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

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. 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 July 13, 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 EZ Contracting LLC for the replacement of 3,500 linear feet of 12-inch water main; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with PAQCO, Inc. for the resurfacing and striping of streets within the City of Leesburg for an amount of $210,766.50; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Advertisement for Disposition of Surplus City-owned lots in accordance with the Surplus Lot Donation Policy; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board - Leesburg Schools - for the 2026-27 school year starting in August 2026; 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 The Salvation Army; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

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

A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 10.24 ± acres and being generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; providing that said property, upon annexation, 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 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 5; and providing an effective date (Reserve at 44 ANNX).

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, by changing the Future Land Use Map Designation of certain property containing 10.24 ± acres from Lake County Urban Low to City of Leesburg Estate Residential, for property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 SSCP)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 10.24 ± acres from Lake County R-1 (Rural Residential) and R-3 (Medium Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential uses for a property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 PUD)**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.53 ± acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 7, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Perry-Smith ANNX).**

5. **An Ordinance of the City of Leesburg, Florida, changing the Future Land Use designation of approximately 7.53 ± acres from Lake County Urban Low Density to City of Leesburg General Commercial for a property generally located west of U.S. Highway 27 and south of the Florida Turnpike, as legally described in Section 7, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Perry-Smith SSCP)**

6. **An Ordinance of the City of Leesburg, Florida, rezoning approximately 7.53 ± acres, from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development), to allow commercial and office development on property generally located west of U.S. Highway 27 and south of the Florida Turnpike, as legally described in Section 7, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Perry-Smith SPUD)**

7. **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)**

B. FIRST READING OF ORDINANCES:

1. **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)**

2. **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)**

3. **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)**

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 118.05 +/- 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)

5. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain 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)

6. 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 523 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, JULY 13, 2026 5:30 PM

1. CALL TO ORDER

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

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

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

INVOCATION

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

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

Mayor Berry announced that Agenda Items **6B2, 6B3, 6B4, 6B5, 6B6, and 6B7** were advertised incorrectly and would not be considered at this meeting. She stated that the items will be rescheduled for Monday, July 27, 2026.

6B2 - JCQ Leesburg Palmetto Drive ANNX
6B3 - JCQ Leesburg Palmetto Drive LSCP
6B4 - JCQ Leesburg Palmetto Drive RZ
6B5 - Merritt Ranch ANNX
6B6 - Merritt Ranch LSCP
6B7 - Merritt Ranch PUD

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

There were no Public Comments.

5. CONSENT AGENDA:

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Items pulled for discussion:

5C6 - Resolution 12,253 authorizing the execution and submission of Certification to Taxable Value for FY 2026-27 to the Lake County Property Appraiser

5C7 - Resolution 12,254 amending the FY 2026-27 Budget for the General, Gas, Wastewater, and Gas Tax Funds for the third quarter

5C8 - Resolution 12,255 authorizing amendments to Personnel Policy 340 to designate Leesburg Bikefest and New Year's Eve as paid holidays for eligible City employees

Commissioner Reisman moved to adopt the Consent Agenda except for 5C6, 5C7, and 5C8, and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held 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.

Mayor Berry identified Item 5B1 as the resolution she wished to rescind and bring forward for discussion with the Commission. **Commissioner Connell** and **Commissioner Reisman** sought clarification, noting a motion to rescind was related to a different item. **CM Minner** asked if the Mayor was referring to the $55,000 allocation for heart monitors, which the Mayor clarified was incorrect. After further discussion, **Commissioner Connell** clarified that Item 5B1 pertained to a different matter, and **CM Minner** confirmed that the Mayor was referring instead to Item 5B2, related to the Bulldog site. **Mayor Berry** acknowledged the correction.

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.

ADOPTED RESOLUTION 12,246

Mayor Berry called Item 5B2 for consideration. **Commissioner Reisman** made a motion to rescind the previous vote on Item 5B2, and **Commissioner Burry** seconded the motion. Mayor Berry requested a roll call vote.

The roll call vote was:

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

Five yeas, no nays, the motion carried.

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

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

Mayor Berry pulled the item for discussion and asked about the remaining balance from a CDBG grant, noting there was approximately $30,000 remaining. She questioned whether the funds were required to remain within the Greater Leesburg CRA (GLCRA) or if they could be moved to another project area. **CM Minner** explained that the funds could be used as long as the expenditure remained within the designated target area benefiting a low-to-moderate income (LMI) area identified by census tracts.

Mayor Berry asked whether the remaining CDBG funds could potentially be used by the Leesburg CDC

for additional sidewalk improvements associated with Bulldog. She further asked whether the funds were required to remain allocated for sidewalks or if they could be used for another purpose. **CM Minner** explained that extending sidewalk improvements to the target area would likely be the easiest use of the funds, but noted that the funds could potentially be used for another eligible project within the target area, subject to county approval before proceeding with expenditures. **Mayor Berry** asked whether CDBG funds must be used for the same items outlined in the original grant request. **CM Minner** clarified that the funds do not have to be spent on the exact same items but must be used within the designated target area benefiting a LMI area identified by census tracts. He reiterated that the funds must remain within the eligible LMI area.

Commissioner Reisman requested clarification regarding the available funding for the Bulldog site work project, noting that the contract amount was $76,000 while available funds were listed at $45,000, and questioned the source of the additional $30,000. **Budget Director (BD) Brandy McDaniel** explained that the CDBG grant provided $45,640, while the project bid came in at $76,000. **Commissioner Reisman** clarified that the remaining balance would be funded through the CRA. **BD McDaniel** corrected that the GLCRA would cover the remaining portion of the project cost.

CM Minner explained that the remaining funding was intended to be a staff-level expense under the City Manager's budget and that he had planned to allocate funds from the Carver Heights CRA. **Mayor Berry** clarified the funding breakdown, and **CM Minner** explained that the $76,000 sidewalk project would be funded through multiple sources, including approximately $40,000 from CDBG funds and approximately $30,000 from the Carver Heights CRA. **Mayor Berry** thanked staff and moved on to the roll call vote.

The roll call vote was:

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

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

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.

ADOPTED RESOLUTION 12,247

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.

ADOPTED RESOLUTION 12,248

Mayor Berry clarified that she intended to pull Item 5C1. **CM Minner** advised that the Commission would need to place a motion on the floor to rescind the prior action. **Mayor Berry** acknowledged and stated her intent to make a motion to rescind. **Commissioner Reisman** made a motion to rescind Item 5C1, and **Commissioner Burry** seconded the motion. **Mayor Berry** asked whether the item would be introduced. **CM Minner** advised that the Commission should vote to introduce it. **Mayor Berry** then called for a roll call vote.

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

Five yeas, no nays, the motion carried.

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

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

Mayor Berry clarified that she had pulled the item by mistake and stated she was comfortable proceeding with approval. **CM Minner** suggested proceeding with a vote, and **CA Watson** confirmed that the Commission could simply vote on approval. **Mayor Berry** then called for a roll call vote on approval.

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

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

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.

ADOPTED RESOLUTION 12,249

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.

ADOPTED RESOLUTION 12,250

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.**

ADOPTED RESOLUTION 12,251

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.**

ADOPTED RESOLUTION 12,252

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.**

ADOPTED RESOLUTION 12,253

Commissioner Burry 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 Burry stated he requested the item be pulled and raised a question regarding the millage rates outlined in the agenda packet. Referring to page 119, he noted the distinctions between the rollback rate, current millage rate, and maximum millage rate, and asked for clarification on the voting requirements. He questioned whether a simple majority vote applies to adopting the rollback rate, while a two-thirds vote is required to maintain the current millage rate or to increase it to the maximum millage rate, noting that this requirement appeared new to him.

CM Minner responded that recent state legislation has changed the voting requirements for adopting a millage rate, explaining that, based on staff's understanding, maintaining the current millage rate now requires a two-thirds vote, whereas it previously required only a simple majority, while approving the maximum millage rate has historically required a two-thirds vote. He added that staff would confirm the interpretation of the new law. **CM Minner** further explained the role of the DR-420 form in establishing the maximum millage rate for TRIM notices, noting that the City may adopt a lower rate later without additional advertising, but exceeding the advertised rate would require additional notice. He stated that the Commission could set a higher rate on the DR-420 and finalize the required vote threshold prior to adoption in September, or proceed with the rollback rate discussed during budget workshops.

Commissioner Burry expressed concern about adopting the rollback rate, noting that the difference in projected revenue is less than $400,000, which he estimated could fund approximately four police officer

positions currently proposed to be frozen. He stated that, while a rollback rate may benefit some taxpayers, he supports maintaining the current millage rate in the interest of public safety. **Commissioner Pederson** expressed agreement with Commissioner Burry, noting that the City has one of the lowest millage rates in the county, aside from Montverde, and stated his preference to proceed with the current millage rate rather than the rollback rate. He added that the budget process was not yet complete, with additional meetings scheduled, and emphasized the ability to lower the rate later if needed. **Commissioner Connell** sought clarification, confirming that the agenda item as presented was to advertise the rollback rate, which **CM Minner** confirmed was staff's recommendation. **CM Minner** explained that the Commission could amend the recommendation and adopt a different rate for the DR-420 form.

Following discussion, **Commissioner Pederson** made a motion, seconded by **Commissioner Burry**, to amend the item to reflect the current millage rate for advertisement on DR-420, with further discussion to occur during the budget process.

Mayor Berry asked if there was any further discussion. **Commissioner Connell** asked when the millage rate would be discussed further. **CM Minner** explained that additional discussion would occur during the budget process and that, if the motion to amend the DR-420 passed, the form would be submitted reflecting the current millage rate, which would show a slight tax increase. He noted that the Commission could continue discussions through August and would ultimately vote on the final millage rate in September. **Commissioner Connell** asked for clarification on the voting process. **CM Minner** explained that the Commission would first vote on the amendment to change the DR-420 from the rollback rate to the current millage rate, and then vote on submitting the DR-420 in its amended form. **Comissioner Burry** noted that advertising the higher rate would still allow the Commission to reduce the rate to the rollback amount later without penalty. He reiterated his concern about adopting the rollback rate before completing budget discussions, particularly given the potential impact on funding for frozen positions. **Mayor Berry** confirmed that the motion before the Commission was to amend the DR-420 resolution to reflect the current millage rate rather than the rollback rate, with further discussion to occur during the budget process. **CM Minner** confirmed. **Commissioner Burry** asked for clarification on whether the Commission was voting at that time. **CM Minner** clarified that the vote was specifically on the amendment to the motion.

The roll call vote on the amendment was:

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

Four yeas, one nay, the Commission approved the motion to amend.

Mayor Berry stated that the Commission would now need to vote on the DR-420 resolution reflecting the revised millage rate of 3.4752. **CM Minner** clarified that this was the formal vote on the DR-420 resolution and explained that an affirmative vote would authorize sending TRIM notices based on the current millage rate, which would reflect a slight tax increase. He noted that the Commission would formally establish the final budget and millage rate in September, but adopting a higher rate after this point would require additional advertising. **Mayor Berry** confirmed that the current millage rate of 3.4752 would be reflected on the TRIM notices and called for a vote.

The roll call vote was:

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

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

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.

ADOPTED RESOLUTION 12,254

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

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

Mayor Berry requested comments from the Commission and the audience.

Commissioner Connell clarified that he had requested the item be pulled and explained that he remained opposed to the portion authorizing funds to evaluate the Cutrale wastewater plant, as he had expressed the previous month. He stated that he could not support the item as presented due to that component. **CM Minner** advised that the item would proceed to a vote, and Commissioner Connell could vote accordingly. **Mayor Berry** asked if there was any further discussion and then called for a roll call vote.

The roll call vote was:

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

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

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.

ADOPTED RESOLUTION 12,255

Mayor Berry clarified that she had intended to pull Item 5C1 rather than Item 5C8. **CA Watson** advised that the Commission would need to rescind the prior action in order to address the correct item. **CM Minner** explained that a motion would be required to rescind the previous vote, followed by a motion to approve the appropriate item. He noted that Item 5C8, related to the proposed addition of two holidays,

had not yet been approved and was the item originally pulled. **Mayor Berry** confirmed that she wished to discuss both Items 5C8 and 5C1. At the suggestion of **Commissioner Burry**, the Commission agreed to first address Item 5C8 before returning to Item 5C1.

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 stated that she pulled Item 5C8 to discuss the possibility of adding Juneteenth, a federal holiday observed on June 19th, as an additional holiday instead of the proposed BikeFest holiday. She asked whether Juneteenth could be added for the current year or substituted in place of BikeFest. **CM Minner** explained that the selection of holidays is at the Commission's discretion and noted that staff had not included Juneteenth in the proposed list. He stated that staff recommended adding the BikeFest holiday, with the provision that it would automatically be removed if BikeFest does not occur, as well as New Year's Eve, which had been frequently requested by employees. **CM Minner** emphasized that the BikeFest holiday serves an administrative purpose, as City facilities often close during that time, and without the holiday, employees may be required to use leave. He suggested that if the Commission wished to add Juneteenth, it could consider replacing New Year's Eve holiday or adding another holiday, while noting that the City would remain within the typical range of municipal holidays. **Human Resource Director (HRD) Melissa Arriaga** confirmed that municipalities generally observe between 10 and 13 holidays, and that adding the proposed holidays would place the City within that range. **CA Watson** advised that, although Juneteenth is a federal holiday, staff should review any recent state legislation to ensure there are no legal concerns. **Mayor Berry** inquired whether other municipalities in the area observe Juneteenth. **HRD Arriaga** responded that, within Lake County, some municipalities observe the holiday while many do not, and some instead offer a floating holiday for employees to use at their discretion. **Mayor Berry** explained that her interest in adding Juneteenth was to recognize its historical significance as a federal holiday, while acknowledging the administrative considerations discussed. She asked whether staff had conducted employee surveys regarding preferred holidays. **HRD Arriaga** stated that a prior survey indicated approximately 64% of employees supported adding another holiday, though no specific dates were identified.

Mayor Berry stated that she was open to further discussion and asked whether the Commission preferred to table the item for additional consideration or proceed with the recommendation. **Commissioner Pederson** stated that he did not support adding a third holiday at this time and recommended proceeding with the policy as presented. He noted that if employees later expressed a preference for observing Juneteenth instead of New Year's Eve, the Commission could revisit the issue. **CM Minner** clarified that the motion on the floor was to adopt the policy as presented, including the BikeFest holiday with the specified condition and the New Year's Eve holiday. **Mayor Berry** asked for any further discussion, and hearing none, called for a roll call vote.

The roll call vote was:

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

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

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.**

ADOPTED RESOLUTION 12,256

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:

Agenda Items **6B2, 6B3, 6B4, 6B5, 6B6, and 6B7** were not heard due to advertisement issues and will be rescheduled for Monday, July 27, 2026.

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)**

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

Mayor Berry noted this item was on first reading and confirmed that no discussion was required. **CM Minner** explained that the item would lay over until the next meeting scheduled for July 27th.

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:

CA Watson provided a brief update, stating he recently attended a municipal attorney seminar and received information regarding legislative changes and other legal updates. He noted that he would be working with various departments to ensure outlined compliance with applicable laws. He also expressed that he was glad to be back after missing the previous meeting and looked forward to the next meeting at the end of the month.

9. CITY MANAGER ITEMS:

CM Minner had nothing to report.

10. ROLL CALL:

Commissioner Connell had nothing to report.

Commissioner Burry had nothing to report.

Commissioner Pederson had nothing to report.

Commissioner Reisman announced that the Leesburg Chamber breakfast would be held on July 23rd and encouraged everyone to attend. He concluded his comments by thanking Mayor Berry and stated he had nothing further.

Mayor Berry had nothing to report.

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

THE MEETING.

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

With a motion by Commissioner Reisman and a second by Commissioner Burry, the meeting adjourned at 6:01 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: July 27, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with EZ Contracting LLC for the replacement of 3,500 linear feet of 12-inch water main; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of the Construction Services Agreement with EZ Contracting LLC for the replacement of 3,500 linear feet of 12-inch water main along Bentley Road for an amount not to exceed $959,034.14, which includes a contract amount of $799,195.12, plus a 20% contingency of $159,839.02.

Analysis:
The City remains committed to improving the reliability, safety, and long-term performance of its water distribution infrastructure. Replacing the aging 12-inch thin-wall PVC water main with new 12-inch C900 PVC pipe along Bentley Road is an essential upgrade that will strengthen system resiliency, reduce maintenance costs, and improve water quality and pressure for residents and businesses.

Procurement Analysis:

On June 18, 2026, the Procurement Division publicly opened and read aloud submittals for Invitation for Bid (IFB) No. 26-015-LK, Bentley Road 12-Inch Main Replacement. Procurement reviewed the submittals for responsiveness. Staff from Public Works reviewed the submittals for conformance with the requirements of this solicitation and determined EZ Contracting, LLC to be the lowest, responsible, and qualified bidder. A Summary of the Bid is provided:

SUMMARY OF BIDS

Vendor	Bid Amount
EZ Contracting LLC	$799,195.12
Bulldog Sitework, LLC	$839,898.08
Hartman Civil Construction Co., Inc.	$863,788.00
Marion Rock, LLC	$873,710.50
DB Civil Construction, LLC	$919,750.00
Cacique Utilities LLC	$926,135.00
Sanpik, Inc	$979,222.00
Harris-McBurney Company	$1,046,633.14
TB Landmark Construction, Inc.	$1,047,290.00
CWA Environmental Services, LLC	$1,094,703.62
Stage Door II, LLC	$1,099,860.00
Black Sands Development Group LLC	$1,105,358.52
C&B Civil Construction, Inc.	$1,117,000.00
Midsouth Inc.	$1,139,415.00
Dale Beasley Construction Company LLC	$1,192,504.53
Aldi Homes Group, Inc	$1,272,490.00
Garney Companies, Inc.	$1,417,108.00
Cathcart Construction Company – Florida, LLC	$1,485,952.00
Zorrn Company, Inc.	$1,507,689.65

Information:

Document Takers (#): 78. Submittals Received (#): 19.

Options:

1. Approve the resolution authorizing execution of the Construction Services Agreement with EZ Contracting LLC; or

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
This project is included in the current Water Capital Projects budget.

Account No.	043-3099-533-6310
Project No.	430002
WF No.	WF1662749/1
Requisition	58226
Budget	$959,035.00
Available	$959,035.00

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 EZ CONTRACTING LLC FOR THE REPLACEMENT OF 3,500 LINEAR FEET OF 12-INCH WATER MAIN; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with EZ Contracting LLC, whose address is 5324 56th Commerce Park Boulevard, Tampa, FL 33610, for Bentley Road 12-inch Main Replacement Project (IFB 26-015-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 27th of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT
Contract No. AB26015
BENTLEY ROAD 12-inch MAIN STREET REPLACEMENT

THIS AGREEMENT is made as of the 27th days 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 **EZ Contracting LLC,** whose address is 5324 56th Commerce Park Blvd. Tampa, FL 33610 (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) 26-015-LK, Bentley Road 12- inch Main Replacement; and
   c. CONTRACTOR response to IFB 26-015-LK included as Exhibit 'A'; and
   d. All addendums; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the **"Bentley Road 12-inch Main Replacement"** to the CITY as listed in Invitation for Bid 26-010-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 **$799,195.12.** 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 **NINETY DAYS (90) DAYS** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

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:

EZ Contracting LLC
John Barile, President
5324 56th Commerce Park Blvd.
Tampa, FL 33610
813-252-9793
ez.@ezcontractingfl.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.

EZ CONTRACTING, LLC

By: John Barile

Printed: John Barile

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'

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	$48,000.00	$48,000.00
2	Maintenance of Traffic	1	LS	18,150.00	$18,150.00
3	Construction Staking/As-Built	1	LS	$32,197.00	$32,197.00
4	Pressure Test Water Line	1	LS	$5,400.00	$5,400.00
5	Density Testing	1	LS	$2,035.0	$2,035.00
6	Disinfection/Bac-T Sampling	1	LS	$2,040.00	$2,040.00
7	Erosion Control/Silt Fence	3,500	LF	$2.61	$9,135.00
8	Open Cut and Repair Asphalt Roadway	904	SY	$46.43	$41,972.72
9	Open Cut and Repair Concrete Driveway	50	SY	$175.68	$8784.00
10	6" C900 PVC Pipe	73	LF	$71.79	$5240.67
11	6" Gate Valve & Box	10	EA	$2,261.55	$22,615.50
12	6" DIP Fittings	1	LS	$5,007.60	$5,007.60
13	8" C900 PVC Pipe	33	LF	$97.04	$3,202.32
14	8" Gate Valve & Box	3	EA	$3,215.10	$9,645.30
15	8" DIP Fittings	1	LS	$5,007.60	$5,007.60
16	12" C900 PVC Pipe	3,447	LF	$85.43	$294,477.21
17	12" Gate Valve & Box	10	EA	$6,629.55	$66,295.50
18	12" DIP Fittings	1	LS	$28,840.50	$28,840.50
19	14" HDPE Pipe - Directional Bore	90	LF	$397.79	$35,801.10
20	Air Release Valve	2	EA	$3,868.35	$7,736.70
21	Water Service	2	EA	$5,014.95	$10,029.90
22	New Fire Hydrant Assembly - Complete	7	EA	$9,355.65	$65,489.55
23	Connect to Existing WM	1	LS	$13,193.25	$13,193.25
24	Temporary Jumper Connection	1	EA	$3,698.70	$3,698.70
25	Restoration - Bahia Sod	1,800	SY	$23.00	$41,400.00
26	Abandonment of Existing Pipe	1	LS	$13,800.00	$13,800.00
	Bid Total				$799,195.12

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.2.

Meeting Date: July 27, 2026

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with PAQCO, Inc. for the resurfacing and striping of streets within the City of Leesburg for an amount of $210,766.50; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the resolution authorizing execution of the Construction Services Agreement with PAQCO, Inc. for the resurfacing and striping of streets within the City of Leesburg for an amount not to exceed $210,766.50.

Analysis:
The City is undertaking this street improvement project to preserve and enhance critical public infrastructure, improve safety for all roadway users, and extend the service life of the existing streets. Over time, normal wear, increased traffic volumes, and environmental conditions have contributed to pavement deterioration, reducing ride quality and increasing long-term maintenance costs. These improvements will address existing deficiencies, provide a smoother and safer driving surface, improve accessibility where applicable, and support reliable transportation for residents, businesses, emergency services, and visitors. Investing in preventative and corrective street improvements helps protect public assets, promotes economic vitality, and ensures the City's transportation network continues to meet current and future community needs.

Procurement Analysis:

The City will procure road resurfacing and pavement striping services through a piggyback agreement utilizing Lake County, Florida Contract No. 19-0921, which was awarded through a competitive solicitation process. By leveraging this existing contract, the City will obtain competitively established pricing, terms, and conditions while streamlining the procurement process and expediting project delivery.

Approval of this item will authorize the City to proceed with scheduled roadway maintenance activities that will preserve and extend the service life of existing pavement, improve roadway safety, enhance ride quality, and reduce the likelihood of more extensive and costly repairs in the future.

This procurement approach is consistent with the City's purchasing policies and represents a cost-effective and efficient method of acquiring these services while ensuring the use of competitively awarded contract pricing and terms.

Options:

1. Approve the resolution authorizing execution of the Construction Services Agreement with PAQCO, Inc for an amount not to exceed $210,766.50; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Capital Projects budget includes an allocation for Road Resurfacing. This is expense will be funded with Gas Tax Funds.

Account No.	031-5112-541-6310
Project No.	310051
WF No.	WF1677054/1
Requisition	58764
Budget	$210,767.00
Available	$210,767.00

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 PAQCO, INC. FOR THE RESURFACING AND STRIPING OF STREETS WITHIN THE CITY OF LEESBURG FOR AN AMOUNT OF $210,766.50; 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 PAQCO, Inc. whose address is 101 Weber Avenue, Leesburg, Florida 34748, for the resurfacing and striping of streets within the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CONSTRUCTION SERVICES AGREEMENT FOR
RESURFACING AND STIPING PROJECT

THIS AGREEMENT is made as of the 27th days 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 **PAQCO, Inc.,** whose address is 101 Weber Avenue, Leesburg, Florida 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. The Lake County, Florida Contract 24-502, On-Call Pavement and Base Repair Services Contract; and
   c. CONTRACTOR response to Proposal included as Exhibit 'A'; and
   d. All addendums; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the **"Resurfacing and Striping Project"** to the CITY as listed in Exhibit 'A'. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$210,766.50.** The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

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

5. **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. **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.

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

8. **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.

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

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

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

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

30. **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:

PAQCO, Inc.
Fay Paquette, President
101 Weber Avenue
Leesburg, FL 34748
352-365-0006
fay@paqcoinc.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

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

PAQCO, INC.

By: _____

Printed: Fay Paquette

Its: Vice 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'

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	CARLTON COURT CUL DE SAC	300	SY	$21.75	$6,525.00
	1 1/2" SP-9.5 OVERALY				
2	CHERRY STREET MILL, TACK AND	111	SY	$40.75	$4,523.25
	PAVE WITH 1 1/2" SP-9.5				
3	HILL ST. MILL, TACK AND PAVE WITH	267	SY	$29.75	$7,943.25
	1 1/2" SP-9.5				
4	LUCILLE ST. MILL, TACK AND PAVE	1,049	SY	$26.25	$27,536.25
	WITH 1 1/2" SP-9.5				
5	ROSS ST. MILL, TACK AND PAVE WITH	465	SY	$29.75	$13,833.75
	1 1/2" SP-9.5				
6	ROSS ST. SEGMENT MILL, TACK AND	1,113	SY	$26.25	$29,216.25
	PAVE WITH 1 1/2" SP-9.5				
7	SEMINOLE AVE INTERSECT. MILL,	335	SY	$29.75	$9,966.25
	TACK AND PAVE WITH 1 1/2" SP-9.5				
8	SEMINOLE AVE INTERSECT. MILL,	267	SY	$29.75	$7,943.25
	TACK AND PAVE WITH 1 1/2" SP-9.5				
9	SEMINOLE AVE SPOT REPAIR PAVE	235	SY	$17.00	$3,995.00
	WITH 1 1/2" SP-9.5				
10	SUMTER ST. INTERSECT. MILL, TACK	365	SY	$29.75	$10,858.75
	AND PAVE WITH 1 1/2" SP-9.5				
11	3RD ST. MILL, TACK AND PAVE WITH	182	SY	$40.75	$7,416.50
	1 1/2" SP-9.5				
12	THOMAS AVENUE RE STRIPE PER	1	LS	$42,950.00	$42,950.00
	EXISTING LAYOUT				
13	LONE OAK DRIVE RE STRIPE PER	1	LS	$33,550.00	$33,550.00
	EXISTING LAYOUT				
14	MOBILIZATIONS	3	EA	$1,500.00	$4,500.00
***	STREETS BID AS A WHOLE				
	BASED ON 1 1/4" SP-9.5 ASPHALT				
***	INCLUDES TACK COAT				
***	INCLUDES TRAFFIC CONTROL AND				
	PREPWORK PRIOR TO PAVING				
***	MILLING JOINTS AND KEYWAYS				
	INCLUDED				
			BUDGET PRICE		$210,766.50

Note 1.

Note 1. - Striping shall be started immiately upon Notice to Proceed (NTP)

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.]

December 16, 2025

Fay Paquette
PAQCO, Inc
101 Weber Avenue
Leesburg, Florida 34748

Subject: Request to Utilize Solicitation Bid No. 24-502, On-Call Pavement and Base Repair Contractor

Mrs. Paquette,

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

With your permission, we would like to utilize the following contract that was awarded to your firm by Lake County, Florida, contract title, On-Call Pavement and Base Repair Contractor, and the contract number 24-502. The term of this agreement shall be from October 10, 2025, through September 30, 2027.

If you agree to the City of Leesburg's request to utilize the solicitation awarded to your company, please sign below and return it to the Purchasing Staff member via email to procurement@leesburgflorida.gov.

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

Sincerely,

Hosea Goodwyn
Procurement Manager

PAQCO, Inc. agrees to allow the City of Leesburg to utilize the solicitation that was awarded to your company by Lake County, for On-Call Pavement and Base Repair Contractor.

Authorized Signature	Fay Paquette Vice President	12/16/25
	Printed Name and Title	Date

Accepted:
The City of Leesburg

Authorized Signature	Hosea Goodwyn, Procurement Mgr.	12/16/2025
	Printed Name and Title	Date

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 10/1/2025	Contract Number: 24-502 Title: On-Call Pavement and Base Repair Contractor Effective Date: 10/1/2024
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Amy Munday E-mail: Amy.Munday@LakeCountyFL.Gov Telephone Number: 352-343-9839	**CONTRACTOR** Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, FL 34748 ATTENTION: Fay Paquette – Vice President

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: This Contract Modification is issued to extend agreement for Two (2) years, to expire on September 30, 2027.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature]	Signature: Amy Munday
Print Name: Fay Paquette	Print Name: Amy Munday
Title: Vice President	Title: Contracting Officer II
Date: 8-8-25	Date: August 8, 2025
E-mail: fay@paqcoinc.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: July 27, 2026

From: Sandra Wilson, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Advertisement for Disposition of Surplus City-owned lots in accordance with the Surplus Lot Donation Policy; and providing an effective date.

Staff Recommendation:
Staff recommends that the identified surplus parcels be advertised for disposition in accordance with the revised surplus lot donation policy.

Analysis:
In an effort to increase the opportunity for affordable housing development in the Carver Heights/Montclair CRA, it is recommended that surplus lots be disposed of in accordance with the adopted policy. Below is a list of map exhibits with associated recommendations:

- Exhibit A reflects the surplus lots that have had title searches performed and have been deemed cleared for disposition by the city attorney's office.
- Exhibit B contains the list of surplus properties that have not been cleared by the city attorney's office for disposition.
- Exhibit C contains the list of properties that staff is recommending be retained by the City/CRA for potential future development opportunities.

The attached spreadsheet contains the address locations for the parcels depicted on the maps.

Procurement Analysis:
N/A

Options:
1. Accept staff's recommendations on Exhibits A, B, and C; or
2. Any action that the Commission deems necessary.

Fiscal Impact:

N/A

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE ADVERTISEMENT FOR DISPOSITION OF SURPLUS CITY-OWNED LOTS IN ACCORDANCE WITH THE SURPLUS LOT DONATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the City Commission hereby authorizes the execution of a resolution to advertise for the disposition of surplus City-owned parcels in accordance with the Surplus Lot Donation Policy.

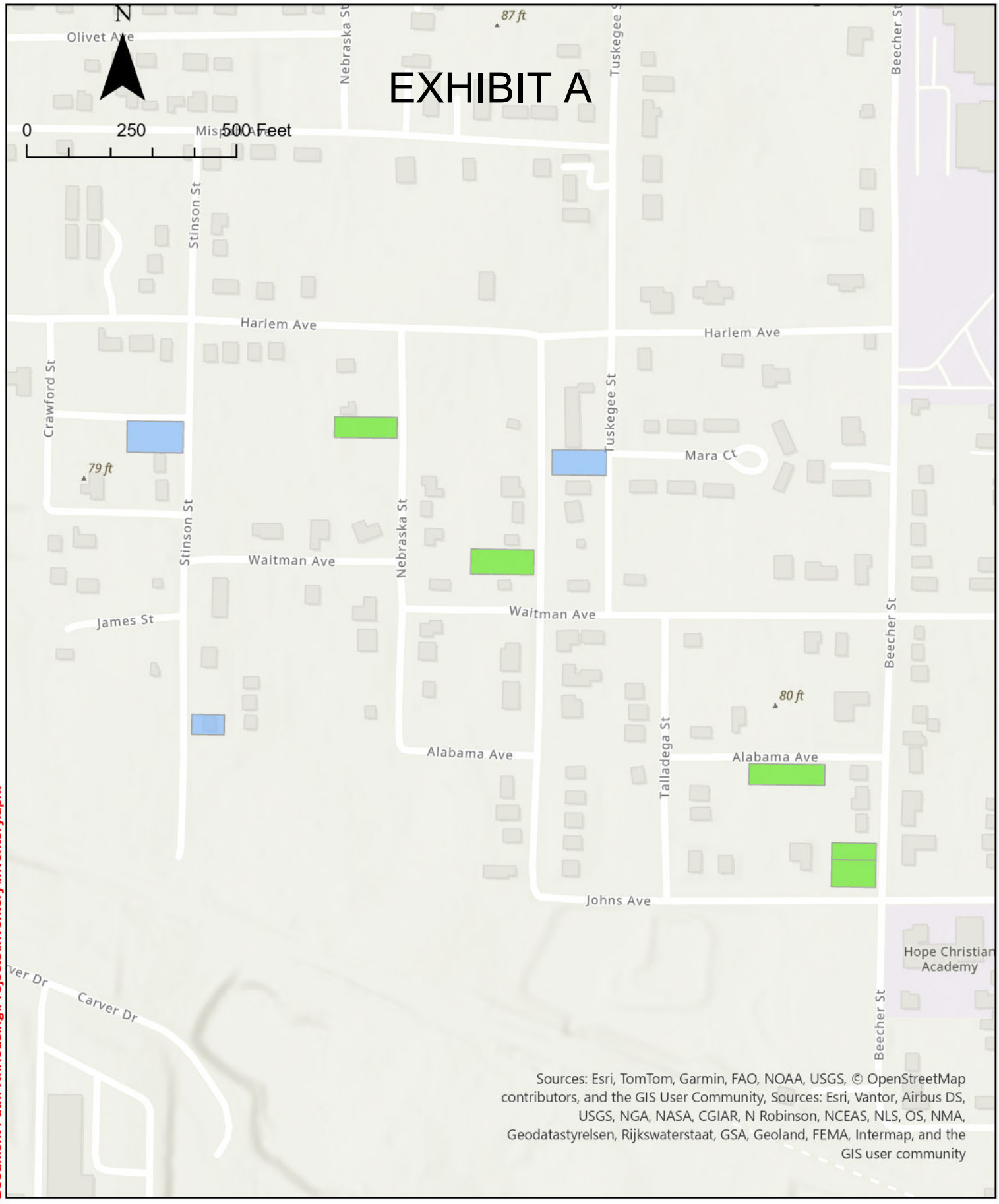
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of July 2026.

_____
Mayor

ATTEST:

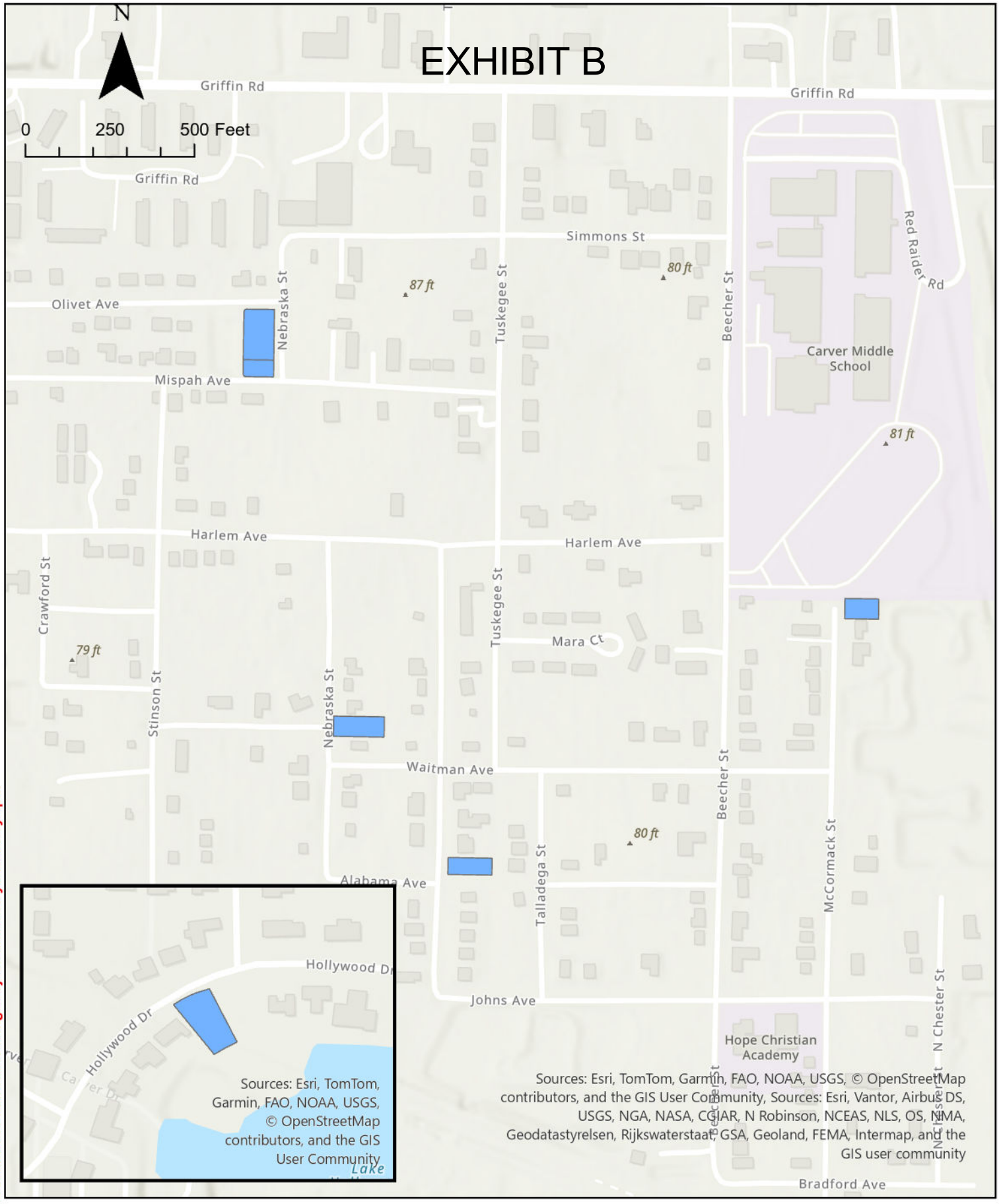
_____
City Clerk



Document Path: K:\Housing\Projects\Inventory\Inventory.aprx

SHEET 1 OF 1	Reference Scale: 1:0 **Date: 6/15/2026** **Compiled by:** **Approved by: Sandra Wilson** **Scale:** **File:**	DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.	**City of Leesburg Housing Department Surplus Lots for Advertisement**	Geographical Information Systems A Division of Information Technology 204 N. 5th Street Leesburg, FL 34748 Ph. 352.728.9786 Fx. 352.326.6634 www.leesburgflorida.gov	Revisions Date / Description

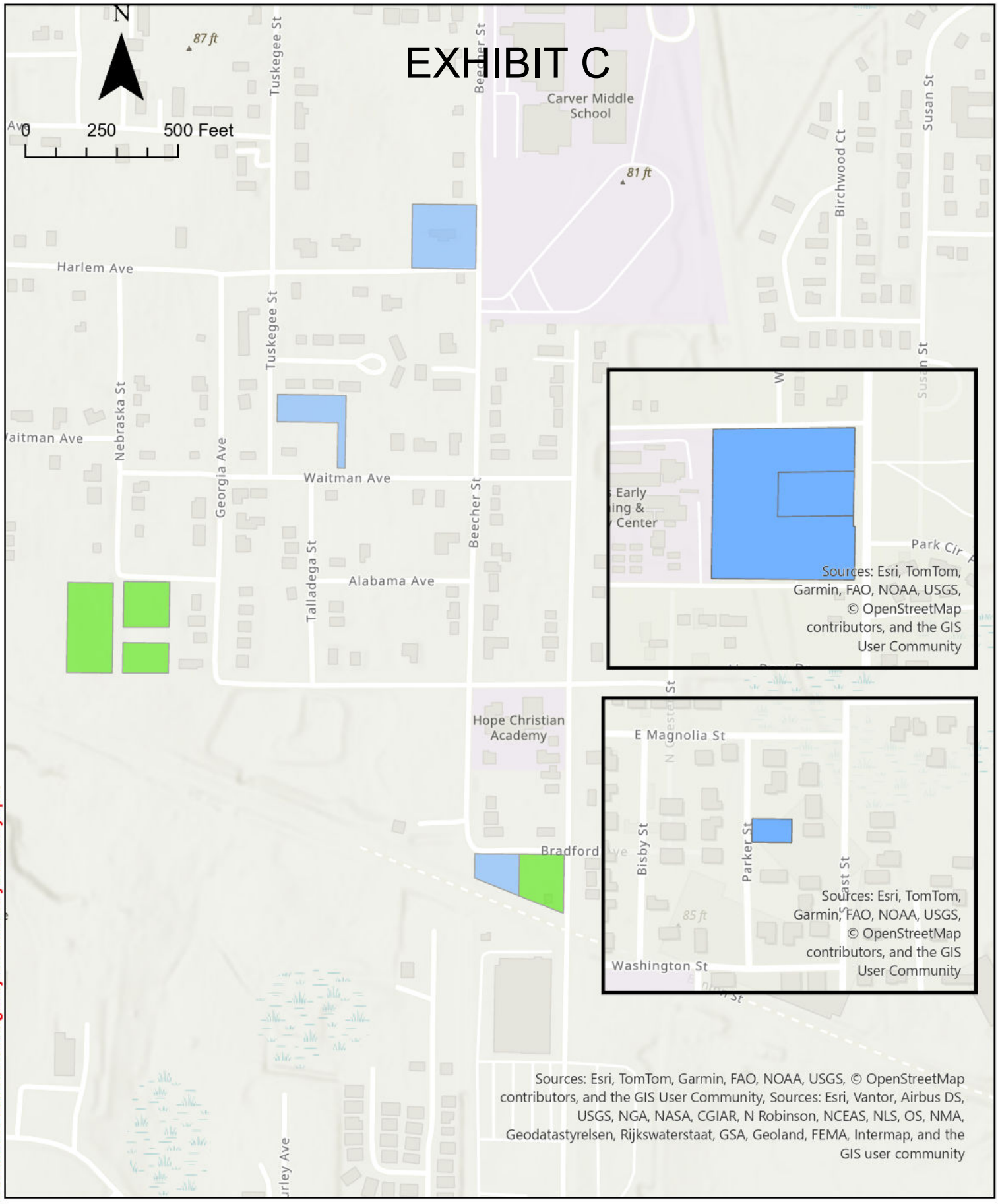
EXHIBIT B



Document Path: K:\Housing\Projects\Inventory\Inventory.aprx

SHEET 1 OF 1	Reference Scale: 1:0 **Date: 6/16/2026** **Compiled by:** **Approved by: Sandra Wilson** **Scale:** **File:**	DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.	**City of Leesburg Housing Department Requires CHCRA & City Approval**	Geographical Information Systems 204 N. 5th Street Leesburg, FL 34748 Ph. 352.728.9786 Fx. 352.326.6634 www.leesburgflorida.gov	Revisions Date Description

EXHIBIT C



Document Path: K:\Housing\Projects\Inventory\Inventory.aprx

SHEET 1 OF 1	Reference Scale: 1:0 Date: 6/16/2026 Compiled by: Approved by: Sandra Wilson Scale: File:	DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.	**City of Leesburg** **Housing Department** **Properties Recommended Retained by CHCRA & City**	Geographical Information Systems A Division of Information Technology 204 N. 5th Street Leesburg, FL 34748 Ph. 352.728.9786 Fx. 352.326.6634 www.leesburgflorida.gov	Revisions Date / Description

CITY/CRA INVENTORY

EXHIBIT A

READY TO ADVERTISE	Address/Owner
1232465	Alabama Avenue/CRA
1232490 / 3780964	801 Beecher/CRA
1232678	1003 Georgia/CRA
2821710	Nebraska Street/CRA
3816905	912 Stinson/City
1174287	1011 Stinson/City
1456835	1010 Georgia/City

Green - Owned by CHCRA

Blue - Owned by City

EXHIBIT B

NEEDS COMMISSION APPROVAL	Address/Owner
3880831	1201 Nebraska/City
1232686	1002 Nebraska/City
1232554	904 Georgia/City
1290899	1018 McCormack/City
1350387	2103 Hollywood/City
1725810	1205 Nebraska/City

EXHIBIT C

RECOMMEND TO RETAIN	Address/Owner
1267358	701 McCormack/CRA
1267366	Bradford-McCormack/City
1726760	Alabama/CRA
2701676	Nebraska/CRA
1290392	1115 CR 468/City
1174571	1111 Beecher/City
3911264	1041 CR 468/City
3884446	City-owned and platted playground on Tuskegee
3814633	City-owned lot designated as a drainage easement

EXHIBIT 1

CITY OF LEESBURG
SURPLUS LOT DONATION
CRITERIA, POLICIES & PROCEDURES

PURPOSE

The City of Leesburg and/or respective CRA Board(s) (where the CRA Board may be the owner of the asset) hereby states that from time to time the City acquires or owns real property. The City recognizes that the real property in its inventory changes from time to time, but is better served by being developed for the purpose of creating affordable housing, pursuant to Florida Statutes 166.0451. This document will outline the policies governing the disposition of surplus vacant lots.

The City of Leesburg and/or the CRA Board will donate specific vacant lots from time to time to further affordable housing needs. Such land donations however, will only be made to bone-fide Not for-Profit organizations at times determined by the City Commission and/or CRA Board.

On the terms and conditions set forth in this policy, the City and/or CRA Board shall transfer title of the property to the Not-for-Profit for the purpose of redevelopment.

SECTION 1: CLEAR TITLE AND ADVERTISEMENT OF AVAILABILITY

A. The City Commission and/or CRA Board(s) will periodically review its property inventory.

B. Upon the determination of which inventory lots the City Commission and/or CRA Board designates for this program, it will instruct the City Attorney to commence title research. Upon completion of the City Attorney's research and once it is determined that clear title can be securely transferred, the City will formally announce that surplus lots are available for donation to Not-for-Profit Organizations.

C. Surplus lots ready for donation will then be advertised for Public Notice/Awareness by causing notice of such availability by using the following methods of advertisement:

- News Paper of Local Circulation
- City Website
- Public Notice posted in the City Clerk, Housing and Planning and Zoning Offices

D. Advertisement will provide 30 days to solicit interest in being the recipient of donated property.

SECTION 2: APPLICATION PROCESS

A. public advertisement for lot donations, applicant shall be required to complete a designated Upon application form as depicted in Exhibit "A". Each application shall be submitted by the posted deadline and then reviewed and scored by a vetting committee, appointed by the City Manager. Applicants must achieve a minimum score (ex: 70) to qualify for a lot donation.

B. If two or more applicants are received for the same parcel, the highest scoring application shall receive their lot donation request. However, should applicants receive identical scores, then a lottery process will be conducted where a drawing will determine which Not-for-Profit Organization shall be a recipient of a surplus City lot donation.

This process will repeat until the City does not have enough inventory to fulfill requests or if the process contemplates specific lot inventories the City so determines it would like to donate.

C. This process may or may not be considered for all City and/or CRA inventory. The lots considered for donation shall be at the sole discretion of the City Commission or respective CRA Board.

SECTION 3: PROGRAM PERFORMANCE REQUIREMENTS

Upon being gifted a City lot, Non-Profit Partners will be required to agree to certain terms and conditions that the Commission and/or CRA Board may so dictate. These terms are provided herein and will be made part of a donation agreement which is attached hereto and marked as Exhibit "B".

A. Not-for-Profit partners who receive a lot donation will perform the following requirements as a condition of the donation:

1. At its sole cost and expense, will construct a dwelling on the property for purposes of selling/donating such to an eligible client, referred to herein as the "home owner". The partner is responsible for the construction process through the issuance of the Certificate of Occupancy and/or Final Inspection from the City of Leesburg.
2. Construction shall not commence and permits will not be issued by the City until the home owner(s) must is reviewed and approved by the City. The City will approve such home owner, by notifying the Not-for-Profit in writing, that they are eligible to purchase/receive the dwelling unit and property for which it is located. Such approval of qualified home owner(s) will not be unreasonably withheld by the City. Home Owner criteria is more specifically described in Section 5 herein.
3. The contemplated dwelling shall be constructed within three (3) years of the date the City transferred the property. In the event the Not-for-Profit cannot locate an end-user within the three-year timeframe or construction has not commenced, the Not-for-Profit may request an extension from the City. The extension shall be for any one year increment up to a maximum three-year extension.
4. Lot donations will be limited to no more than three (3) lots within a 3-year period, per Not-For-Profit partner. Once a Not-For-Profit Partner has received the maximum of 3 lots, they will not be eligible to received other lots until such time that they have completed all the requirements of home construction and ownership transfer to a pre-qualified end-user.
5. Be responsible for ensuring that all builders/subcontractors utilized are licensed appropriately and capable of performing all necessary work. The partner will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work) per housing packages.
6. Construct single-family residential homes and such dwellings shall meet the City's R-1 Zoning design standards.
7. Submit homebuyer packages that must contain up to date income verification documents (not older than 30 days) upon submission to the City for review.

8. Identify and seek out available funds to be used for leveraging existing program dollars such as the Lake County Housing SHIP - Housing Trust Fund.
9. If necessary, assist applicants with the builder's construction contract.
10. Maintain the minimum availability of three (3) different home models (varying floor plans, elevations, sizes, price ranges, etc.) at all times.
11. Provide assistance to applicants/homebuyers in obtaining a residential mortgage (loan packaging) from the lender of choice. The not-for-profit agencies will prepare the completed applicants files (to include request for subsidy assistance) and submit the same to the City of Leesburg Housing Department for evaluation.
12. Refer applicants for (or provide) credit repair and/or counseling in order to qualify for a (primary) mortgage.
13. Serve as agent for the Homebuyer in all communications with the builder.

B. In an effort to assist the Not-for-Profit Partners, the City of Leesburg will assist the Partners by performing the following:

1. Act as the clearinghouse on behalf of all partners, coordinating the approval and advance of assets/subsidies (in accordance with program requirements) for eligible homebuyers; to make available vacant lots annually in the form of a subsidy to reduce a portion of the cost of the home purchase in order to lower the end price to the homebuyer.
2. Undertake overall coordination, monitoring and reporting of all program requirements related to the City administered assets and/or funds under the Program.
3. Maintain the availability of assets/funds to be used as subsidies; the City will maintain its authority to approve/deny all housing deals (on an individual basis) requesting assistance from the City.
4. Refer program applicants and interested persons to the non-profit partner agencies for credit counseling (if needed), application submittal, and mortgage qualification; the City will ensure that all recipients under the Program are channeled through the appropriate non-profit partner for homebuyer education workshops and seminars.
5. Establish an intake and processing system governing the evaluation and approval of individual.
6. Give priority consideration to applicants residing and/or working within the City of Leesburg at time of application; the Housing Department will complement the marketing efforts of the non-profit partner by marketing the program through our established network of Homeowners and Neighborhood Associations.
7. Monitor all recorded Mortgages and Promissory Notes to ensure the recapture of invested assets/funds where necessary; each subsidy will be provided in the form of a second (forgivable) mortgage to the property.
8. Provide lots with clean titles.

SECTION 4: ADMINISTRATION

Overall administration of this program shall be in accordance with the criteria and guidelines outlined above. Implementation of these policies and procedures shall be the responsibility of the City of Leesburg Housing Department.

The following is a summary of homebuyer eligibility criteria and overall procedures for implementation of the various components of the Program (unless revised due to regulatory/program revisions associated with the funding source (s)).

SECTION 5: ELIGIBILITY REQUIREMENTS FOR ULTIMATE HOME OWNERS

A. As the purpose for the lot donation program is to develop an affordable housing inventory for the City of Leesburg, the Not-For-Profit Partners shall provide a qualifying home owner to live and reside in the home which is built on the City's donated parcel. Such potential home owner will be provided and approved by the City of Leesburg prior to issuance of the Certificate of Occupancy. Potential home owners shall meet the following criteria:

1. Income: Households with incomes not exceeding 10% of AMI for the area are eligible for assistance under this program. Household income will be computed in accordance with the State Housing Initiatives Partnership (SHIP) Program guidelines. Income is considered to be the total for all persons residing within the household; income limits are adjusted for family size. The same will be verified by a signed employer verification form, and/or income tax records (for self-employed).

2. Resident/Employment Status: Applicants (documented) residing and/or working within the corporate limits of the City of Leesburg will be given priority consideration for assistance.

3. Family Status: Parental households with dependent children shall receive primary consideration.

4. Special Needs: Persons /households determined to have "Special Needs", in accordance with the SHIP Rule at 91-37.002 and other cases determined by the City and according to the Lake County LHAP, shall be given priority and special consideration for assistance.

5. Public Housing/Section 8 Tenants: Subsidy assistance provided by Lake County Housing will give preference to eligible families/households residing at the Mispah/Simmons Apartment Complex or receiving Section 8 rental assistance.

6. Local First Time Homebuyers: Is defined as not having owned a home during the past three (3) years, a single parent with children under the age of 18 who has recently been divorced and/or displaced, a displaced victim of domestic abuse or a person displaced as a result of a governmental action, and those who have special needs according to Chapter 67- 37.002 (13).

7. Credit Worthiness: Those households meeting the lenders credit standards will be further processed. Those households that cannot meet underwriting standards/requirements will be referred for credit counseling and other necessary services.

8. Package Requirements: Only those applicant packages submitted to the City for consideration which are complete and comply with all documentation requirements will be given consideration (on a first come, first served basis).

9. Debt Ratio (Affordability): All applicants will be screened based upon the primary lender's income to housing debt ratio requirements. Housing expenses (PITI) shall not exceed 35% of the MFI (for the area) adjusted for family size for the income category into which household falls. Exception to this ratio can be made if a mortgage amount resulting in a monthly payment in excess of 30% is approved by a primary lender.

10. Local Homebuyer Asset Limitation: Homebuyers with household liquid assets in excess of $25,000 will be required to decrease their asset value to under $25,000 through an additional homebuyer contribution. Liquid assets to be analyzed on a case-by-case basis.

Should the Not-For-Profit partner fail to provide a qualified owner for the newly constructed home, then the City of Leesburg shall take ownership of the home.

B. RECAPTURE PROVISIONS - Families/households assisted under this Program shall be contractually subject to Recapture Provisions through the recording of a second mortgage and promissory note, as set forth by the City of Leesburg. These provisions require that purchasers must occupy the assisted (subsidized) units as their principal residence for a period of five (5) years. Otherwise, the purchaser (s) will be obligated to repay a prorated portion of the subsidy award. Any moneys recaptured through the sale of a subsidized property within the designated period shall be returned to the applicable subsidy program account and made available to another eligible first-time homebuyer.

The second mortgage and promissory note will be recorded in the Public Records of Lake County.

The City of Leesburg will be notified (as a lien holder) upon sale of the subject property.

C. MANDATORY HOMEBUYER SEMINARS - Homebuyers shall be required to attend at least two 4-hour training sessions. One session shall be held prior to closing as a condition of the loan closing. The second session shall be held close to the time of occupancy to educate households about the responsibilities of home ownership and building maintenance. The Leesburg Housing Department shall coordinate each session with assistance from other participants as needed. Proof of completion should be made part of each applicant's/household's file.

These sessions shall at a minimum include the following topics:

- Personal Finance and Planning
- Credit and Borrowing
- Fair Housing Issues
- Maintenance and Upkeep
- Underwriting Criteria
- Property Tax Information
- Other information as required by participants and federal/state regulations

During the period covered by this Agreement, the City will explore additional resources in support of homebuyer education. Both pre- and post-closing educational opportunities will be evaluated for their potential future application under this Program.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST:

By:_____
J. Andi Purvis, City Clerk

CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

Approved as to Form:

By_____
Grant Watson
City Attorney

EXHIBIT A

CITY OF LEESBURG

APPLICATION FOR DONATED SURPLUS VACANT LOT

This application is for eligible Not-for-Profit organizations seeking a donated surplus vacant lot to further affordable housing in accordance with Florida Statute 166.0451 and the policies established by the City of Leesburg and its respective CRA Boards.

SECTION 1 – APPLICANT INFORMATION

Organization Name: _____

Mailing Address: _____

City/State/ZIP: _____

Primary Contact Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Non-Profit 501(c)(3) Status: ☐ Yes ☐ No (Attach IRS Determination Letter)

Years in Operation: _____

SECTION 2 – ORGANIZATIONAL CAPACITY AND EXPERIENCE

1. Describe your organization's mission and how it aligns with affordable housing goals.

   _____

2. Provide a summary of prior residential development experience.

   _____

3. List all housing projects completed in the past 5 years (attach additional pages as needed).

---

4. Identify and describe your proposed development team (contractors, consultants, etc.).

SECTION 3 – PROPOSED USE OF DONATED LOT

1. Identify the specific lot(s) being requested, if applicable:

---

2. Describe the proposed project (home type, square footage, price range, design). Attach elevations/floor plans.

---

3. Describe financing plan, including leveraging of other funds (e.g., SHIP, Housing Trust).

---

4. Estimated construction start date: _____ Completion date: _____
5. Number of distinct home models your agency maintains: _____

SECTION 4 – COMPLIANCE AND CERTIFICATIONS

☐ I understand and agree to the program performance requirements set forth in the Donation Agreement (Exhibit B).

