TOWN COMMISSION MEETING AGENDA
TOWN OF LADY LAKE, FLORIDA

All interested persons are cordially invited to attend this public meeting.

DATE AND TIME

Monday, April 1, 2024, 6:00 PM

PLACE

Town Hall Commission Chambers, 409 Fennell Blvd., Lady Lake

PROCEDURE

Citizens are encouraged to participate in the Town of Lady Lake meetings. Citizen groups are asked to name a spokesperson. Speakers will be limited to three minutes. Additional time may be granted at the Mayor's discretion. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.

CALL TO ORDER

INVOCATION

Reverend Jim Keough

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

A. **PROCLAMATION**

1. Proclamation Declaring April as "Water Conservation Month" (Mayor

Freeman)

B. CONSENT

1. March 4, 2024 - Town Commission Minutes (Carol Osborne)

2. Consideration of reappointment of two members to the Parks and Recreation Board (Nancy Wilson)

3. Consideration of Continuation of Utilizing Option B of the Interlocal Agreement with Lake County for Collection of Storm Debris from Streets and Right of Ways (C.T. Eagle)

4. Consideration of Changing the Town's HR Policy to Allow Paying Overtime to Exempt Employees During Natural Disasters and in Emergency Situations. (Pam Winegardner)

5. Consideration of Advertisement of Bid for the Construction of the Lady Lake Library Renovations. (Thad Carroll)

6. 2024 Annual Concurrency Report (Thad Carroll)

C. NEW BUSINESS

1. Consideration of Approval to Invest in the Play Structure Voted on by the Children in Lady Lake and The Villages Elementary of Lady Lake for Pyramid Park (Mike Burske)

2. Consideration of Town Manager Lawrence's Annual Merit Performance Adjustment (Bill Lawrence)

3. Consideration of Raising Maximum Pay Grades for Department Heads and Salaried Supervisors. (Pam Winegardner)

4. Consideration of Approval for the Hammock Oaks Amenity Center Major Site Plan MJSP 11/23-002 - Proposing a 2,999 Square Foot Bathroom Cabana, 6,913 Square Foot Pool Area, Playground, Dog Park, 985 Square Foot Shade Pavilion, 985 Square Foot Covered Mail Kiosk Area, and 45 Parking Spaces, on an 2.76-acres zoned Planned Unit Development (PUD), owned by SK Hammock Oaks, LLC, within the town limits of the Town of Lady Lake, Florida (Thad Carroll)

5. Green Key Village Subdivision Phase 6 — Final Plat Plan — Proposing 48 Non-Age-Restricted Single-Family Residential Lots on 15.96 Acres Zoned RS-6 within the Green Key Subdivision, located on the North Side of Lake Ella Road Approximately ½ Mile East of Rolling Acres Road, Addressed as 1635 Lake Ella Road, owned by Green Key Village, LLC, within the town limits of the Town of Lady Lake, Florida. (Thad Carroll)

D. TOWN ATTORNEY'S REPORT

1. Ordinance 2024-02 — First Reading - Rezoning — Tree Tops Golf Inc. — Modifying the zoning entitlements under the Lady Lake Planned Commercial (CP) designation for property being approximately 2.180 acres; Referenced by Alternate Key Number 3931491 within Lake County, Florida. (Thad Carroll)

2. Ordinance 2024-03 — First Reading - Annexation — Caudill — An ordinance voluntarily annexing property being 24.02 acres, owned by David M Caudill and David M Caudill Life Estate, located on the north side of Lake Ella Road, approximately 350 linear feet west of Micro Racetrack Road, within Lake County Florida. (Thad Carroll)

3. Ordinance 2024-04 - First Reading - Small Scale Future Land Use Comprehensive Plan Amendment - Caudill - Change the future land use designation from Lake County Rural Density to Lady Lake Single Family Medium Density for property being 24.02 acres, owned by David M. Caudill and David M. Caudill Life Estate, located on the north side of Lake Ella Road, approximately 350 linear feet west of Micro Racetrack Road, within Lake County Florida. (Thad Carroll)

4. Ordinance 2024-05 — First Reading - Rezoning — Caudill/SK Hammock Oaks, LLC — Change the zoning designation for certain properties being approximately 296 acres owned by David M. Caudill, David M. Caudill Life Estate, and SK Hammock Oaks, LLC, located south of Highway 466, north of Lake Ella Road, and east of Cherry Lake Road in Lake County, Florida from Lake County Agricultural (A) and Lady Lake Planned Unit Development (PUD) to Lady Lake Planned Unit Development (PUD) (Thad Carroll)

TOWN MANAGER'S REPORT

MAYOR AND COMMISSIONER'S REPORT

PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda, and it is open to any concern or comments that the public may have.

ADJOURN

Please contact the Town Clerk’s Office with any questions at 352-751-1501. This public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring special accommodation or an interpreter for the hearing or visually impaired should contact the Clerk's Office at least two days prior to the meeting. To access a Telecommunication Device for

Deaf Persons (TDD), please call 352-751-1565.

If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105) One or more members of any other Town Board or Committee may be in attendance at this meeting.

TOWN OF LADY LAKE

PROCLAMATION

WATER CONSERVATION MONTH

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, St. Johns River Water Management District, and the Town of Lady Lake are working together to increase awareness about the importance of water conservation; and

WHEREAS, the Town of Lady Lake and the State of Florida have designated April, typically a dry month when water demands are most acute, as Water Conservation Month, to educate citizens about saving precious water resources; and

WHEREAS, the Town of Lady Lake is committed to setting a good example for its citizens regarding water conservation; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water;

WHEREAS, leak prevention is commonly thought to be the first step in conserving water, Lady Lake will encourage citizens and businesses to focus on fixing leaks;

NOW, THEREFORE, I, Ed Freeman, Mayor of the Town of Lady Lake, Florida, do hereby proclaim the month of April as **Water Conservation Month** in the Town of Lady Lake and urge all residents and businesses to help protect our precious water resources by practicing water saving measures and becoming more aware of the need to save water.

Lady Lake, Florida is calling upon each citizen and business to help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water. For this, the 26th year of Water Conservation Month, there will be a special focus on outdoor irrigation; utilities and local governments are being asked to emphasize outdoor irrigation efficiency.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 1st day of April 2024.

Town of Lady Lake, Florida

_____

Ed Freeman, Mayor

Attest:

_____

Nancy Wilson, Town Clerk

TOWN OF LADY LAKE

PROCLAMATION

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IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Lady Lake to be affixed this 1st day of April 2024.

Town of Lady Lake, Florida

_____

Ed Freeman, Mayor

Attest:

_____

Nancy Wilson, Town Clerk

DRAFT MINUTES OF THE COMMISSION MEETING
TOWN OF LADY LAKE, FLORIDA

March 4, 2024

The regular meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida, with Mayor Freeman presiding. The meeting convened at 6:00 p.m.

CALL TO ORDER

INVOCATION

Given by Pastor Keith Johson – Chapel of Christian Faith

PLEDGE OF ALLEGIANCE

Led by Mayor Freeman

ROLL CALL

Commissioner (Ward)	Present
Regan (Four)	YES
Roberts (One)	YES
Gourlie (Two)	YES
Sage (Five)	YES
Freeman (Three)	YES

STAFF PRESENT

Bill Lawrence, Town Manager; Thad Carroll, Growth Management Director; C.T. Eagle, Public Works Director; John Pearl, I.T. Director; Police Chief Steve Hunt, Lady Lake Police Department; Lt. Robert Tempesta, Lady Lake Police Department; Tamika DeLee, Human Resources Director; Rebecca Higgins, Senior Planner; Elisha Pappacoda, Communications Director; Susyn Stecchi, Multimedia Content Specialist; Carol Osborne, Deputy Town Clerk; Nancy Wilson, Town Clerk

Town Attorney Derek Schroth was also in attendance.

A. PROCLAMATION

1. Proclaiming March as "Irish American Heritage Month" in Lady Lake

Mayor Freeman read the proclamation aloud declaring March as "Irish American Heritage Month" in the Town of Lady Lake.

B. CONSENT

2. February 21, 2024 — Town Commission Meeting Minutes

3. Consideration of Approval of the New Proportionate Share Mitigation Agreement (Thad Carroll)

Commissioner Gourlie made a motion to approve the Consent Agenda as presented; Commissioner Roberts seconded. Motion carried 5-0.

C. NEW BUSINESS

4. Consideration of New Applicant to Fill the Seat Vacated by John Schmied on the Police Pension Board (Nancy Wilson)

Town Clerk Nancy Wilson presented this agenda item stating that the Police Pension Board has a vacancy with the resignation of John Schmied. She stated that one application has been received by Bern Case, who is well-qualified to be a member of this board.

Bern Case, 305 Balsam Circle, Lady Lake.

Mr. Case stated that he is honored to be considered for this board position. He stated that he has a strong police background, an aviation management background and has worked for cities and counties. He stated that he is new to the community and is humbled to be given the opportunity to serve on this board.

Commissioner Gourlie made a motion to approve the appointment of Bern Case to the Police Pension Board; Commissioner Sage seconded. Motion carried 5-0.

5. Green Key Village Subdivision Phase 5 — Proposing 45 Non-Age-Restricted Single-Family Residential Lots on 8.89 Acres Zoned RS-6 within the Green Key Subdivision, locate on the North Side of Lake Ella Road Approximately ½ Mile East of Rolling Acres Road, addressed as 1635 lake Ella Road, owned by Green Key Village, LLC, within the town limits of the Town of Lady Lake, Florida (Thad Carroll)

Mr. Carroll presented this agenda item. He stated that the applicant is Greg Thomas, on behalf of Green Key Village, LLC. He stated that this property is zoned RS-6, which allows for six dwelling units per acre. He advised that the water and sewer, roadways, infrastructure are currently being constructed.

Mr. Carroll stated that the Green Key Village Subdivision consists of six phases, with Phase 5 consisting of 45 non-age restricted single-family residential lots on 8.89 acres. He advised that on April 4, 2022, the Town Commission approved the preliminary plat of Green Key Village Phase 5 and Phase 6, and a Development Order was issued on October 4, 2022.

Mr. Carroll advised that the water and sewer agreement will need to be amended between the Town and the property owner/developer to incorporate additional ERUs to allocate adequate capacity for the lots with the Green Key Village Phase 5 subdivision.

Mr. Carroll stated that the final plat plan was reviewed to determine compliance with the Land Development Regulations and Florida Statute 177.

Mr. Carroll stated that the applicant is present if there are any questions.

Commissioner Roberts asked Mr. Carroll when the sewer and water agreement be amended.

Mr. Carroll stated that occurs within a few weeks following approval, although it has occurred concurrently. He stated that staff must have a document of the capacity and work with the developer prior to the connection to our utilities.

Mr. Carroll clarified that the roads in this development are private, and the water and sewer are served by the Town.

Mayor Freeman asked if the houses in this phase will be the same as the houses in the other phases of the development.

Greg Thomas, Summerland Key Ave., in Green Key Village

Mr. Thomas stated that the houses will be similar consisting of a front-load garage, the siding and colors and different architectural features that are exhibited on the current houses.

Mayor Freeman stated that Green Key Village is a very attractive development.

Commissioner Roberts asked how many units are currently in Green Key Village.

Mr. Thomas stated that there are 86 home sites in the first four phases, with 16 lots currently vacant.

Commissioner Regan stated that he and his wife had visited Green Key Village several times when it was initially being developed. He congratulated Mr. Thomas on an attractive development. He stated that homes are well-built.

Mr. Thomas expressed his appreciation.

Commissioner Regan made a motion to approve Green Key Village Subdivision Phase 5; Commissioner Roberts seconded. Motion carried 5-0.

TOWN ATTORNEY'S REPORT

Town Attorney Derek Schroth advised that as part of the collective bargaining negotiations the Lady Lake Police Pension board submitted a request for an annual 2% cost of living

adjustment for future retirees. He stated that this will be presented to the commission for their consideration at a future meeting.

TOWN MANAGER'S REPORT

Town Manager Lawrence acknowledged and expressed his appreciation to Deputy Town Clerk, Carol Osborne, who has been helping Town Clerk, Nancy Wilson, by attending the commission meetings and transcribing the minutes of the meetings.

Mr. Lawrence announced the following upcoming events:

Blues under the Oaks – April 6, 11 a.m.- 6 p.m., at Snooky Park

Arbor Day – April 25, at the Fire Station

Survivors Mother-Son Edition - May 4, 10 a.m. – 2 p.m. at Snooky Park

Bounce Town Bash – June 1, 11 a.m. – 3 p.m., at the Rolling Acres Sports Complex

Fire Works – June 29, 6 p.m. – 10 p.m.

