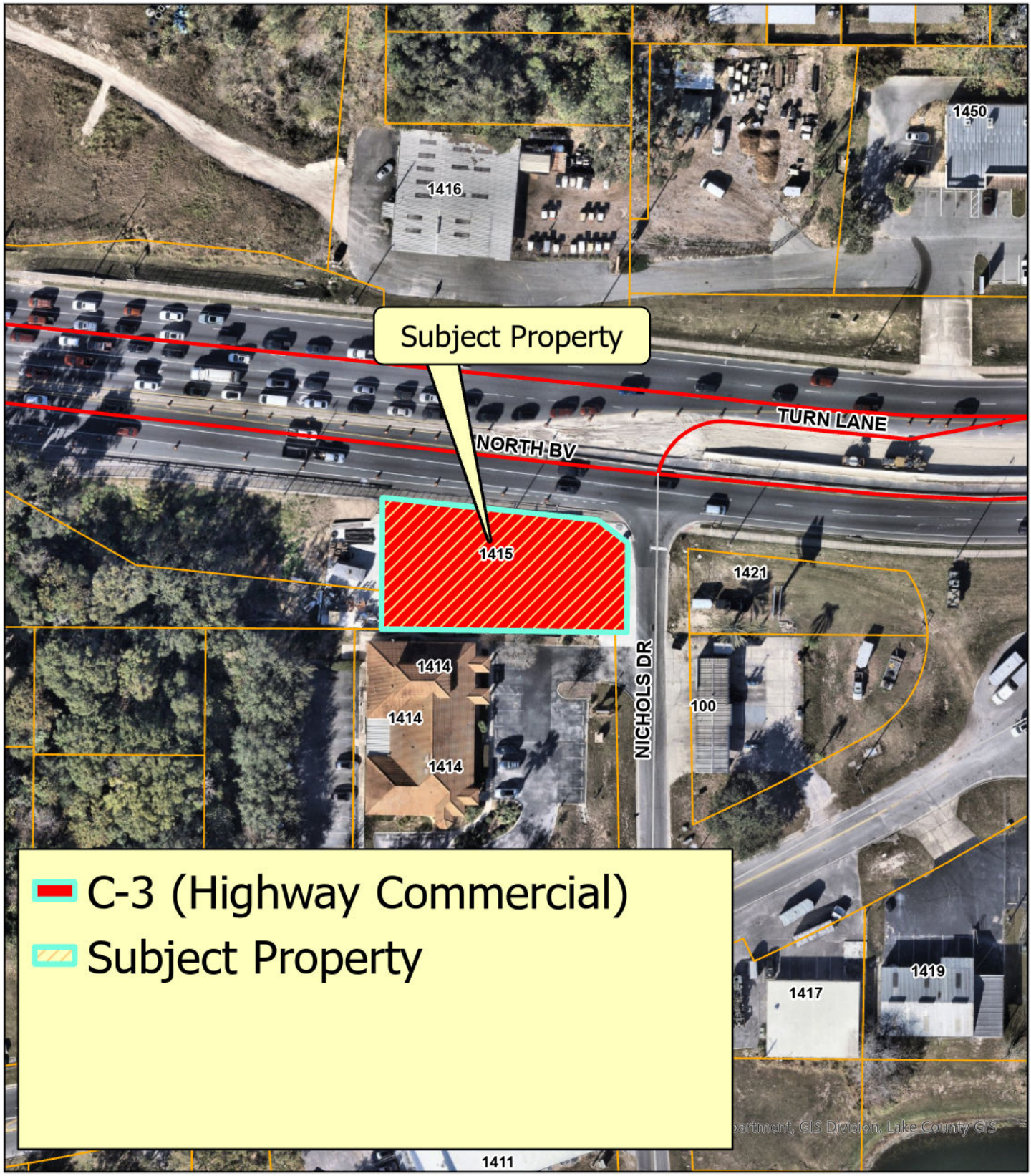
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Proposed Zoning



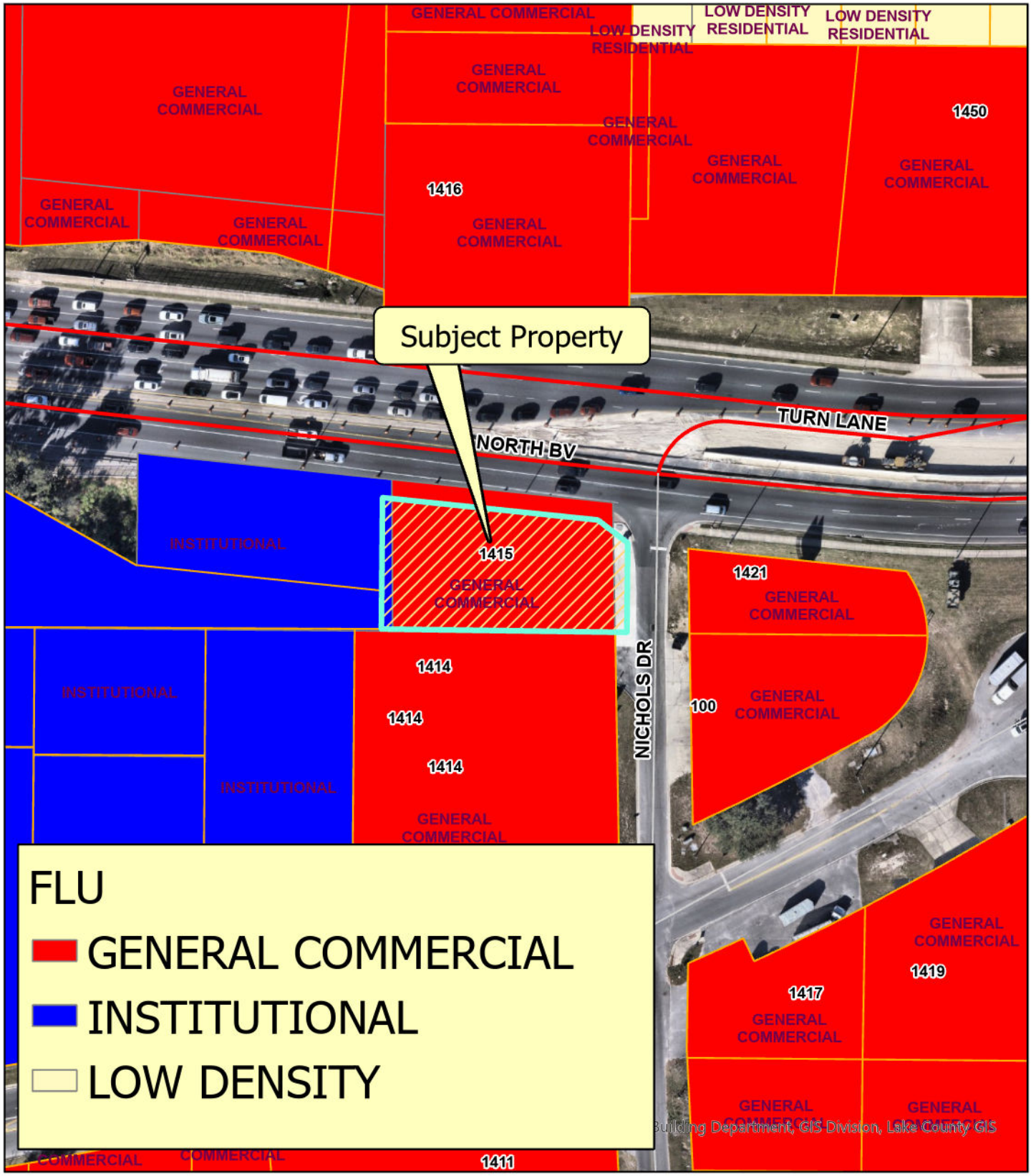
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Future Land Use



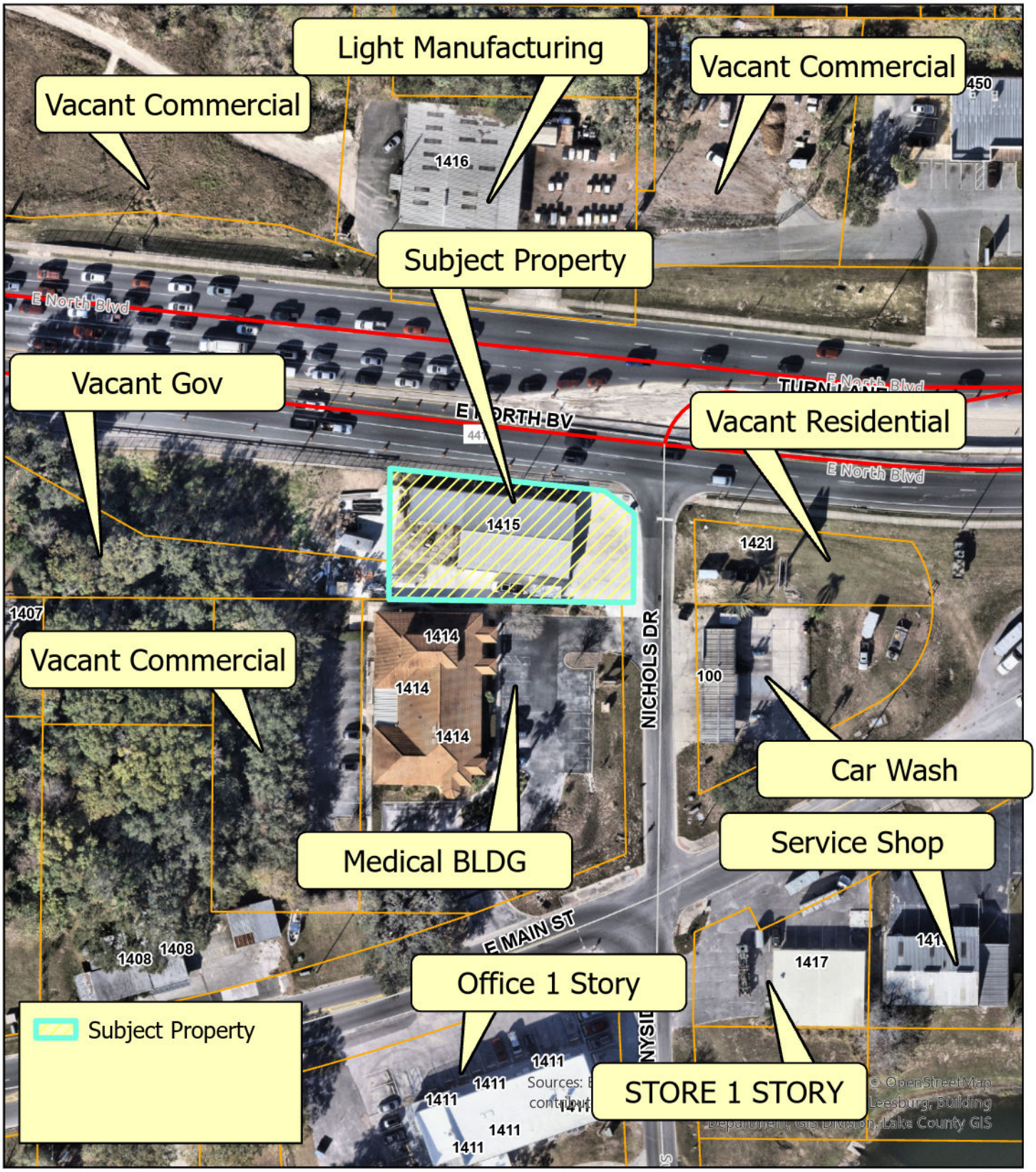
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Surrounding Land Uses



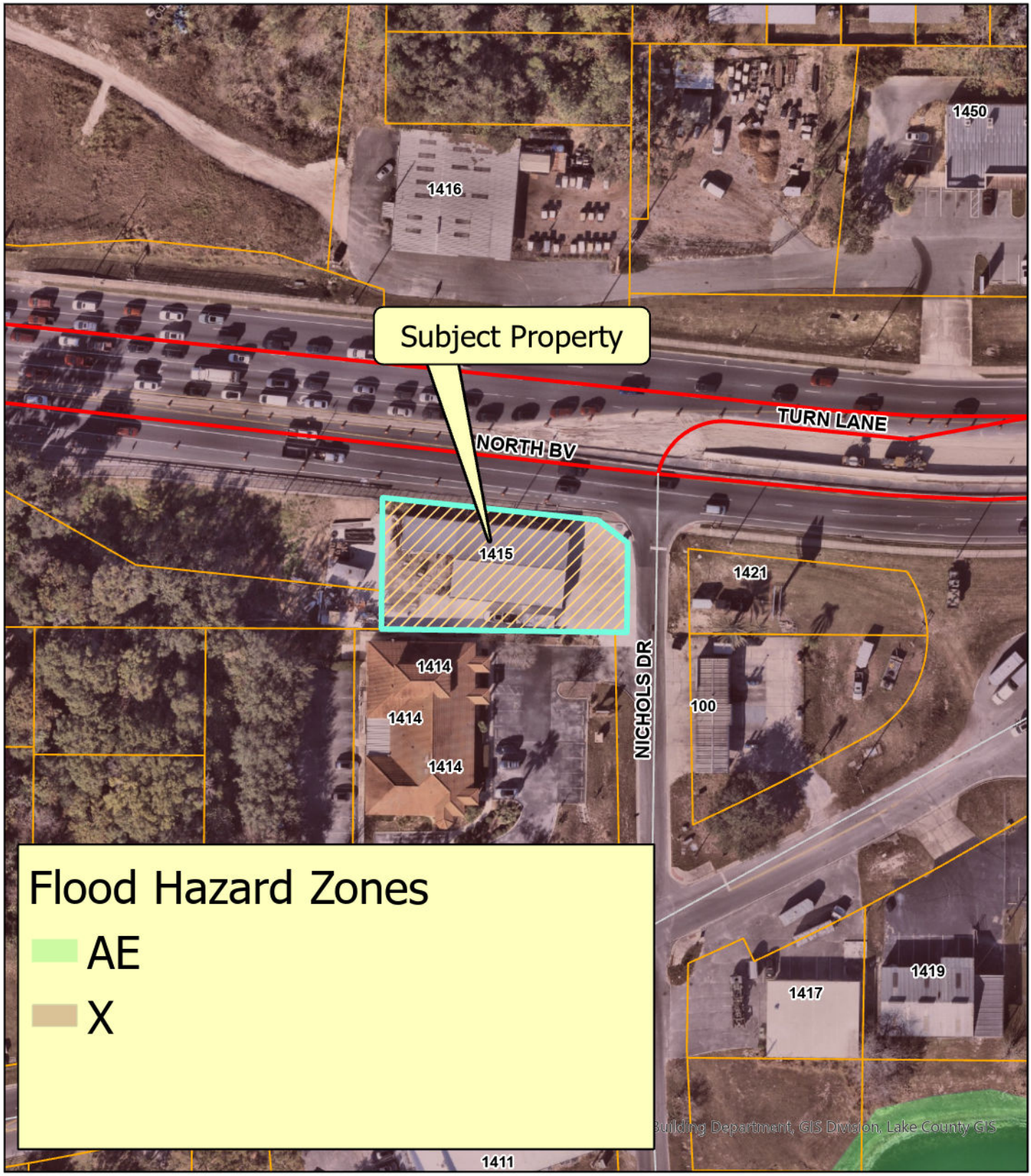
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Flood Hazard Zones



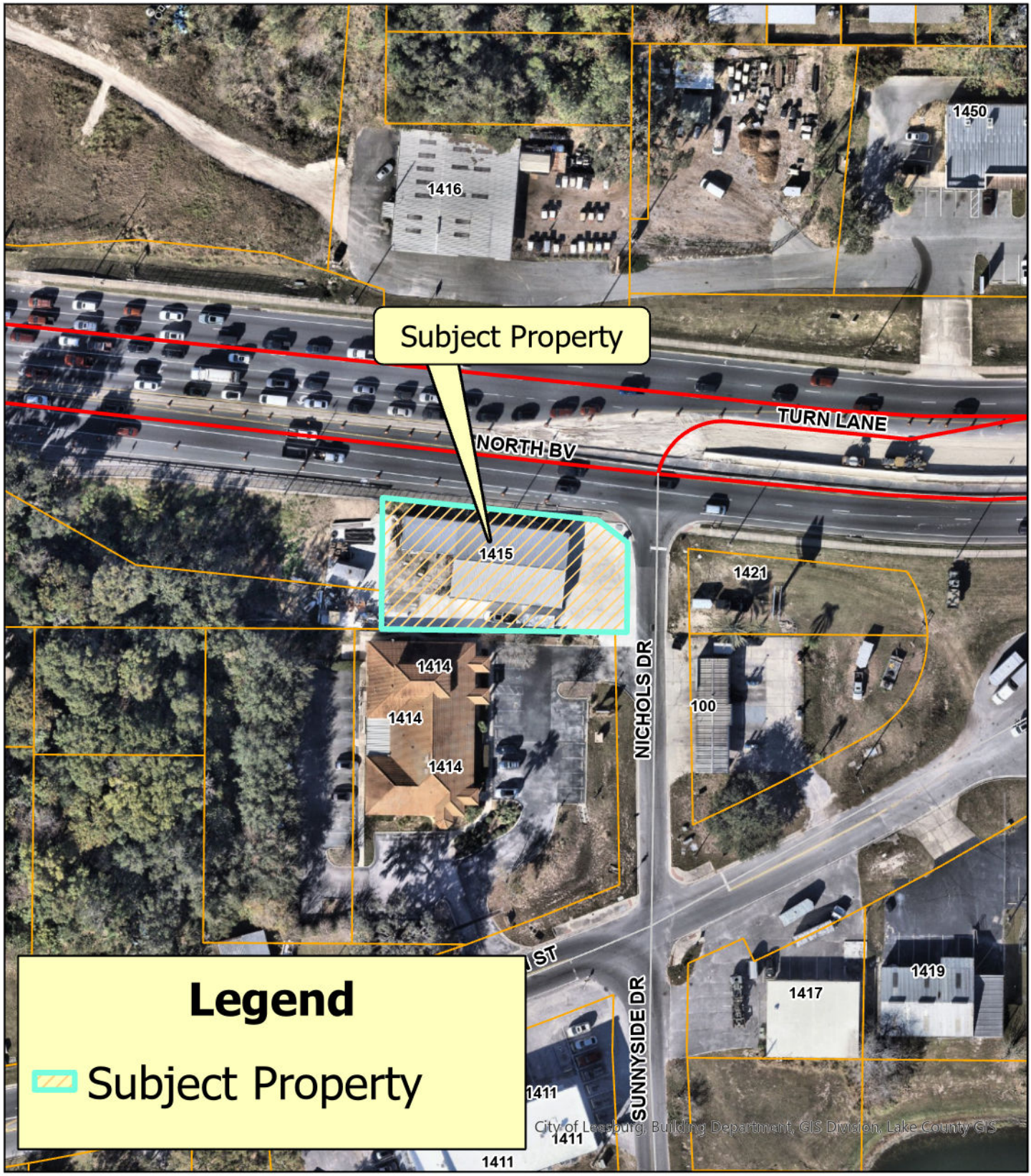
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Wetlands



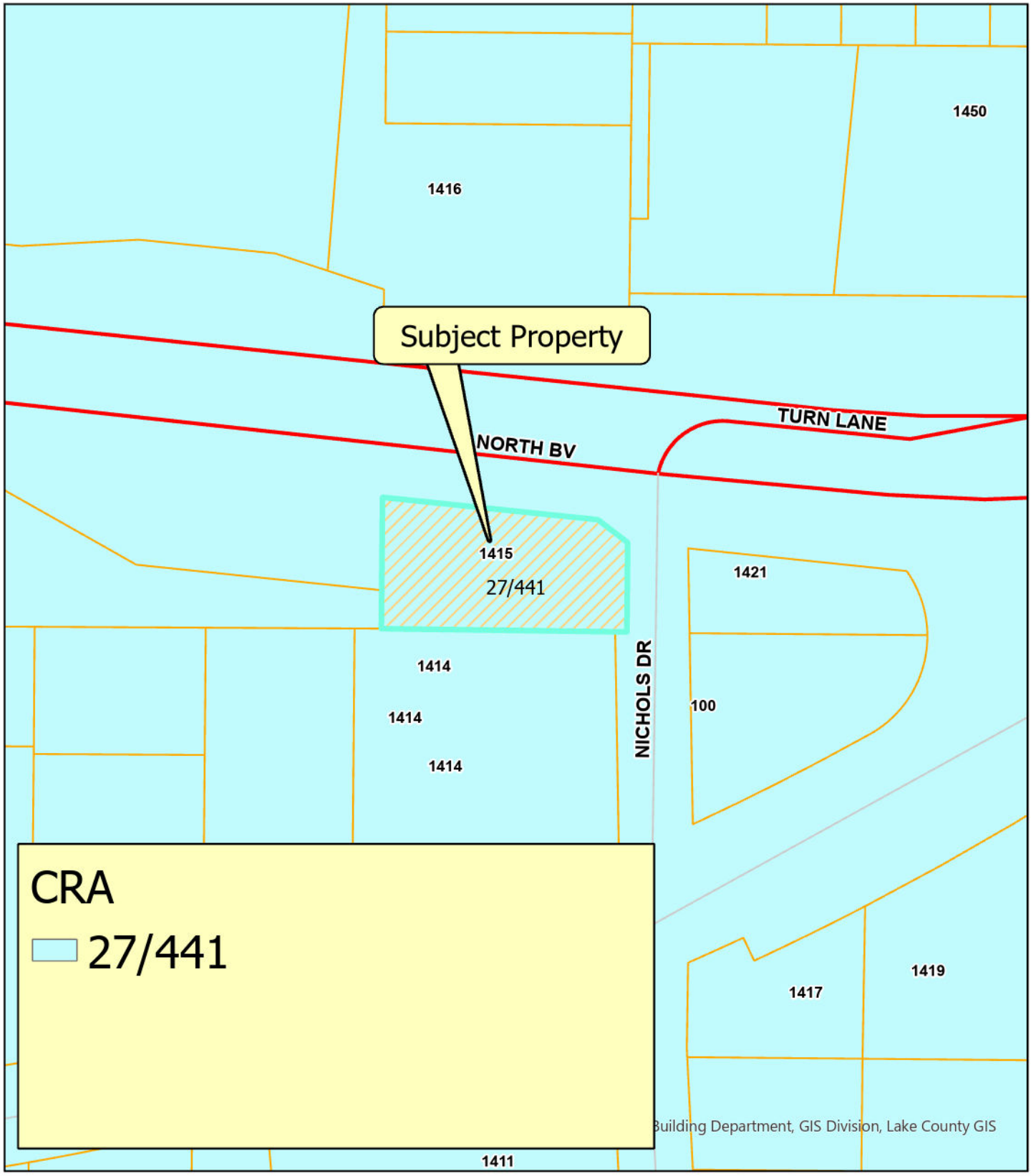
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Community Redevelopment Agency



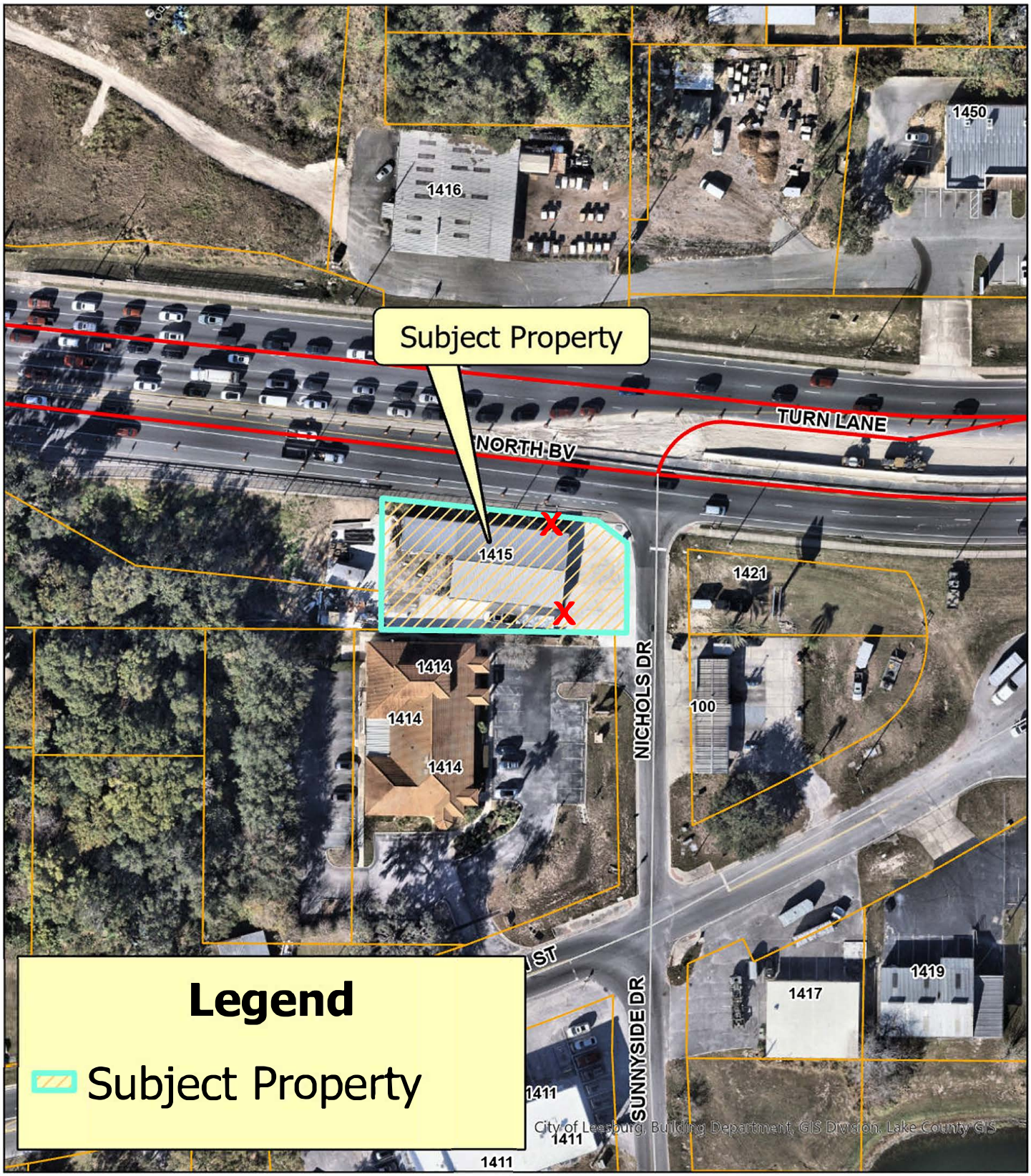
Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Sign Posted Locations



Planning & Zoning Department

N

0 38 75 Feet

Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: July 13, 2026

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 65.0 +/- acres; and being generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, lying in Section 36, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (JCQ Leesburg Palmetto Drive ANNX)

Staff Recommendation:
The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 65.0 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 65.0 +/- acres, generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as shown on the attached General Location Map. At this time, the property is vacant undeveloped land. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for an Annexation, a Large-Scale Comprehensive Plan, and a Rezoning to allow for mixed Use – residential and commercial development.

The property is surrounded by City of Leesburg PUD (Planned Unit Development), as well as Lake County PUD (Planned Unit Development), (A) Agriculture, RP (Residential Professional), and RM (Mixed Home Residential). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on June 18, 2026.

Procurement Analysis:
N/A

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

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue in the General Fund.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 65.0 +/- ACRES; AND BEING GENERALLY LOCATED NORTH OF PLANTATION VIEW DRIVE, SOUTH OF PALMETTO DRIVE, AND WEST OF U.S. HIGHWAY 27, LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 4; AND PROVIDING AN EFFECTIVE DATE. (JCQ LEESBURG PALMETTO DRIVE ANNX)

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

Section 1.

Based upon the petition of Michael Rankin, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description:
The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 4.;

Section 3.