☐ I certify that my organization will meet construction timeframes, zoning compliance, and mortgage packaging responsibilities as outlined by the City of Leesburg.

☐ I understand that failure to comply may result in forfeiture of the donated lot.

Authorized Signature: _____

Name (print): _____

Title: _____

Date: _____

SUBMISSION INSTRUCTIONS Submit completed application and all required attachments by the posted deadline to:

City of Leesburg Housing Department
Housing@LeesburgFlorida.gov or deliver to:
1041 CR 468, Leesburg, FL 34748

Late or incomplete applications may not be considered.

For Official Use Only: Date Received: _____ Application #: _____ Scoring Committee Review Date: _____

☐ Eligible ☐ Ineligible
Score: _____ Notes: _____

EXIBIT B

CITY OF LEESBURG DONATION AGREEMENT FOR VACANT LOT(S)

This Donation Agreement ("Agreement") is entered into by and between the **City of Leesburg, Florida** ("City"), a municipal corporation, and _____, a Florida not-for-profit corporation ("Partner"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the City desires to provide vacant lots as a subsidy to support affordable homeownership opportunities; and

WHEREAS, the Partner agrees to utilize such lots to construct affordable housing units for eligible homebuyers in accordance with the City's housing goals; NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

A. RESPONSIBILITIES OF THE PARTNER The Partner agrees to:

1. Serve as the housing developer for homeownership packages under the program and refer all Program applicants to the City for pre-qualification.
2. Construct a dwelling on the donated lot at its sole cost within three (3) years of the deed transfer. A one-time extension not exceeding three years may granted following written request by the Partner.
3. Commence construction within twenty-four (24) months of donation and complete the unit within thirty-six (36) months of donation.
4. Receive no more than three (3) donated lots within a three-year period. Reapplication eligibility begins after the issuance of Certificates of Occupancy (CO) for all lots or after three years, whichever is greater.
5. Ensure all builders and subcontractors are properly licensed, and obtain and pay for all required permits and fees.
6. Construct single-family homes in accordance with the City’s R-1 Zoning standards.
7. Submit complete homebuyer packages with income documents no older than 30 days at the time of submission.
8. Identify and secure additional funding (e.g., SHIP or Housing Trust Fund) to leverage program dollars.
9. Assist clients with builder construction contracts, as needed.
10. Maintain a minimum availability of three (3) distinct home models at all times.
11. Assist homebuyers with obtaining primary mortgage financing and prepare complete application files for City review.
12. Refer applicants for, or provide, credit counseling to support mortgage qualification.

13. Serve as the homebuyer's agent in communications with builders.

B. RESPONSIBILITIES OF THE CITY OF LEESBURG The City agrees to:

1. Coordinate and approve eligible homebuyer subsidies and annually make vacant lots available as subsidies.
2. Monitor and report on all program activities and compliance requirements.
3. Maintain and control the approval of funding assistance for each project.
4. Refer applicants to Partners for application submittal and mortgage preparation, and ensure attendance at homebuyer education.
5. Establish a system for intake, evaluation, and approval of applications.
6. Give priority to applicants who live or work in Leesburg at the time of application and support Partner marketing through the City's outreach networks.
7. Monitor recorded second (forgivable) mortgages and ensure recapture provisions are enforced.
8. Provide donated lots with clean and marketable titles.

C. GENERAL TERMS

1. This Agreement is effective on the date of the last signature below and shall remain in force until all obligations have been satisfied.
2. The Partner shall not assign or transfer any obligations under this Agreement without the written consent of the City.
3. The Partner agrees to return any donated lot that is not developed in accordance with this Agreement.
4. This Agreement constitutes the full understanding of the Parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF LEESBURG, FLORIDA By: _____
Name: _____
Title: _____ Date:
_____

NOT-FOR-PROFIT PARTNER By: _____
Name: _____
Title: _____ Date:
_____ **EXHIBIT**
C

SCORING SHEET – DONATED SURPLUS VACANT LOT APPLICATION City of Leesburg / Community Redevelopment Agency (CRA)

This scoring sheet is to be used by the evaluation committee to assess applications submitted under Exhibit A for the donation of surplus vacant lots. Each criterion is scored on a scale from 0 to 10, with weighting applied as noted.

Applicant Organization: _____

Evaluator Name: _____ Date: _____

#	Evaluation Criteria	Weight (%)	Score (0–10)
1	Mission Alignment with Affordable Housing Objectives	10%	_____
2	Experience in Affordable Housing Development	15%	_____
3	Development Team Qualifications (Builder/Contractors/Consultants)	10%	_____
4	Proposed Project Design (models, elevations, price range, square footage)	10%	_____
5	Financial Plan & Use of Leveraged Funds (e.g., SHIP, Housing Trust)	15%	_____
6	Construction Timeline (start/completion dates and realism of proposed schedule)	10%	_____
7	Availability of Multiple Distinct Home Models	5%	_____
8	Mortgage Packaging and Buyer Assistance Strategy	10%	_____

9	Credit Counseling and Homebuyer Support Plan	10% _____
10	Overall Readiness and Compliance with Program Requirements	5% _____
TOTAL	**100%**	_____

Scoring Guidance:

- 9–10 = Excellent (comprehensive and exceeds expectations)
- 7–8 = Very Good (meets expectations with strong support)
- 5–6 = Satisfactory (meets basic requirements)
- 3–4 = Weak (insufficient detail or lacking in key areas)
- 0–2 = Poor (inadequate or non-responsive)

Evaluator Comments:

_____

_____

_____

Recommendation: ☐ Recommend for Lot Assignment
☐ Recommend as Alternate
☐ Not Recommended

Evaluator Signature: _____
Date: _____

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: July 27, 2026

From: Joe Iozzi, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board - Leesburg Schools - for the 2026-27 school year starting in August 2026; and providing an effective date.

Staff Recommendation:
Approve and adopt an agreement for School Resource Officer (SRO) services to be provided to Lake County School Board — Leesburg Schools — for the 2026-27 school year starting in August 2026. The schools the SROs will be assigned to are Leesburg High School (Two SROs), Leesburg Elementary (One SRO), and Beverly Shores Elementary (One SRO).

Analysis:
This is a continuation of the contract between Leesburg Police Department and the Lake County School Board for four (4) School Resource Officers (SROs) to provide security to students, school personnel, the school community and school property. Additionally, SROs interact with students during the regular class schedule and during extracurricular school activities so as to continue building positive relationships between police officers and the community's youth.

The term of this Agreement shall be for the next school year, beginning on the first day of school, August 10, 2026, through the last day of school for students in May 2027.

Unless otherwise requested by the school, the officers will return to their normal duties during school breaks.

Procurement Analysis:
N/A

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

Fiscal Impact:

The Lake County School Board will pay the City of Leesburg approximately $386,440.00 for services of the four (4) SROs provided pursuant to the terms of this Agreement.

Account No.	001-0000-342-0200
Project No.	SROA26

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES TO BE PROVIDED TO LAKE COUNTY SCHOOL BOARD - LEESBURG SCHOOLS - FOR THE 2026-27 SCHOOL YEAR STARTING IN AUGUST 2026; 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 the Lake County School Board for a continuation of the contract between Leesburg Police Department and the Lake County School Board, whose address is 201 West Burleigh Boulevard, Tavares, FL 32778, for four (4) School Resource Officers (SROs). Lake County to provide the amount equivalent to exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributed to services performed.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of July 2026.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, AND THE CITY OF LEESBURG, FOR SCHOOL RESOURCE OFFICER PROGRAM (2026-2027)

This **AGREEMENT** is entered into by and between the **City of Leesburg**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place four **(4) City of Leesburg** Police Officers at **Leesburg Elementary (1), Beverly Shores Elementary (1), Leesburg High (2)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide four (4) sworn **City of Leesburg** Police Officers who are certified pursuant to Section 943.10(1) Florida Statutes to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. **Term of Agreement.** The term of this Agreement shall be for the next school year, beginning the 10th day of August 2026 through the last day of school for students in May 2027.

2. **Compensation.** The SCHOOL BOARD will pay the **City of Leesburg** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1st day of September 2026 for services rendered beginning August 10th, 2026 and continuing on the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. **Scope.** The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

4. **Background Investigations.** The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 101 2.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, Florida Statutes, to indemnify and hold harmless the SCHOOL BOARD, it's officers, agents and employees from any liability in the form of physical injury. death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of $200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of $300,000. Further. nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. **Assignment of Officers.** The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school here the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved Lo the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period. the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing.

The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to THE LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. ln the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security. Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. **Dismissal/Replacement/Absence.** The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. **Leaves/Coverage.** The Chief of Police or another designated scheduling officer will approve vacations. sick leaves, and other leaves of absence for the S RO . The SRO will communicate approved vacation, sick leaves. trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. **Hours of Assignment.** The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. **Additional Hours of Assignment.** Additional hours of assignment during a two- week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. ff the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. **Off Campus Assignments.** Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. **Reassignment in Emergency Situations.** Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. **Supervising Authority.** During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation cove rage , as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. **Salary and Benefits.** The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. **Vehicle.** The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AG ENCY .

15. **Threats to School Safety.**

A. Pursuant to Section I 006.13(4). Florida Statutes, any acts that pose a threat to school safety , whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.

B. If requested by the School Principal, or his or her designee, the SRO. or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. **Termination of Agreement.** This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT AGENCY:

Chief of Police
City of Leesburg Police Department
115 East Magnolia Street
Leesburg, FL 34748

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersede all prior Agreements, representations and understandings either oral. written or otherwise relating thereto.

IN WITNESS WHEROF. The parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

By: _____
Print: _____

Attest: _____
Print

Approved as to form:

_____
School Board Attorney

"LAW ENFORCEMENT AGENCY"

CITY OF LEESBURG, FLORIDA

By: _____

Print: _____

Date: _____

Attest: _____

Print: _____

Approved as to form:

_____

City of Leesburg Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Leesburg Police Department's standard operating procedures.

2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.

3. The SRO shall also assist the orderly flow of traffic on school grounds.

4. Each SRO shall maintain all law enforcement powers , duties, and responsibilities inclusive of his/her position as City of Leesburg Police Officers while assigned to the SRO program.

5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however , activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee .

6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.

7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer's supervisor of the school's calendar.

8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11 . In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly, will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-l.0018, F.A.C. and§1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.00l8, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After-Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO 's law enforcement duties. obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made , or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO ' s law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act (" FERPA").

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: July 27, 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 The Salvation Army; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving a Utility Easement from The Salvation Army.

Analysis:
The Salvation Army is granting a Utility Easement to the City of Leesburg 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 THE SALVATION ARMY; 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 The Salvation Army 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 27th 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 24 day of June, 2026 by **THE SALVATION ARMY**, a Georgia non-profit corporation, whose mailing address is 1424 Northeast Expressway NE, Brookhaven, GA 30329 ("**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:

Lisa Lewis
Signature

Lisa Lewis
Printed Name

1424 N.E. EXPRESSWAY
BROOKHAVEN, GA 30329
Address

Marie J. Bishop
Signature

Marianne J. Bishop
Printed Name

1424 N.E. EXPRESSWAY
BROOKHAVEN, GA 30329
Address

GRANTOR:

THE SALVATION ARMY, a Georgia non-profit corporation

By: Roland W. Cox, Assistant Treasurer

Its: Asst Treasurer

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 24th day of June, 2026, by Roland W. Cox as Asst Treasurer of The Salvation Army, a Georgia non-profit corporation, on behalf of the company, who is [✓] personally known to me or [ ] who produced the following identification:

Laquonda Townsend
Notary Public Signature

Laquonda Townsend
Notary Public Name

My Commission Number: W-00690995
My Expiration Date: 03/02/29

(seal)

Laquonda Townsend
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
My Commission Expires 03/02/2029

Exhibit "A"

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

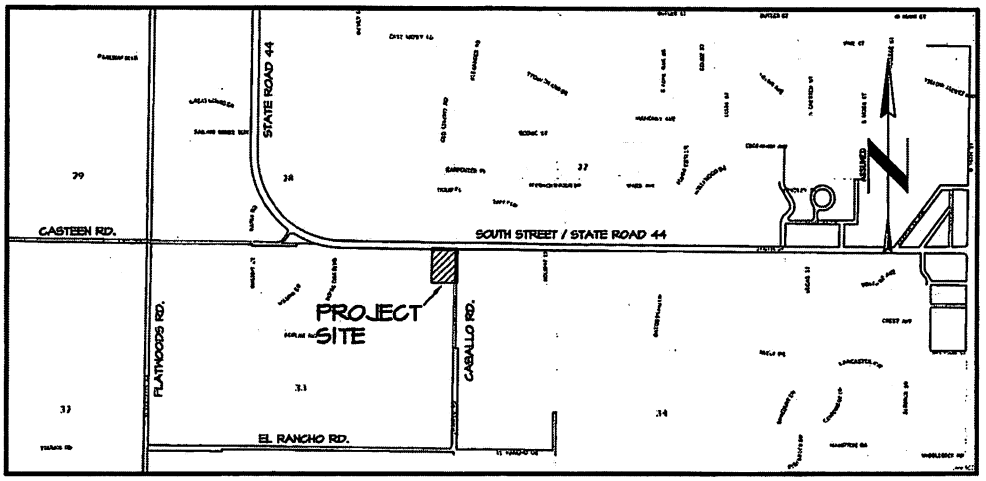
NOT A BOUNDARY SURVEY

DESCRIPTION:

A 10.00 FEET WIDE UTILITY EASEMENT BEING IN A PORTION OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE S. 00°26'45" W., ALONG THE EAST LINE OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 28, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH STREET / STATE ROAD 44, AND THE POINT OF BEGINNING; THENCE CONTINUE S. 00°26'45" W. ALONG SAID WEST RIGHT-OF-WAY LINE OF CABALLO ROAD, A DISTANCE OF 436.63 FEET TO THE SOUTH LINE OF THE NORTH 486.00 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 28; THENCE N. 89°20'05" W., DEPARTING THE SAID WEST RIGHT-OF-WAY LINE OF CABALLO ROAD A DISTANCE OF 10.00 FEET; THENCE N. 00°26'45" E. PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 426.63 FEET TO A POINT 10.00 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH STREET / STATE ROAD 44; THENCE N. 89°19'55" W. PARALLEL WITH AND 10.00 FEET PERPENDICULAR TO SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 305.87 FEET TO THE EAST LINE OF THE WEST 998.90 FEET OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 28; THENCE N. 00°41'08" E. ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH STREET / STATE ROAD 44; THENCE S. 89°19'55" E. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 315.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 7,425 SQUARE FEET.



VICINITY MAP
(NOT TO SCALE)

NOTES:

1) BEARINGS ARE BASED ON THE EAST LINE OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING S. 00°26'45" W., 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.

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

SKETCH OF DESCRIPTIONS
OF 10.00' WIDE UTILITY EASEMENT
certified to:
THE SALVATION ARMY,
A GEORGIA CORPORATION
and
CITY OF LEESBURG

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

RONALD W. HERR
Digitally signed by RONALD W. HERR
Date: 2026.03.25 15:07:13 -04'00'

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

DRAWN BY:	R.W.H.	DATE:	03/23/26
CHECKED BY:	D.C.W.	DRAWING NO.:	B-21111
FILE:	SURVEYS\25-1502	SHEET	1 OF 2

PHONE: (352)753-6511 FAX: (352)753-6374
WSI PROFESSIONAL SURVEYING & MAPPING
WADE SURVEYING, INC.
LB-6514
1608 TRACY AVENUE LADY LAKE, FLORIDA 32159

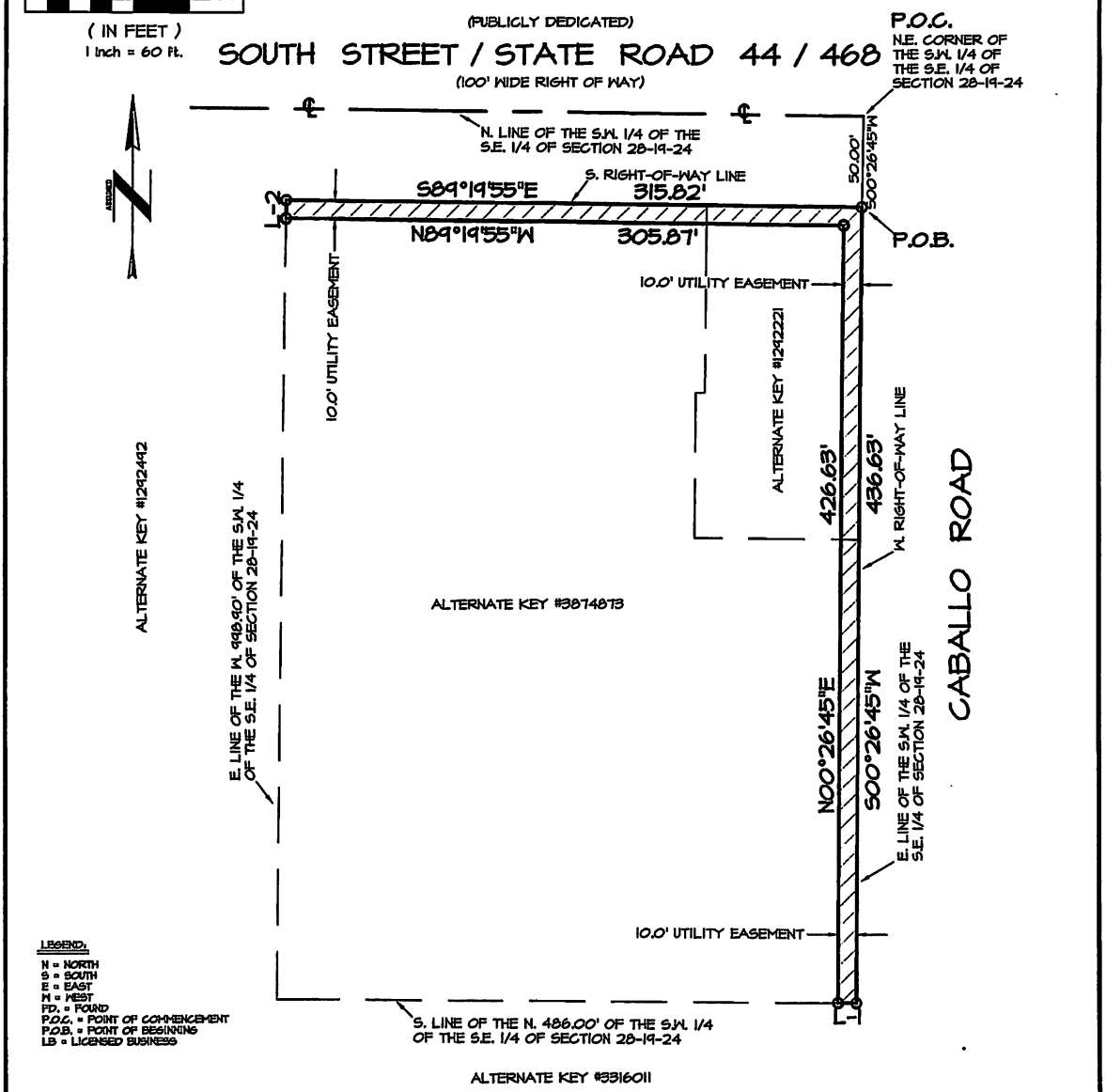
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA

GRAPHIC SCALE

NOT A BOUNDARY SURVEY

60 0 30 60

(IN FEET)
1 inch = 60 Ft.



LEGEND:

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

LINE	BEARING	DISTANCE
L-1	N89°20'05"W	10.00'
L-2	N00°41'08"E	10.00'

NOTES:

1) BEARINGS ARE BASED ON THE EAST LINE OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING S. 00°26'45" W. ASSUMED MERIDIAN.

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SKETCH OF DESCRIPTIONS
OF 10.00' WIDE UTILITY EASEMENT
certified to:
THE SALVATION ARMY,
A GEORGIA CORPORATION
and
CITY OF LEESBURG

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

RONALD W. HERR
Digitally signed by RONALD W. HERR
Date: 2026.03.25 15:07:51 -04'00'

DRAWN BY:	R.W.H.	DATE:	03/23/26
CHECKED BY:	D.C.W.	DRAWING NO.:	B-21111
FILE:	SURVEYS\25-1502	SHEET	2 of 2

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

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

DESCRIPTION:

A 5.00 FEET WIDE UTILITY EASEMENT BEING IN A PORTION OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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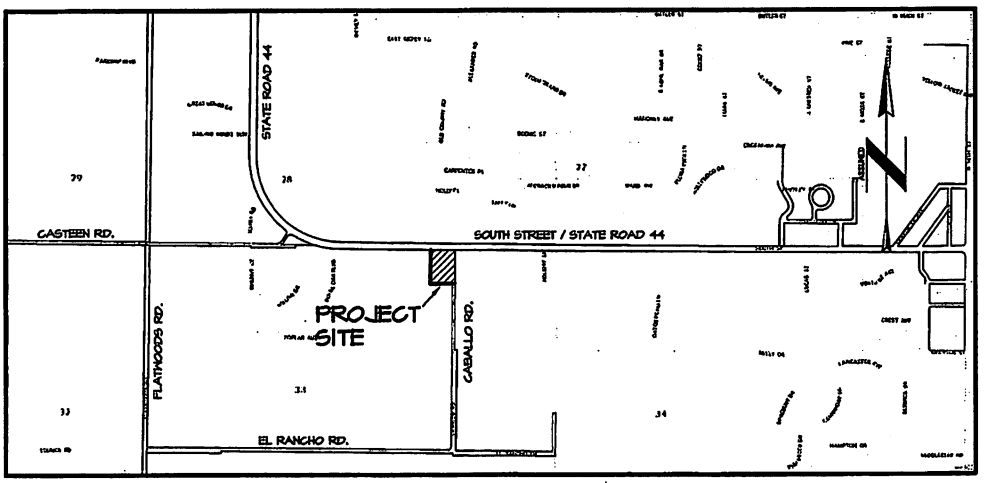
SAID LANDS CONTAIN 3,746 SQUARE FEET.



VICINITY MAP
(NOT TO SCALE)

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

SKETCH OF DESCRIPTIONS OF 5.00' WIDE UTILITY EASEMENT
certified to:
THE SALVATION ARMY, A GEORGIA CORPORATION
and
CITY OF LEESBURG

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

DRAWN BY:	R.W.H.	DATE:	03/23/26
CHECKED BY:	D.C.W.	DRAWING NO.:	B-21111
FILE:	SURVEYS\25-1502	SHEET	1 OF 2

RONALD W. HERR
Digitally signed by RONALD W. HERR
Date: 2026.03.25 15:53:14 -04'00'

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

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

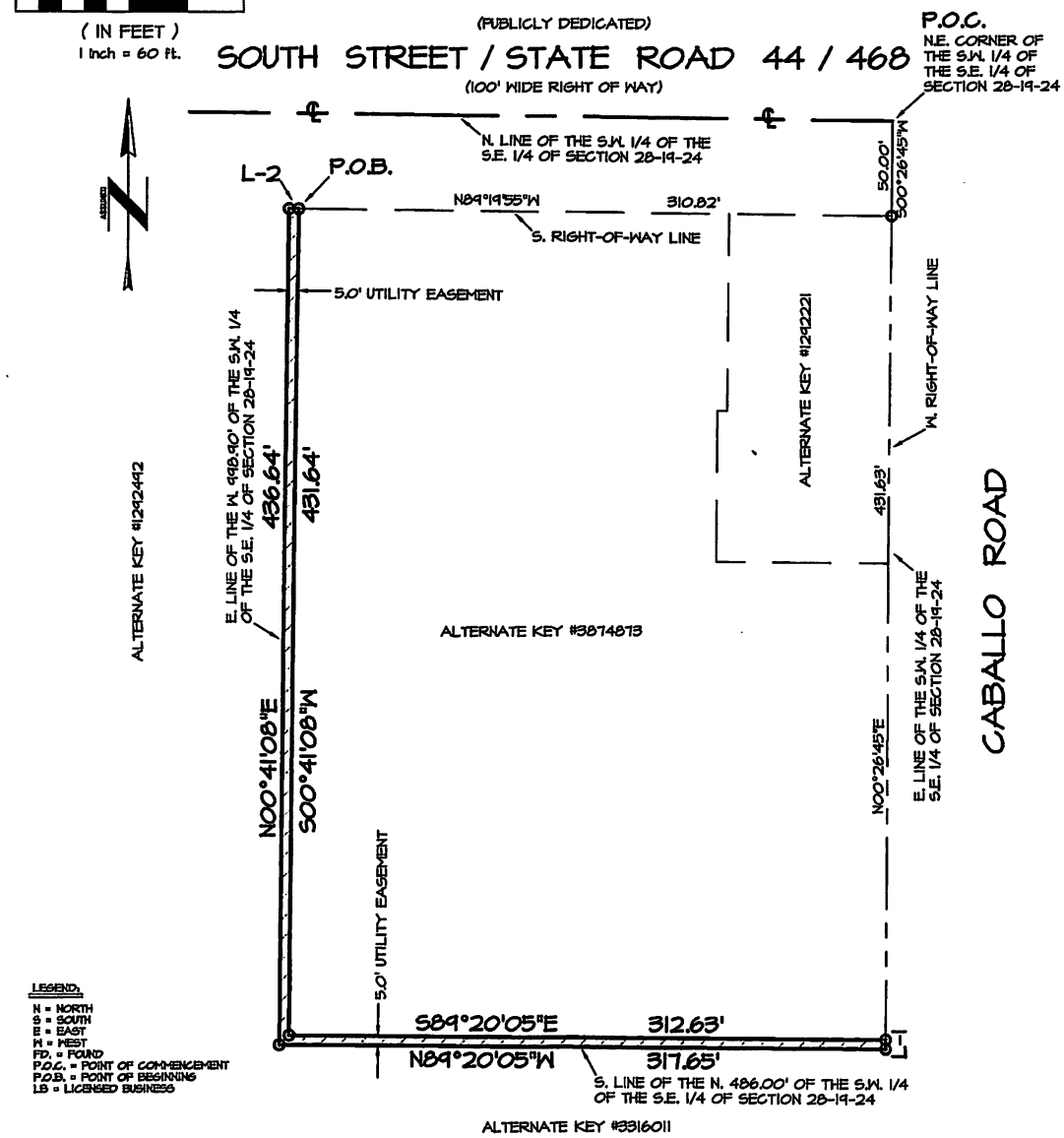
SECTION 28, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA

GRAPHIC SCALE

NOT A BOUNDARY SURVEY

60 0 30 60

(IN FEET)
1 inch = 60 ft.



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L-2	S89°19'55"E	5.00'

SKETCH OF DESCRIPTIONS
OF 5.00' WIDE UTILITY EASEMENT
certified to:
THE SALVATION ARMY,
A GEORGIA CORPORATION
and
CITY OF LEESBURG

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

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

RONALD W. HERR
Digitally signed by RONALD W. HERR
Date: 2026.03.25 15:53:49 -04'00'

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

DRAWN BY:	R.W.H.	DATE:	03/23/26
CHECKED BY:	D.C.W.	DRAWING NO.:	B-21111
FILE:	SURVEYS\25-1502	SHEET	1 OF 2

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

RESOLUTION OF THE BOARD OF TRUSTEES

OF

THE SALVATION ARMY

A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, Dekalb County, Georgia.

BE IT RESOLVED THAT this Corporation, THE SALVATION ARMY, A GEORGIA CORPORATION, is in good standing in the State of Georgia. For the purpose of furnishing documentary evidence of and making authoritative decisions or signing documents on behalf of The Salvation Army, A Georgia Corporation: For the purpose of Utility Easement for property located at 2605 South Street, Leesburg, FL:

THEREFORE, be it known that:

Kelly Igleheart, President
or
Deborah R. Sedlar, Vice President
or
Stephen Elis, Treasurer/Assistant Secretary
or
Roland W. Cox, Assistant Treasurer
or
W. Lee Auvenshine, Secretary
or
Melanie Mathis Brackett, Assistant Secretary

are authorized, directed and empowered to issue, sign and deliver any and all documents, as the act and deed of this corporation as set forth in Article 3, Paragraph 4 of the Certificate of Incorporation and By-Laws.

I, W. Lee Auvenshine, Secretary, of The Salvation Army, A Georgia Corporation, do hereby certify that the foregoing is a true and correct Resolution adopted by the Board of Trustees of said Corporation at a meeting held on this the 25th of June 2026.

IN WITNESS WHEREOF I have hereunto set my hand officially and affixed the seal of this Corporation on this 25th of June 2026.

Secretary

Sworn to and subscribed before me on this 25th of June 2026.

Notary Public

Laquonda Townsend
NOTARY PUBLIC
DEKALB COUNTY, GEORGIA
My Commission Expires 03/02/2029

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: July 27, 2026

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 10.24 ± acres and being generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; providing that said property, upon annexation, 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 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 5; and providing an effective date (Reserve at 44 ANNX).

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 10.24 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 10.24 +/- acres, generally located east of County Road 44 and north of Spring Court, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County R-1 (Rural Residential) and R-3 (Medium Residential); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to develop under City Codes and Ordinances. The proposal of the property is for 23 single-family residential lots, measuring 60’ x 120’ lots, with associated amenities.

The property is surrounded by Lake County R-1 (Rural Residential); CFD (Community Facility District); A (Agriculture); C-1 (Neighborhood Commercial); R-2 (Estate Residential); and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

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

with the Planned Unit Development Application, had recommendations for approval from the staff.

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 10.24 ± ACRES AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SPRING COURT, LYING IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY, UPON ANNEXATION, 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 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 5; AND PROVIDING AN EFFECTIVE DATE (RESERVE AT 44 ANNX).

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

Section 1.
Based upon the petition of GDFSL LLC, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.
All 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 hereby is assigned to City Commission District 5;

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 27th day of July 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

THAT PART OF LOTS 3 AND 4 OF BLOCK 19 IN THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE (FILED JULY 2, 1934) IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF LOT 1 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID CORNER BEING A 4" ROUND CONCRETE MONUMENT MARKED R.L.S. 1571, P.R.M., LYUNG ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, AS IT NOW EXISTS, 33 FEET RADIAL TO THE CENTERLINE OF STATE ROAD NUMBER 44, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2868.05 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 67"24'28" EAST; RUN THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NUMBER 44, THROUGH A CENTRAL ANGLE OF 14°01'42 AN ARC DISTANCE OF 702.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°36'23" EAST, 700.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, RUN NORTH 36°40'18" EAST 117.96 FEET TO THE NORTHEASERTLY CORNER IF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 642, PAGE 1561 AND 1562, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 39°28'25" EAST ALONG THE NORTHEASERTERLY BOUNDARY OF SAID LANDS, 728.96 FEET TO 4"X4" CONCRETE MONUMENT, MARKED PSM 3715, LYING ON THE NORTHWESTERLY BOUNDARY OF LOT 14 OF SAID BLOCK 19 OF THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE; THENCE RUNNING ALONG THE WESTERLY LINES OF LOTS 14, 15, 16, 17, 18, AND 19, BLOCK 19, OF SAID SILVER LAKE ESTATES (SAID LINES HAVING BEEN ESTABLISHED BY LONG TIME OCCUPATION) THE FOLLOWING FIVE COURSES, SOUTH 53°04'53" WEST 105.65 FEET; THENCE SOUTH 46°58'00" WEST 107.53 FEET; THENCE SOUTH 44°18'00" WEST 104.82 FEET; THENCE SOUTH 45°07'32" WEST 214.31 FEET; THENCE SOUTH 37°39'32" WEST 83.64 FEET TO THE NORTHEASTERLY CORNER OF LOT 4 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLROIDA; THENCE NORTH 56°48'08" WEST 526.63 FEET TO THE POINT OF BEGINNING.

Extended Aerial

Planning & Zoning Department

N

0 385 770 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Aerial

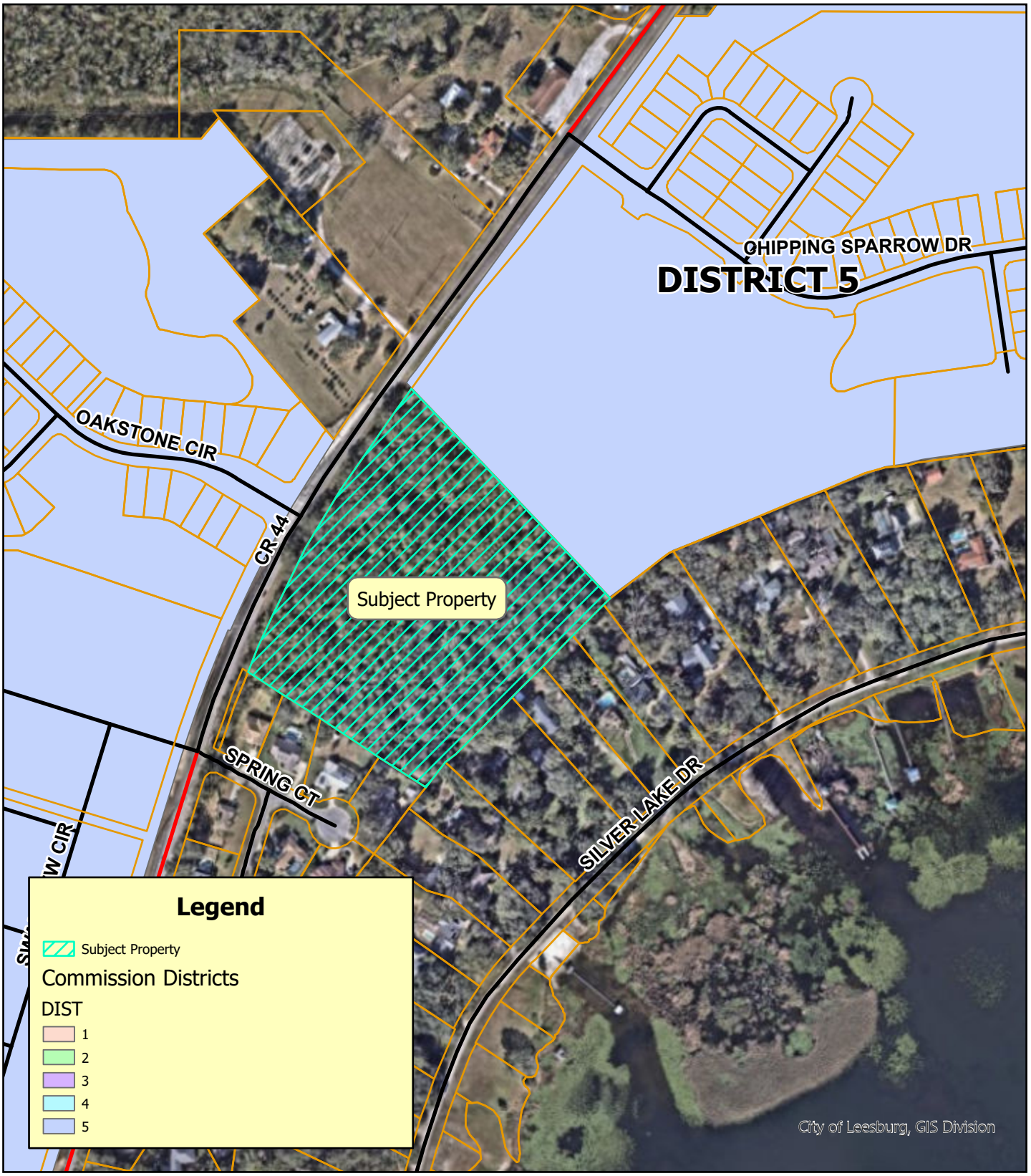
Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Commission District



Planning & Zoning Department

N

0 140 280 Feet

Reserve at 44

ANNX-26-955; SSCP-26-956; PUD-26-957

Alternate Key Number 1273536

Section 01 Township 19 S Range 25 E

Date: 5/15/2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: July 27, 2026

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, by changing the Future Land Use Map Designation of certain property containing 10.24 ± acres from Lake County Urban Low to City of Leesburg Estate Residential, for property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 SSCP)

Staff Recommendation:
The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 10.24 +/- acres from Lake County Urban Low to City of Leesburg Estate Residential. The Planning Commission, at the public hearing held on May 21, 2026, recommended denial, 3-2, citing concerns regarding lot size, density, and traffic.

Analysis:

The project site is approximately 10.24 acres. The property is generally located east of County Road 44 and north of Spring Court. Currently, the property is undeveloped acreage. The proposed use is for 23 single-family residential units. The surrounding Future Land Use Map designations of Lake County Rural Transition; Urban Low; City of Leesburg Estate Residential are compatible 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, at the public hearing held on May 21, 2026, recommended denial, 3-2, citing concerns regarding lot size, density, and traffic.

Procurement Analysis:
N/A

Options:
1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low 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 AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, BY CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 10.24 ± ACRES FROM LAKE COUNTY URBAN LOW TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SPRING COURT, LYING IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RESERVE AT 44 SSCP)

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

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

NOW, THEREFORE,

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

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

The Future Land Use Map is amended by changing the designation of approximately 10.24 acres of land generally located east of County Road 44 and north of Spring Court from Lake County Urban Low to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 1, Township 19 South, Range 25 East, Lake County Florida;

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

Section 3.
All ordinances or parts of ordinances in conflict 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 27th day of July 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

THAT PART OF LOTS 3 AND 4 OF BLOCK 19 IN THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE (FILED JULY 2, 1934) IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF LOT 1 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID CORNER BEING A 4" ROUND CONCRETE MONUMENT MARKED R.L.S. 1571, P.R.M., LYUNG ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, AS IT NOW EXISTS, 33 FEET RADIAL TO THE CENTERLINE OF STATE ROAD NUMBER 44, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2868.05 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 67"24'28" EAST; RUN THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NUMBER 44, THROUGH A CENTRAL ANGLE OF 14°01'42 AN ARC DISTANCE OF 702.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°36'23" EAST, 700.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, RUN NORTH 36°40'18" EAST 117.96 FEET TO THE NORTHEASERTLY CORNER IF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 642, PAGE 1561 AND 1562, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 39°28'25" EAST ALONG THE NORTHEASERTERLY BOUNDARY OF SAID LANDS, 728.96 FEET TO 4"X4" CONCRETE MONUMENT, MARKED PSM 3715, LYING ON THE NORTHWESTERLY BOUNDARY OF LOT 14 OF SAID BLOCK 19 OF THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE; THENCE RUNNING ALONG THE WESTERLY LINES OF LOTS 14, 15, 16, 17, 18, AND 19, BLOCK 19, OF SAID SILVER LAKE ESTATES (SAID LINES HAVING BEEN ESTABLISHED BY LONG TIME OCCUPATION) THE FOLLOWING FIVE COURSES, SOUTH 53°04'53" WEST 105.65 FEET; THENCE SOUTH 46°58'00" WEST 107.53 FEET; THENCE SOUTH 44°18'00" WEST 104.82 FEET; THENCE SOUTH 45°07'32" WEST 214.31 FEET; THENCE SOUTH 37°39'32" WEST 83.64 FEET TO THE NORTHEASTERLY CORNER OF LOT 4 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLROIDA; THENCE NORTH 56°48'08" WEST 526.63 FEET TO THE POINT OF BEGINNING.

Extended Aerial

Planning & Zoning Department

N

0 385 770 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Aerial

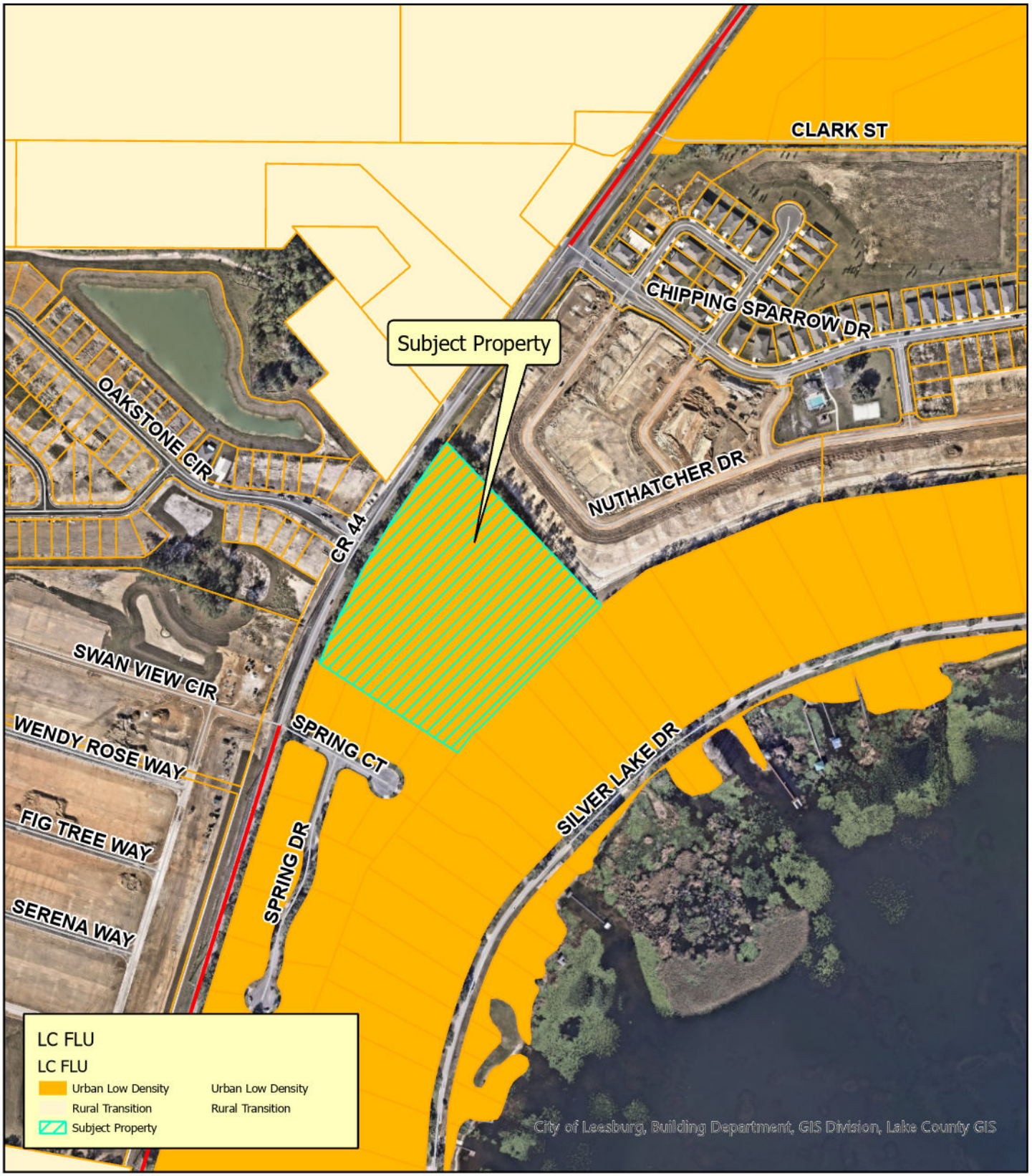
Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Lake County Future Land Use



Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Future Land Use

Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Proposed Future Land Use

Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Surrounding Land Uses

Planning & Zoning Department

N

0 220 440 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: July 27, 2026

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 10.24 ± acres from Lake County R-1 (Rural Residential) and R-3 (Medium Residential) to City of Leesburg PUD (Planned Unit Development) to allow for single-family residential uses for a property generally located east of County Road 44 and north of Spring Court, lying in Section 1, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Reserve at 44 PUD)

Staff Recommendation:
Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County R-1 (Rural Residential) and R-3 (Medium Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 23 single-family residential units. The Planning Commission, at the public hearing held on May 21, 2026, recommended denial, 3-2, citing concerns regarding lot size, density, and traffic.

Analysis:

The project site is approximately 10.24 +/- acres, and is generally located east of County Road 44 and north of Spring Court as shown on the attached maps. At this time, the property is undeveloped. The proposal will allow for 23 single-family residential lots, measuring 60’ x 120’ lots, with associated amenities. The existing land uses surrounding the property are vacant government and single-family residential. City of Leesburg utilities are available nearby.

The Planning Commission, at the public hearing held on May 21, 2026, recommended denial, 3-2, citing concerns regarding lot size, density, and traffic.

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 10.24 ± ACRES FROM LAKE COUNTY R-1 (RURAL RESIDENTIAL) AND R-3 (MEDIUM RESIDENTIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL USES FOR A PROPERTY GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SPRING COURT, LYING IN SECTION 1, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (RESERVE AT 44 PUD)

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

Section 1.
Based upon the petition of GDFSL LLC (Petitioner) of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-1 (Rural Residential) and R-3 (Medium 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 27th day of July 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION

THAT PART OF LOTS 3 AND 4 OF BLOCK 19 IN THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE (FILED JULY 2, 1934) IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF LOT 1 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID CORNER BEING A 4" ROUND CONCRETE MONUMENT MARKED R.L.S. 1571, P.R.M., LYUNG ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, AS IT NOW EXISTS, 33 FEET RADIAL TO THE CENTERLINE OF STATE ROAD NUMBER 44, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2868.05 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 67"24'28" EAST; RUN THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NUMBER 44, THROUGH A CENTRAL ANGLE OF 14°01'42 AN ARC DISTANCE OF 702.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°36'23" EAST, 700.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, RUN NORTH 36°40'18" EAST 117.96 FEET TO THE NORTHEASERTLY CORNER IF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 642, PAGE 1561 AND 1562, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 39°28'25" EAST ALONG THE NORTHEASERTERLY BOUNDARY OF SAID LANDS, 728.96 FEET TO 4"X4" CONCRETE MONUMENT, MARKED PSM 3715, LYING ON THE NORTHWESTERLY BOUNDARY OF LOT 14 OF SAID BLOCK 19 OF THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE; THENCE RUNNING ALONG THE WESTERLY LINES OF LOTS 14, 15, 16, 17, 18, AND 19, BLOCK 19, OF SAID SILVER LAKE ESTATES (SAID LINES HAVING BEEN ESTABLISHED BY LONG TIME OCCUPATION) THE FOLLOWING FIVE COURSES, SOUTH 53°04'53" WEST 105.65 FEET; THENCE SOUTH 46°58'00" WEST 107.53 FEET; THENCE SOUTH 44°18'00" WEST 104.82 FEET; THENCE SOUTH 45°07'32" WEST 214.31 FEET; THENCE SOUTH 37°39'32" WEST 83.64 FEET TO THE NORTHEASTERLY CORNER OF LOT 4 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLROIDA; THENCE NORTH 56°48'08" WEST 526.63 FEET TO THE POINT OF BEGINNING.

RESERVE AT 44
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
May 21, 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 **GDFSL LLC, 1810 W Kennedy Blvd, Suite 232, Tampa, FL 33606 (Jason M. Lee, Petitioner), "Permittee,"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 10.24 acres containing a maximum of 23 detached single-family residential units, generally located east of County Road 44 and north of Spring Court, 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 **GDFSL LLC, 1810 W Kennedy Blvd, Suite 232, Tampa, FL 33606 (Jason M. Lee, Petitioner),"Permittee,"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. **LAND USE**

   The above-described property, containing approximately 10.24 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 23 detached single-family residential units, at a gross density of 2.3, on the approximately 10.24-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 60-foot lots:
      a. All lots shall have a minimum lot width of sixty (60) feet, as measured at the front setback line.
      b. Minimum house size: 1,400 square feet.
      c. 65% impervious surface per lot.
      d. 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.
      e. Minimum lot size shall be 7,200 square feet.

f. Minimum width 60 feet, as measured at the front setback line.
g. Minimum depth 120 feet
h. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.

2. For 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:
(a) 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 the entirety of the CR-44 frontage of the properties, and along all other development boundaries, wherever there are adjacent properties under different ownership and existing opaque tree and vegetation cover is absent. 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. Wherever the property boundary is not adjacent to CR 44, the fencing requirement shall be the following along the rear property line of each residential lot, and must be built prior to release of the Certificate of Occupancy for the associated unit on each lot:

(i) Six (6) foot brick-style opaque material wall or six (6) foot opaque fence; or
(ii) Six (6) foot stone-style opaque material wall or six (6) foot opaque fence.

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.

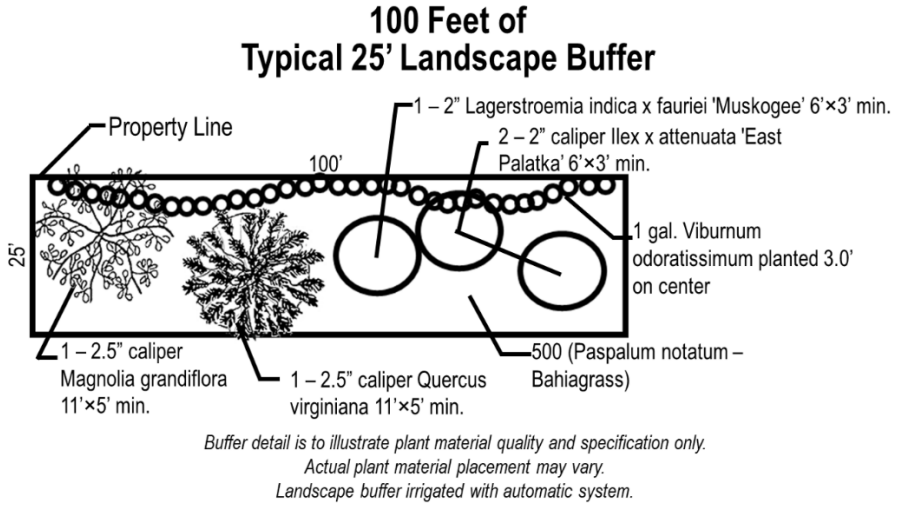
G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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



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 one (1) primary access point on County Road 44, 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 points on County Road 44 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.

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 6,000 square feet, or 0.14 total acres, whichever is greater.

B. Recreational requirements shall include at least one primary active recreation area to include a children's playground with equipment and 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, as shown on the attached **Conceptual Site Plan, Exhibit C.** 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

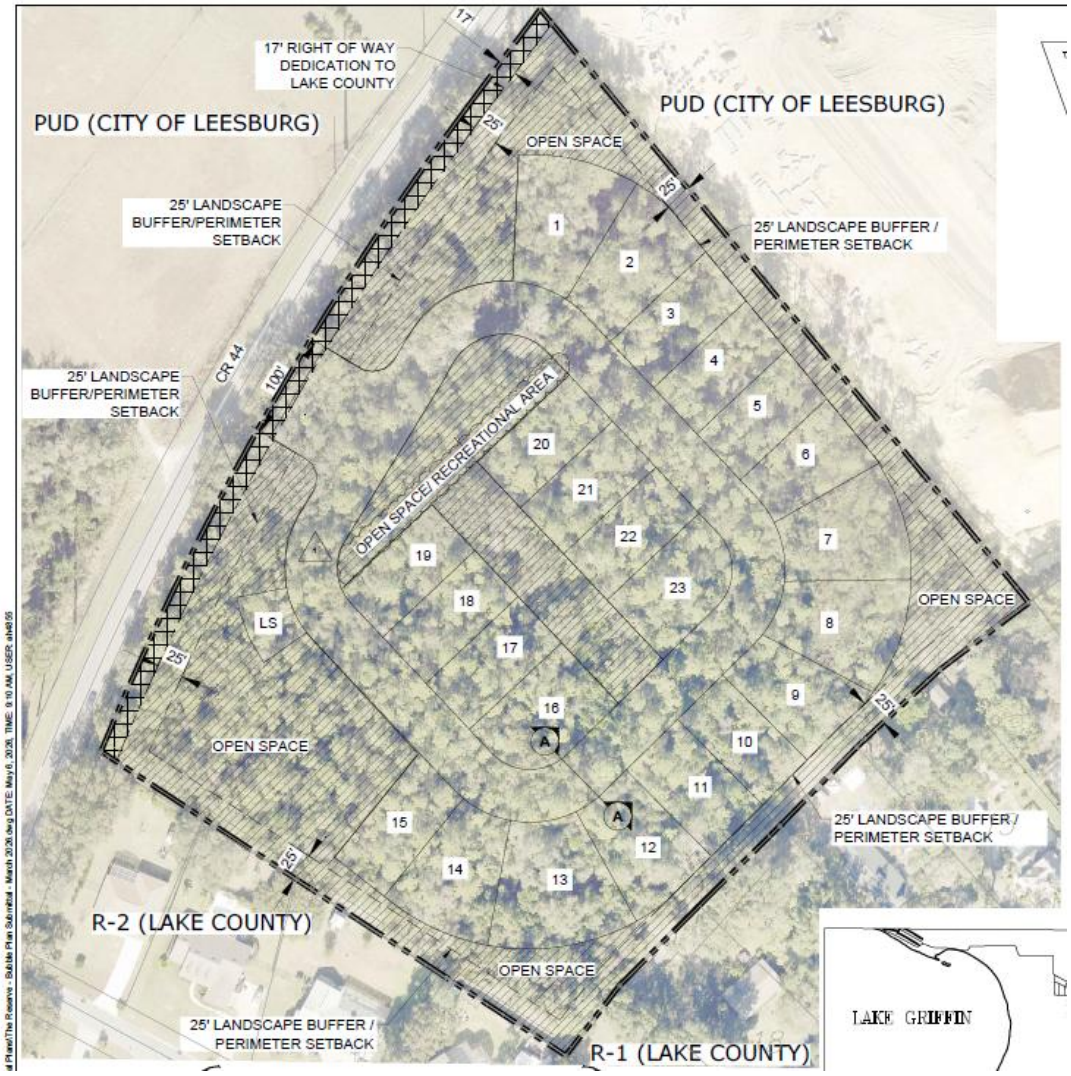
EXHIBIT B **LEGAL DESCRIPTION**

AK #: 1273536

THAT PART OF LOTS 3 AND 4 OF BLOCK 19 IN THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE (FILED JULY 2, 1934) IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER OF LOT 1 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID CORNER BEING A 4" ROUND CONCRETE MONUMENT MARKED R.L.S. 1571, P.R.M., LYUNG ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, AS IT NOW EXISTS, 33 FEET RADIAL TO THE CENTERLINE OF STATE ROAD NUMBER 44, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2868.05 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 67"24'28" EAST; RUN THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NUMBER 44, THROUGH A CENTRAL ANGLE OF 14°01'42 AN ARC DISTANCE OF 702.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°36'23" EAST, 700.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 44, RUN NORTH 36°40'18" EAST 117.96 FEET TO THE NORTHEASERTLY CORNER IF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 642, PAGE 1561 AND 1562, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; RUN THENCE SOUTH 39°28'25" EAST ALONG THE NORTHEASERTERLY BOUNDARY OF SAID LANDS, 728.96 FEET TO 4"X4" CONCRETE MONUMENT, MARKED PSM 3715, LYING ON THE NORTHWESTERLY BOUNDARY OF LOT 14 OF SAID BLOCK 19 OF THE REVISED AND CORRECTED PLAT OF THE RE-SUBDIVISION OF THE SUBDIVISION OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 10, PAGES 66 THROUGH 69, INCLUSIVE; THENCE RUNNING ALONG THE WESTERLY LINES OF LOTS 14, 15, 16, 17, 18, AND 19, BLOCK 19, OF SAID SILVER LAKE ESTATES (SAID LINES HAVING BEEN ESTABLISHED BY LONG TIME OCCUPATION) THE FOLLOWING FIVE COURSES, SOUTH 53°04'53" WEST 105.65 FEET; THENCE SOUTH 46°58'00" WEST 107.53 FEET; THENCE SOUTH 44°18'00" WEST 104.82 FEET; THENCE SOUTH 45°07'32" WEST 214.31 FEET; THENCE SOUTH 37°39'32" WEST 83.64 FEET TO THE NORTHEASTERLY CORNER OF LOT 4 IN SILVER LAKE SPRING, AS RECORDED IN PLAT BOOK 27, PAGE 52 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLROIDA; THENCE NORTH 56°48'08" WEST 526.63 FEET TO THE POINT OF BEGINNING.