Easter Egg Hunt – March 23, 10 a.m. – 12 p.m., at Snooky Park

MAYOR AND COMMISSIONER'S REPORT

Commissioner Sage expressed his appreciation to Growth Management Director, Thad Carroll. He stated that his neighbors noticed that a few trees had been removed at the dog park on Paradise Drive. He stated that Mr. Carroll sent him a complete report that included the arborist report outlining the history and health of the trees and the reason for their removal. He stated even though it is disappointing when trees are removed, he appreciated this detailed report.

Commissioner Regan expressed his appreciation to the Clerk's Office for compiling the minutes of the February 21, 2024, commission meeting. He stated that it was a monumental task.

Commissioner Gourlie suggested that the commission adopt a procedure for anyone wishing to speak during public comment to include submitting a "Public Comment" card, that will have their name and address, and the topic about which they would like to speak. He stated that this provides an accurate record of the speaker for the clerks who transcribe the minutes. He stated if there are multiple people who wish to speak on the same subject, the mayor could organize those cards, and invite those individuals to speak. He stated that he is hopeful this procedure will enable the commission meetings to flow smoothly.

Commissioner Regan confirmed that public comments are limited to three minutes.

Commissioner Gourlie made a motion to adopt the procedure of filling out "Public Comment" cards for anyone who wishes to speak during public comment. Commissioner Roberts seconded. Motion carried 5-0.

Mayor Freeman stated that he attended the opening day of Babe Ruth Baseball, formerly known as Little League. He stated that it was an amazing turnout, and he was one of three people who threw out the first pitch. He stated that he enjoys attending the Lady Lake events.

PUBLIC COMMENTS

Jeanne Lazo stated that she is speaking on behalf of the Lady Lake Area Chamber of Commerce. She stated that the annual Mac and Cheese Cookoff event and the business showcase that is held this time of year has been delayed due to road construction. She stated that this year it will be at Wildwood Community Center in June. Next year it will be held again at Veterans' Park. She stated that she will notify town staff when an exact date is scheduled.

ADJOURN

There being no further business, the meeting was adjourned at 6:23 p.m.

_____
Carol Osborne, Deputy Town Clerk

_____
Ed Freeman, Mayor

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of reappointment of two members to the Parks and Recreation Board (Nancy Wilson)

AGENDA ITEM ID

2024043

DEPARTMENT

Town Clerk

SUMMARY

Both Betty Cantelmo's and Fred Weber's two-year terms expired on February 29, 2024 and they would each like to be reappointed.

Backup material for this agenda item includes:

1. Parks Board Reappointment Supporting

TOWN OF LADY LAKE
BOARDS/COMMITTEES APPLICATION

Date: 6/29/12

Name: BETTY CANTELMO

Mailing Address: 1255 GRANADA CT.

Location of residence: LADY LAKE (VILLAGE OF DEL MAR)

Business Location (if applicable): N.A.

(Economic Development Advisory Committee only)

Home Phone: 352-391-5554 Work Phone: _____

Cell Phone: 954-240-5725 E-Mail Address: booper1145@gmail.com

Check below the Committees or Boards that you are willing to serve on:

- [x] Economic Development Advisory Committee
- [ ] Library Board
- [ ] Planning & Zoning Board
- [x] Parks & Recreation Advisory Board
- [ ] Police Pension Board
- [x] Tree & Beautification Advisory Committee

Occupation: ACCOUNTANT - STOCK BROKER - RETIRED

Training or experience related to activities of boards or committees to which appointment is sought: B.S. DEGREE FROM RUTGERS U. NEWARK N.J ATTENDED N.Y.U. FOR FINANCE CLASSES

Member of the following professional or business organizations: RETIRED

Have you served on a Town board or committee in the past? NO

If yes – name of committees/boards and dates _____

Nationality: (optional) _____ (This information is for use in the Annual Florida Department of State Report only.)

Have you ever been convicted of a felony? (optional) NO

Please list three references that the Town may contact (excluding Town employees) – name, address and phone number:

1. SONIA MORRELL 352-750-0173
2. BARBARA FIRST 352-750-1953
3. LINDA NEVINSKI 330-984-8186

Additional information may be attached to this form.

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

Betty Carlson

Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: You may be required to fill out a financial disclosure form.

THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

Updated: 01-30-12

TOWN OF LADY LAKE
BOARDS AND COMMITTEES APPLICATION

Date: 6-17-21

Name: Fred T. Weber

Mailing Address: 703 Sharon Dr, Lady Lake, FL 32159

Location of residence: Same

Business Location (Applicable for Economic Development Advisory Committee):
None

Home Phone: _____ Work Phone: _____

Cell Phone: 352-561-0050 E-Mail Address: FWVILLAGER@GMAIL.COM

Check below the Committees or Boards that you are willing to serve on:

- ☐ Citizens Advisory Task Force
- ☐ Disciplinary Arbitration Panel
- ☐ Economic Development Advisory Committee
- ☐ Lake County Library Board Liaison
- ☐ Library Board
- ☐ Planning and Zoning Board
- ☑ Parks, Recreation and Tree Advisory Board
- ☐ Police Pension Board

Occupation: Retired

Training or experience related to activities of boards or committees to which appointment is sought: 2007, Charlotte, NC: Chairman of Board of Directors for Mecklenburg Co. Senior Games (a Park & Rec year-round activity) (PLEASE SEE ATTACHMENT)

Member of the following professional or business organizations:

None

Have you served on a Town board or committee in the past? No

If yes, name of committees/boards and dates: _____

_____

Nationality: (optional) American (This information is used for the Annual Florida Department of State report only.)

Have you ever been convicted of a felony? (optional) No

Please list three references that the Town may contact (excluding Town employees and Commissioners); include name, address and phone number:

1. Bill Stevens 621 Mullins Path The Villages, FL 32162
2. Ned Viars 14857 SE 100 Court Somerfield, FL 34491
3. Deborah Beckett 1306 SpringLakeCove Lane, 101 Fruitland Park, FL 34731

➢ Additional information or comments may be attached to this form.

I will attend meetings in accordance with the adopted policies of the Town. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations of the board or committee.

Fred T. Weber
Signature of Applicant

Please return application to:

Town Clerk's Office
Lady Lake Municipal Complex
409 Fennell Blvd
Lady Lake FL 32159

Please note: Members of the Planning and Zoning Board and Police Pension Board will be required to fill out a financial disclosure form.

THIS APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR.

Attachment to:

Town of Lady Lake
Boards and Committees Application

By Fred T. Weber
Dated 6-17-21

I had the pleasure of working with Mike Burske during the layout and implement of the discus circle located at the Rolling Acres Sport Complex. Since its opening, I have acted on behalf of the throwing group as the interface with The Town of Lady Lake Park and Recreation staff.

Fred

Fred

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Continuation of Utilizing Option B of the Interlocal Agreement with Lake County for Collection of Storm Debris from Streets and Right of Ways (C.T. Eagle)

AGENDA ITEM ID

2024052

DEPARTMENT

Public Works

SUMMARY

As a part of the Interlocal Agreement with Lake County for collection of storm debris from streets and right of ways, the Town must notify Lake County staff by the end of May each year to continue utilizing Option B of the agreement. Under Option A, the Town is solely responsible for all its collection, monitoring, and FEMA reimbursement activities. Under Option B, Lake County is the primary agent and is responsible for all of the previously mentioned services. Option B allows Town staff to immediately respond to storm damaged areas, while also allowing Lake County contractors to take over collection efforts if needed. Town staff is still in support of continuing to utilize Option B.

The Interlocal Agreement with Lake County was approved and executed in 2018, then extended in 2019, 2020, 2021, 2022, and 2023. A copy of the agreement is included in the packet.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

Not applicable

Backup material for this agenda item includes:

1. Lake County Interlocal Storm Debris Collection Supporting

INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE TOWN OF LADY LAKE, FLORIDA
FOR
COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT-OF-WAY

This is Interlocal Agreement ("Agreement") is by and between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the Town of Lady Lake, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("Town"), collectively "the parties".

WITNESSETH:

WHEREAS, the County has contracted with private contractors to provide services for the removal of debris from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar events; and

WHEREAS, the County and the Town find it a public benefit to allow municipalities in Lake County to utilize the County's contractors within the municipality, if desired; and

WHEREAS, the County and the Town find that this agreement regarding debris removal is in the best interest of both parties.

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

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

2. Town Obligations.

   A. On an annual basis, between May 1 and May 31, the Town shall provide the County with written notice of the Town's plan for the collection of storm debris from streets and rights-of-way located with the Town's limits or jurisdiction. Specially, the written notification shall state whether the Town intends to utilize one of the following options for the period of June 1 to April 30:

      Option A: Accessing County's Contract. The County agrees to allow its contracts for emergency debris removal services to be accessible by the Town. The County will require debris removal contractors to handle debris activities in accordance with FEMA, FHWA, and other applicable agency requirements. If the Town notifies the County that the Town chooses Option A, or if Option A is decided by default pursuant to section B below,

the Town will be solely responsible for its own agreement with, monitoring of, and payments directly to the contractor(s) for the services for the June 1 to April 30 period. Under this option, the County will not be involved in the any debris removal from the streets or rights-of-way within the Town's limits and jurisdiction. If this option is chosen, the Town will be solely responsible for submittal of expenses, monitoring, reports, and documentation to the appropriate Federal or State agencies for reimbursement or payment.

OR

Option B: County as Agent. If the Town notifies the County that the Town elects this option, the County agrees to complete the obligations contained in paragraph 4(A) of this Agreement. If the Town elects to only have the County act as its agents under this option in only part of the Town, the Town shall provide a detailed map where removal shall occur by the County.

B. **THE TOWN MUST NOTIFY THE COUNTY EVER YEAR (by May 31) WHETHER THE TOWN ELECTS OPTION A (ACCESSING COUNTY'S CONTRACT) OR OPTION B (COUNTY AS AGENT) FOR THE PERIOD (June 1- April 30).** If Town fails to provide written notice to the County by May 31 of the Town's option for that year, the County, without further notice to the Town, will conclude that the Town has opted for Option A above.

C. The Town agrees that payment(s) pursuant to paragraph 4 below will be in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

3. County Obligations.

A. If the Town timely notifies the County of the Town's election of Option B, the County agrees to provide emergency debris removal services from the municipal streets and rights-of-way using the County's contractor(s) and monitoring consultant, pursuant to the following:

i. Such services will be provided along the municipal streets and rights-of-way in the geographical area or legal description provided by the

Town to the County. The Town will not conduct debris removal activities in the areas of the Town where it has requested the County perform the service.

ii. Vegetative debris must be loose, not bagged; to ensure only vegetative debris is present (no garbage, metal, etc.) as this can damage the mulching machines. The size of the individual debris (i.e., tree limbs) should be manageable Class III debris (construction debris such as shingles, wood, drywall, glass, etc. as defined by FAC 62-701) and tree stumps may not be picked up unless Federal or State Agencies have authorized such pick up.

iii. The County agrees to make payments necessary in order to have the debris hauled and monitored by the County's contractors, pending Federal and/or State reimbursement.

iv. Upon completion of the debris removal services within the geographical area or legal description provided by the Town, the County will send an invoice to the Town. Upon receipt of invoice and pursuant to the Florida Local Government Prompt Payment Act, the Town will pay the County twenty-five percent (25%) of the Town's estimated cost. The calculation of the Town's estimated cost will be determined by the actual volume of material collected within the corporate limits of the municipality based on trip sheets generated by site monitors at the time debris is delivered to County-designated collection sites. It is understood that Federal and/or State reimbursement and auditing activities may take several years after the event and debris removal before a final resolution occurs; at the time such final resolution occurs, County and the Town will agree on a complete and final accounting and split of costs for such debris removal.

v. Federal and State Agencies generally will not reimburse debris removal activities from private property and will only reimburse removal of eligible debris as determined by the Agency. The County will instruct its contractors not to remove or dispose debris from private property;

unless, the Town sends a written request to the County and the Town agrees to be responsible for the full cost (100%) of such removal and disposal. In such request, the Town must include a legal description for the private property. Prior to the start of the debris removal activities on the private property, the Town will obtain rights-of-entry or other authority satisfactory to meet Federal and State requirements. The County will invoice the Town the cost of the removal and disposal from the private property and the Town shall remit payment to the County within forty-five (45) days of receipt of the invoice.

vi. The County agrees to submit to Federal and/or State agencies applications for reimbursement for the debris picked up by County contractors within Town's limits. If the Town has other expenses for debris removal which were expended outside this Agreement, the Town shall submit those expenses separately to appropriate Federal and/or State agencies. The Town agrees to provide to appropriate Federal and/or State agencies documentation to support such expenses and to show that such expenses do not duplicate expenses submitted by the County.