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

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

PARCEL ID: 36-20-24-0001-000-00900

The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Extended Aerial

Planning & Zoning Department

N

0 360 720 Feet

JCQ Leesburg Palmetto Drive

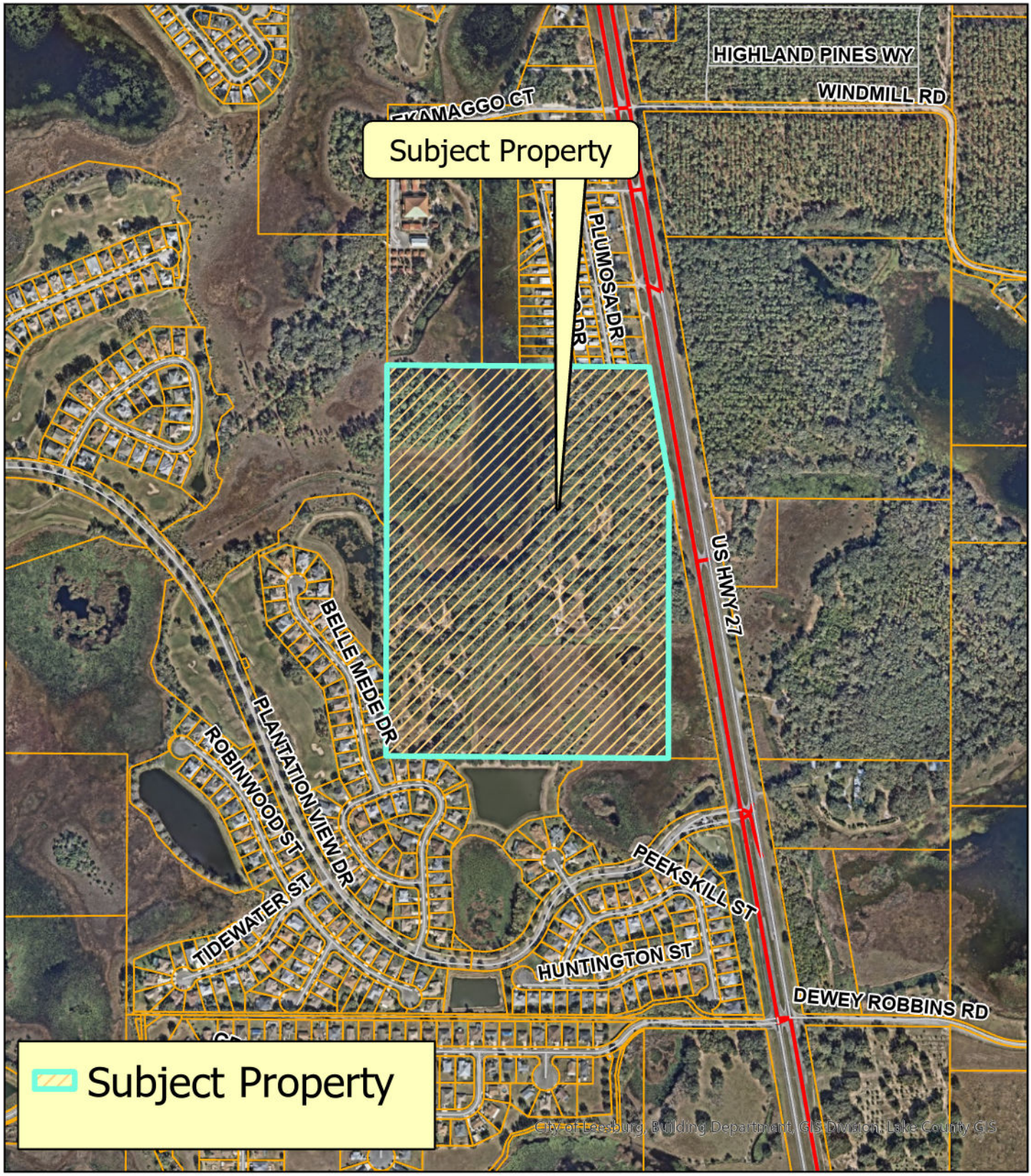
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



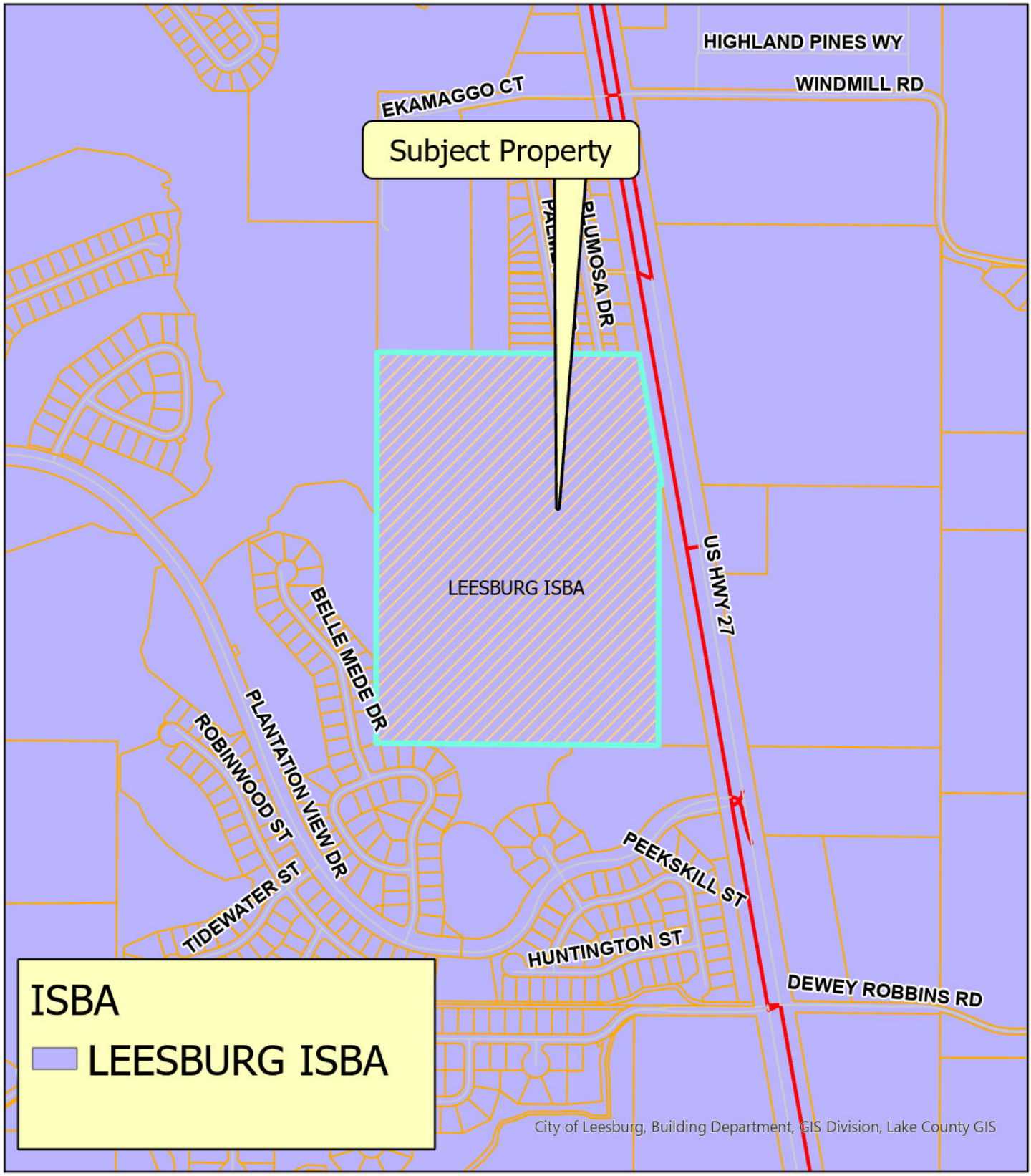
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
May 28, 2026

ISBA



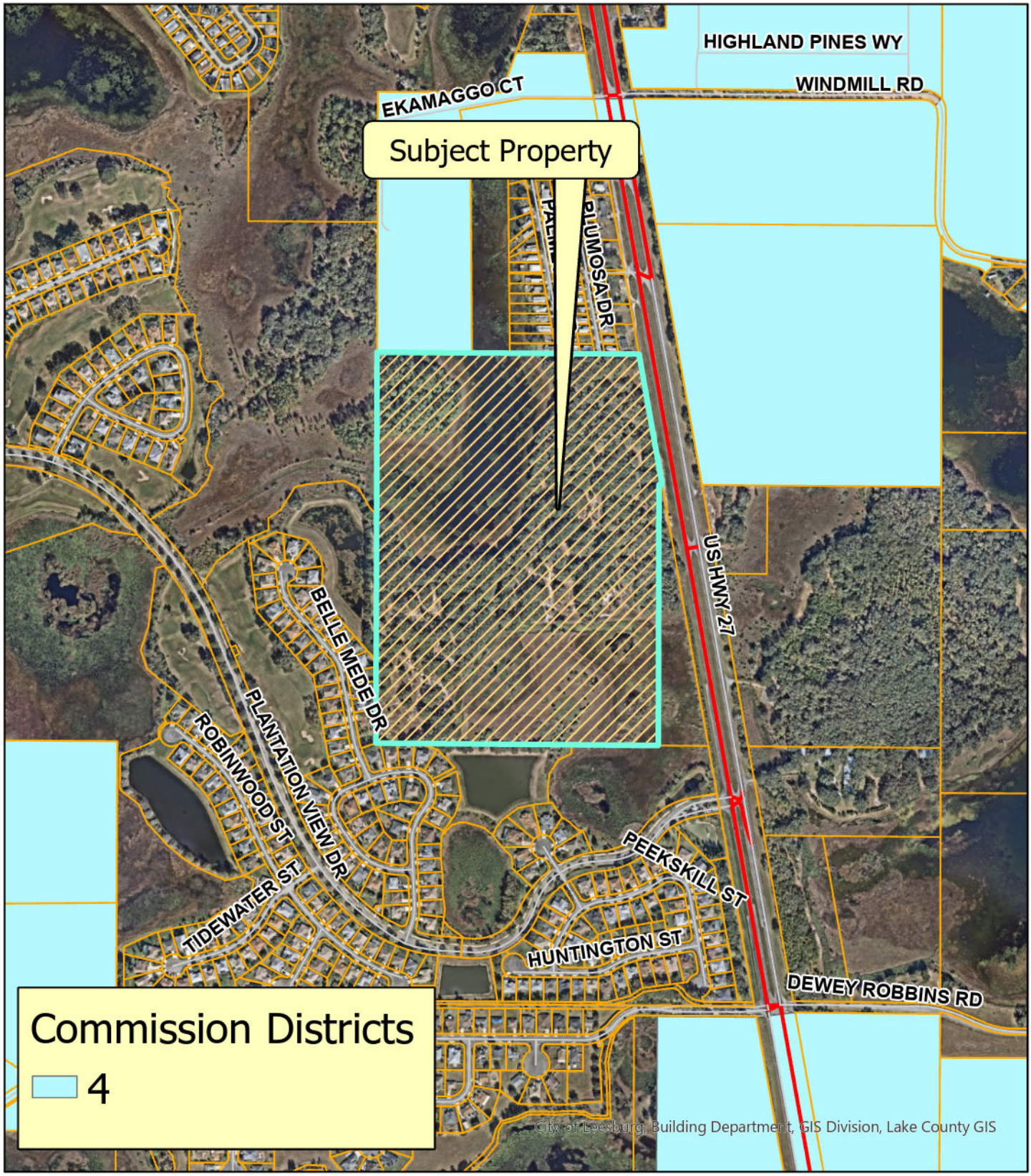
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Commission District



Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: July 13, 2026

From: Dan Miller, (Planning and Zoning Director), Mel Ortiz, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the future land use designation of approximately 65.0 +/- acres, from Lake County Urban Low Density to City of Leesburg Estate Residential, for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township 20 South, and Range 24 East, in Lake County, Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive LSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 65.0 +/- acres from Lake County Urban Low Density to City of Leesburg Estate Residential.

Analysis:
The project site consists of approximately 65.0 acres, and is generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27. At this time, the property is vacant undeveloped land. The proposed use is a mixed-use – residential and commercial development consisting of single-family homes, townhouses and retail development.

The surrounding Future Land Use Map designations of Lake County Conservation, Urban Low Density, Rural Transition, and City of Leesburg Institutional, Estate Residential, Neighborhood Mixed Use, and Low Density Residential are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City of Leesburg Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
There is no direct fiscal impact to the City for this action. Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes, and utility charges.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 65.0 +/- ACRES, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED NORTH OF PLANTATION VIEW DRIVE, SOUTH OF PALMETTO DRIVE, AND WEST OF U.S. HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 36, TOWNSHIP 20 SOUTH, AND RANGE 24 EAST, IN LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (JCQ LEESBURG PALMETTO DRIVE LSCP)

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

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

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 65.0 acres of land generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27 from Lake County Urban Low Density to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 36, Township 20 South, Range 24 East, Lake County Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

PARCEL ID: 36-20-24-0001-000-00900

The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Extended Aerial

Planning & Zoning Department

N

0 360 720 Feet

JCQ Leesburg Palmetto Drive

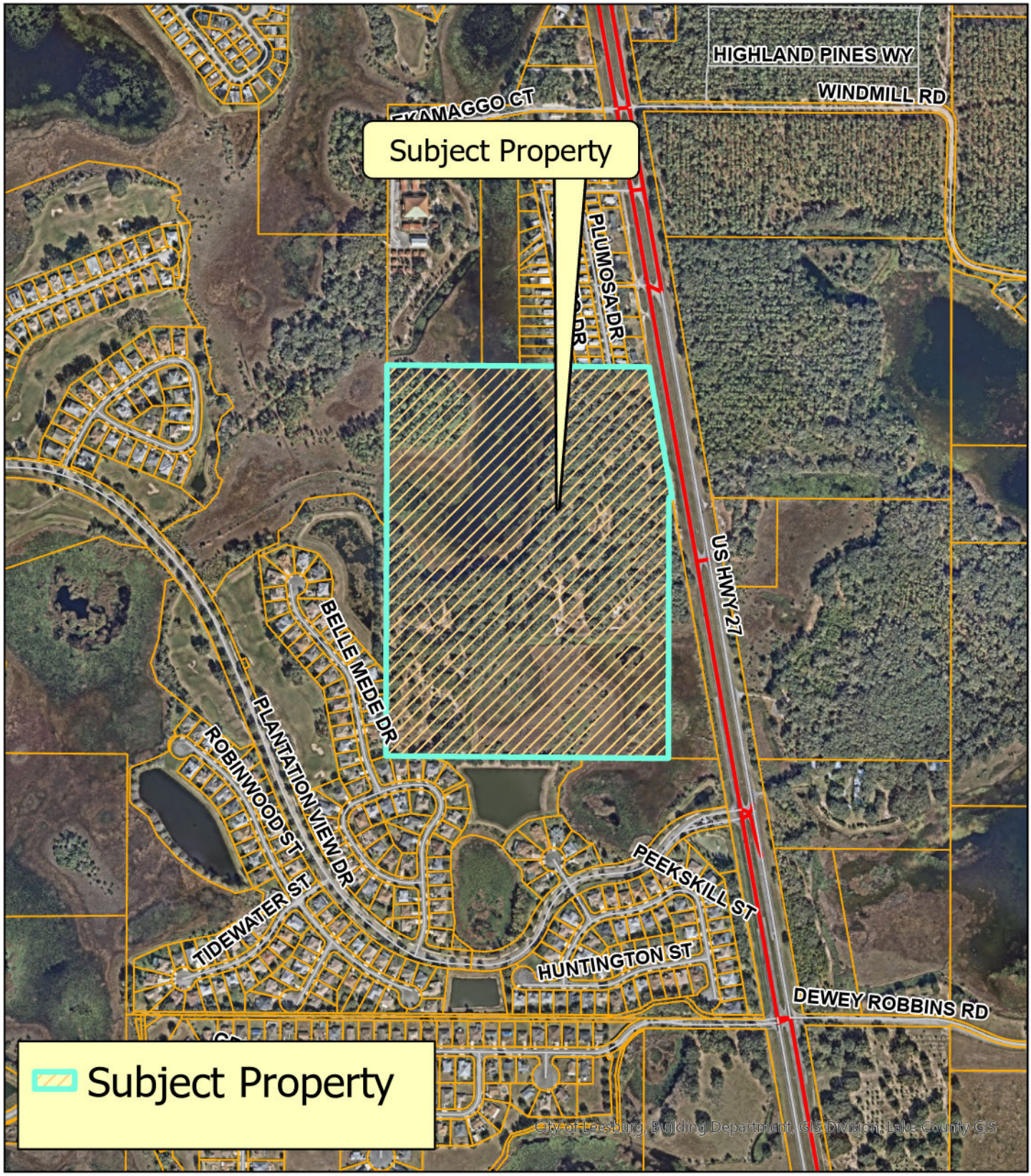
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



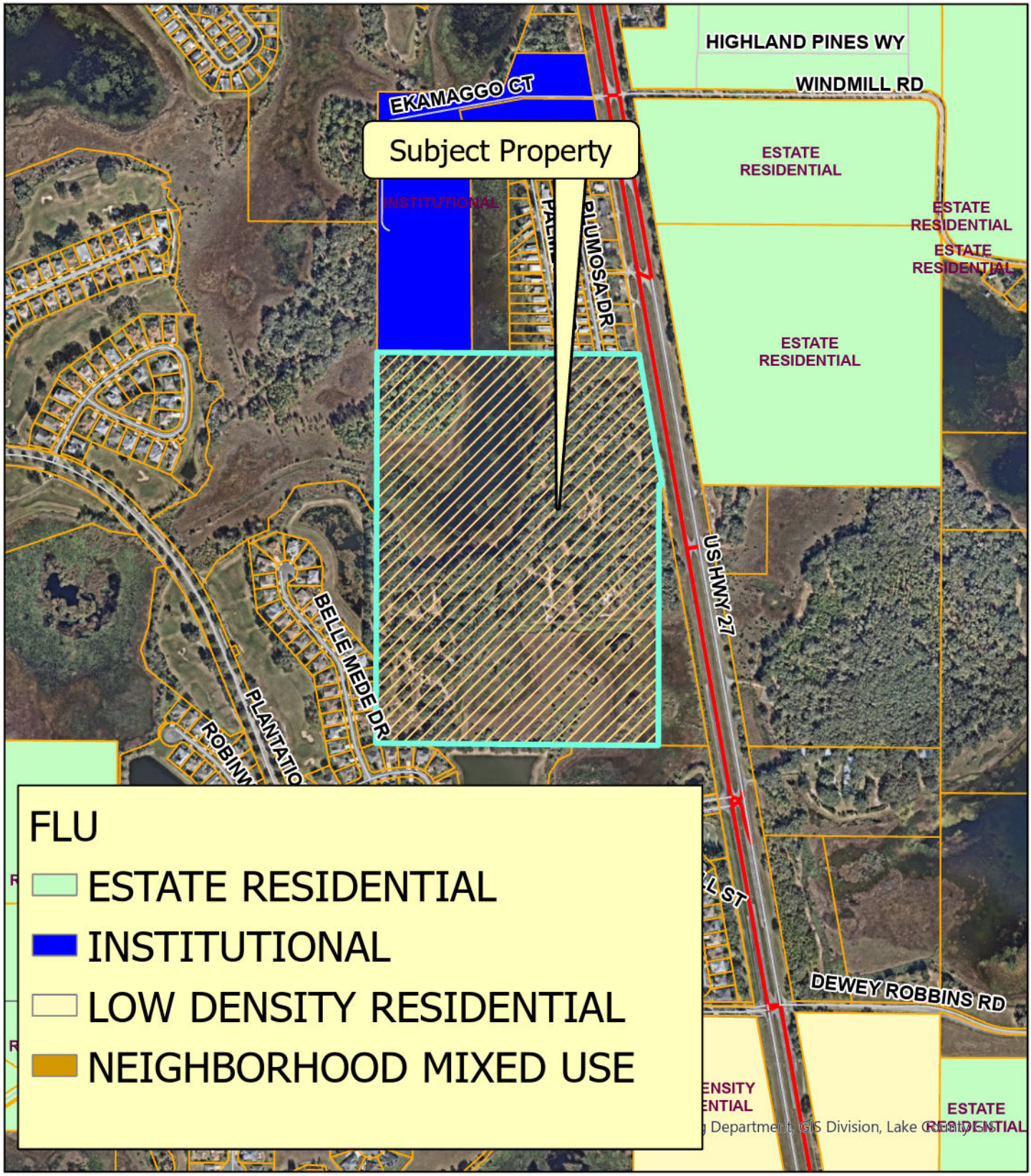
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
May 28, 2026

Future Land Use



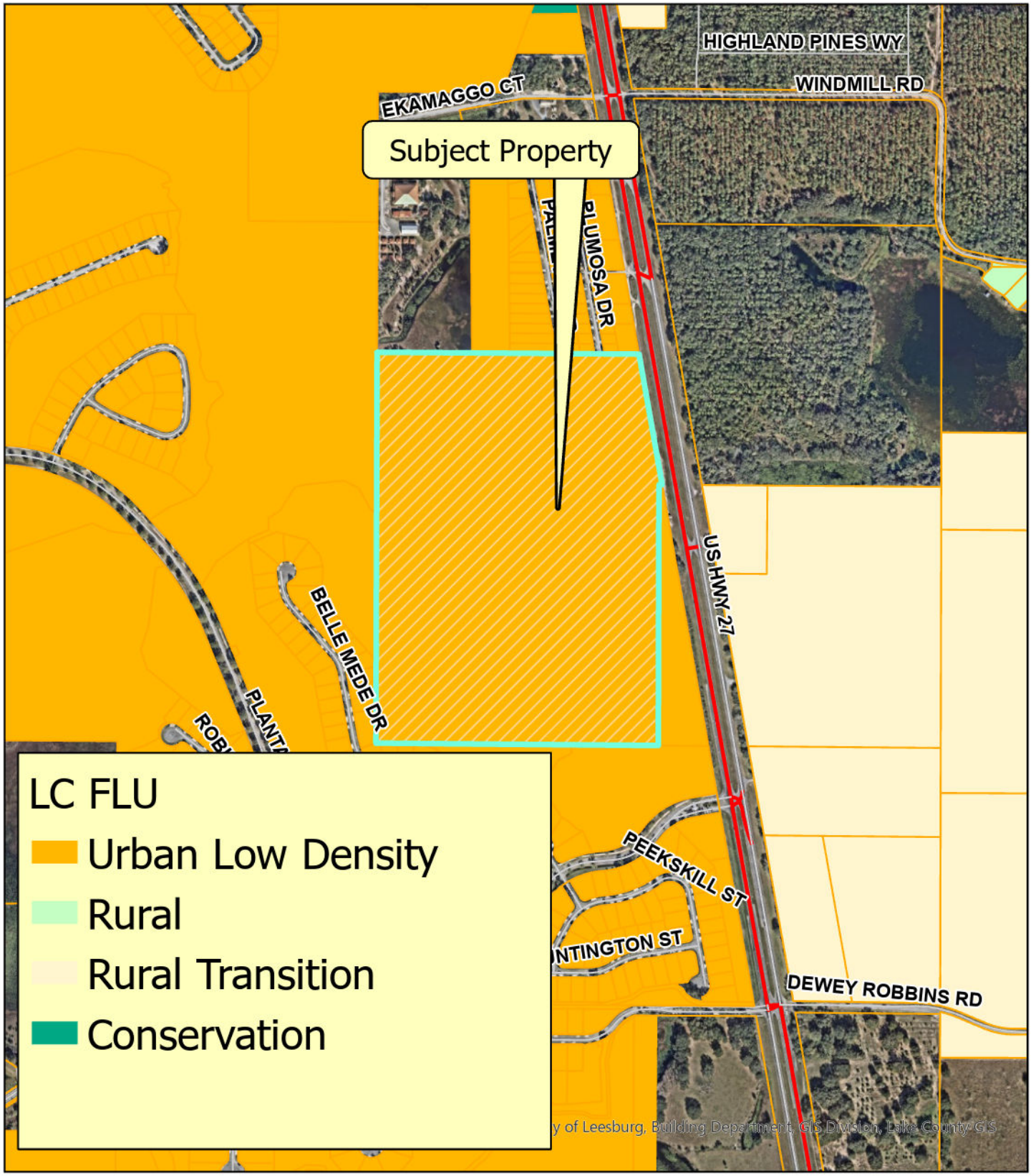
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Lake County Future Land Use



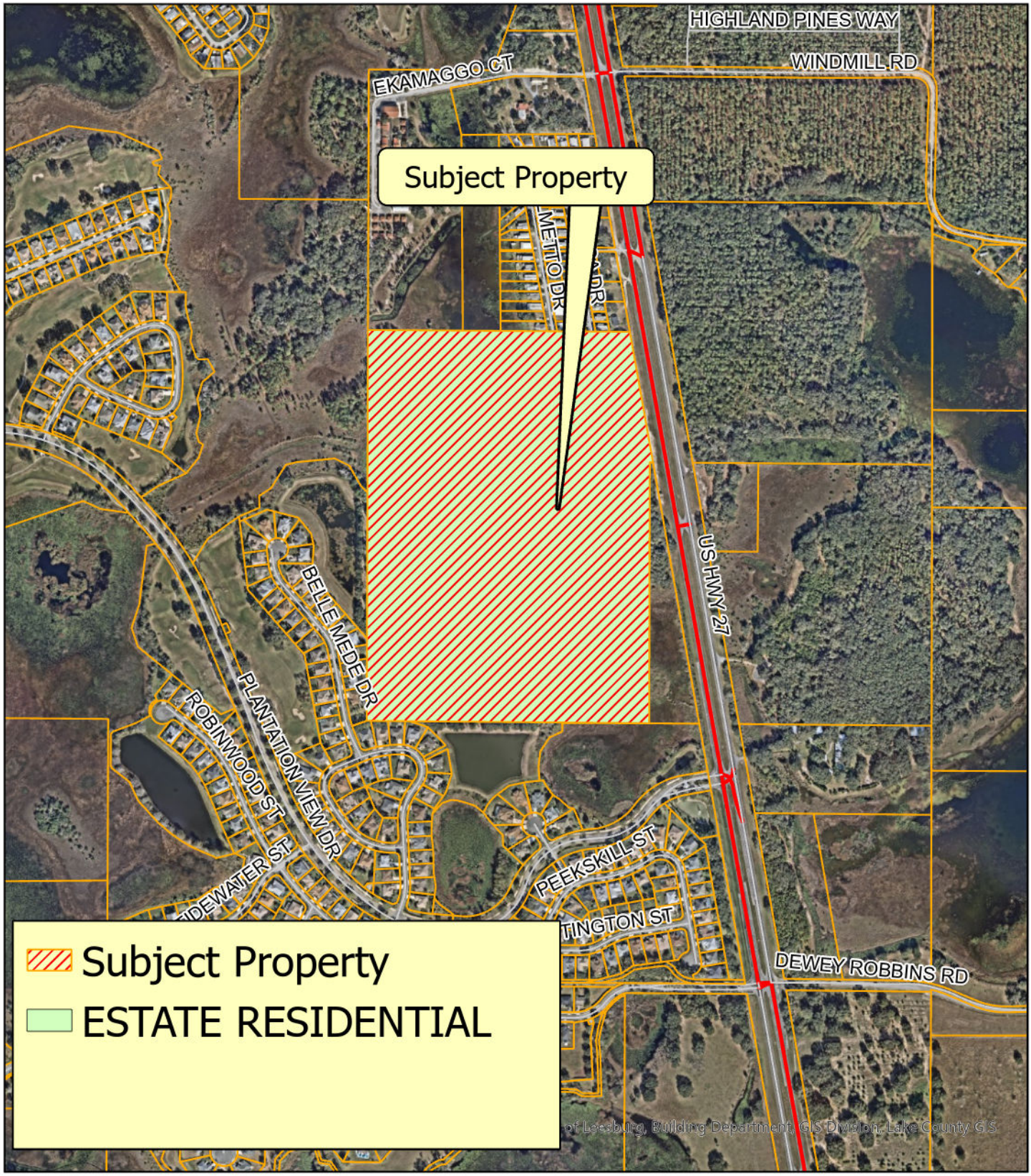
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Proposed Future Land Use



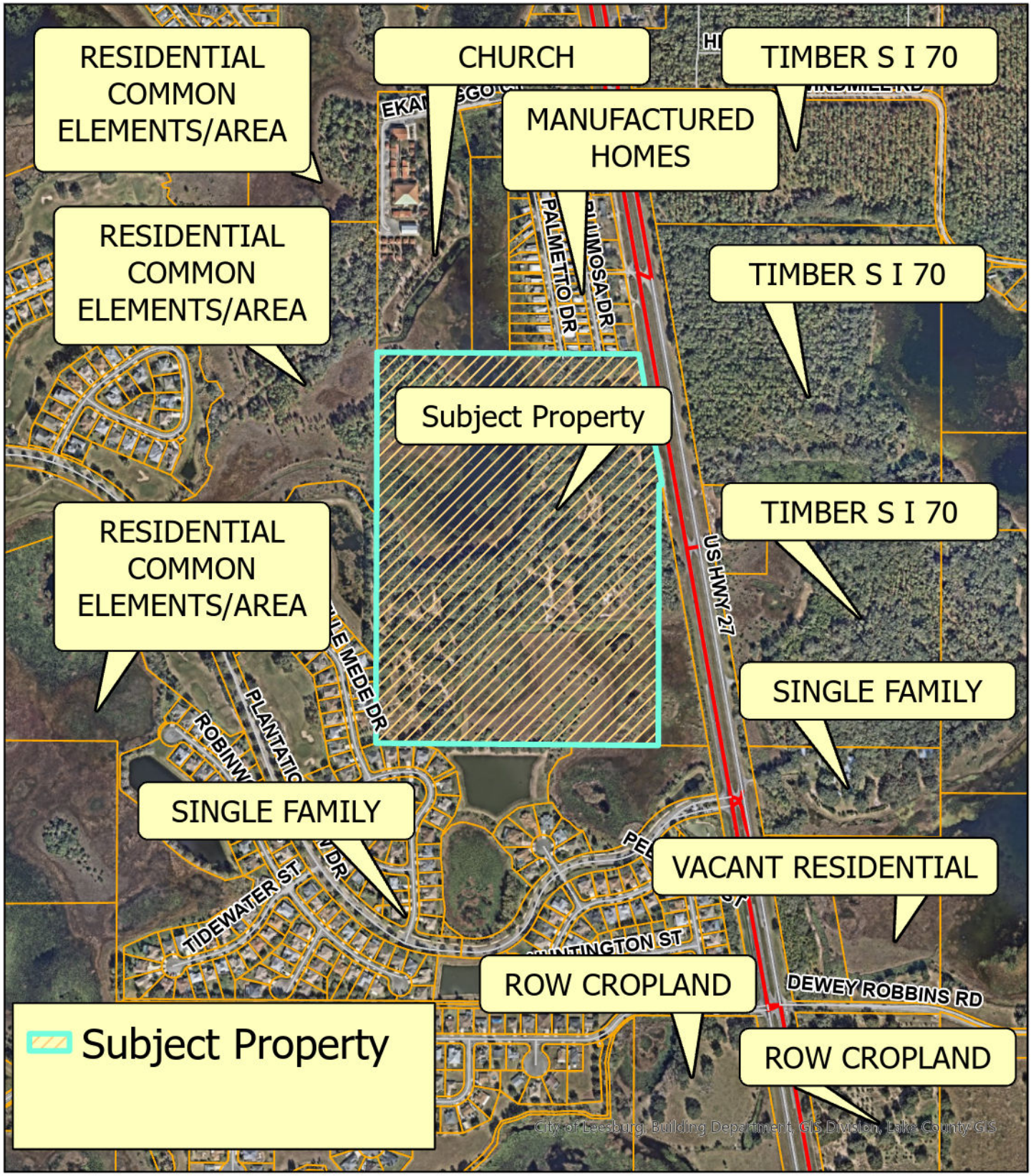
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Surrounding Land Uses



Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking east on Palmetto Drive.