EXHIBIT C **CONCEPTUAL SITE PLAN**



THE RESERVE RESIDENTIAL DESIGN STANDARDS	
Standard	**Single Family Detached Home**
Minimum Lot Width	60'
Minimum Lot Depth	120'
Minimum Lot Size	7,200 SF
Minimum Habitable Size	1,200 SF
Maximum Height	35'
Setbacks	
· Front – Principal Structure	25'
· Front – Porch (min. width 5' porch)	20'
· Side – Internal Lot	5'
· Side – Corner Lot/Secondary Street	15'
· Rear	18'
· Accessory Structures (under 12' in height)	5'

EXHIBIT C **FULL CONCEPTUAL SITE PLAN**

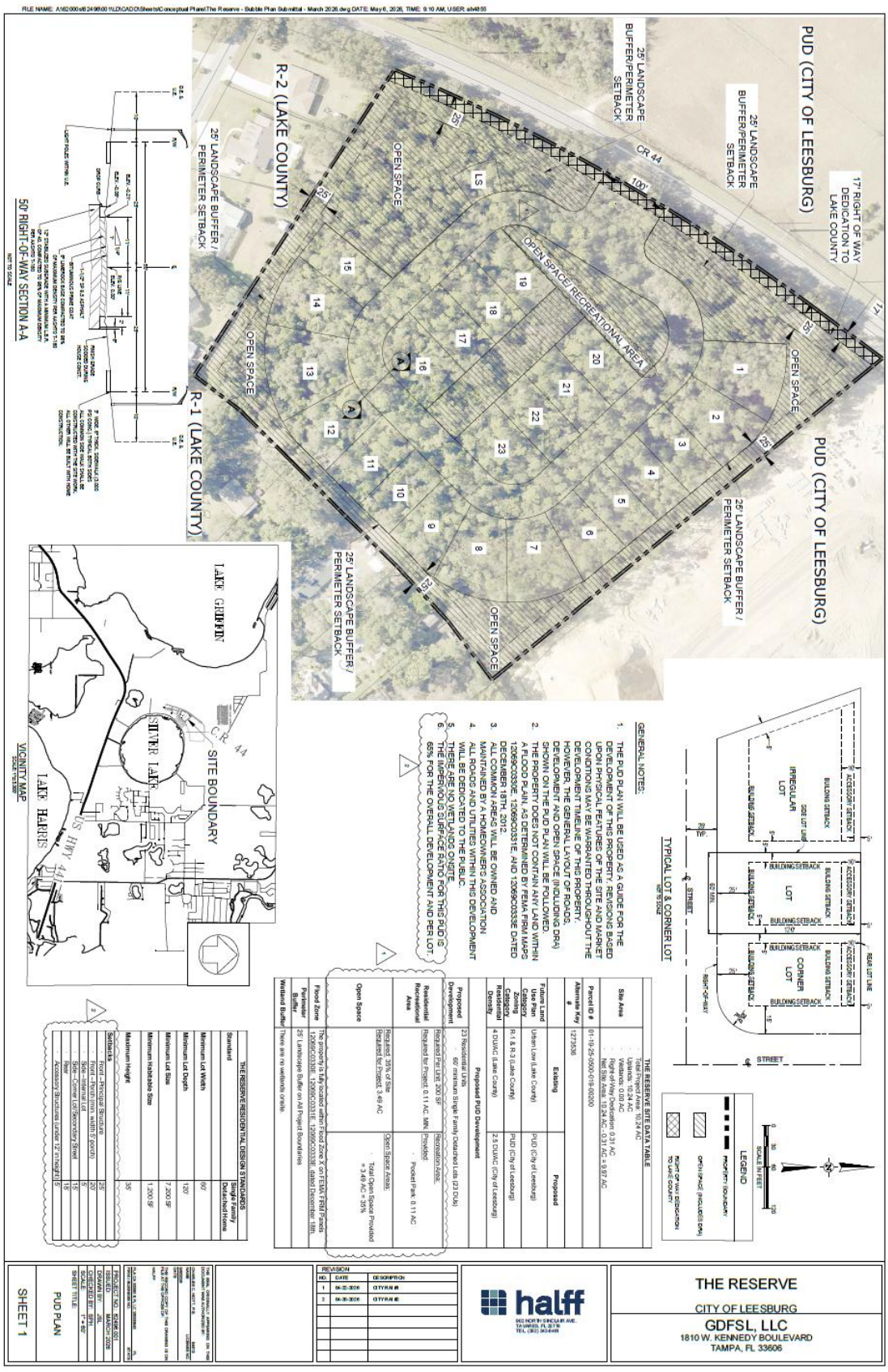


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

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/

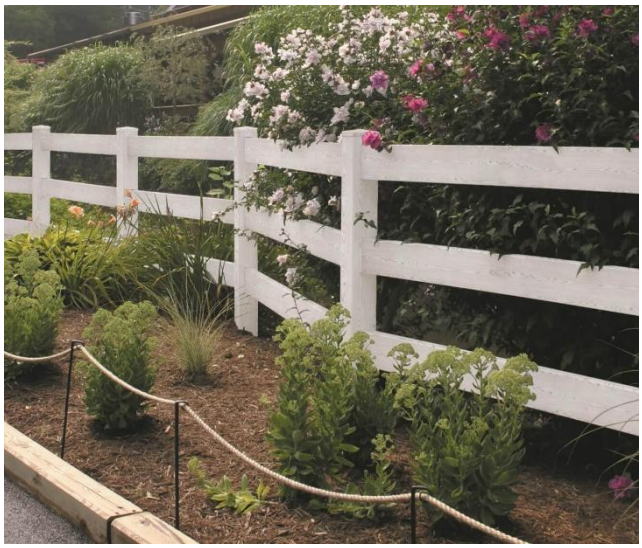


Figure 2 – Split-rail fence

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**

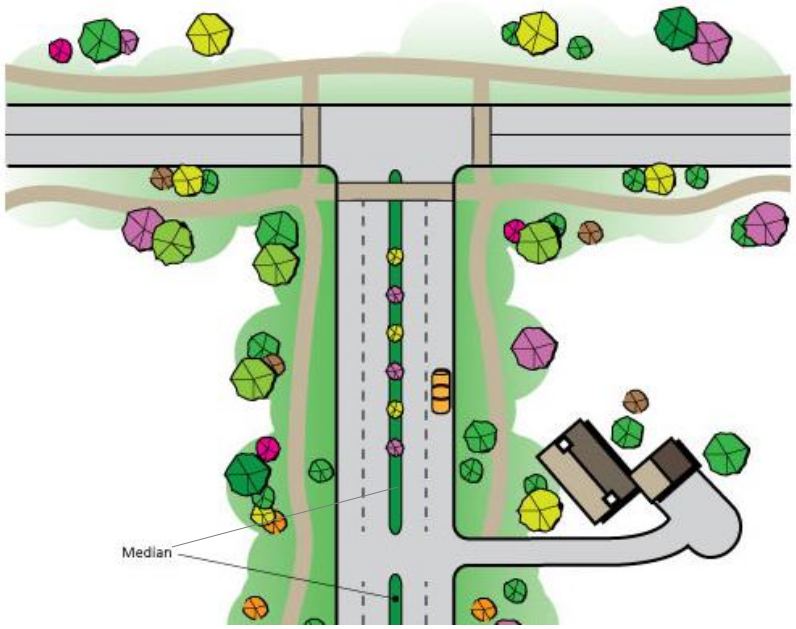
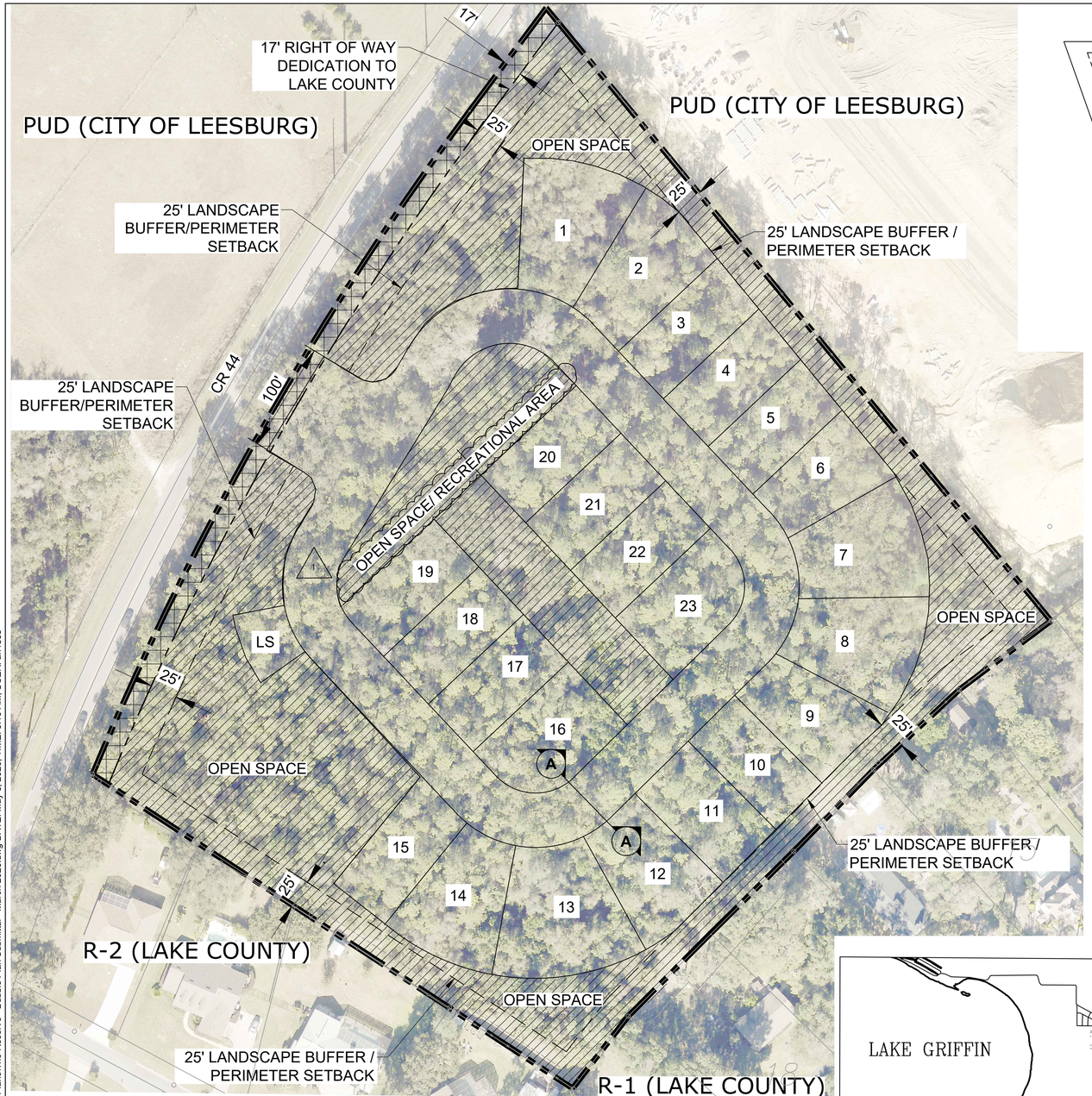
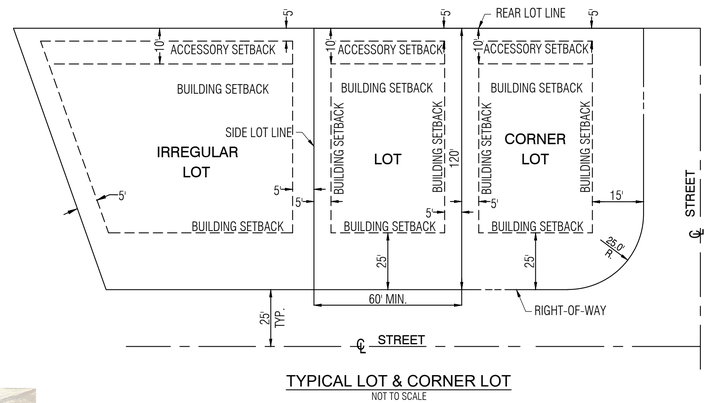


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

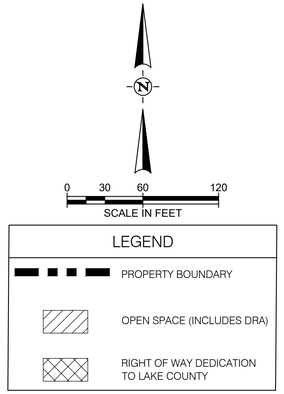
Figure 2 – Planted Divided Boulevard
Example Source Courtesy of District Works
https://districtworks.city/landscaping-and-groundskeeping/

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





TYPICAL LOT & CORNER LOT
NOT TO SCALE



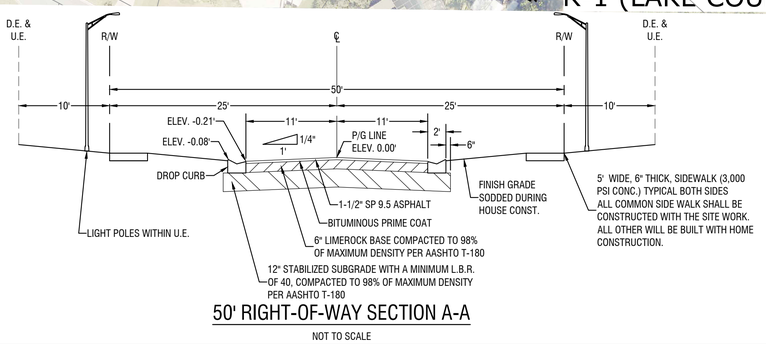
GENERAL NOTES:

1. THE PUD PLAN WILL BE USED AS A GUIDE FOR THE DEVELOPMENT OF THIS PROPERTY. REVISIONS BASED UPON PHYSICAL FEATURES OF THE SITE AND MARKET CONDITIONS MAY BE WARRANTED THROUGHOUT THE DEVELOPMENT TIMELINE OF THIS PROPERTY. HOWEVER, THE GENERAL LAYOUT OF ROADS, DEVELOPMENT AND OPEN SPACE (INDLUDING DRA) SHOWN ON THE PUD PLAN WILL BE FOLLOWED.
2. THE PROPERTY DOES NOT CONTAIN ANY LAND WITHIN A FLOOD PLAIN, AS DETERMINED BY FEMA FIRM MAPS 12069C0330E, 12069C0331E, AND 12069C0333E DATED DECEMBER 18TH, 2012.
3. ALL COMMON AREAS WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION
4. ALL ROADS AND UTILITIES WITHIN THIS DEVELOPMENT WILL BE DEDICATED TO THE PUBLIC.
5. THERE ARE NO WETLANDS ONSITE.
6. THE IMPERVIOUS SURFACE RATIO FOR THIS PUD IS 65% FOR THE OVERALL DEVELOPMENT AND PER LOT.

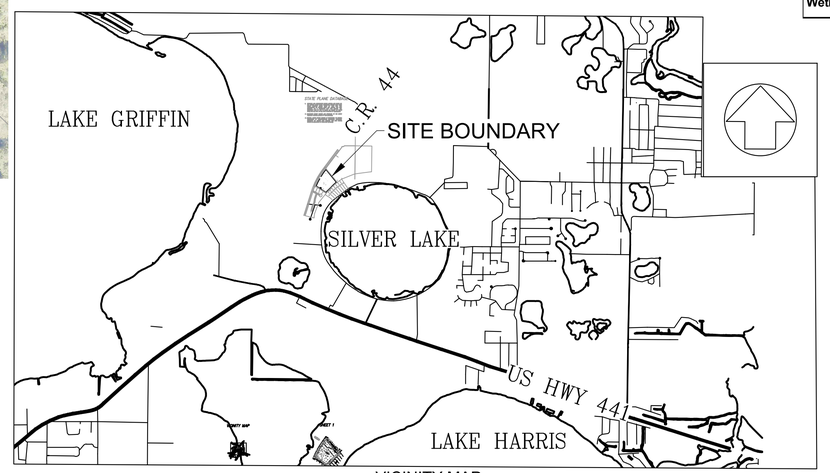
2

THE RESERVE SITE DATA TABLE		
Site Area	· Total Project Area: 10.24 AC · Uplands: 10.24 AC · Wetlands: 0.00 AC · Right-of-Way Dedication: 0.31 AC · Net Site Area: 10.24 AC - 0.31 AC = 9.97 AC	
Parcel ID #	01-19-25-0500-019-00200	
Alternate Key #	1273536	
	Existing	**Proposed**
Future Land Use Plan Category	Urban Low (Lake County)	PUD (City of Leesburg)
Zoning Category	R-1 & R-3 (Lake County)	PUD (City of Leesburg)
Residential Density	4 DU/AC (Lake County)	2.5 DU/AC (City of Leesburg)
Proposed PUD Development		
Proposed Development	23 Residential Units · 60' minimum Single Family Detached Lots (23 DUs)	
Residential Recreational Area	Required Per Unit: 200 SF Required for Project: 0.11 AC. MIN.	Recreation Area: Provided: · Pocket Park: 0.11 AC
Open Space	Required: 35% of Site Required for Project: 3.49 AC	Open Space Areas: · Total Open Space Provided = 3.49 AC = 35%
Flood Zone	The property is fully located within Flood Zone X on FEMA FIRM Panels 12069C0330E, 12069C0331E, 12069C0333E, dated December 18th,	
Perimeter Buffer	25' Landscape Buffer on All Project Boundaries	
Wetland Buffer	There are no wetlands onsite.	

1



50' RIGHT-OF-WAY SECTION A-A
NOT TO SCALE



VICINITY MAP
SCALE: 1"=3,000'

THE RESERVE RESIDENTIAL DESIGN STANDARDS	
Standard	**Single Family Detached Home**
Minimum Lot Width	60'
Minimum Lot Depth	120'
Minimum Lot Size	7,200 SF
Minimum Habitable Size	1,200 SF
Maximum Height	35'
Setbacks	
· Front – Principal Structure	25'
· Front – Porch (min. width 5' porch)	20'
· Side – Internal Lot	5'
· Side – Corner Lot/Secondary Street	15'
· Rear	18'
· Accessory Structures (under 12' in height)	5'

2

THE RESERVE
CITY OF LEESBURG
GDFSL, LLC
1810 W. KENNEDY BOULEVARD
TAMPA, FL 33606

halff
902 NORTH SINCLAIR AVE.
TAVARES, FL 32778
TEL: (352) 343-8481

REVISION NO	DATE	DESCRIPTION
1	04-22-2026	CITY RAI #1
2	04-30-2026	CITY RAI #2

THE SEAL ORIGINALLY APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:
CHARLES C. HIOTT, P.E. 54813
NAME LICENSE NO.
5/6/2026
DATE
THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:
HALFF
FLA CA 33380 & FL LC 26000645 FL
FIRM / BUSINESS NO. STATE

PROJECT NO.: 62496.001
ISSUED: MARCH 2026
DRAWN BY: JSL
CHECKED BY: SPH
SCALE: 1" = 60'
SHEET TITLE:
PUD PLAN

SHEET 1

FILE NAME: A:\62000s\62496\001\LD\CADD\Sheets\Conceptual Plans\The Reserve - Bubble Plan Submittal - March 2026.dwg DATE: May 6, 2026, TIME: 9:10 AM, USER: ah4855

Extended Aerial

Planning & Zoning Department

N

0 385 770 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Aerial

Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Zoning

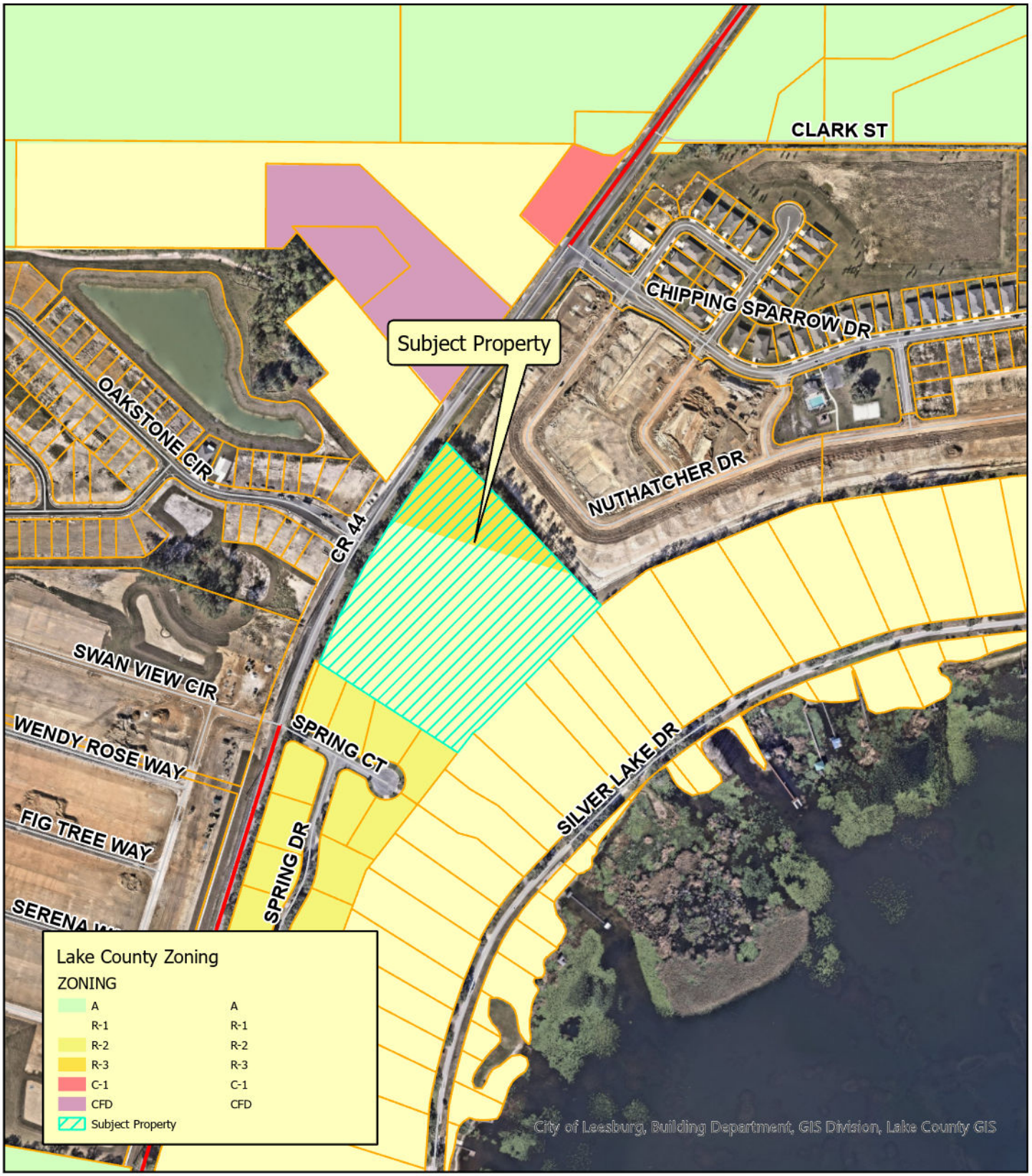
Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Lake County Zoning



Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Proposed Zoning

Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Flood Zone

Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Wetlands

Planning & Zoning Department

N

0 185 370 Feet

Reserve at 44
ANNX-26-955; SSCP-26-956; PUD-26-957
Alternate Key Number 1273536
Section 01 Township 19 S Range 25 E
April 27, 2026

Closeup of Sign on Subject Property on County Road 44.

Looking North along County Road 44 from Subject Property.

Looking East across County Road 44 onto Subject Property.

Looking South along County Road 44.

Looking West across County Road 44 from Subject Property.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: July 27, 2026

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.53 ± acres; and being generally located west of U.S. Highway 27 and south of the Florida Turnpike, lying in Section 7, Township 21 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 4; and providing an effective date. (Perry-Smith ANNX).

Staff Recommendation:
The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of 7.53 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 7.53 +/- acres, generally located west of U.S. Highway 27 and south of the Florida Turnpike, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County A (Agriculture); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is to create a coffee shop, a restaurant, and retail store.

The surrounding zonings are Leesburg SPUD (Small Planned Unit Development) and PUD (Planned Unit Development), and Lake County A (Agriculture) and PUD (Planned Unit Development). Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Small-Scale Comprehensive Plan Amendment, which along with the Small Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on April 16, 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 small 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 7.53 ± ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 4; AND PROVIDING AN EFFECTIVE DATE. (PERRY-SMITH ANNX).

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

Section 1.
Based upon the petition of Perry-Smith Dixon Beale Jr Trustee, 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
That part of Government Lot 4, in Section 7, Township 21 South, Range 25 East, Lake County, Florida, lying West of US Highway 27; Less the South 512.76 feet thereof. Subject to all easements, rights of way and restrictions of record, if any.

Section 2.
All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby 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 27th day of July 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

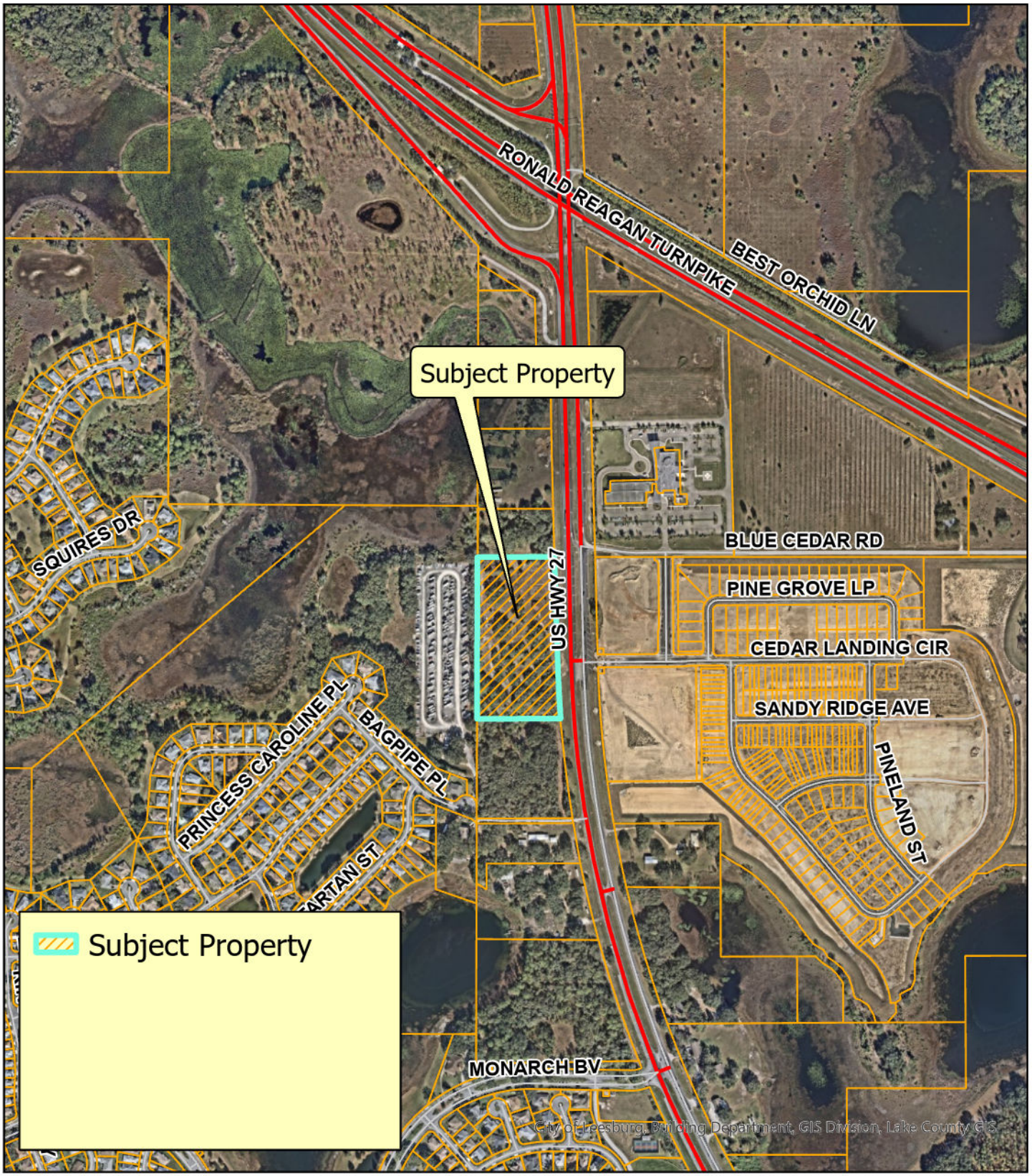
EXHIBIT A
Legal
Description
DIXON BEALE PERRY-SMITH, JR., TRUSTEE
(PERRY-SMITH)

Lake County Florida Parcel ID: 07-21-25-0003-00001600
Alternate Key: 3343131

LEGAL DESCRIPTION

That part of Government Lot 4, in Section 7, Township 21 South, Range 25 East, Lake County, Florida, lying West of US Highway 27; Less the South 512.76 feet thereof. Subject to all easements, rights of way and restrictions of record, if any.

Extended Aerial



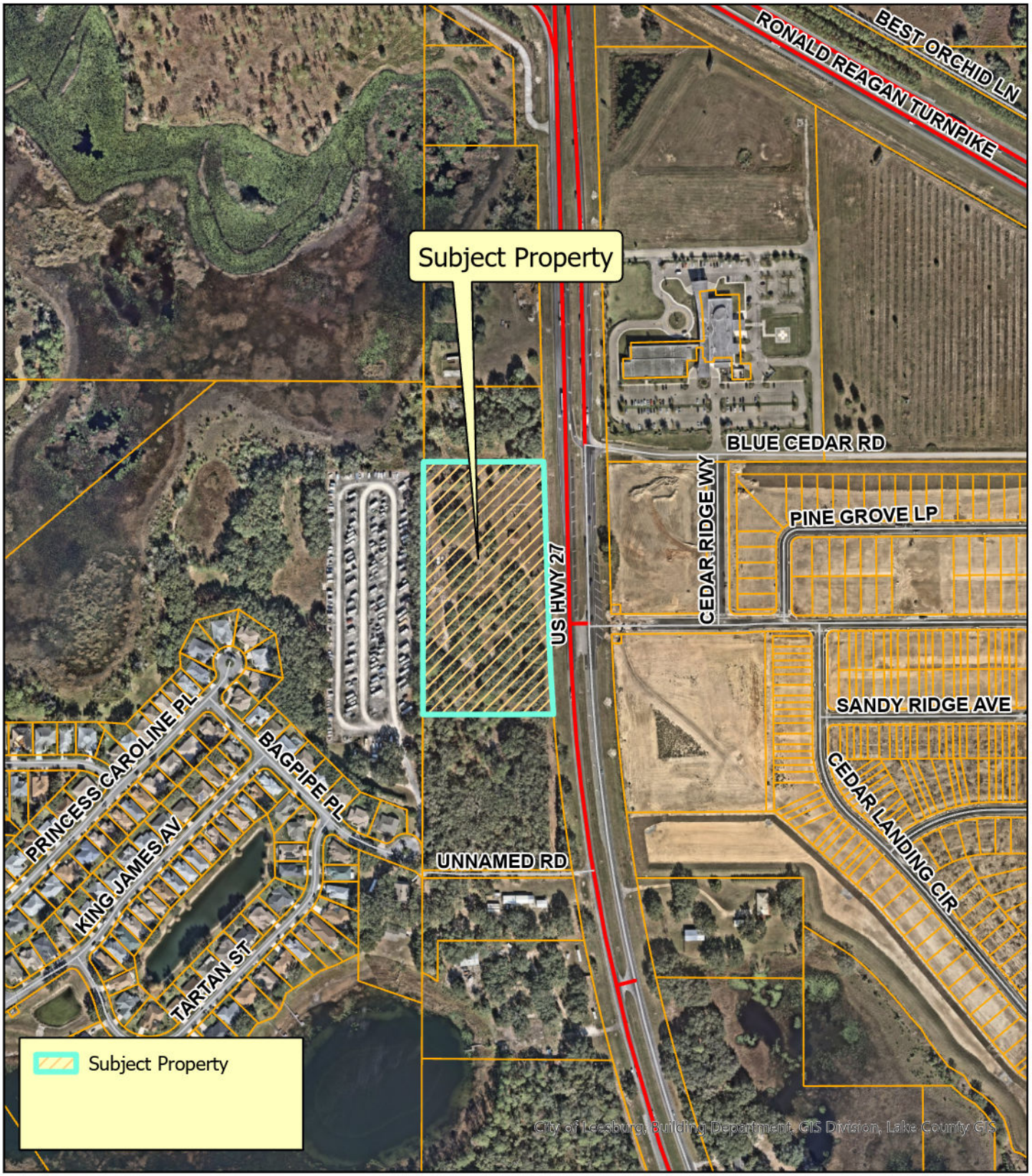
Planning & Zoning Department

N

0 295 590 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Aerial



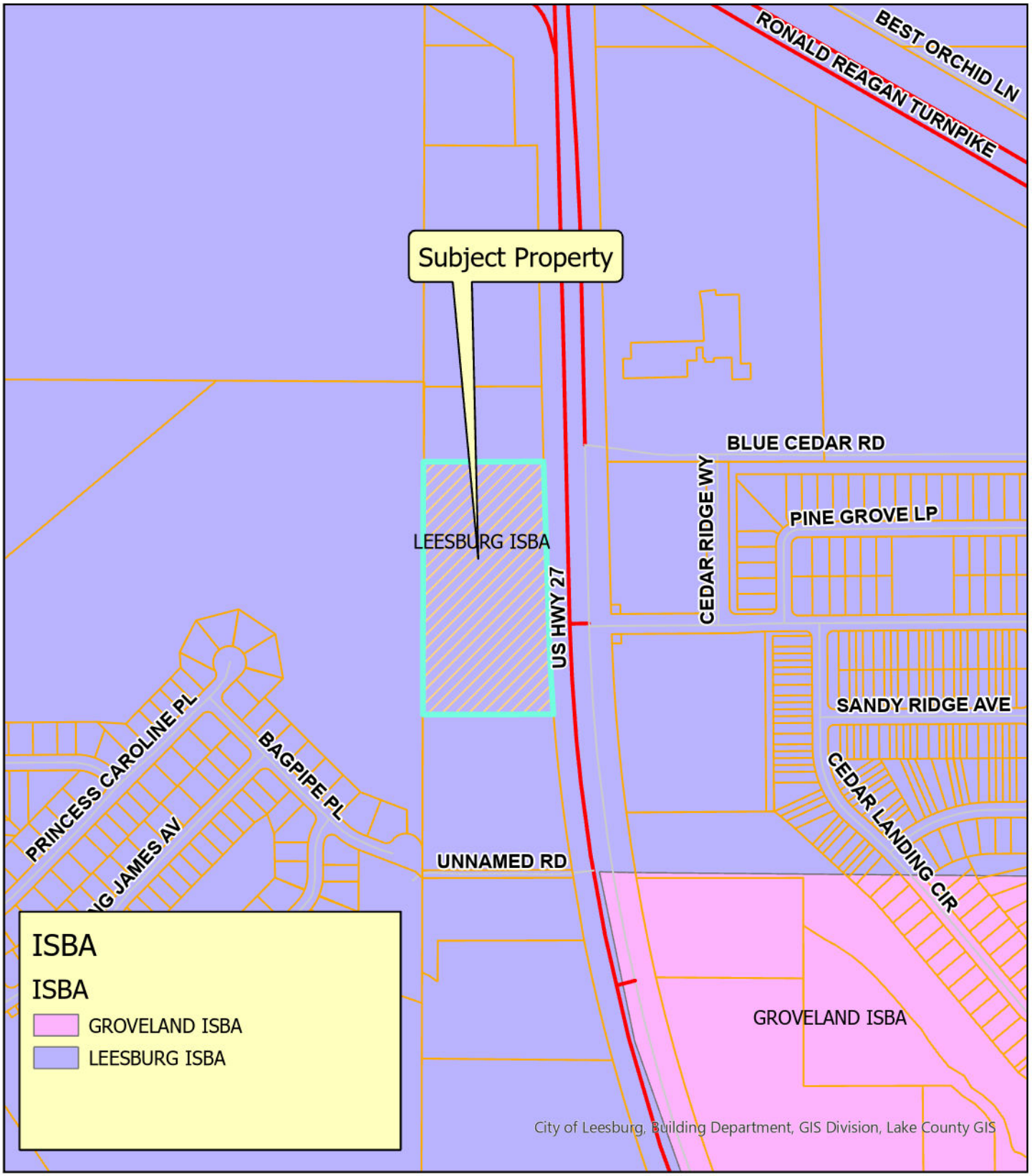
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

ISBA



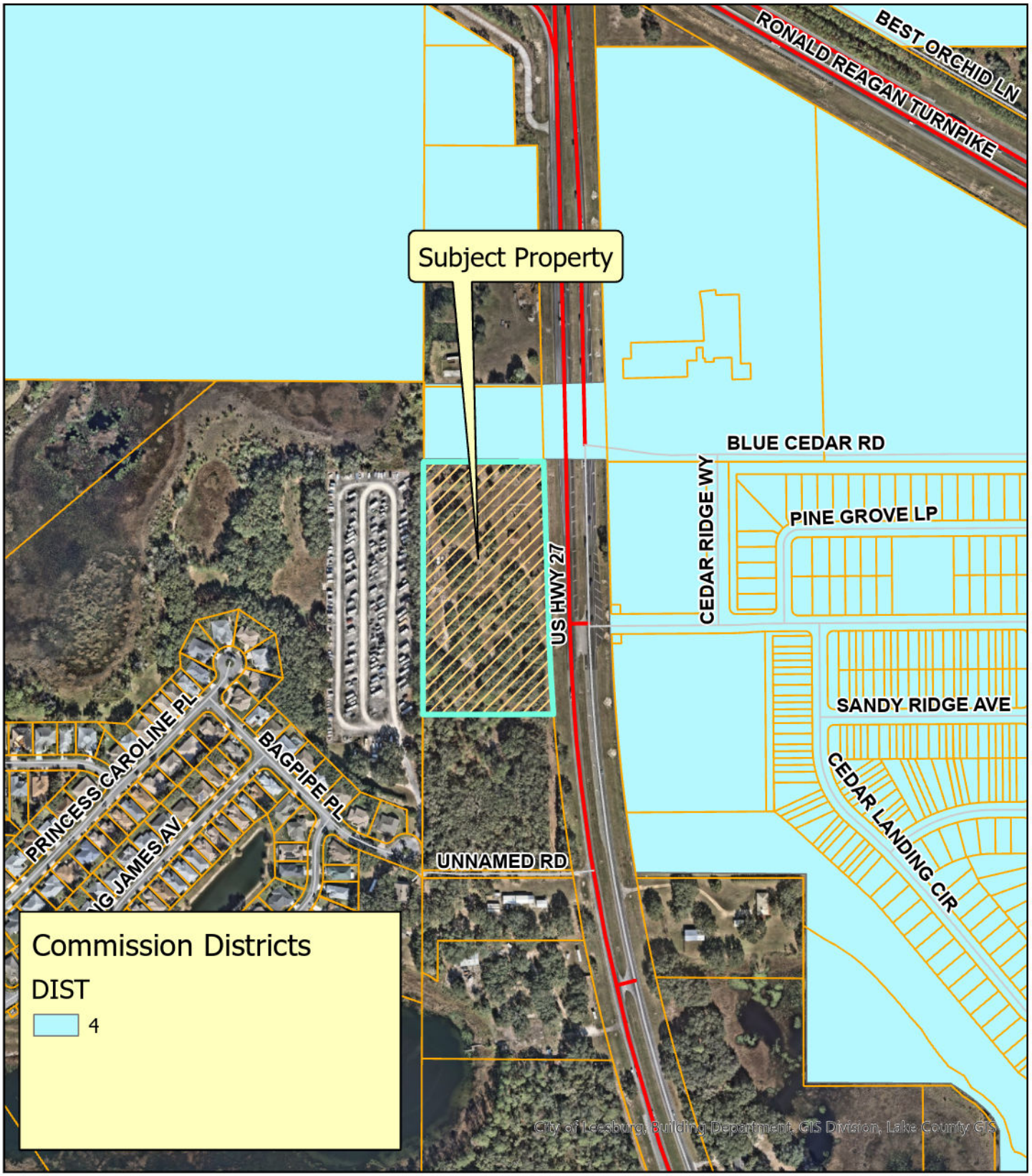
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Commission District



Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: July 27, 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 7.53 ± acres from Lake County Urban Low Density to City of Leesburg General Commercial for a property generally located west of U.S. Highway 27 and south of the Florida Turnpike, as legally described in Section 7, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Perry-Smith SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 7.53 +/- acres from Lake County Urban Low Density to City of Leesburg General Commercial.

Analysis:
The project site is approximately 7.53 +/- acres. The property is generally located west of U.S. Highway 27 and south of the Florida Turnpike. Currently, the property is vacant. The proposed use is for a coffee shop, a restaurant, and retail store.

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

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

The Planning Commission held a public hearing on the application on April 16, 2026, and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg City General Commercial; or

2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact on the City from 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 7.53 ± ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PERRY-SMITH SSCP)

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

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

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

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

The Future Land Use Map is amended by changing the designation of approximately 7.53 +/- acres of land generally located west of U.S. HWY 27 and south of the Florida Turnpike from Lake County Urban Low Density to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 7, Township 21 South, Range 25 East, Lake County Florida;

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

Section 3.
All ordinances or parts of ordinances in conflict 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 27th day of July 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

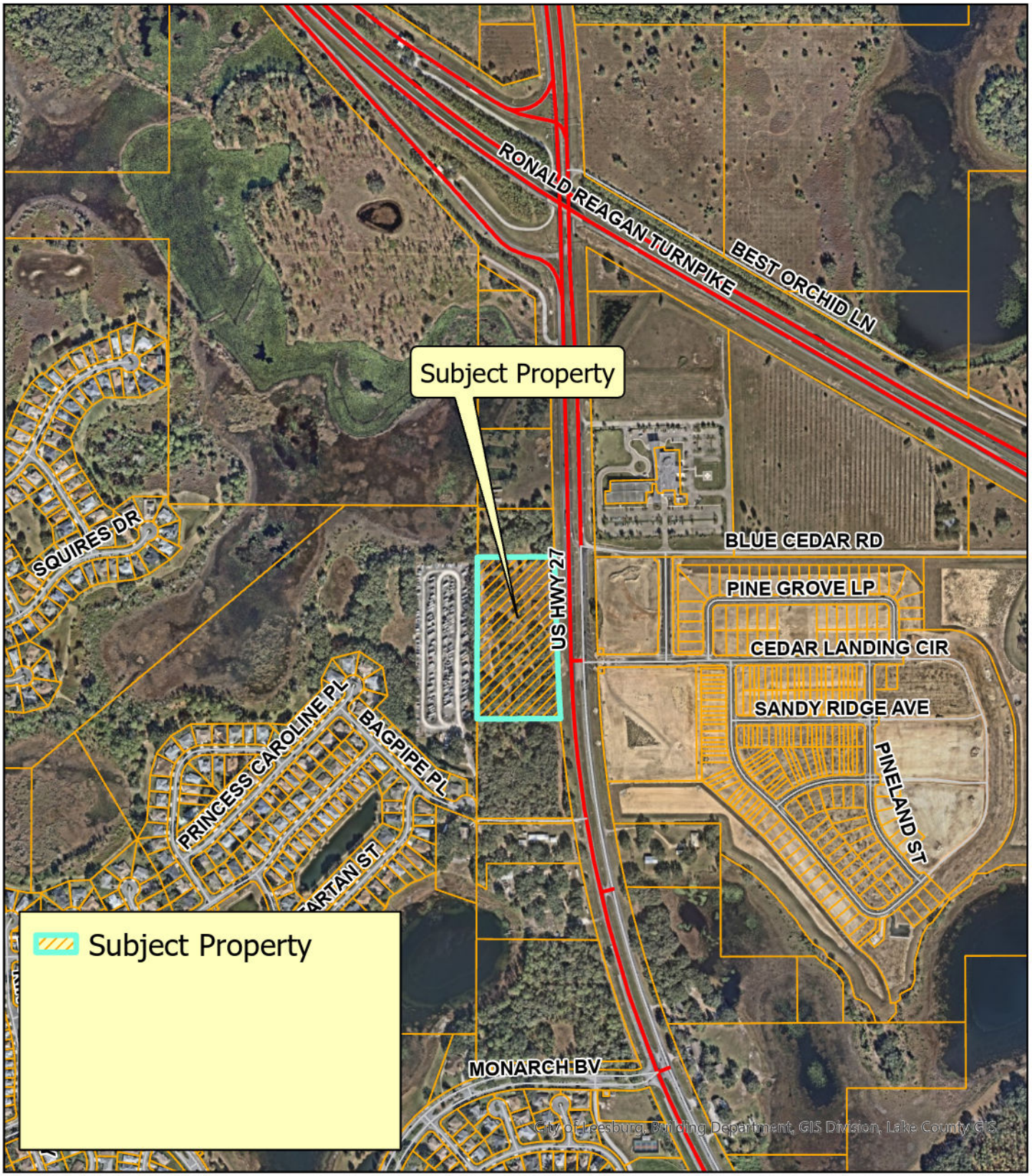
EXHIBIT A
Legal
Description
DIXON BEALE PERRY-SMITH, JR., TRUSTEE
(PERRY-SMITH)

Lake County Florida Parcel ID: 07-21-25-0003-00001600
Alternate Key: 3343131

LEGAL DESCRIPTION

That part of Government Lot 4, in Section 7, Township 21 South, Range 25 East, Lake County, Florida, lying West of US Highway 27; Less the South 512.76 feet thereof. Subject to all easements, rights of way and restrictions of record, if any.

Extended Aerial



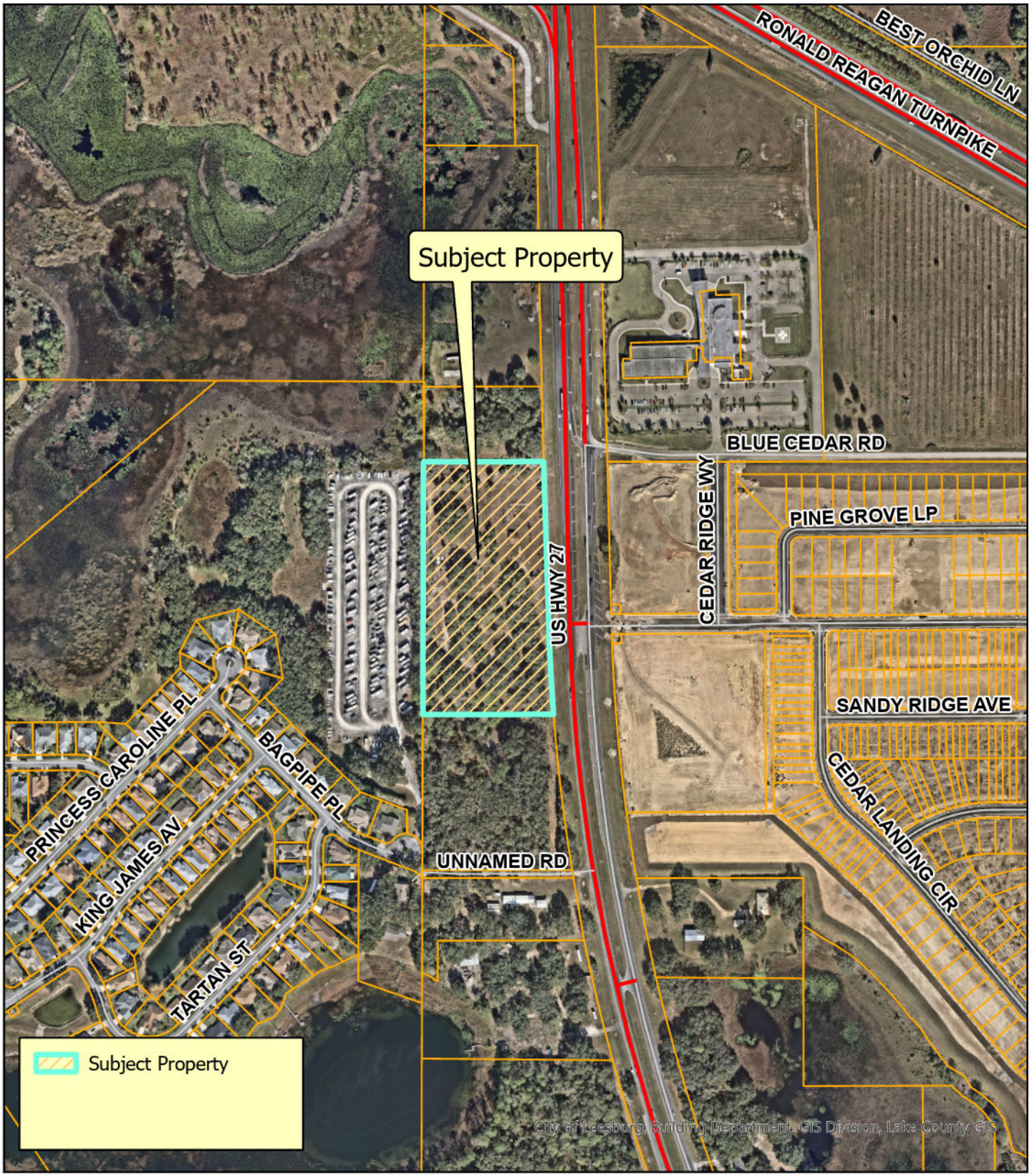
Planning & Zoning Department

N

0 295 590 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Aerial



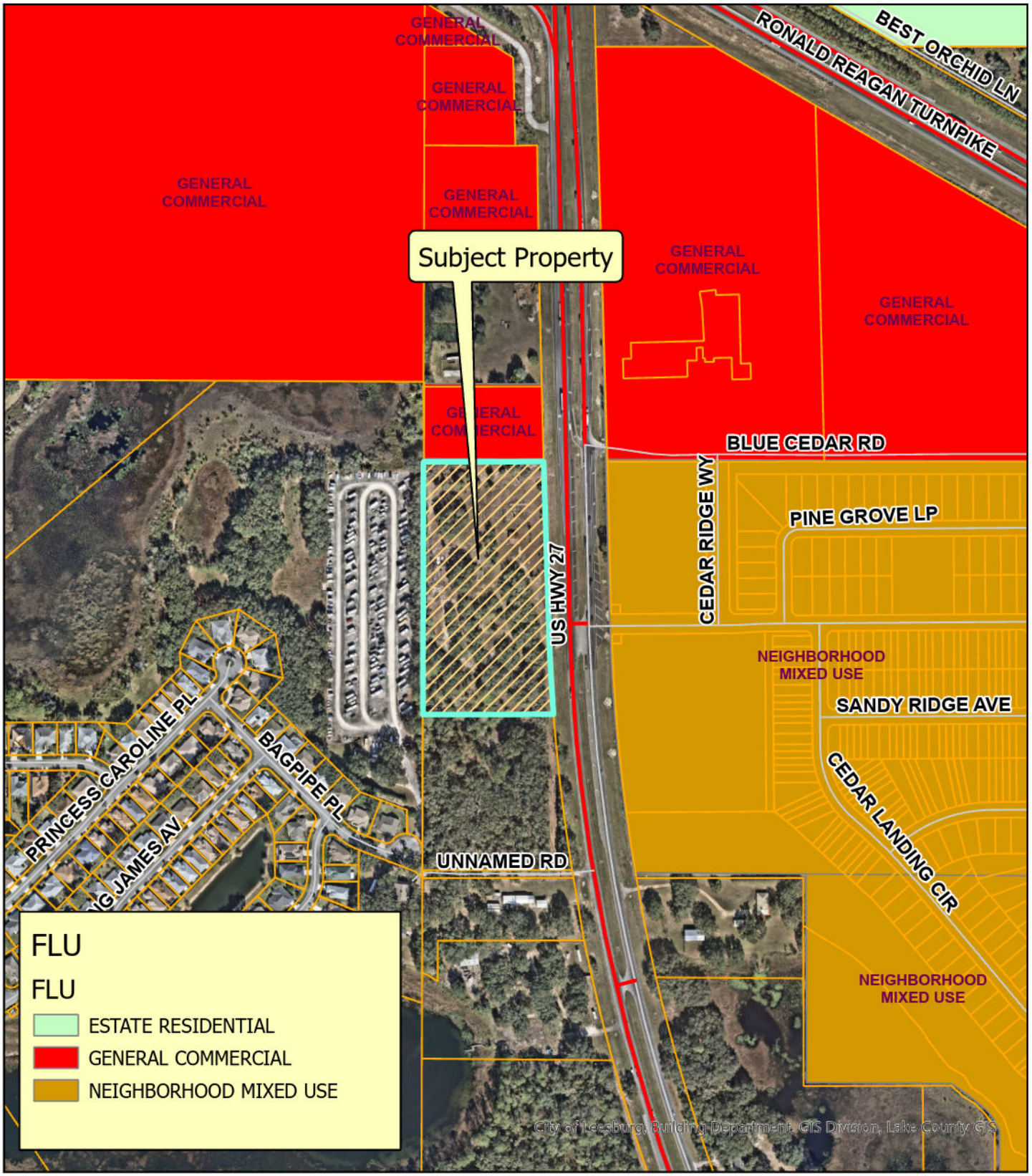
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Future Land Use



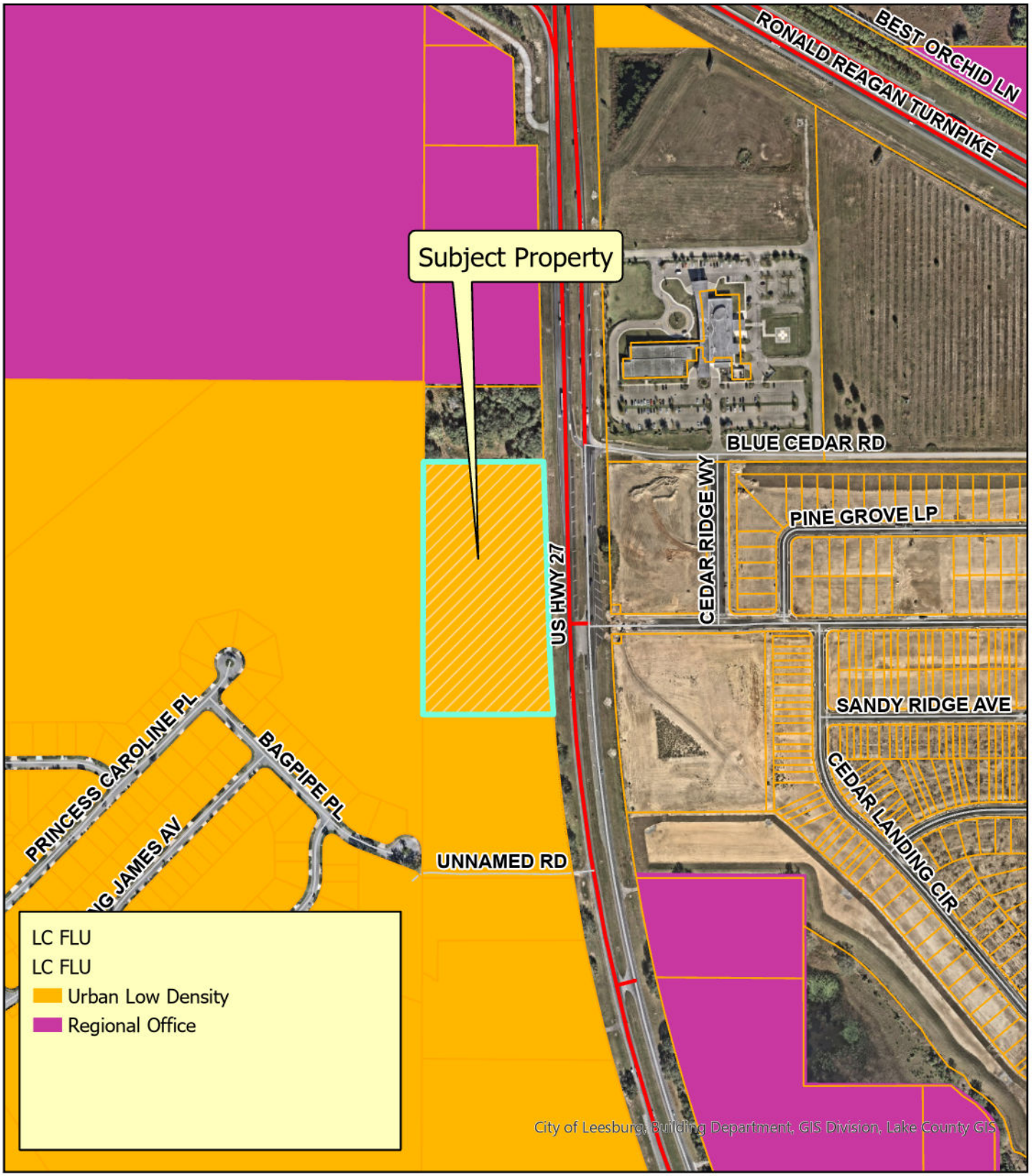
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Lake County Future Land Use