B. If the Town chooses Option A, or if the Town defaults in choosing an Option by deadline stated, the County has no obligation to remove debris, haul, monitor, or submit documentation for reimbursement on behalf of the Town.

C. In the event that Federal or State agencies determine that the County cannot perform services for the Town as set forth hereunder, the parties hereby agree that the County shall have no obligations hereunder.

4. Prior Agreements. The Agreement between *Lake County, Florida and Town of Lady Lake for Collection of Storm Debris from Streets and Right-of-Way* dated August 28, 2006, previously entered between the parties, is hereby terminated as of the effective date of this Agreement. This 2018 Agreement shall supersede and replace any other written or oral agreement between the parties regarding the collection of storm debris from streets and right-of-way.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Indemnification. To the extent permitted under Florida law, the Town agrees to indemnify, defend, assume all liability for and hold the County, its employees and authorized agents harmless from any and all actions, damages, claims, suit, penalties, obligation, liabilities or injuries to properties, persons or entities, which may be caused or resulted from the debris removal services provided in the Town's limits under this Agreement.

7. Term and Termination. This Amendment shall take effective immediately upon execution ("effective date") and shall remain in effect until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Should either party terminate this Agreement after debris removal activities (including staging and actual debris removal) such party shall be liable to the other for any costs and expenses incurred prior to the date of termination.

8. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

TOWN
Town Manager
409 Fennel Blvd
Lady Lake, Florida 32159

cc: Department of Public Works
P.O. Box 7800
Tavares, Florida 32778

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by

overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.

9. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and Town of Lady Lake, Florida, through its Mayor.

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its Board of County Commissioners

_____, Clerk of the Board of County Commissioners of Lake County, Florida

Timothy I. Sullivan, Chairman

This _____ day of _____, 2018.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

TOWN

TOWN OF LADY LAKE, FLORIDA

Jim Richards, Mayor

This 10TH day of AUGUST, 2018.

ATTEST:

Town Clerk

Approved as to form and legality:

Derek Schroth, Town Attorney

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Changing the Town's HR Policy to Allow Paying Overtime to Exempt Employees During Natural Disasters and in Emergency Situations. (Pam Winegardner)

AGENDA ITEM ID

2024051

DEPARTMENT

Finance

SUMMARY

During emergencies in the past, salaried staff have been required to work many hours before, during and after disaster strikes for which they have never been compensated. The request is in the case of emergencies, those exempt employees who work over and above their regular work week, will be compensated at their regular hourly rate.

FISCAL IMPACT

To be determined

Backup material for this agenda item includes:

1. Overtime Paid Emergencies Supporting-1
2. Overtime Paid Emergencies Supporting-2

UNC SCHOOL OF GOVERNMENT

Disaster Overtime Pay Reimbursement and Personnel Policy Provisions

FEMA determines the eligibility of overtime, premium pay, and compensatory time costs based on the Applicant's personnel policy, provided that the policy:

- Is in writing and was adopted prior to the disaster event for which the applicant is seeking FEMA reimbursement for overtime compensation.

  For example, overtime pay will not be eligible for FEMA reimbursement if a disaster overtime compensation policy is adopted *after* the date of the disaster event.

- Does not include language making overtime compensation subject to or contingent on Federal funding or a Presidential disaster declaration.

  For example, language such as "*In the event of a Presidential disaster declaration,* overtime compensation shall be awarded" is not permissible because this makes the award of overtime compensation contingent on receiving a Presidential declaration. In addition, language such as "Overtime pay will be awarded *subject to FEMA reimbursement*" is not permissible because this makes the award of overtime compensation contingent on federal funding.

- Is applied uniformly regardless of a Presidential declaration.

  For example, provisions that authorize higher rates of overtime compensation during a Presidential declaration than during a non-Presidentially declared emergency are not permissible.

- Sets non-discretionary criteria for when the Applicant activates various pay types.

  For example, language such as "the Manager *may, in his or her discretion,* award overtime compensation" would not be permissible because this makes the award of overtime compensation discretionary.

If these requirements are not met, FEMA limits public assistance funding to the Applicant's non-discretionary, uniformly applied pay rates.[1]

Although not a guarantee of FEMA reimbursement, the personnel policy provisions for disaster overtime pay from the Town of Kure Beach's personnel policy offered below provide an example that meets FEMA requirements for disaster overtime compensation personnel policy provisions. *Local governments should consult with their human resources director and attorney before adopting any personnel policy changes*.

[1] FEMA *Public Assistance Program and Policy Guide,* April 2018, p. 23.

UNC SCHOOL OF GOVERNMENT

Example Disaster Overtime Pay Personnel Policy Provisions

Emergency Situations – non-exempt employees

In emergency situations, non-exempt employees will be compensated at their usual overtime rate of time and one half for hours worked in excess of (40) forty hours per week and double time for hours worked on weekends and holidays. Police Officers are paid regular pay for hours worked up to 171 in a 28-day cycle and any hours over 171 are paid at time and one half.

Emergency Situations – exempt employees

For exempt employees (including Department Heads) required to work extended hours during an emergency, the Town Council shall compensate for hours worked over and above the regular workweek at their regular hourly rate.

Source: Town of Kure Beach Personnel Policy, Art. III, Sec. 12 (3/1/2018)

For more information, contact:

Norma Houston, UNC School of Government, nhouston@sog.unc.edu

Kate Van Tol, NC Division of Emergency Management, Kathryn.VanTol@ncdps.gov

EXCERPT from Human Resources Manual – change made in 17.03

Section 17

HOURS OF WORK AND OVERTIME

(Approved by Commission 01/19/2011)

17.01 HOURS OF WORK

A. The Town shall establish the hours of work in accordance with the operational needs of the Town.

B. The Department Heads shall schedule the work as necessary to provide full service, but should attempt to avoid overtime work except where operationally necessary.

C. Unless otherwise provided by a Collective Bargaining Agreement (CBA), employees shall be scheduled for an unpaid lunch break of not less than one-half (½) hour but not more than one (1) hour. A paid break before and after lunch, not to exceed fifteen (15) minutes each, may be scheduled at the discretion of the Department Head.

17.02 REGULAR WORK WEEK OR PERIOD

Except for employees on a Section 7(K) schedule in the Police Department or as otherwise provided by a CBA:

A. The regular workweek for regular full-time employees shall be forty (40) hours in a seven (7) day period. The Town Manager may establish the basic work schedule and hours of work best suited to meet the needs of the departments and the Town to provide proper service to the community. Nothing in these rules shall be construed as a guarantee or limitation of the number of hours to be worked per week.

B. The basic work schedule shall be from Monday through Friday of each week unless specified or scheduled by the Town Manager to meet the particular requirements of the Town or individual departments. When the Town Manager deems it necessary, work schedules may be established other than the basic Monday through Friday schedule.

17.03 OVERTIME AND COMPENSATORY TIME

Except for employees in the Collective Bargaining Unit in the Police Department.

A. In any department, overtime will be authorized or directed only when it is in the best interest of the Town and is the most practical and economical way of meeting workloads or deadlines. Overtime will be authorized in advance by the Town Manager when practical or on special occasions.

B. Non-exempt employees shall be paid at a rate of one and one-half (1 ½) their regular hourly rate after forty (40) hours in a seven (7) day work period.

C. In emergency situations:

1. Non-exempt employees will be compensated at their usual overtime rate of time and one-half for hours worked in excess of (40) hours per week and double time for hours worked on weekends and holidays.

2. Exempt employees required to work extended hours during an emergency shall be compensated for hours worked over and above the regular work week at their regular hourly rate.

D. Employees will be required to work overtime when requested unless excused by supervisors.

E. For computing overtime, the following shall apply:

(1) A holiday (except for personal day) shall be considered as a day worked.

F. Standby time, PTO, personal day, funeral leave, jury-duty, annual military leave, and other absences from work while on pay status will follow the guidelines set forth in the Fair Labor Standards Act (FLSA) and shall not be counted as time worked when calculating overtime.

G. When an employee is required by proper authority to work beyond the normal 40 hours per week, the employee may be granted compensatory time off in lieu of cash for overtime provided that:

(1) It is granted at time and one-half for all hours over 40 worked in a week;

(2) Employees who are regularly scheduled to work more than eight (8) hours in a day for the purpose of attending mandatory commission, committee and, or workshop meetings shall accrue comp time for those hours worked;

(3) It is pursuant to an agreement or understanding, oral or written, with the employee prior to performance of work;

(4) Employees generally may accrue up to 40 hours of comp time;

(5) Employees who have accrued comp time are provided time off within a reasonable time period after requesting its use, providing it does not unduly disrupt the operations of the Town.

G. The Official Record of Earned Comp Time for all employees will be maintained by the Finance Department.

H. Employees will be paid for comp time remaining on the books after termination or separation from the Town at the rate of pay received by the employee at the time of separation.

17.04 ON-CALL PAY

On-Call pay is a method of compensating non-exempt employees assigned to on-call duty during off-duty hours. Employees assigned to on-call duty must be available to answer the phone or beeper and to report to duty as needed during the on-call shift hours assigned. To compensate these employees for the inconvenience of being on-call, they will receive four (4) hours of pay at their regular rate.

If employees in certain assigned departments are called in to work during off duty hours, they will be paid time and one-half for a minimum of two (2) hours or the amount of time actually worked whichever is greater.

17.05 PAYROLL PROCEDURES

A. Individual employee attendance and on the job recordings (time sheets) are to be accurately documented at each department, and forwarded to the Finance Department at the end of each pay period. The recorded information will remain in the permanent files of Town Hall. Payroll sheets are to be completed and routed to the Finance Department by 11:00 a.m., Monday after the completion of the pay period.

B. The following regulatory payroll procedures are to be followed by each

department:

1. It is the Town of Lady Lake's policy that employees, except Executive Personnel, will be paid for all hours in which they provide services for the Town. Careful records will be maintained for all hours worked for each employee. Time sheets are to show the time an employee began work, the time an employee began and concluded their lunch/dinner break, and the time the employee ceased performing services for the day.

2. No one should work overtime in any workweek without approval from a supervisor. The repeated performance of unauthorized overtime will be grounds for disciplinary action, up to and including dismissal.

3. Employees are to be discouraged from taking work from the job to be completed at home. All work performed for the Town will be performed on the job in the employee's designated work area.

4. There will be no job related voluntary work performed by an employee on behalf of the Town.

5. Federal withholding and Social security are deducted from paychecks in accordance with law. Voluntary deductions authorized by the Town Manager, are made only upon written authorization of the employee and approval by the Finance Department.

6. Checks are distributed bi-weekly on Friday. Errors in an employee's check should be reported to his supervisor immediately.

7. Should an employee voluntarily terminate his/her employment; the final paycheck will be issued on the next regular payday. In the event an employee is discharged, the Department Head shall notify the Human Resource Department that the employee is being discharged and the final check shall be issued as soon as practical.

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Advertisement of Bid for the Construction of the Lady Lake Library Renovations. (Thad Carroll)

AGENDA ITEM ID

2024053

DEPARTMENT

Growth Management

SUMMARY

Staff recommend approval to advertise for bids for construction services for the addition and renovations to the Lady Lake Library.

On August 15, 2022, the Town Commission granted approval of the contract proposal with Dickerson Architects, Inc. for design services for the modifications to the Children's Library and the Second Floor of the Adult Library.
Judd Dickerson of Dickerson Architects, Inc., has now completed the plan set for the project, and Town Staff is seeking permission to advertise for bids for construction services for the addition and renovations to the Lady Lake Library. The building work consists of the demolition of existing exterior structures, the addition of new exterior spaces, the addition of new interior spaces, and the interior renovation of a portion of the existing building. The site work consists of the construction of additional parking spaces, curbing, landscaping, irrigation, vinyl fencing, demolition of existing parking, and restriping the existing parking area. The scope also includes the addition of a second elevator, as well as an emergency power generator.
As per the prepared advertisement, staff anticipates receipt of the respondents' bids on May 8, 2024. Upon review of the bid submittals, a selection will be made and subsequently the bid award will be presented to the Town Commission for approval of contract.

Fiscal Impact is to be determined based upon bid response.