Looking south on Palmetto Drive into the subject property.

Looking east across Citrus Boulevard from subject property.

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking west on Palmetto Drive from the subject property.

Looking east on Palmetto Drive from the subject property.

Looking south on Palmetto Drive into the subject property.

Close-up of sign looking west on US Highway 27 into the subject property

Looking north along US Highway 27 from the subject property.

Looking east across US Highway 27 from the subject property.

Looking south along US Highway 27 from the subject property.

Looking west from US Highway 27 into the subject property.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: July 13, 2026

From: Dan Miller, (Planning and Zoning Director), Mel Ortiz, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 65.0 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), for a property generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27, as legally described in Section 36, Township 20 South, Range 24 East, in Lake County Florida; and providing an effective date. (JCQ Leesburg Palmetto Drive RZ)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use (residential and commercial) development.

Analysis:
The project site is approximately 65.0 +/- acres, and is generally located north of Plantation View Drive, south of Palmetto Drive, and west of U.S. Highway 27 as shown on the attached maps. At this time, the property is vacant undeveloped land. The proposal will allow for a mixed-use (residential and commercial) development. The existing land uses surrounding the property are place of worship and parsonage, single family, mobile home park, residential common elements/area, vacant commercial, timber, golf course, and single family residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 65.0 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF PLANTATION VIEW DRIVE, SOUTH OF PALMETTO DRIVE, AND WEST OF U.S. HIGHWAY 27, AS LEGALLY DESCRIBED IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (JCQ LEESBURG PALMETTO DRIVE RZ)

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

Section 1.

Based upon the petition of Michael Rankin (Land Planning Group (LPG), Petitioner) for JCQ 27 Acquisitions LLC of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

Legal Description:
The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

PARCEL ID: 36-20-24-0001-000-00900

The South 1/2 of the Southeast 1/4 of the Northeast 1/4, lying West of Highway No. 27; the South 1/2 of the Southwest 1/4 of the Northeast 1/4; and the Northwest 1/4 of the Southeast 1/4; all in Section 36, Township 20 South, Range 24 East, Lake County, Florida.

JCQ LEESBURG PALMETTO DRIVE
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
June 18th, 2026

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Michael Rankin, Land Planning Group (LPG),2050 Classique Lane, Tavares, Florida, Agent** and **"Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed use residential and commercial development consisting of approximately 65.0 acres containing a maximum of 56 detached single-family residential units, 40 townhome units, and 35 residential condominium units, with 38,000 square feet of commercial, and generally located north of Plantation View Drive, south of Palmetto Drive and Plumosa Drive, and west of US Highway 27, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Michael Rankin, Land Planning Group (LPG) 2050 Classique Lane, Tavares, Florida, as Agent** and **"Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 65.0 acres, shall be used for commercial and platted residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses (Residential)

1. Detached single family residential units
2. Attached single family units (Townhouses)
3. Residential units upstairs from commercial uses
4. Accessory structures for residential uses
5. Sales office in a single-family unit
6. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
7. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Permitted Uses (Commercial)

1. Commercial uses as shown in the C-3 Highway Commercial zoning district except as otherwise prohibited herein.

C. Prohibited Uses

1. Duplex/Triplex/Multi-family uses
2. Automotive sales & repair
3. Internet cafes
4. Check cashing stores
5. Thrift stores
6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
7. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of **131 residential units**, at a gross density of **2.01** units per acre, and a maximum of **38,000 square feet** of commercial space, on the approximately 65-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. All commercial, townhouse and upstairs residential lots shall front on U.S. Highway 27. All single family detached lots shall be located such that they do not have frontage on U.S. Highway 27.

C. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

D. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Façades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65**%**. Community and private swimming pools shall not count toward the impervious surface calculation.

E. The minimum lot development standards shall be:

1. For 50-foot lots:

a. All lots having a minimum of fifty (50) feet in width shall be located in such a manner that they are not directly adjacent to, and do not share a common border with "The Plantation at Leesburg" subdivision.
b. Minimum house size: 1,600 square feet living area.
c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
d. Minimum lot size shall be 6,000 square feet.
e. Minimum lot width: 50 feet
f. Minimum lot depth: 120 feet
g. Minimum building setbacks, *as measured from property line to vertical wall of structure:*
   - Front – 25 feet;
   - Porch – 20 feet *as measured property line to front of porch, porch must be a minimum width of 5 feet.*
   - Rear – 18 feet;
   - Side – 5 feet;
   - Corner Side – 15 feet.

2. For 70-foot lots:

a. All lots bordering the western or southern boundary of the subject property, which are located directly adjacent to, and share a common property line with "The Plantation at Leesburg" development, shall have a minimum lot width of seventy (70) feet.
b. Minimum house size: 1,700 square feet.
c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
d. Minimum lot size shall be 8,400 square feet.
e. Minimum width: 70 feet
f. Minimum depth: 120 feet
g. Minimum building setbacks, *as measured from property line to vertical wall of structure:*
   - Front – 25 feet;

- Porch – 20 feet- *as measured property line to front of porch, porch must be a minimum width of 5 feet.*
- Rear – 18 feet;
- Side – 5 feet;
- Corner Side – 15 feet.

3. Townhomes

a. A maximum of forty (40) lots may be used for townhouse development ans shall have a minimum lot width of twenty (20) feet per unit.
b. Minimum house size: 1,600 square feet living area.
c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
d. Minimum lot size shall be 2,000 square feet.
e. Minimum lot width: 20 feet
f. Minimum lot depth: 100 feet
g. Minimum building setbacks, as measured from property line to structure:
   - Front – 25 feet;
   - Porch – 20 feet (porch must be a minimum width of 5 feet).
   - Rear – 18 feet;
   - Side – 5 feet;
   - Corner Side – 15 feet.

4. 2nd Floor Residential units adjacent to U.S. 27

a. A maximum of 35 residential units may be located above the commercial development directly adjacent to U.S. Highway 27.
b. Minimum unit size: 750 square feet living area.

5. For all single-family and townhome structures:

a. Each residential structure shall have a minimum two car garage.
b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
d. Building Height
   1. Adjacent to "the Plantation at Leesburg: one 1 story, or 16 feet.
   2. Non-adjacent to "The Plantation at Leesburg: two (2) stories or 35 feet.
e. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than thirty percent (30%) of the required rear yard.
f. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.

g. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks".
h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

F. Easements:

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).

3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director, or designee.

D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum **of 35% open space** shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

C. A spilt-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be installed along the entirety of the US Highway 27 frontage of the subject property. This split- rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. All lots platted for the purpose of residential development adjacent to "The Plantation at Leesburg" shall have a six-foot opaque fence or wall installed on the rear lot property line. Said fence shall be maintained by the property owner.

D. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and any subsequent Phasing Plan.

E. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

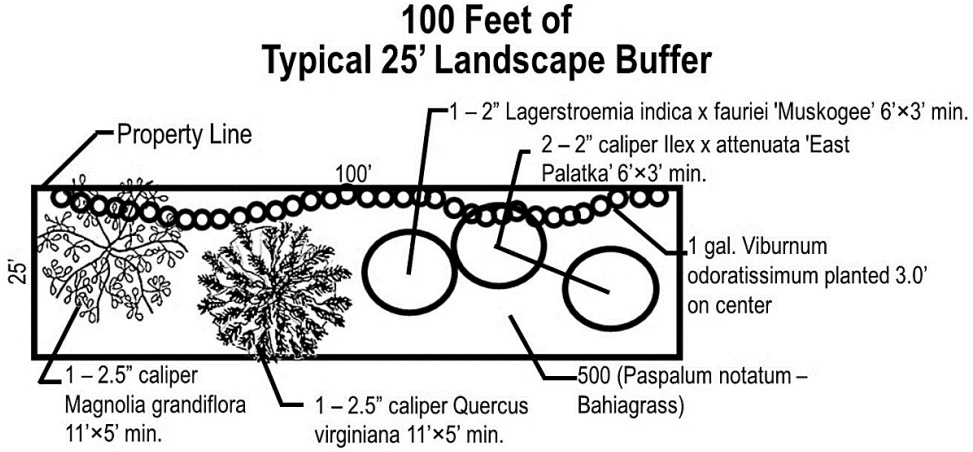
F. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

G. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



Buffer detail is to illustrate plant material quality and specification only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system.

H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" and "Perfect Plants for Pollinators" will also be acceptable.

I. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

J. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

K. The surveying of trees on the property shall be conducted as follows:

1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.

3. The tree survey shall be completed by a licensed surveyor.

M. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this Planned Unit Development Agreement.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least **one (1) primary** access point on US Highway 27, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. The primary access point(s) on US Highway 27 shall be constructed as a "boulevard-type" roadways, having a landscaped median area of at least eight (8) feet in width, and

designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.

2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.

3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. The development west of US Highway 27 shall also provide a stabilized emergency access point onto US Highway 27, designed to allow emergency vehicles to access the development, and pursuant to Lake County approval and other applicable jurisdictional requirements.

D. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

E. Each required primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.

F. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C,** as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.

2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:

1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or

2. A natural gas water heater and natural gas stove, or natural gas dryer.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

B. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.

1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.

2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management

District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (26,200 square feet), or 0.6 total acres.

B. Recreational requirements shall include at least one primary active recreation. This area may include such uses as a children's playground with equipment, dog park area or gazebo, and shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units, for the development.

1. Retention/open space areas may be included in the design of the development and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails.

C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

D. Active recreational activity space shall be credited for activities such as, but not limited to:

1. Dog park, trail, playground, basketball, tennis, handball courts, etc.
2. Community swimming pool, including the deck area surrounding such pools.
3. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

B. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

C. Common areas – The owner an all successors in title to the common areas of the property shall be responsible for perpetual maintenance of the land described in this document. This shall include the continual care and maintenance of all common areas, lands owned, dedicated or otherwise committed or dedicated to the Property Owner's Association, Home Owner's Association, Community Development District, or other management entity.

D. Individual residential lots—The owners and all successors in title to individual residential lots shall be responsible for perpetual maintenance of the land described in this document. Individual residential lot owners may be exempt from this section if maintenance for individual residential lots is otherwise provided for in legally recorded covenants and restrictions, agreements, Property Owner's Association, Home Owner's Association, Community Development District, or other management entity which assigns maintenance.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

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

17. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1. Projected Capacities
   a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

   b. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

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

D. Ability to Provide Services

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

IN WITNESS WHEREOF, Owner has signed this Agreement.

WITNESSES:	**OWNER(S):**
Signature	Signature
Type or print name of witness	Type or print name of party
Signature	Signature
Type or print name of witness	Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of June , 2026 .

by _____.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____.

NOTARY SIGNATURE

NOTARY PUBLIC SEAL

NOTARY PRINTED NAME

EXHIBIT B **LEGAL DESCRIPTION**

THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, LYING WEST OF HIGHWAY NO. 27; THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼; AND THE NORTHWEST ¼ OF THE SOUTHEAST ¼; ALL IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**

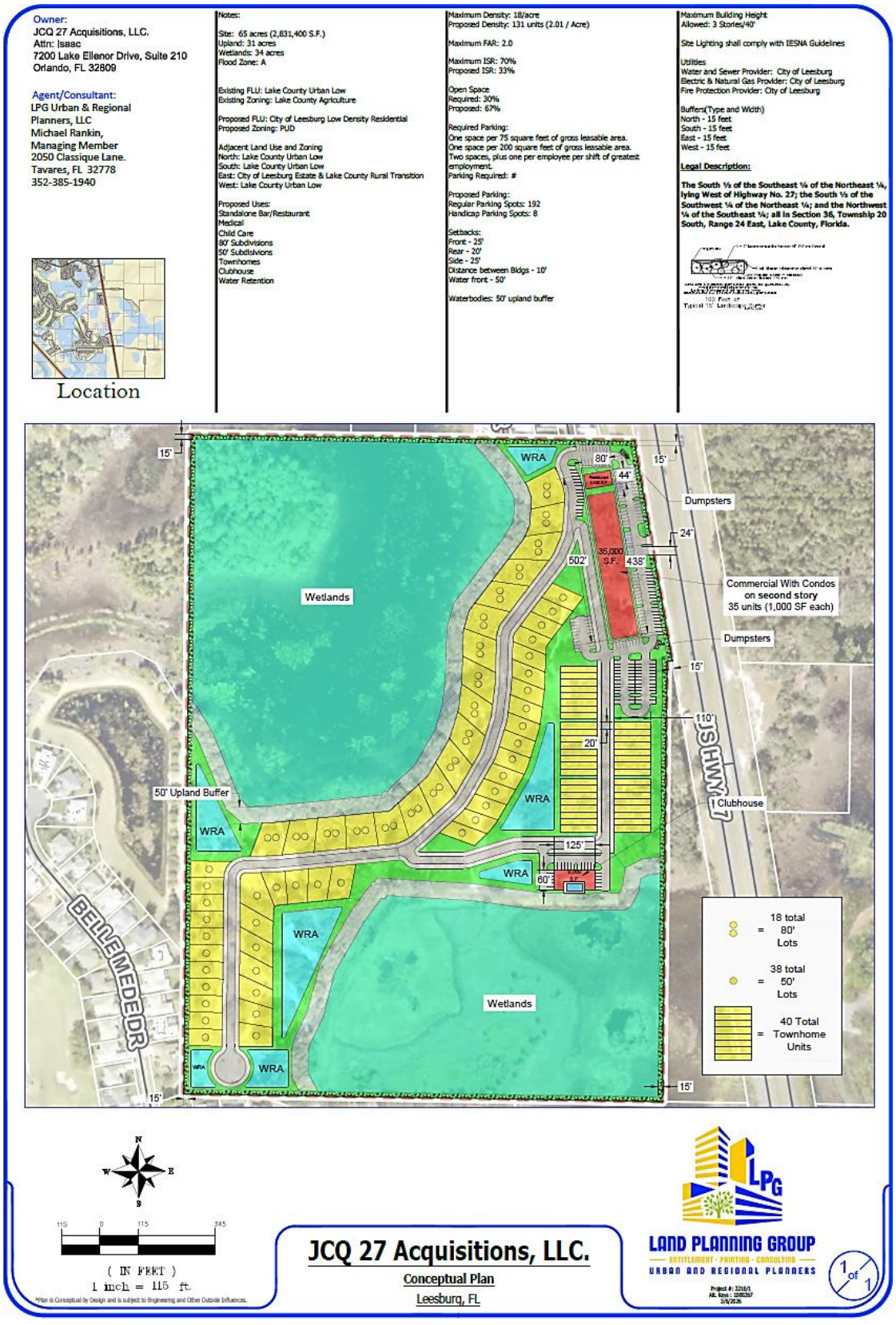


EXHIBIT C

CONCEPTUAL SITE PLAN CONTINUED

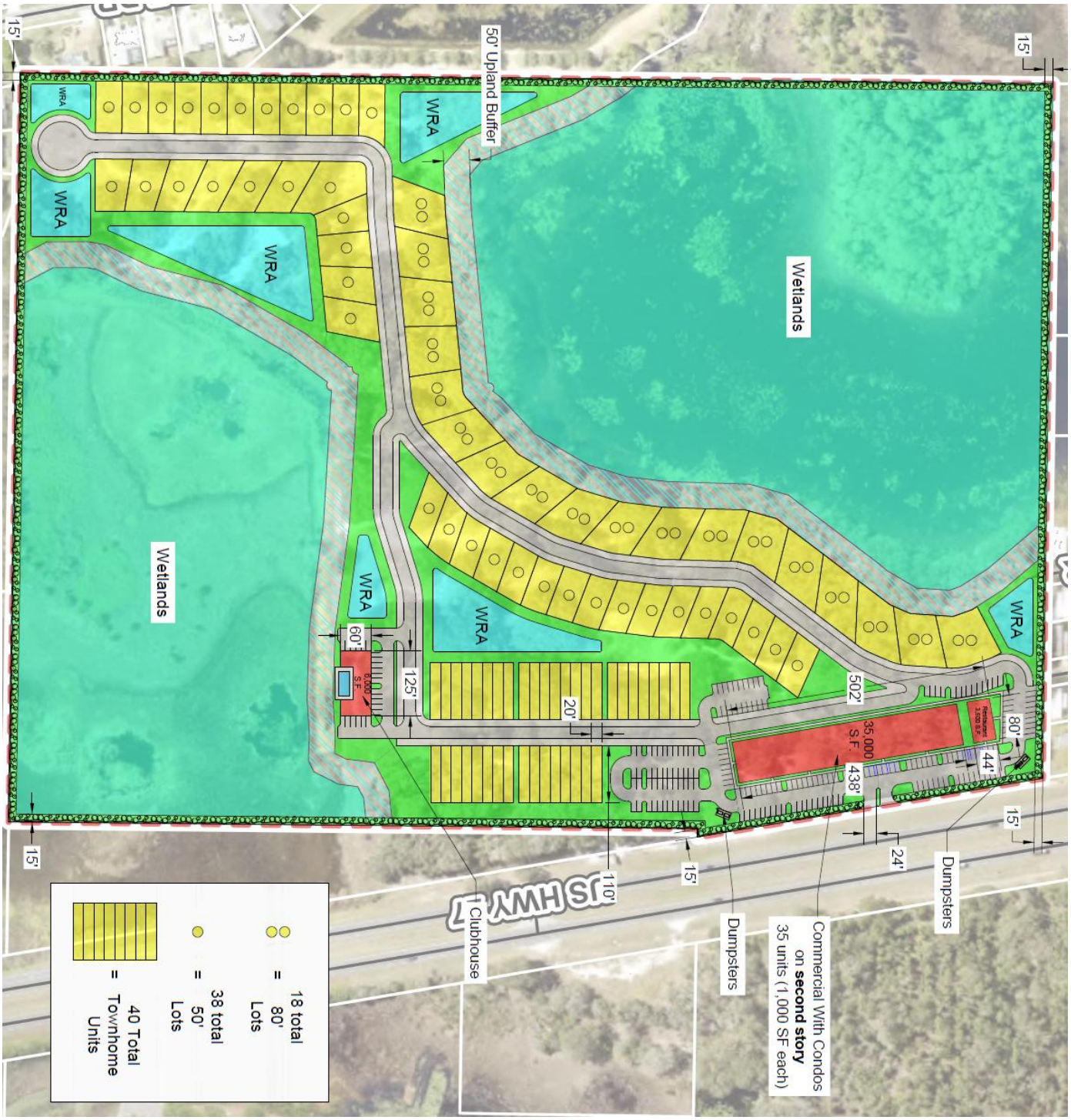


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

COMMERCIAL

MIXED USE

SINGLE FAMILY DETACHED

TOWNHOMES

Examples of Acceptable / Unacceptable Lighting Fixtures

EXHIBIT F **REPRESENTATIVE FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

https://bespokefence.com/products/vinyl-fences/ ; https://shorelinevinyl.com/fencing-styles/caroline/

Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

https://superiorplasticproducts.com/3-rail-vinyl-fence; https://www.peerlessfence.com/residential/products/wood/post-rail

EXHIBIT G **DIVIDED BOULEVARD AND PLANTINGS EXAMPLES**

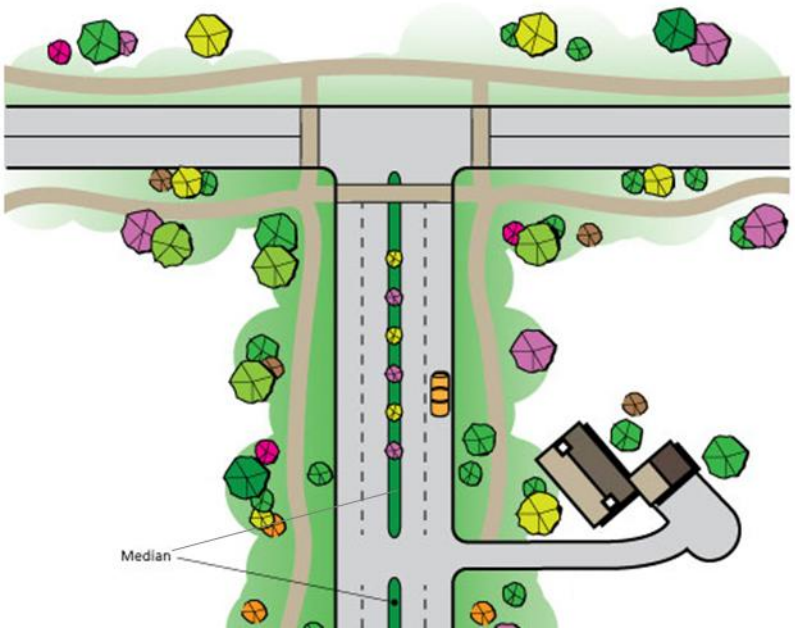


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping

Figure 3 – Planted Divided Boulevard
Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

Extended Aerial

Planning & Zoning Department

N

0 360 720 Feet

JCQ Leesburg Palmetto Drive

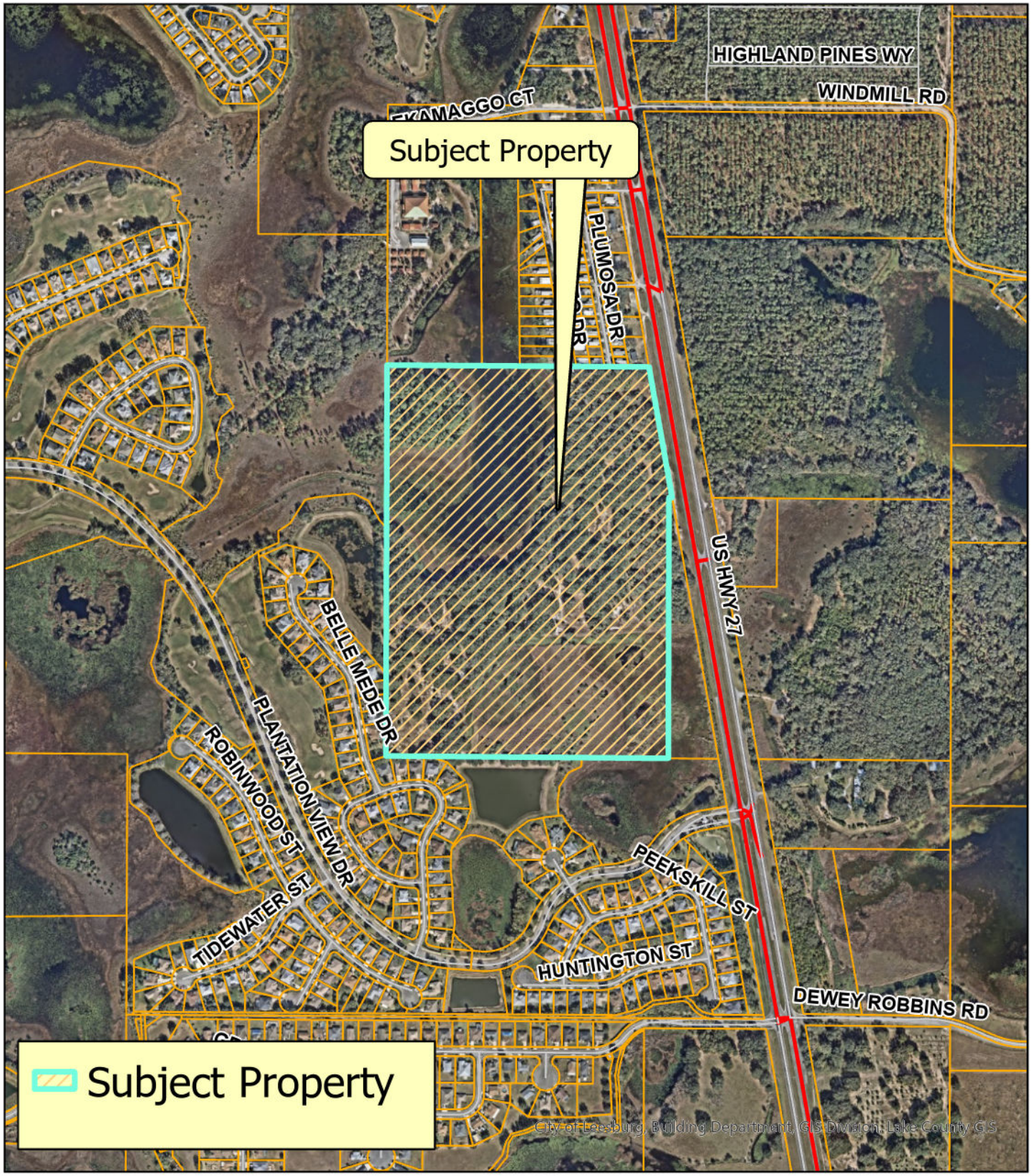
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



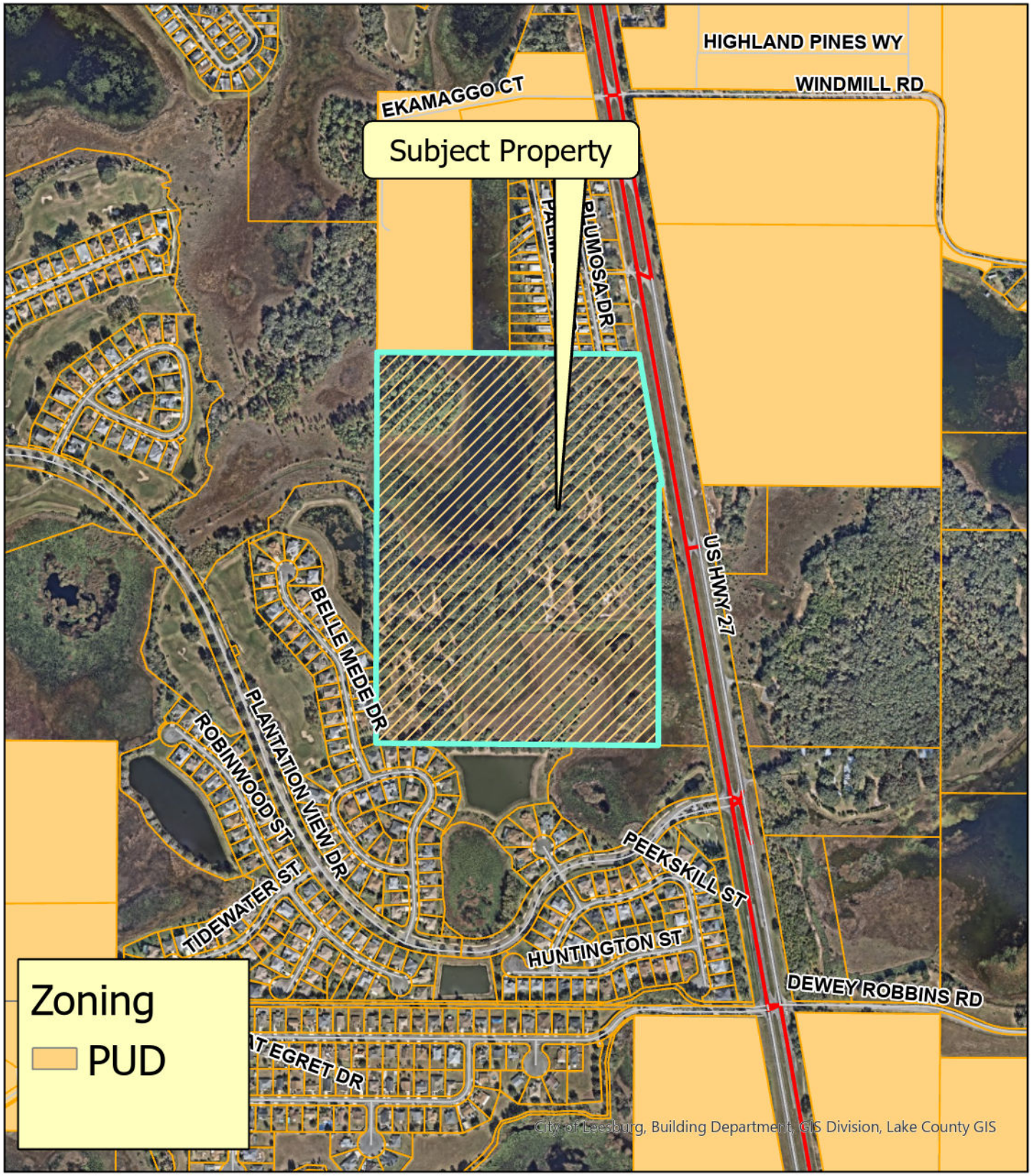
Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
May 28, 2026