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Perry-Smith
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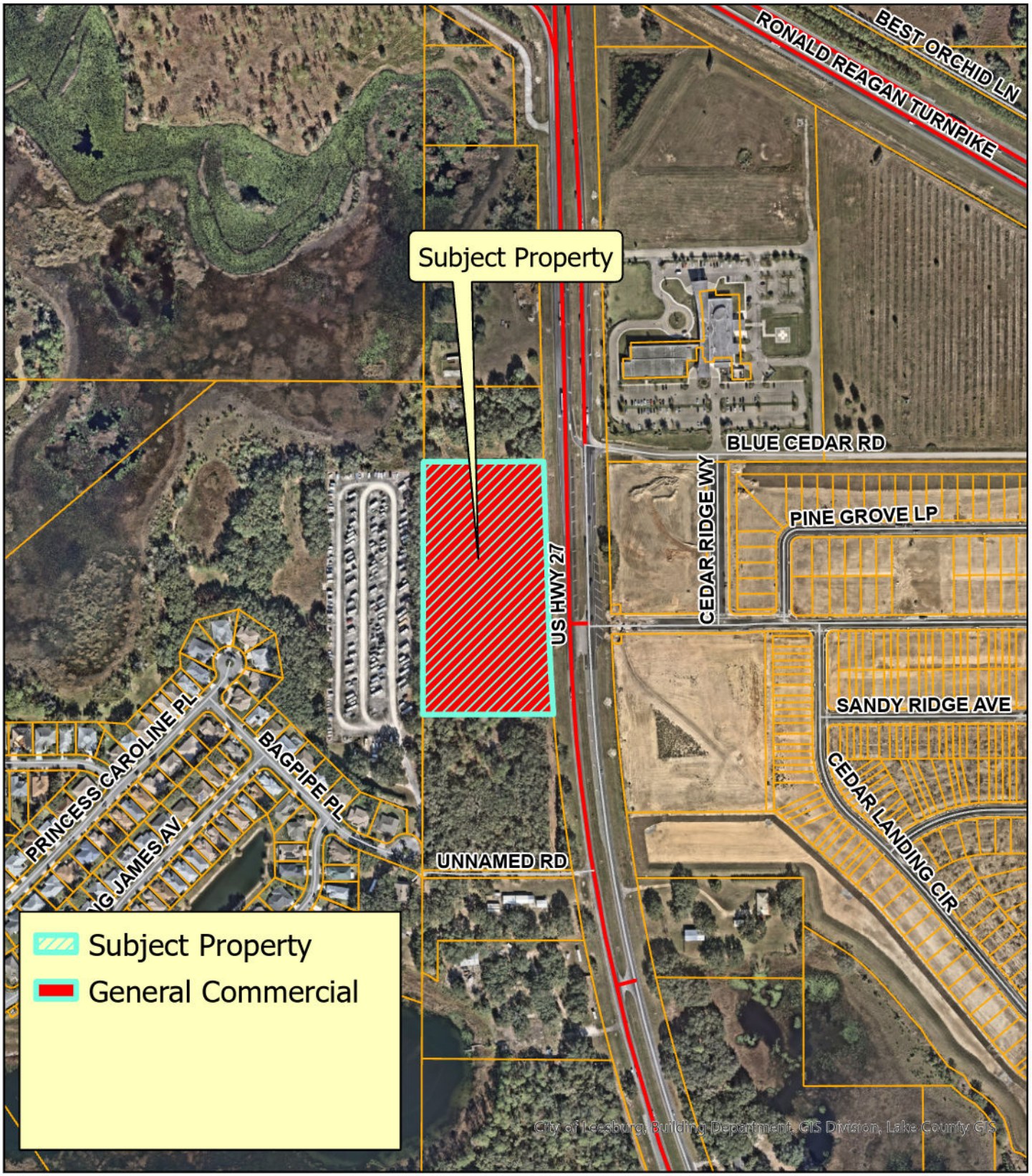
Proposed Future Land Use



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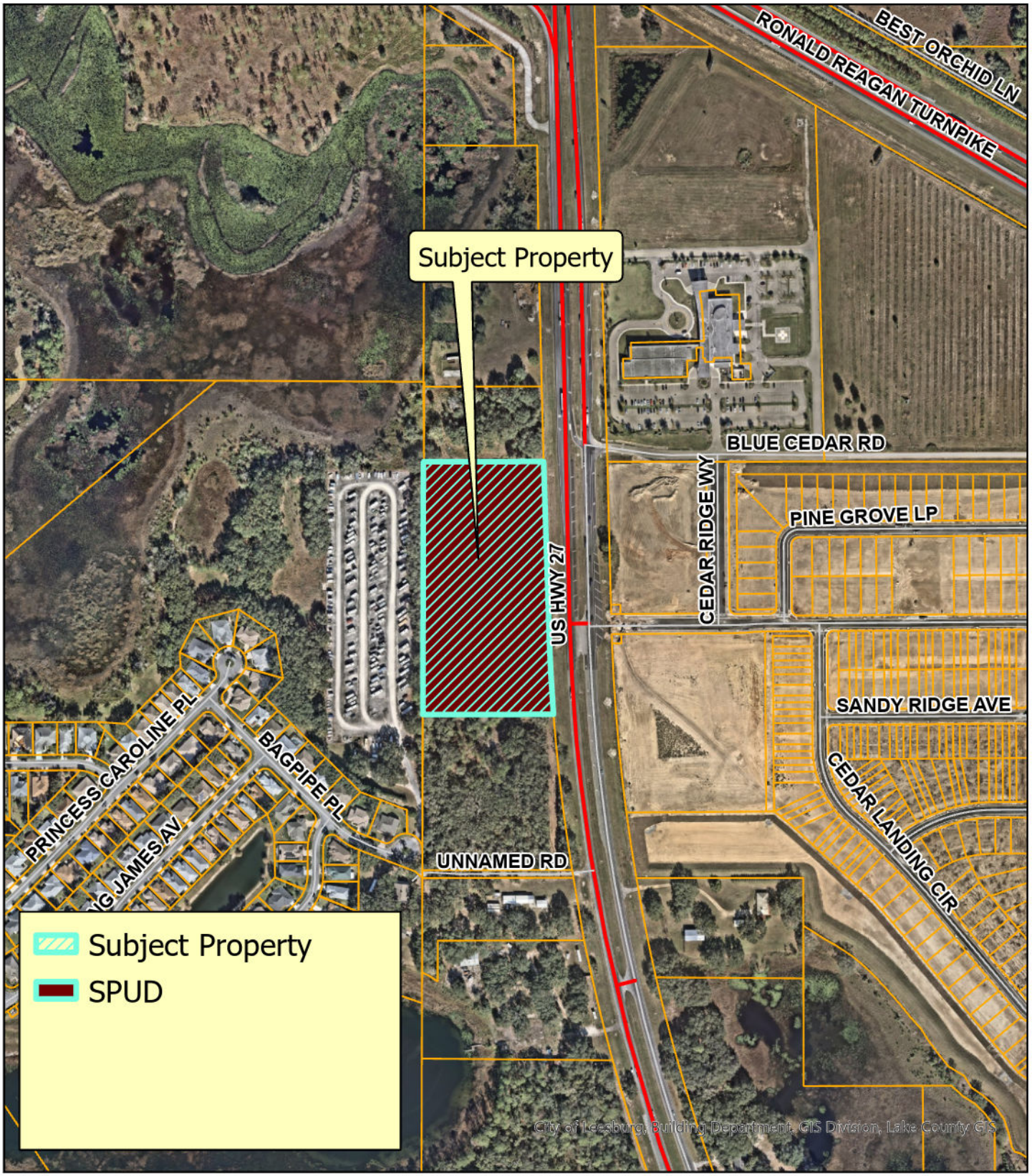
Section 7, Township 21 South, Range 25 East
March 9, 2026

Proposed Zoning



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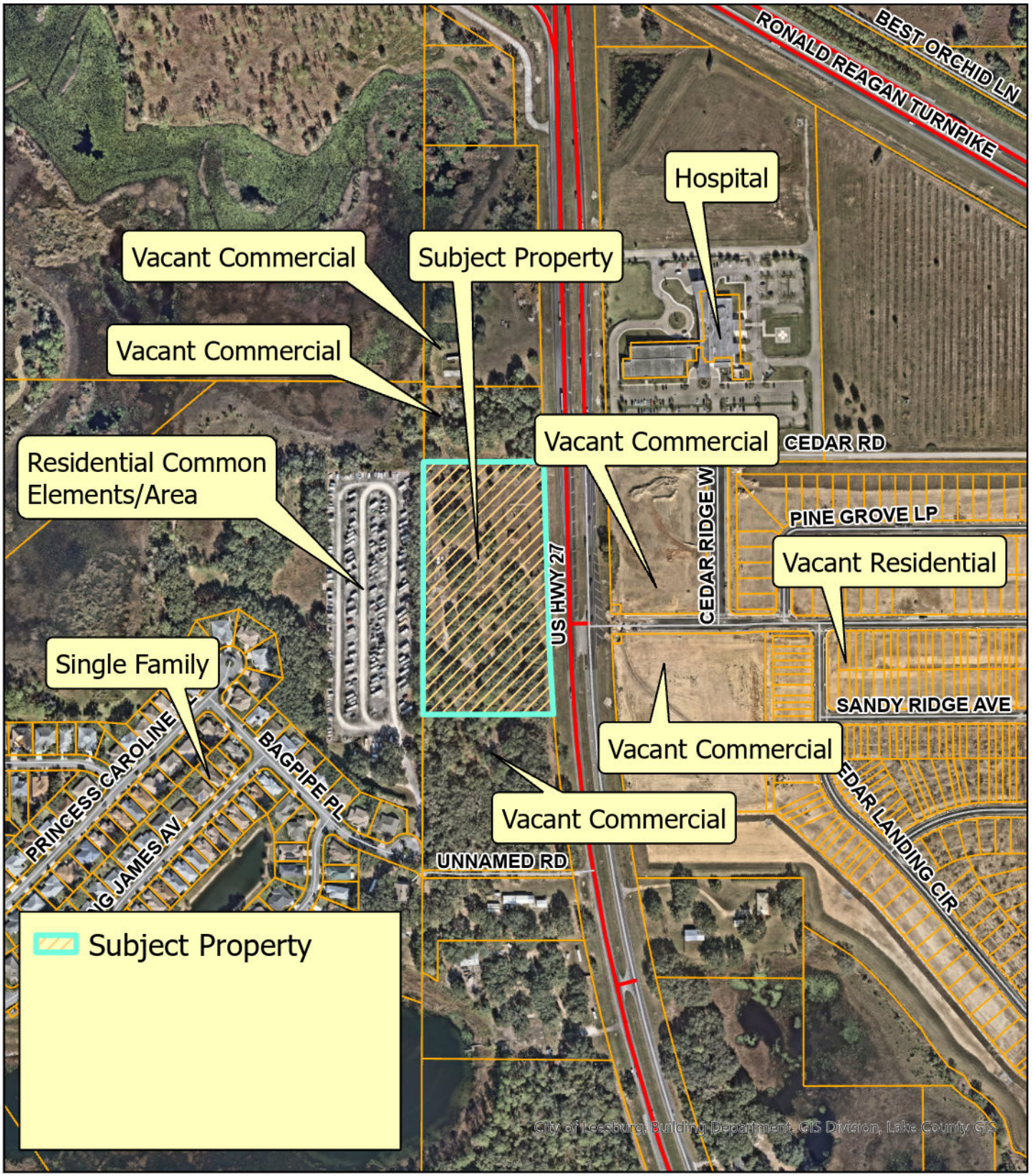
Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Surrounding Land Uses



Planning & Zoning Department

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0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

SIGN POSTING PHOTOS **SPUD-26-879 Perry-Smith**
Posted on 04/03/2026

Closeup of Sign on Subject Property on US Highway 27.

Looking North along US Highway 27from Subject Property

SIGN POSTING PHOTOS **SPUD-26-879 Perry-Smith**
Posted on 04/03/2026

Looking East across US Highway 27 from Subject Property

Looking South along US Highway 27 from Subject Property

SIGN POSTING PHOTOS **SPUD-26-879 Perry-Smith**
Posted on 04/03/2026

Looking West onto Subject Property from US Highway 27

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: July 27, 2026

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

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 7.53 ± acres, from Lake County A (Agriculture) to City SPUD (Small Planned Unit Development), to allow commercial and office development on property generally located west of U.S. Highway 27 and south of the Florida Turnpike, as legally described in Section 7, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Perry-Smith SPUD)

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 SPUD (Small Planned Unit Development) to allow for a coffee shop, restaurant, and retail store.

Analysis:
The project site is approximately 7.53 +/- acres, and is generally located west of U.S. Highway 27 and south of the Florida Turnpike as shown on the attached maps. At this time, the property is vacant. The proposal will allow for coffee shop, restaurant, and retail store. The existing land uses surrounding the property are Lake County Vacant Commercial and Single Family and City of Leesburg Vacant Commercial and Residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on April 16, 2026, and recommended approval.

Procurement Analysis:
N/A

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

Fiscal Impact:
New development on this site will create a small positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 7.53 ± ACRES, FROM LAKE COUNTY A (AGRICULTURE) TO CITY SPUD (SMALL PLANNED UNIT DEVELOPMENT), TO ALLOW COMMERCIAL AND OFFICE DEVELOPMENT ON PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND SOUTH OF THE FLORIDA TURNPIKE, AS LEGALLY DESCRIBED IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PERRY-SMITH SPUD)

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

Section 1.
Based upon the petition of Perry-Smith Dixon Beale Jr, Trustee 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 SPUD (Small Planned Unit Development), to-wit:

Legal Description
That part of Government Lot 4, in Section 7, Township 21 South, Range 25 East, Lake County, Florida, lying West of U.S. Highway 27; Less the South 512.76 feet thereof. Subject to all easements, rights of way and restrictions of record, if any.

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 27th day of July 2026.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
Legal
Description
DIXON BEALE PERRY-SMITH, JR., TRUSTEE
(PERRY-SMITH)

Lake County Florida Parcel ID: 07-21-25-0003-00001600
Alternate Key: 3343131

LEGAL DESCRIPTION

That part of Government Lot 4, in Section 7, Township 21 South, Range 25 East, Lake County, Florida, lying West of US Highway 27; Less the South 512.76 feet thereof. Subject to all easements, rights of way and restrictions of record, if any.

Case #SPUD-26-879 **EXHIBIT A**

PERRY-SMITH SMALL PLANNED DEVELOPMENT
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
April 16, 2026

These Small Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg, Lake County, Florida **to LPG Urban & Regional Planners, LLC, 2250 Classique Lane, Tavares, Florida, 32778 (Michael Rankin, Managing Member - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND
The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed mixed-use development consisting of approximately 7.53 acres, including a coffee shop, a restaurant, and retail stores, generally located west of US Highway 27, north of Monarch Blvd., and south of Cedar Bay Road, on a site within the City of Leesburg in accordance with their SPUD 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
Permission is hereby granted to **LPG Urban & Regional Planners, LLC, 2250 Classique Lane, Tavares, Florida, 32778 (Michael Rankin, Managing Member - Agent)** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION
See attached Exhibit B, Legal Description.

3. LAND USE
The above-described property, containing approximately 7.53 acres, shall be used for commercial development, pursuant to City of Leesburg development codes and standards,

and shall occupy the areas shown on Exhibit C, Conceptual Development Plan, subject to the conditions of this document.

A. Permitted Uses – Commercial Area
   1. General retail sales/services
   2. Restaurants
   3. Pharmacy uses
   4. Medical offices/clinics
   5. Veterinary/Pet care
   6. Professional offices (i.e. registered with state) and general office uses under Sec. 25-284 (7) (b) *Office.*
   7. Coffee shops with or without drive-thru
   8. Day care centers
   9. Fitness centers
   10. Personal services, (i.e. beauty salons, spa, etc., also see prohibited uses)
   11. Other uses may be permitted as reviewed by the Planning & Zoning Director, in writing, which shall follow the C-3 (Highway Commercial) zoning district requirements, as amended, subject to the conditions of this document.
   12. Temporary modular sales center and construction office during construction phase of the commercial pod.

B. Prohibited Uses
   1. Industrial uses
   2. Auto sales/dealership
   3. Tattoo Parlors
   4. Check cashing stores
   5. Adult uses
   6. Internet Café uses
   7. Second hand (thrift) stores
   8. Consignment shops
   9. Pawn shops
   10. Smoke shops
   11. Junk or scrap collection/distribution
   12. Recycling facility
   13. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. COMMERCIAL DEVELOPMENT STANDARDS

A. General
   1. The project shall contain a maximum of 20,000 square feet of commercial uses, as shown on Exhibit C, Conceptual Development Plan. The location of commercial structures and uses may vary within the project, but shall substantially comply with the example as shown on Exhibit C, Conceptual Development Plan.

B. Development standards for commercial properties
   Shall be as shown on the Conceptual Development Plan, Exhibit C, and as follows:

1. Setbacks shall be as follows, measured from property line to vertical wall of the structure
    a. North - 30 feet
    b. South - 30 feet
    c. East - 30 feet (front setback, along U.S. Hwy 27)
    d. West - 30 feet
    e. Between buildings: 20 feet
2. Maximum impervious surface for the commercial area shall be 65%.
3. Minimum distance between structures shall be twenty (20) feet, as measured from building wall to building wall. Roof overhang: shall not exceed forty (40) percent of the distance between the building wall and the property line.
4. Maximum building height: three (3) stories or 45 feet.
5. 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 yard.
6. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development), Exhibit C Conceptual Development Plan, and the zoning conditions set forth herein.

C. Architectural Standards

1. The City of Leesburg, under Ordinance 16-35, adopted Commercial Architectural Standards, now codified under Section 25-360, City of Leesburg Code of Ordinances. This section shall be required for all construction for the subject property.

2. All commercial development shall follow the C-3 (Highway Commercial) development standards except as amended herein.

3. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. With the exception of building height and setbacks, spatial requirements set forth herein for structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

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

7. Architectural facades shall be submitted to staff to review for consistency with the conditions of this SPUD agreement.

6. PARKING

A. General

1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.

2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

3. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of at least one (1) each ten (10) spaces in parking aisles. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover. Landscape islands are to be maintained by a Property Management entity, or other private maintenance designee. Minimum parking standards of the City of Leesburg Code of Ordinances shall apply.

7. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

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

B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this SPUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.

C. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

D. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, and shall be constructed simultaneously with each phase of development. All landscape buffers shall be separate tracts, shall not consist of, nor be part of individually platted lots. Such buffers shall be common areas, and shall be maintained by an entity such as a Property Management Association.

E. Variations to the landscaping and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this SPUD 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. Unless noted otherwise herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B

H. Landscaping around building areas, shall include a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.

I. All buffers along the exterior property lines shall be distinct and separate from the retail and office properties and shall be owned and maintained by Property Owners and Association.

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

K. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the SPUD 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" will also be acceptable.

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 or arborist.

8. SITE ACCESS

A. The project shall have a minimum of one (1) primary access point on U.S. Highway 27, as shown on the Conceptual Development Plan Exhibit C, subject to FDOT and/or Lake County and City of Leesburg approval. This entrance shall be constructed in a "divided boulevard style" (divided roadway with landscaped minimum eight-foot (8) wide median throughout), and shall be constructed in the style shown in Exhibit G, Divided Boulevard Example and Plantings.

B. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
   1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
   2. Prior to completion of the 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 shall be reviewed, as legally prescribed 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 may be amended by staff, subject to site constraints or requirements. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and

connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County, the City of Leesburg, and FDOT. Any additional access points shall be subject to site plan application review process.

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

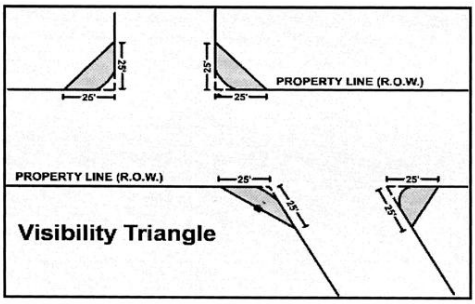
E. Cross access shall be required and shall be provided as needed at the time of development, to allow for connection points between this development and future development of adjacent property.

9. SIGNAGE

A. External Monument Signs
   1. Each separate property/parcel within the development shall be allowed one (1) monument style sign located along U.S. Highway 27. with fully enclosed bases and supports. and shall be allowed as follows:
      a. Max overall height: 20 feet
      b. Max sign area: 80 square feet per side (2 sides)
      c. Fully enclosed base, pursuant to one (1) of the following options:
         i. The sign base shall be no less than ten percent (10%) of the sign height, and be clad in decorative masonry, brick, or stone; or
         ii. The sign base shall feature architectural banding equal to ten percent (10%) of the total sign height, with the remainder of the sign base being stucco or other architecturally compatible material with the primary buildings.
         iii. Base width: minimum 50% of sign area width
         iv. Monument signs shall be located a minimum of ten (10) feet behind the right of way of U.S. Highway 27, and outside of the visibility triangle, as shown in in Section 9, Figure 1.

B. Wayfinding Signs
   1. Wayfinding signs shall be located internal to the development, and shall be allowed as follows:
      (i) Max overall height: 4 feet
      (ii) Max sign area: 6 square feet per side (2 sides)
      (iii) Location minimum 5 feet behind right of way and outside of the visibility triangle, as shown in in Section 9, Figure 1.

Figure 1 – Visibility Triangle



C. Wall signs
   1. Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.

   2. Any signage proposed by the Applicant not addressed herein, shall be pursuant to the City of Leesburg Code of Ordinances, as amended.

D. Alternative designs for signage 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.

E. All signs shall be submitted as a sign package to be reviewed as a separate permit from the site planning process.

10. TRANSPORTATION IMPROVEMENTS

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

B. A traffic/transportation study/analysis shall be submitted for review and determination of any necessary access improvements, including any off-site improvements legally required by the Florida Department of Transportation, 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, City of Leesburg, or FDOT.

D. All roads and paved areas 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 and FDOT 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 pavement within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

H. Sidewalks shall be provided on interior of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and areas. Internal road rights-of-ways shall contain sidewalks as determined by the Development Review Committee. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

I. The terms and requirements of this section shall not be interpreted to preclude or interfere with the creation, provision, extension or development of future rights of way, easements, access points and/or roadways designed for the purposes of increasing access and egress to the property.

11. UTILITIES

A. 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:

1. 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 and the Development Site Plan review process.

B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

C. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

12. 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:

(i) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.

(ii) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

(iii) A responsible legal entity for the maintenance of the stormwater management system prior to the approval of Certificates of Occupancy. A Property Management entity is an acceptable maintenance entity.
1. Such a maintenance entity shall own and maintain all ponds, swales, drains, and other such stormwater management systems, as applicable.
2. All ponds, swales, drains, and other such stormwater management systems, shall be maintained in a manner as to maintain the original function of such a feature.

(iv) The existing 100-year flood plain on the property shall be shown on all plans and lots.

(v) 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.

(vi) 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 0.25 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by the Property Management entity required elsewhere herein.

13. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a Property Management entity. 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 determined under review by the appropriate review agency, i.e. City of Leesburg, St. Johns River Water Management District.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

14. IRRIGATION & WATER USE

A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), as amended, City of Leesburg Code of Ordinances.

15. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping, green space, overflow parking, recreation areas, buffers, trails, and drainage shall be the responsibility of the property owner.

B. A Property Management entity shall serve as an appropriate entity for all common properties within the development. Said entity shall be responsible for the management of all common areas, including but not limited to the entryway landscaping, buffers, medians, green spaces and recreation areas.

16. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions, Exhibit A, herein, and Conceptual Development Plan, Exhibit C. Changes to the development conditions or conceptual plan, other than those conditions described in these SPUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, each approved plan phase shall contain only those portions of the development approved under the Site Plan Review Process, i.e. each phase approved shall match each phase submitted for site plan review.

C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the

SPUD expires, the Property shall be governed by the zoning regulations applicable to the C-3 (Highway Commercial) zoning district.

D. In any event that a conflict may arise between the written conditions of this SPUD document and the Conceptual Site Plan, as shown in Exhibit C, the written language herein shall prevail.

17. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Small 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 SPUD 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 Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

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

F. These conditions of approval shall be recited within the site plan and construction plan submittals.

18. 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/or building permits) shall be granted for a 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.

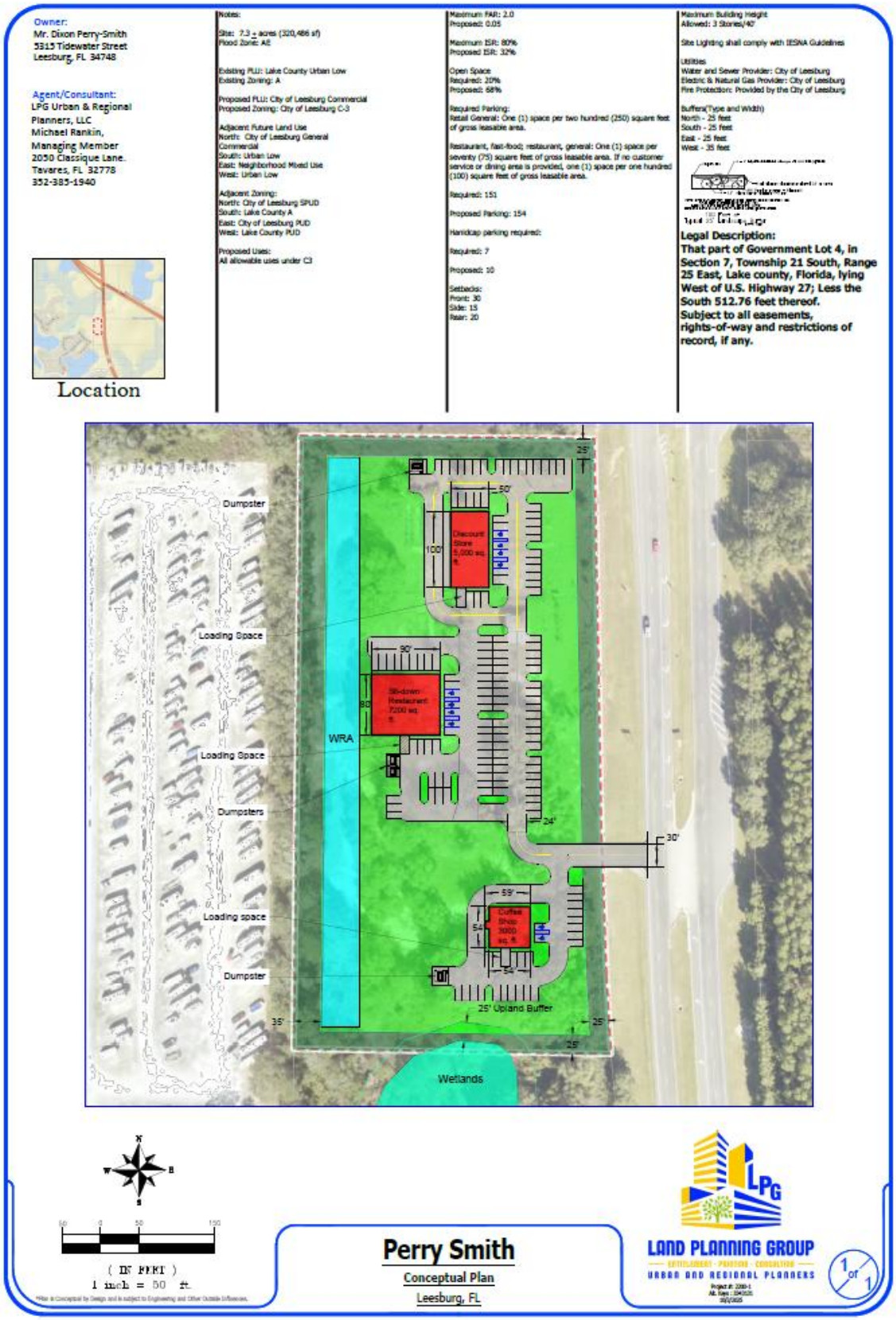
2. Commitment of Capacity
    a. There are no previous commitments of any existing or planned excess capacity for this property.

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

LEGAL DESCRIPTION **EXHIBIT B**
(provided by applicant, from site plan)

LEGAL DESCRIPTION

That part of Government Lot 4, in Section 7, Township 21 South, Range 25 East, Lake County, Florida, lying West of US Highway 27; Less the South 512.76 feet thereof. Subject to all easements, rights of way and restrictions of record, if any.


Owner:
Mr. Dixon Perry-Smith
3315 Tidewater Street
Leesburg, FL 34748
Agent/Consultant:
LPG Urban & Regional Planners, LLC
Michael Rankin, Managing Member
2050 Classique Lane.
Tavares, FL 32778
352-385-1940
Location
Notes:
Site: 7.3 ± acres (320,486 sf)
Flood Zone: AE
Existing FLU: Lake County Urban Low
Existing Zoning: A
Proposed FLU: City of Leesburg Commercial
Proposed Zoning: City of Leesburg C-3
Adjacent Future Land Use
North: City of Leesburg General Commercial
South: Urban Low
East: Neighborhood Mixed Use
West: Urban Low
Adjacent Zoning:
North: City of Leesburg SPUD
South: Lake County A
East: City of Leesburg PUD
West: Lake County PUD
Proposed Uses:
All allowable uses under C3
Maximum FAR: 2.0
Proposed: 0.05
Maximum ISR: 80%
Proposed ISR: 32%
Open Space
Required: 20%
Proposed: 68%
Required Parking:
Retail General: One (1) space per two hundred (250) square feet of gross leasable area.
Restaurant, fast-food; restaurant, general: One (1) space per seventy (75) square feet of gross leasable area. If no customer service or dining area is provided, one (1) space per one hundred (100) square feet of gross leasable area.
Required: 151
Proposed Parking: 154
Handicap parking required:
Required: 7
Proposed: 10
Setbacks:
Front: 30
Side: 15
Rear: 20
Maximum Building Height
Allowed: 3 Stories/40'
Site Lighting shall comply with IESNA Guidelines
Utilities
Water and Sewer Provider: City of Leesburg
Electric & Natural Gas Provider: City of Leesburg
Fire Protection: Provided by the City of Leesburg
Buffers(Type and Width)
North - 25 feet
South - 25 feet
East - 25 feet
West - 35 feet
Legal Description:
That part of Government Lot 4, in Section 7, Township 21 South, Range 25 East, Lake county, Florida, lying West of U.S. Highway 27; Less the South 512.76 feet thereof.
Subject to all easements, rights-of-way and restrictions of record, if any.
Dumpster
Loading Space
Loading Space
Dumpsters
Loading space
Dumpster
WRA
Discount Store 5,000 sq. ft
Sit-down Restaurant 7200 sq. ft
Coffee Shop 3000 sq. ft
25' Upland Buffer
Wetlands
(IN FEET)
1 inch = 50 ft.
Perry Smith
Conceptual Plan
Leesburg, FL
LAND PLANNING GROUP
URBAN AND REGIONAL PLANNERS
1 of 1

Examples of Acceptable / Unacceptable Lighting Fixtures

Figure 1 – Earth tone vinyl fence with decorative cap element on end panel posts

Example Source Courtesy of Bespoke Fence

https://bespokefence.com/products/vinyl-fences/

Figure 2A - Aluminum rail fence with brick-style monument columns

Example Source Courtesy of Byron Fence

https://www.byronfence.com/commercial-fence

Figure 2B - Aluminum rail fence with stone-style monument columns

Example Source Courtesy of Decoratedlife.com

https://decoratedlife.com/stunning-aluminum-fence-ideas/

Figure 3 – Split rail fence with monument column features

Example Source Courtesy of Fence & Deck Supply

https://www.fenceanddecksupply.com/wp-content/uploads/2014/04/FDS-Mini-Product-Catalog-2014-EMAIL.pdf

Figure 4– Opaque Wall with monument column features

Example Source Courtesy of Houzz

https://www.houzz.com/discussions/1425465/help-choose-retaining-wall-material

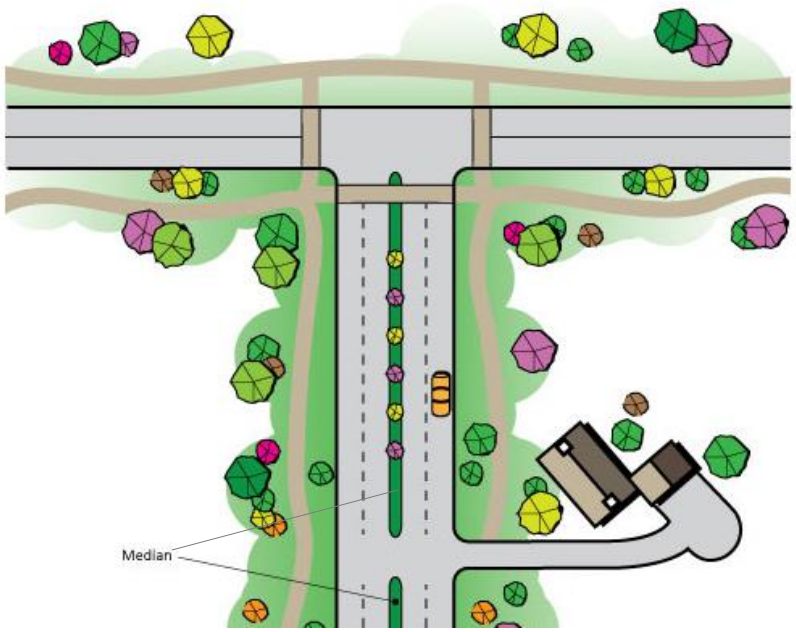
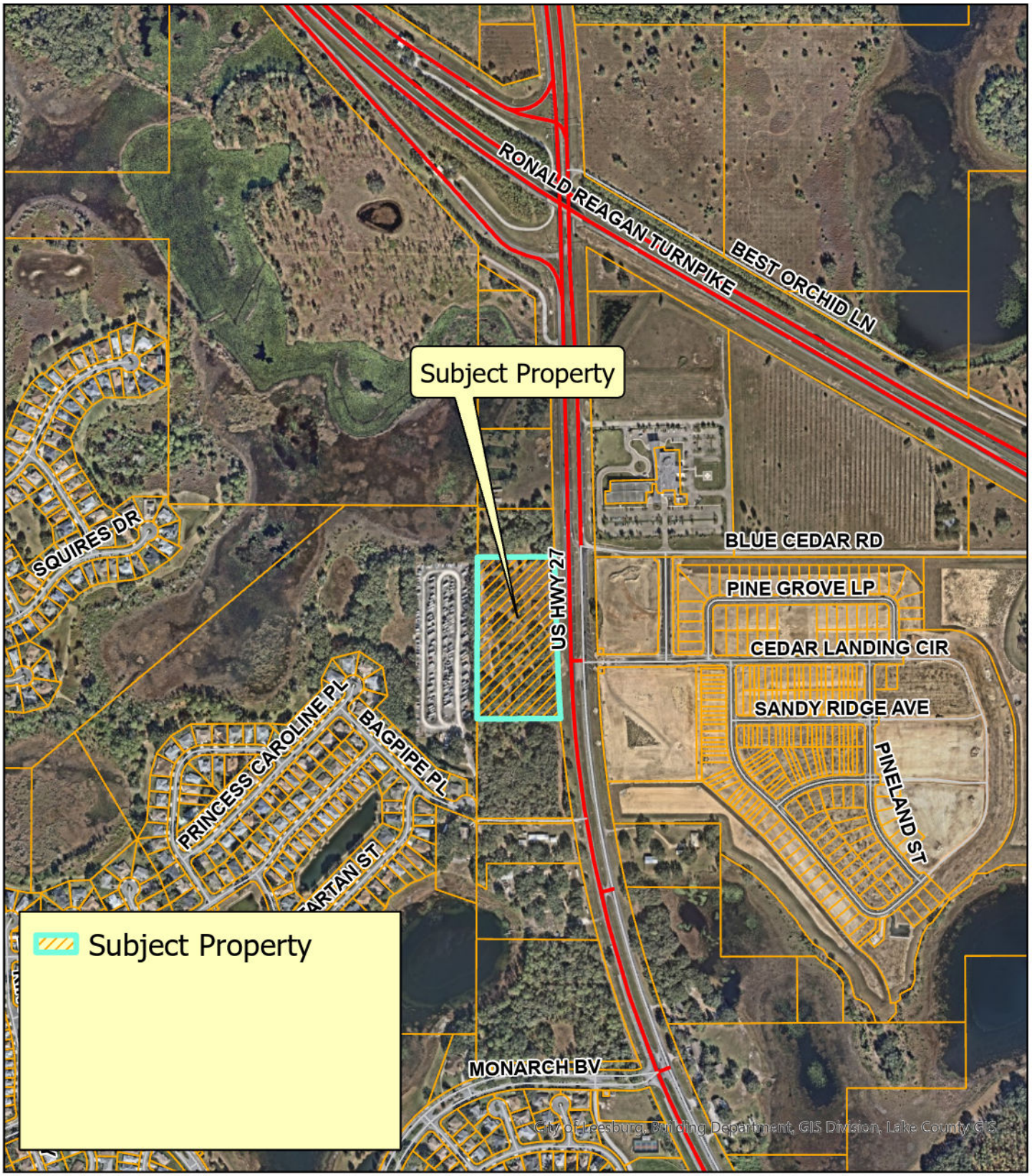


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

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



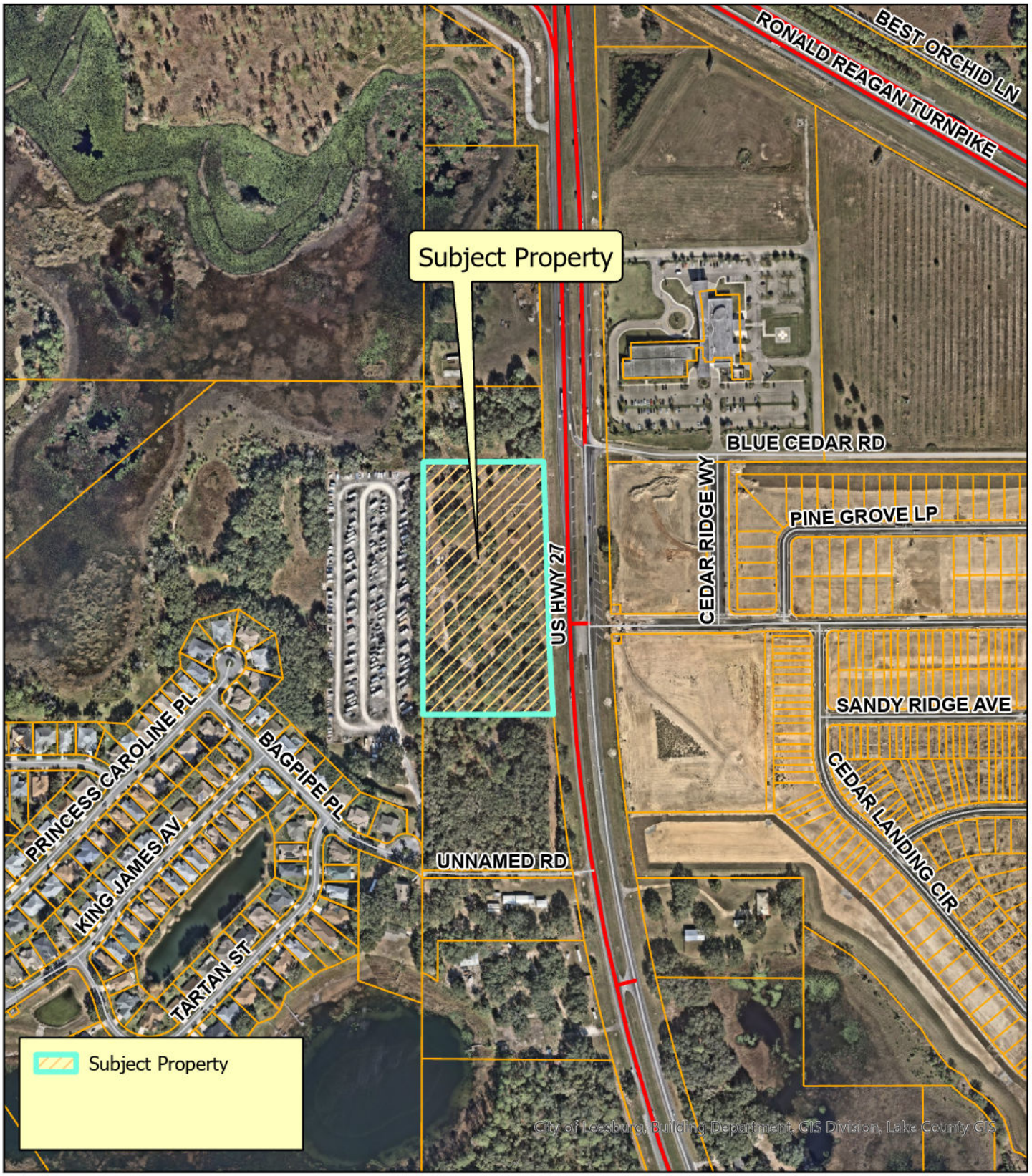
Planning & Zoning Department

N

0 295 590 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Aerial



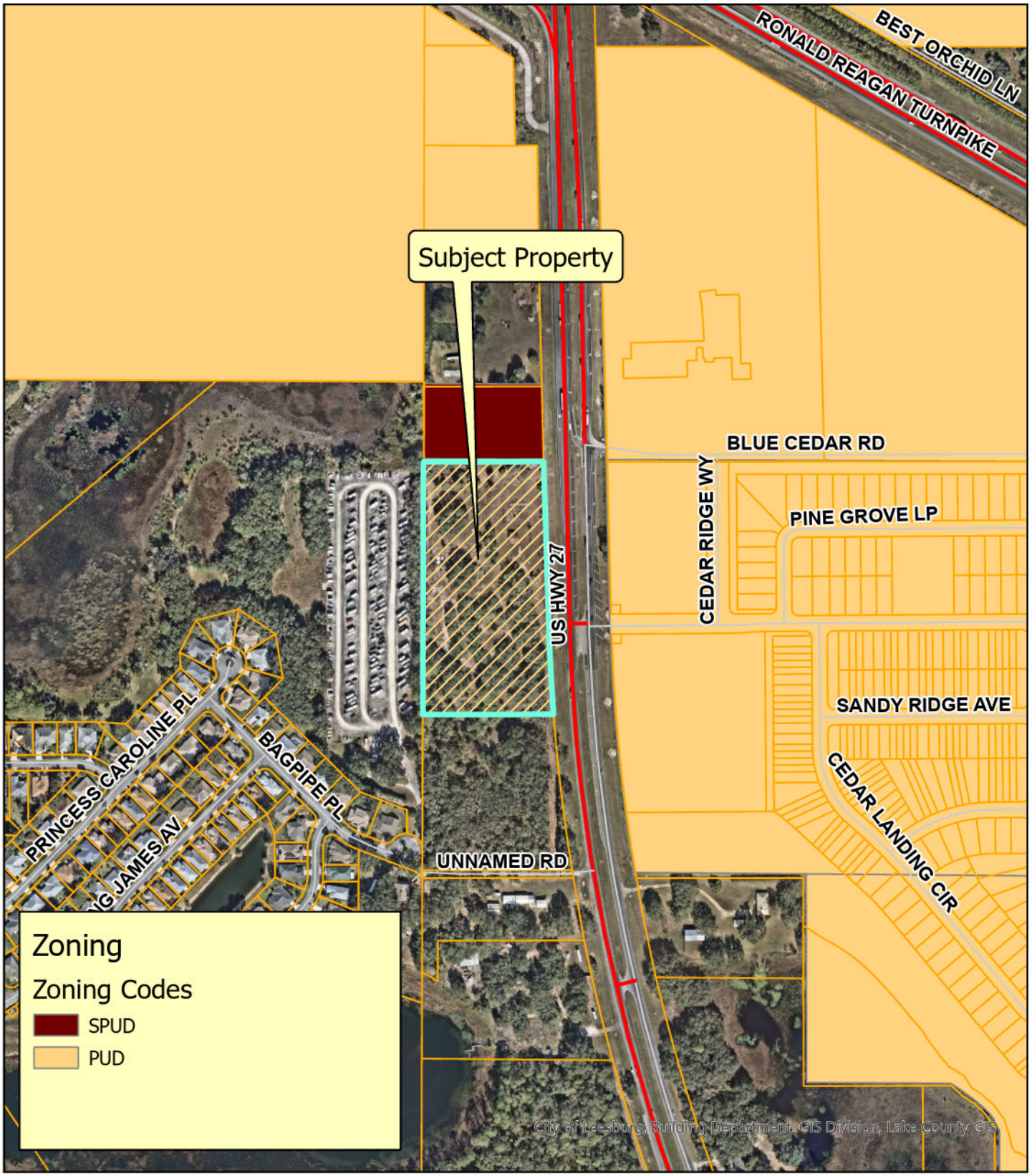
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Zoning



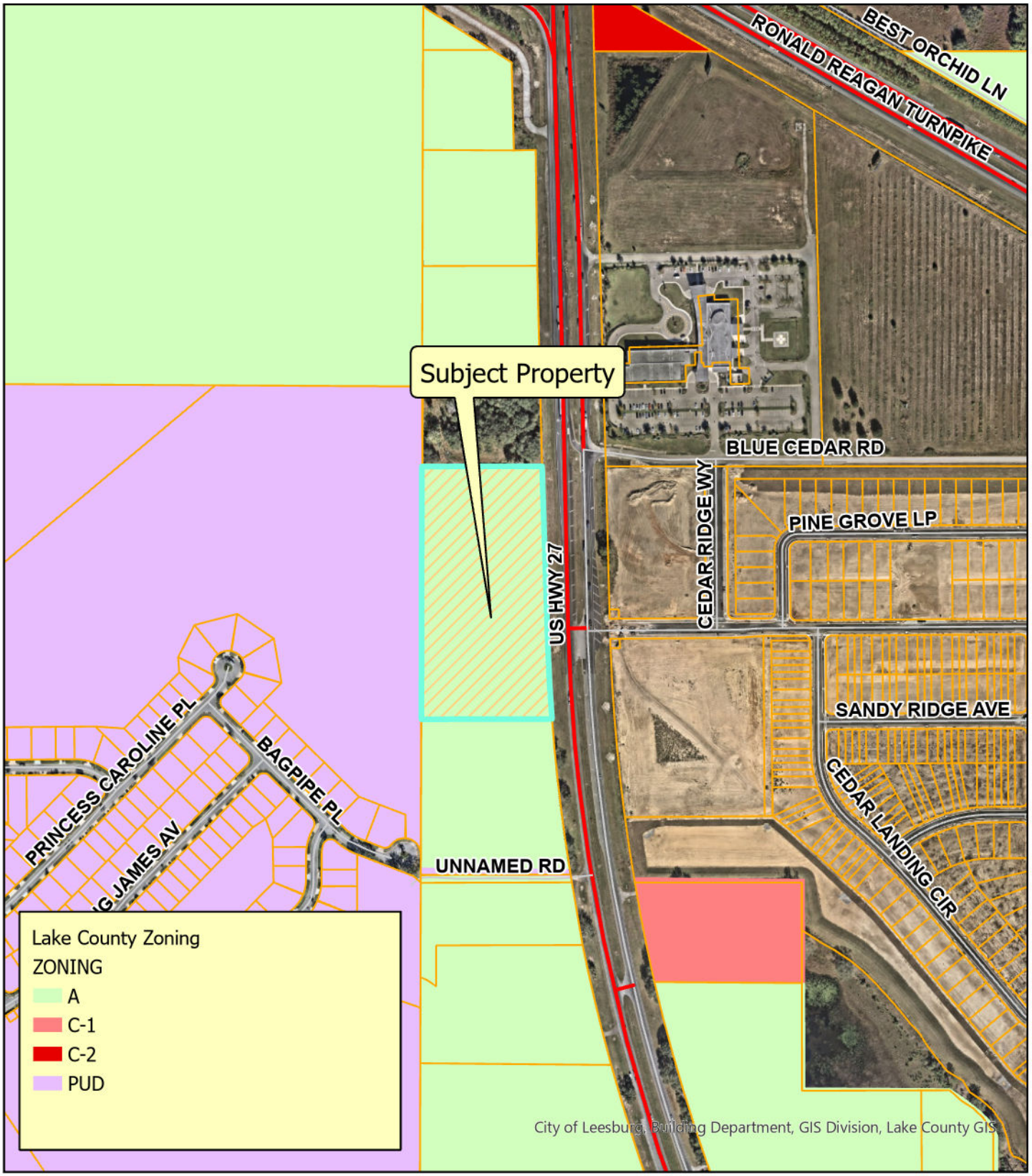
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Lake County Zoning



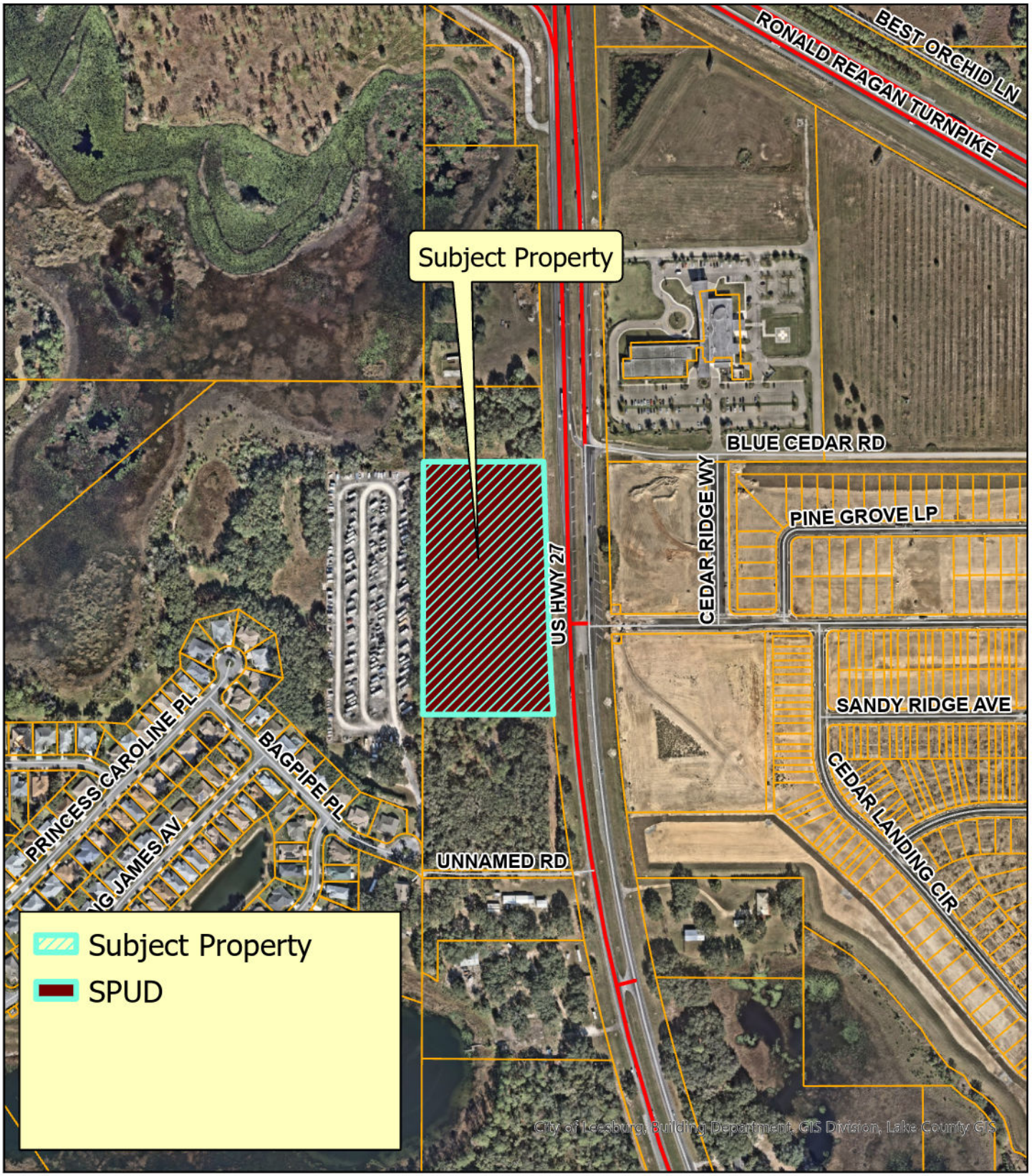
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Proposed Zoning



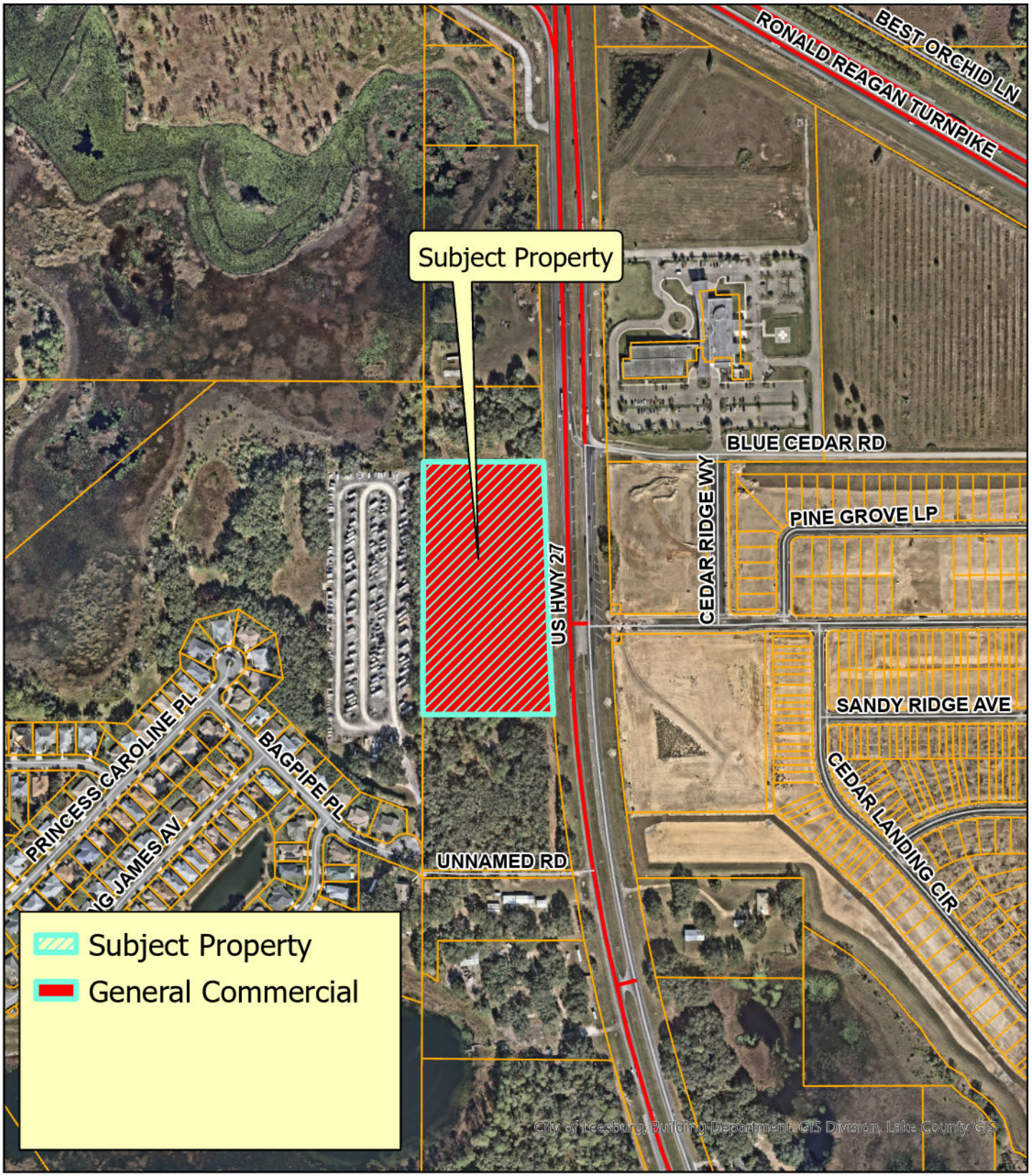
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Proposed Future Land Use