Source of Funding is from the Budgeted Special Revenue Fund and the cost is to be divided between the following accounts:
001-1501-515.62-00
001-1601-516.62-00
001-7101-571.62-00

Past Actions: On August 15, 2022, the Town Commission granted approval of the design

contract proposal with Dickerson Architects, Inc. for the library renovations project. At the February 28, 2023 Town Commission Workshop, Dickerson Architects gave a presentation of the library renovation options. There was Commission Consensus (5-0) to move forward with the second option laid out by Mr. Dickerson

Backup material for this agenda item includes:

1. Invitation to Bid Advertisement Library Project Supporting
2. Library Bid Supporting

TOWN OF LADY LAKE
INVITATION TO BID
ADDITIONS & RENOVATIONS TO THE LADY LAKE LIBRARY
BID NO. 2024-001

SCOPE OF WORK: Located at 225 W Guava Street, Lady Lake, FL 32159. The site work consists of the construction of additional parking spaces, curbing, landscaping, irrigation, vinyl fencing, demolition of existing parking, and restriping the existing parking area. The building work consists of the demolition of existing exterior structures, the addition of new exterior spaces, the addition of new interior spaces, and the interior renovation of a portion of the existing building. Refer to the complete set of the Construction Documents for a complete scope of work. The following is a list of materials and or trades that will be included or required; asphalt, concrete curbing, water piping and valves, landscaping, sanitary piping, emergency power generator, masonry, steel bar joists, steel beams and miscellaneous steel angles, steel decking, concrete foundations and beams, concrete flatwork, aluminum decorative arches, elevator, elevator pit water proofing, stucco, TPO roofing, polyisocyanurate insulation, stucco, paint, aluminum soffit, plywood, metal flashing, HVAC systems and ductwork, compressor roof top racking system, pre-engineered steel stairs with concrete pans, pre-engineered ladders for elevator pit access and roof access, handrails, guardrails, light gauge steel stud framing, gypsum drywall, acoustical tile ceiling, acoustical wall panels, tile, luxury vinyl plank flooring, vinyl baseboard, wood doors, door hardware, sliding aluminum and glass doors, steel doors, aluminum louvers, aluminum storefront, pre-engineered awnings with metal roofs, plumbing fixtures, light fixtures, conduit, switches and outlets, fire sprinklers, fire alarm, casework, window shades / blinds, and as noted in the Construction Documents.

Sealed bid offers for furnishing the above will be accepted up to **10 a.m. on Wed., May 8, 2024,** in the Town Clerk's Office, Town of Lady Lake, 409 Fennell Blvd., Lady Lake, Florida 32159. Bids will be opened immediately afterwards and read in the Town Commission Chambers. **One (1) original and three (3) copies of the Proposal must be submitted.** The Proposer shall mark the appropriate ORIGINAL as such**.**

All proposals must be in a sealed envelope/box and clearly marked in the lower left corner "**Bid No. 2024-001 – Additions & Renovations to the Lady Lake Library**", and delivered or mailed to: **Nancy Wilson, Town Clerk, Town of Lady Lake, 409 Fennell Boulevard, Lady Lake, Florida 32159**. Bids received after the specified submittal date and time, or improperly marked, will not be accepted.

A MANDATORY Pre-Bid meeting will be held on Wed., April 17, 2024, at 11 a.m. at the Town of Lady Lake Library, 225 W Guava Street, Lady Lake, FL 32159. Meet in the main Lobby for sign-in.

Bid Documents may be obtained through Demandstar at https://www.demandstar.com. Bidding Documents also may be examined at the office of the Town Clerk, 409 Fennell Blvd, Lady Lake, FL 32159. Monday through Thursday (excluding holidays).

The Issuing Office for the Bidding Documents is: Dickerson Architects, Inc., 1215 Penn St, Leesburg, FL 34748, Architect of Record is Judd Dickerson, AIA. Documents are NOT available at this location. Phone: 352-787-3771, Email: jsdarch@aol.com.

Bidding Documents are available through www.Demandstar.com. This includes all drawings, booklets, bid forms, RFI responses, and other pertinent documents. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including Addenda and RFI responses, if any, obtained from sources other than noted above.

Questions should be directed to Judd Dickerson at Dickerson Architects, Inc. by email only. The email should be directed to jsdarch@aol.com. All questions should be presented in the form of an RFI and should come from a General Contractor only. The RFI responses will be issued periodically and be available on Demandstar.

The Town of Lady Lake reserves the right to reject any and all proposals and to waive any informalities or irregularities therein. Responses to this Bid upon receipt by the Town will become public record subject to provisions of Chapter 119 F.S., Florida Public Records Law.

Nancy Wilson, Town Clerk
Town of Lady Lake

OFFICIAL BID FORM

FOR BID NO. 2024-001

Additions & Renovations to the Lady Lake Library

Mail or Hand Deliver

ORIGINAL BID FORM (MARKED "ORIGINAL") & THREE (3) COMPLETE COPIES

By_____

To:

TOWN CLERK
TOWN OF LADY LAKE
409 Fennell Boulevard
Lady Lake, Florida 32159

Bid Opening:

May 8th, 2024 at 10:00 a.m. or shortly thereafter

Town of Lady Lake
Town Council Chambers
Lady Lake, Florida 32159

Pre-Bid Conference – MANDATORY- April 17, 2024 at 11:00 a.m., at the Town of Lady Lake Library, 225 W Guava, St, Lady Lake, FL 32159

_____

COMPANY NAME

_____

COMPLETE MAILING ADDRESS

_____

CITY, COUNTY, STATE, ZIP CODE

_____

TELEPHONE NUMBER / FAX NUMBER / EMAIL ADDRESS

_____

CONTACT PERSON

To: Town of Lady Lake Commission
Town of Lady Lake, Florida

To Whom It May Concern:

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized themselves with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans and Specifications, Project Booklet, and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: ADDITIONS & REVNOVATIONS TO THE LADY LAKE LIBRARY in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the contract, to complete the said work within the time limits specified for the following LUMP SUM DOLLAR AMOUNT.

TOTAL BASE BID:

_____DOLLARS

(In Words)

$_____

Contractor shall fill furnish a SCHEDULE OF VALUES with the BID. This schedule of values shall include all major divisions & subcontracted trades and or suppliers.

In the event the contract is awarded to this Bidder, he/she will enter into a formal written agreement with the Owner in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him/her and will furnish to the Owner a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the Owner, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

The Bidder hereby agrees that there is attached:

1.	Non-Collusion Affidavit, Attachments A	Yes ___
2.	Required Disclosure, Attachment B	Yes ___
3.	Bid Bond or Cashiers Check (10% of Base Bid)	Yes ___
4.	Four (4) Complete copies of this Bid Form with all attachments	Yes ___
5.	Licenses	Yes ___
6.	Schedule of Values	Yes ___

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period:

Addendum No. _____Dated _____Addendum No. _____Dated _____

Addendum No. _____Dated _____Addendum No. _____Dated _____

If awarded this construction contract, the Bidder agrees to complete the work covered by this contract as follows:

1. Work shall start at the project site within fourteen (14) days of the effective date of the Notice to Proceed.

2. Substantially complete in 270 consecutive calendar days from date of Official Notice to Proceed.

3. Final completion in 300 consecutive calendar days from date of Official Notice to Proceed.

4. Should the Successful Bidder fail to complete work as specified, the liquidated damage clause will apply.

   The Bidder hereby agrees that the Owner reserves the right to waive informalities in any bid and to reject any or all bids, or to accept any bid that in its judgment will be for the best interest of the Owner.

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:

_____

(NAME OF HOLDER) (CERTIFICATE NO.)

_____

(SIGNATURE OF BIDDER) (CERTIFICATE EXPIRATION DATE)

_____

(NAME TYPED)

IDENTIFICATION OF BUSINESS ORGANIZATION

Complete and submit the following information:

Type of Organization

{ } Sole Proprietorship { } Partnership

{ } Limited Liability Company { } Corporation

State of Incorporation:_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

Name Title Telephone Number

_____

_____

_____

IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS DAY OF_____. 2024.

BY_____ (SEAL)

TITLE:_____

_____

PRINT NAME AND TITLE

FEDERAL I.D.#_____

Attachment A
NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town Commission, Lake County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

_____
(Name of Corporation, Partnership, Individual, etc.)

A _____, formed under the laws of _____

of which he or she is _____
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the Town of Lady Lake, also that no head of any department or employee therein, or any officer of Town of Lady lake, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_____
(AFFIANT)

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 202 4 .

_____ (Seal)
Notary Public

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification
_____Type of Identification: _____

Attachment B
REQUIRED DISCLOSURE

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Bidder, 2) any business entity related to or affiliated with bidder, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of bidder or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a bidder whose stock is publicly owned and traded.

Additions & Renovations to The Lady Lake Library
Lady Lake, Florida
Architect's Project No. 2322

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INVITATION TO BID

OFFICIAL BID FORM

NON-COLLUSION AFFIDAVIT

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SECTION 000101
PROJECT TITLE PAGE

1.1 PROJECT BOOKLET

A. Project Name: Additions & Renovations of the Lady Lake Library.

B. Owner: Town of Lady Lake.

C. Owner's Address: 409 Fennell Blvd. Lady Lake, FL 32159.

D. Owner's Project No.: 2024-001

E. Architect's Project No. 2322.

F. Architect: Michael J. Dickerson, Dickerson Architects, Inc.

G. Architect's Address: Location – 1215 Penn Street, Leesburg, FL 34748; Mail: P.O. Box 492226, Leesburg, FL 34749-2226.

H. Architect's Phone: 352-787-3771. .

I. Architect's Email: JSDArch@AOL.com.

J. Website: www.DickersonArchitect.com.

K. Issued: 2024.

L. Copyright Implied: Dickerson Architects, Inc. All rights reserved.

END OF SECTION 000101

SECTION 000115
LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Index of Drawing page of the separately bound drawing set titled Additions & Renovations to the Lady Lake Library, dated 03/11/24, as modified by subsequent Addenda and Contract modifications.

B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated, next page:

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A402	BUILDING SECTIONS & DETAILS	ELECTRICAL DRAWINGS	
A403	ENLARGED RESTROOM ELEVATIONS & ACCESSORY SCHEDULE	E001	ELECTRICAL - SCHEDULES AND DETAILS
A500	PARTIAL ROOF PLAN & ROOF DETAILS	E002	ELECTRICAL - NOTES
A501	ROOF DETAILS	E101A	ELECTRICAL - POWER FIRST FLOOR PLAN
A600	ROOM FINISH SCHEDULES & FINISH NOTES, DOOR & HARDWARE SCHED	E101B	ELECTRICAL - POWER FIRST FLOOR PLAN
A601	WINDOW SCHEDULE, DOOR & WINDOW DETAILS	E102	ELECTRICAL - POWER SECOND FLOOR PLAN
A602	DOOR & WINDOW ELEVATIONS	E201A	ELECTRICAL - LIGHTING FIRST FLOOR PLAN
A700	CASEWORK	E201B	ELECTRICAL - LIGHTING FIRST FLOOR PLAN
A701	CASEWORK	E202	ELECTRICAL - LIGHTING SECOND FLOOR PLAN
		E201A-ALT	ELECTRICAL - LIGHTING SECOND FLOOR PLAN- ADD ALTERNATE
		E201B-ALT	ELECTRICAL - LIGHTING SECOND FLOOR PLAN - ADD ALTERNATE
		E202-ALT	ELECTRICAL - LIGHTING SECOND FLOOR PLAN - ADD ALTERNATE
		E301A	ELECTRICAL - SYSTEMS FIRST FLOOR PLN
		E301B	ELECTRICAL - SYSTEMS FIRST FLOOR PLAN
		E302	ELECTRICAL - SYSTEMS SECOND FLOOR PLAN
		E601	ELECTRICAL - POWER RISER DIAGRAM
		E602	ELECTRICAL - PANEL SCHEDULES
		E603	ELECTRICAL - EQUIPMENT SCHEDULES

END OF SECTION 000115

DOCUMENT 002113
INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. AIA Document A701™ – 2018 , *Instructions to Bidders*, is hereby incorporated into the Procurement and Contracting Requirements.

1. A copy of AIA Document A701 - 2018, *Instructions to Bidders*, is included in this Section of the Project Manual on the pages 002113-2 thru 002113-9.

DOCUMENT 002213

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. Instructions to Bidders for Project consist of the following:
   1. AIA Document A701™ - 2018, *Instructions to Bidders,* a copy of which is bound in this Project Booklet in Section 002113, pages 2 through 9.]
   2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

A. The following supplements modify AIA Document A701™ - 2018, *Instructions to Bidders.* Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

A. Add Section 2.1.3.1:
   1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

B. Add Section 2.1.7:
   1. 2.1.7 - The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Florida and Lake County, Florida and meets qualifications indicated in the Procurement and Contracting Documents.

C. Add Section 2.1.8:
   1. 2.1.8 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

A. 3.4 - Addenda:
   1. Delete Section 3.4.3 and replace with the following:
      a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.
   2. Add Section 3.4.4.1:
      a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
         1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
         2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:
   1. Add Section 4.1.8:

a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.