Zoning



Planning & Zoning Department

N

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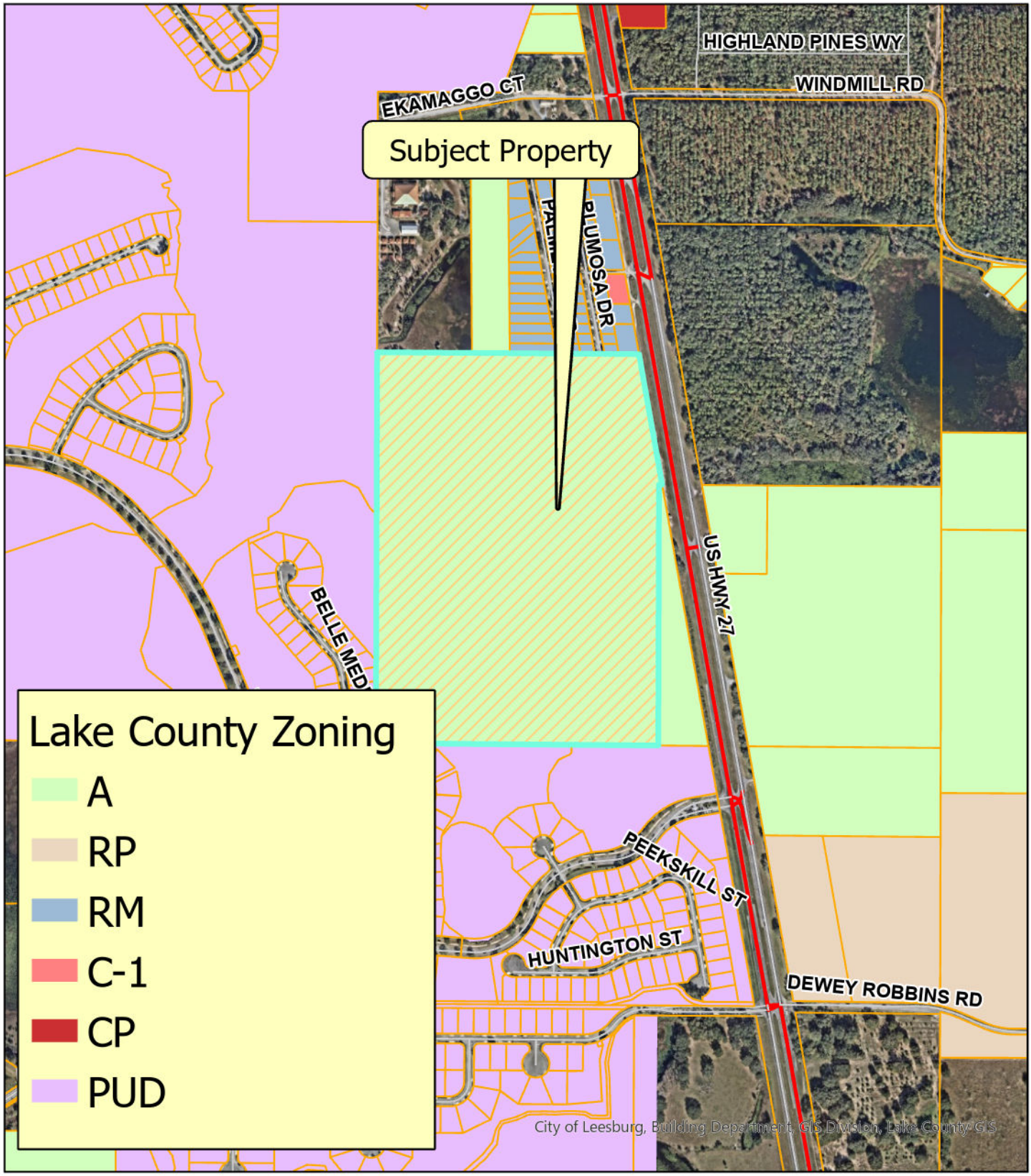
JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Lake County Zoning



Planning & Zoning Department

N

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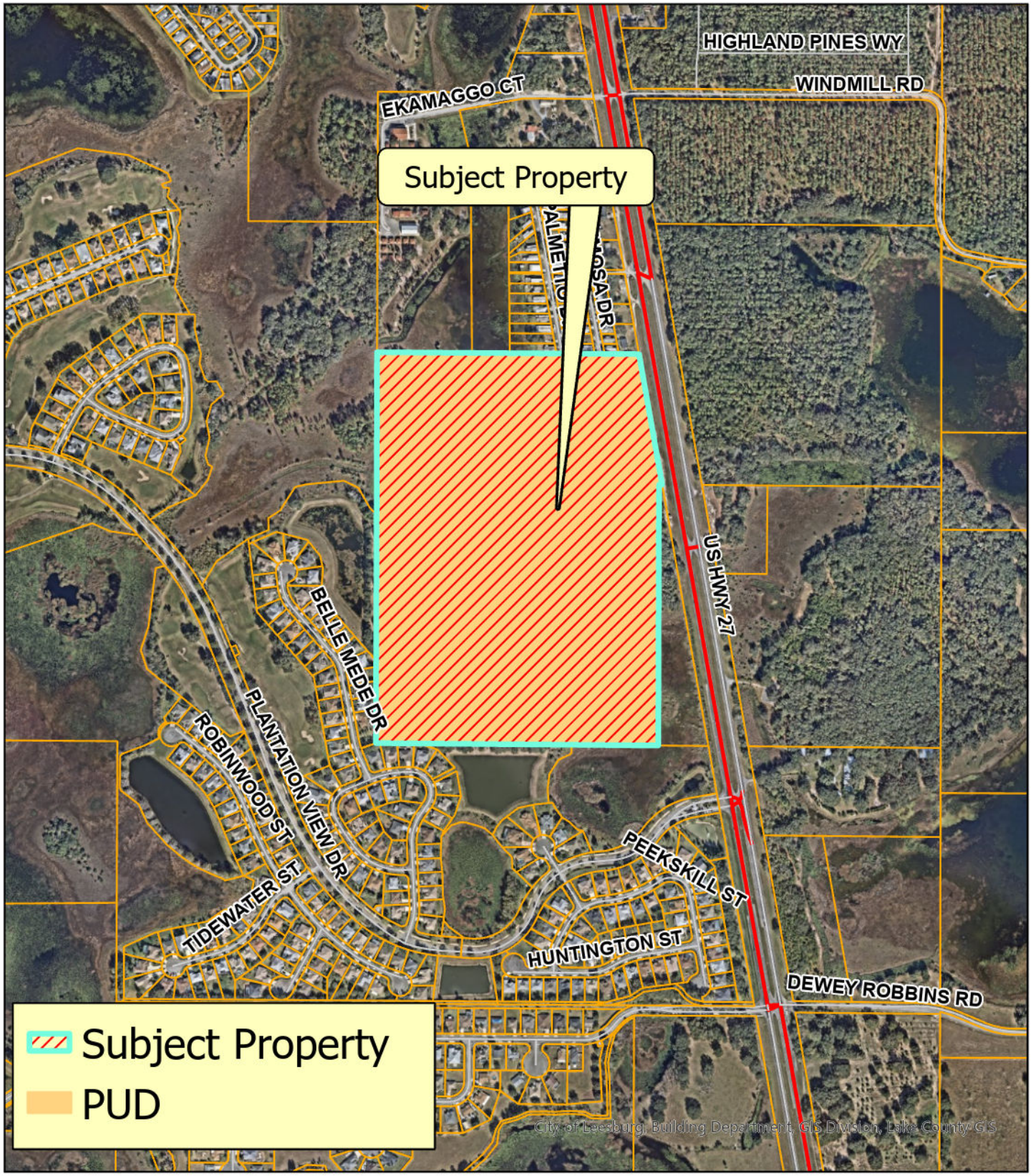
JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Proposed Zoning



Planning & Zoning Department

N

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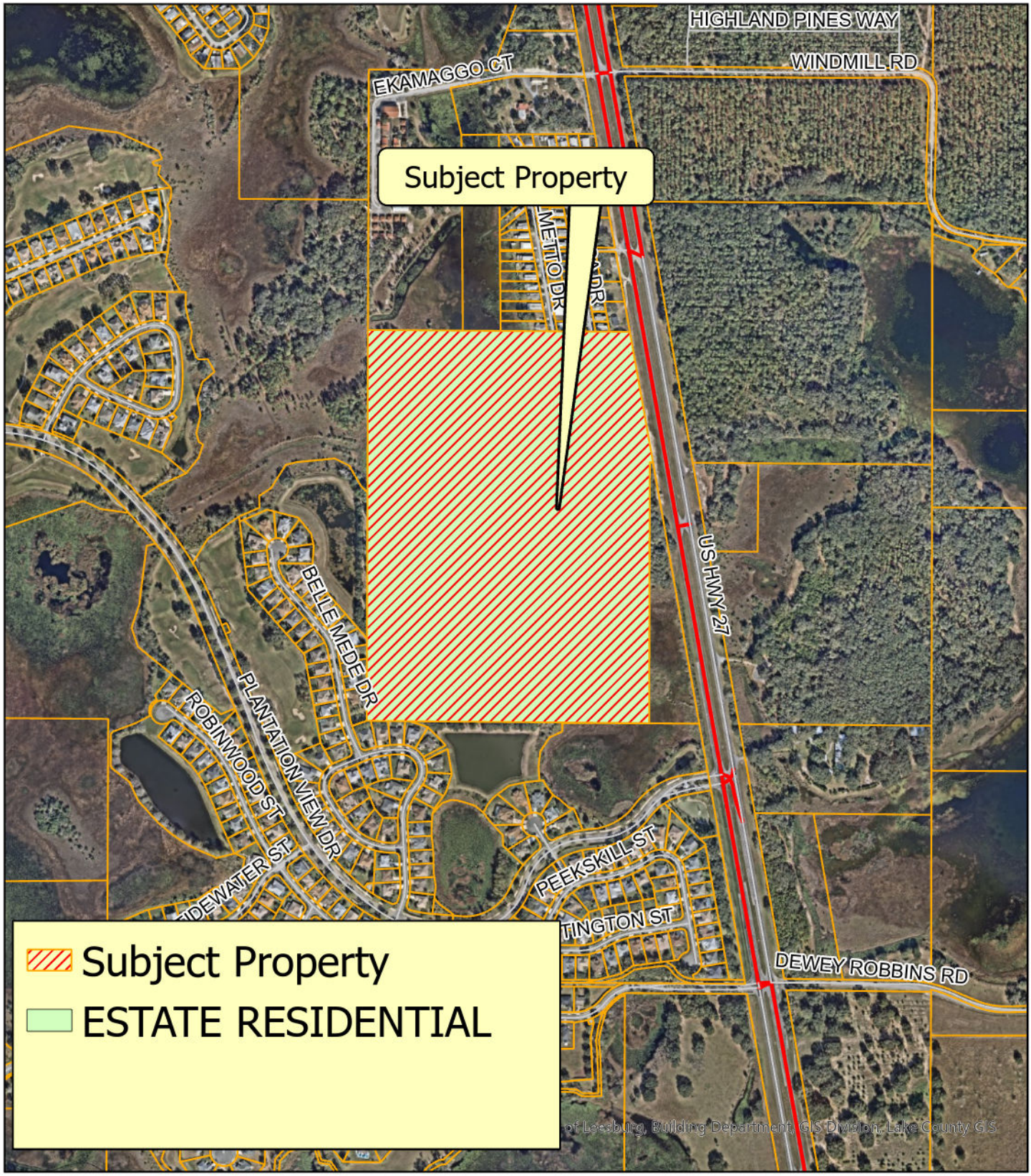
JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Proposed Future Land Use



Planning & Zoning Department

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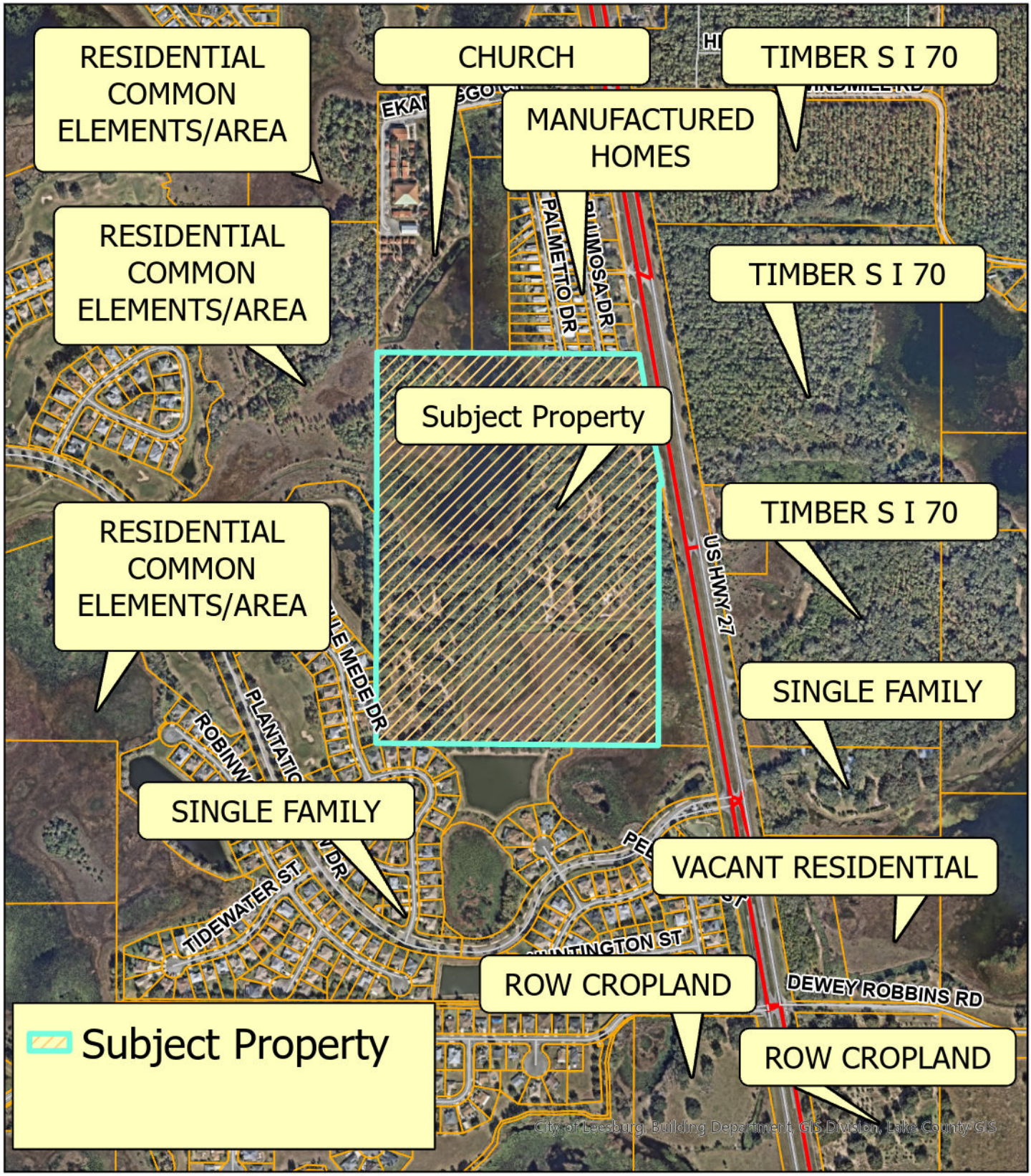
JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Surrounding Land Uses



Planning & Zoning Department

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JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
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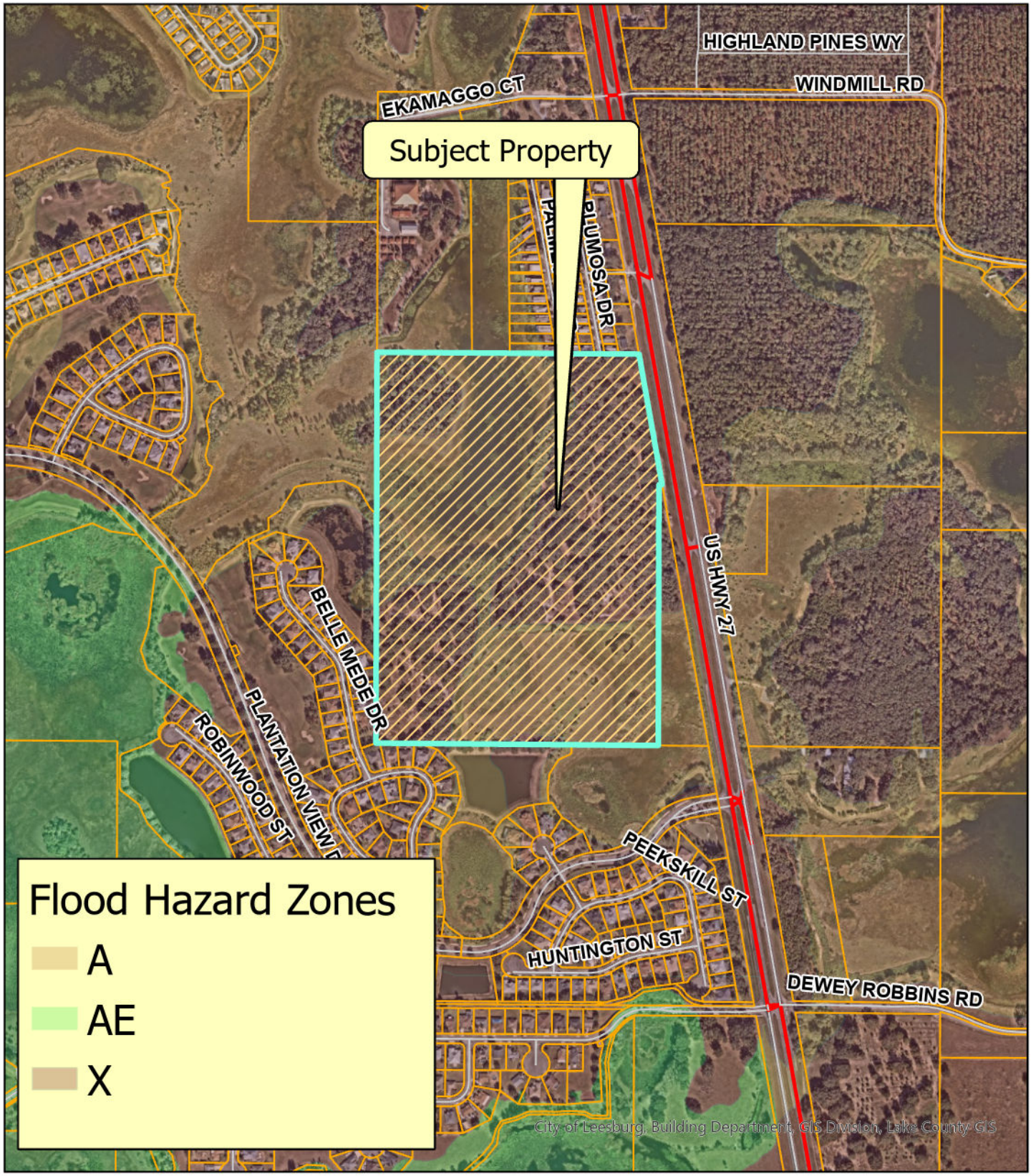
June 1, 2026

Flood Hazard Zones



Planning & Zoning Department

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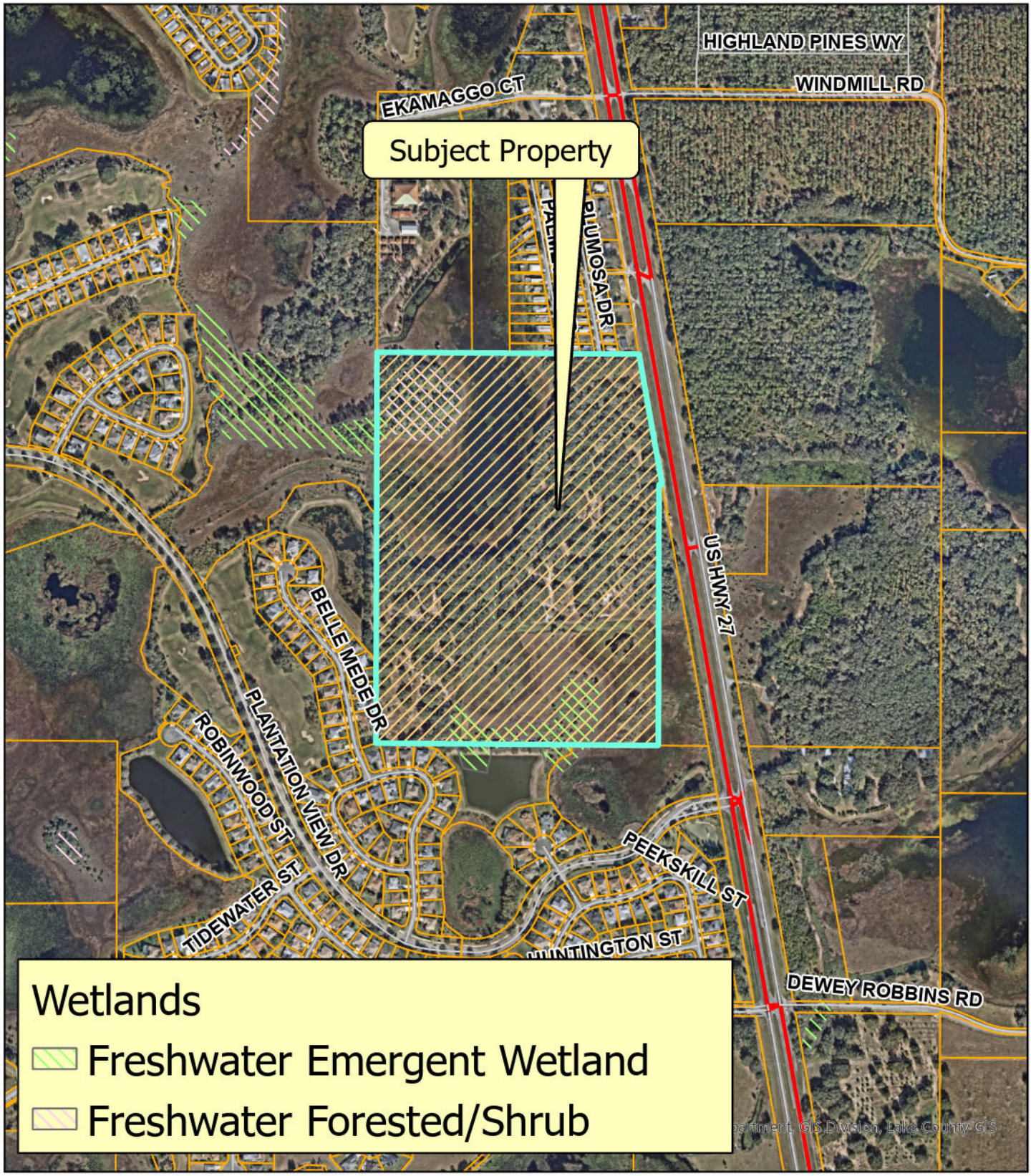
JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Wetlands



Planning & Zoning Department

N

0 305 610 Feet

JCQ Leesburg Palmetto Drive
ANNX-26-983, LSCP-26-984, RZ-26-985
Alternate Key: 1088267
Section 36, Township 20 South, Range 24 East
June 1, 2026

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking east on Palmetto Drive.

Looking south on Palmetto Drive into the subject property.

Looking east across Citrus Boulevard from subject property.

Close-up of sign looking south on Palmetto Drive into the subject property

Looking north on Palmetto Drive from the subject property.

Looking west on Palmetto Drive from the subject property.

Looking east on Palmetto Drive from the subject property.

Looking south on Palmetto Drive into the subject property.

Close-up of sign looking west on US Highway 27 into the subject property

Looking north along US Highway 27 from the subject property.

Looking east across US Highway 27 from the subject property.

Looking south along US Highway 27 from the subject property.

Looking west from US Highway 27 into the subject property.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.5.
Meeting Date:	July 13, 2026
From:	Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 57.82 +/- acres; and being generally located south of CR 48, north of Shady Grove Road, and east of the Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Merritt Ranch ANNX)

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 57.82 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 57.82 +/- acres, generally located south of CR 48, north of Shady Grove Road, and east of the Sumter County Line, as shown on the attached Extended Aerial Map. At this time, the property is undeveloped pasture, timberland, and residential. The current zoning is Lake County A (Agriculture). The reason for this request is for the developer to utilize City utilities.

The property is surrounded by Lake County A (Agriculture), City R-1-A (Single Family Residential) and ARD (Age Restricted Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, the proposed request is consistent with the surrounding properties.

Also, on this City Commission agenda is a Large-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the Planning Commission at the public hearing held on June 18, 2026.

Procurement Analysis:
N/A

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 57.82 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48, NORTH OF SHADY GROVE ROAD, AND EAST OF THE SUMTER COUNTY LINE, LYING IN SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (MERRITT RANCH ANNX)

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

Section 1.

Based upon the petition of Erika Hughes, RVi (Agent), on behalf of Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed here by is assigned to City Commission District 3;

Section 3.

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

hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Parcel 07-21-24-0003-000-00800

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

Parcel 07-21-24-0002-000-01300

A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

Parcel 07-21-24-0002-000-01400

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Parcel 07-21-24-0002-000-01500

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Parcel 07-21-24-0002-000-00603

FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH 61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH

475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

Parcel 07-21-24-0003-000-02400

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

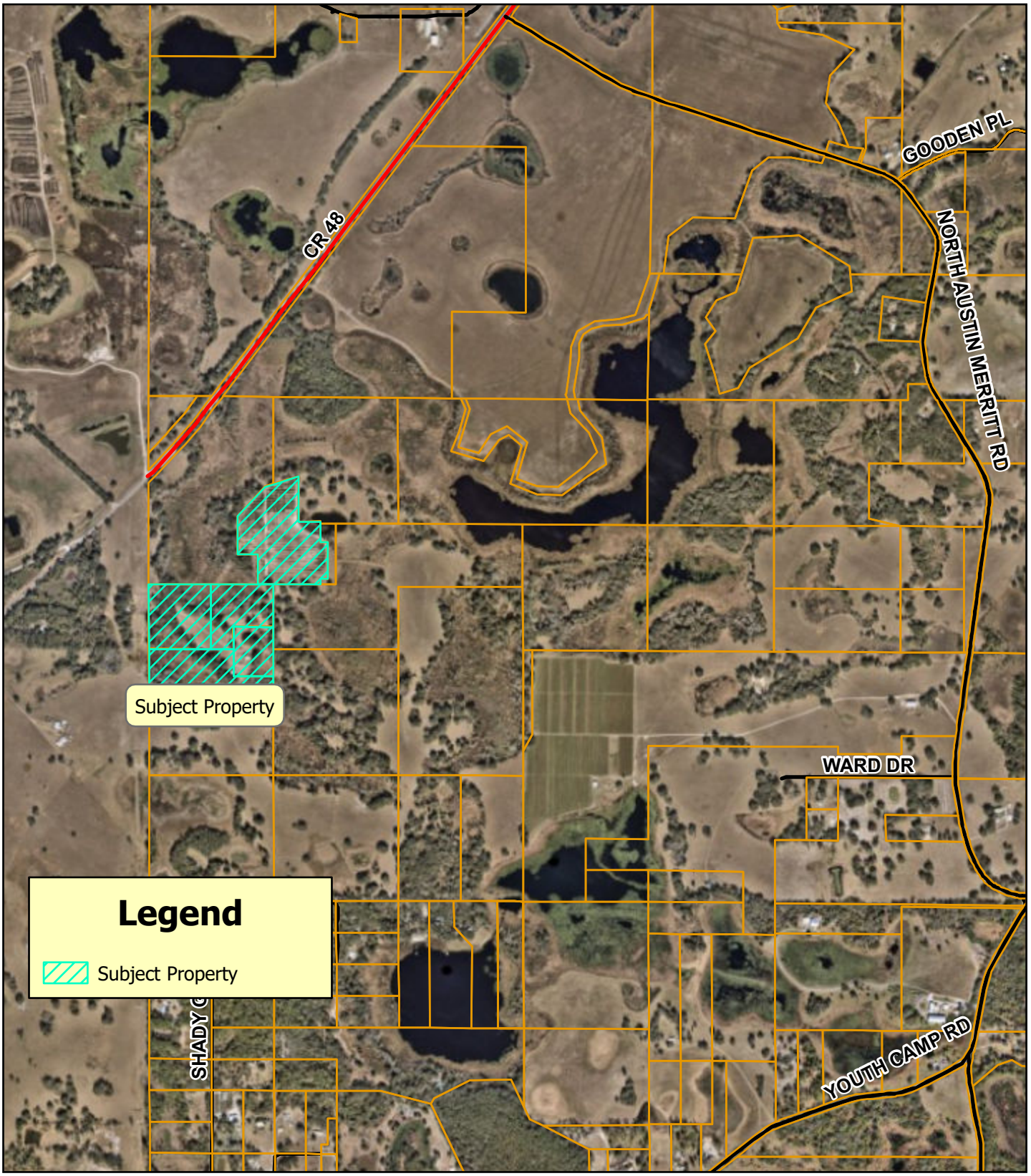
LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

Parcel 07-21-24-0003-000-00900

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Extended Aerial



Planning & Zoning Department

N

0 625 1,250 Feet

Merritt Ranch ANNEXATION

ANNX-26-904

AK#s: 1741912, 3357990, 3613422, 1741921, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/6/2026