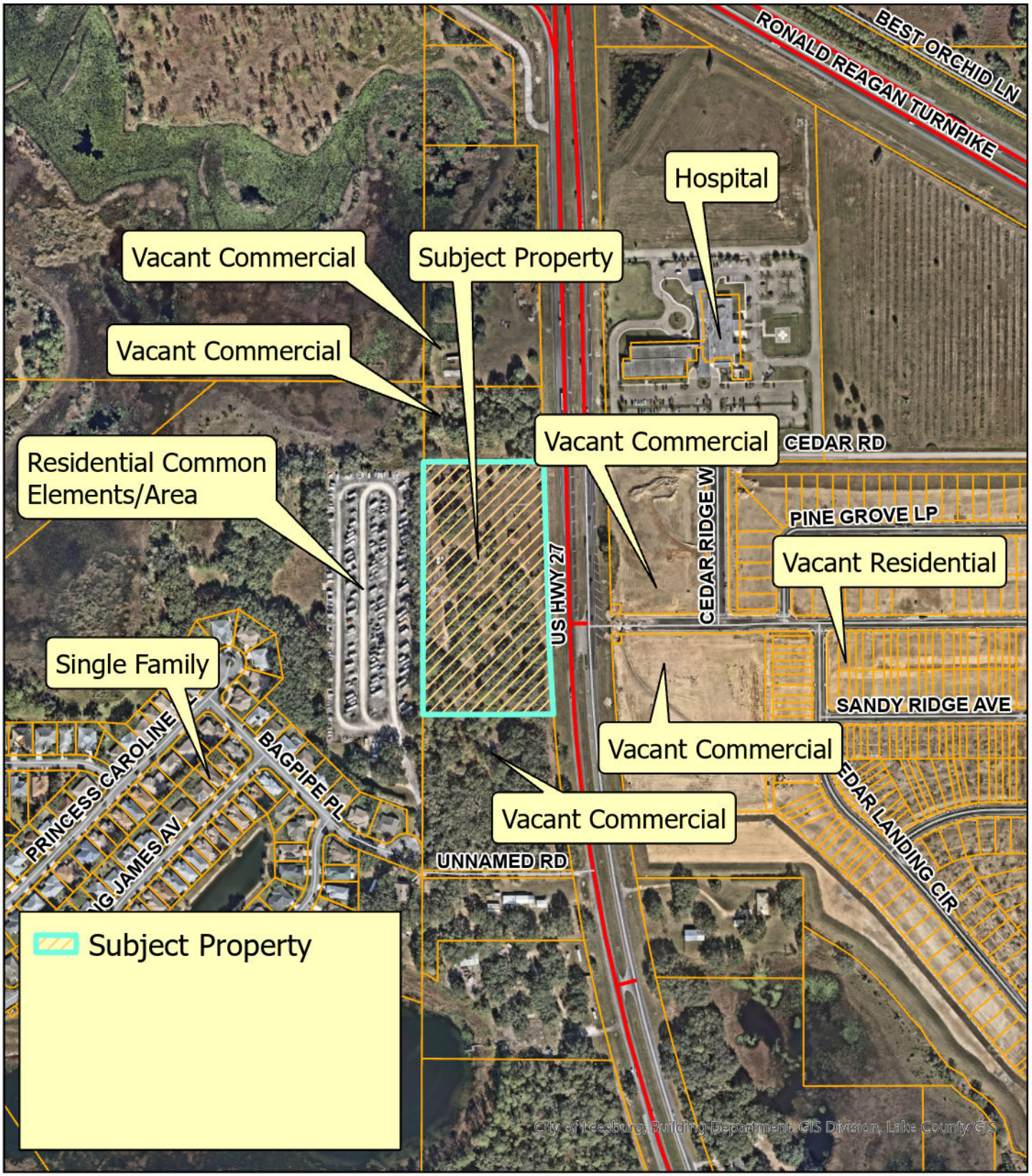
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Surrounding Land Uses



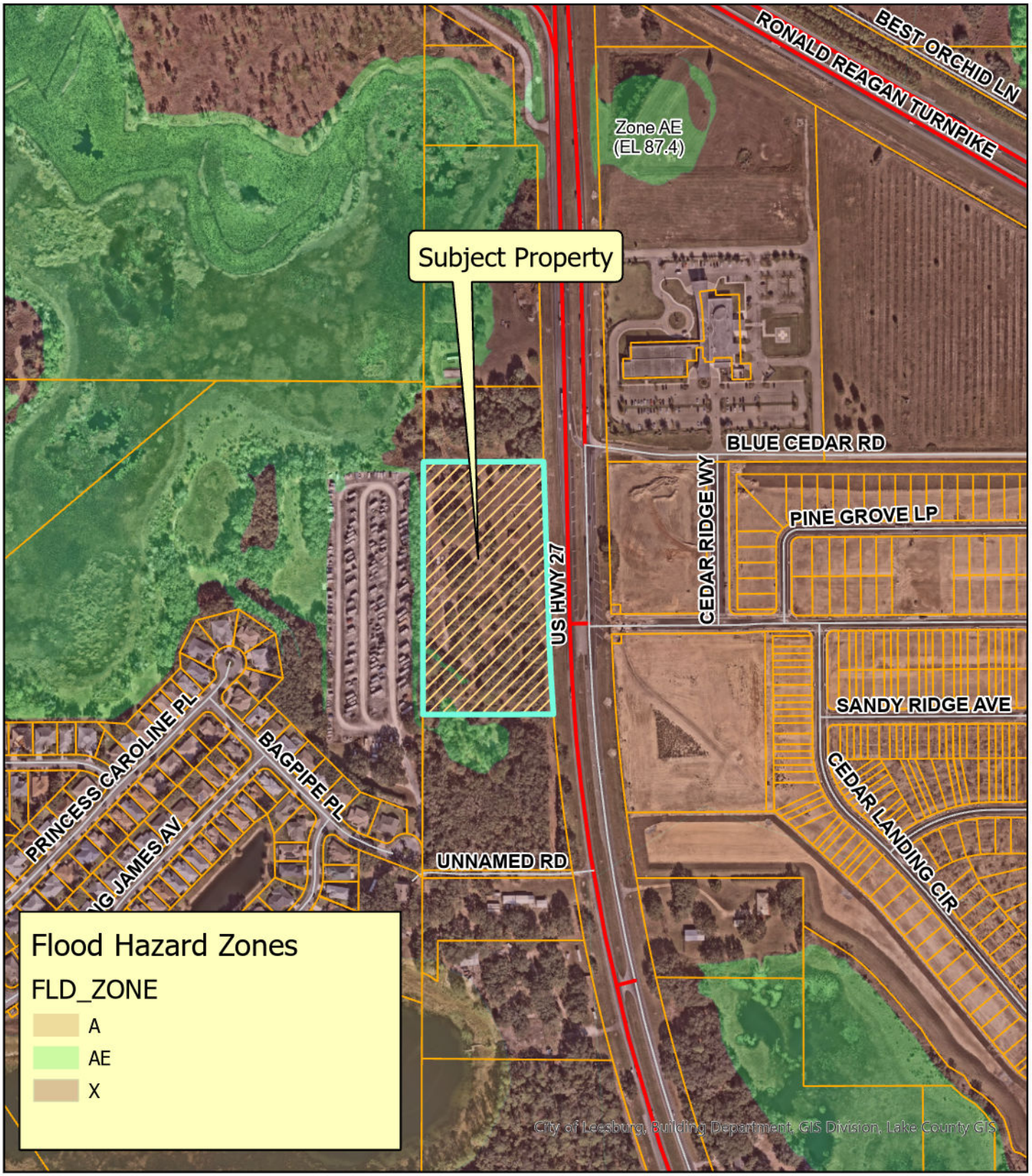
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Flood Hazard Zone



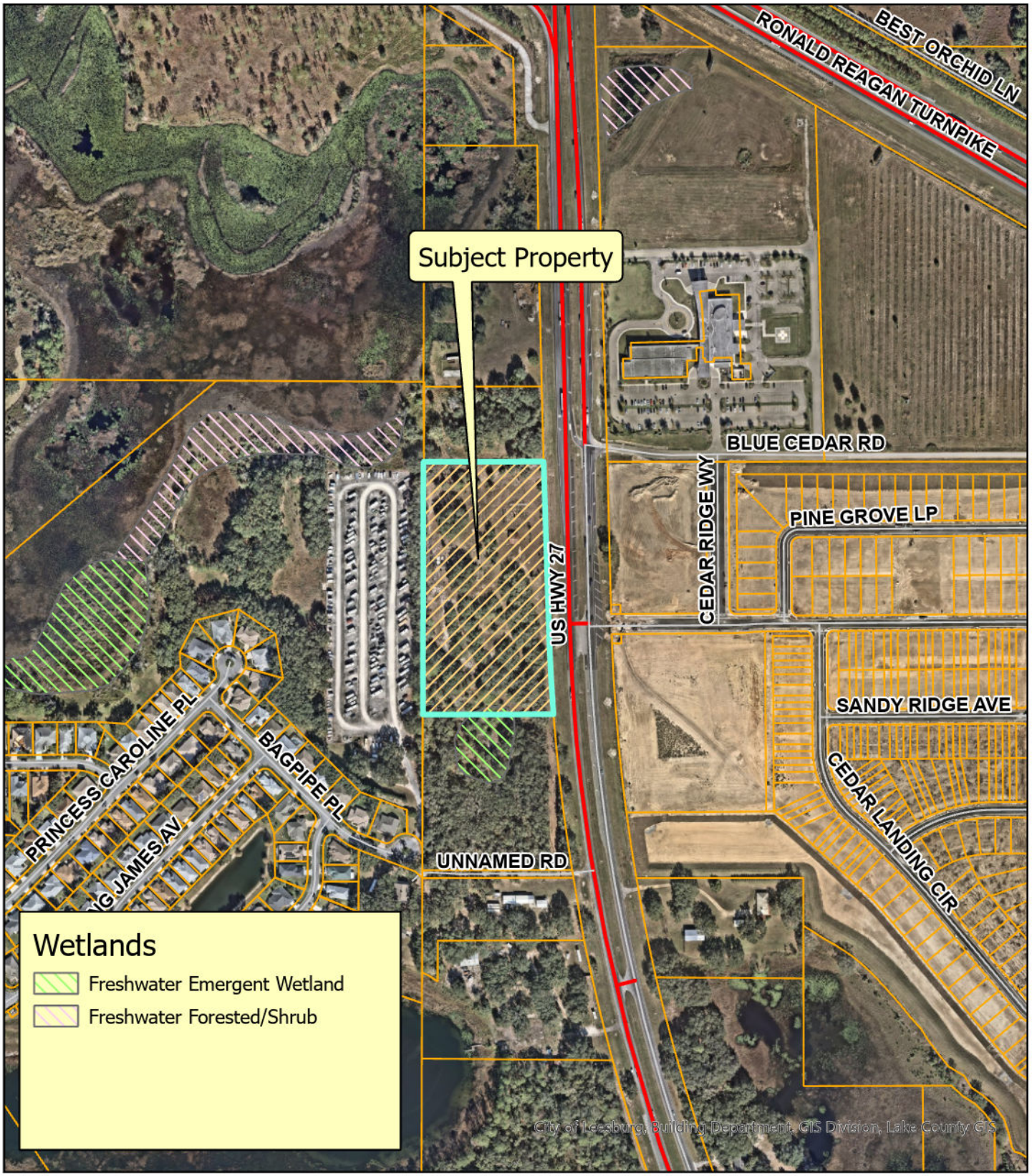
Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

Wetlands



Planning & Zoning Department

N

0 190 380 Feet

Perry-Smith
ANNX-26-877, SSCP-26-878, SPUD-26-879
Alternate Key Number: 3343131
Section 7, Township 21 South, Range 25 East
March 9, 2026

SIGN POSTING PHOTOS **SPUD-26-879 Perry-Smith**
Posted on 04/03/2026

Closeup of Sign on Subject Property on US Highway 27.

Looking North along US Highway 27from Subject Property

SIGN POSTING PHOTOS **SPUD-26-879 Perry-Smith**
Posted on 04/03/2026

Looking East across US Highway 27 from Subject Property

Looking South along US Highway 27 from Subject Property

SIGN POSTING PHOTOS **SPUD-26-879 Perry-Smith**
Posted on 04/03/2026

Looking West onto Subject Property from US Highway 27

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: July 27, 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 27th day of July 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

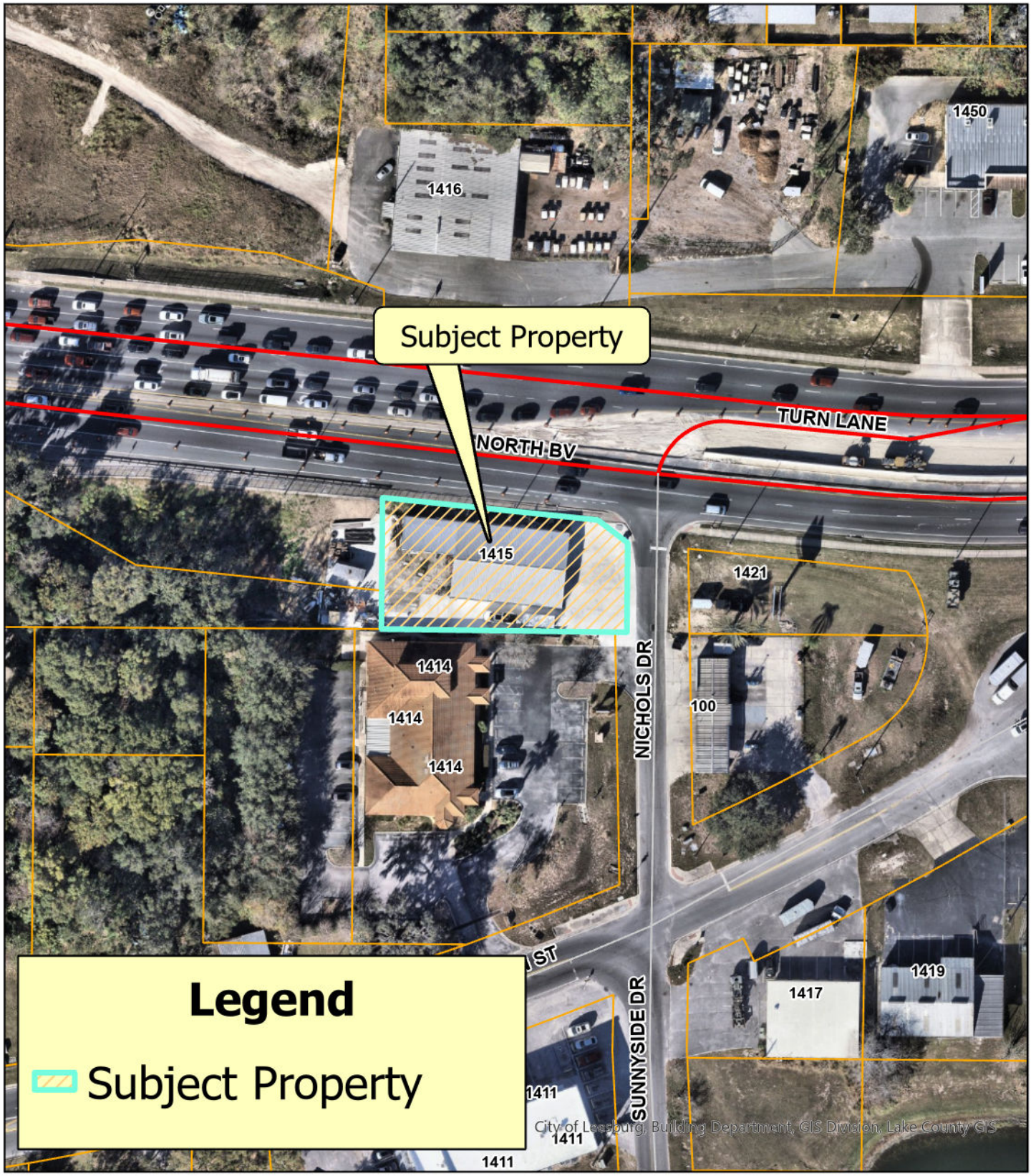
Planning & Zoning Department

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



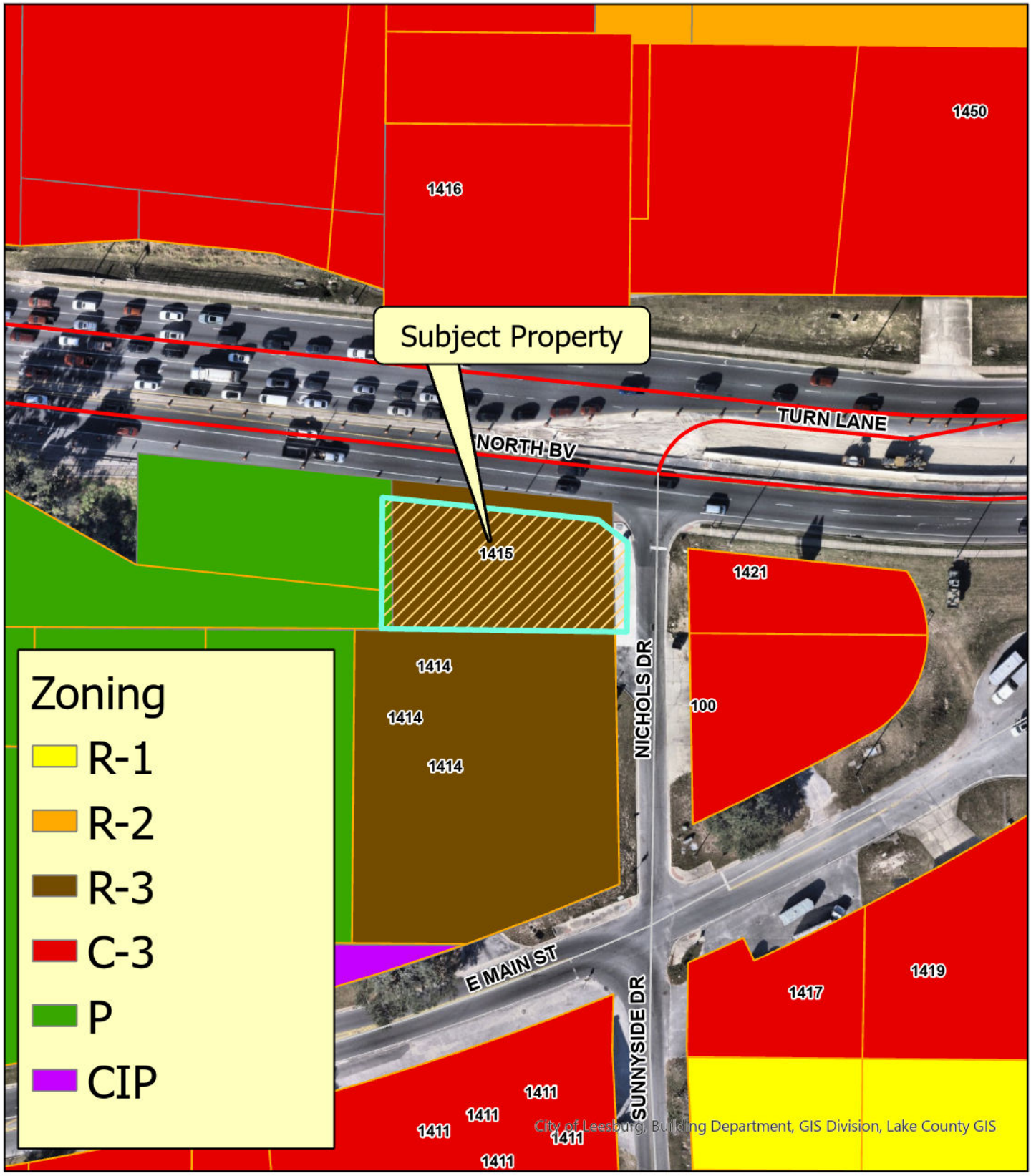
Planning & Zoning Department

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

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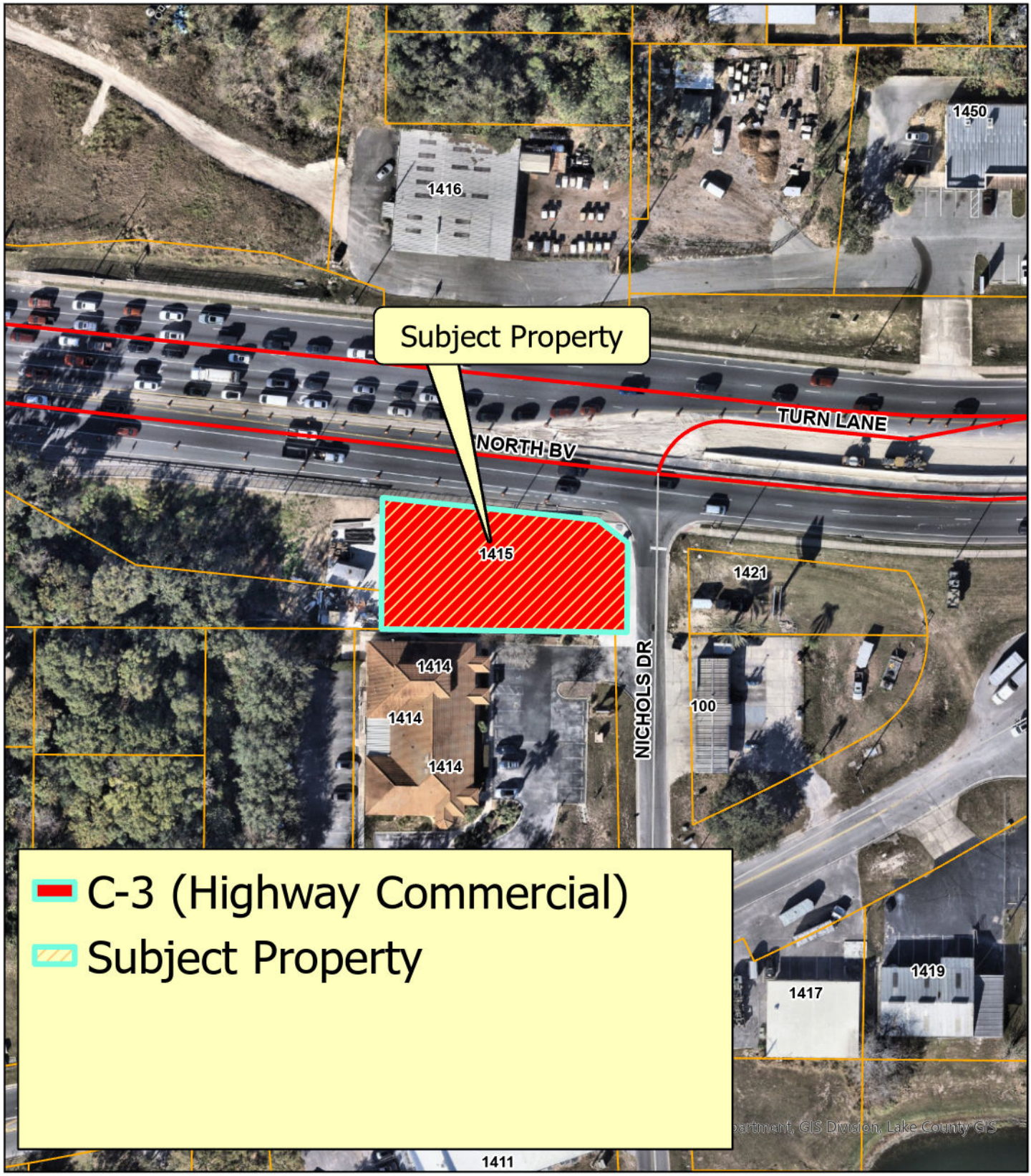
Goodman Rezoning
RZ-26-949
Alternate Key: 1205867
Section 25, Township 19 South, Range 24 East
April 13, 2026

Proposed Zoning



Planning & Zoning Department

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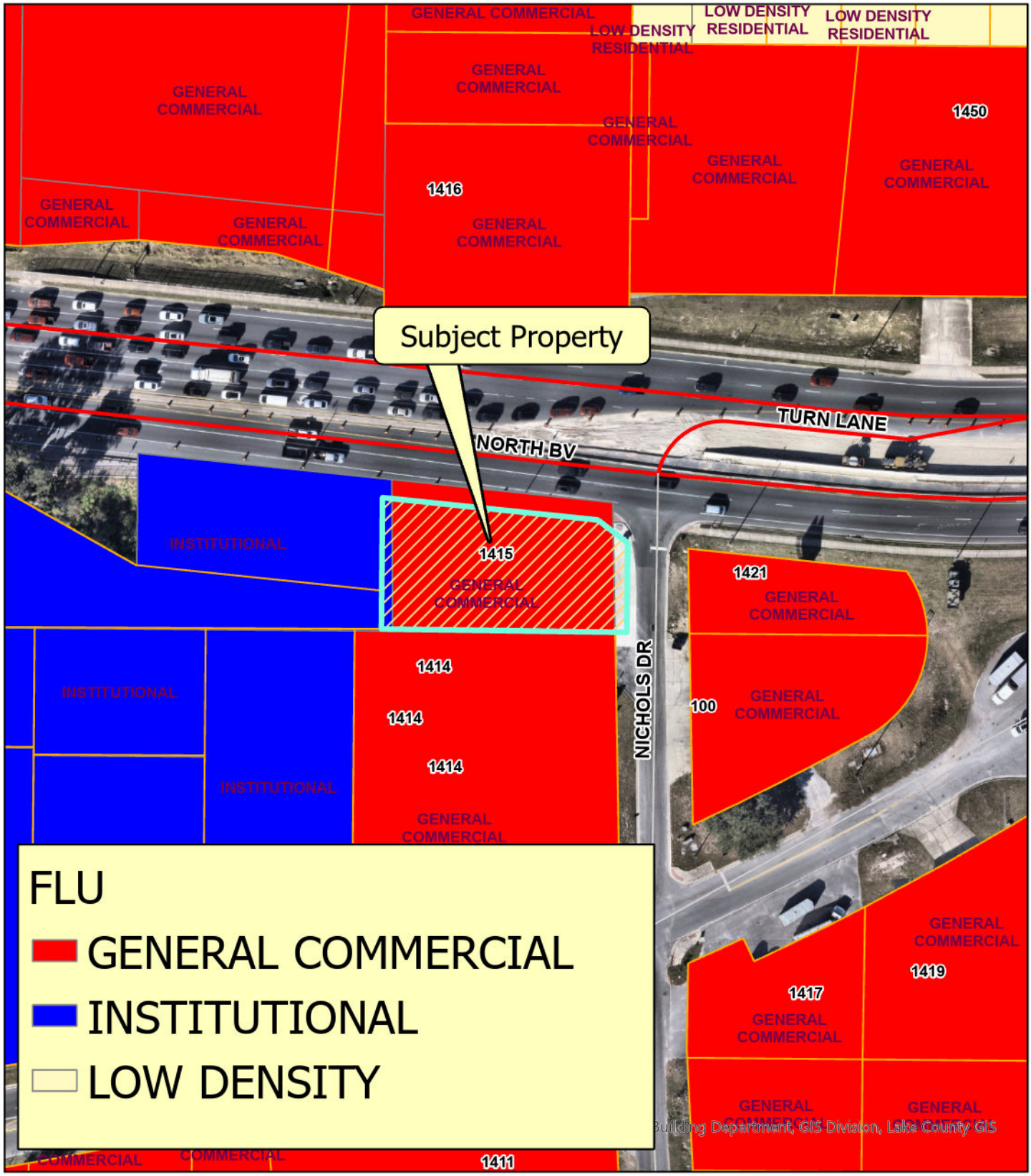
0 38 75 Feet

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

Future Land Use



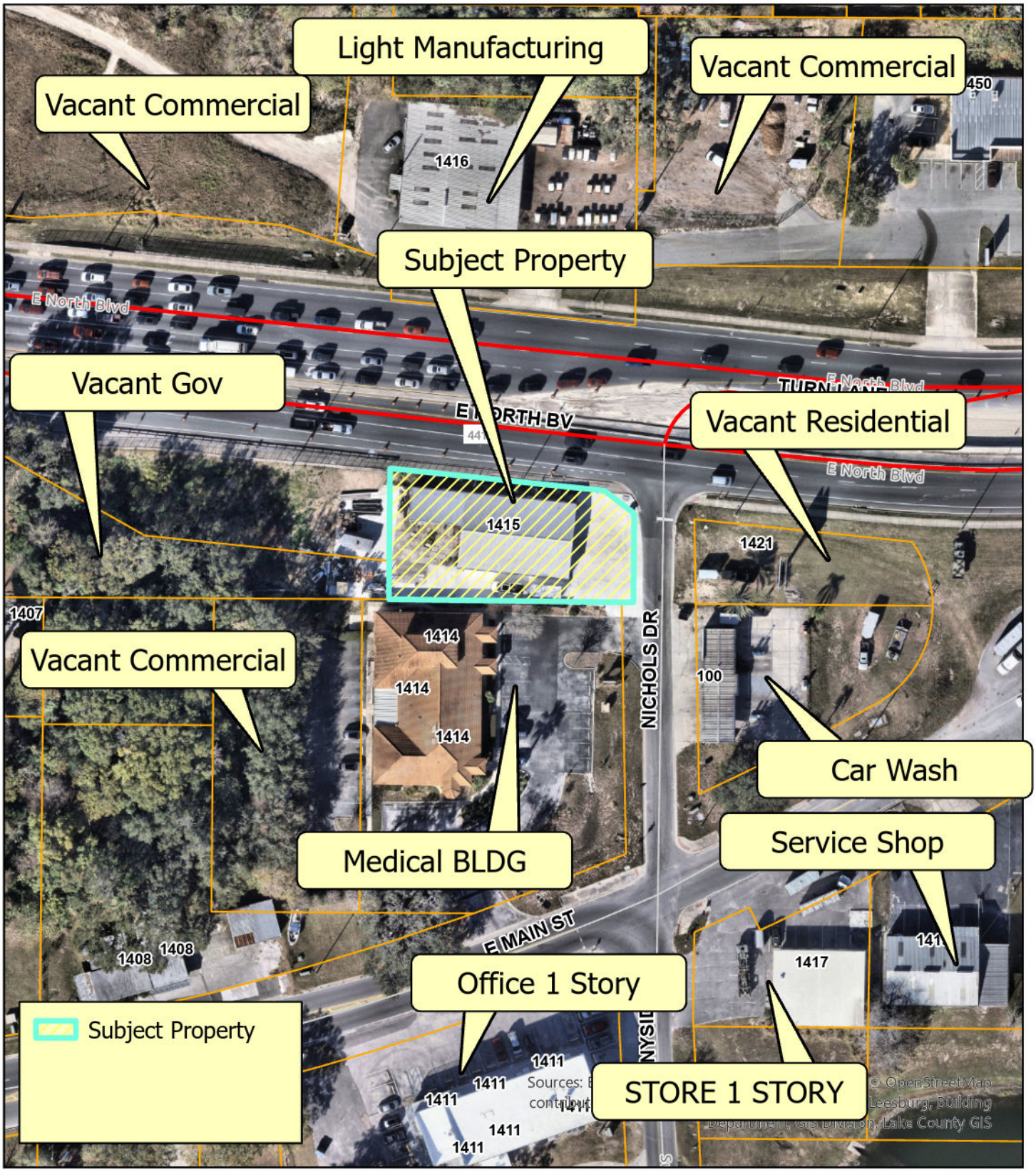
Planning & Zoning Department

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



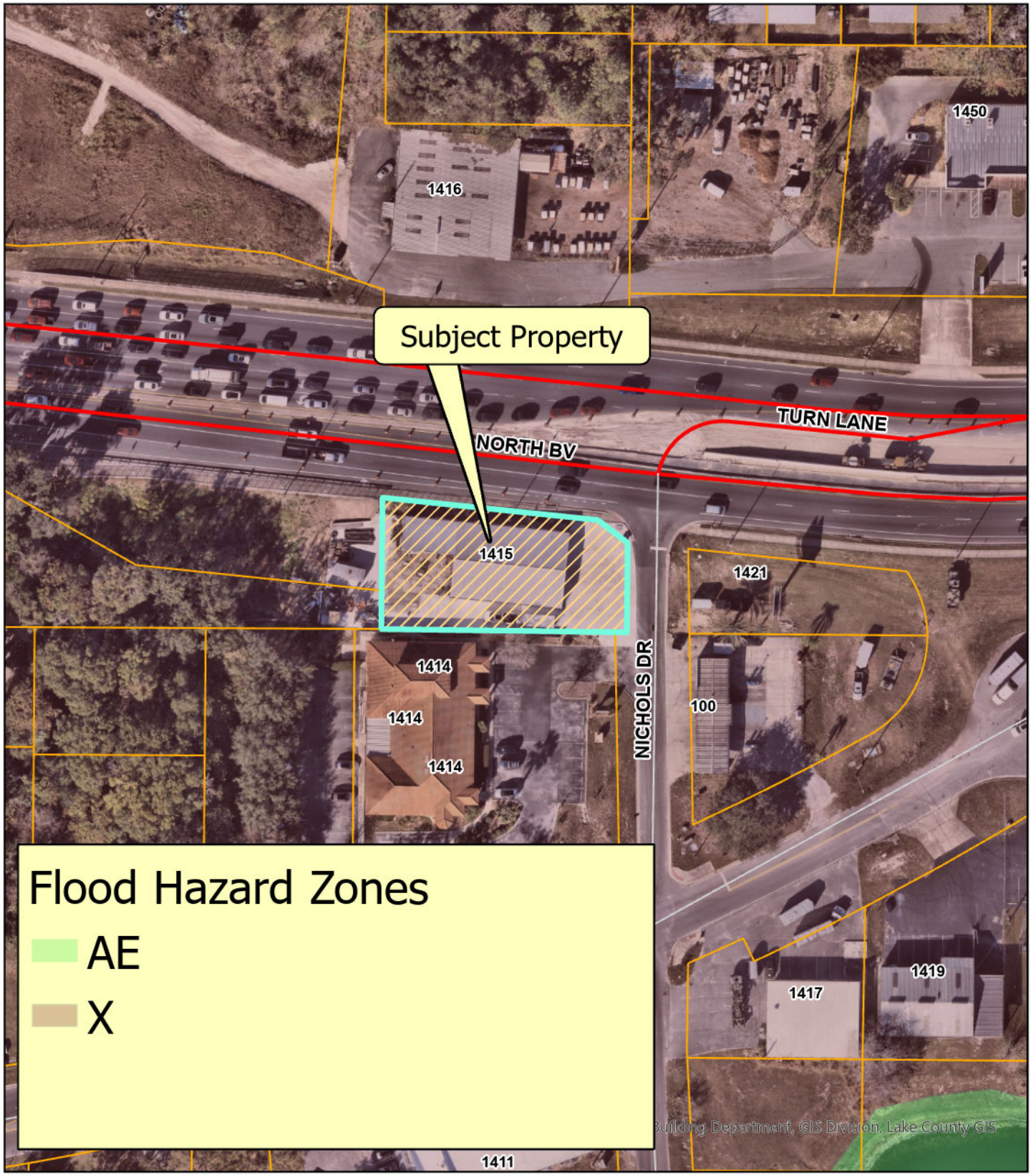
Planning & Zoning Department

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



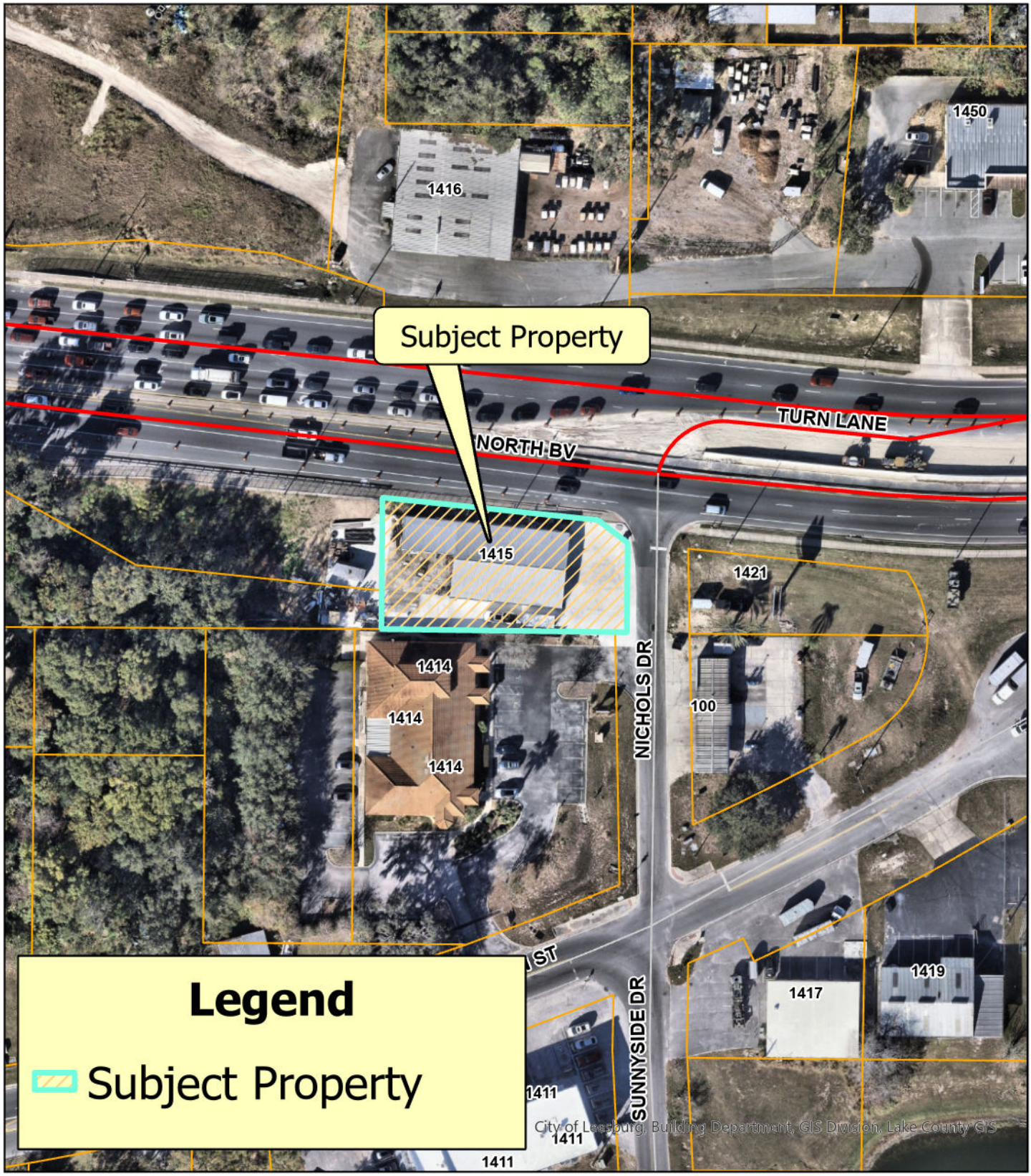
Planning & Zoning Department

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



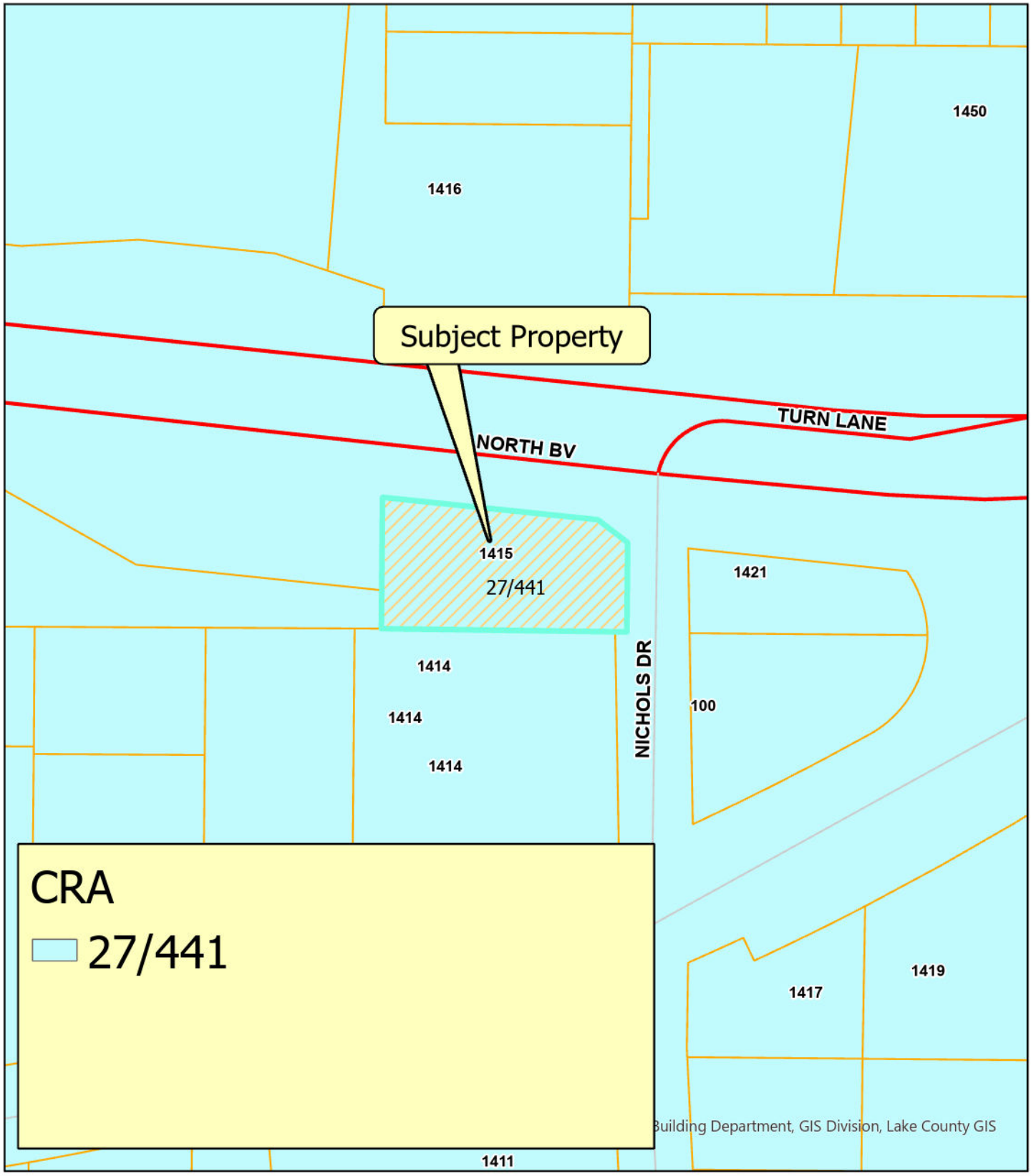
Planning & Zoning Department

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



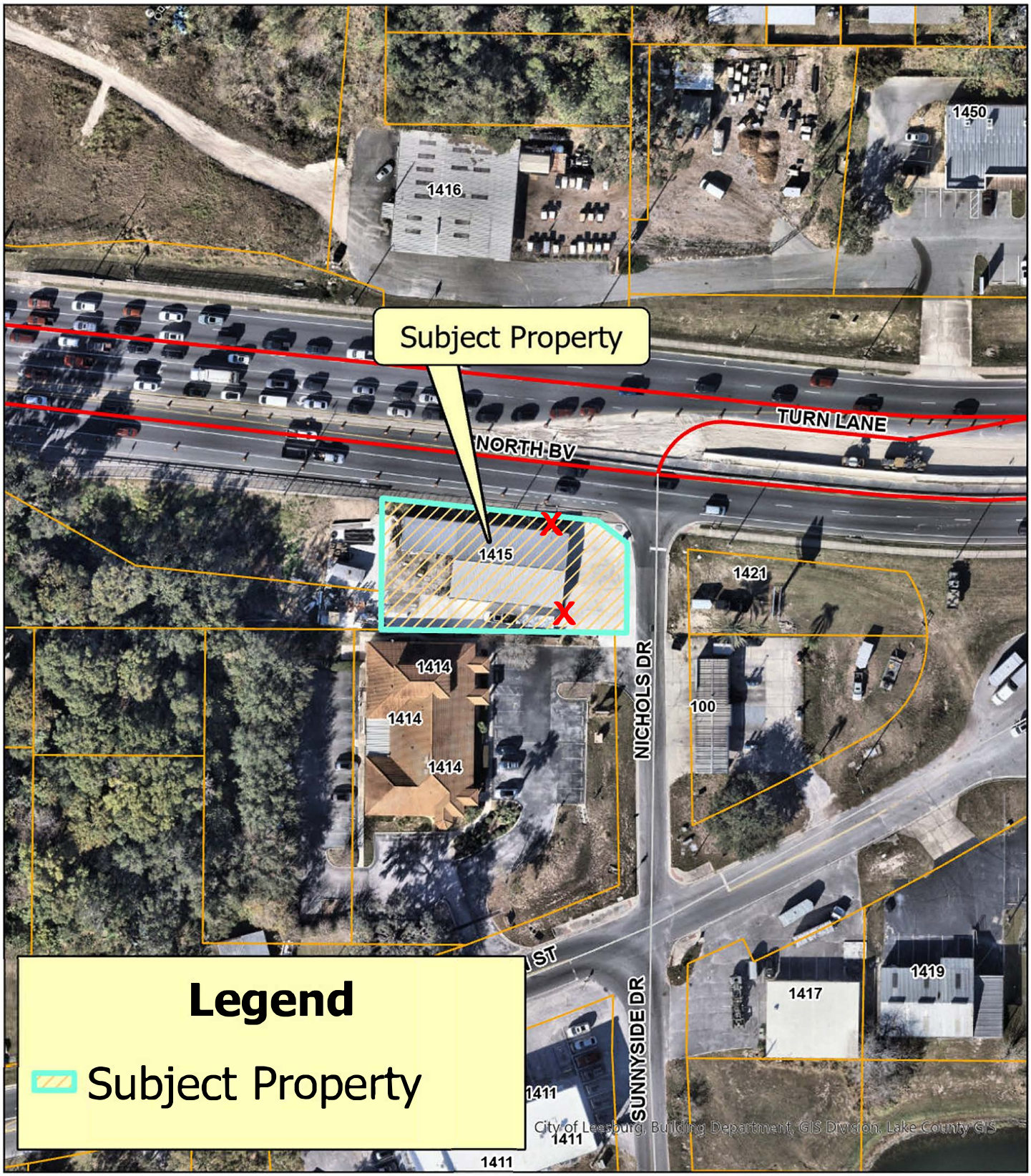
Planning & Zoning Department

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.1.

Meeting Date: July 27, 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

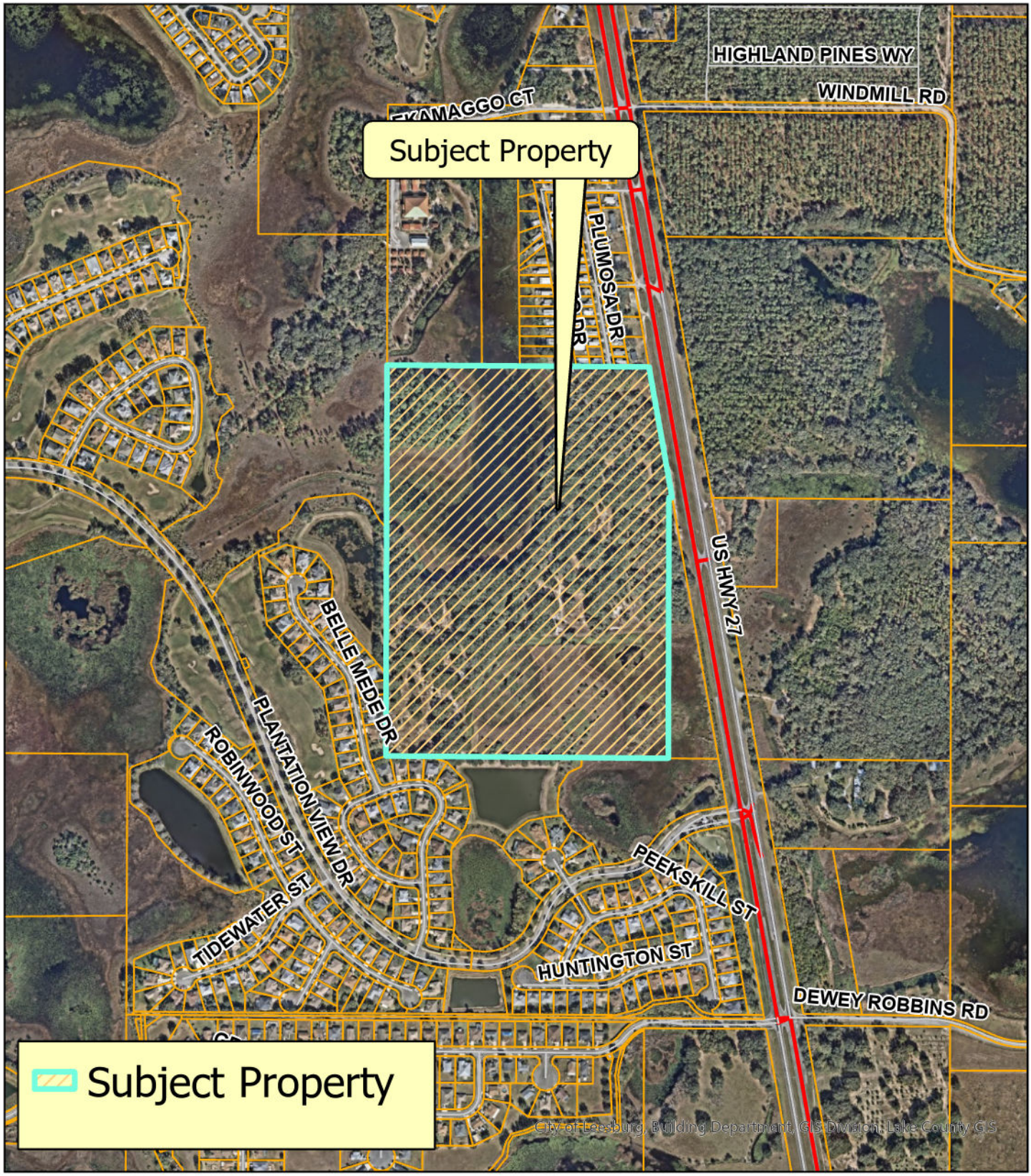
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



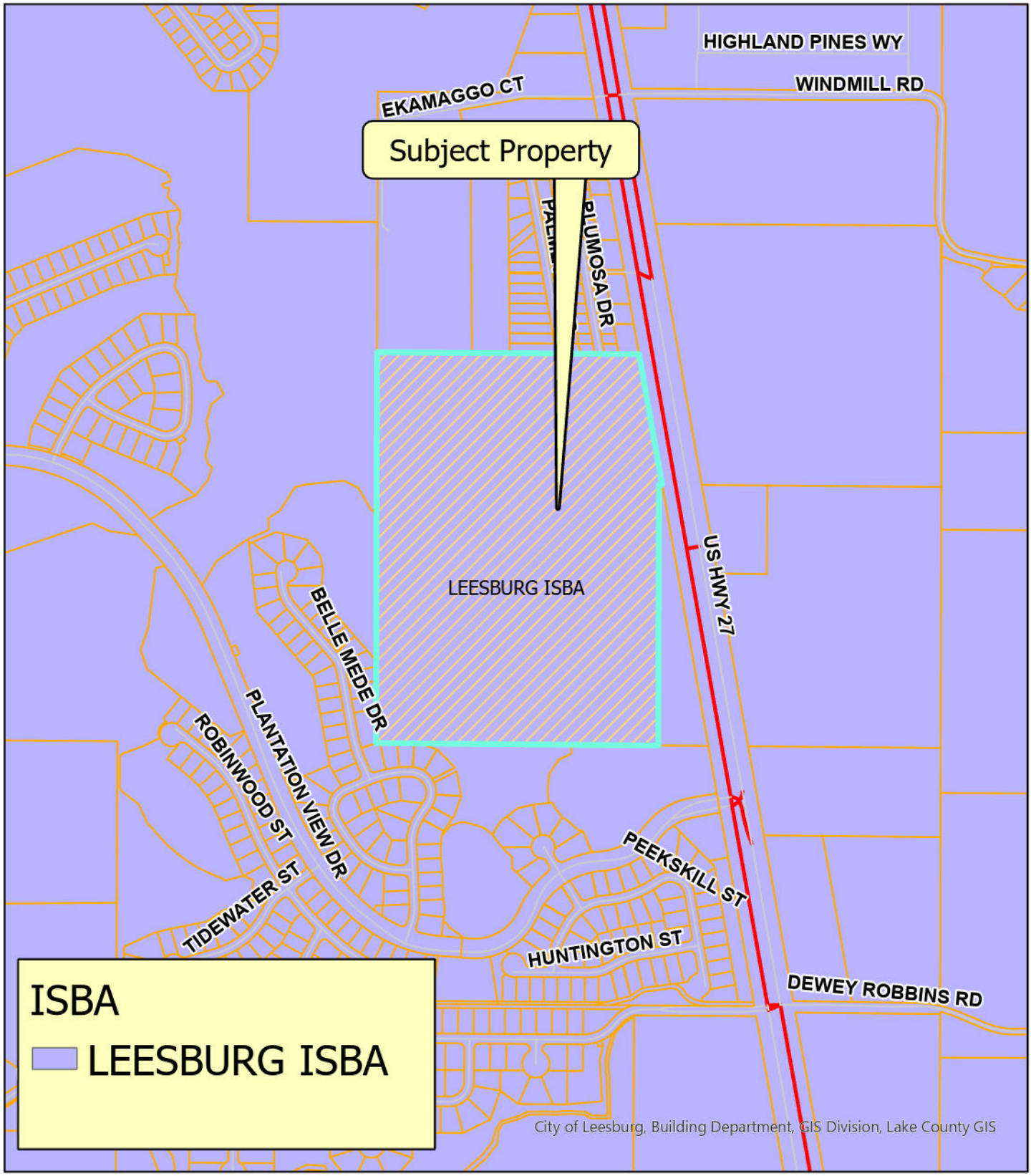
Planning & Zoning Department

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



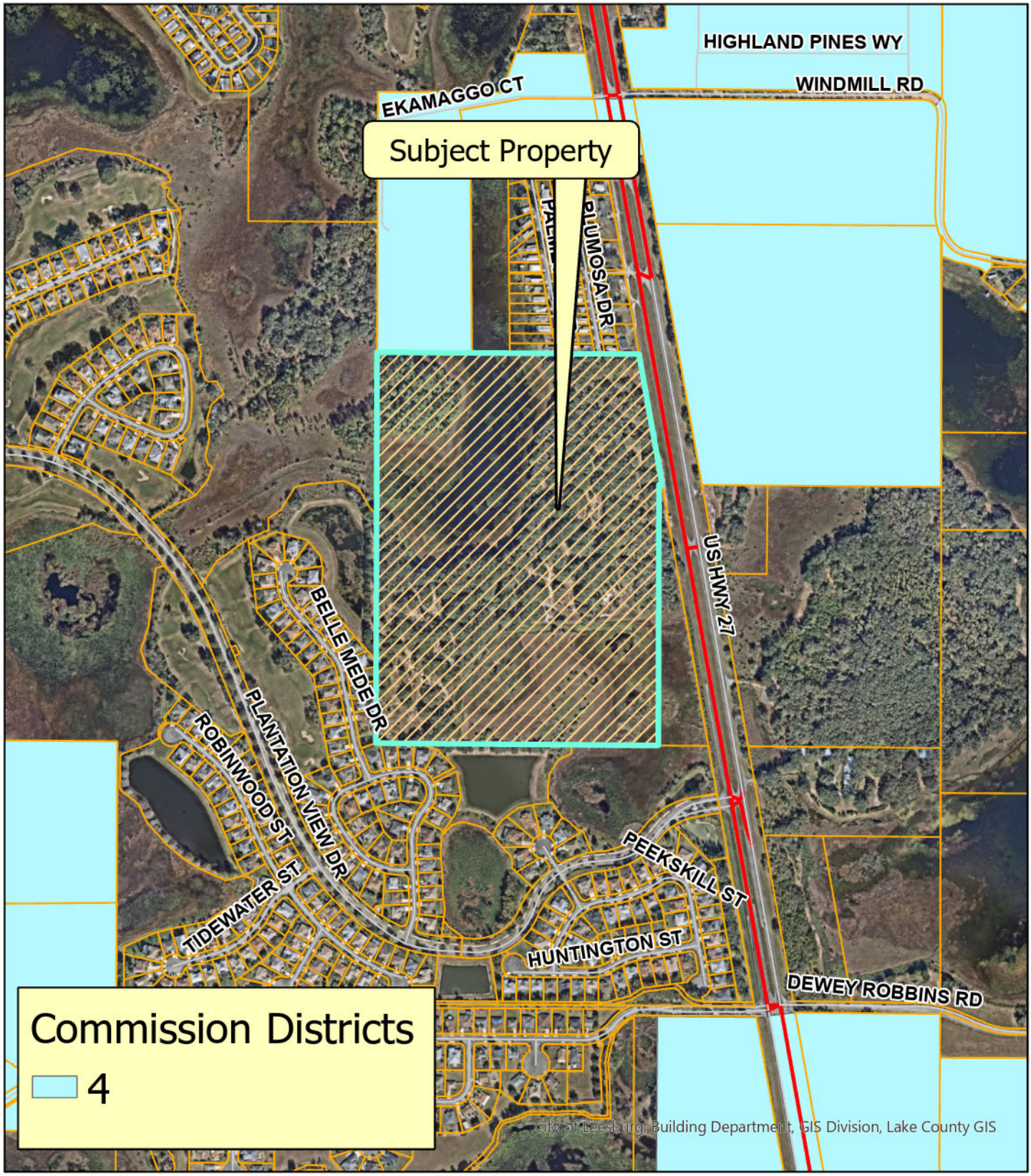
Planning & Zoning Department

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.2.