2. Add Section 4.1.9:
   a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

B. 4.3 - Submission of Bids:
   1. Add Section 4.3.1.1:
      a. 4.3.1.1- Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bid:
   1. Add the following sections to 4.4.2:
      a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
      b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Break-Out Pricing Bid Supplement:
   1. Add Section 4.5:
      a. 4.5 - Provide detailed cost breakdowns no later than two business days following Architect's request.

E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:
   1. Add Section 4.6:
      a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling 3% or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

END OF DOCUMENT 002213

DRAFT

AIA® Document A701® - 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

«Additions & Renovations to the Lady Lake Library »
«225 W. Guava Street »
«Lady Lake, FL 32159 »

THE OWNER:
(Name, legal status, address, and other information)

«Town of Lady Lake »« »
«409 Fennell Blvd. »
«Lady Lake, FL 32159 »
« »

THE ARCHITECT:
(Name, legal status, address, and other information)

«Dickerson Architects, Inc. »« »
«1215 Penn Street »
«Leesburg, FL 34748 »
« »

TABLE OF ARTICLES

1 DEFINITIONS

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7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

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documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

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§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall

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affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning« »days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

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§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

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§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

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Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

« »

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SECTION 002513

PREBID MEETING (MANDATORY)

1.1 PREBID MEETING

A. Town of Lady Lake staff, Dickerson Architects, Inc., will conduct a Prebid meeting as indicated below:
   1. Meeting Date: April 17, 2024
   2. Meeting Time: 11:00 a.m. local time.
   3. Location: 225 W Guava St, Lady Lake, FL 32159, Main Lobby

B. Attendance:
   1. Prime Bidders: Attendance at Pre-bid meeting is **required**.
   2. Subcontractors: Attendance at Prebid meeting is recommended.
   3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet.

C. Bidder Questions: Submit written questions to Architect and Owner to be addressed at the Prebid meeting a minimum of two business days prior to meeting.

D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following: (each item will not be addressed if included in the Project Booklet, however, questions will be answered if any)
   1. Procurement and Contracting Requirements:
      a. Advertisement for Bids.
      b. Instructions to Bidders.
      c. Bidder Qualifications.
      d. Bonding.
      e. Insurance.
      f. Bid Security.
      g. Bid Form and Attachments.
      h. Bid Submittal Requirements.
      i. Bid Submittal Checklist.
      j. Notice of Award.
   2. Communication during Bidding Period:
      a. Obtaining documents.
      b. Access to Project Web site, if applicable.
      c. Bidder's Requests for Information.
      d. Bidder's Substitution Request/Prior Approval Request.
      e. Addenda.
   3. Contracting Requirements:
      a. Agreement.
      b. The General Conditions.
      c. The Supplementary Conditions.
      d. Other Owner requirements.
   4. Construction Documents:
      a. Scopes of Work.
      b. Temporary Facilities.
      c. Use of Site.
      d. Work Restrictions.
      e. Alternates, Allowances, and Unit Prices.
      f. Substitutions following award.

5. Separate Contracts:
    a. Work by Owner.
    b. Work of Other Contracts.
6. Schedule:
    a. Project Schedule.
    b. Contract Time.
    c. Liquidated Damages.
    d. Other Bidder Questions.
7. Site and facility visit or walk-through.
8. Post-Meeting Addendum.

E. Minutes: Town of Lady Lake staff will be responsible for conducting meeting and will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
    1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF SECTION 002513

SECTION 002600

PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.

B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500, Substitution Procedures, for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.

B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by a participating General Contractor ; otherwise requests will be returned without action:
   1. Extensive revisions to the Contract Documents are not required.
   2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
   3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

A. Procurement Substitution Request: Submit to the Owner and the Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
   1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
   2. Submittal Format: Submit digital copies of each written Procurement Substitution Request.
      a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
      b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
         1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
         2) Copies of current, independent third-party test data of salient product or system characteristics.
         3) Samples where applicable or when requested by Architect.
         4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include

attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
6) Research reports, where applicable, evidencing compliance with building code in effect for Project.
7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.

c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.

d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF SECTION 002600

SECTION 003119

EXISTING CONDITIONS INFORMATION

1.1 EXISTING CONDITION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Related Requirements:

1. Section 002113, Instructions to Bidders, for the Bidder's responsibilities for examination of Project site and existing conditions. A walk-through will be conducted at the Pre-bid meeting.

C. Existing Construction Documents:

1. Existing Construction Documents will be made available to interested parties.

END OF SECTION 003119

SECTION 004323
ALTERNATES FORM

1.1 BID INFORMATION

A. Bidder: _____.

B. Prime Contract: _____.

C. Project Name: Additions & Renovations to the Lady Lake Library

D. Project Location: 225 W Guava St, Lady Lake, FL 32159.

E. Owner: Town of Lady Lake

F. Owner's Project Number: 2024-001

G. Architect: M. Judson Dickerson, Dickerson Architects, Inc.

H. Architect Project Number: 2322.

1.2 BID FORM SUPPLEMENT

A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
   1. Lump Sum Contract.

B. If the Alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

C. If the Alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

D. The Bidder shall be responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.

E. Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.

F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1. See Electrical Engineers drawings, sheet E201A-ALT, E201B-ALT, and E202-ALT for details.
   1. ADD _____
      Dollars ($_____)

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this ____ day of _____, 2024.

B. Submitted By:_____(Insert name of bidding firm or corporation).

C. Authorized Signature:_____(Handwritten signature).

D. Signed By:_____(Type or print name).

E. Title:_____(Owner/Partner/President/Vice President).

END OF SECTION 004323

SECTION 004373

PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including Alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Booklet Table of Contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.

B. Arrange Schedule of Values consistent with format of AIA Document G703 and continuation sheet on pages 004373-2 thru 004373-3 hereof.

1. Copies of AIA forms may be purchased from the American Institute of Architects, http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

END OF SECTION 004373

SECTION 006000

PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. AIA Document A101, *Standard Form of Agreement between Owner and Contractor, where the basis of payment is a Stipulated Sum.*
   a. The General Conditions for Project are AIA Document A201, *General Conditions of the Contract for Construction.*
2. The General Conditions are included in the Project Booklet, Section 007300.
3. The Supplementary General Conditions for the Project are included in the Project Booklet, Section 007301.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01, General Requirements.

B. Copies of AIA standard forms may be purchased from the American Institute of Architects: http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:

1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, Performance Bond and Payment Bond.
2. Form of Certificate of Insurance: AIA Document G715, Supplemental Attachment for ACORD Certificate of Insurance 25-S.

D. Information and Modification Forms:

1. Form for Requests for Information (RFIs): AIA Document G716, Request for Information (RFI).
2. Form of Request for Proposal: AIA Document G709, Work Changes Proposal Request.
3. Change Order Form: AIA Document G701, Change Order.
4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, Architect's Supplemental Instructions.
5. Form of Change Directive: AIA Document G714, Construction Change Directive.

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, Continuation Sheet.
2. Payment Application: AIA Document G702/703, Application and Certificate for Payment and Continuation Sheet.
3. Form of Contractor's Affidavit: AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.
4. Form of Affidavit of Release of Liens: AIA Document G706A, Contractor's Affidavit of Payment of Release of Liens.
5. Form of Consent of Surety: AIA Document G707, Consent of Surety to Final Payment.

END OF SECTION 006000

SECTION 006536

GENERAL BUILDING GUARANTEE

DATE: _____

(Date of Substantial Completion)

STATE OF FLORIDA

COUNTY OF LAKE

General Contractor company,_____, hereby guarantees all products and workmanship incorporated in "Additions & Renovations of the Lady Lake Library", 225 W Guava St., Lady Lake, FL 32159, against defects for a period of twelve (12) months for the General Guarantee as set forth in the *General Conditions of the Contract for Construction*, AIA Document A201™ - 2017. This Guarantee is binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damages caused by acts of God, or other casualty.

Respectfully submitted this _____ day of _____, 2024, by:

General Contractor company _____

By:_____

_____

Title (Owner, Partner, or Corporate President or Vice-President)

WITNESS:

_____

(Proprietorship or Partnership)

ATTEST:

_____

(Surety Company)

By: _____

By: _____

Title: _____

Title: _____

(Attorney in Fact)

_____

(Corporate Secretary or Assistant Secretary)

_____

_____

Name and Address of Surety Agency

END OF SECTION 006536

SECTION 006537

WATER TIGHTNESS GUARANTEE

DATE: _____

(Date of Substantial Completion)

STATE OF FLORIDA

COUNTY OF LAKE

General Contractors company, _____ for "Additions & Renovations to the Lady Lake Library, 225 W Guava St, Lady Lake, FL 32159, shall guarantee for a period of twenty four (24) months that the work of his Contract shall be watertight and leakproof at every area, except where leaks can be attributed to damage to the work by external forces beyond the General Contractors control, or is an existing condition, or outside of the "work area" of the project. The General Contractor shall immediately upon notification by the Owner of water penetration, determine the source of water penetration and at the company's own expense, do any work necessary to make the Work of his contract watertight and leakproof. The General Contractor shall also, at the company's own expense repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration.

Respectfully submitted this _____ day of _____, 2024, by:

General Contractor company _____

By _____

_____

Title (Owner, Partner, or Corporate President or Vice-President)

WITNESS:

_____

(Proprietorship or Partnership)

ATTEST:

_____

(Surety Company)

By: _____

By: _____

Title: _____

Title: _____

(Attorney in Fact)

_____

(Corporate Secretary or Assistant Secretary)

_____

_____

_____

(Name and Address of Surety Agency)

END OF SECTION 006537

SECTION 007301

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions modify, change, delete from, or add to the *General Conditions of the Contract for Construction*, AIA Document A201™ - 2017 edition (hereinafter referred to as "General Conditions"), and shall supersede the "General Conditions" to the extent inconsistent or in conflict therewith. Where any Article, Paragraph, Subparagraph, or Clause of the "General Conditions" is modified or deleted by these Supplementary General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or clause shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add the following Subparagraph 1.1.9:

1.19 Mechanical, Plumbing, and Electrical Drawings are diagrammatic only. Actual work shall be installed consistent with measurements obtained at the job site. The work shall be coordinated with other trades as necessary, and shall be consistent with shop drawings and manufacturer's published requirements.

ARTICLE 3 - CONTRACTOR

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sub-subparagraph 3.3.1.1 to Subparagraph 3.3.1:

3.3.1.1 Any instructions that the Architect may issue to the Contractor shall be adjudged an interpretation of the requirements of the Contract Documents and not an act of supervision. The Architect has no authority and accepts no responsibility, either direct or implied, to direct and superintend the Work.

3.4 LABOR AND MATERIALS

Add the following Sub-subparagraph 3.4.2.1 to 3.4.2:

3.4.2.1 No substitutions of materials, products, or manufacturers will be considered under this Contract except under one or more of the following circumstances:

1. The substitution is approved by Architect and Owner as required for meeting the Budget requirements of the Owner.
2. The substitution is required for compliance with subsequent interpretations of Code or insurance requirements.
3. The specified product is unavailable through no fault of the Contractor.
4. The manufacturer or fabricator refuses to certify or guarantee the specified product as required.
5. Subsequent information reveals that the specified product is unable to perform properly or to fit in the designated space.

Add the following Subparagraph 3.4.4:

3.4.4 The Contractor shall insure that all product suppliers and Subcontractors adhere to the Contract Documents and that they order products on time, taking into account the current market and delivery conditions and that they provide products on time. The Contractor shall keep the Architect informed as to the availability of all specified materials and equipment and shall advise him promptly, in writing, of all material and equipment that may not be obtainable or the availability of which may be delay, whether due to conditions of the market or other limited or governing factors beyond the Contractor's control.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

Add the following to Sub-Subparagraph 3.7.2:

3.7.2.1 If the Contractor fails to give such notices, he shall be liable for and shall indemnify and hold harmless the Owner and Architect against any and all resulting fines, penalties, judgements, or damages, including reasonable attorneys' fees, imposed on, or incurred by the parties indemnified, as a result of such failure by the Contractor.

Add the following Sub-subparagraph to 3.7.2:

3.7.2.2 The Contractor, his Subcontractors and all trades people working on the project who are required by statute to be licensed, shall have a current license in good standing, before commencing any operations on the premises.

3.15 CLEANING UP

Add the following Subparagraph 3.15.3:

3.15.3 Removal of debris and waste material shall be performed a minimum of one time daily and additionally as required to keep debris and waste from stockpiling and creating a potential fire hazard.

ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following Subparagraph 9.8.2:

9.8.2 The Work or designated portion thereof, will not be considered to have achieved Substantial Completion until all systems are operational as designed; all life-safety components of the Work are complete; all designated or required governmental inspections or certifications have been made and posted, designated instructions of Owner's personnel in the operation of systems has been competed; and all final finishes are in place. The Owner's occupancy or use of the Work or a designated portion thereof, under the provisions of Paragraph 9.9 shall in no way constitute the acceptance of the Work as Substantially Complete until the provisions of this Subparagraph have been satisfied.

Add the following to Sub-subparagraphs 9.8.3.1 and 9.8.3.2 to Subparagraph 9.8.3:

9.8.3.1 In the event that more than two inspections by the Architect are made necessary by the failure of the Contractor to complete the Work or to complete or correct items identified on the Punch List of such items, the Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect's services made necessary thereby.

9.8.3.2 If the Contractor requests that the Architect prepare a list prior to Substantial Completion, or should the Contractor request a List be prepared to assist the Contractor in his completion and corrective work, or should the Architect be caused additional expense because of the Contractor's claim that work has been completed or corrected when it has not been, the Contractor shall reimburse the Owner for all additional costs incurred from the Architect for services provided by such request. The costs of such services will be withheld from payments then or thereafter due to the Contractor.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5 INTEREST

Add the following Sub-sub paragraph to 13.5 as 13.5.1:

13.5.1 Any money withheld due to any of the causes noted in Paragraphs 9.5, 9.6, 9.7, or 9.8 constitutes a waiver of the Contractor's right to interest as stipulated in Paragraph 13.5.

END OF SECTION 007301

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Additions & Renovations to the Lady Lake Library
225 W. Guava Street, Lady Lake, FL 32159

THE OWNER:
(Name, legal status and address)

Town of Lady Lake
409 Fennell Blvd., Lady Lake, FL 32159

THE ARCHITECT:
(Name, legal status and address)

Dickerson Architects, Inc.
Location: 1215 Penn Street, Leesburg, FL 34748; Mail: P.O. Box 492226, Leesburg, FL 34749-2226

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Town of Lady Lake
409 Fennell Blvd., Lady Lake, FL 32159

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Dickerson Architects, Inc.
Location: 1215 Penn Street, Leesburg, FL 34748; Mail: P.O. Box 492226, Leesburg, FL 34749-2226

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_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 009113

ADDENDA

1.1 PROJECT INFORMATION

A. Project Name: Additions & Renovations to the Lady Lake Library

B. Owner: Town of Lady Lake

C. Owner Project Number: 2024-001

D. Architect: Michael J. Dickerson, Dickerson Architects, Inc.

E. Architect Project Number: 2322.

F. Date of Addendum:_____

1.2 NOTICE TO BIDDERS

A. This Addendum is issued to the General Contractor/Construction Manager pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Booklet, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

C. The date for receipt of bids may be unchanged by this Addendum or changed as noted by the General Contractor, at the same time and location.
1. Bid Date: As noted by General Contractor.

1.3 ATTACHMENTS

A. This Addendum includes no attachments.

B. This Addendum includes the following attached Documents and Specification Sections:
1. Document [number and name], dated [_____]
2. Section [number and name], [revised or new].

C. This Addendum includes the following attached Addendum Plan Sheets (Drawings):
1. General Sheet [number, dated _____, [revised or new]
2. Civil Sheet [number, dated _____, [revised or new].
3. Landscape Sheet [number, dated _____, [revised or new].
4. Structural Sheet [number, dated _____, [revised or new.
5. Architectural Sheet [number, dated _____, [revised or new].
6. Fire Protection Sheet [number, dated _____, [revised or new].
7. Plumbing Sheet [number, dated _____, [revised or new].
8. Mechanical Sheet [number, dated _____, [revised or new].
9. Electrical Sheet [number, dated _____, [revised or new].

1.4 REVISIONS TO PREVIOUS ADDENDA

A. Addendum No. 1 [tem [number, document number, name, not revised, revised or new document].
1. Paragraph [number, explanatory text].

B. Addendum No. 2, Item [number, document number, name, not revised, revised, or new document]; Specification Section _____ [number and name, not revised, revised, new document].
1. Paragraph [insert number and explanatory text].I

1.5 REVISIONS TO DIVISION 00 PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS

A. Document [name and number, not revised].
   1. Paragraph [insert number and explanatory text].

1.6 REVISIONS TO DIVISION 01 GENERAL REQUIREMENTS

A. Specification Section [insert number and name, not revised].
   1. Paragraph [insert number and explanatory text].

1.7 REVISIONS TO DIVISIONS 02 - 33 SPECIFICATION SECTIONS

A. Specification Section [insert number and name, not revised].
   1. Paragraph [insert number and explanatory text].

1.8 REVISIONS TO DRAWING SHEETS

A. Sheet [insert number, title, revised]
   1. Drawing [insert number and explanatory text].

END OF SECTION 009113
END OF DIVISION 00

SECTION 010000
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 Purpose: The purpose of Division 1, General Requirements, is to modify, amplify and explain the General and Supplementary Conditions of the Contract and describe various items and requirements affecting the work as a whole. Where conflicts arise between the General and Supplementary Conditions and these Specifications, the Specifications shall govern. Where conflicts arise between Division 1 and other Divisions of the Specifications, the Architect shall be consulted for interpretation.

1.2 Format:

A. As a general rule, the various select Sections of these Specifications are written in the MasterSpec Premium format, copyright 2019, American Institute of Architects. Each Section is written in terms of these parts: General, Product, and Execution; depending on the needs of each Section, not all three parts are used each time.

1. Part 1, General, contains information related to all items in the Section. This part contains such paragraphs as "Scope of Work", "Related Work Specified Elsewhere", "Quality Assurance", and "Submittals".
2. Part 2, Products, describes the materials to be used, special requirements for their handling and storage, and any operations such as fabrication, mixing, shop painting and mill or shop testing that takes place before they become a part of the building.
3. Part 3, Execution, tells what is done with the products from Part 2, in making them part of the completed building. In this part will be found such items as "Erection", "Installation", "Workmanship", "Inspections", and "Field Tests".

B. As far as possible, work of separate trades or subcontractors has been kept in separate Sections. However, the arrangement of Sections or parts and articles within Sections, is intended to ease the retrieval of information only and is not necessarily intended to prescribe the scope of the work included in any subcontracts. The responsibility for the assignment and delegation of work and scope of subcontracts rests solely with the Contractor in conforming to the General and Supplementary Conditions of the Contract for Construction.

1.3 Specification Explanation:

A. The Specifications have been partially "streamlined" and some words and phrases have been intentionally omitted, then missing portions shall be supplied by inference as with notes on the drawings.

B. Words like "Approved", "Inspected," "Directed," and "Selected," shall be construed to be followed by the words "by the Architect" or "by the Engineer". Words like "Satisfactory", "Submitted", and "Reported", shall be construed to be followed by the words "to the Architect" or in some cases "NIC not in contract and to be by owner".

C. Words like "install", "provide", "furnish," and "supply," shall be construed to include completely furnishing, installing, and constructing, unless modified by additional information.

D. Instructions, directions, and requirements, as specified, shall be construed to be followed by the phrase, "unless otherwise specified or indicated". Use of a colon shall be construed to mean a form of "shall be" unless otherwise indicated by the context.

E. Certain repetitions within the documents are for convenience only and do not indicate a relative importance.

F. References listed in the Sections as "specified elsewhere" are for convenience only and are not intended to be all-inclusive or all-exclusive.

1.4 Reference Standards: Throughout these Specifications, publications are listed as "Reference Standards". The latest editions of those publications, unless noted otherwise, are made a part of these Specifications.

PART 2 - PRODUCTS - Not Applicable

PART 3 - EXECUTION - Not Applicable

END OF SECTION 010000

SECTION 011000
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:
1. Project information.
2. Work covered by Contract Documents.
3. Furnishings purchased by Owner under separate contract.
4. Access to site.
5. Work restrictions.
6. Specification and Drawing conventions.

1.3 PROJECT INFORMATION

A. Project Identification: "Additions & Renovations to the Lady Lake Library, architects project number 2322.

B. Owner: Town of Lady Lake.
1. Owner's Representative: Mr. C.T. Eagle

C. Architect: M. Judson Dickerson, Dickerson Architects, Inc.; Mail: P.O. Box 492226, Location: 1215 Penn Street (Location), Leesburg, Florida 34749-2226. Phone 352-787-3771, fax 352-787-3791, email JSDArch@AOL.com.

D. Other Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
1. Bora Erbilen, P.E., BBM Structural, 2300 Maitland Center Parkway, Suite 201, Maitland, FL 32751. Phone 407-645-3423, berbilen@bbmstructural.com.

2. Matt Miller, Miller Professional Engineering, LLC., Mechanical, Electrical, and Plumbing Engineering, PO Box 4246, Ocala, FL 34478. Phone 352-572-7470. E-mail mpe.miller@gmail.com.

3. Steven Cockerham, Neel-Shaffer, 2301 Lucien Way, Ste 300, Maitland, FL 32751. Phone 407-539-0575. Email steven.cockerham@neel-shafer.com

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:
1. Providing all labor, materials, equipment, and services necessary to complete the construction of "Additions & Renovations to the Lady Lake Library, Architects Project number 2322.

B. The Work of the Project is defined by the Contract Documents and consists of the following:
1. On-site improvements including site clearing, earth moving, termite control, paving, landscaping, irrigation, utilities, utility extension.

2. The building is constructed utilizing exterior products of concrete masonry units, structural steel framing, steel joist framing, steel decking, cold-formed metal framing, TPO roof, and standing-seam metal roof panels on pre-engineered canopies, hollow metal doors and frames, aluminum louvers, polyisocyanurate insulation, pre-finished galvalume flashing and wall caps, aluminum-framed entrances, storefronts, and exterior painting will be incorporated into the Project. Interior finishes include gypsum board, tiling, casework, , mechanical, electrical, and plumbing systems, acoustical tile ceilings, base, vinyl plank flooring, solid core prefinished wood doors and hardware, and painting. Specialties will include signage, toilet compartments, wall louvers and vents, fire sprinkler systems, fire extinguishers, and medical equipment.

1.5 EQUIPMENT PURCHASED BY OWNER UNDER SEPARATE CONTRACT

A. Owner will purchase Furnishings.

B. Owner will purchase Audio Visual systems.

C. Owner will purchase appliances in break rooms as needed, General Contractor will install.

1.6 ACCESS TO SITE

A. General: Contractor shall have use of the Project site for construction operations as indicated by the Contract limits and as indicated by requirements of this Section.

1.7 SEQUENCE OF CONSTRUCTION PHASES

A. The existing Children's Library, which is the future Growth Management space, will remain in full operations until their new space on the second floor has received a Certificate of Occupancy or Temporary Certificate of Occupancy. During this first phase of construction, all work on the second floor, all work north of the 3-hour fire wall, and all work on the west side of the building (new covered entry) shall also be completed and obtain the C.O. or Temporary C.O. Contractor to develop & implement project confinement fencing and or other barriers to limit public access on the west side of the building, include warning signage, coordinate with Owner's representative for final approval.

B. Phase two of construction shall be the renovation of the existing Children's Library to convert it into the new Growth Management space, include the exterior construction for the Growth Management entry. Also, include the new parking spaces and landscaping on the south side of the building in this phase. Contractor to develop & implement project confinement fencing and or other barriers to limit public access on the south side of the building, include warning signage, coordinate with Owner's representative for final approval.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction and as requested by the Owner.

B. Nonsmoking Building: Smoking & vaping is not permitted within the building or within 25' of entrances, operable windows, or outdoor air intakes.

C. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

1.9 SPECIFICATIONS AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mode and streamlined language are generally used in the Specifications. The words "shall", "shall be", or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products are identified on the Drawings and where applicable, are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations as indicated in Pages A-1 through A-3 of this Booklet, "Architectural Standard Terms, and Abbreviations".

PART 2 - PRODUCTS - Not Applicable

PART 3 - EXECUTION - Not Applicable

END OF SECTION 011000

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Division 01, Section 016000, Product Requirements, for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      h. Research reports evidencing compliance with building code in effect for Project.

i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

j. Cost information, including a proposal of change, if any, in the Contract Sum.

k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within ten (10) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's instructions for minor changes in the Work.

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE: Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES: Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to Bid date which is the time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.

d. Requested substitution has received necessary approvals of authorities having jurisdiction.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty or equal to the product specified.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION - Not Applicable

END OF SECTION 012500

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500, Substitution Procedures, for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions through the Construction Manager authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, prepared on AIA Document G710™ - 2017, *Architect's Supplemental Instructions,* in this Section, 012600-3, or a similar document.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500, Substitution Procedures, if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Construction Manager will issue a Change Order for signatures of Owner, Architect, and Contractor binding contract included in this Section, as 012600- 4, or other approved document.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: General Contractor will issue Construction Change Directives on AIA Document G714CMa™ - 2017. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Change Directives will contain a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS - Not applicable.