Aerial

Planning & Zoning Department

N

0 385 770 Feet

Merritt Ranch ANNEXATION

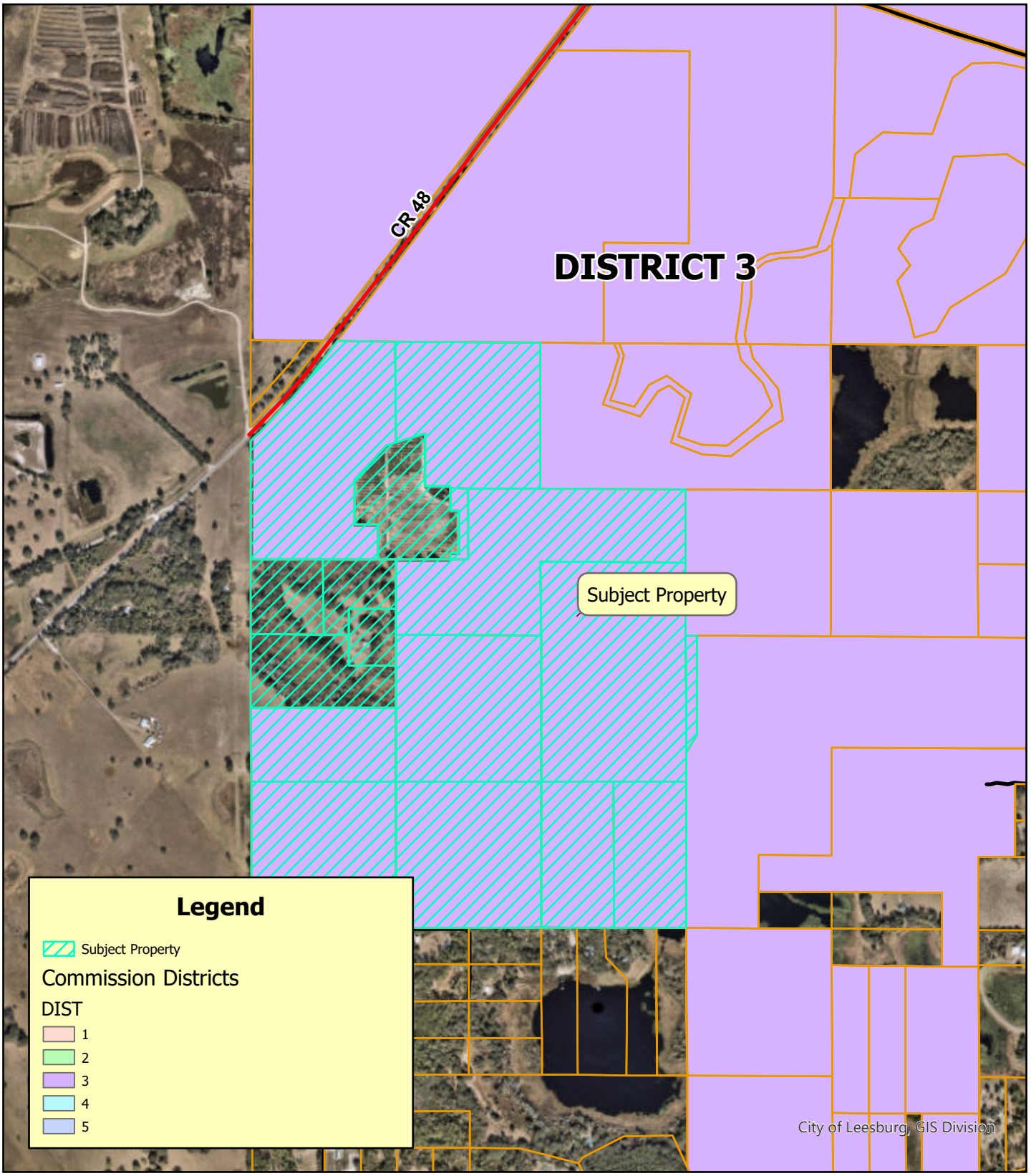
ANNX-26-904

AK#s: 1741912, 3357990, 3613422, 1741921, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/6/2026

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

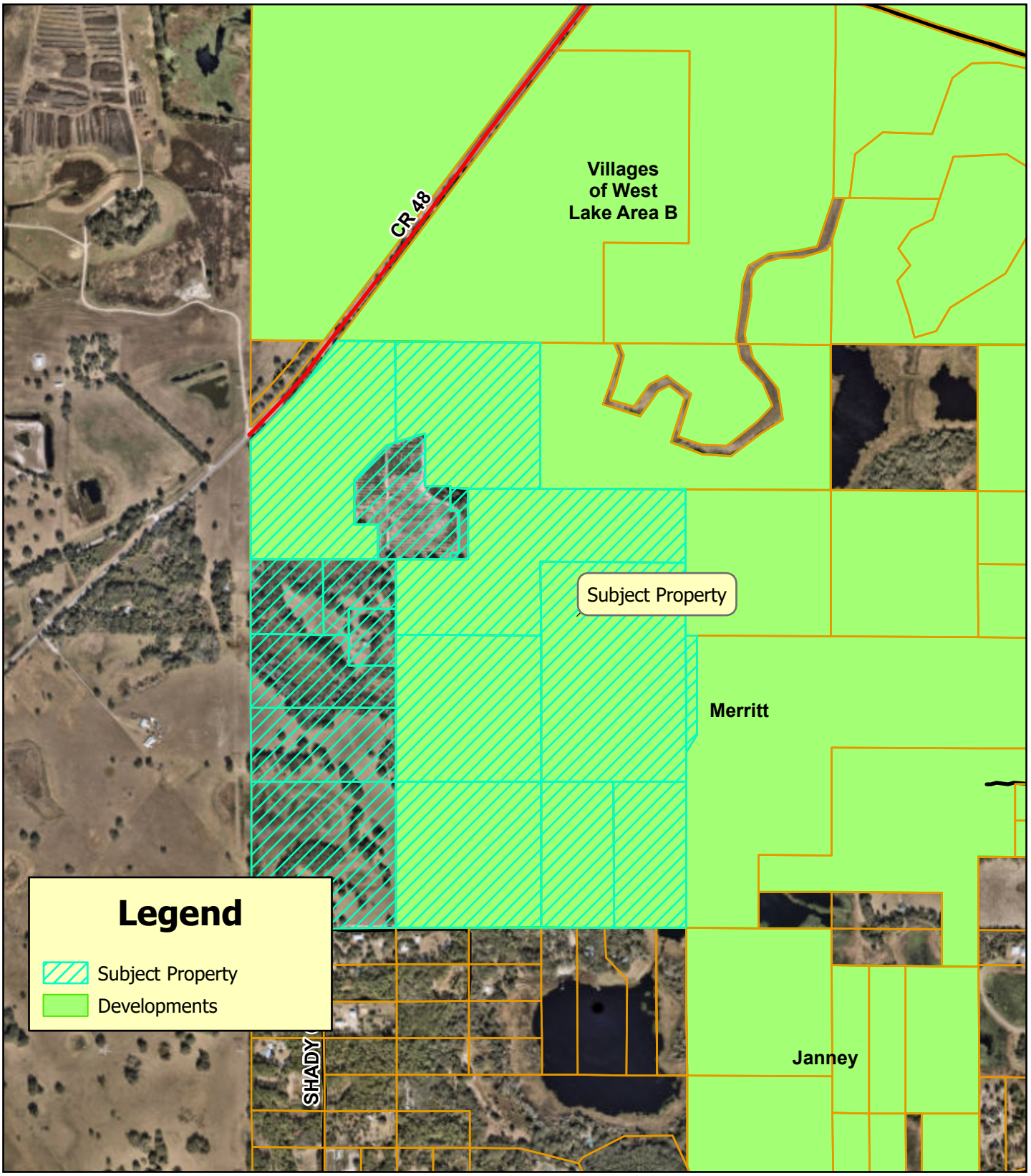
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Developments



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

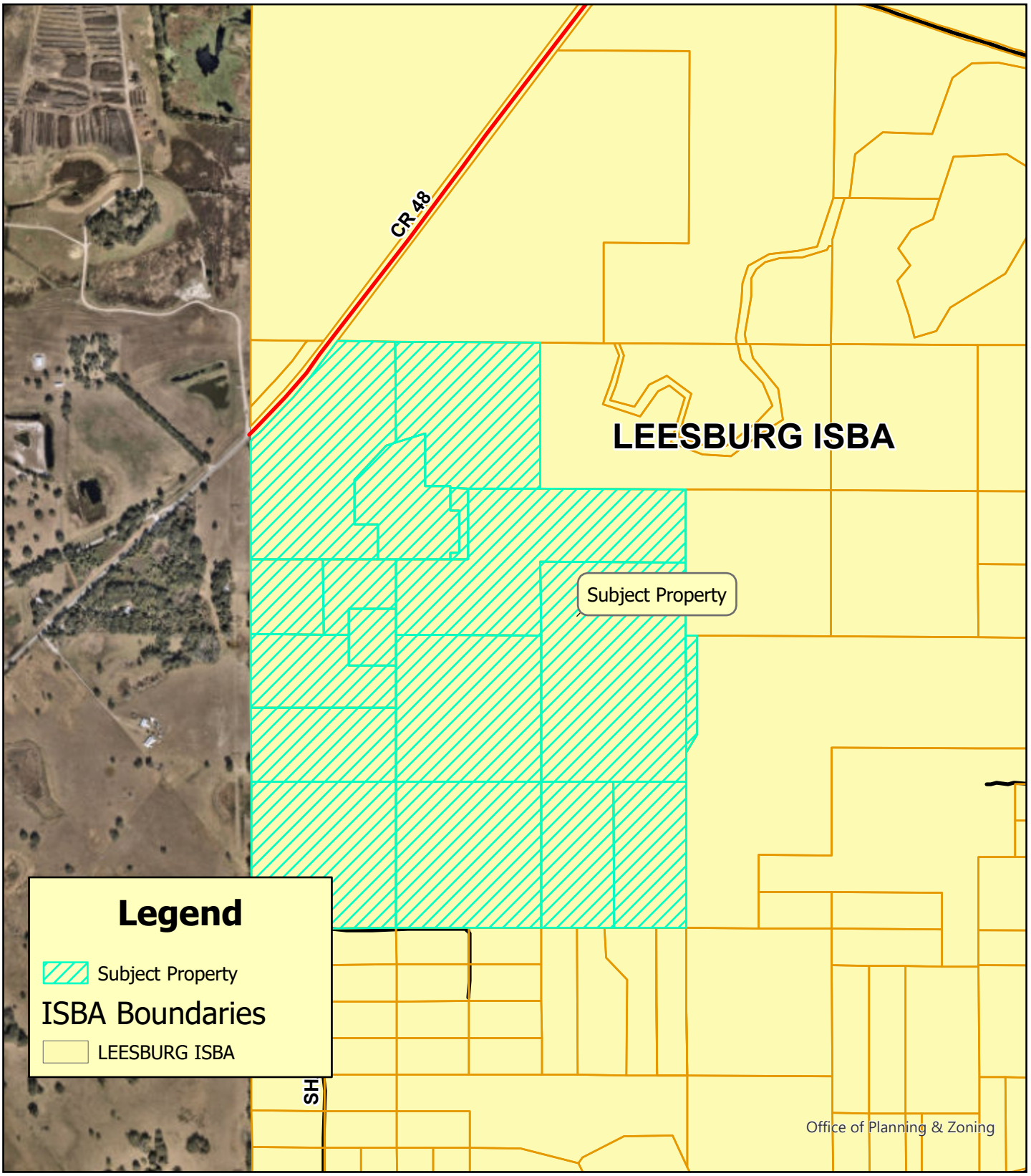
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

ISBA Boundaries



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.6.
Meeting Date:	July 13, 2026
From:	Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)
Subject:	An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 445.38 +/- acres; and being generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch LSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 445.38 +/- acres from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential.

Analysis:
The project site is approximately 445.38 acres. The property is generally located south of CR 48, west of North Austin Merritt Road, and east of the Sumter County Line. The property is undeveloped pasture, timberland, and residential. The proposed use is 586 single-family homes. The surrounding Future Land Use Map designations of City of Leesburg Estate Residential, Age Restricted Development, and Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 445.38 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 48, WEST OF NORTH AUSTIN MERRITT ROAD, AND EAST OF SUMTER COUNTY LINE, LYING IN SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MERRITT RANCH LSCP)

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

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

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

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 445.38 +/-acres of land generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida;

Section 2.
That this amendment is hereby transmitted to the Florida Department of Commerce as required by the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes;

Section 3.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular

meeting held the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Merritt Ranch PUD - Legal Description

A PARCEL OF LAND LYING WITHIN SECTION 07, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 6:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 7:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF COUNTY ROAD 48; AND THE NORTH 1/2 OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 8:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
AND ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 11:
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO
THE POINT OF BEGINNING.

PARCEL 12:
A PARCEL OF LAND LYING IN PART IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.88°58'14"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA, A DISTANCE OF 1224.53 FEET TO A POINT 98.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°44'33"W. PARALLEL WITH AND 98.00 FEET PERPENDICULAR TO THE WEST LINE OF THE

EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 889.01 FEET; THENCE S.30°59'44"W., A DISTANCE OF 194.51 FEET TO
THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE N.00°44'33"E. ALONG THE WEST LINE OF THE EAST I/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1057.52 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE S.88°58'14"E. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13:
A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

PARCEL 14:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 15:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 16: (NOT INCLUDED)
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE

SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

OHNSTAD TRACT (CALDWELL PROPERTY):
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE
SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN LAKE COUNTY, FLORIDA, CONTAINING 19,400,941 SQUARE FEET OR 445.38 ACRES MORE OR LESS.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT

RECOMMENDATIONS

DATE:	June 18, 2026
OWNERS:	Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER:	Richland Communities
PROJECT:	Merritt Ranch
REQUEST:	Large Scale Comprehensive Plan to City Estate Residential
CASE NO.:	LSCP-26-905

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City Age Restricted Development, Estate Residential, Neighborhood Mixed Use.

3. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agriculture), City ARD (Age Restricted Development), City RE-1 (Estate Density Residential), City R-1-A (Single Family Residential).

4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Rural and City Neighborhood Mixed Use to City of Leesburg Estate Residential and forward this recommendation to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

GENERAL LOCATION: South of CR 48, west of North Austin Merritt Road, and east of Sumter County Line

FUTURE LAND USE DESIGNATION: Lake County Rural and City Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Age Restricted Development
South – City Estate Residential
East – City Neighborhood Mixed Use
West – Sumter County

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural & City Neighborhood Mixed Use	City Estate Residential	445.38 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and City R-1-A (Single Family Residential)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), City ARD (Age Restricted Development)
South – Lake County A (Agriculture), City RE-1 (Estate Density Residential)
East – City R-1-A (Single Family Residential)
West – Sumter County

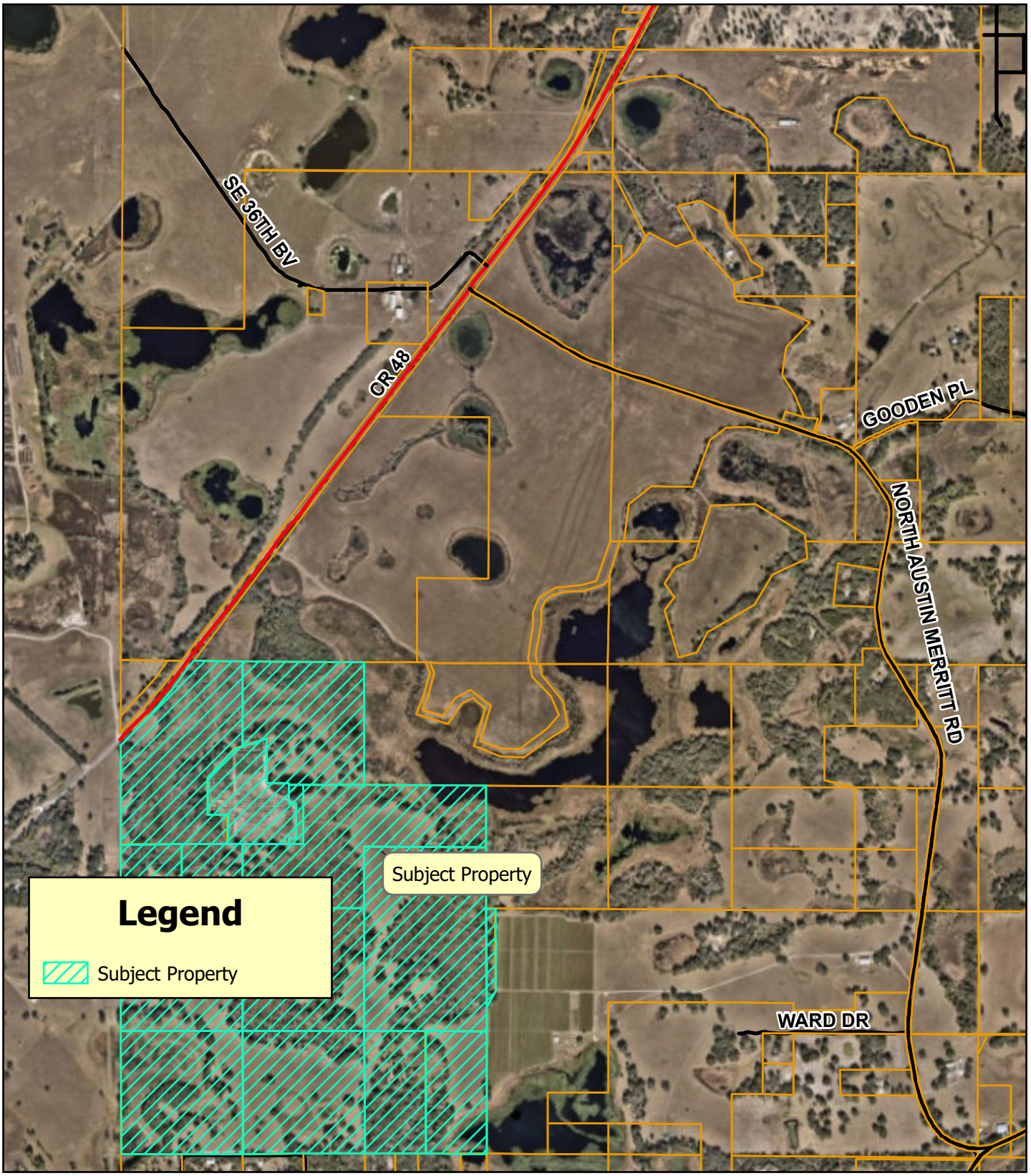
PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped pasture, timberland and residential

SURROUNDING LAND USE:
North – Vacant Residential, Pasture Improved
South – Vacant Residential, Single Family Residential
East – Pasture Improved
West – Single Family Residential

PROPOSED LAND USE: Residential Subdivision

Extended Aerial



Planning & Zoning Department

N

0 625 1,250 Feet

Merritt Ranch

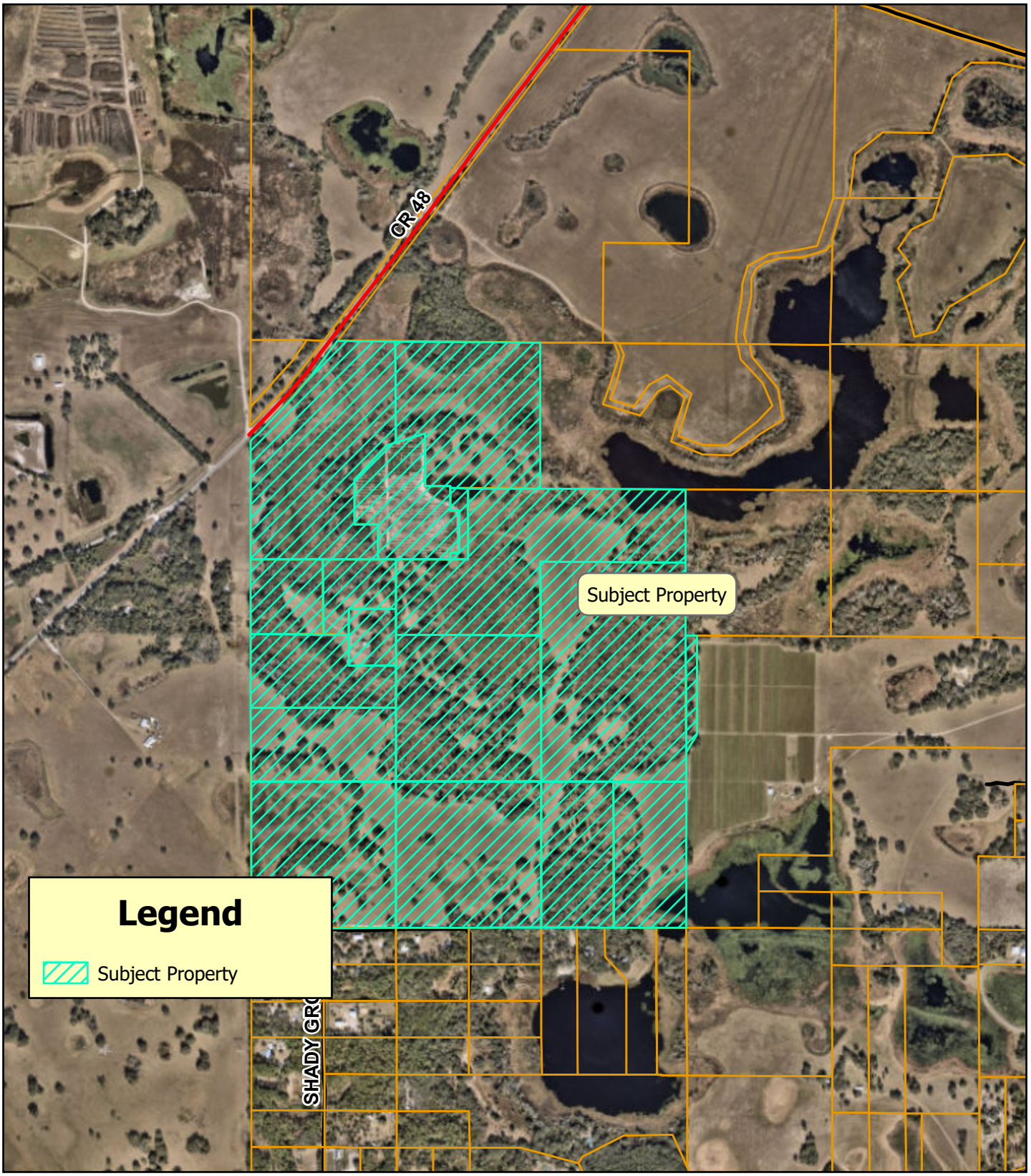
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Aerial



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

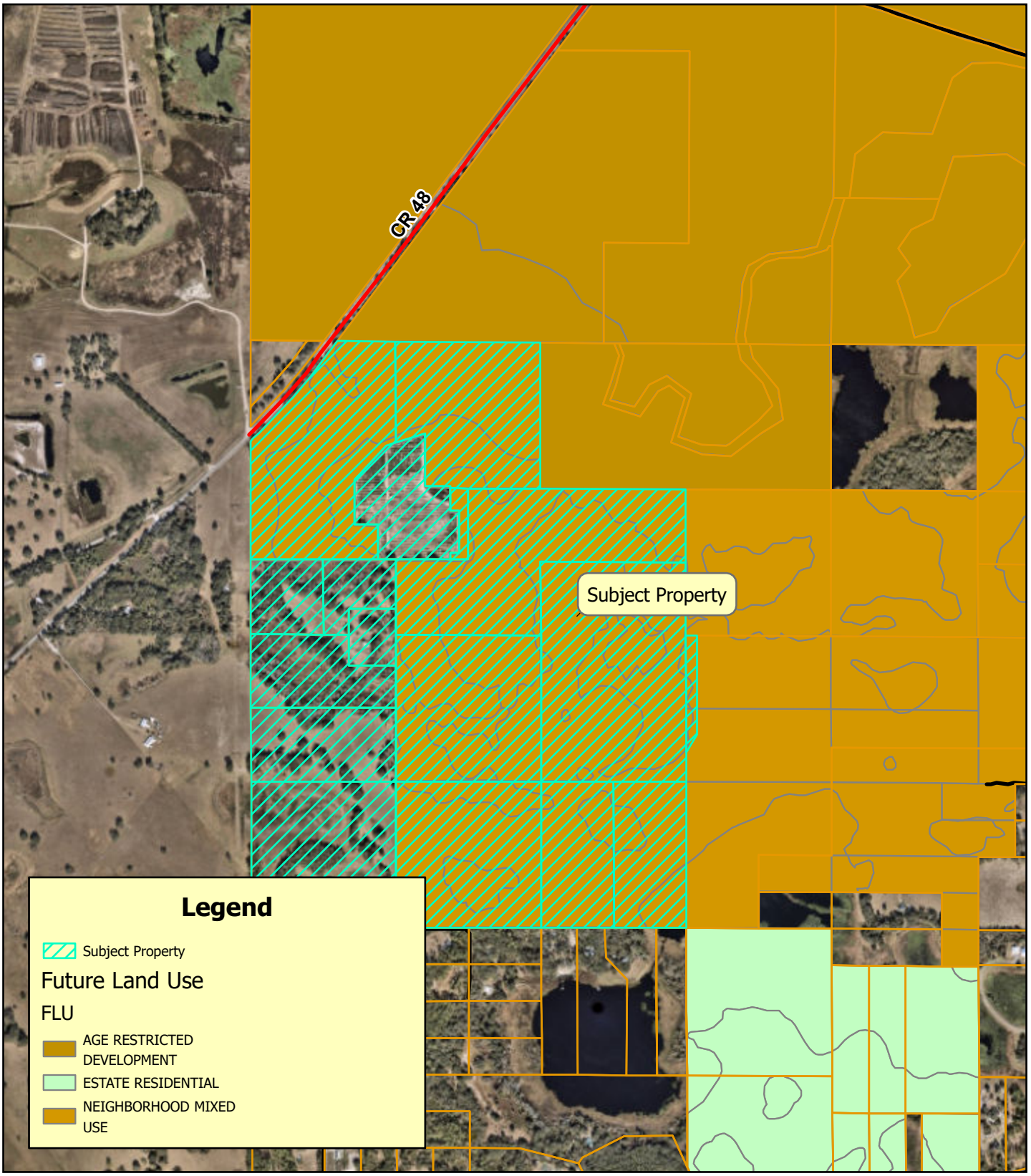
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

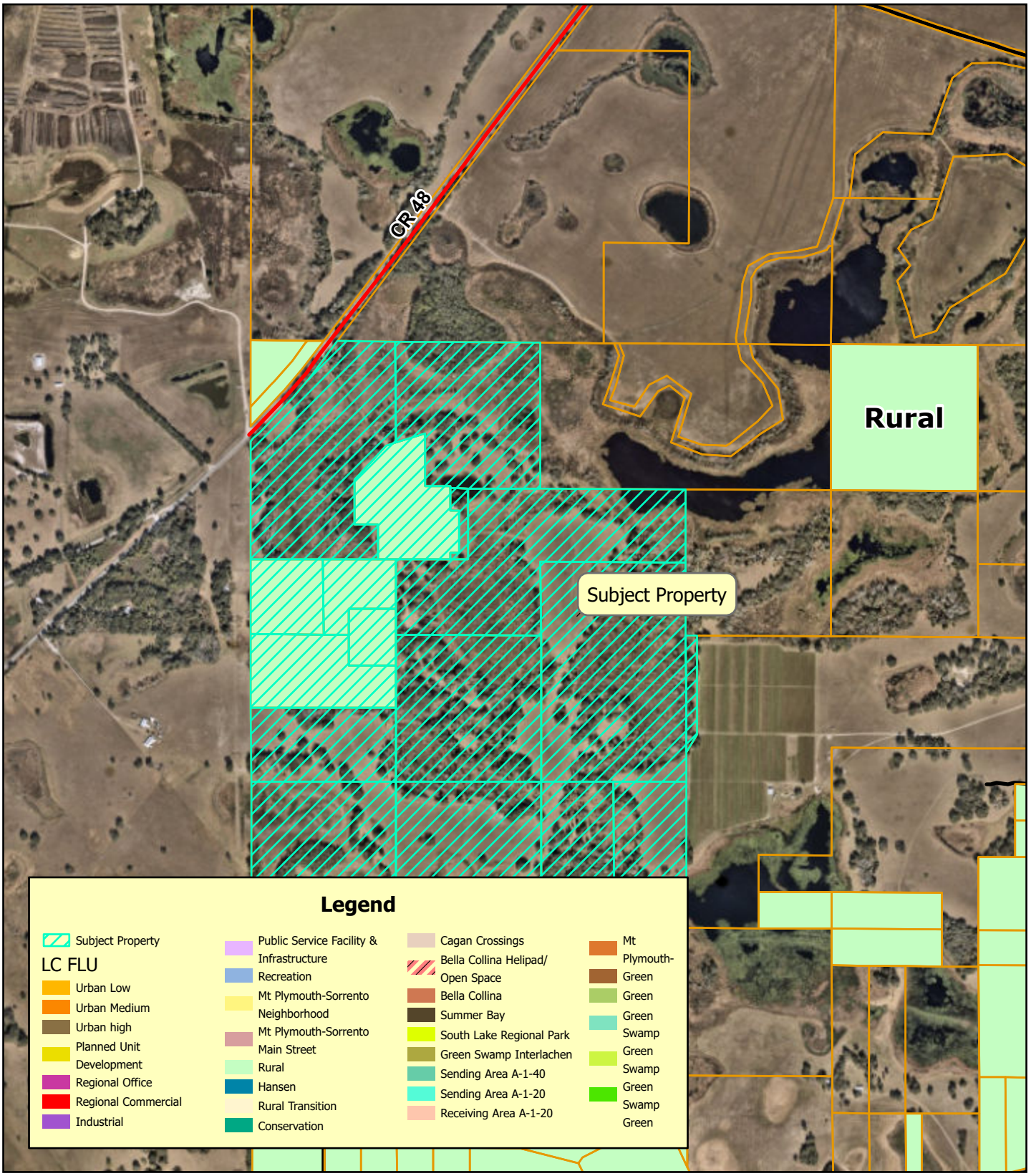
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Lake County Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