Meeting Date: July 27, 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

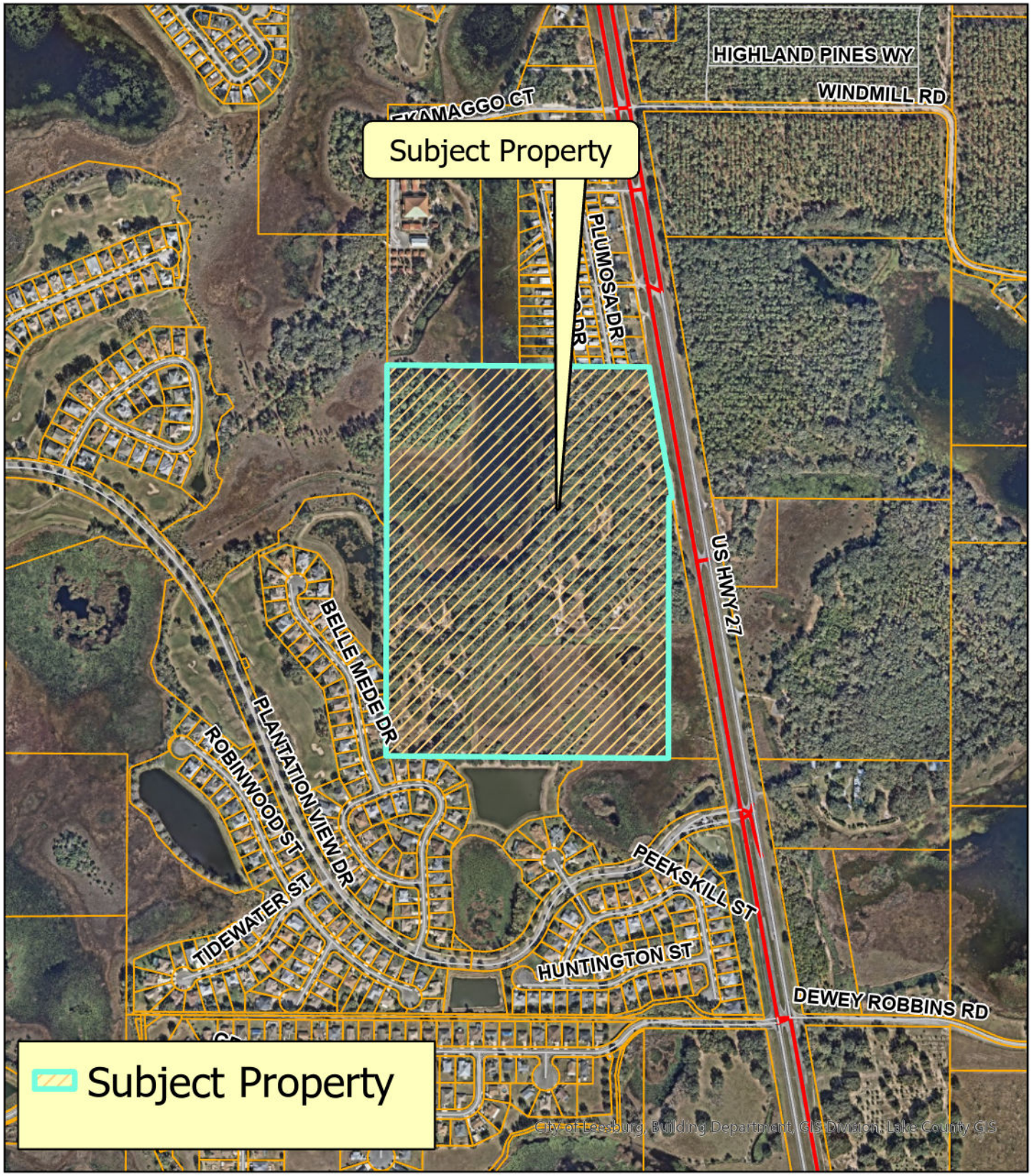
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



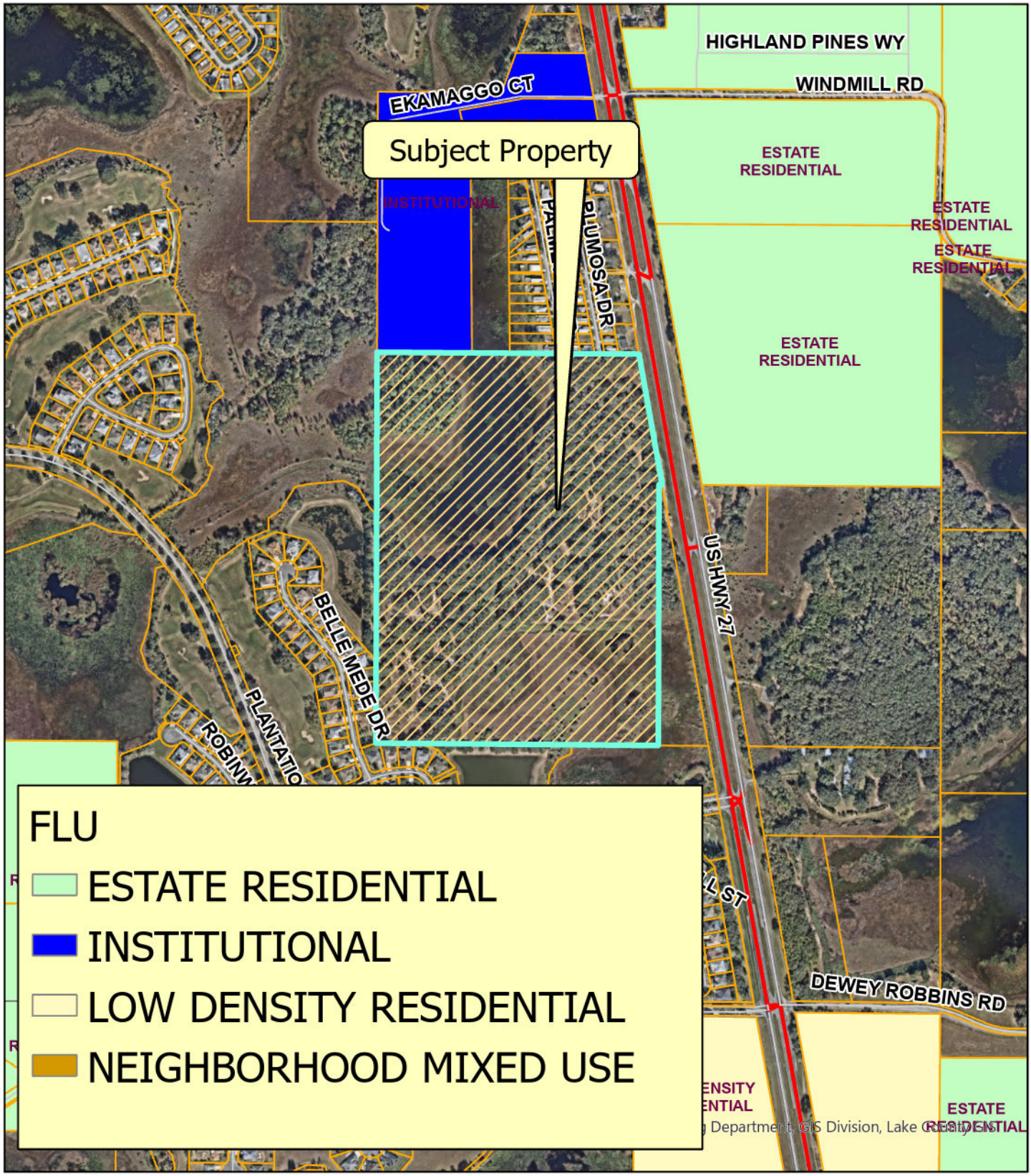
Planning & Zoning Department

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



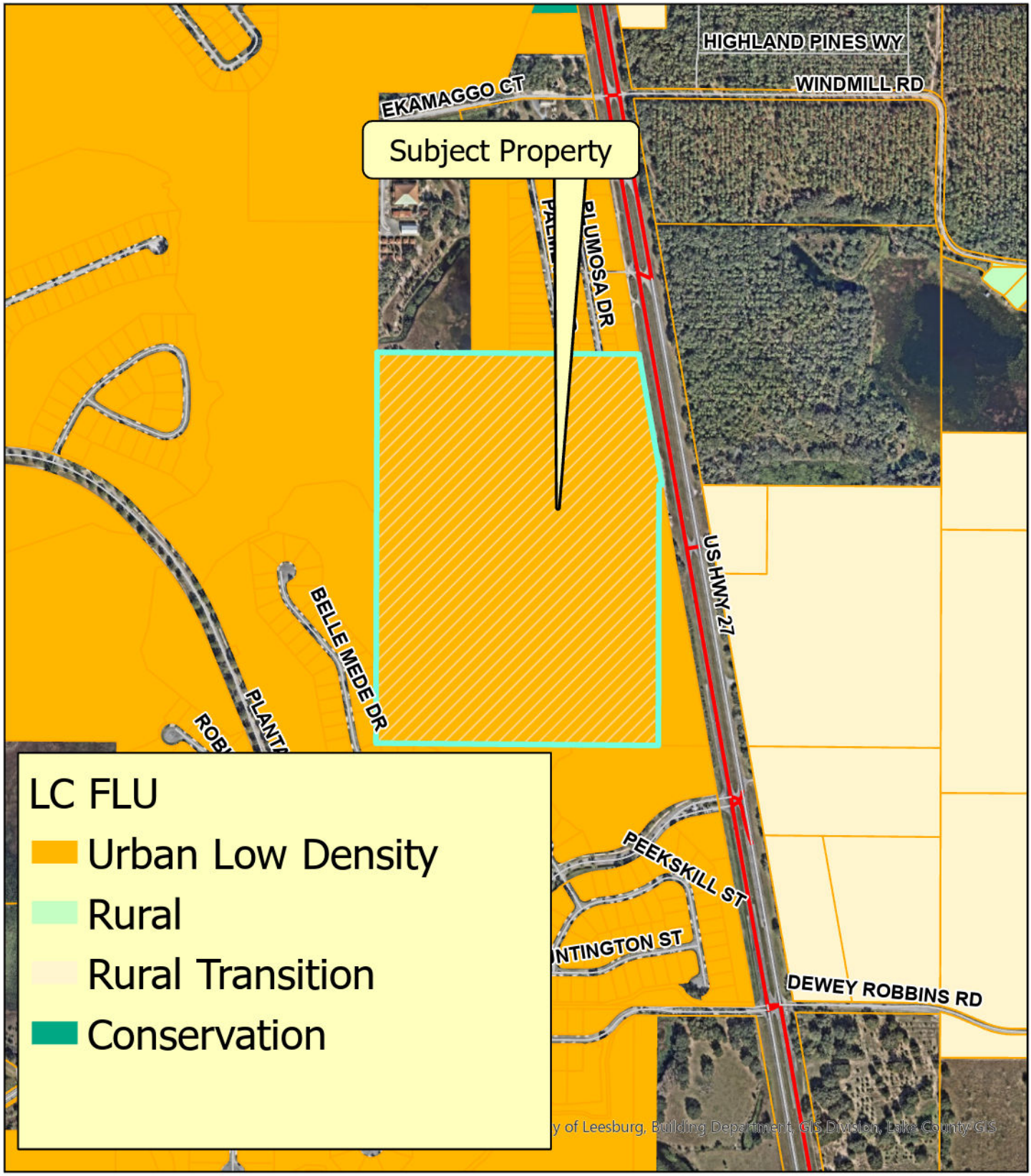
Planning & Zoning Department

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

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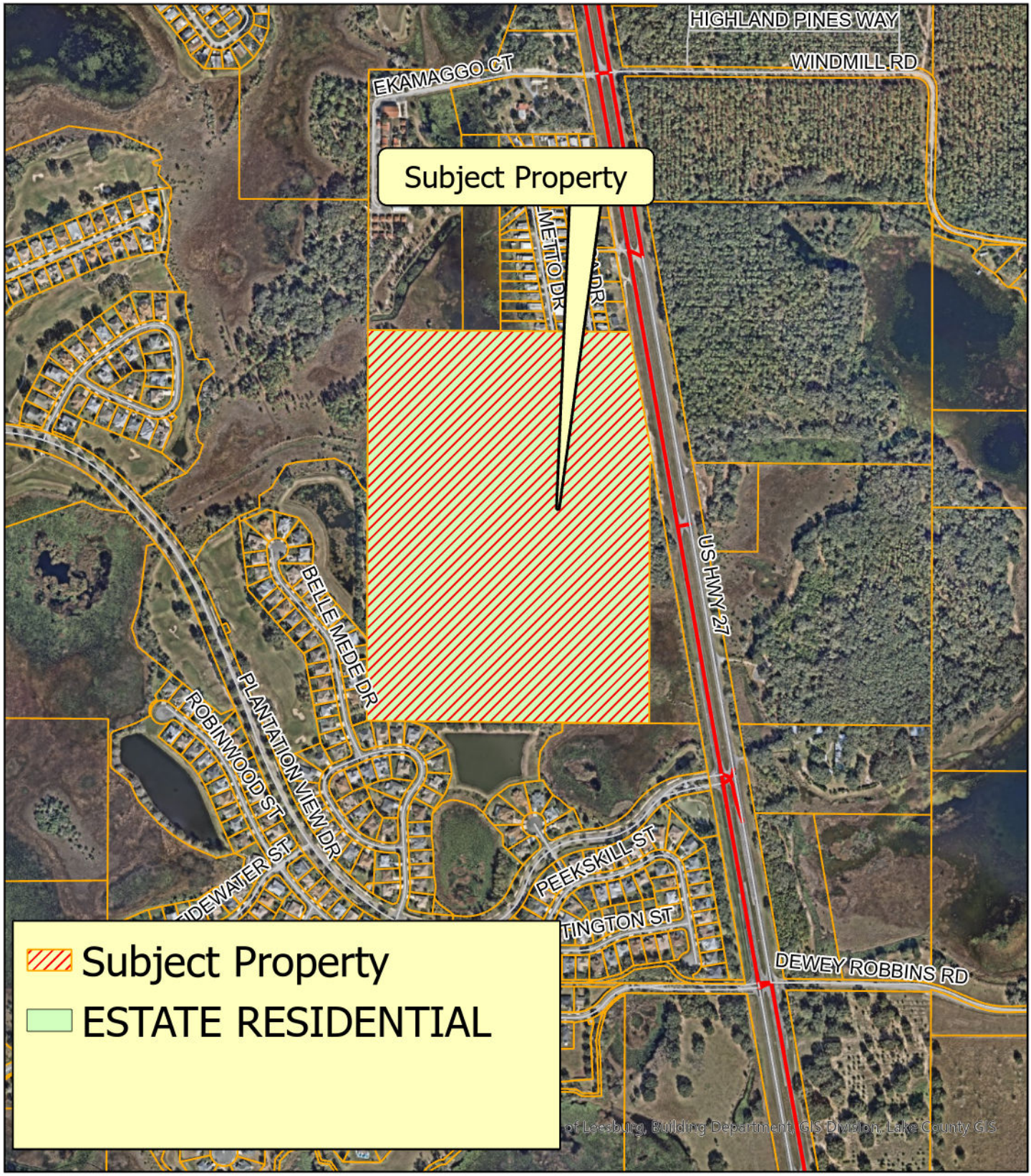
0 305 610 Feet

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



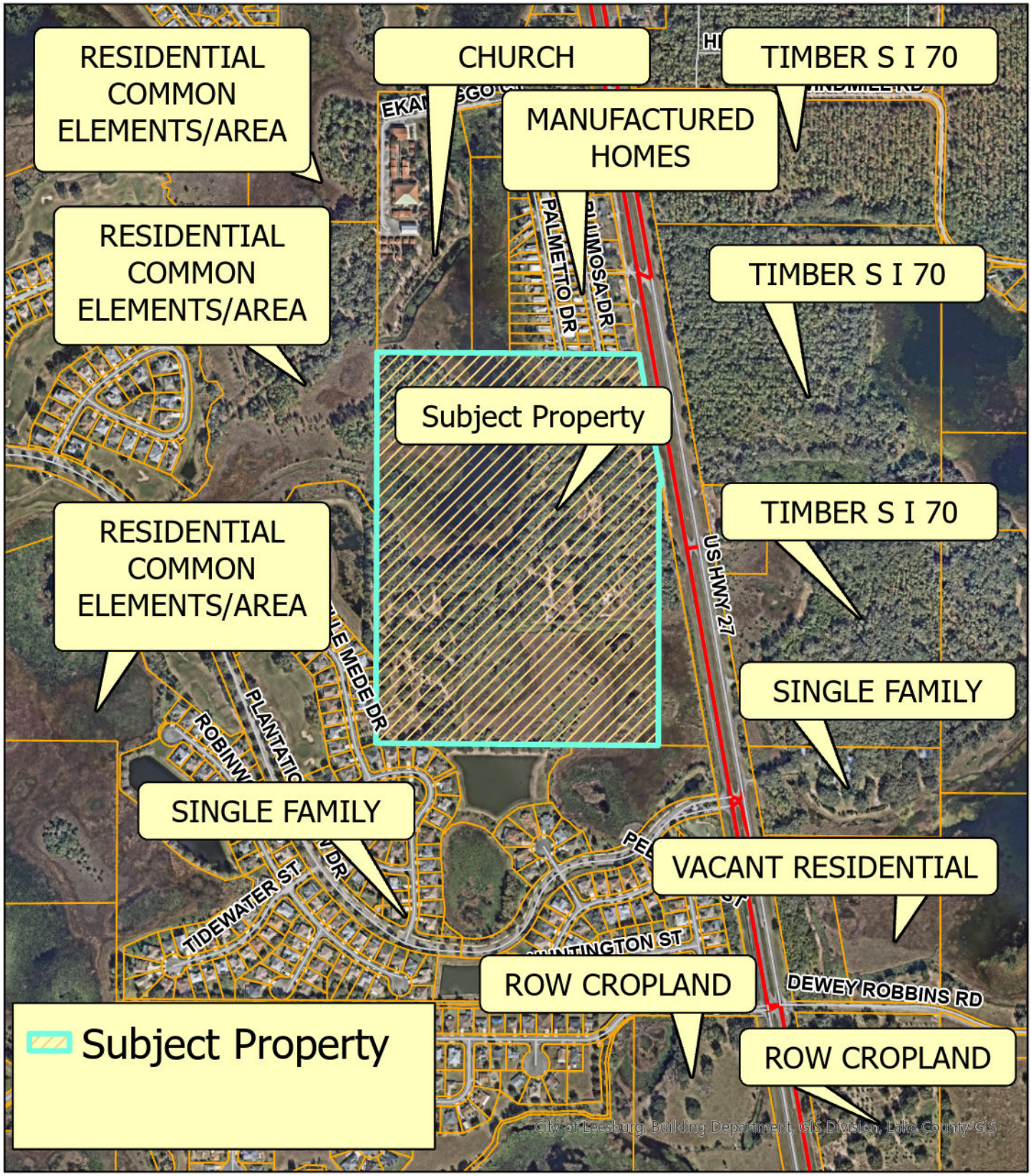
Planning & Zoning Department

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.3.

Meeting Date: July 27, 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.

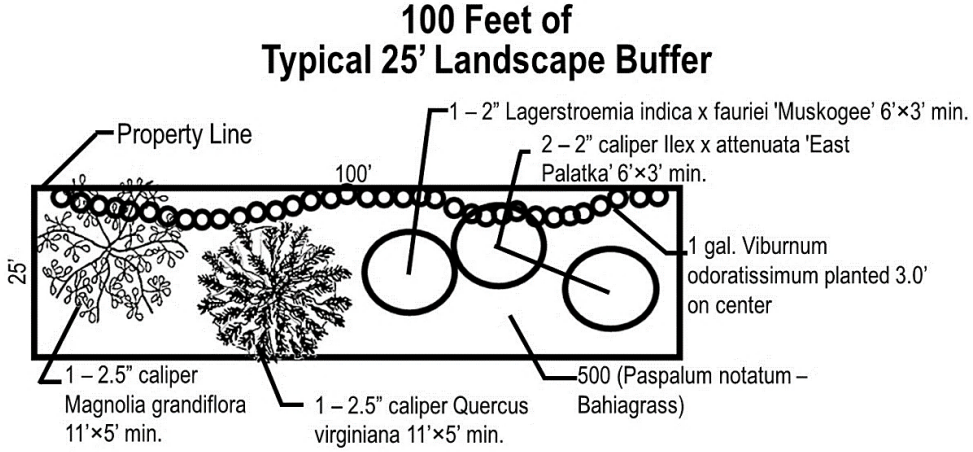
F. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

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**

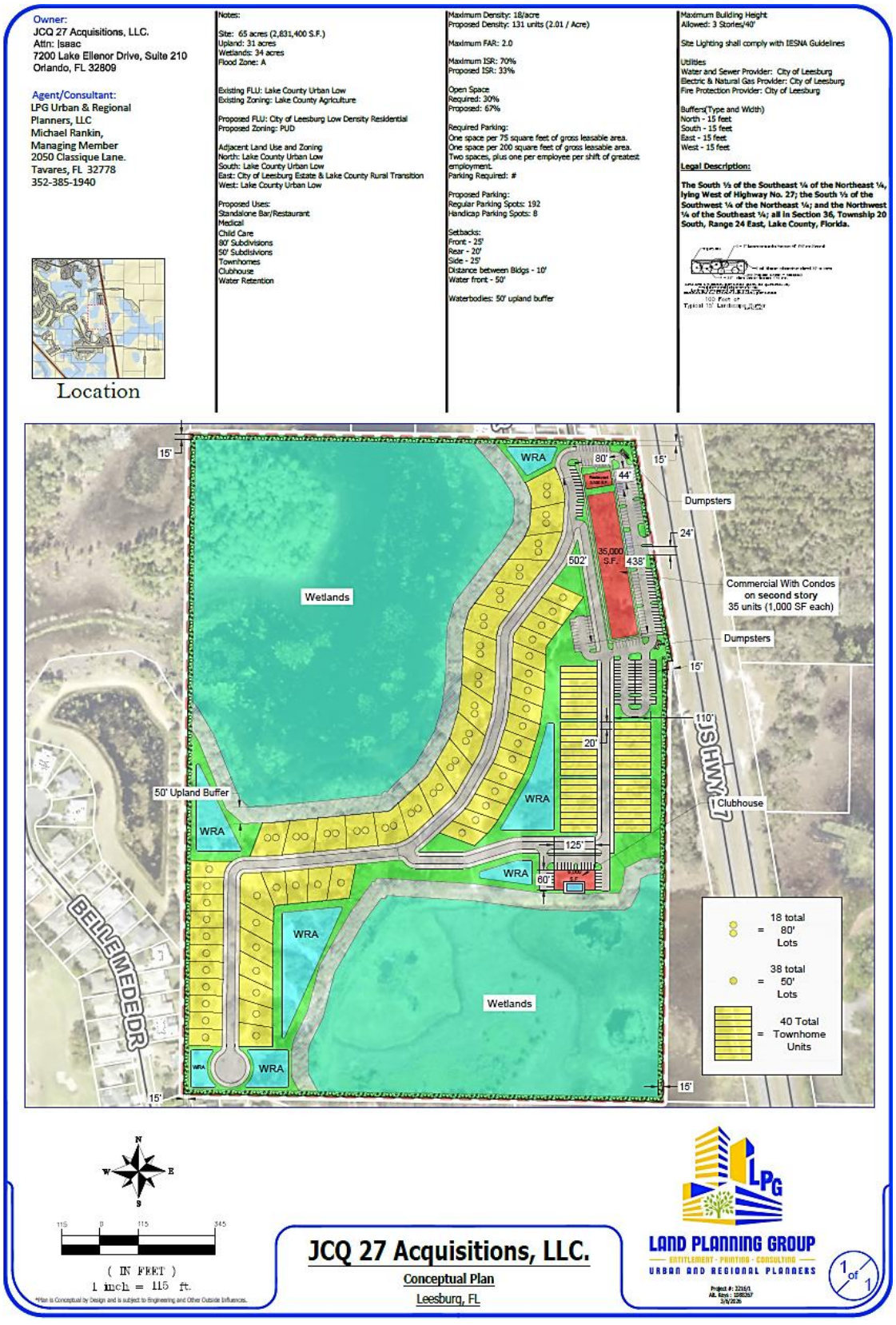


EXHIBIT C

CONCEPTUAL SITE PLAN CONTINUED

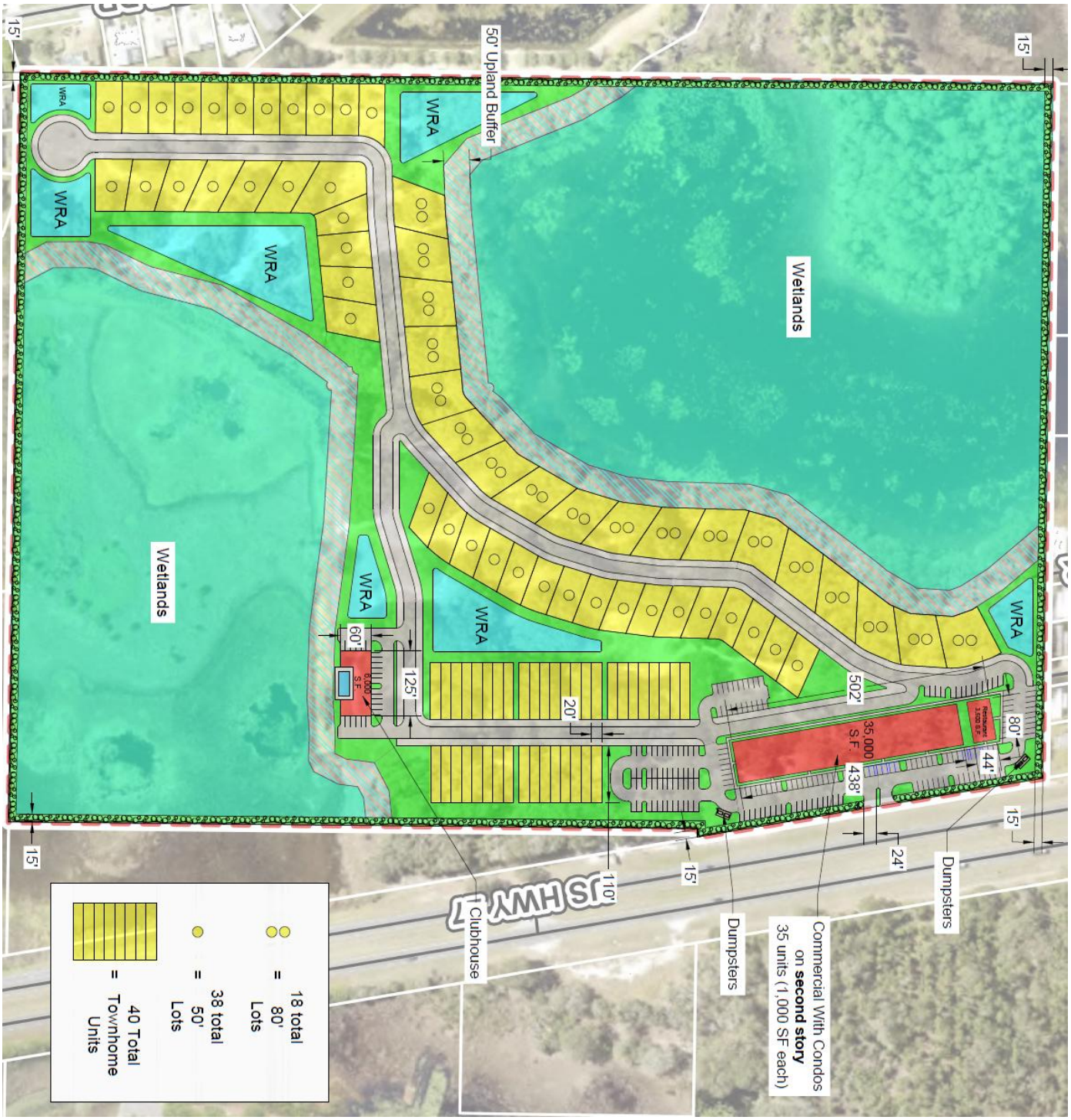


EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**

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**

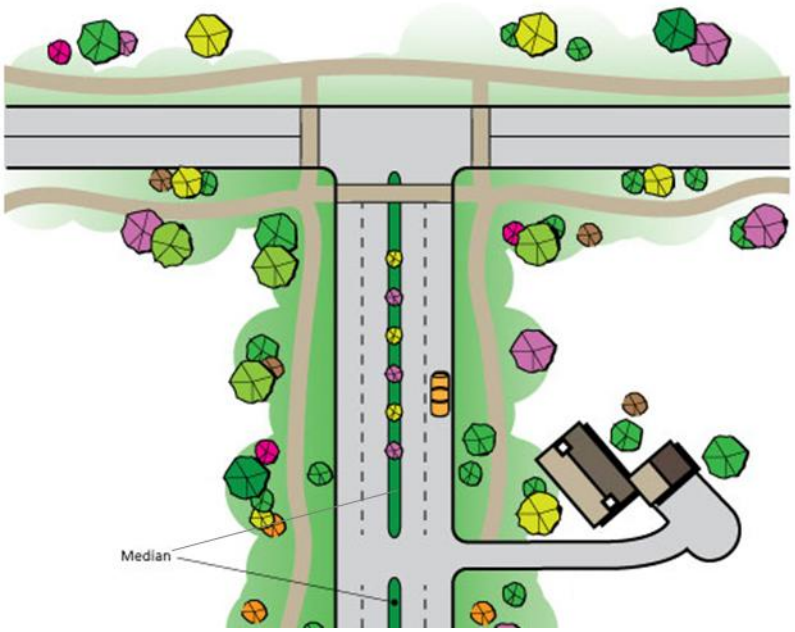


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

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

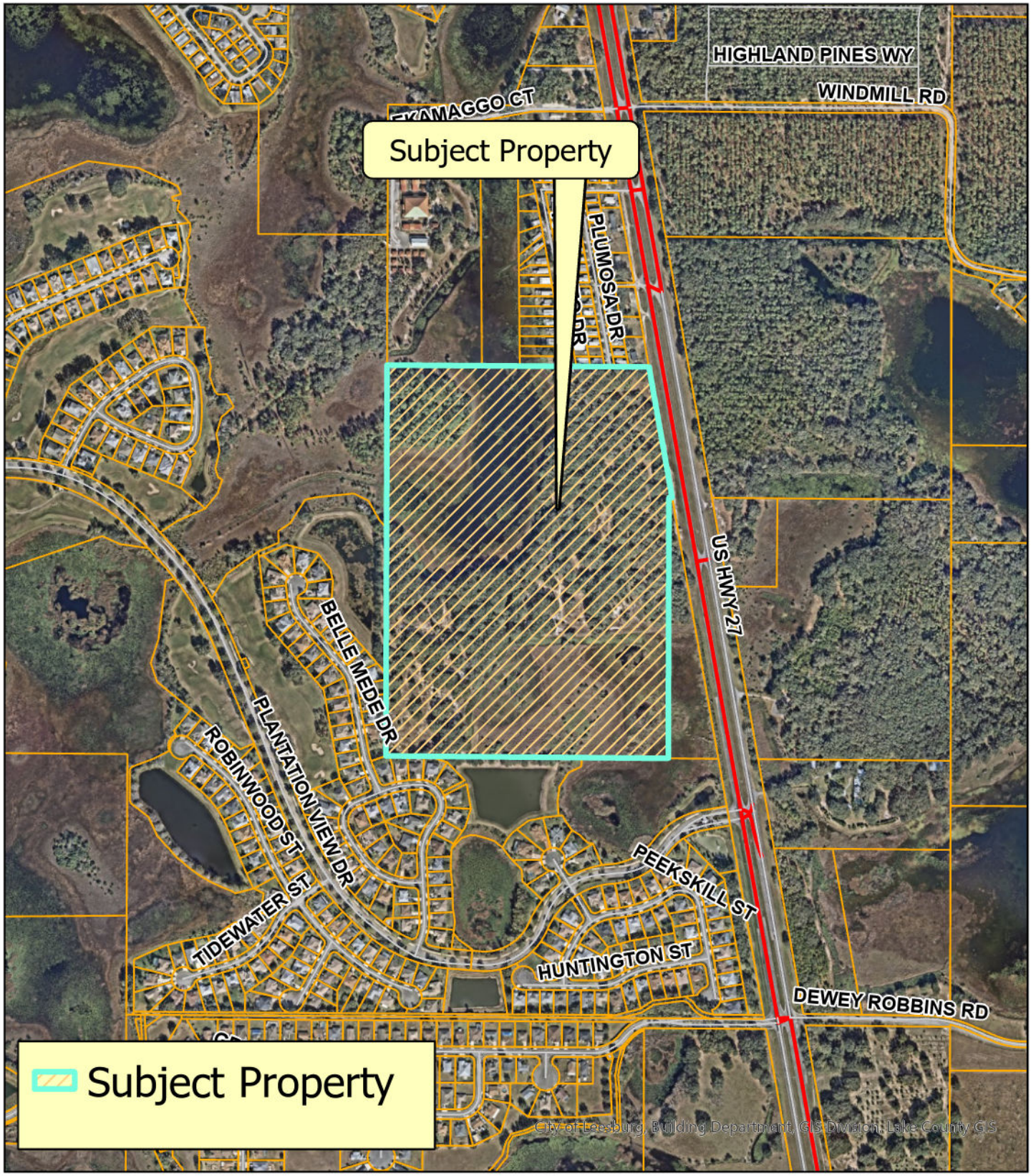
ANNX-26-983, LSCP-26-984, RZ-26-985

Alternate Key: 1088267

Section 36, Township 20 South, Range 24 East

Date: 6/1/2026

Aerial



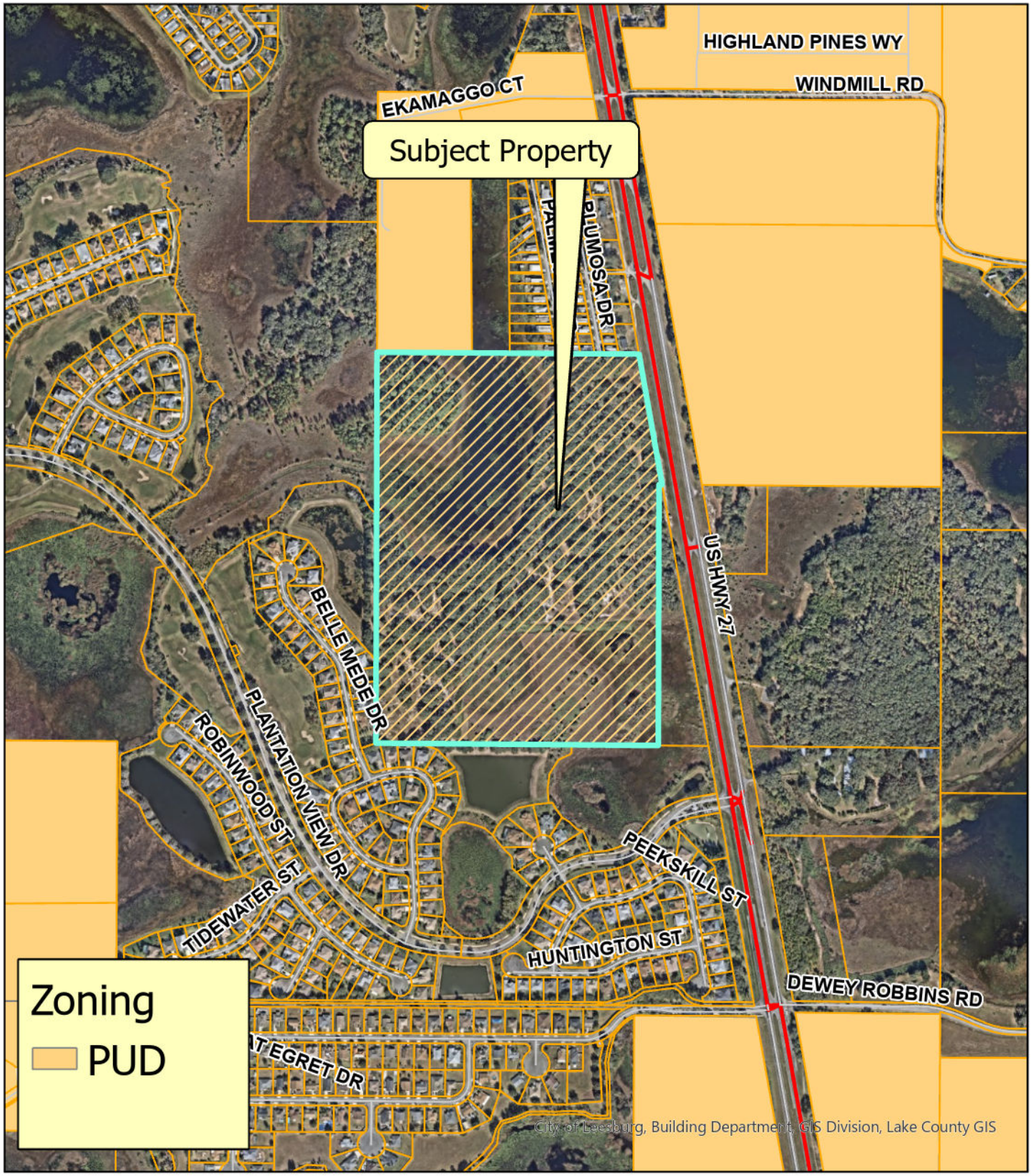
Planning & Zoning Department

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



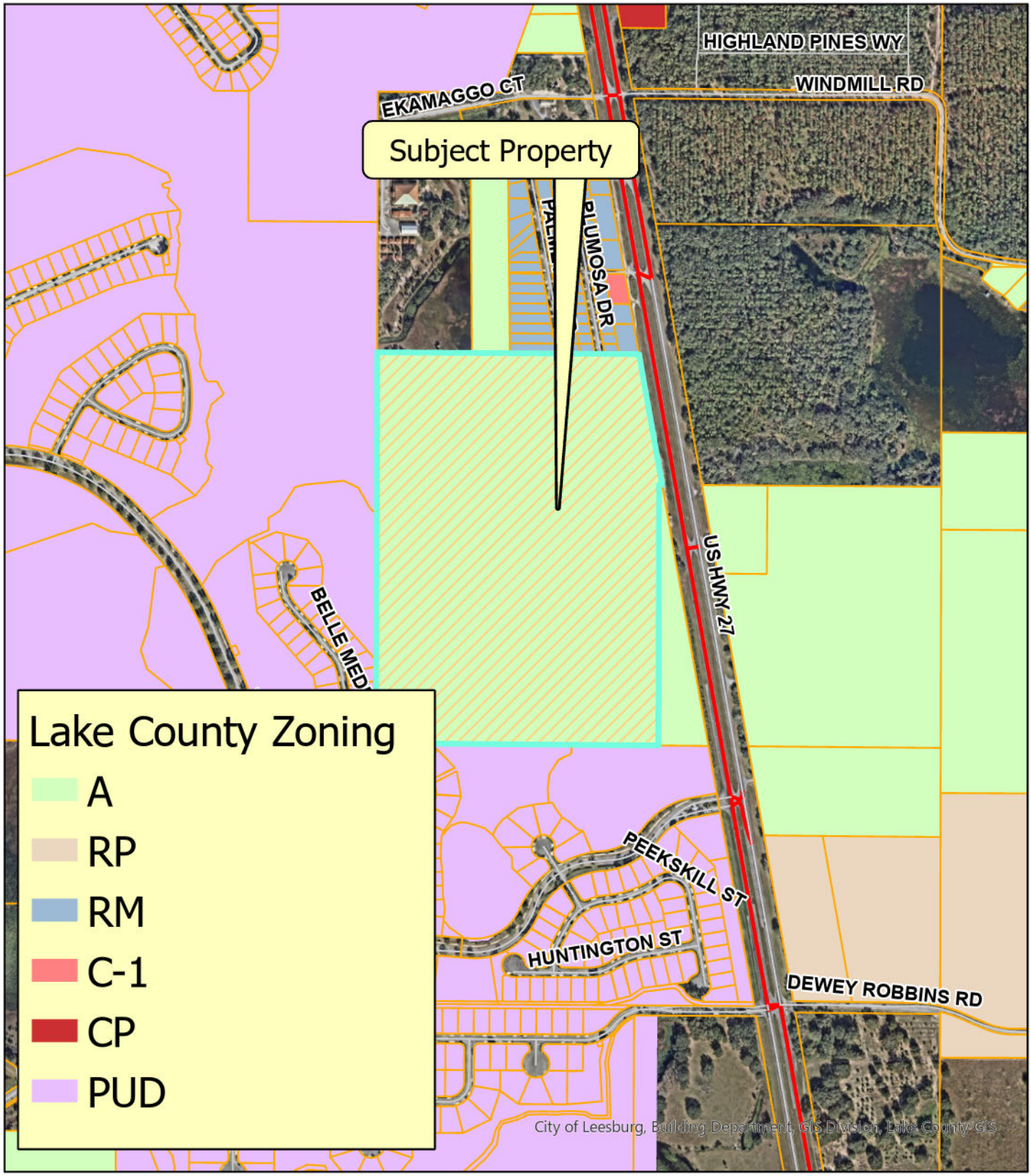
Planning & Zoning Department

N

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 Zoning



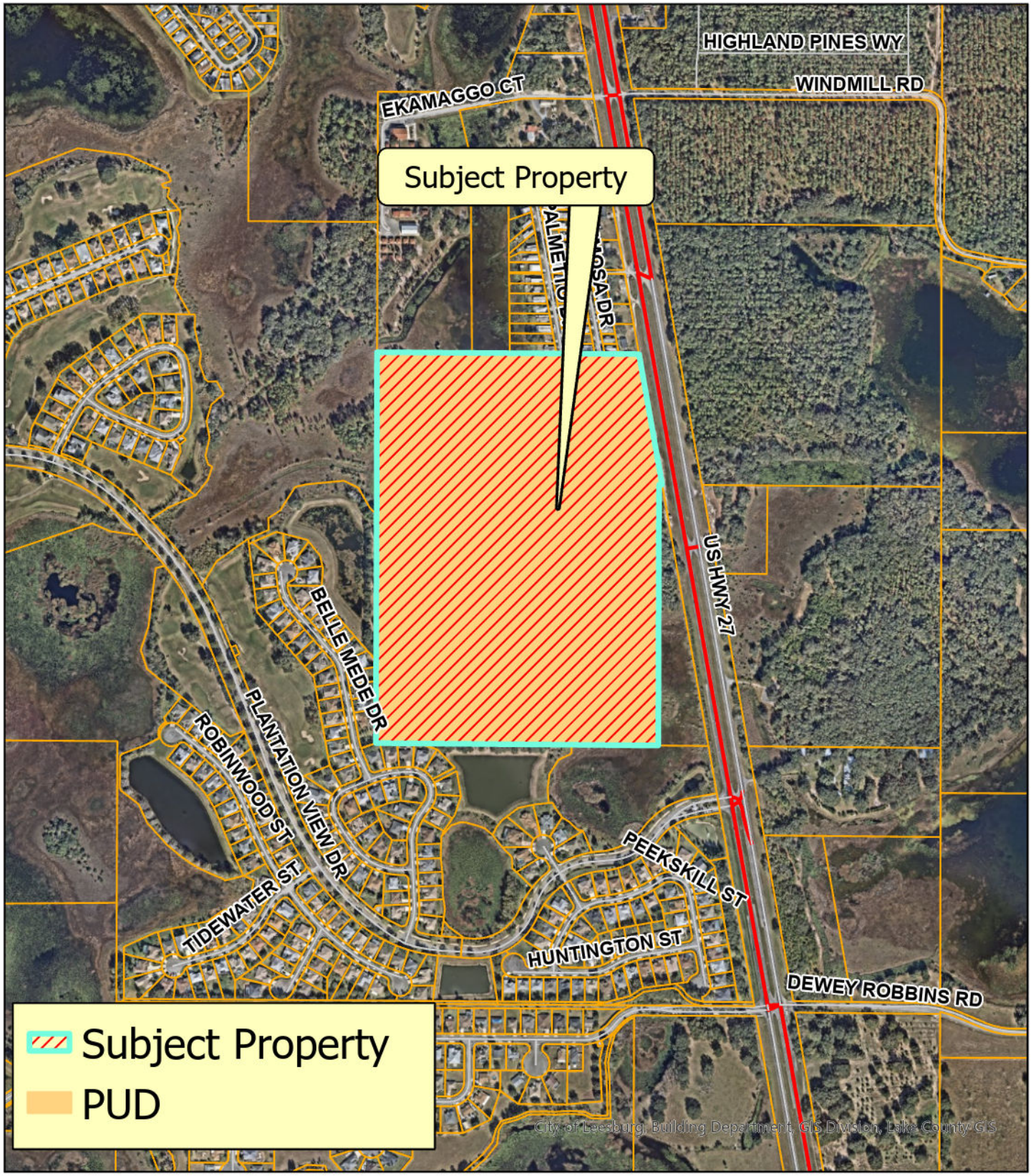
Planning & Zoning Department

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 Zoning



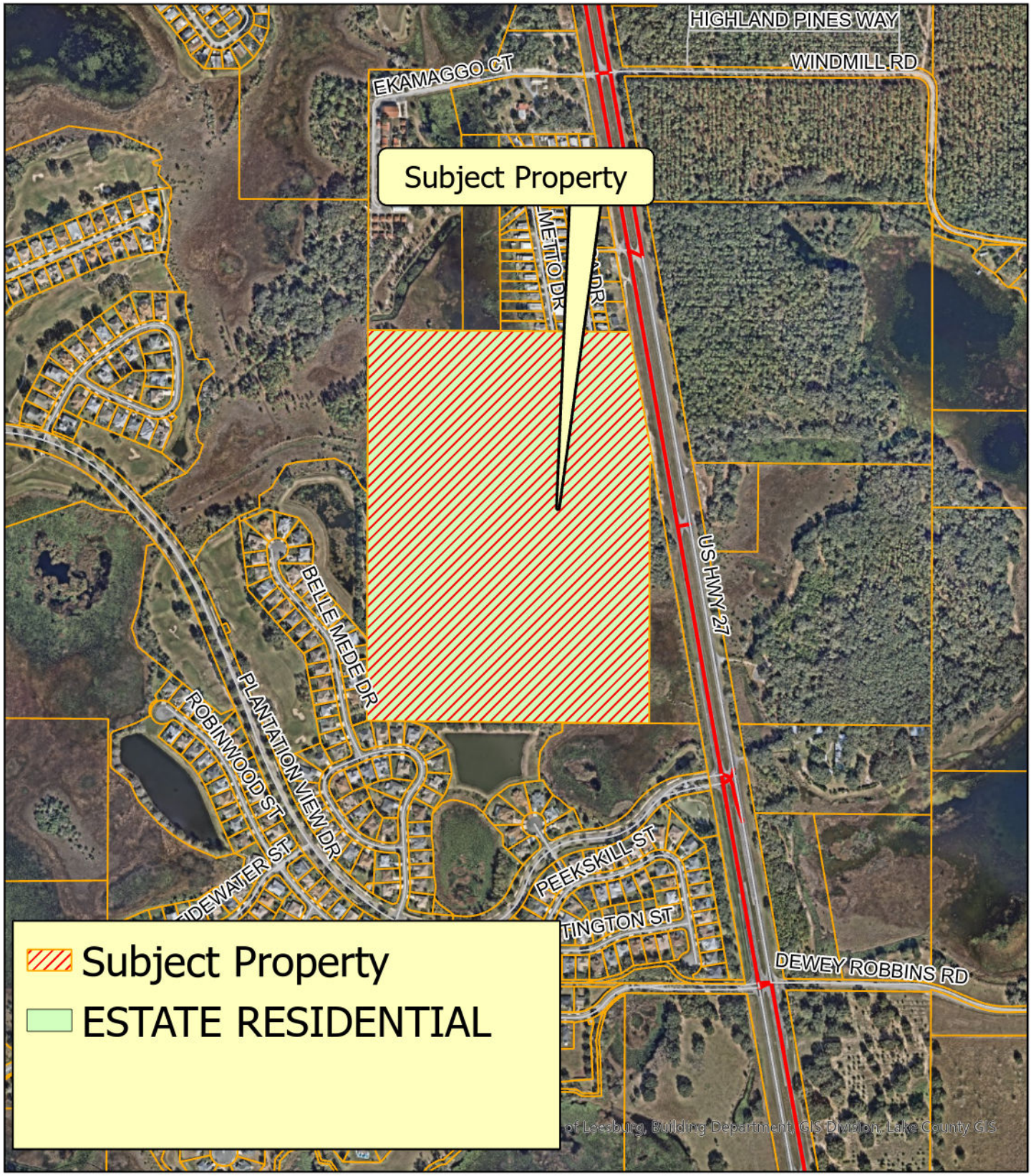
Planning & Zoning Department

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



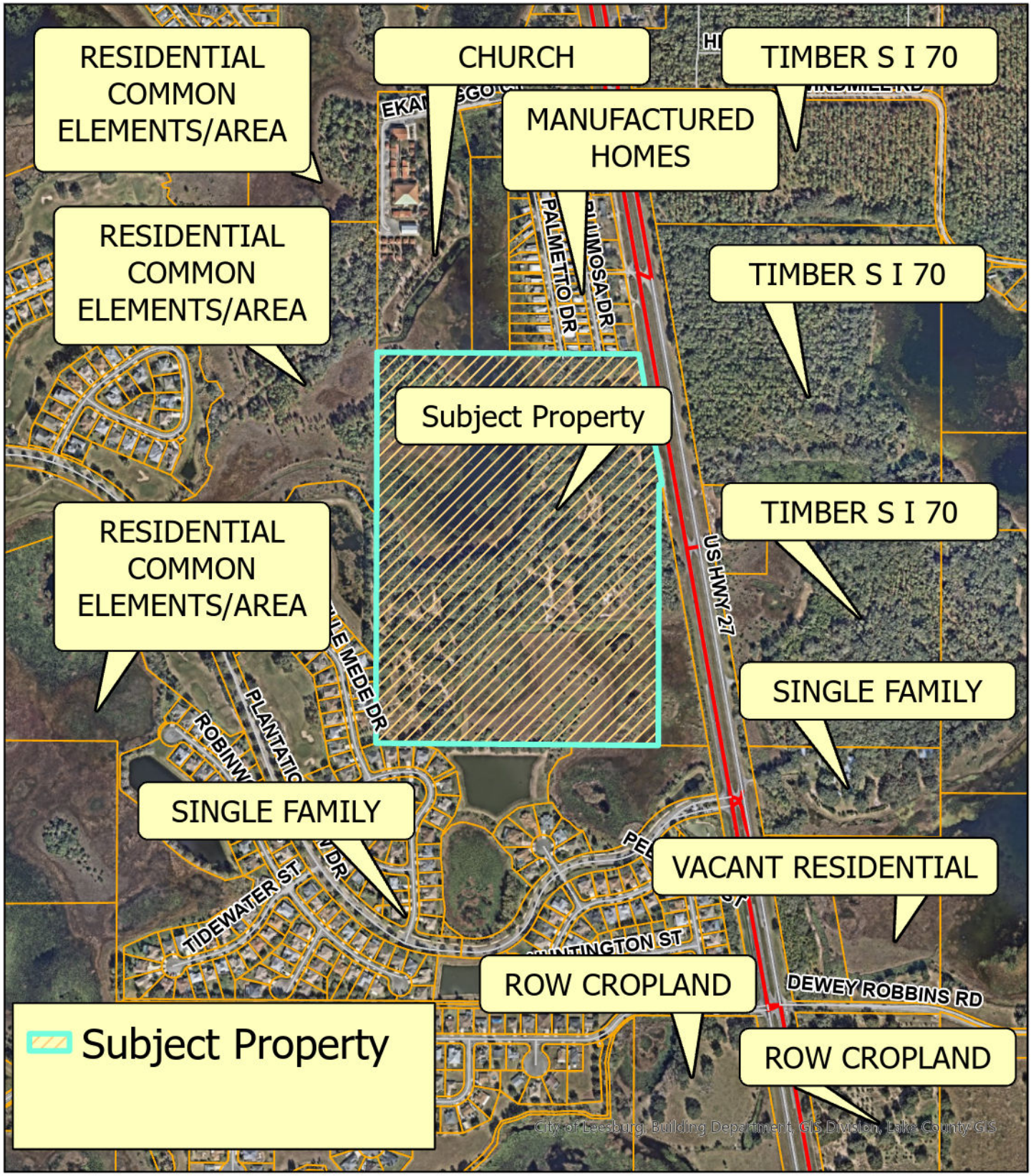
Planning & Zoning Department

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



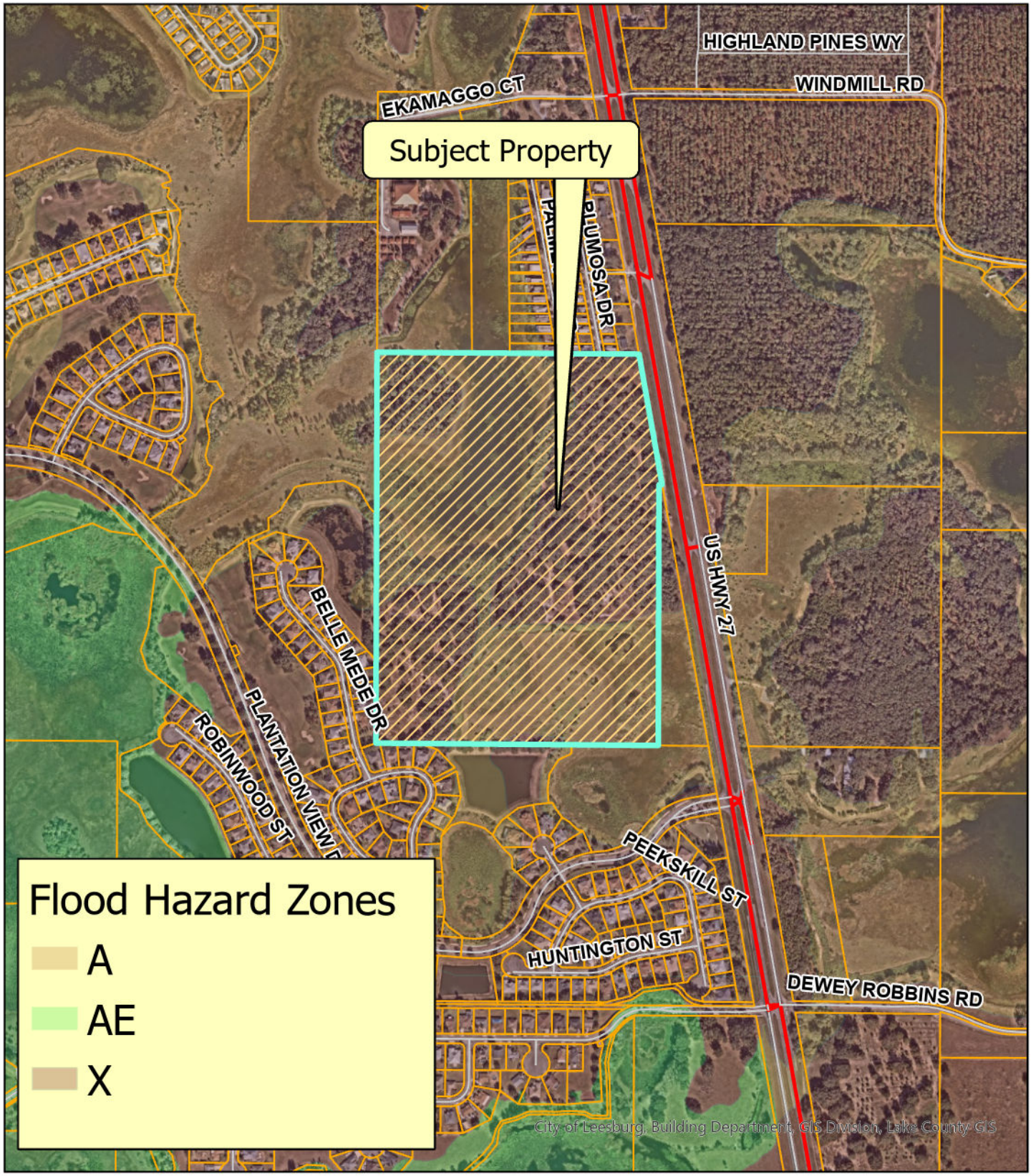
Planning & Zoning Department

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

Flood Hazard Zones



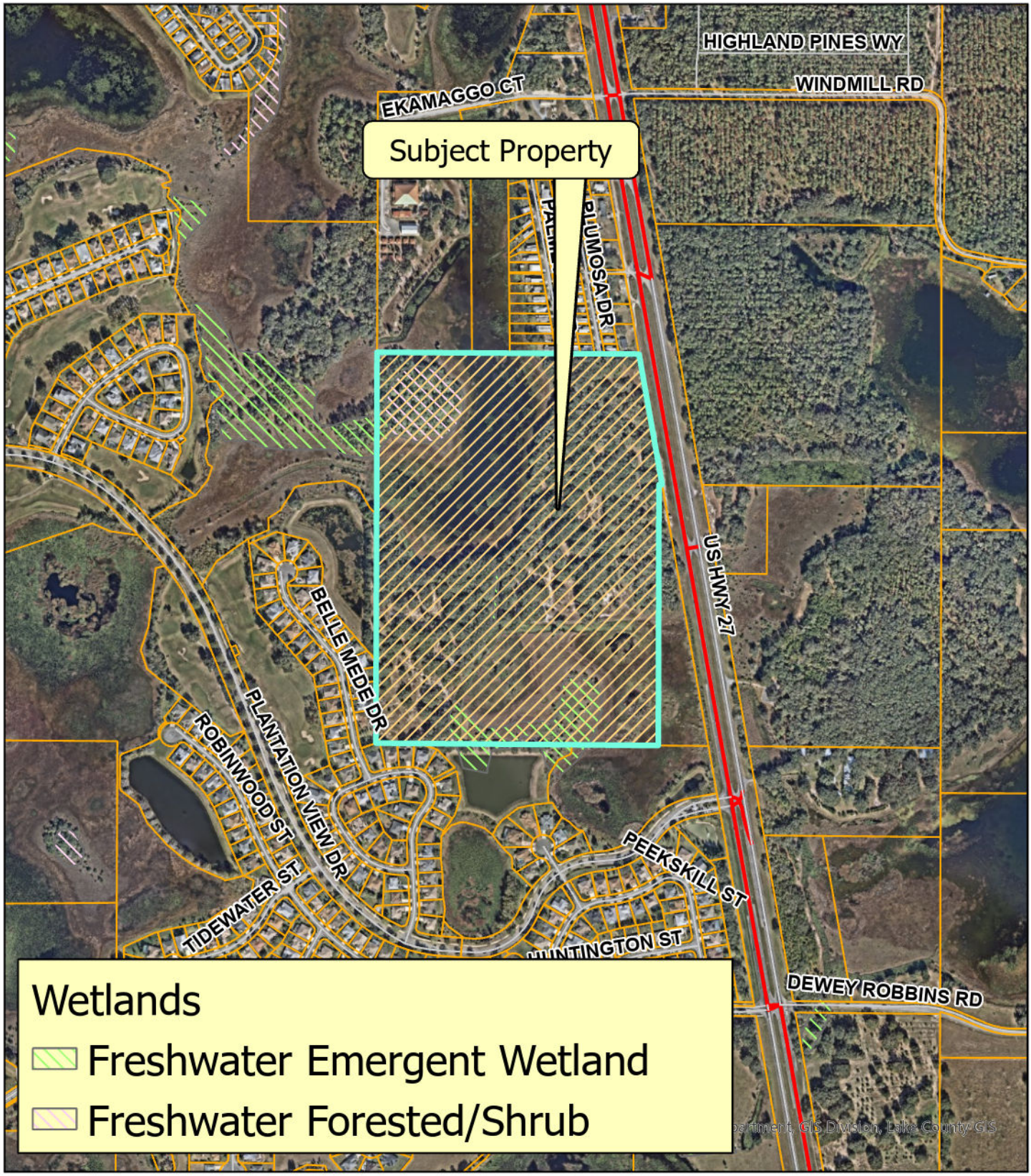
Planning & Zoning Department

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

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.4.
Meeting Date:	July 27, 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 118.05 +/- 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 118.05 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 118.05 +/- 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 118.05 +/- 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.