PART 3 - EXECUTION - Not applicable.

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General project coordination procedures.
   2. Requests for Information (RFIs).
   3. Pre-Construction Meeting.
   4. Work-In-Progress meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
   1. Section 012600, Contract Modification Procedures.
   2. Section 017700, Closeout Procedures, for coordinating closeout of the Contract.

1.3 DEFINITIONS: RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's construction schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Startup and adjustment of systems.
   7. Project closeout activities.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
   1. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. RFI number, numbered sequentially.
   6. RFI subject.
   7. Specification Section number and title and related paragraphs, as appropriate.
   8. Drawing number and detail references, as appropriate.
   9. Field dimensions and conditions, as appropriate.
   10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   11. Contractor's signature.
   12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
   1. The following RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for coordination information already indicated in the Contract Documents.
      d. Requests for adjustments in the Contract Time or the Contract Sum.
      e. Requests for interpretation of Architect's actions on submittals.
      f. Incomplete RFIs or inaccurately prepared RFIs.
   2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
   3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01, Section 012600, Contract Modification Procedures.
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten days of receipt of the RFI response.

1.6 PROJECT MEETING

A. General: Coordinate meetings at Project site, unless otherwise indicated or directed.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

B. Pre-Construction Meeting: Contractor will schedule and conduct a pre-construction meeting before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
   1. Conduct the conference to review responsibilities and personnel assignments.
   2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Discuss items of significance that could affect progress, including the following:
      a. Tentative construction schedule.
      b. Phasing.
      c. Critical work sequencing and long-lead items.
      d. Designation of key personnel and their duties.
      e. Lines of communications.
      f. Procedures for processing field decisions and Change Orders.
      g. Procedures for RFIs.
      h. Procedures for testing and inspecting.
      i. Procedures for processing Applications for Payment.
      j. Distribution of the Contract Documents.
      k. Submittal procedures.
      l. Preparation of record documents.
      m. Responsibility for temporary facilities and controls.
      n. Construction waste management and recycling.
      o. Parking availability.
      p. Office, work, and storage areas.
      q. Equipment deliveries and priorities.
      r. Security.
      s. Progress cleaning.

C. Progress Meetings: Conduct progress meetings at weekly and/or appropriate intervals in relation to work in progress.
   1. Coordinate dates of meetings with preparation of payment requests.
   2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Include topics for discussion as appropriate to status of Project.
      a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of

schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

PART 2 - PRODUCTS - Not Applicable

PART 3 - EXECUTION - Not Applicable

END OF SECTION 013100

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Startup construction schedule.
   2. Contractor's Construction Schedule.
   3. Construction schedule updating reports.
   4. Daily construction reports.
   5. Material location reports.
   6. Site condition reports.
   7. Unusual event reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.
   1. Float time belongs to Owner.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF file.
   3. Two paper copies, of sufficient size to display entire period or schedule, as required.

B. Startup construction schedule.
   1. Submittal of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
   1. Submit a working digital copy of Schedule, using software indicated, and labeled to comply with requirements for submittals.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
   1. Activity Report: List of activities s
   2. Sorted by activity number and then early start date, or actual start date if known.
   3. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
   4. Total Float Report: List of activities sorted in ascending order of total float.
   5. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Unusual Event Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagram's within 24 hours of Architect's request.

B. Prescheduling Conference: Conduct conference at Project site to review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:
   1. Review software limitations, content, and format for reports.
   2. Verify availability of qualified personnel needed to develop and update schedule.

3. Discuss constraints, including phasing work stages.
4. Review delivery dates for Owner-furnished products.
5. Review submittal requirements and procedures.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for Project closeout and Owner startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

D. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300, Submittal Procedures, in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

5. Commissioning Time: Include no fewer than 15 days for commissioning.
6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000, Summary. Delivery dates indicated stipulate the earliest possible delivery date.
4. Owner-Furnished Products: Include a separate activity for each product. Delivery dates indicated stipulate the earliest possible delivery date.
5. Work Restrictions: Show the effect of the following items on the schedule:
   a. Use-of-premises restrictions.
   b. Seasonal variations.
   c. Environmental control.
6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Subcontract awards.
   b. Submittals.
   c. Purchases.
   d. Mockups.
   e. Fabrication.
   f. Sample testing.
   g. Deliveries.
   h. Installation.
   i. Tests and inspections.
   j. Adjusting.
   k. Curing.
   l. Startup and placement into final use and operation.
   m. Commissioning.
7. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural completion.
   b. Temporary enclosure and space conditioning.
   c. Permanent space enclosure.
   d. Completion of mechanical installation, including plumbing.
   e. Completion of electrical installation.
   f. Substantial Completion.

F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion and the following interim milestones:

1. Temporary enclosure and space conditioning.

G. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

H. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

I. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before any scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

J. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

K. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in temporary field office.
2. When revisions are made, distribute updated schedules to the same parties, and post in the same location. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.8 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.9 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
   1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.10 CPM SCHEDULE REQUIREMENTS

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a cost-and resource-loaded, time-scaled CPM network analysis diagram for the Work.
   1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.
      a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
   2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
   3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
   4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
   1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
      a. Preparation and processing of submittals.
      b. Mobilization and demobilization.
      c. Purchase of materials.
      d. Delivery.
      e. Fabrication.
      f. Utility interruptions.
      g. Installation.

h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing and inspection.
j. Commissioning.
k. Punch list and final completion.
l. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents,]and demonstration and training (if applicable), in the amount of five percent (5%) of the Contract Sum.
   a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
   b. Total cost assigned to activities shall equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.

5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
   a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
   b. Submit value summary printouts one week before each regularly scheduled progress meeting.

1.11 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. Construction Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.

3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
   1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS – Not Applicable

PART 3 - EXECUTION – Not Applicable

END OF SECTION 013200

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:
1. Section 017839, Project Record Documents, for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Submittals: Written and graphic information and physical samples that require Architect's responsive action. These submittals are indicated in individual Specification Sections.

1.4 SUBMITTALS

A. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

B. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:
a. Project name.
b. Date.
c. Name of Contractor.
d. Name of subcontractor.
e. Name of supplier.

f. Name of manufacturer.
g. Number and title of appropriate Specification Section.
h. Other necessary identification.

C. Deviations: Identify deviations from the Contract Documents on submittals.

D. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

E. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form, digital copies are acceptable, unless physical samples are to be included. Architect will, without review, discard submittals received from sources other than Contractor.

F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

H. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Action Submittals: Submit electronic documents, unless otherwise indicated. Architect will return in the same format or email .pdf.
2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700, Closeout Procedures.
3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
4. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01, Section 014000, Quality Requirements.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.

f. Application of testing agency labels and seals.
g. Notation of coordination requirements.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Compliance with specified standards.
      c. Notation of coordination requirements.
      d. Notation of dimensions established by field measurement.
      e. Relationship and attachment to adjoining construction clearly indicated.
      f. Seal and signature of professional engineer if specified.
   2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11".
   3. Submit Shop Drawings in the following format:
      a. Electronic.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
   1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
   2. Identification: Attach label on unexposed side of Samples that includes the following:
      a. Generic description of Sample.
      b. Product name and name of manufacturer.
   3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
      a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one submittal with options selected.
   5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or

product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

E. Contractor's Construction Schedule: Comply with requirements specified in Division 01.

F. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.

G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

H. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

I. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

J. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

K. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

L. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

M. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

N. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

O. Schedule of Tests and Inspections: Comply with requirements specified in Division 01, Section 014000, Quality Requirements.

P. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

Q. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

R. Field Test Reports: Submit reports indicating and interpreting results of field tests either performed during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

S. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01, Section 017700, Closeout Procedures.

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action to be taken:
   1. Approved.
   2. Approved as Noted.
   3. Correct & Resubmit.
   4. Rejected - Resubmit.

C. Incomplete submittals are not acceptable, will be considered non-responsive, and will be returned without review.

D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections:
   1. Divisions for specific test and inspection requirements.

1.3 DELEGATED DESIGN:

A. Performance and design criteria: where professional design services or certifications by a design professional are specifically required of Contractor by the contract documents, provide products and systems complying with specific performance and design criteria indicated.
   1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.4 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface

between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.5 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Entity responsible for performing tests and inspections.
   3. Description of test and inspection.
   4. Identification of applicable standards.
   5. Identification of test and inspection methods.
   6. Number of tests and inspections required.
   7. Time schedule or time span for tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY ASSURANCE

A. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

B. Testing and Inspection: Include a schedule of Work requiring testing or inspection, including the following:
   1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
   2. Special inspections required by authorities having jurisdiction.

C. Inspection of Workmanship: Provide continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Provide corrective actions required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

D. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample taking, and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and reinspecting.

B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
   1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
   2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
   3. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

4. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.10 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
   1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
   2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
   4. Where quality-control services are indicated submit a certified written report, in duplicate, of each quality-control service.
   5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01, Section 013300, Submittal Procedures.

C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS - Not Applicable

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01, Section 017300, Execution.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200
REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.

29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa.ca.
65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.

66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org .
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.

106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.
124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; www.marble-institute.com.
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
138. NBI - New Buildings Institute; www.newbuildings.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
141. NEBB - National Environmental Balancing Bureau; www.nebb.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.

143. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.
145. NETA - InterNational Electrical Testing Association; www.netaworld.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
147. NFPA - National Fire Protection Association; www.nfpa.org.
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; www.nfrc.org.
150. NHLA - National Hardwood Lumber Association; www.nhla.com.
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
154. NRCA - National Roofing Contractors Association; www.nrca.net.
155. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
156. NSF - NSF International; www.nsf.org.
157. NSPE - National Society of Professional Engineers; www.nspe.org.
158. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
160. NWFA - National Wood Flooring Association; www.nwfa.org.
161. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
162. PDI - Plumbing & Drainage Institute; www.pdionline.org.
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); http://www.plasa.org.
164. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
165. RFCI - Resilient Floor Covering Institute; www.rfci.com.
166. RIS - Redwood Inspection Service; www.redwoodinspection.com.
167. SAE - SAE International; www.sae.org.
168. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
169. SDI - Steel Deck Institute; www.sdi.org.
170. SDI - Steel Door Institute; www.steeldoor.org.
171. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; www.siaonline.org.
174. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMA - Screen Manufacturers Association; www.smainfo.org.
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
177. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
178. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
179. SPIB - Southern Pine Inspection Bureau; www.spib.org.
180. SPRI - Single Ply Roofing Industry; www.spri.org.
181. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
182. SSINA - Specialty Steel Industry of North America; www.ssina.com.

183. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
184. STI - Steel Tank Institute; www.steeltank.com.
185. SWI - Steel Window Institute; www.steelwindows.com.
186. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
187. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; www.masonrysociety.org.
193. TPI - Truss Plate Institute; www.tpinst.org.
194. TPI - Turfgrass Producers International; www.turfgrasssod.org.
195. TRI - Tile Roofing Institute; www.tileroofing.org.
196. UL - Underwriters Laboratories Inc.; http://www.ul.com.
197. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
198. USAV - USA Volleyball; www.usavolleyball.org.
199. USGBC - U.S. Green Building Council; www.usgbc.org.
200. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
201. WA - Wallcoverings Association; www.wallcoverings.org
202. WASTEC - Waste Equipment Technology Association; www.wastec.org.
203. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
204. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
205. WDMA - Window & Door Manufacturers Association; www.wdma.com.
206. WI - Woodwork Institute; www.wicnet.org.
207. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
208. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.

4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
   a. Available from Defense Standardization Program; www.dsp.dla.mil.
   b. Available from General Services Administration; www.gsa.gov.
   c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS – Not applicable.

PART 3 - EXECUTION – Not applicable.

END OF SECTION 014200

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities. Unless specified elsewhere, all costs shall be borne by the Contractor.

B. Temporary Utilities include, but are not limited to, the following:
1. Sewers and drainage.
2. Water service and distribution.
3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
4. Heating and cooling facilities.
5. Ventilation.
6. Electric power service.
7. Lighting.
8. Telephone service.

C. Support facilities include, but are not limited to, the following:
1. Project identification and temporary signs.
2. Waste disposal facilities.
3. Lifts and hoists.
4. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited, to the following.
1. Environmental protection.
2. Storm water control.
3. Tree and plant protection.
4. Pest control.
5. Site enclosure fence - installed and paid for by the Site Work Contractor.
6. Security enclosure and lockup.
7. Barricades, warning signs, and lights,
8. Covered walkways.
9. Temporary enclosures.
10. Fire protection.