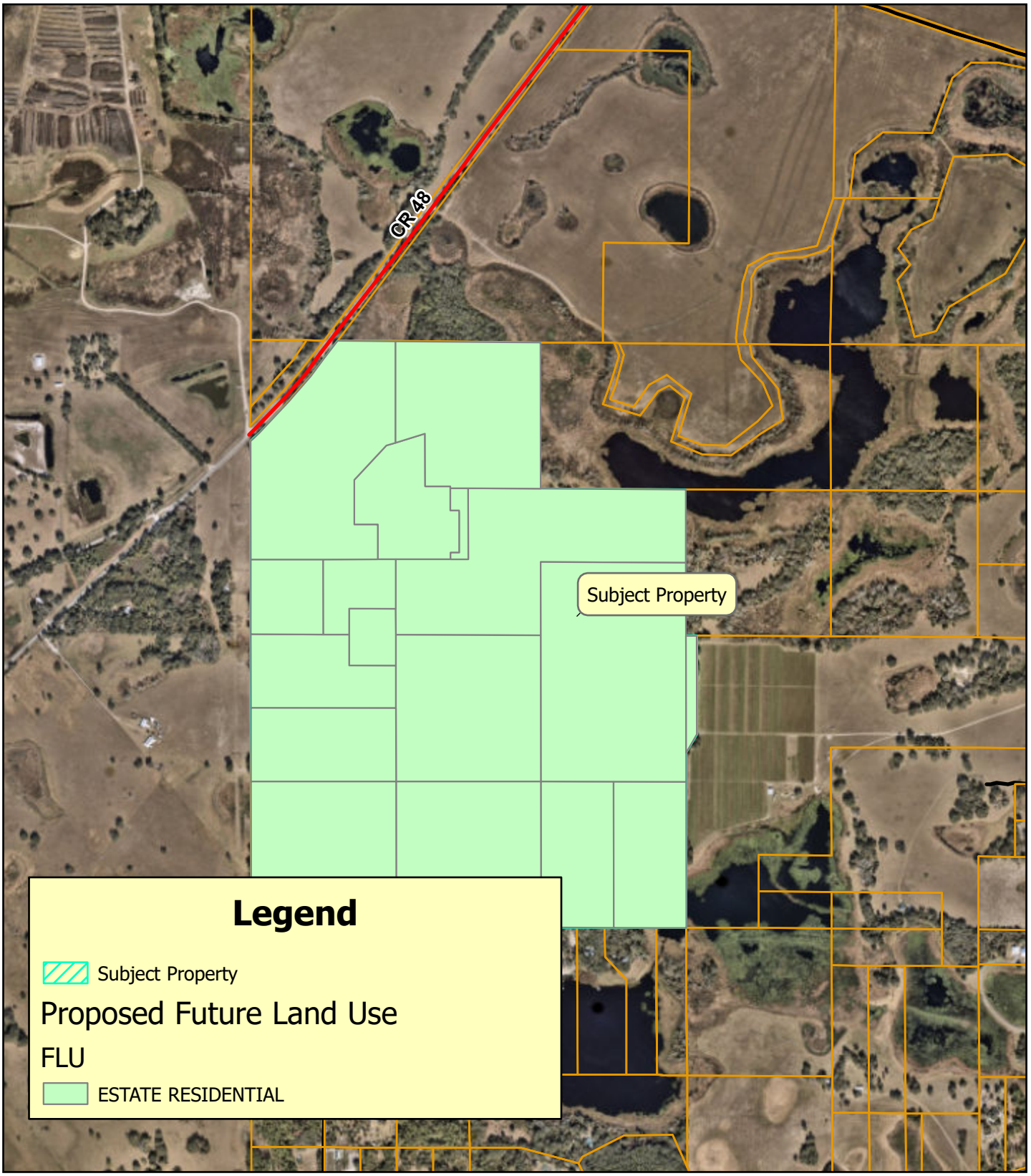
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Proposed Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

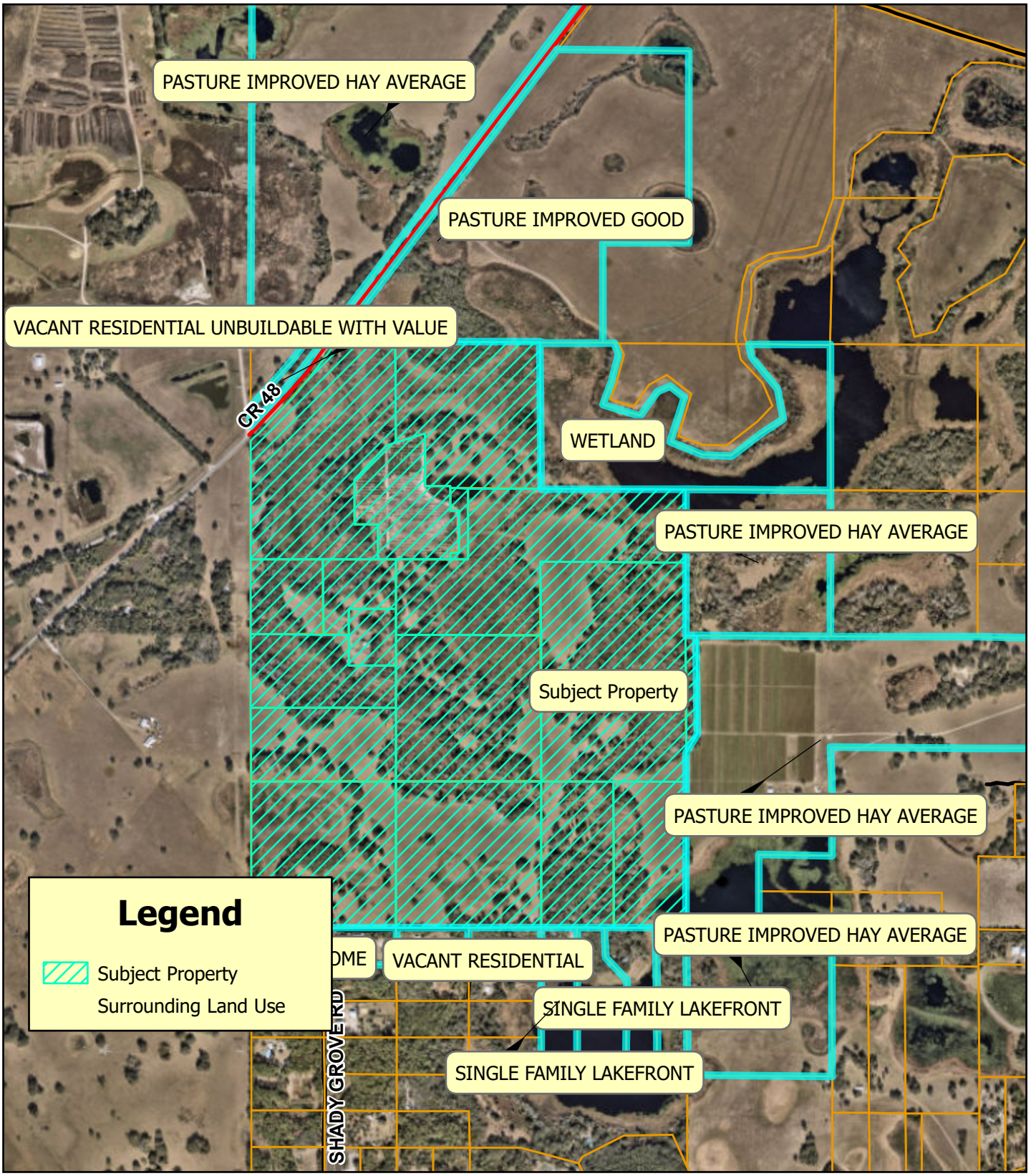
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Surrounding Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

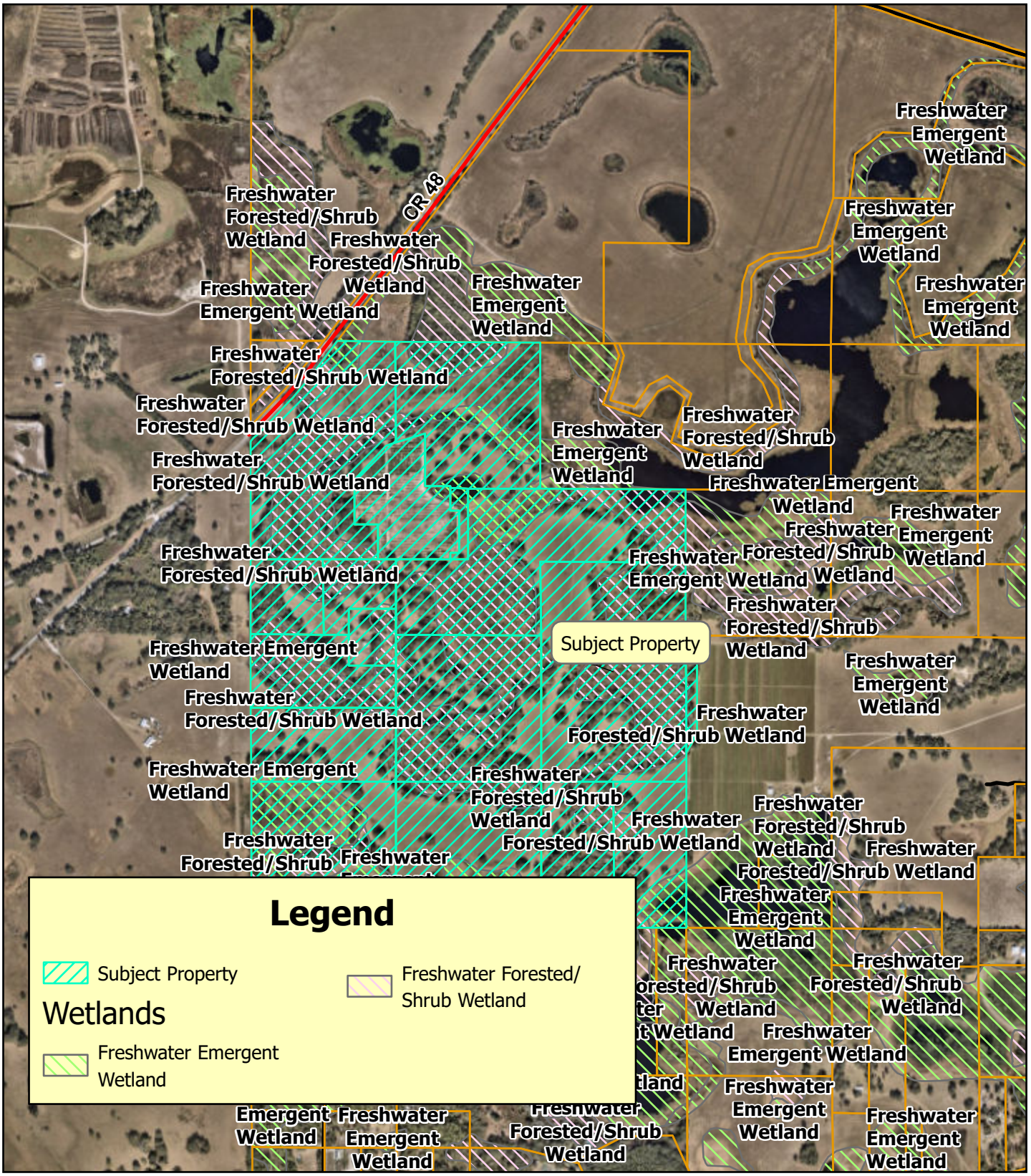
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Wetlands



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

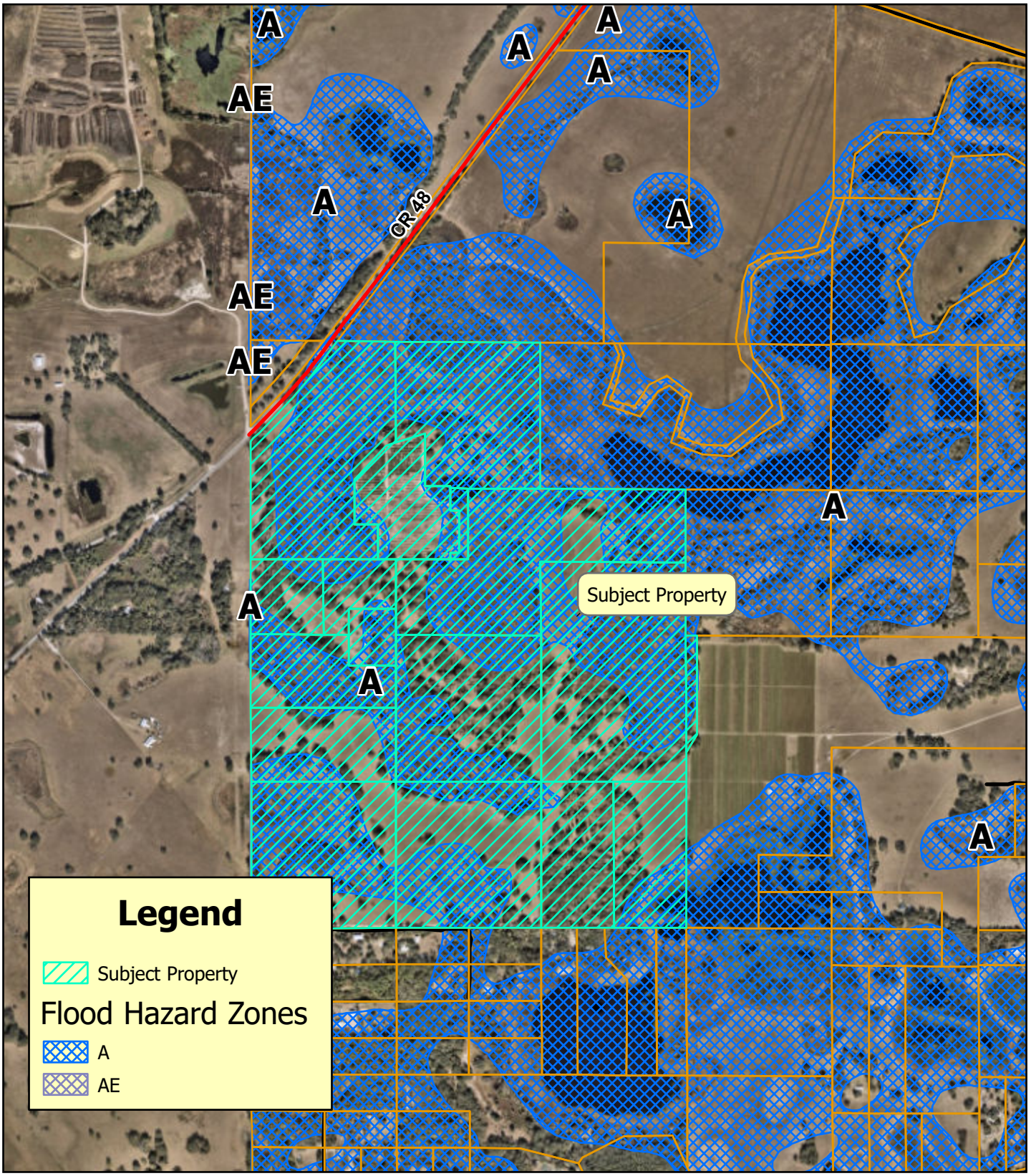
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Flood Zones



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

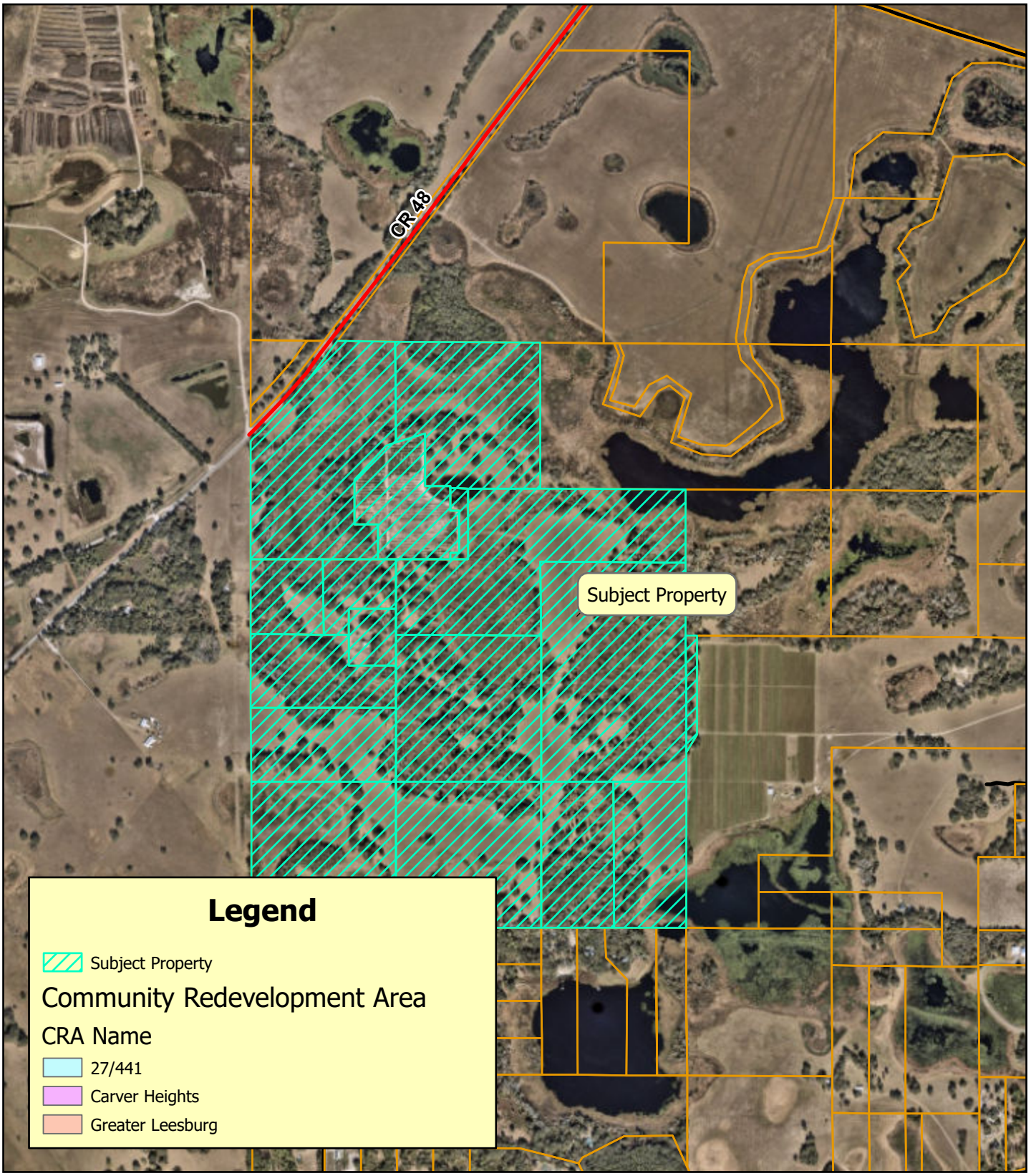
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Community Redevelopment Area



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

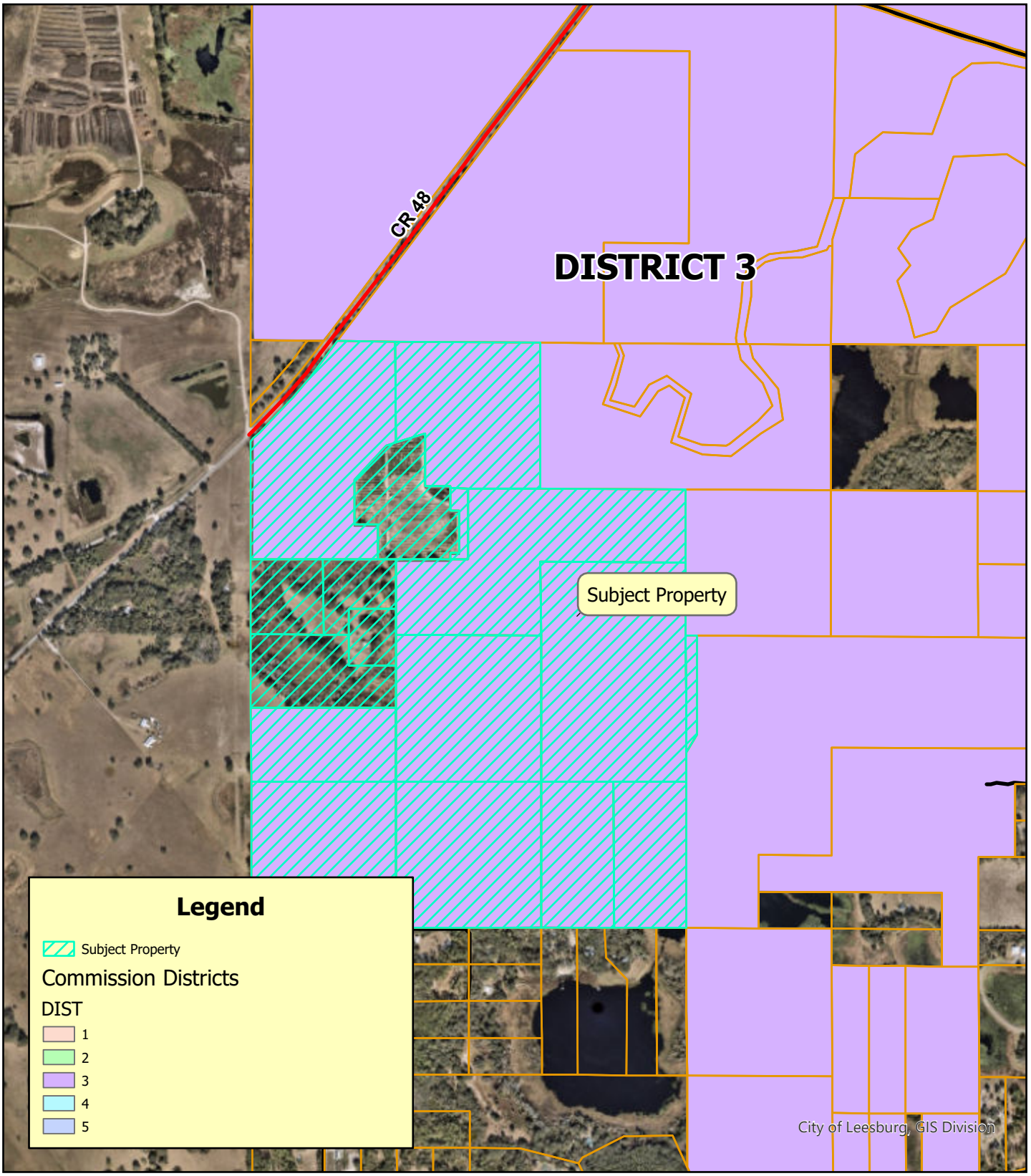
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/12/2026

FIRE

In reference to Case Number LSCP-26-905, PUD-26-906

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-26-905, PUD-26-906 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1
The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

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

Amanda Stevenson – 06/11/2026

ELECTRIC

"Electric has no objections. This is outside our Electric Service Area." Steve Davis - 5/26/2026

GAS

"Natural gas is directed per City Ordinance." Brandon Smith - 5/26/2026

GIS

"GIS has no comments." Nick Tota - 5/26/2026

BUILDING

No comments received as of 6/12/2026

PUBLIC WORKS

"Public Works has no issues with request, but the developer needs to know that they are at the end of the line of other developments that are installing water and sewer infrastructure down CR48. The sooner the developer requests a Utilities Intake Meeting and has wastewater modeling completed, we can better plan to ensure the installed infrastructure can meet their capacity needs. Otherwise, they will be required to install their own infrastructure to a point in our system that can meet their capacity requirements."

Cliff Kelsey – 05/26/2026

ADDRESSING

No comments received as of 6/12/2026

ECONOMIC DEVELOPMENT

No comments received as of 6/12/2026

LAKE COUNTY PUBLIC WORKS

No comments received as of 6/12/2026

LAKE COUNTY SCHOOLS

No comments received as of 6/12/2026

PUBLIC RESPONSES

Approval

No comments received as of 6/12/2026

Disapproval

No comments received as of 6/12/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.B.7.
Meeting Date:	July 13, 2026
From:	Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 445.38 +/- acres from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 586 single-family homes, for a property generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line, lying in Section 07, Township 21 South, Range 24 East, Lake County, Florida; and providing an effective date. (Merritt Ranch PUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 586 single-family homes.

Analysis:
The project site is approximately 445.38 +/- acres, and is generally located south of CR 48, west of North Austin Merritt Road, and east of Sumter County Line as shown on the attached maps. At this time, the property is undeveloped pasture, timberland, and residential. The proposal will allow for 586 single-family homes. The existing land uses surrounding the property are Vacant Residential, Pasture Improved, and Single Family Residential. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on June 18, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 445.38 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND CITY R-1-A (SINGLE FAMILY RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 586 SINGLE-FAMILY HOMES, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 48, WEST OF NORTH AUSTIN MERRITT ROAD, AND EAST OF SUMTER COUNTY LINE, LYING IN SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MERRITT RANCH PUD)

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

Section 1.

Based upon the petition of Erika Hughes, RVi (Agent), on behalf of Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

Merritt Ranch PUD - Legal Description

A PARCEL OF LAND LYING WITHIN SECTION 07, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 6:
THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 7:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF COUNTY ROAD 48; AND THE NORTH 1/2 OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 8:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
AND ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 11:
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.
LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO
THE POINT OF BEGINNING.

PARCEL 12:
A PARCEL OF LAND LYING IN PART IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.88°58'14"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA, A DISTANCE OF 1224.53 FEET TO A POINT 98.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°44'33"W. PARALLEL WITH AND 98.00 FEET PERPENDICULAR TO THE WEST LINE OF THE

EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 889.01 FEET; THENCE S.30°59'44"W., A DISTANCE OF 194.51 FEET TO
THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE N.00°44'33"E. ALONG THE WEST LINE OF THE EAST I/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1057.52 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE S.88°58'14"E. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13:
A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

PARCEL 14:
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 15:
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)
FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 16: (NOT INCLUDED)
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT:
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE

SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

OHNSTAD TRACT (CALDWELL PROPERTY):
FROM THE NORTHWEST CORNER SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, RUN SOUTH 1669.4 FEET; THENCE EAST 1155 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 315.69 FEET; THENCE EAST 660 FEET; THENCE NORTH
61.05 FEET; THENCE EAST 80 FEET; THENCE NORTH 380.20 FEET; THENCE WEST 80 FEET; THENCE NORTH 218.75 FEET; THENCE WEST 230 FEET; THENCE NORTH 475.6 FEET; THENCE S. 73°07'00" W., 366.5 FEET; THENCE S. 43°24'00" W., 426.34 FEET; THENCE
SOUTH 407.82 FEET; THENCE N. 88°50'00" E. TO POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN LAKE COUNTY, FLORIDA, CONTAINING 19,400,941 SQUARE FEET OR 445.38 ACRES MORE OR LESS.

MERRITT RANCH
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
JUNE 18, 2026

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, P.O. Box 57, Center Hill, FL 33514-0057, Caldwell Citrus Grove Management, LLC, P.O. Box 490197, Leesburg, FL 34749-0197 (Erika Hughes, RVi, Agent), "Permittee,"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 445.38 acres containing a maximum of 523 detached single-family residential units, generally located south of CR48, west of North Austin Merritt Road, and east of Sumter County Line, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, P.O. Box 57, Center Hill, FL 33514-0057, Caldwell Citrus Grove Management, LLC, P.O. Box 490197, Leesburg, FL 34749-0197 (Erika Hughes, RVi, Agent), "Permittee,"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

   See attached **Exhibit B, Legal Description**.

3. **LAND USE**

The above-described property, containing approximately 445.38 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses
   1. Detached single family residential units
   2. Accessory structures for residential uses
   3. Sales office in a single-family unit
   4. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses
   1. Attached single family units (Townhouses)
   2. Duplex/Triplex uses
   3. Multi-family units (Apartments)
   4. Commercial uses (as a primary use)
   5. The developer or their assigns or heirs, or site owners or their assigns or heirs or successors in title, acknowledge and agree that the lands lying under the development standards set forth in this Planned Unit Development Agreement or lands zoned as industrial or commercial uses shall not be developed as a Live Local Act development pursuant to Florida Statute Section 166.04151(7) and Florida Statute Section 420.
   6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 523 detached single-family residential units, at a gross density of 1.17, on the approximately 445.38-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:
   1. For 50-foot lots:
      a. A maximum of 383 lots shall have a minimum lot width of fifty (50) feet.
      b. Minimum house size: 1,700 square feet living area (under roof).
      c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
      d. Minimum lot size shall be 6,000 square feet.

e. Minimum lot width 50 feet, as measured at the front setback line.
f. Minimum lot depth 120 feet
g. Minimum building setbacks, as measured from property line to vertical wall of structure:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For 60-foot lots:
   a. A maximum of 103 lots shall have a minimum lot width of sixty (60) feet.
   b. Minimum lot size shall be 7.200 square feet.
   c. Minimum house size: 1,800 square feet.
   d. 65% impervious surface per lot.
   e. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
   f. Minimum lot size shall be 7,200 square feet.
   g. Minimum lot width 60 feet, as measured at the front setback line.
   h. Minimum depth 120 feet
   i. Minimum building setbacks, as measured from property line to vertical wall of structure:
   Front – 25 feet;
   Porch – 20 feet (porch must be a minimum width of 5 feet).
   Rear – 18 feet;
   Side – 5 feet;
   Corner Side – 15 feet.

3. For 70-foot lots:
   a. No less than 37 lots shall have a minimum lot width of seventy (70) feet.
   b. Minimum house size: 1,900 square feet (under roof).
   c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
   d. Minimum lot size shall be 8,400 square feet.
   e. Minimum width 70 feet, as measured at the front setback line.
   f. Minimum depth 120 feet
   g. Minimum building setbacks, as measured from property line to vertical wall of structure:
   Front – 25 feet;
   Porch – 20 feet (porch must be a minimum width of 5 feet).
   Rear – 18 feet;
   Side – 7.5 feet;
   Corner Side – 15 feet.

4. For all structures:
   a. Each residential structure shall have a minimum two car garage.

b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
c. Each residential structure shall have eaves, with a minimum 6-inch projection.
d. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
e. Maximum building height: two (2) stories or 35 feet.
f. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
g. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
h. Solid roof structures attached to the residence must meet the required rear setback as noted under "Minimum building setbacks."
i. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

E. Easements:

(1) As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

5. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Front windows with arched glass tops and minimum 4-inch trim.
9. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
10. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
11. Stone accents
12. Shutters
13. Board and batten siding
14. Hardy board siding
15. Raised banding

16. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
   1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
   2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
   3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
   4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.