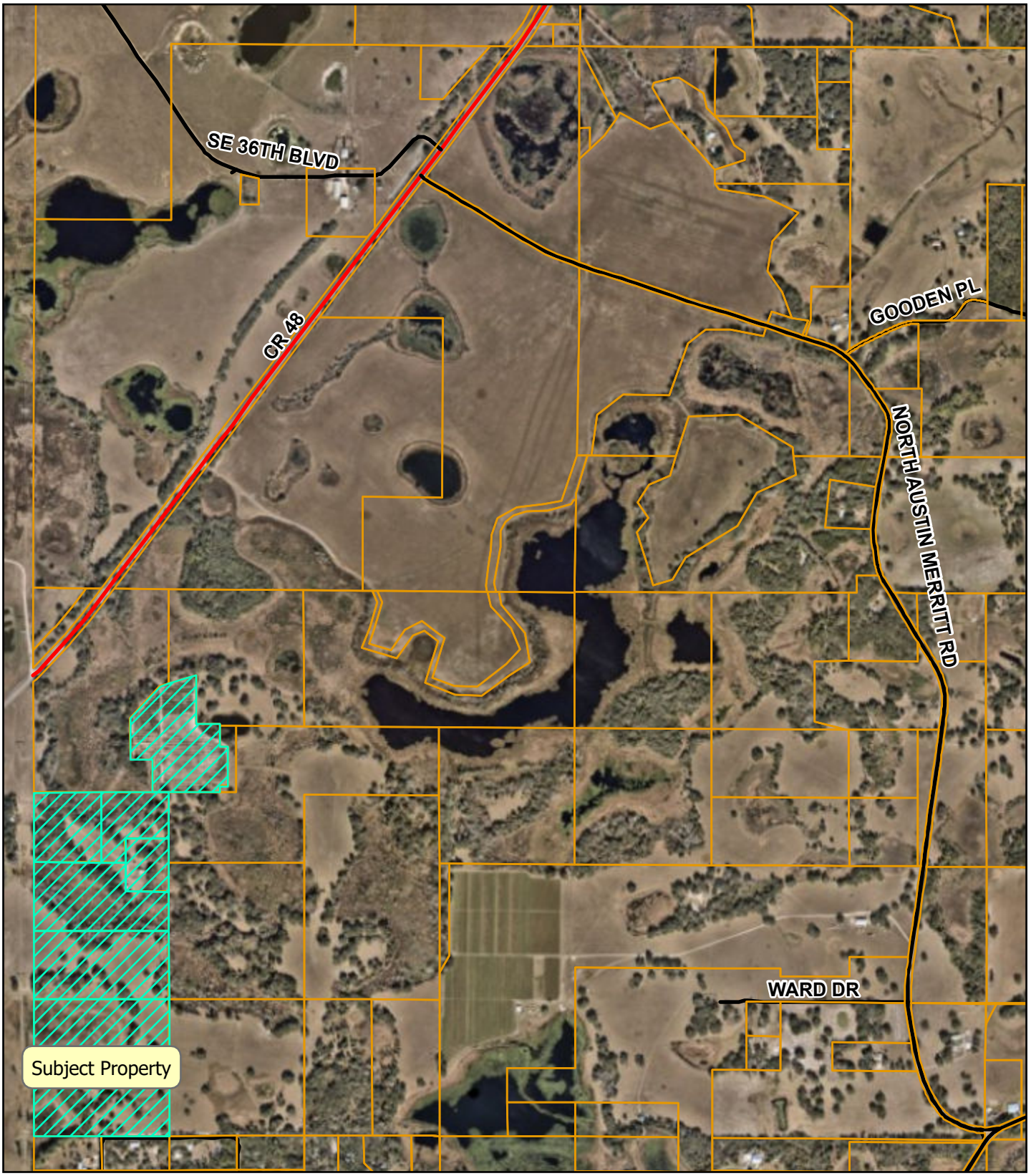
LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

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

0 550 1,100 Feet

Merritt Ranch

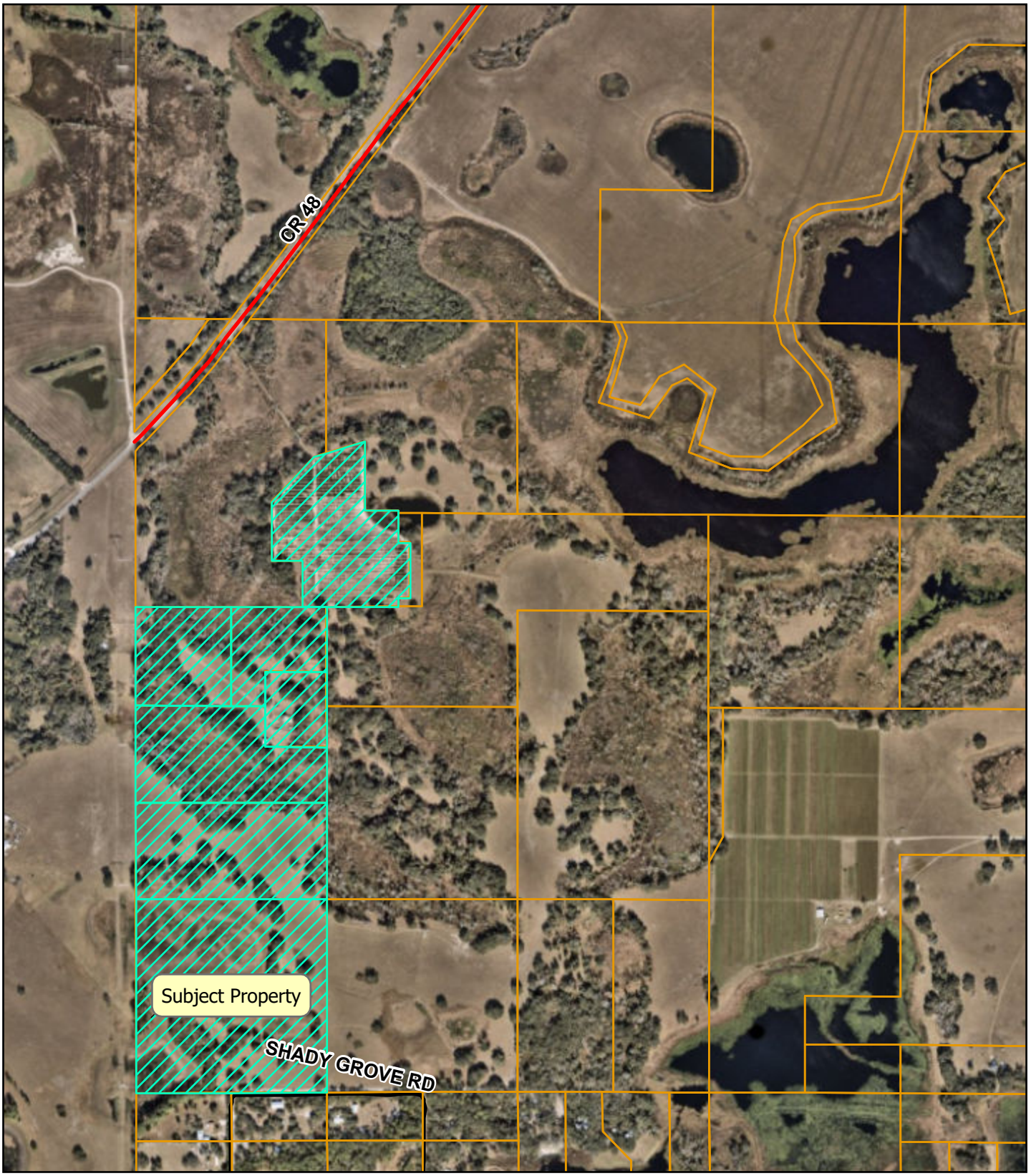
ANNX-26-904

1741912, 3357990, 3613422, 1741921, 3870239, 1088356, 1111358

Section 07, Township 21 South, Range 24 East

Date: 7/15/2026

Aerial



Planning & Zoning Department

N

0 410 820 Feet

Merritt Ranch

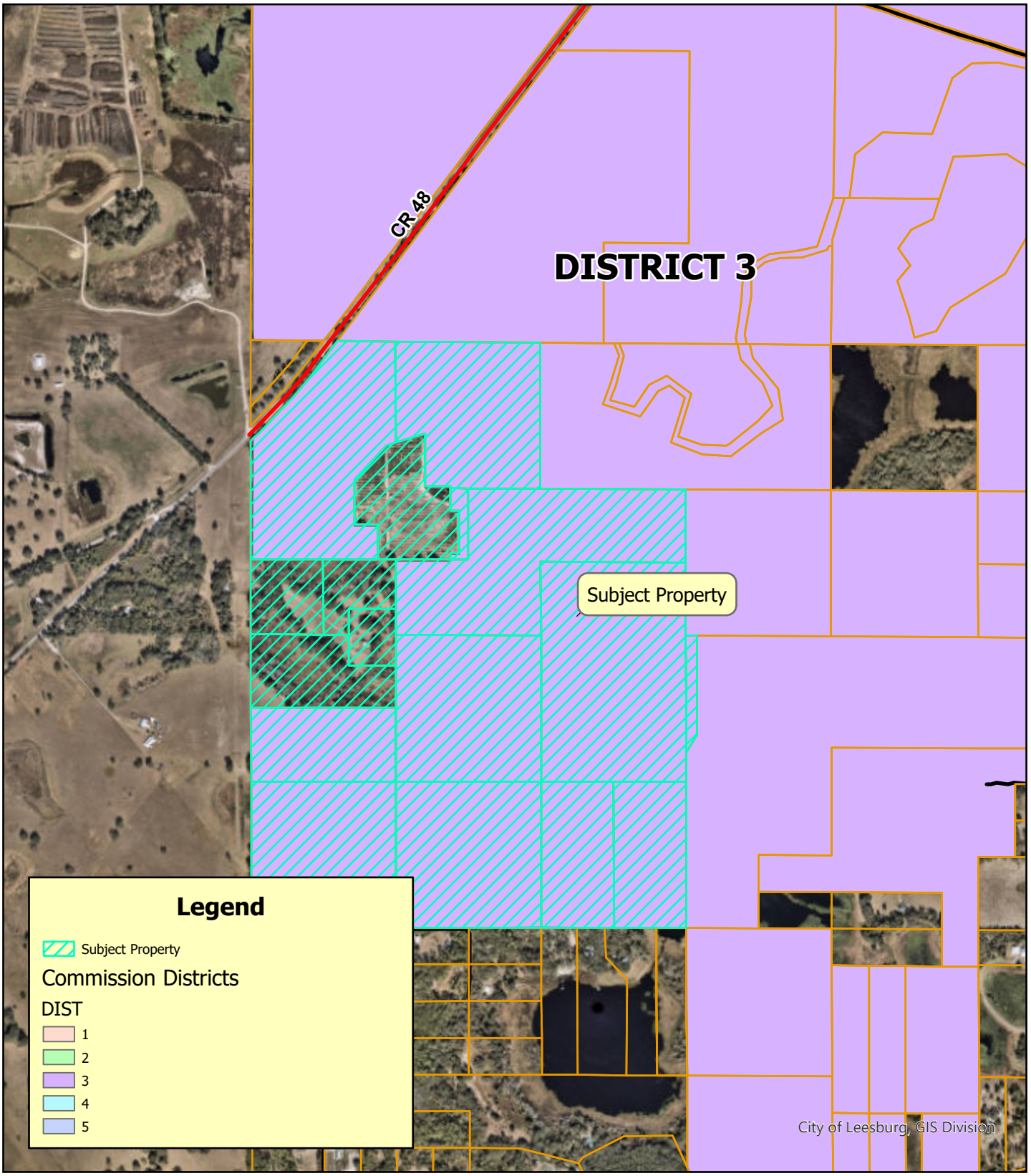
ANNX-26-904

1741912, 3357990, 3613422, 1741921, 3870239, 1088356, 1111358

Section 07, Township 21 South, Range 24 East

Date: 7/15/2026

Commission District



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

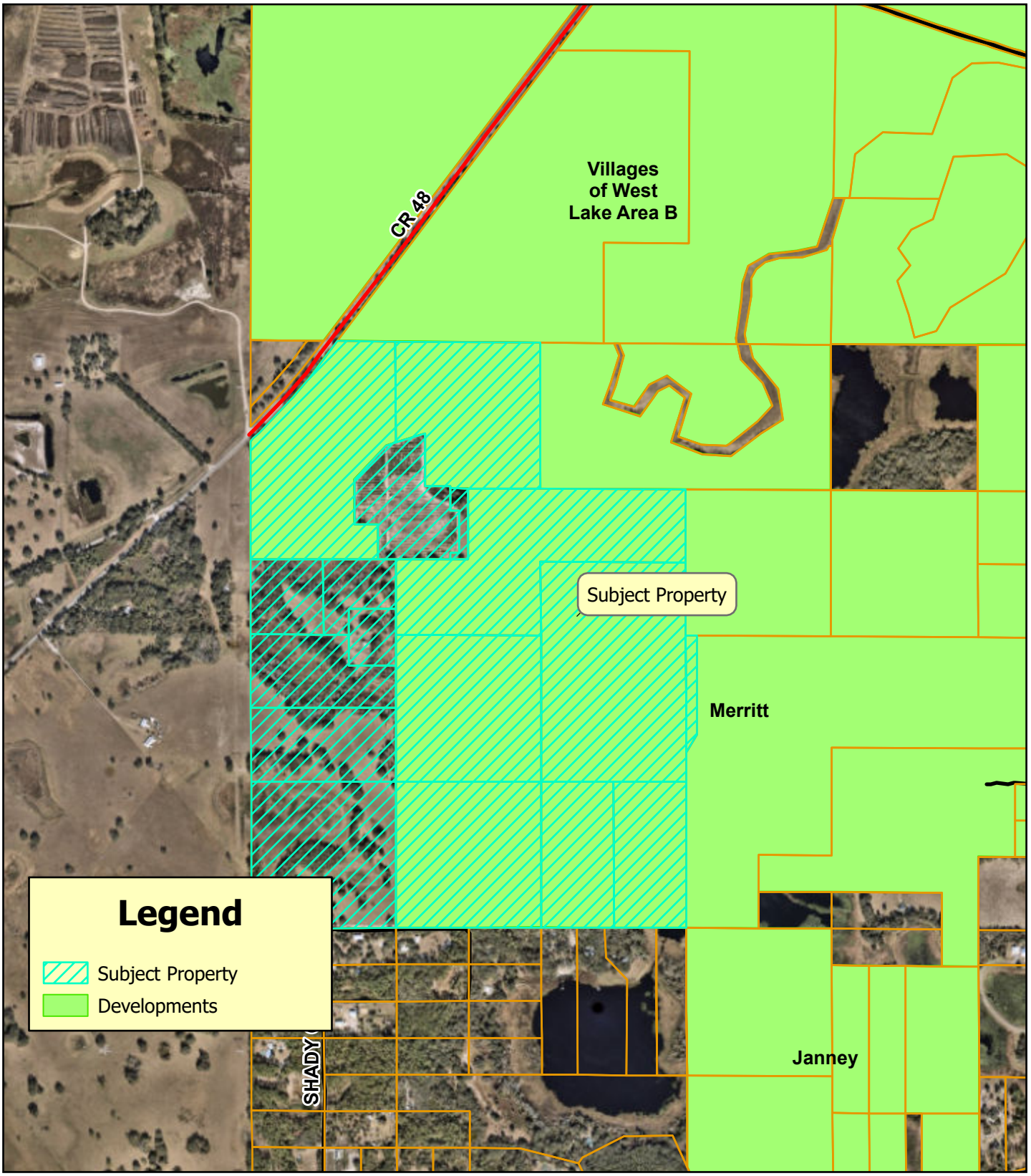
ANNX-26-904, LSCP-26-905, PUD-26-906

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

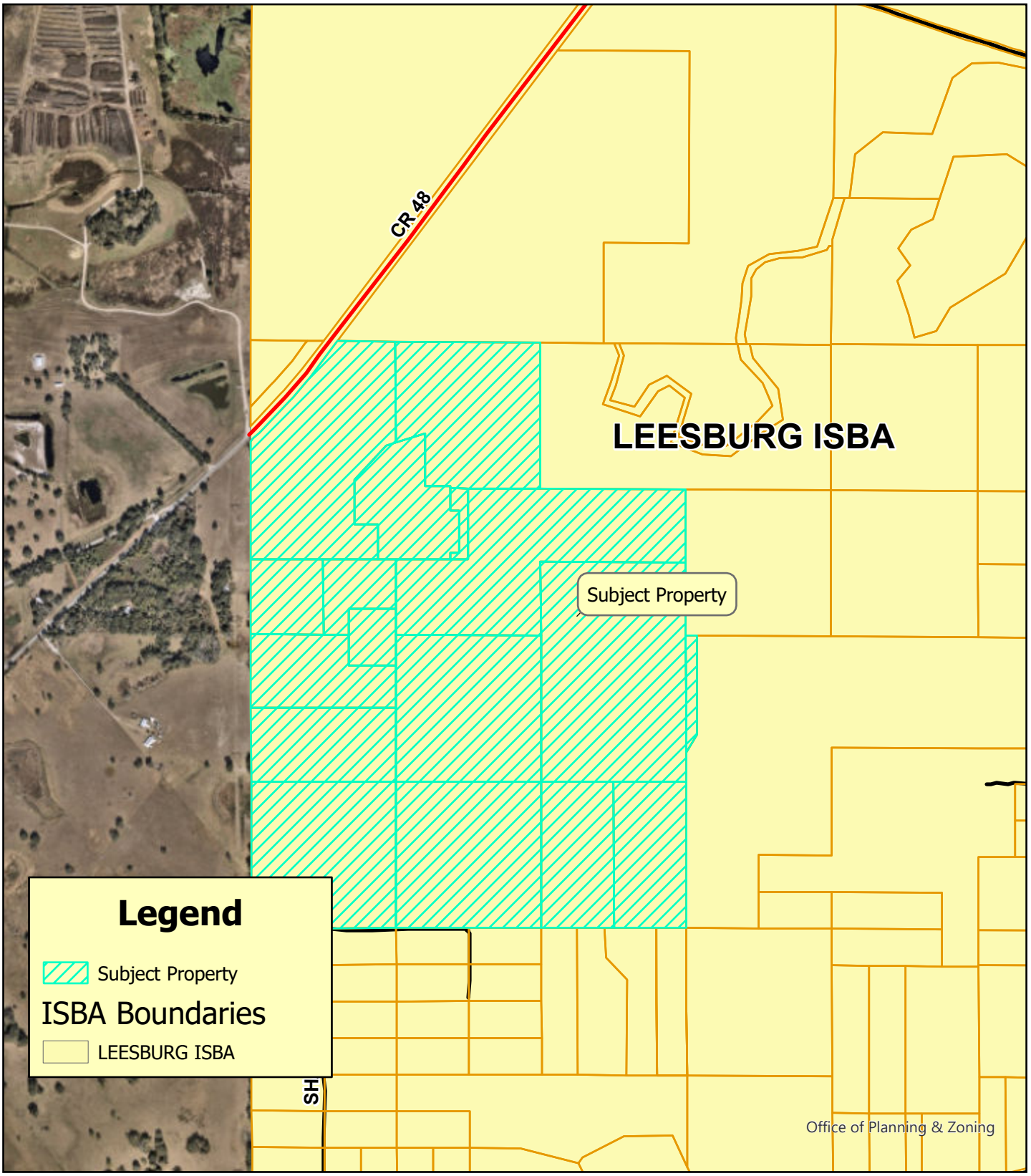
ANNX-26-904, LSCP-26-905, PUD-26-906

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.5.
Meeting Date:	July 27, 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 523 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

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

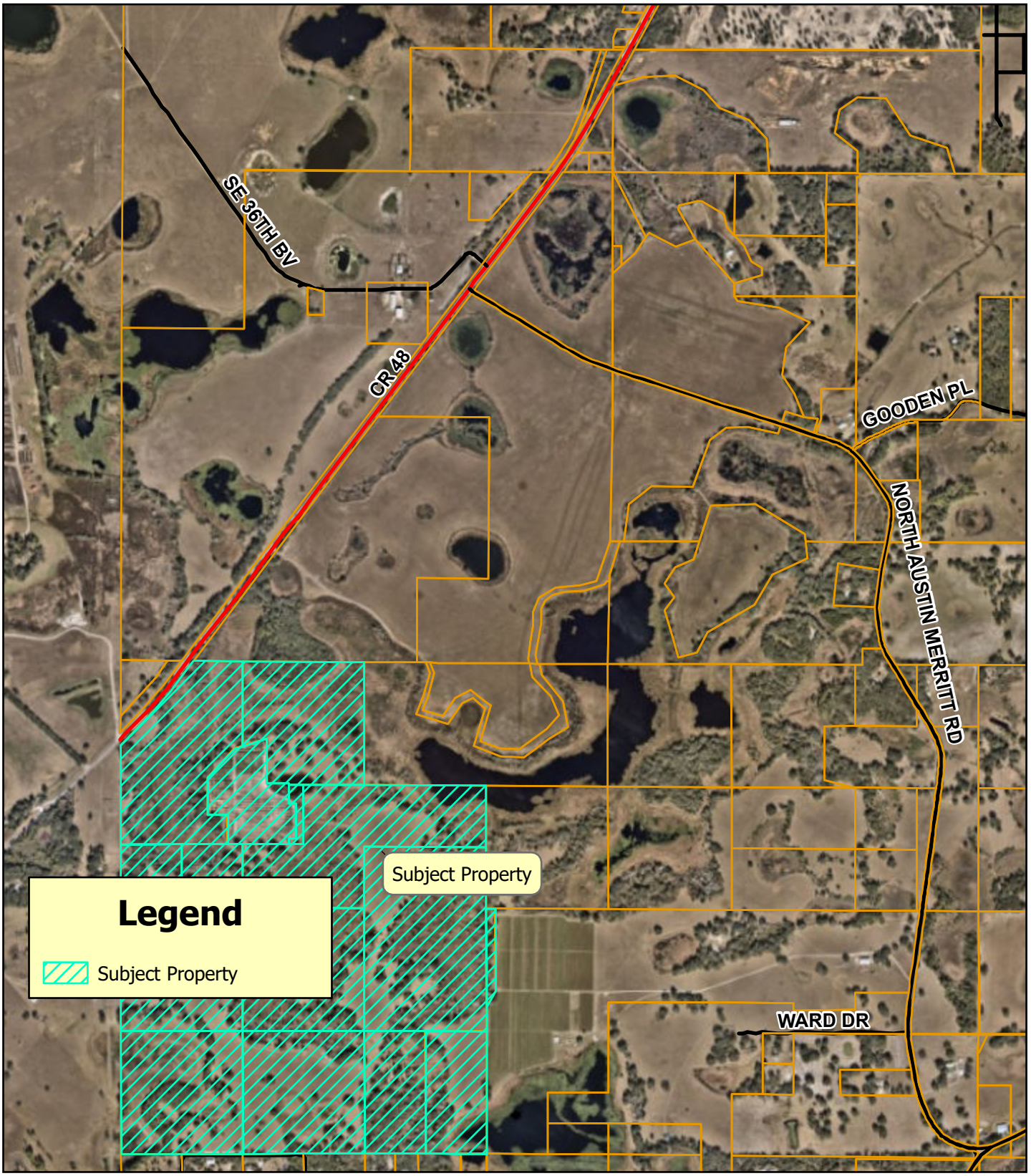
Approval

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

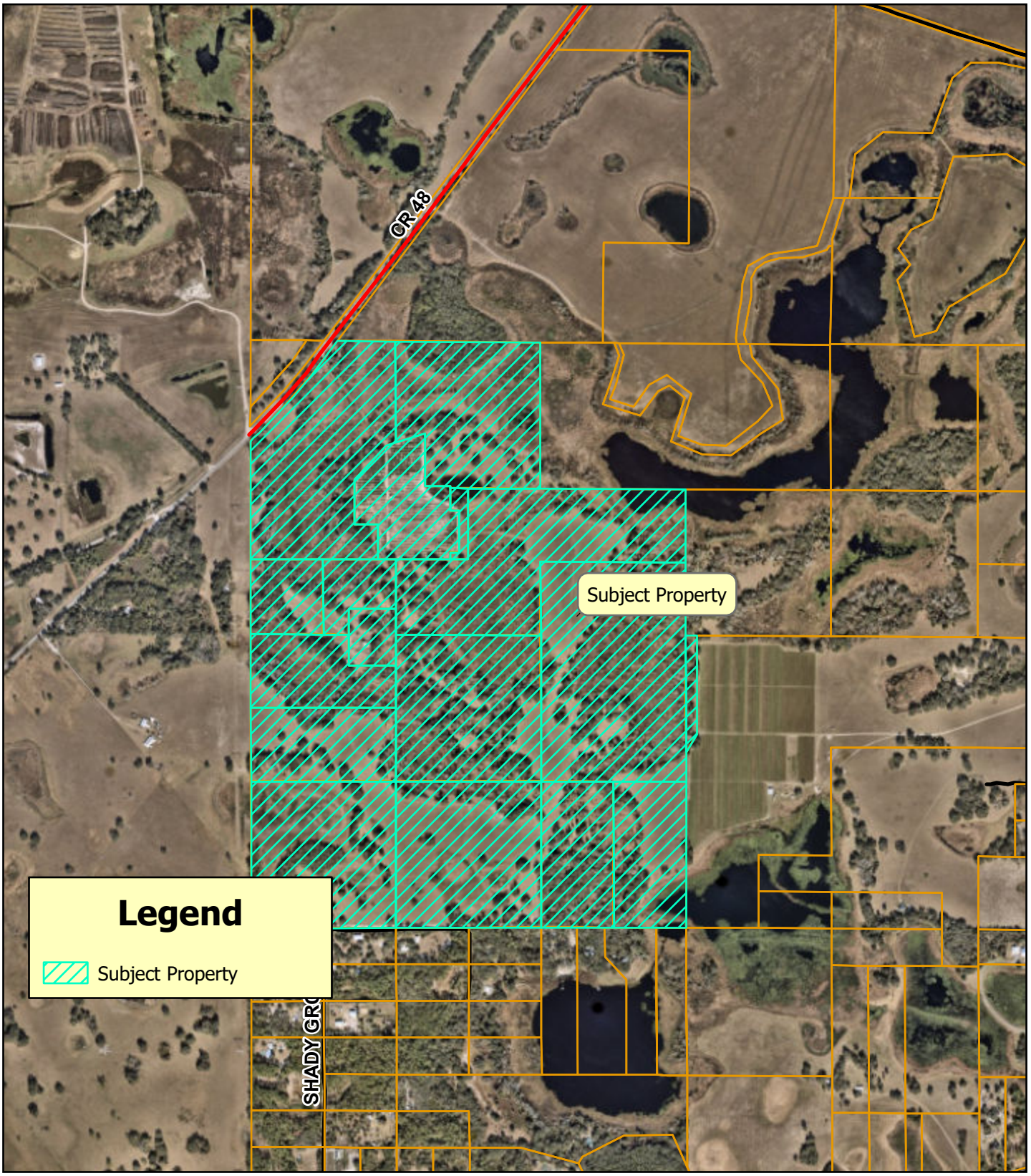
ANNX-26-904, LSCP-26-905, PUD-26-906

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

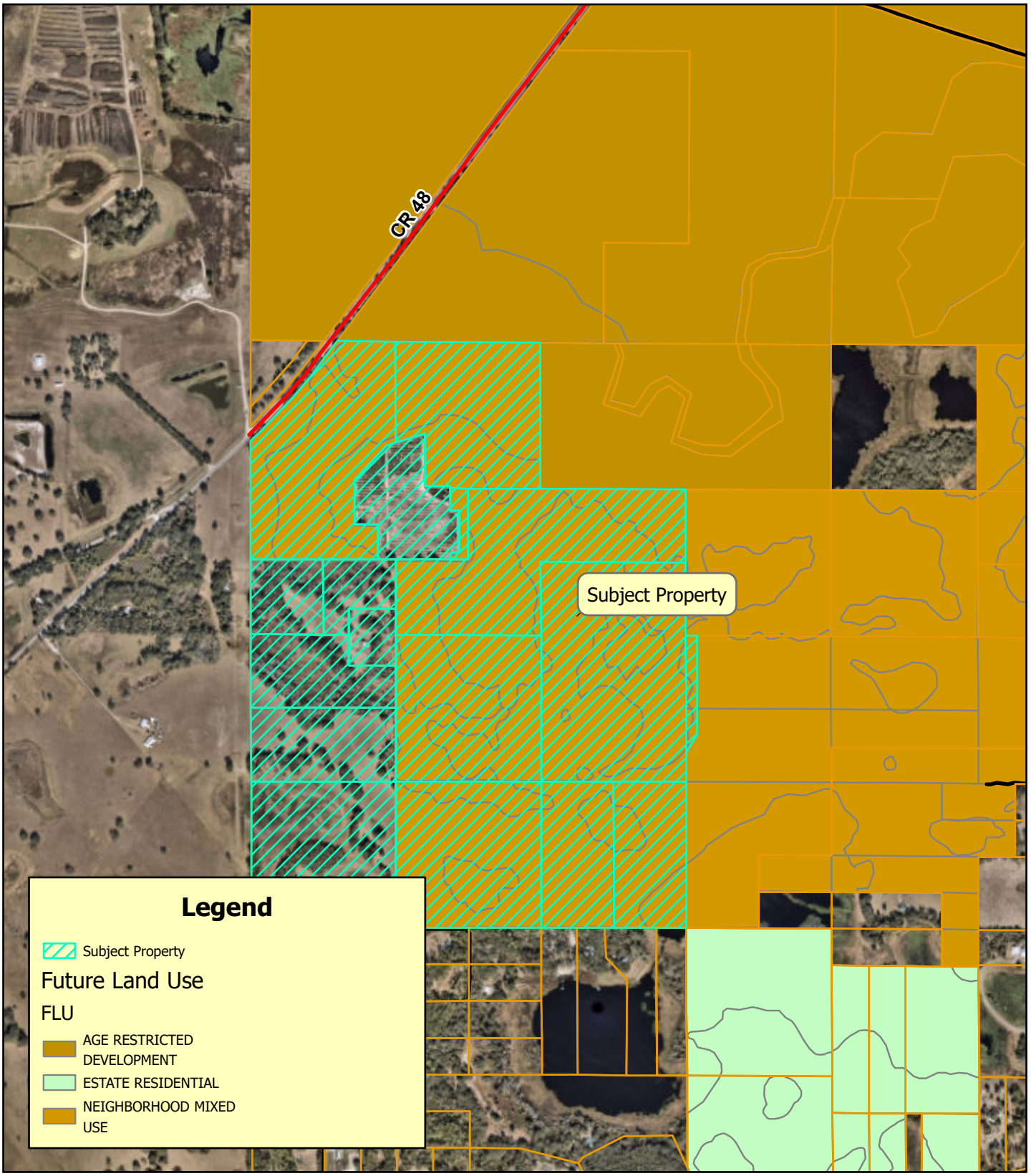
ANNX-26-904, LSCP-26-905, PUD-26-906

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

Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

ANNX-26-904, LSCP-26-905, PUD-26-906

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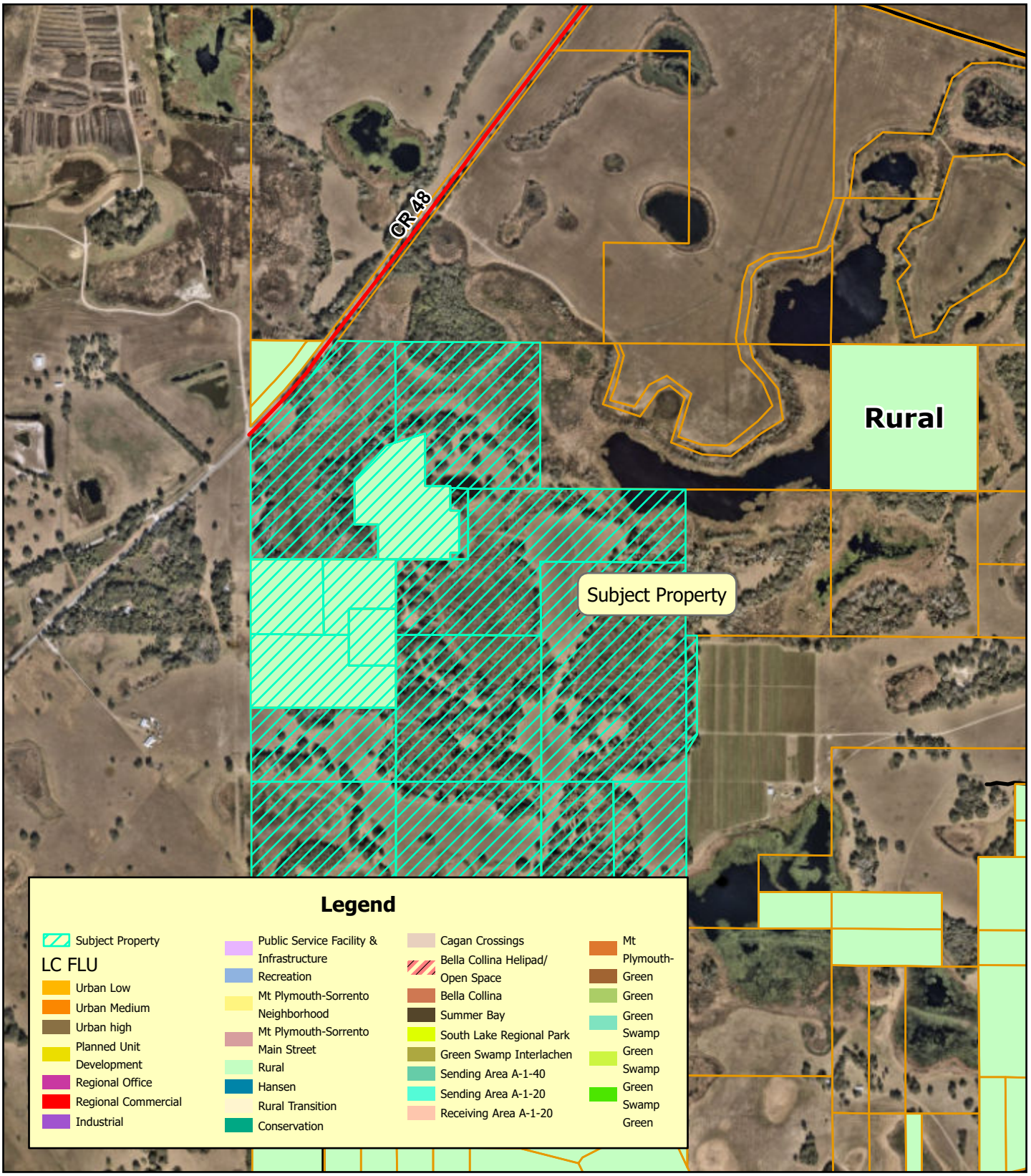
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Lake County Future Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

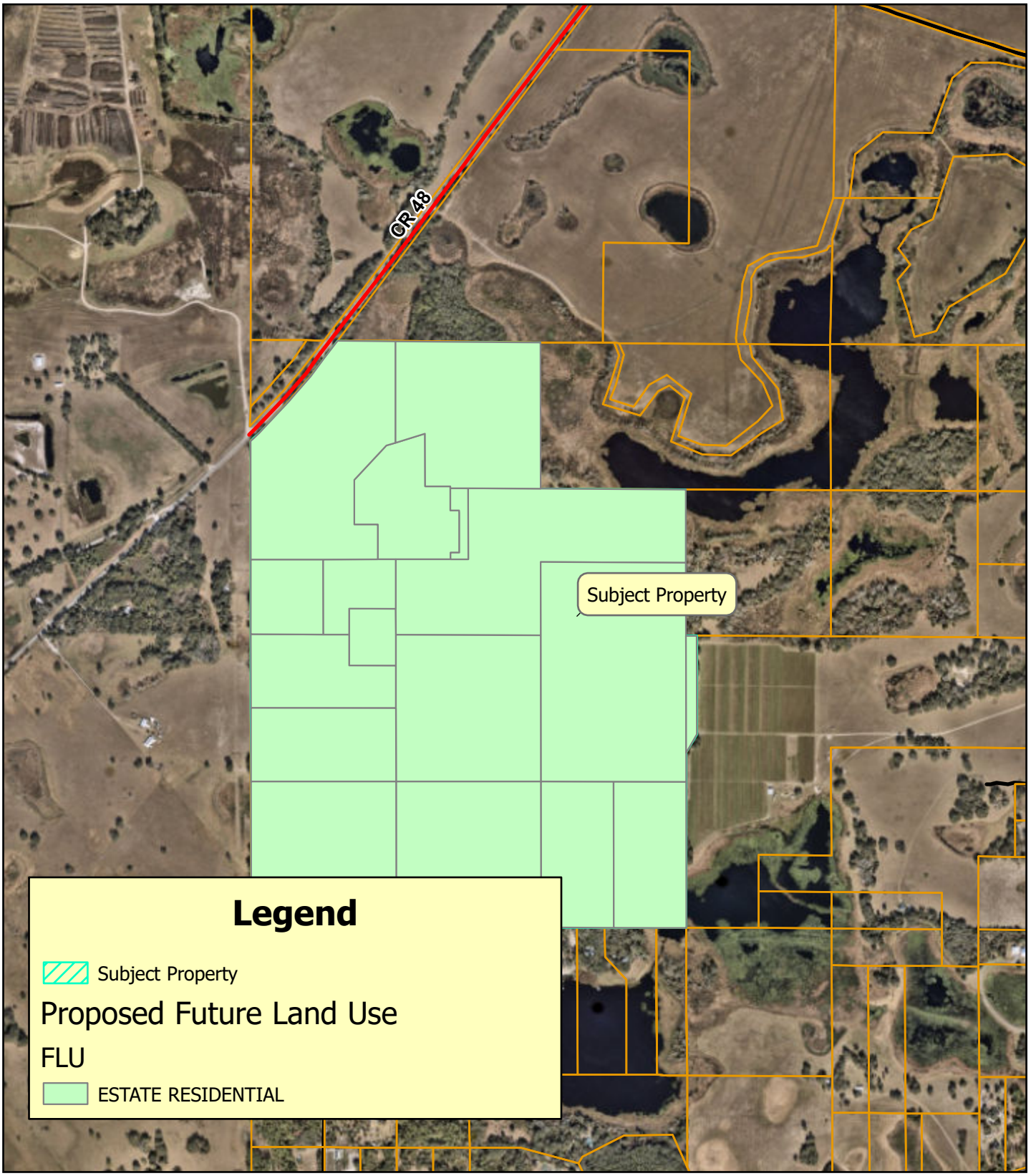
ANNX-26-904, LSCP-26-905, PUD-26-906

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

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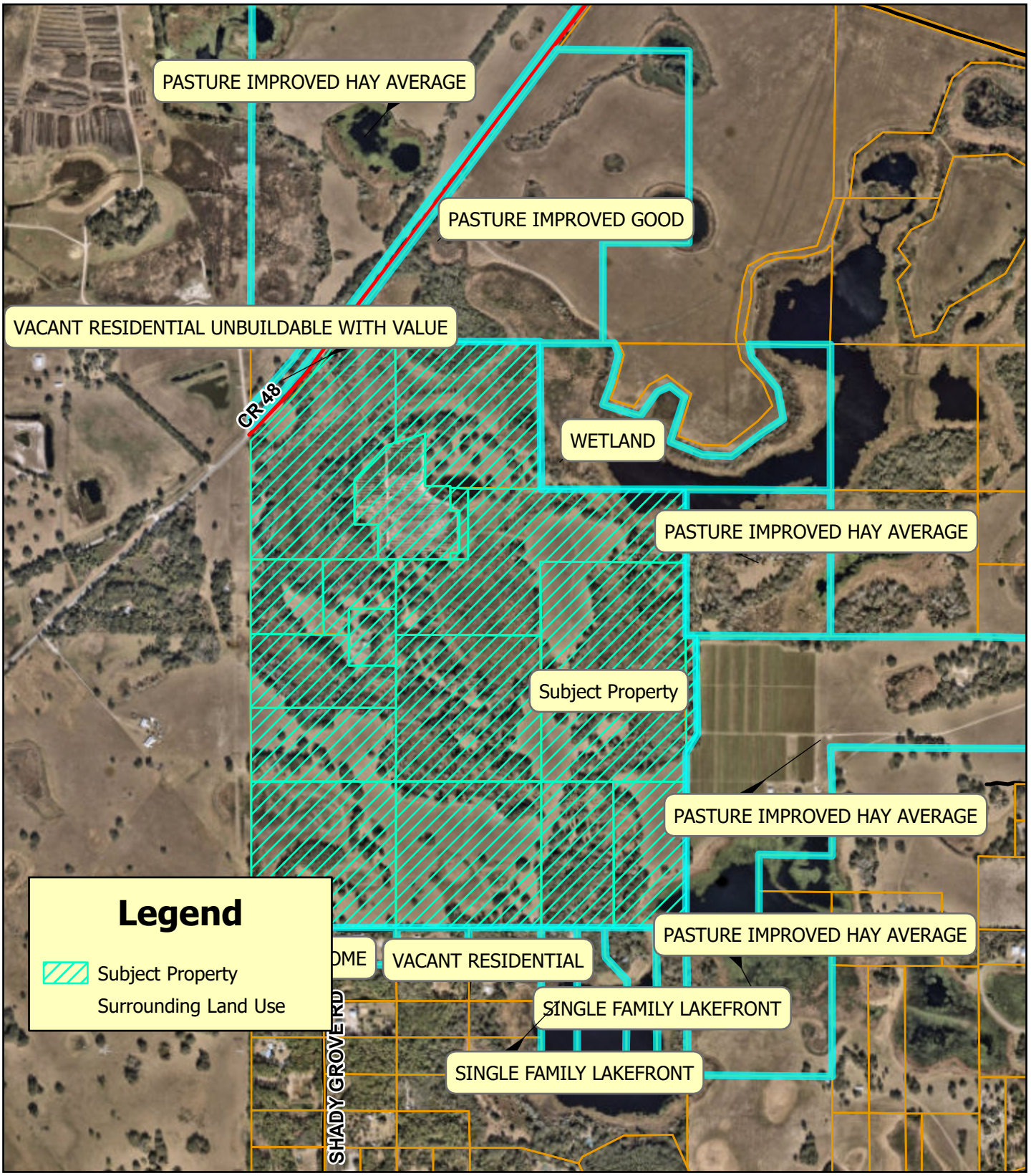
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Surrounding Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

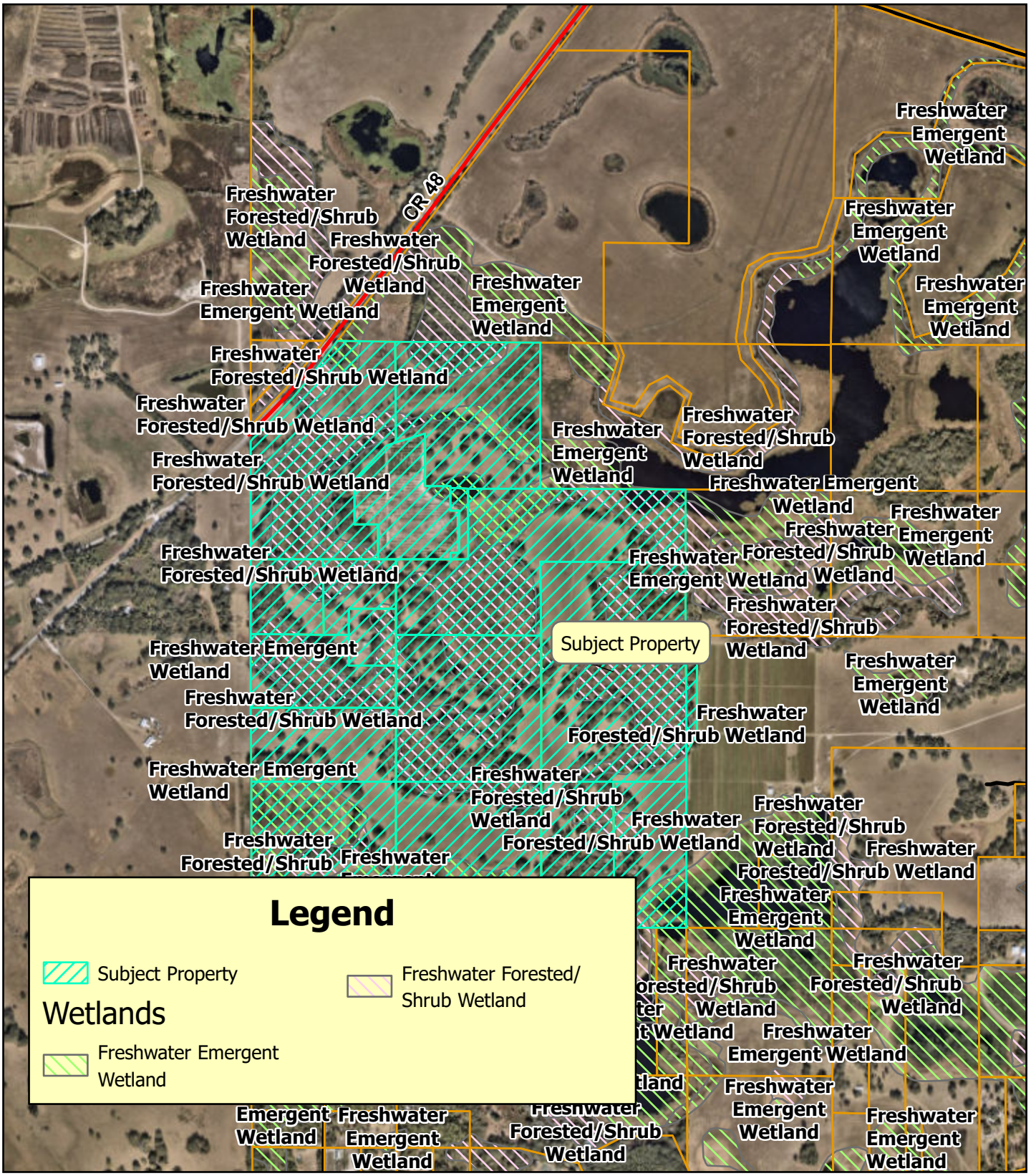
ANNX-26-904, LSCP-26-905, PUD-26-906

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

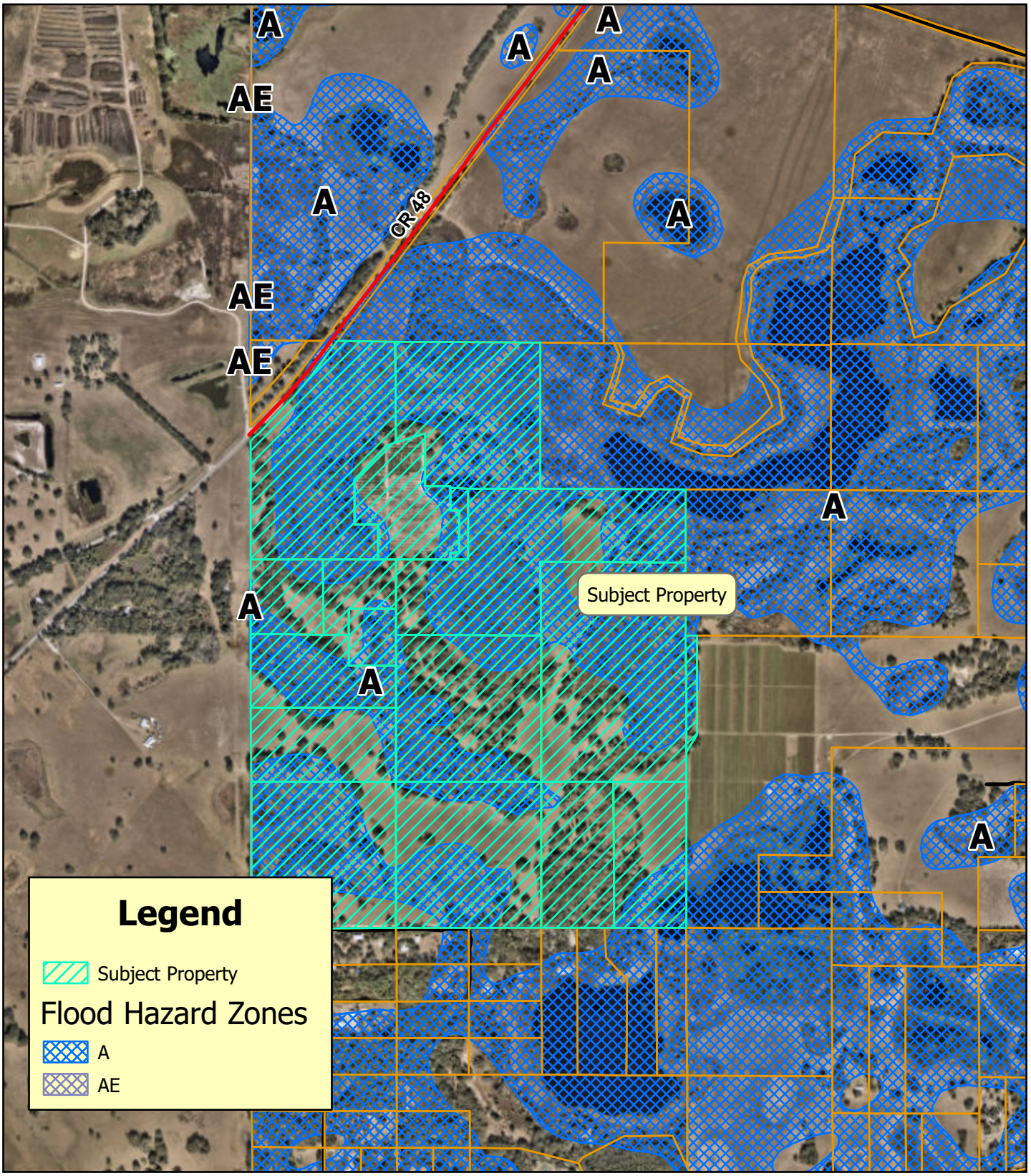
ANNX-26-904, LSCP-26-905, PUD-26-906

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

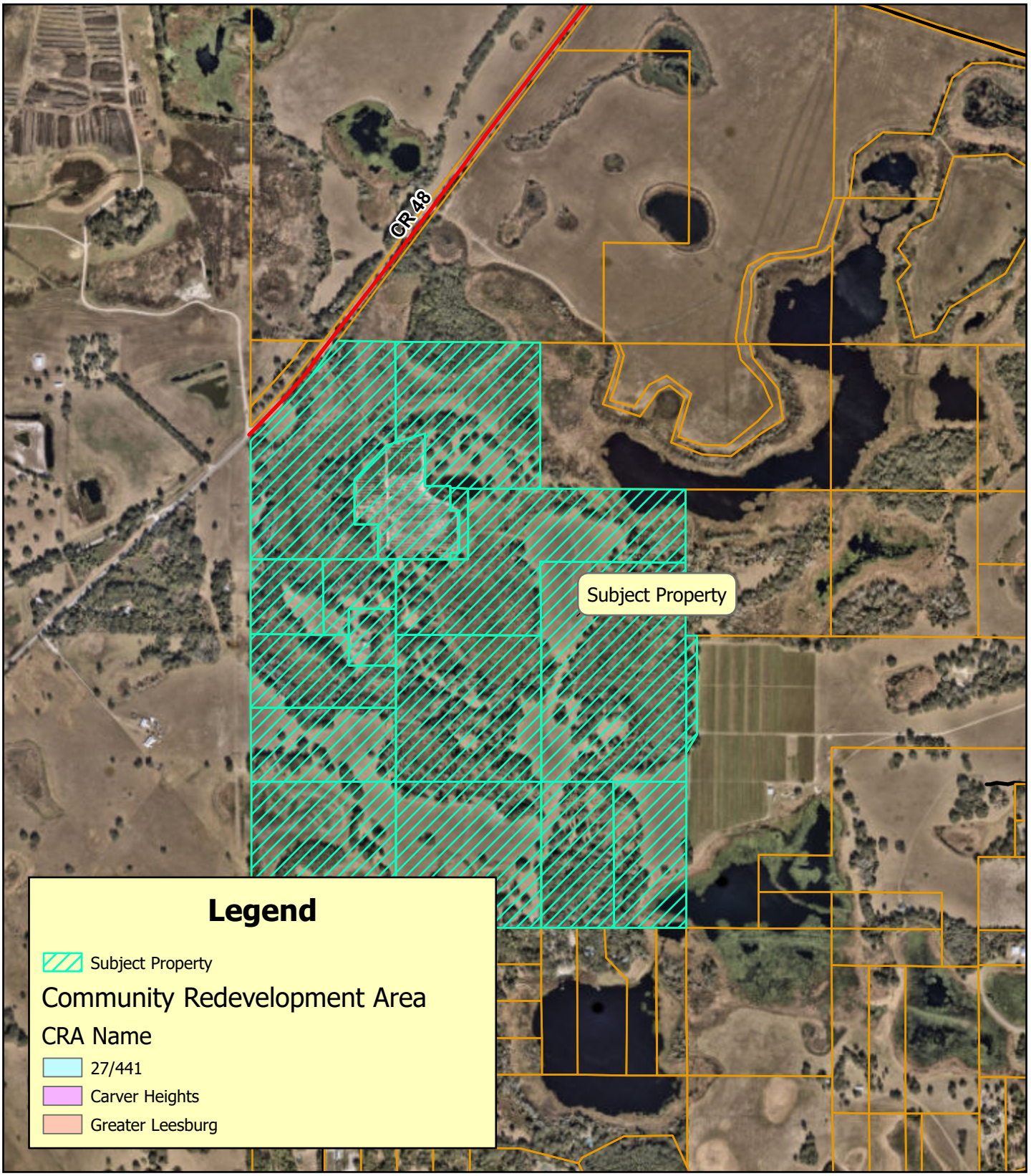
ANNX-26-904, LSCP-26-905, PUD-26-906

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

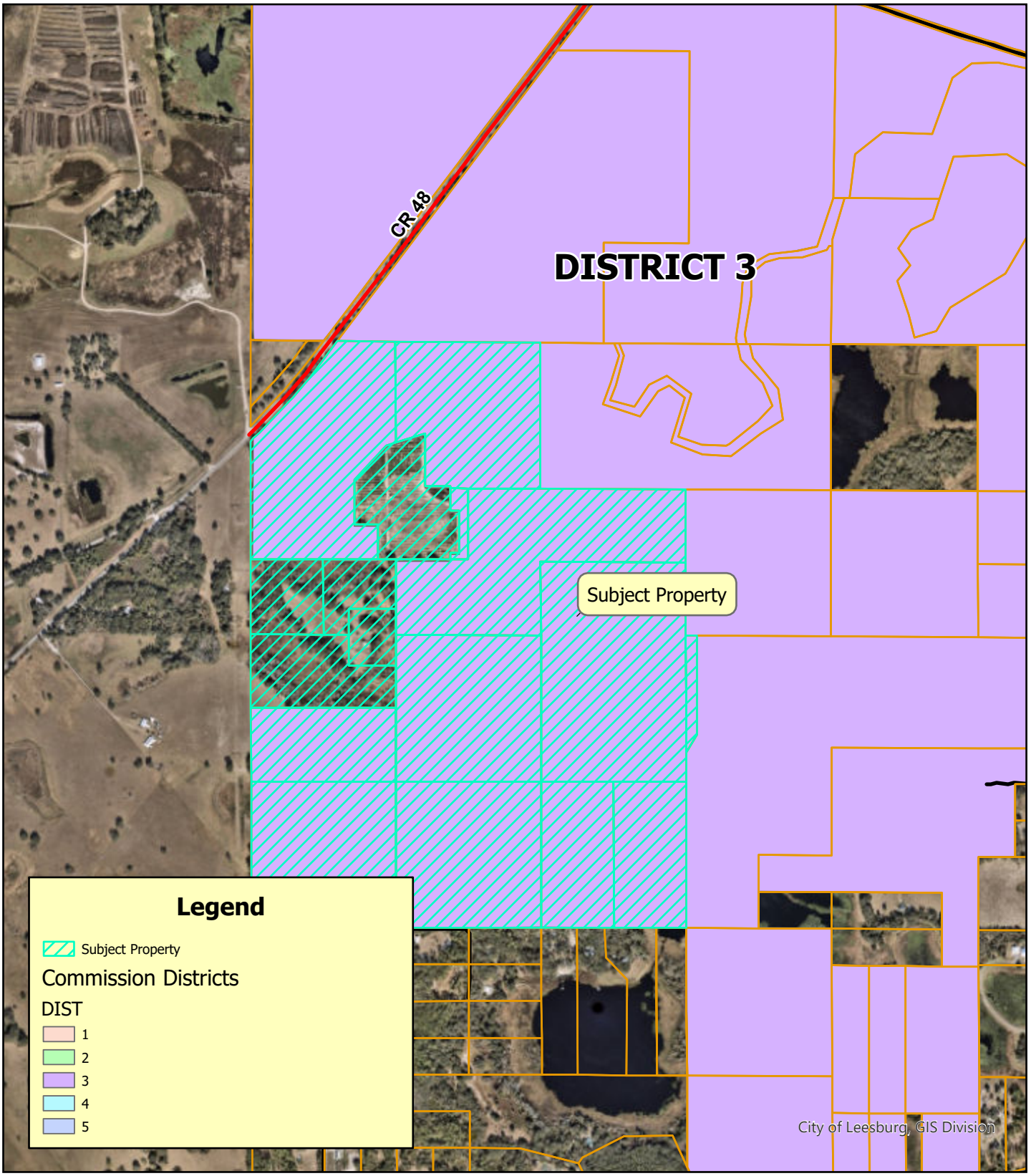
ANNX-26-904, LSCP-26-905, PUD-26-906

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
Lake Front City

Agenda Memorandum

Item No:	6.B.6.
Meeting Date:	July 27, 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 523 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 523 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 523 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 523 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.