C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director, or designee.

D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.

E. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association. Opaque natural buffer may be considered to meet this requirement.

C. A split-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be

installed shall be installed along all property boundaries not adjacent to an existing wetland or preserved area. The split-rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.

D. A double row silt fence shall be required as development and construction occur on any portion of the property. The first row shall be placed on the property line and the second shall be placed at the internal boundary of the 25-foot required buffer. No clear cutting shall be permitted between the two silt fences within the 25-foot buffer, with the exception of the primary access to the property.

E. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.

F. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.

G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

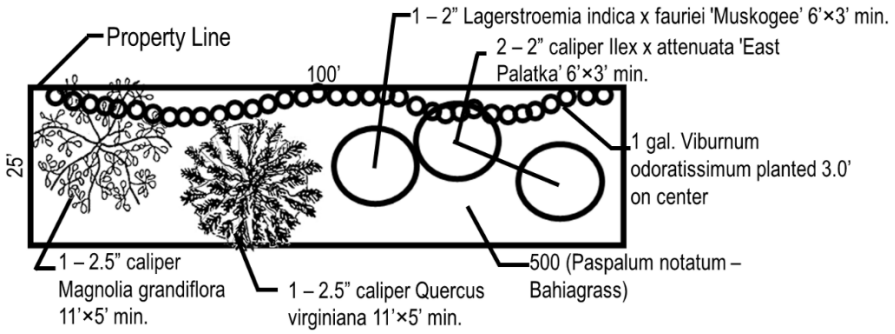
H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B

100 Feet of
Typical 25' Landscape Buffer



Buffer detail is to illustrate plant material quality and specification only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system.

I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" and "Perfect Plants for Pollinators" will also be acceptable.

J. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.

K. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

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

M. Private wells shall not be permitted within the site, or within individual lots, or within common areas under the control of an HOA or other like entity, lying under the jurisdiction of this Planned Unit Development Agreement.

7. SITE ACCESS AND SIGNAGE

A. The main vehicular access to the project site shall consist of at least two (2) primary access point on County Road 48, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

B. The primary access point on County Road 48 shall be constructed as a "boulevard-type" roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

D. The required primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended. The two (2) decorative entry features may be substituted for a single monument in the planted median used for signage per City of Leesburg Code of Ordinances, as amended, provided the median meets all landscaping requirements.

E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.

B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.

C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.

D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.

G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City Road design requirements; OR

2. The Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to own and maintain the roads, transportation improvements, and stormwater system(s) to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, Community Development District, or other such legal entity will be considered acceptable.

H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:
   1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
   2. A natural gas water heater and natural gas stove, or natural gas dryer.

D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant, unless permitted otherwise by City of Leesburg Public Works.

10. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

   (a) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

(b) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

(c) A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.

(d) The existing 100-year flood plain on the property shall be shown on all plans and lots.

(e) The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

(f) A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

B. The Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. The Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the stormwater system(s) to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, Community Development District, or other such legal entity will be considered acceptable.

C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association.

The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary, or as required by SJRWMD.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 104,600 square feet, or 2.4 total acres, whichever is greater.

B. Recreational requirements shall include at least one primary active recreation area to include a swimming pool, trails, a children's playground with equipment, and a fenced dog park area. Other additional recreation areas may include uses such as outdoor exercise equipment, trails, benches, gazebos, and other shade structures. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.

1) Retention parks may be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails. Other similar uses which will meet the intent of this document may be supplied by the developer, if approved by the Planning and Zoning Director, or designee, at the time of site plan approval.

14. PERPETUAL MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

B. Common areas – The owner an all successors in title to the common areas of the property shall be responsible for perpetual maintenance of the land described in this document. This shall include the continual care and maintenance of all common areas, lands owned, dedicated or otherwise committed or dedicated to the Property Owner's Association, Home Owner's Association, Community Development District, or other management entity.

C. Individual residential lots—The owners and all successors in title to individual residential lots shall be responsible for perpetual maintenance of the land described in this document. Individual residential lot owners may be exempt from this section if maintenance for individual residential lots is otherwise provided for in legally recorded covenants and restrictions, agreements, Property Owner's Association, Home Owner's Association, Community Development District, or other management entity which assigns maintenance.

15. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

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

17. LEVELS OF SERVICE

A. Levels of Service

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

B. Utilities

1. Projected Capacities

i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

ii. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

C. Commitment of Capacity

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

D. Ability to Provide Services

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

IN WITNESS WHEREOF, Permittee has signed this Agreement.

WITNESSES:	PERMITTEE:
_____	_____
Signature	Signature
_____	_____
Type or print name of witness	Type or print name of party

_____	_____
Signature	Signature
_____	_____
Type or print name of witness	Type or print name of party

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 20___,

By _____.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____.

_____
Notary Signature

_____

Notary Seal Notary Printed Name

EXHIBIT B **LEGAL DESCRIPTION**

AK #: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 3801635, 1741912, 3357990, 3613422, 1111358

A PARCEL OF LAND LYING WITHIN SECTION 07, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 6:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 7:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LYING SOUTH OF COUNTY ROAD 48; AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 8:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 9:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

AND ALSO THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 10:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE OHNSTAD TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 1090, PAGE 2058, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (OHNSTAD TRACT ALSO KNOWN AS (CALDWELL PROPERTY))

PARCEL 11:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 THEREOF, OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

FROM THE WEST QUARTER CORNER, RUN EAST 900.48 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 235 FEET; THENCE RUN EAST 425 FEET; THENCE RUN SOUTH 515 FEET; THENCE RUN WEST 425 FEET; THENCE RUN NORTH 280 FEET TO THE POINT OF BEGINNING.

PARCEL 12: (DETAIL C, SHEET 12)

A PARCEL OF LAND LYING IN PART IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE N.88°58'14"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, A DISTANCE OF 1224.53 FEET TO A POINT 98.00 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°44'33"W. PARALLEL WITH AND 98.00 FEET PERPENDICULAR TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 889.01 FEET; THENCE S.30°59'44"W., A DISTANCE OF 194.51 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE N.00°44'33"E. ALONG THE WEST LINE OF THE EAST I/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1057.52 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE S.88°58'14"E. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13: (DETAIL B, SHEET 11)

A PART OF THE WEST 1/2 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SAID SECTION 7 RUN N. 89°30'00" E. ALONG THE EAST-WEST MID-SECTION LINE 900.48 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN N. 0°57'50" W. 235.0 FEET; THENCE N. 89°30'00" E. 425.0 FEET; THENCE S. 0°57'50" E. 515.00 FEET; THENCE S. 89°30'00" W. 425.0 FEET; THENCE N. 0°57'50" W. 280.0 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 15:

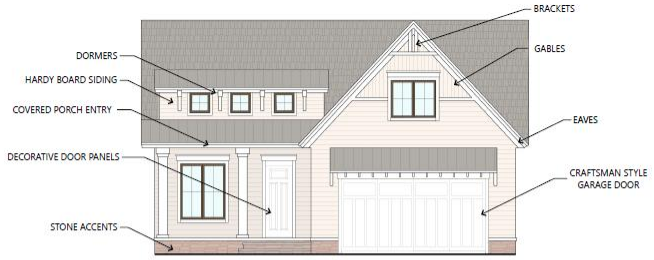
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

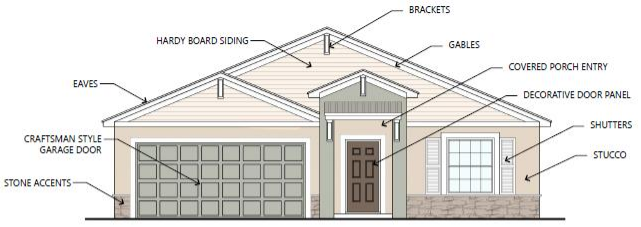
FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**

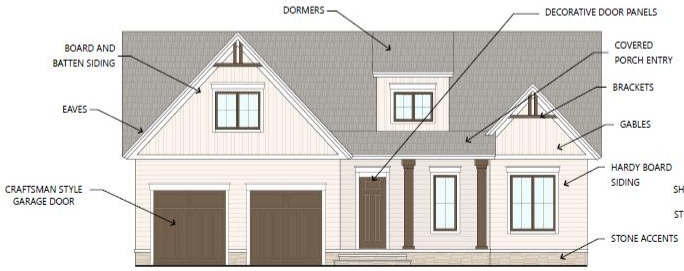
EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**



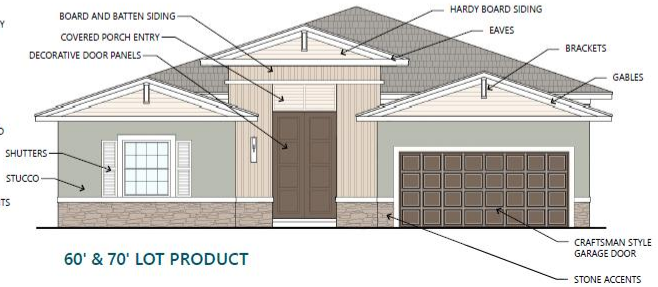
50' LOT PRODUCT



50' LOT PRODUCT



60' & 70' LOT PRODUCT



60' & 70' LOT PRODUCT

Examples of Acceptable / Unacceptable Lighting Fixtures
Unacceptable / Discouraged
Fixtures that produce glare and light trespass
Unshielded Floodlights or Poorly-shielded Floodlights
Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens
Unshielded Bollards
Unshielded Streetlight
Unshielded Barn Light
Louvered 'Marine' style Fixtures
Unshielded 'Period' Style Fixtures
Unshielded PAR Floodlights
Drop-Lens Canopy Fixtures
Acceptable
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night
Full Cutoff Fixtures
Fully Shielded Wallpack & Wall Mount Fixtures
Fully Shielded Fixtures
Full Cutoff Streetlight
Fully Shielded Barn Light
Fully Shielded Walkway Bollards
Fully Shielded Decorative Fixtures
Fully Shielded 'Period' Style Fixtures
Shielded / Properly-aimed PAR Floodlights
Flush Mounted or Side Shielded Under Canopy Fixtures
Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

EXHIBIT F **REPRESENTATIVE FENCE EXAMPLES**

Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

https://bespokefence.com/products/vinyl-fences/ ; https://shorelinevinyl.com/fencing-styles/caroline/

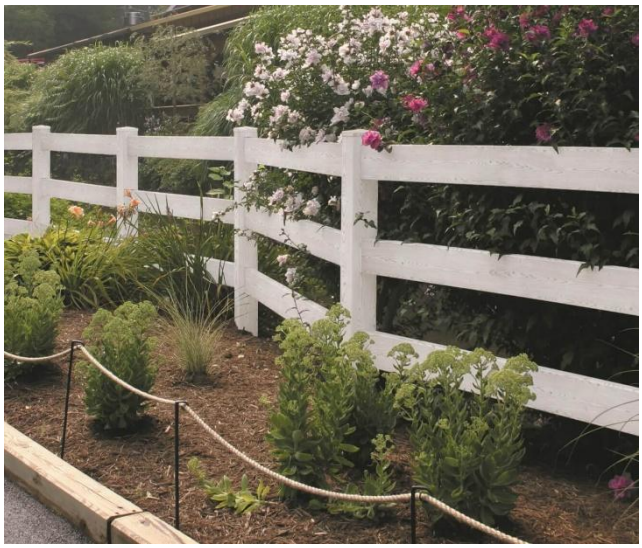


Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products & Peerless Fence

https://superiorplasticproducts.com/3-rail-vinyl-fence; https://www.peerlessfence.com/residential/products/wood/post-rail

EXHIBIT G **DIVIDED BOULEVARD AND PLANTINGS EXAMPLES**

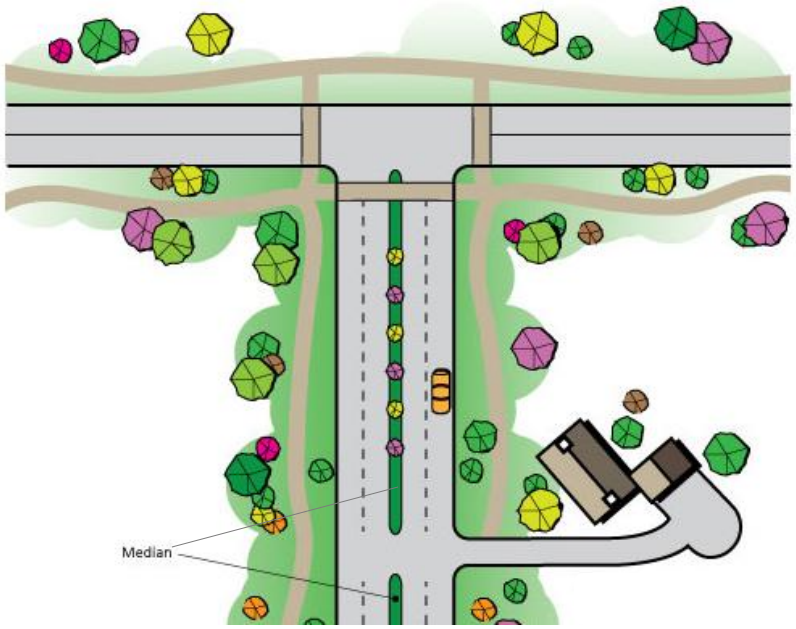


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/

Figure 3 – Planted Divided Boulevard
Example Source Courtesy of Joshua Zeunert via ResearchGate
https://www.researchgate.net/figure/Planted-central-median-swale-used-in-the-Lynbrook-development_fig1_329116840

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE:	June 18, 2026
OWNERS:	Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC
PETITIONER:	Richland Acquisition Fund, LLC
PROJECT:	Merritt Ranch
REQUEST:	Rezoning to City PUD (Planned Unit Development)
CASE NO.:	PUD-26-906

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County A (Agriculture), City ARD (Age Restricted Development), City RE-1 (Estate Density Residential), City R-1-A (Single Family Residential).

2. The proposed Large Scale Comprehensive Plan (LSCP) amendment is compatible with the adjacent future land use designations of City Age Restricted Development, Estate Residential, Neighborhood Mixed Use.

3. The proposed request, as conditioned, does not appear to create a detriment to surrounding properties, based on the conditions, location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from Lake County A (Agriculture) and City R-1-A (Single Family Residential) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

GENERAL LOCATION: South of CR 48, west of North Austin Merritt Road, and east of Sumter County Line

FUTURE LAND USE DESIGNATION: Lake County Rural and City Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:
North – City Age Restricted Development
South – City Estate Residential
East – City Neighborhood Mixed Use
West – Sumter County

FROM: LAKE COUNTY FLU DESIGNATION	**TO: CITY OF LEESBURG FLU DESIGNATION**	**NUMBER OF ACRES**
Lake County Rural & City Neighborhood Mixed Use	City Estate Residential	445.38 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and City R-1-A (Single Family Residential)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County A (Agriculture), City ARD (Age Restricted Development)
South – Lake County A (Agriculture), City RE-1 (Estate Density Residential)
East – City R-1-A (Single Family Residential)
West – Sumter County

PROPOSED ZONING DESIGNATION: City PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped pasture, timberland and residential

SURROUNDING LAND USE:
North – Vacant Residential, Pasture Improved
South – Vacant Residential, Single Family Residential
East – Pasture Improved
West – Single Family Residential

PROPOSED LAND USE: Residential Subdivision

CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY

DATE: June 18, 2026
OWNERS: Jerl D. Merritt, Sarah H. Merritt, Richard D. Merritt Estate, Caldwell Citrus Grove Management, LLC,
PETITIONER: Richland Communities/Richland Acquisition Fund, LLC
PROJECT: Merritt Ranch
REQUEST: Large Scale Comprehensive Plan to City Estate Residential and Rezoning to City PUD (Planned Unit Development)
CASE NO.: LSCP-26-905, PUD-26-906

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/12/2026

FIRE

In reference to Case Number LSCP-26-905, PUD-26-906

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number LSCP-26-905, PUD-26-906 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.
4.1.2.1
The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

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

Amanda Stevenson – 06/11/2026

ELECTRIC

"Electric has no objections. This is outside our Electric Service Area." Steve Davis - 5/26/2026

GAS

"Natural gas is directed per City Ordinance." Brandon Smith - 5/26/2026

GIS

"GIS has no comments." Nick Tota - 5/26/2026

BUILDING

No comments received as of 6/12/2026

PUBLIC WORKS

"Public Works has no issues with request, but the developer needs to know that they are at the end of the line of other developments that are installing water and sewer infrastructure down CR48. The sooner the developer requests a Utilities Intake Meeting and has wastewater modeling completed, we can better plan to ensure the installed infrastructure can meet their capacity needs. Otherwise, they will be required to install their own infrastructure to a point in our system that can meet their capacity requirements."

Cliff Kelsey – 05/26/2026

ADDRESSING

No comments received as of 6/12/2026

ECONOMIC DEVELOPMENT

No comments received as of 6/12/2026

LAKE COUNTY PUBLIC WORKS

No comments received as of 6/12/2026

LAKE COUNTY SCHOOLS

No comments received as of 6/12/2026

PUBLIC RESPONSES

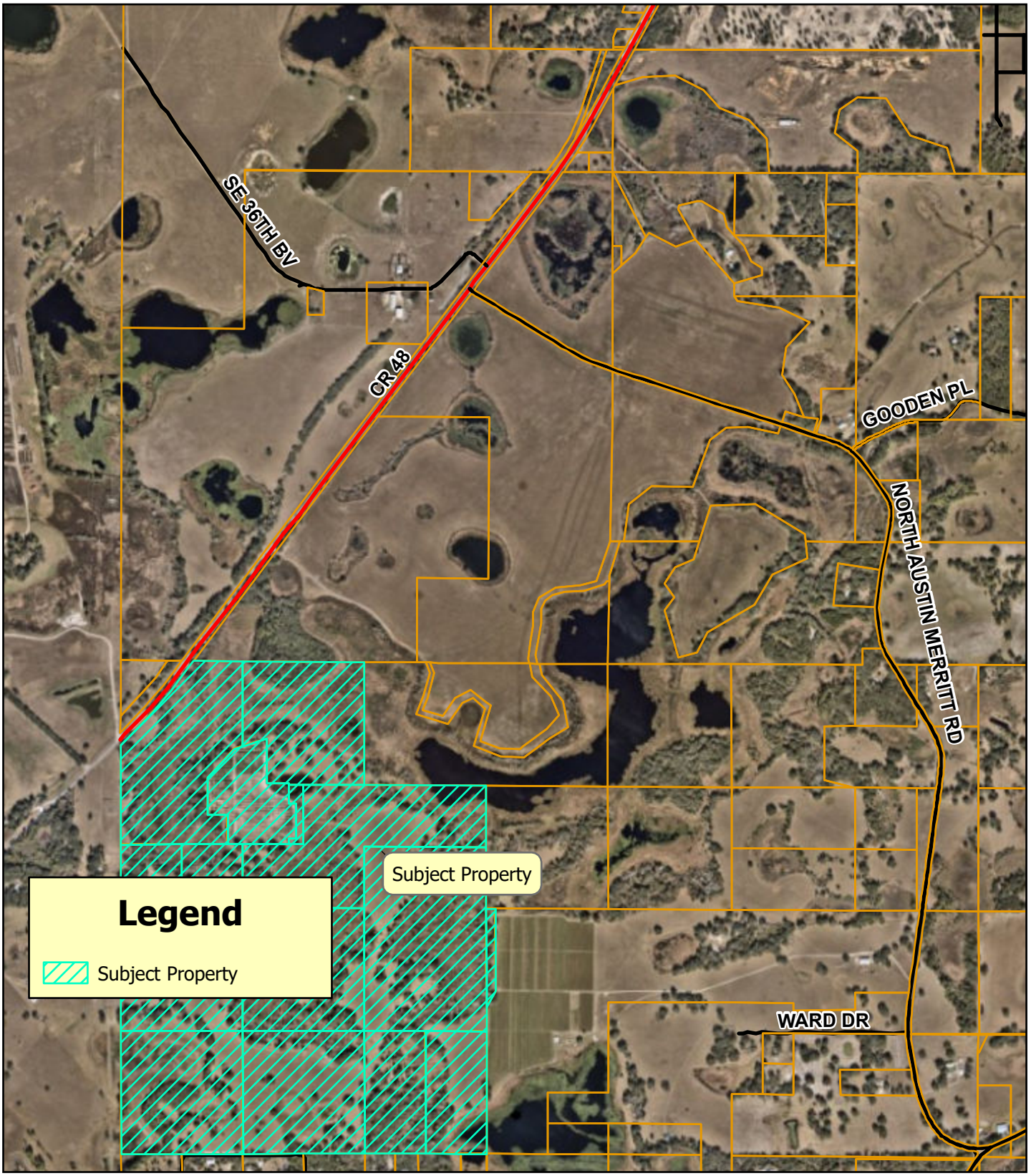
Approval

No comments received as of 6/12/2026

Disapproval

No comments received as of 6/12/2026

Extended Aerial



Planning & Zoning Department

N

0 625 1,250 Feet

Merritt Ranch

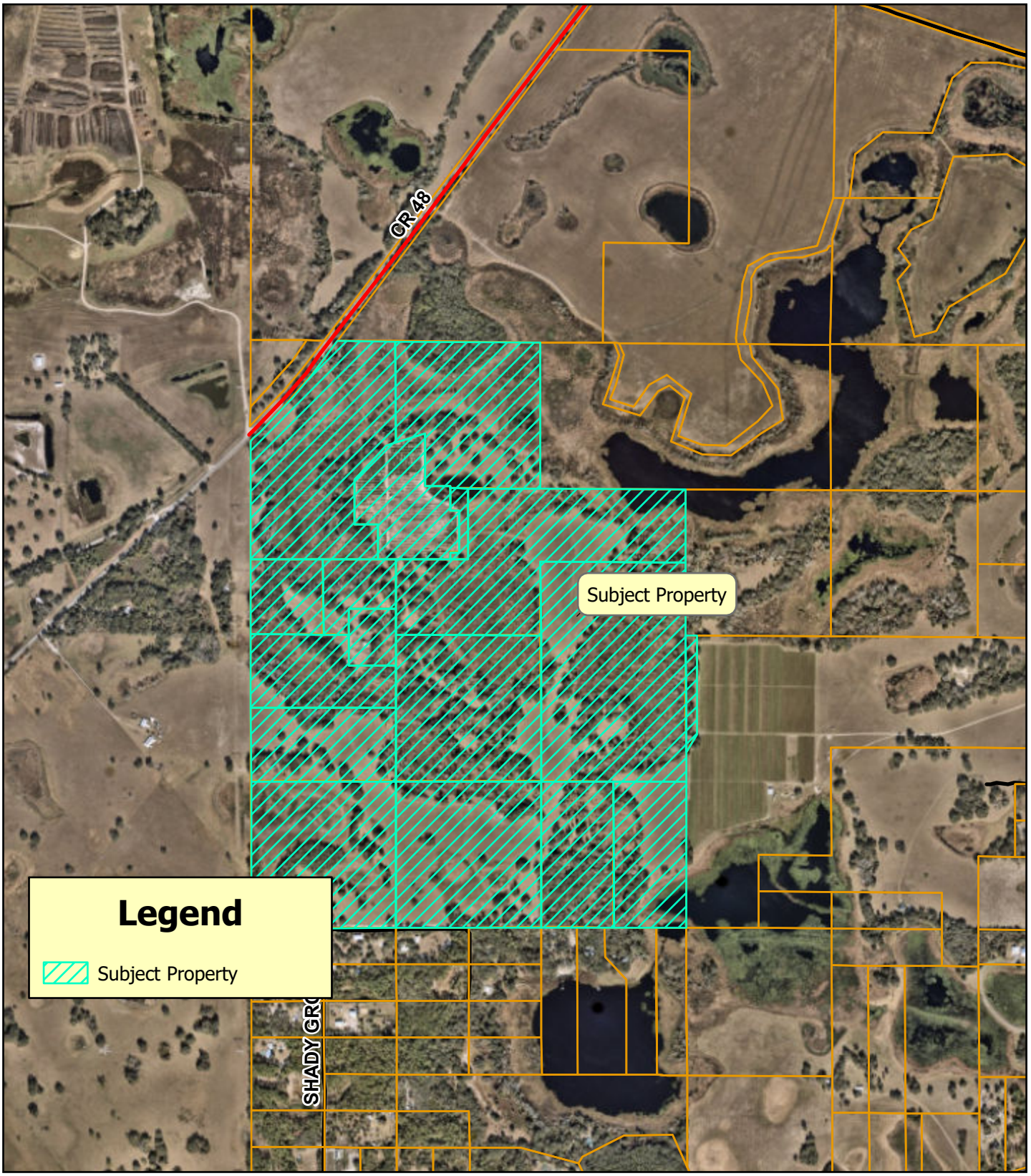
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Aerial



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

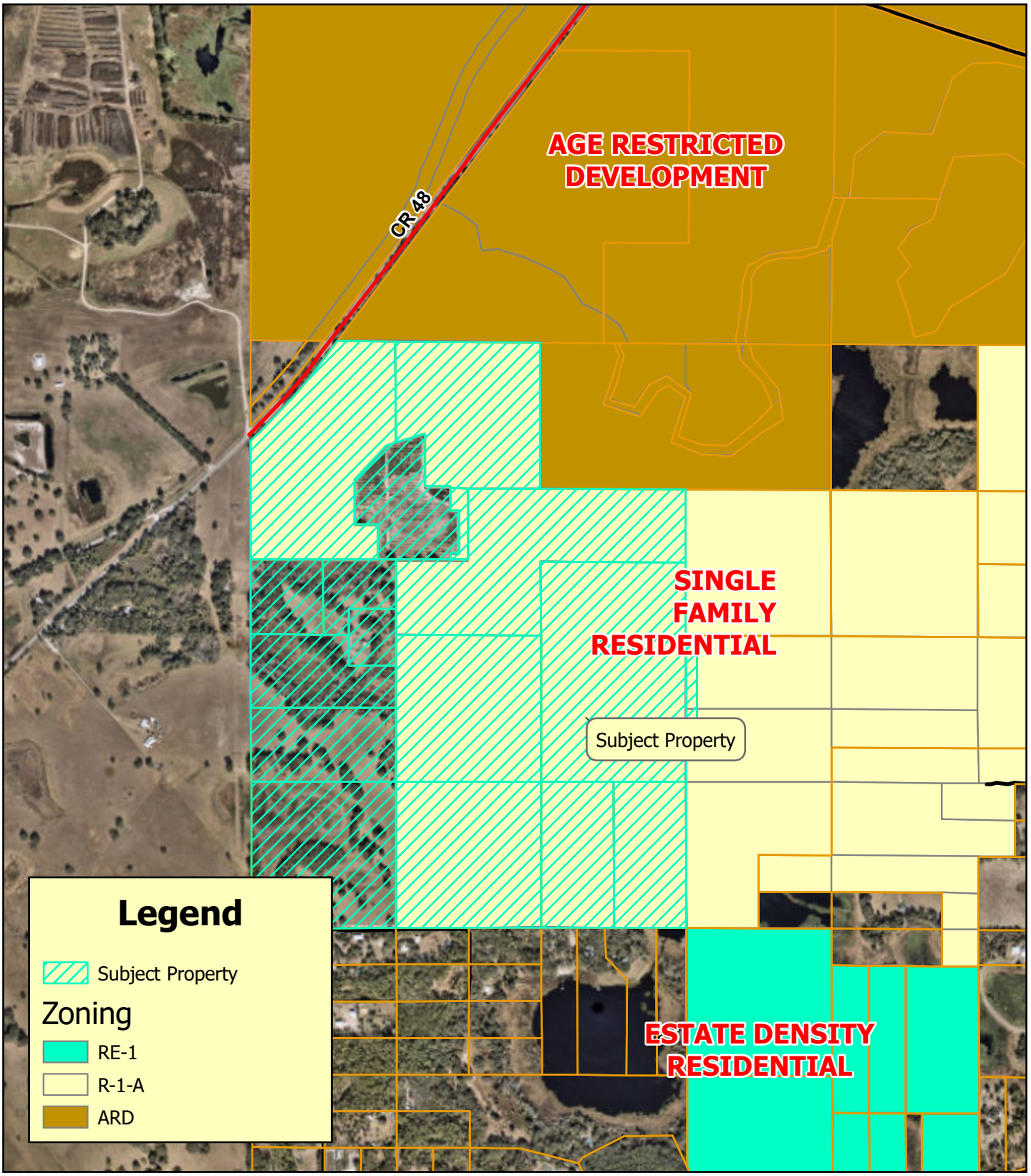
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Zoning