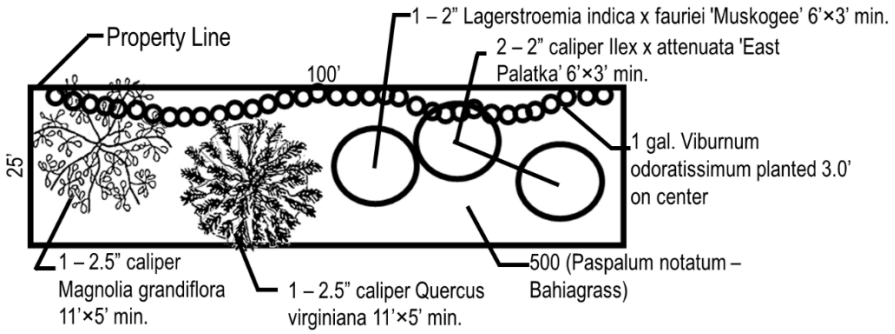
H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

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:

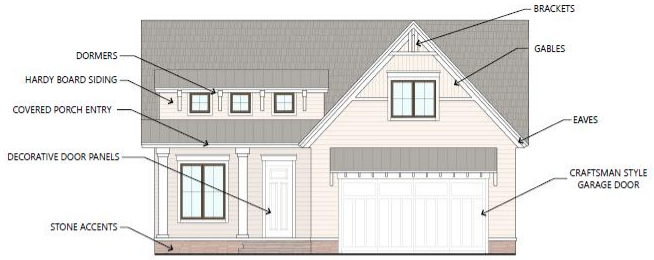
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT: (PARCEL 13)

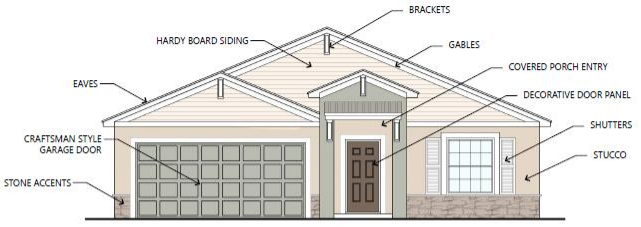
FROM THE WEST 1/4 CORNER OF SAID SECTION 7, RUN EAST 900.48 FEET TO POINT OF BEGINNING, THENCE RUN NORTH 235 FEET, EAST 425 FEET, SOUTH 515 FEET, WEST 425 FEET, NORTH 280 FEET TO POINT OF BEGINNING, SECTION 07, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT C **CONCEPTUAL SITE PLAN**

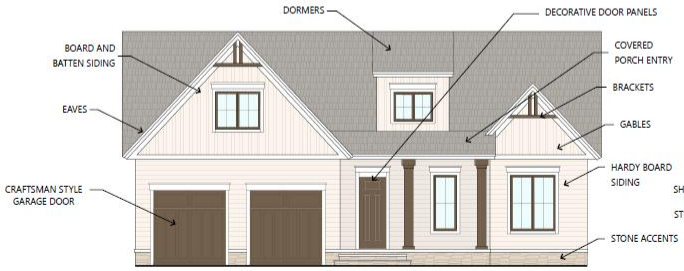
EXHIBIT D **REPRESENTATIVE FAÇADE SAMPLES**



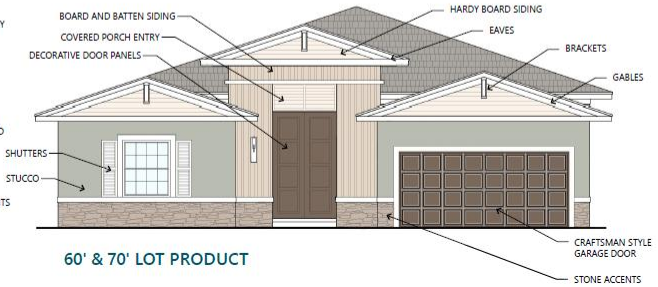
50' LOT PRODUCT



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/

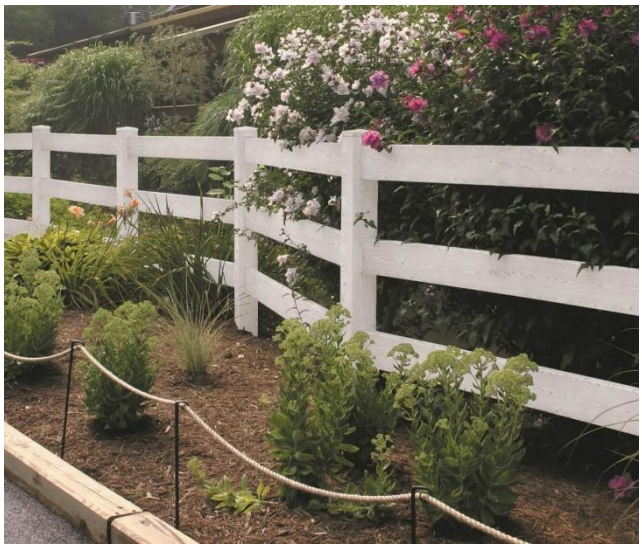


Figure 2 – Split-rail fence

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**

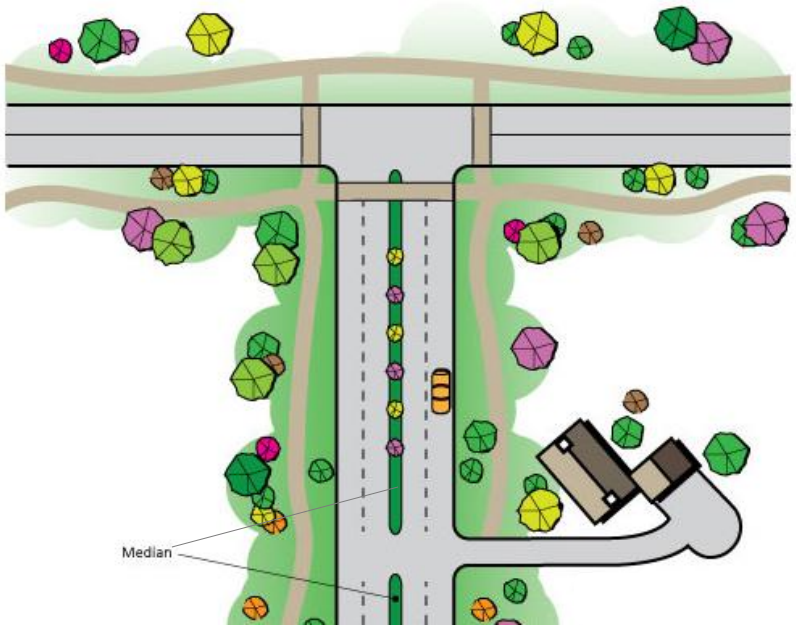


Figure 1 – Divided Boulevard Concept
Example Source Courtesy of Chester County Government
https://www.chescoplanning.org/municorner/MultiModal/17-Boulevard.cfm

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

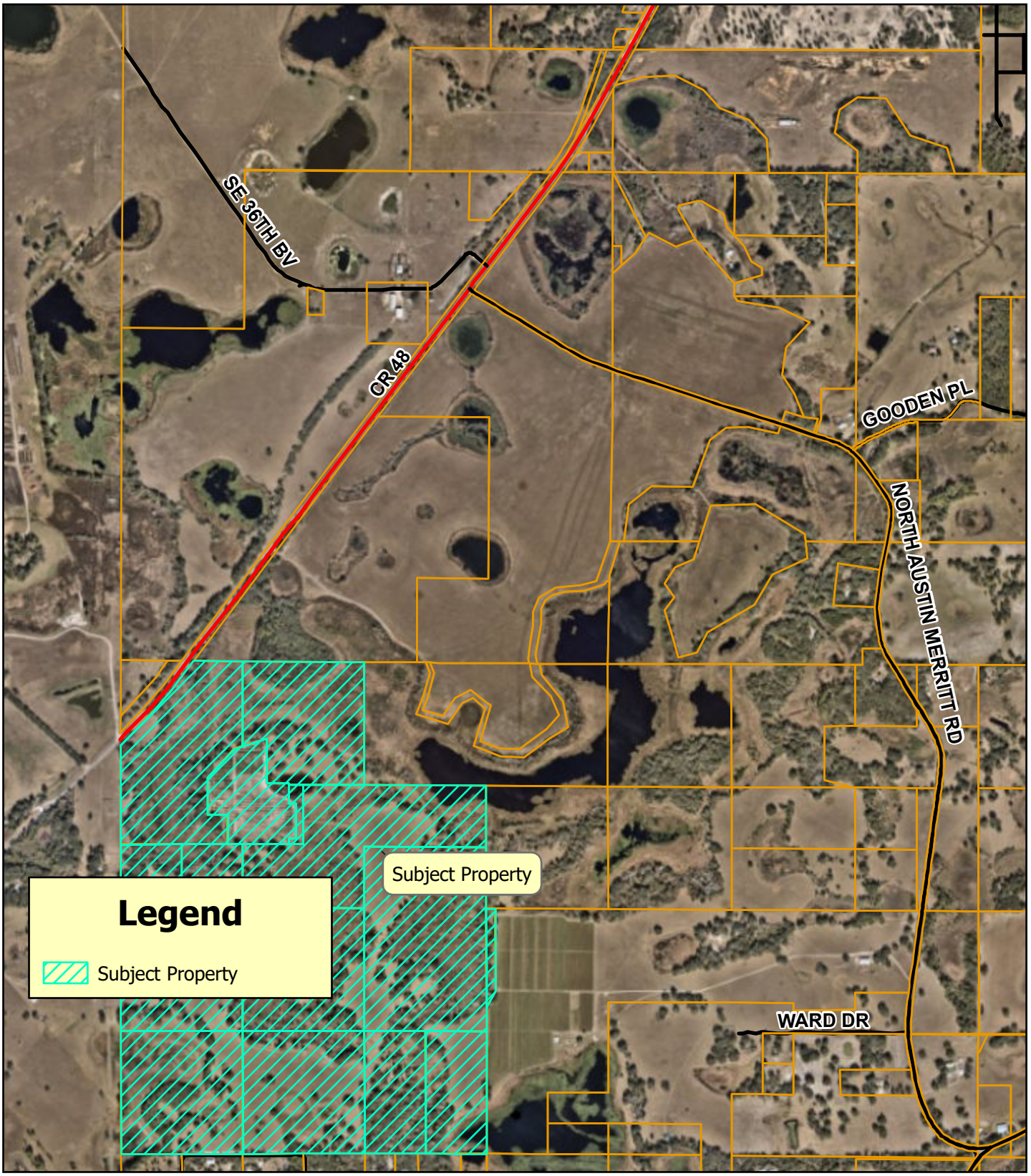
Approval

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

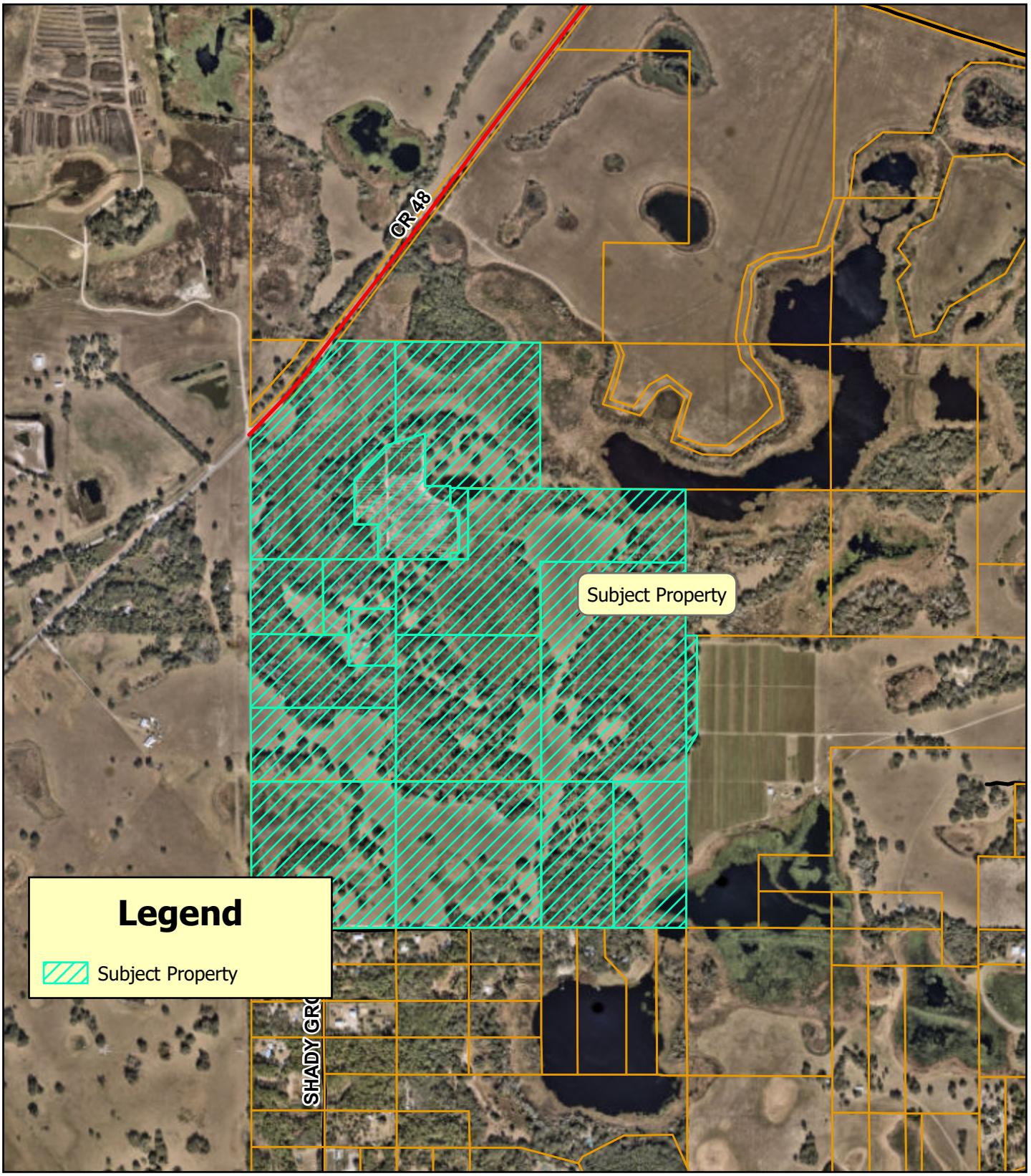
ANNX-26-904, LSCP-26-905, PUD-26-906

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

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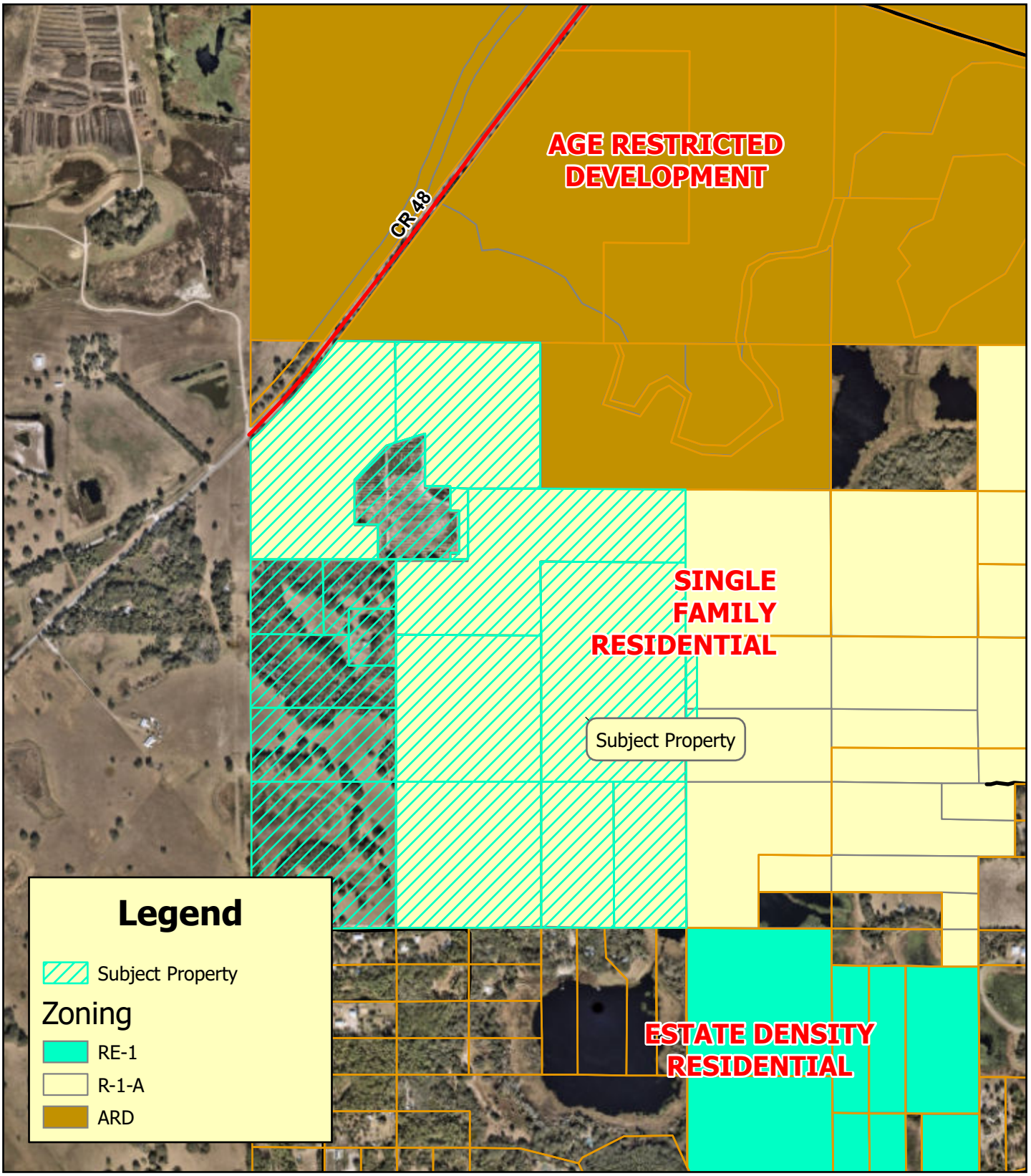
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Zoning



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

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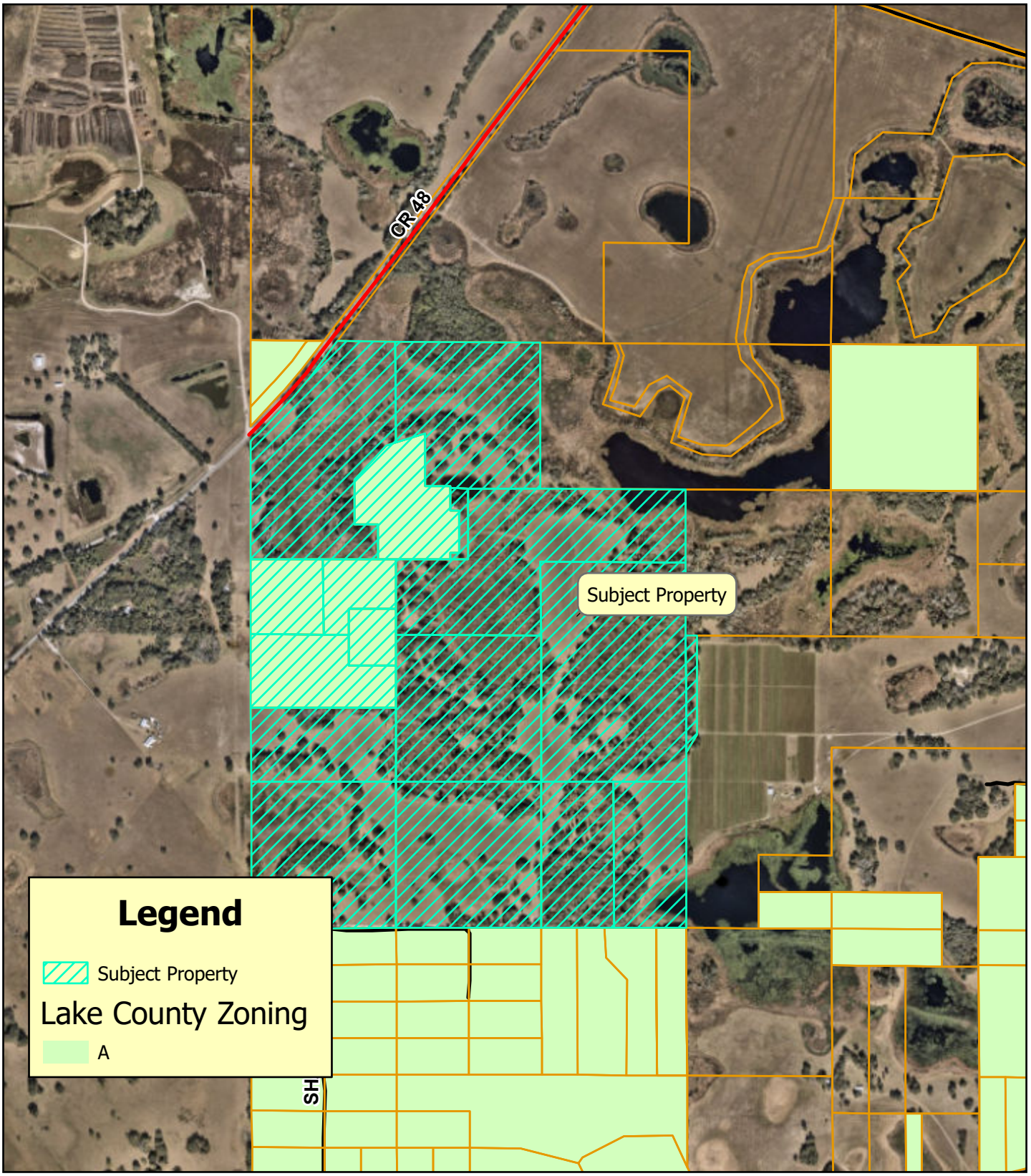
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Lake County Zoning



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

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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

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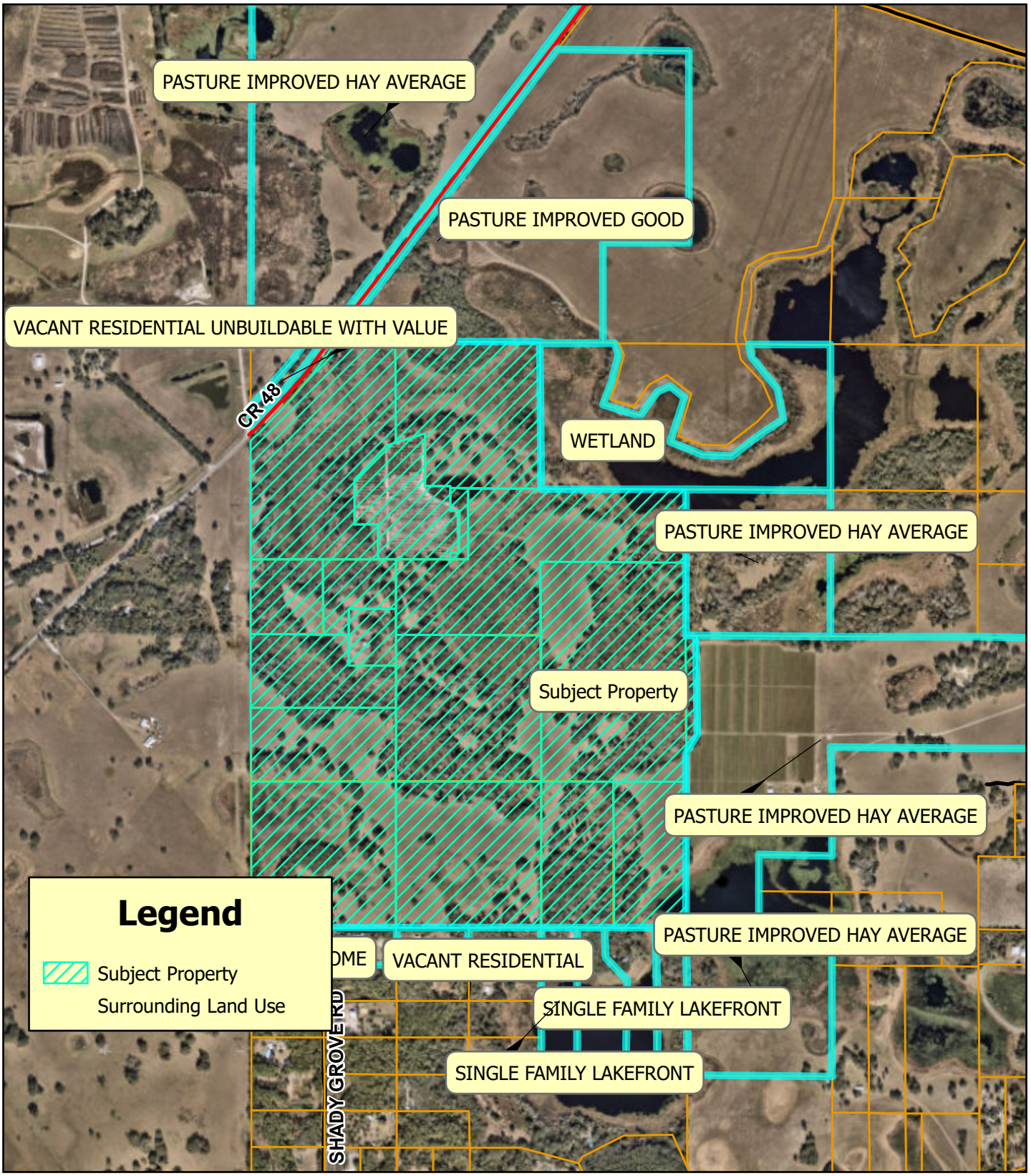
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Surrounding Land Use



Planning & Zoning Department

N

0 500 1,000 Feet

Merritt Ranch

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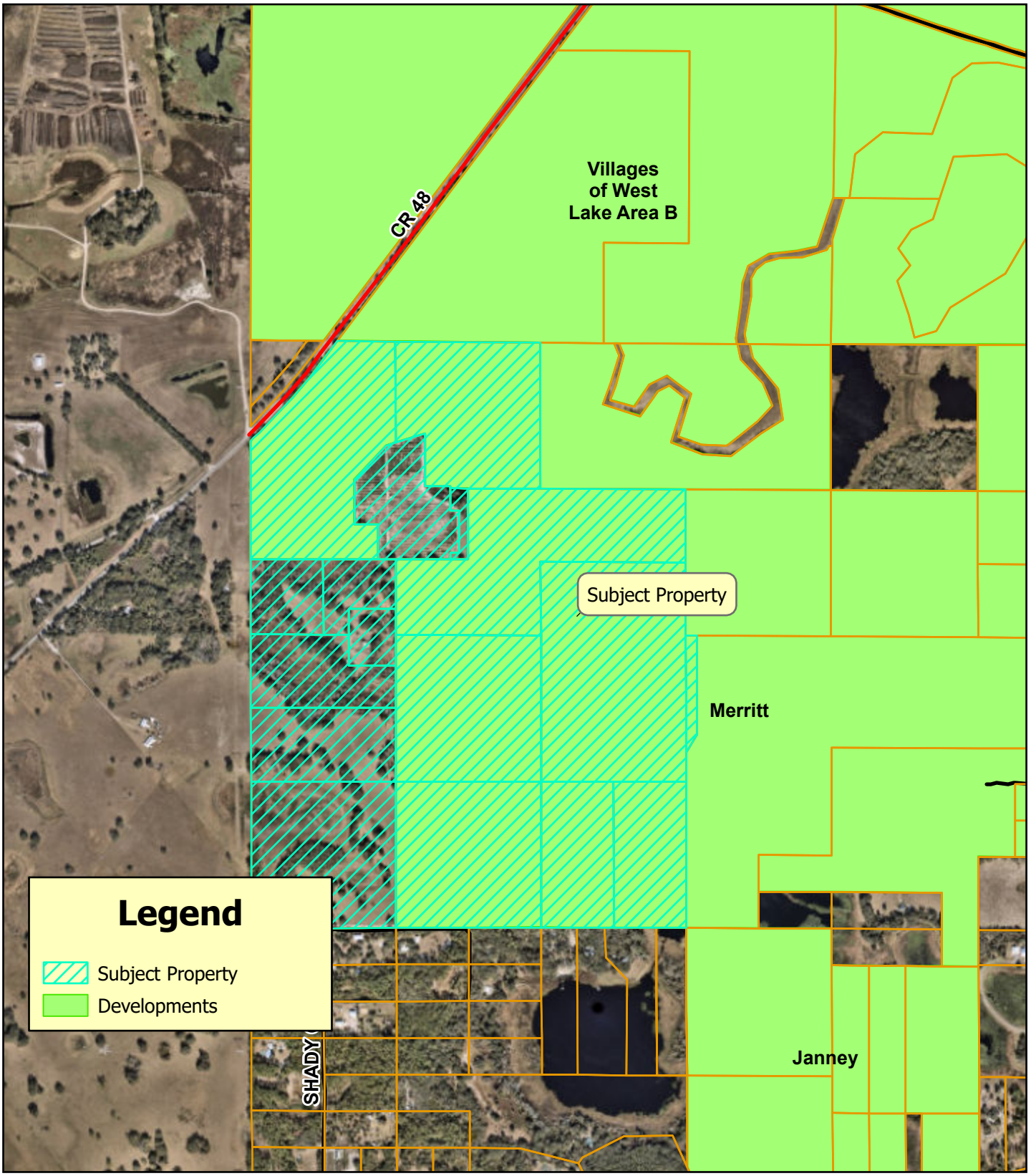
Section 07, Township 21 South, Range 24 East

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

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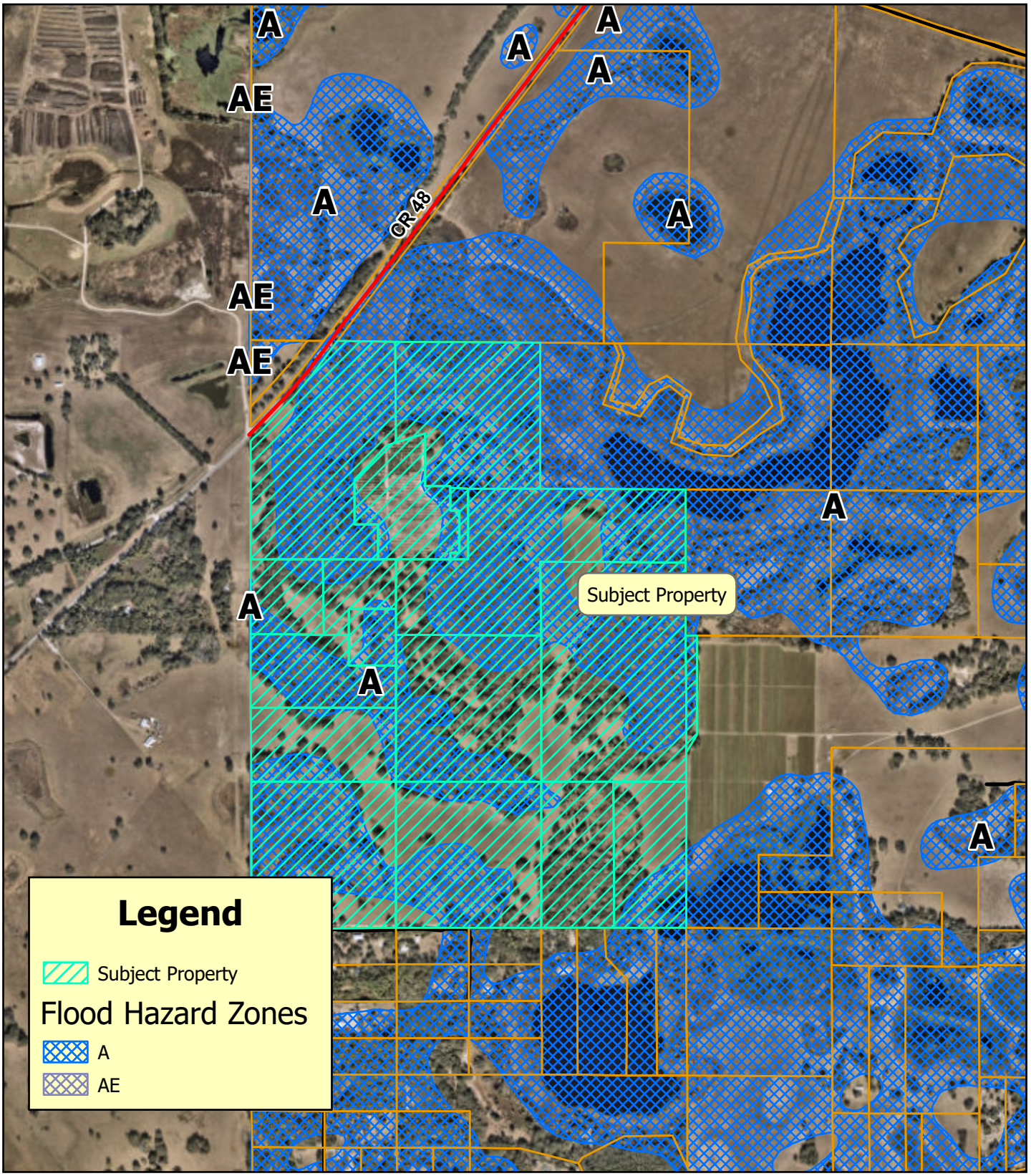
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Flood Zones



Planning & Zoning Department

N

0 500 1,000 Feet

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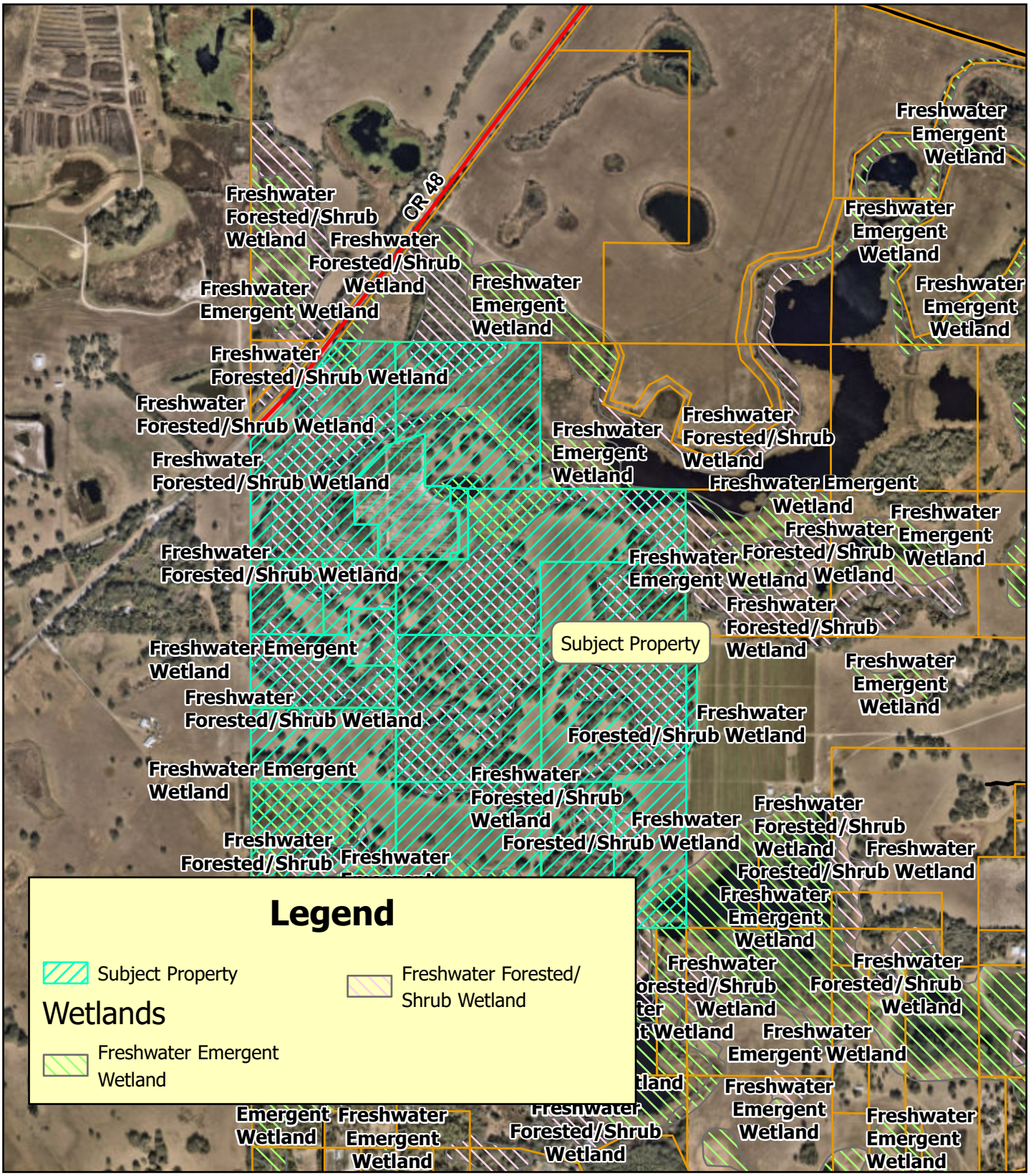
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Wetlands



Planning & Zoning Department

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0 500 1,000 Feet

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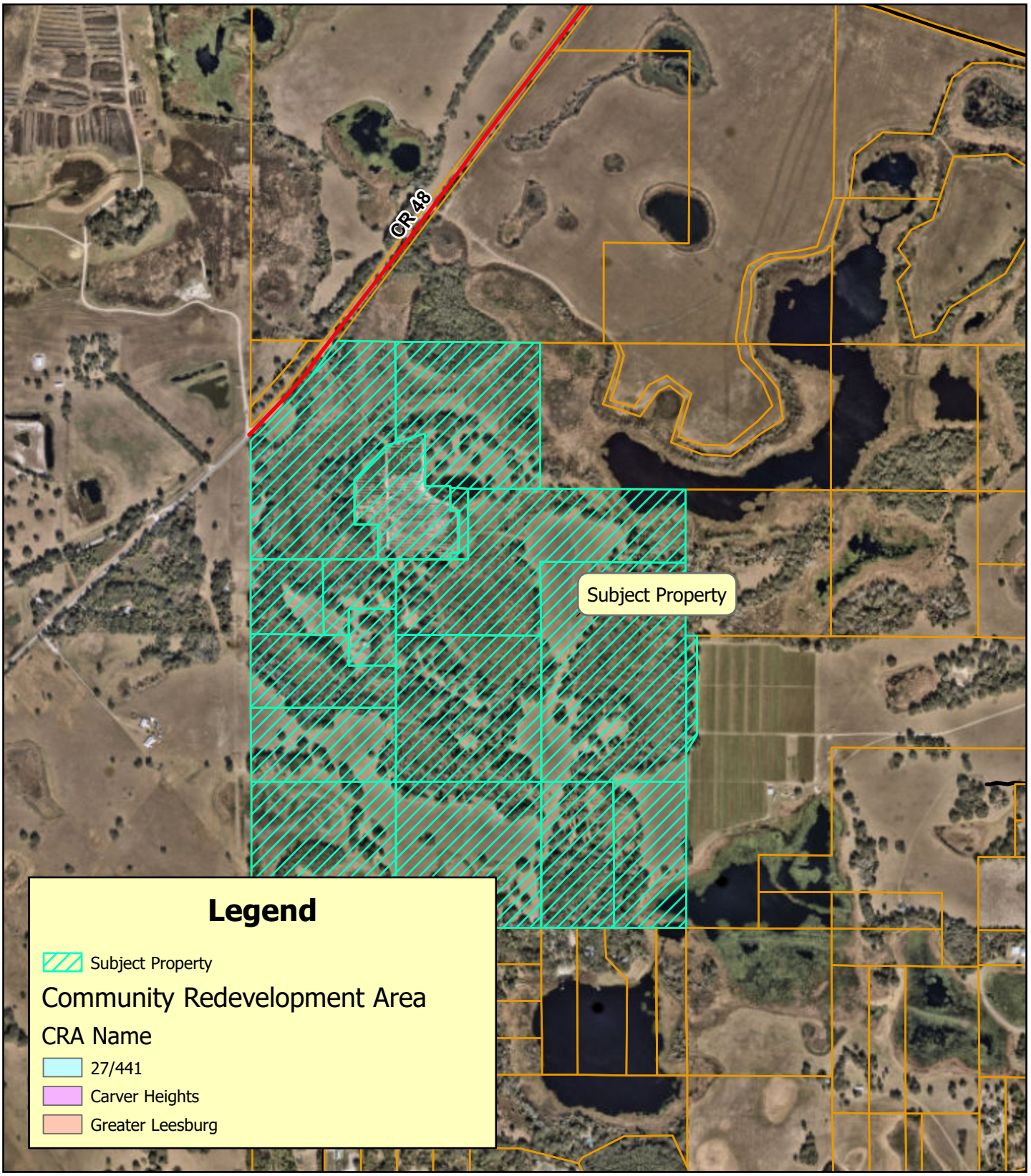
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Community Redevelopment Area



Planning & Zoning Department

N

0 500 1,000 Feet

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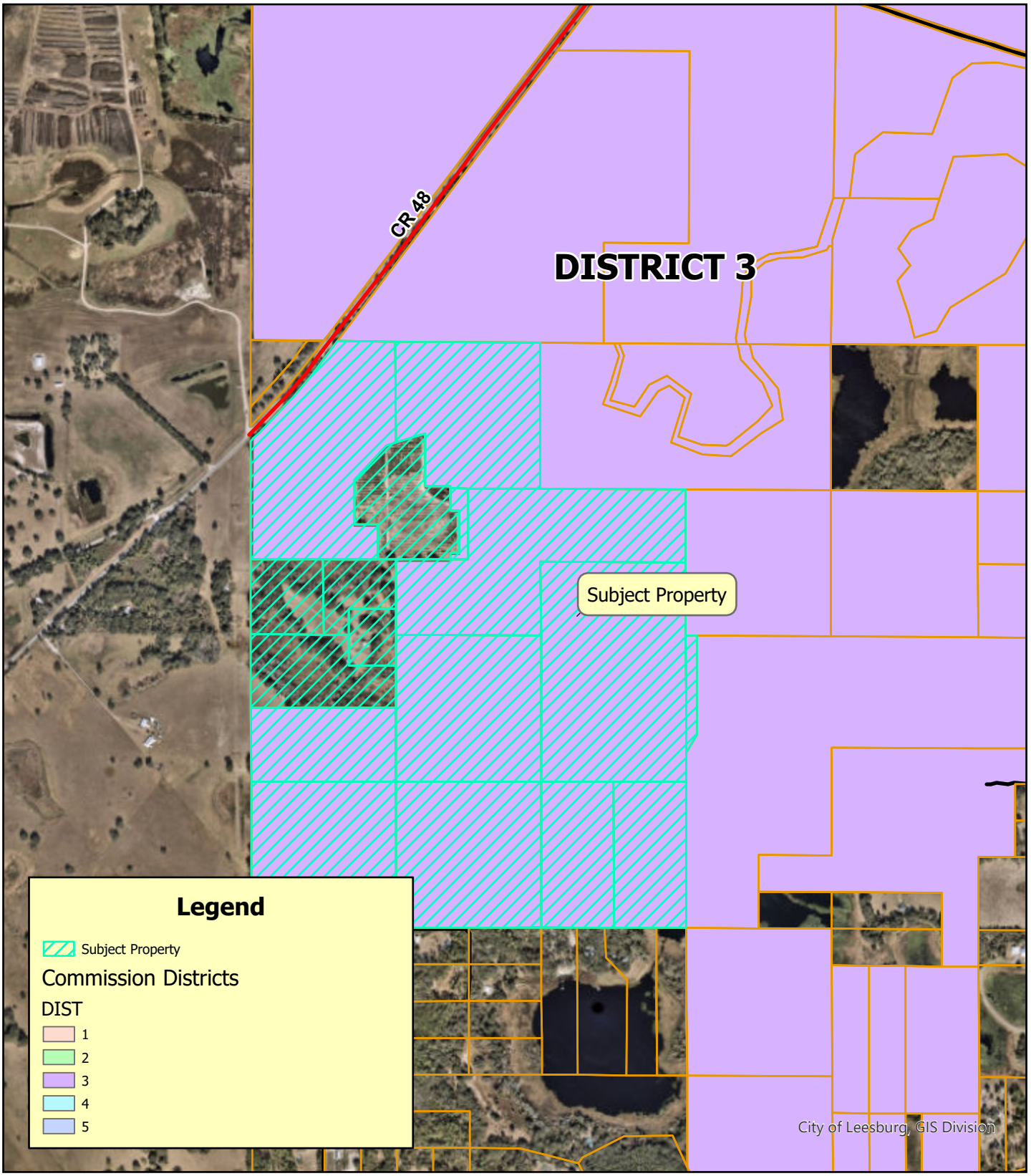
Section 07, Township 21 South, Range 24 East

Date: 5/12/2026

Commission District



Planning & Zoning Department

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Section 07, Township 21 South, Range 24 East

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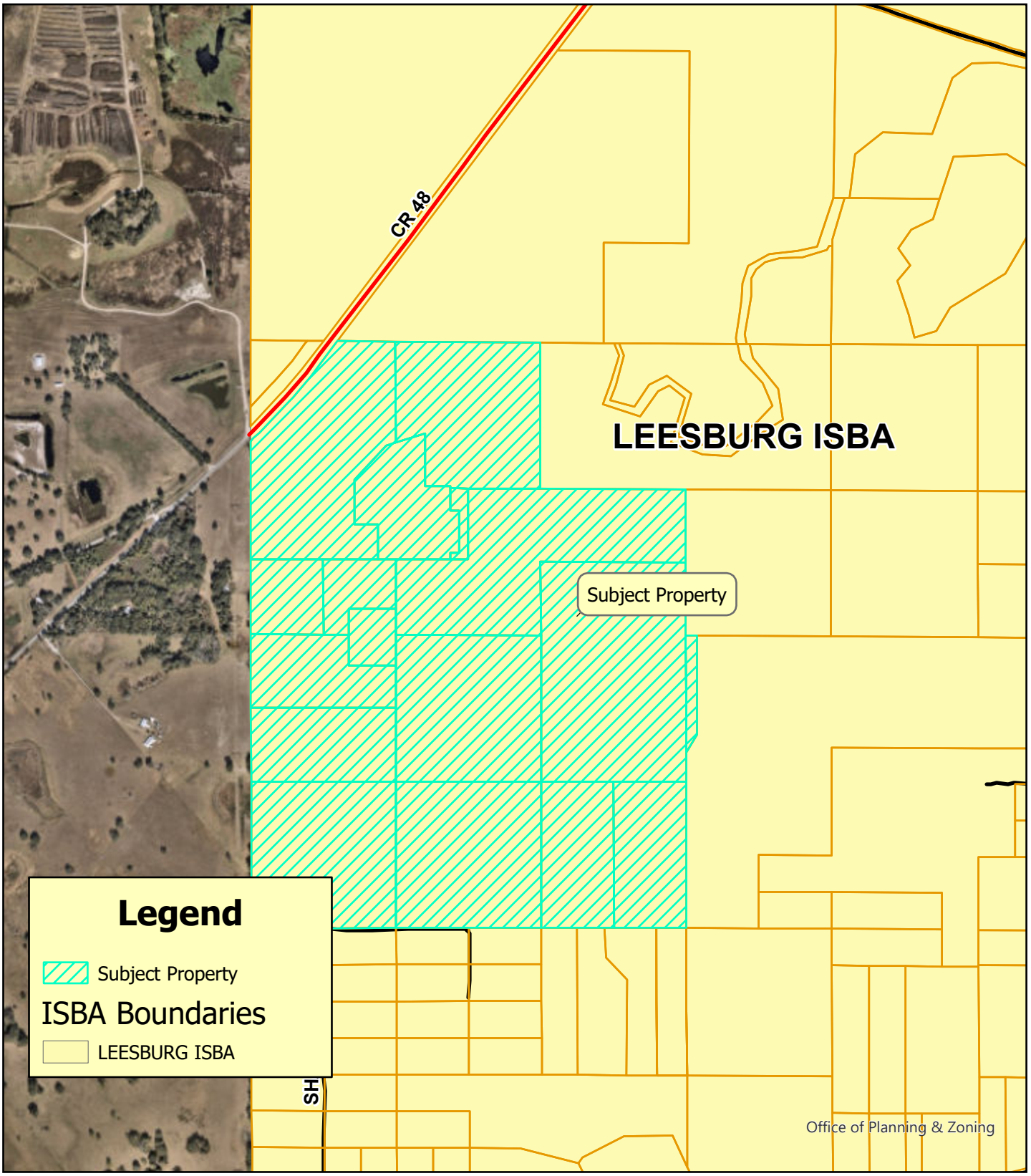
ISBA Boundaries



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