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

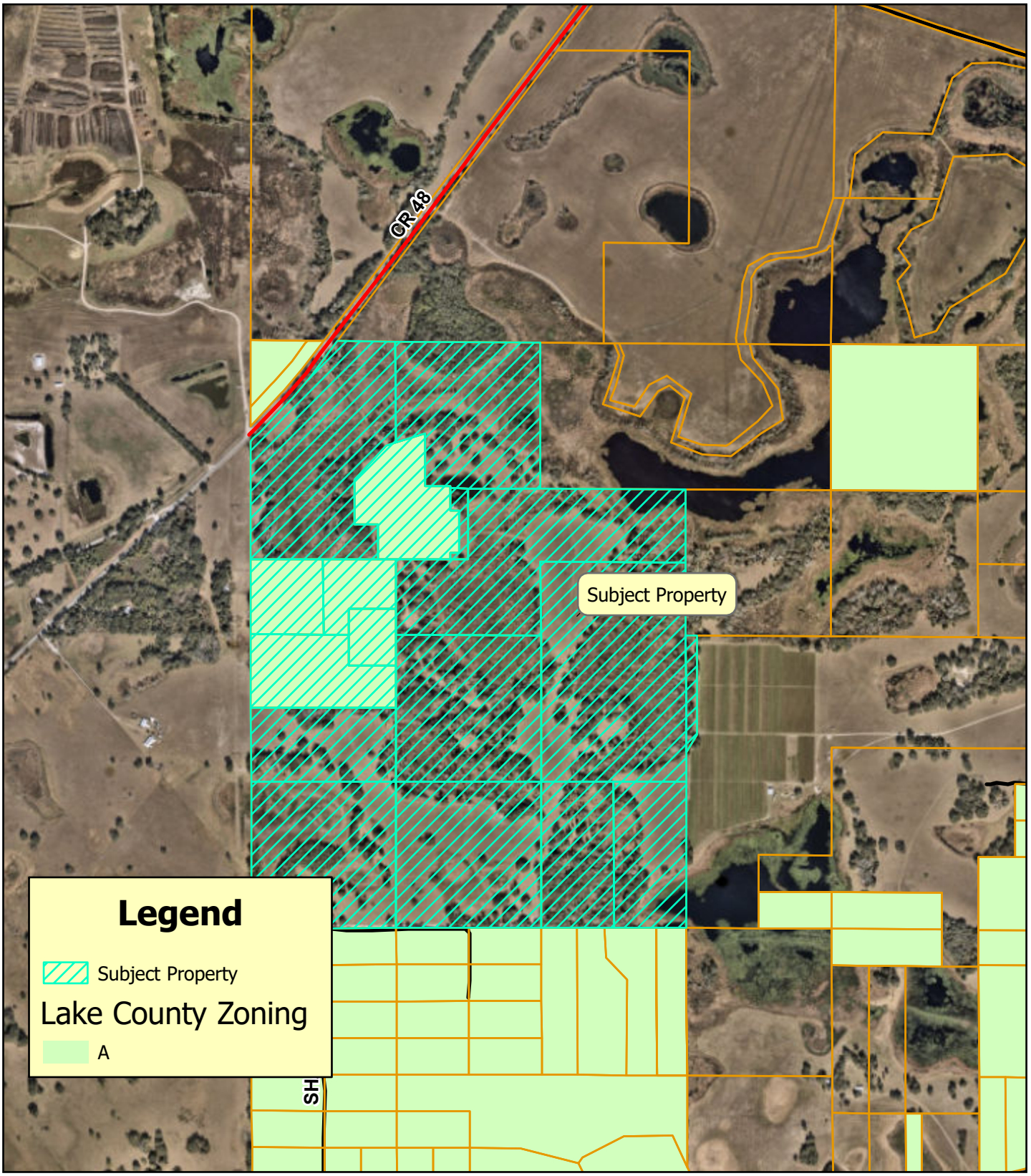
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Lake County Zoning



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Proposed Zoning

Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

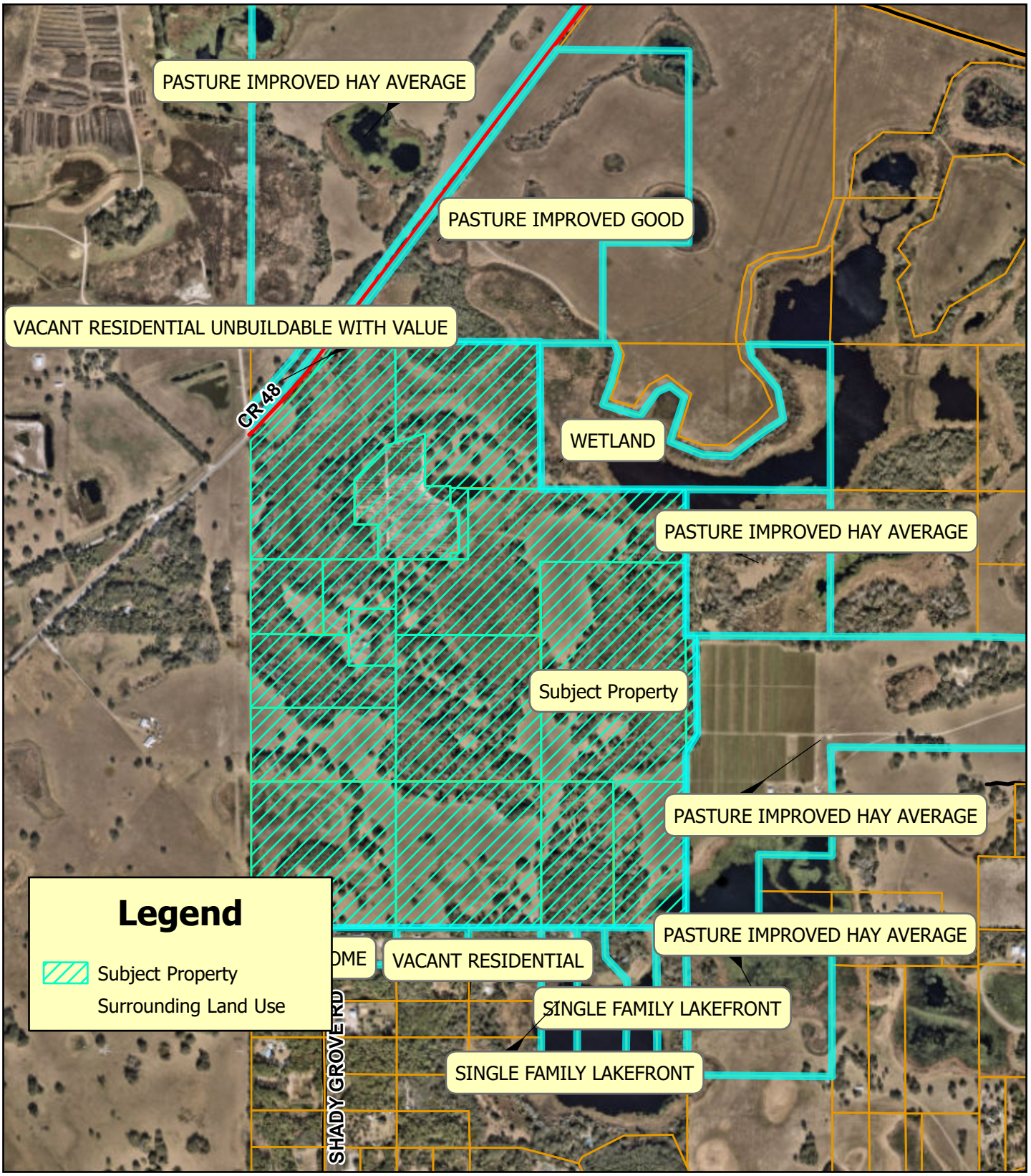
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Surrounding Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

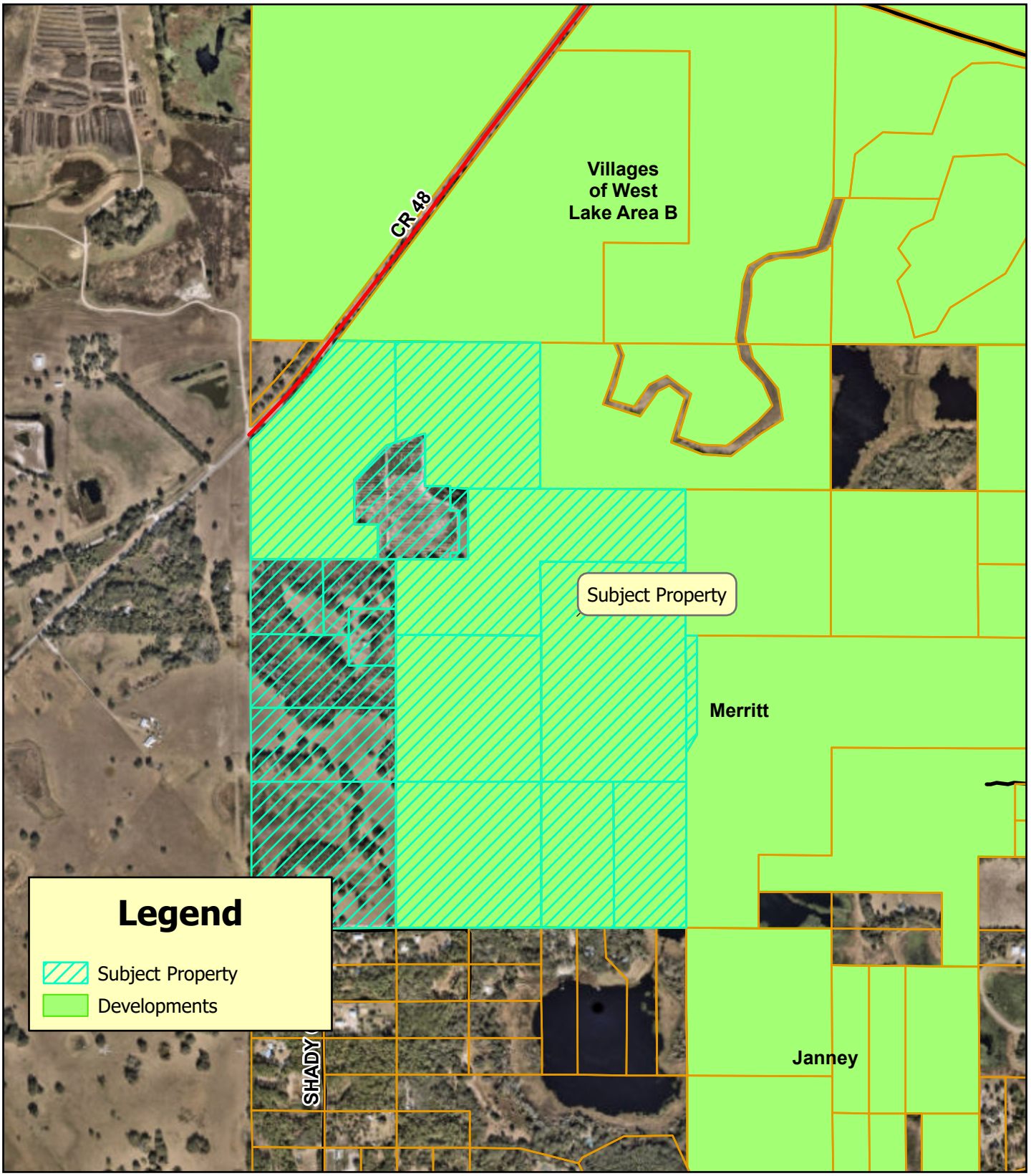
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Developments



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

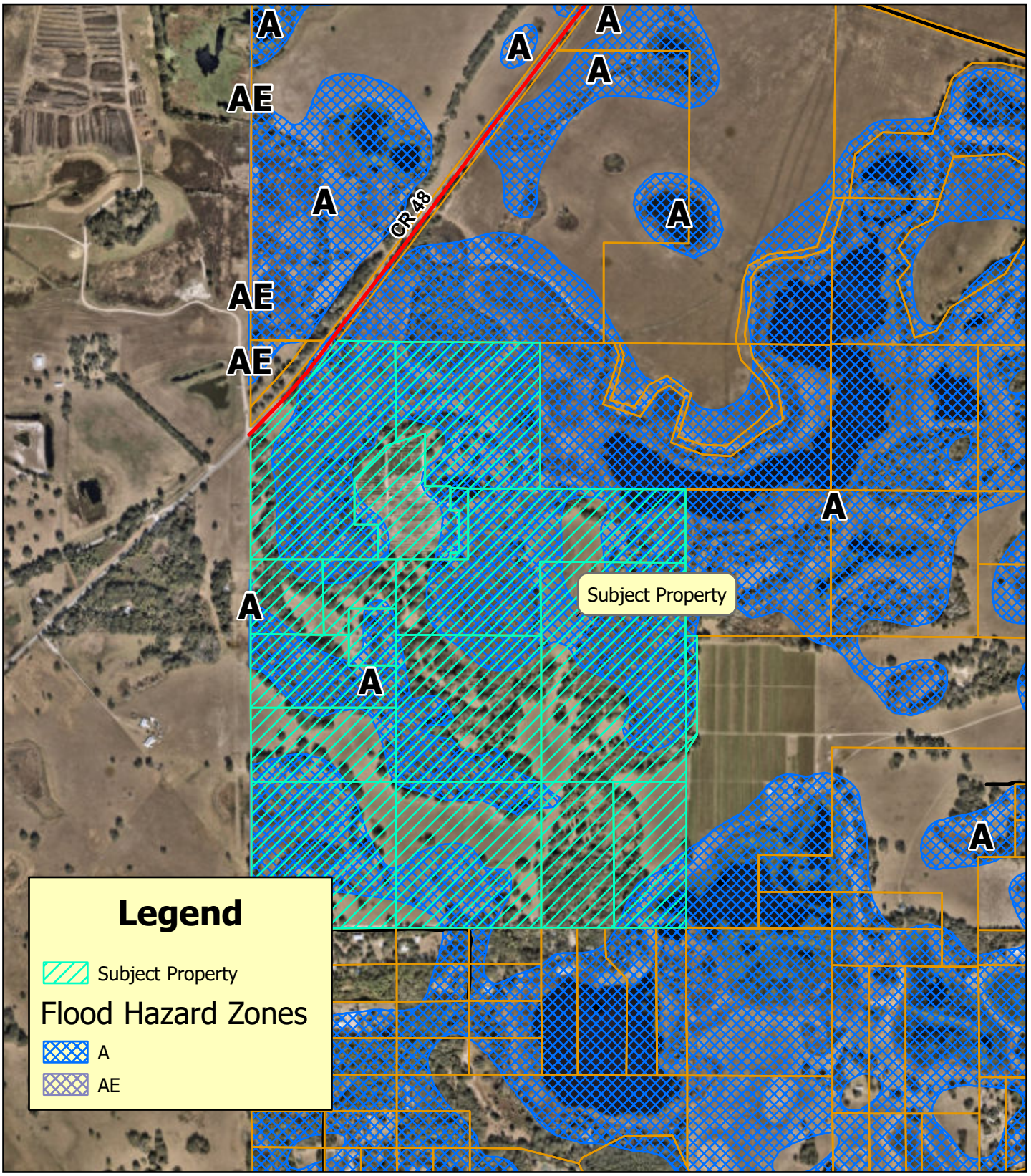
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Flood Zones



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

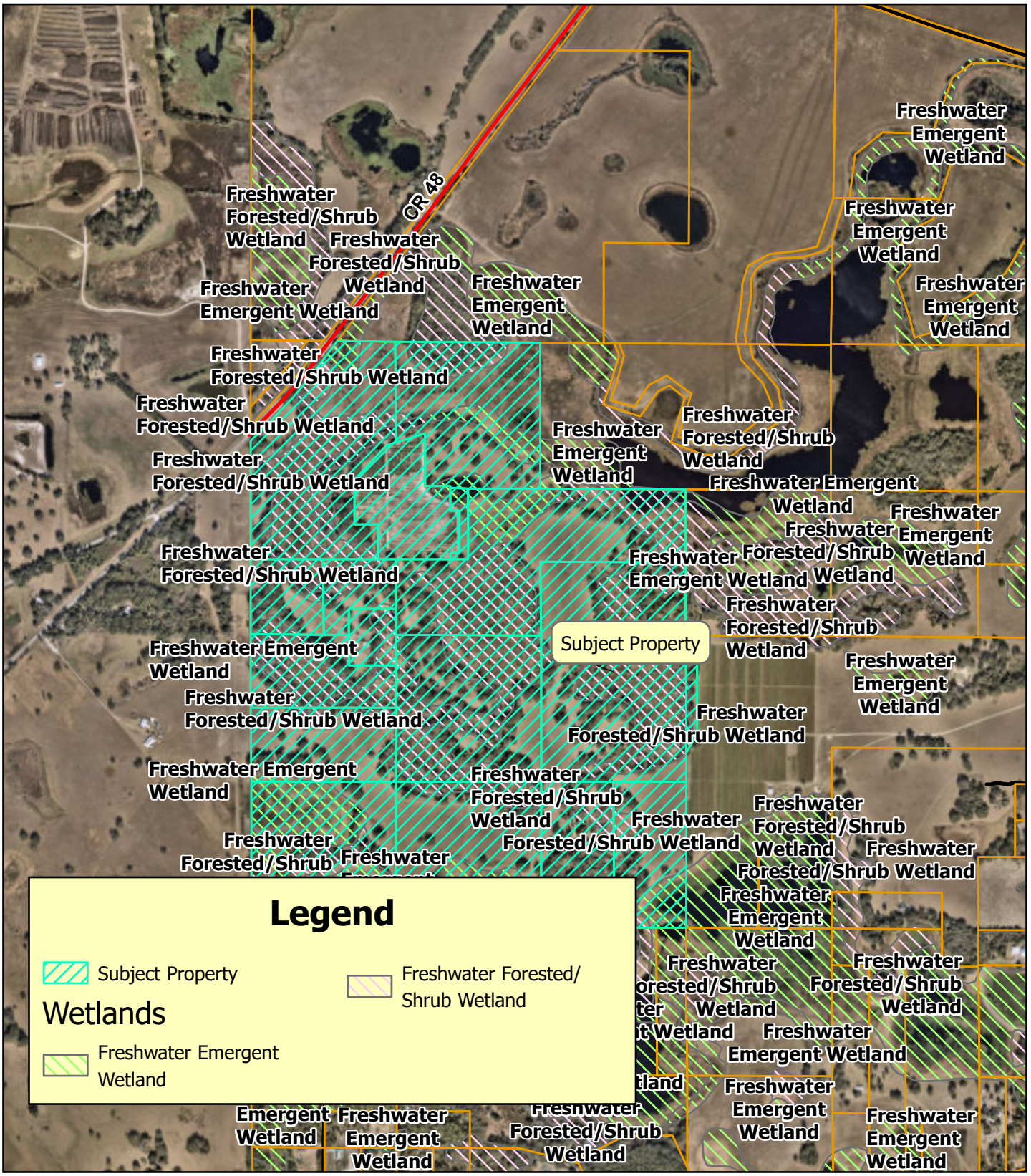
ANNX-26-904, LSCP-26-905, PUD-26-906

AK#s: 1065895, 1088348, 1088356, 1741921, 1775493, 3613406, 3616235, 3765443, 3778923, 3808632, 3870239, 3913515, 1741912, 3801635, 3357990, 3613422, 1111358

Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Wetlands



Planning & Zoning Department

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Merritt Ranch

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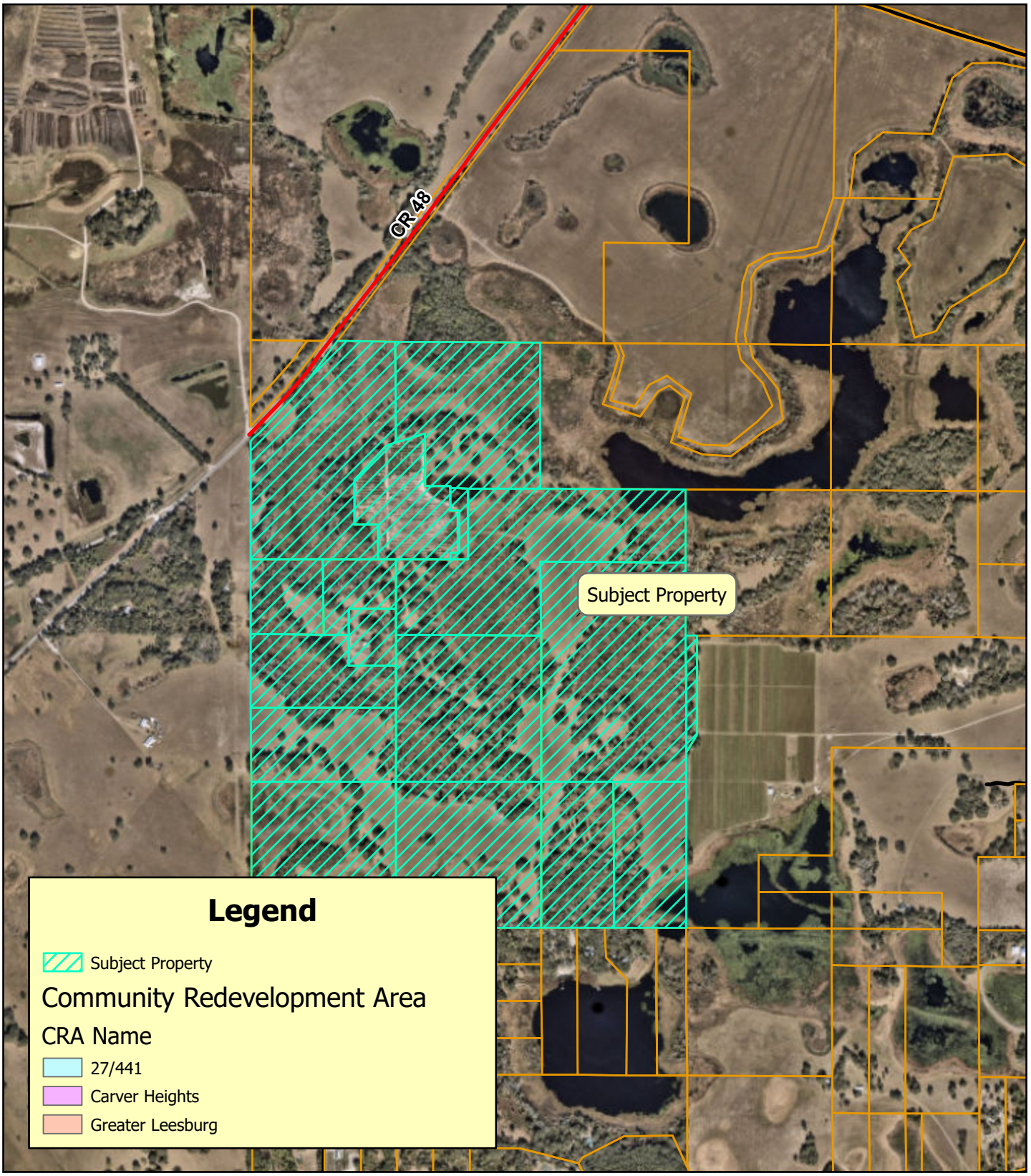
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Community Redevelopment Area



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Section 07, Township 21 South, Range 24 East

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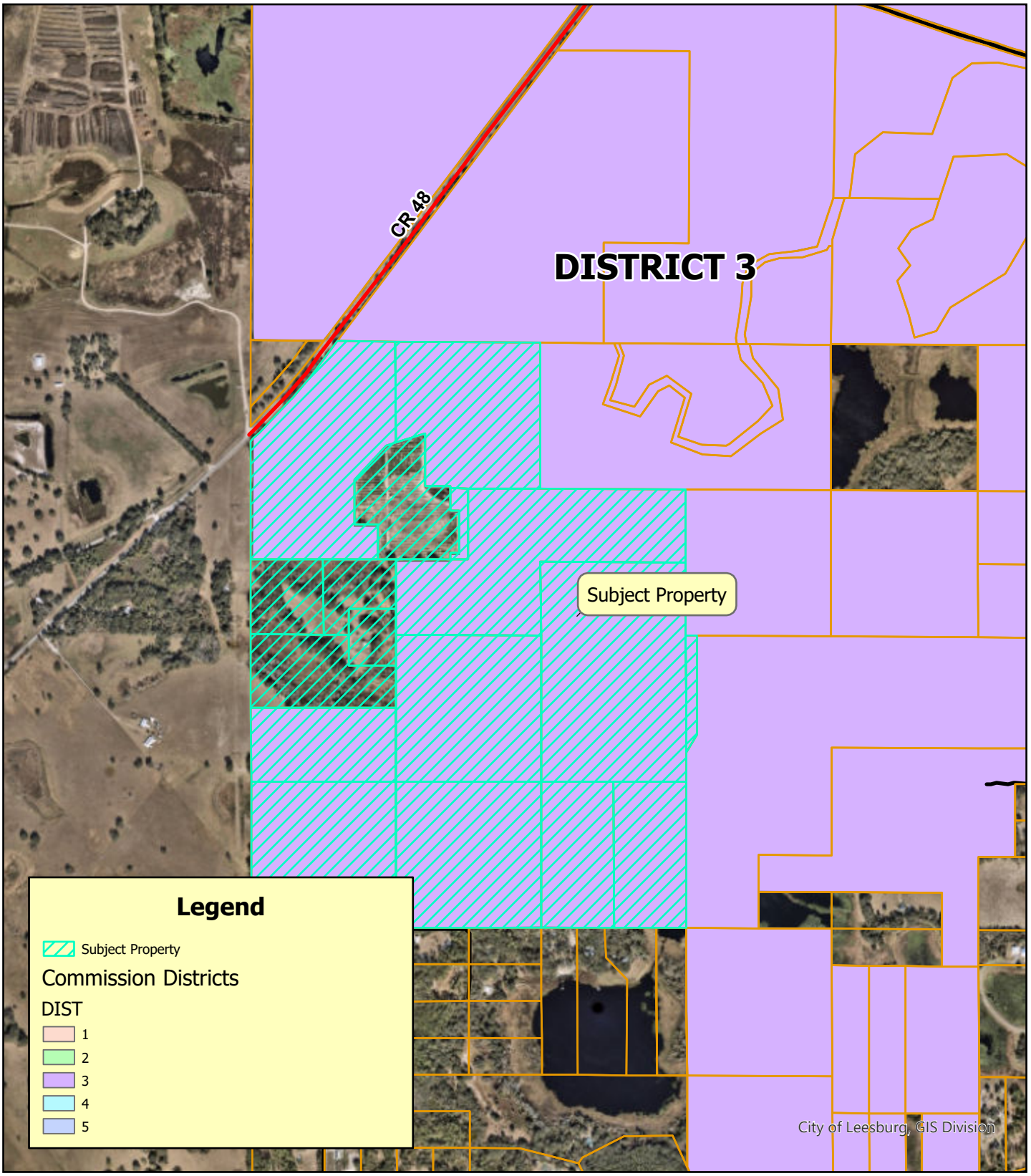
Commission District



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Section 07, Township 21 South, Range 24 East

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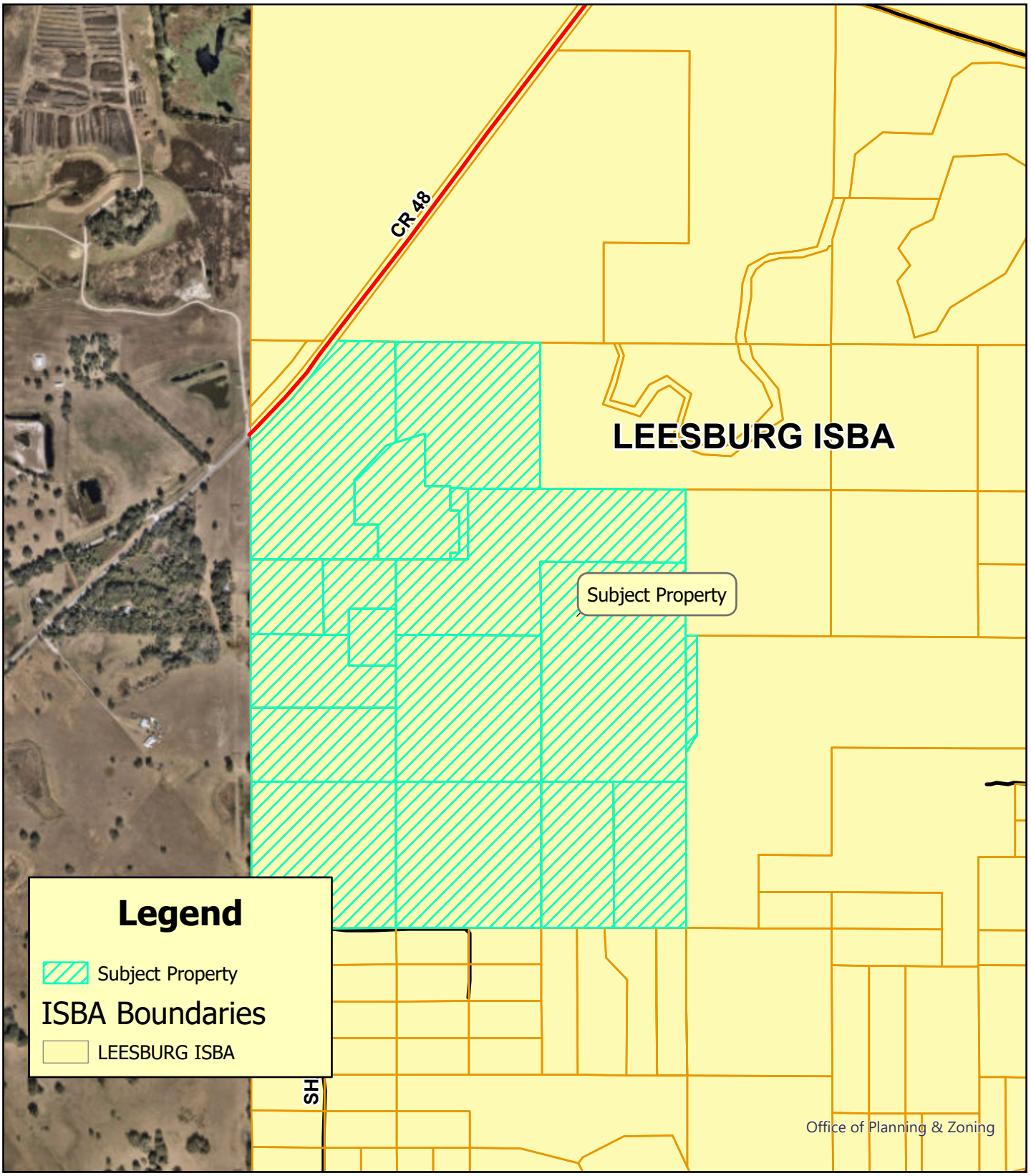
ISBA Boundaries



Planning & Zoning Department

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