E. Related Sections:
1. Division 01, Section 011000, Summary, for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water Service: General Contractor will pay water service use charges for water used by all entities for construction operations.

C. Electric Power Service: General Contractor will pay for and provide connections and extensions of services as required for construction operations.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. Provide equipment suitable for intended use.

C. Self-contained toilet units: single occupant units of chemical, aerated recirculation or combustion type; vented, fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

D. Drinking-water fixtures: drinking-water fountains, containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove temporary facilities until they are no longer needed.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service.
1. Provide adequate capacity at each stage of construction.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

C. Cleanup of Work Areas: Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

D. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
   1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

F. Telephone Service: Provide Superintendent with cellular telephone, and email access.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Locate sanitary facilities and other temporary construction and support facilities for easy access.
   2. Maintain support facilities until near date of Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Parking: Use designated areas of for construction personnel.

C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
   1. Identification Signs: Provide Project identification signs as directed by Architect.
   2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near project site.

B. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform

extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

E. Enclosure Fence: Before construction operations begin furnish and install enclosure fence in a manner that will prevent people and animals from easily entering site except by lockable entrance gates.
   1. Enclose the portion determined sufficient to accommodate construction operations.
   2. Provide 6'-0" high, open mesh chain link fencing with posts set in a compacted mixture of gravel and earth.

F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

H. Temporary Egress: Erect and maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

I. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosure to limit dust and dirt migration and to separate areas from fumes and noise.

J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if

necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700, Closeout Procedures.

END OF SECTION 015000

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Sections:
   1. Section 012500, Substitution Procedures, for requests for substitutions.
   2. Section 014200, References, for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 SUBMITTALS

A. Comparable Product Requests: Submit a separate request for consideration of each proposed substitution; two copies of each request. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. Substitutions must be submitted fifteen days prior to bid date for consideration.
   1. If necessary, Architect will request additional information or documentation for evaluation. Architect will advise Contractor of approval or rejection of proposed comparable product request within seven days of receipt of request.
      a. Form of Approval: As specified in Section 013300, Submittal Procedures.
      b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
   1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
   2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   6. Protect stored products from damage and liquids from freezing.
   7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
3. Roofing Warranties: Written warranties furnished by individual manufacturers of all roofing systems.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to Division 03 through Division 33 Specification Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700, Closeout Procedures.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged, and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected", Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal", or " "approved equal", or "approved", comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that

complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:
   a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
4. Manufacturers:
   a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
   1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.
   4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
   5. Samples, if requested.

PART 3 - EXECUTION - Not Applicable

END OF SECTION 016000

SECTION 017300
EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Coordination of Owner-installed products.
   6. Progress cleaning.
   7. Starting and adjusting.
   8. Protection of installed construction.

B. Related Requirements:
   1. Section 011000, Summary, for use of Project site.
   2. Section 013300, Submittal Procedures, for submitting surveys.
   3. Section 017700, Closeout Procedures, for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

D. Certified Surveys: Submit five copies signed by land surveyor.

E. Final Property Survey: Submit ten copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
   a. Primary operational systems and equipment.
   b. Air or smoke barriers.
   c. Plumbing piping systems.
   d. Mechanical systems piping and ducts.
   e. Control systems.
   f. Communication systems.
   g. Fire-detection and -alarm systems.
   h. Electrical wiring systems.
   i. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Exterior curtain-wall construction.
   d. Sprayed fire-resistive material.
   e. Equipment supports.
   f. Piping, ductwork, vessels, and equipment.
   g. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturers Installation Instructions: Obtain and maintain on-site manufacturers written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   1. Description of the Work.
   2. List of detrimental conditions, including substrates.
   3. List of unacceptable installation tolerances.
   4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100, Project Management and Coordination.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
   1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
   2. Establish limits on use of Project site.
   3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
   4. Inform installers of lines and levels to which they must comply.
   5. Check the location, level, and plumb, of every major element as the Work progresses.
   6. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
   7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect or General Contractor. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and General Contractor before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
   3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor], that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
   1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
   2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey".

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
   4. Maintain minimum headroom clearance of 96" in occupied spaces and 90" in unoccupied spaces.

B. Comply with manufacturers written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates, anchors, and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Repair or remove and replace damaged, defective, or nonconforming Work.
   1. Comply with Section 017700, Closeout Procedures, for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Existing Utility Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting.

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
   b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Provide an even surface of uniform finish, color, texture, and appearance.
   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80^0F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
   a. Use containers intended for holding waste materials of type to be stored.
4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000, Temporary Facilities and Controls.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components.

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturers Field Service: Comply with qualification requirements in Section 014000, Quality Requirements.

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturers written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
2. Project record documents.
3. Operating and maintenance manuals.
4. Final completion procedures.
5. Warranties.
6. Instruction of Owner's personnel.
7. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, on either Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment.
   2. Submit copy of Architect's Substantial Completion inspection list of items to be completed or corrected, i.e. Punch List. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and the responsibility for corresponding elements of the work.
   4. Submit Consent of Surety to Final Payment.
   5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   6. Submit a final liquidated damages settlement statement.
   7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a certificate of final acceptance or advise the Contractor of work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties with date of Substantial Completion and as otherwise indicated in Specifications if prior to Substantial Completion.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8.5" x 11" paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   g. Sweep concrete floors broom clean..
   h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
   i. Remove labels that are not permanent.
   j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
l. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
q. Leave Project clean and ready for occupancy.

END OF SECTION 017700

SECTION 017823

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation manuals for systems, subsystems, and equipment.
   2. Product maintenance manuals.
   3. Systems and equipment maintenance manuals.

B. Related Sections:
   1. Section 013300, Submittal Procedures, for submitting copies of submittals for operation and maintenance manuals.
   2. Divisions 03 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual specification sections. Submit reviewed manual content formatted and organized as required by this Section.
   1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.

B. Format: Submit operations and maintenance manuals in the following format: one paper copy including a complete operation and maintenance directory.

C. Final Manual Submittal: Submit each manual in final form prior to requesting final inspection.

PART 2 - PRODUCTS

2.1 CONTENTS

A. Tables of Contents: Include a table of contents for each operation and maintenance manual.

B. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents.

C. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.
   3. Manual contents.

D. Title Page: Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name and contact information for Contractor.
   6. Name and contact information for Architect.
   7. Name and contact information for Commissioning Agent.

E. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

F. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
   1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8.5" X 11" paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
      a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL" Project title and subject matter of contents.
   2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
   3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
   4. Supplementary Text: Prepared on 8.5" X 11" white bond paper.
   5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.

7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:
1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified, and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to operation and maintenance manuals.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

F. Comply with Section 017700, Closeout Procedures, for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.
   4. Miscellaneous record submittals.

B. Related Sections:
   1. Section 017700, Closeout Procedures, for general closeout procedures.
   2. Section 017823, Operation and Maintenance Data, for operation and maintenance manual requirements.
   3. Divisions 03 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings:
   1. Number of Copies: Submit one set of marked-up record prints.
      a. Final Submittal: Print each Drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one paper copy of each submittal.

D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an acceptable drawing technique.
      c. Record data as soon as possible after obtaining it.
      d. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
   5. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as marked up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data of marked up paper copy of Product Data.
1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals of marked up miscellaneous record submittals.
1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900
DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.

B. Related Sections:
   1. Divisions 03 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Indicate proposed training modules utilizing manufacturer-produced demonstration and equipment and products.

B. Qualification Data: For instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

A. Submit one copy within seven days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project.
      b. Name of Architect.
      c. Name of Construction Manager.
      d. Name of Contractor.
   2. Transcript: Prepared on 8.5 X 11" paper, punched and bound in heavy-duty, three-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. At completion of training, submit complete training manual(s) for Owner's use.

1.5 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01, Section 014000, Quality Requirements, experienced in operation and maintenance procedures and training.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.
2. Documentation: Review the following items in detail:
   a. Operations manuals.
   b. Maintenance manuals.
   c. Project record documents.
   d. Identification systems.
   e. Warranties and bonds.
   f. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.

h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01, Section 017823, Operation and Maintenance Data.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

B. Schedule training with Owner with at least seven days' advance notice.

C. Cleanup: Remove leftover training materials from Project site or give to Owner. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

2024 Annual Concurrency Report (Thad Carroll)

AGENDA ITEM ID

2024055

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

The 2024 Annual Concurrency Report is strictly informational and is provided to the Town Commission in accordance with the requirements of the Land Development Regulations, Chapter 4, Section 2, (d) 4 and Chapter 4, Section 6.

SUMMARY

Concurrency is a finding that the public facilities and services necessary to support a proposed development are available, or will be made available, concurrent with the impacts of the development. No final development order shall be granted for a proposed development until there is a finding that all public facilities and services included in the Concurrency Chapter of the Land Development Regulations have sufficient capacity at or above their adopted level of service to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted level of service will be in place concurrent with the impacts of the development, as defined in the Land Development Regulations, Chapter 4, Section 2, (d) 4.
The Levels of Service (LOS) for the requisite concurrency items include sanitary sewer, solid waste, drainage, and potable water. Concurrency requirements for Transportation, Parks and Recreation, and Schools have been removed, but remain optional for local governments. The Town of Lady Lake has elected to continue the implementation of concurrency for these facilities.
The attached report is presented under the requirements of Chapter 4, Section 2, (d) 4 and Chapter 4, Section 6 of the Land Development Regulations stating that Town staff shall be responsible for annually reporting the status of all public facilities capacities covered under the Concurrency Management System to the Town Commission and the general public. This report is for the period March 1, 2023, through February 29, 2024.

Note: The information regarding the Transportation Management System as provided by the Metropolitan Planning Organization is the latest available table.

PAST ACTIONS

None

FISCAL IMPACT

None.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

None

Backup material for this agenda item includes:

1. 2024 Concurrency Report Supporting
2. Concurrency Supporting

2024 ANNUAL CONCURRENCY REPORT

To: Lady Lake Town Commission

From: Department of Growth Management

Date: April 1, 2024

LAND DEVELOPMENT REGULATIONS CHAPTER 4, SECTION 3:

ADOPTED LEVEL OF SERVICE STANDARDS

The adopted level of service standards for those public facilities for which concurrency is required shall be as established in the Town's Comprehensive Plan and as follows:

A) ROADS/TRAFFIC CIRCULATION

Functional Classification	Level of Service
Principal Arterial	D
Minor Arterial	D
Major Collector	D
Minor Collector	D
Local	D

B) SANITARY SEWER

One hundred gallons per day, per resident.*

C) SOLID WASTE

Four pounds per capita, per day.*

D) STORMWATER DRAINAGE

Compliance with Chapter 40C-42 and Chapter 40C-4, F.A.C. and Chapter 17-25, F.A.C.

E) POTABLE WATER

One hundred gallons per day, per resident for residential land uses.*

Eight hundred fifty gallons per commercial acre for commercial land uses.*

*Adjustments to these estimates may be made based on special information supplied by the applicant.

F) RECREATION FACILITIES

Four acres per 1,000 residents.

G) SCHOOLS

The interlocal agreement states that, “The Level of Service (LOS) standard to be used by the County and the School Board to implement school concurrency shall be as follows:

(1) Elementary:

100% of permanent Florida Inventory of School (FISH) capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

(2) Middle:

100% of permanent FISH capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

(3) High:

100% of permanent FISH capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

LEVEL OF SERVICE SUMMARY

TRANSPORTATION

Most roadway segments within the Town of Lady Lake are operating at a Level of Service “C” as analyzed by the peak hour directional volumes; thirteen roadway segments are operating at an LOS C. One roadway segment is operating at a Level of Service D, the segment of Rolling Acres Road from Highway 27/441 to Oak Street. Three roadway segments are operating at a Level of Service B.

Town staff have been coordinating with developers and Lake County Public Works to prioritize future improvements to Rolling Acres Road. The following descriptions regarding

LOS have been provided below (see attached segment analysis based on the Lake-Sumter MPO Concurrency Management Database — 2023).

- **Level of Service A**: Highest LOS which describes primarily free-flow traffic operations at average travel speeds. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Stopped delay at intersections is minimal.
- **Level of Service B**: Represents reasonably unimpeded traffic flow operations at average travel speeds. The ability to maneuver within the traffic stream is only slightly restricted and stopped delays are not bothersome. Drivers are not generally subjected to appreciable tensions.
- **Level of Service C**: Represents stable traffic flow operations. However, the ability to maneuver and change lanes may be more restricted than in LOS B, and longer queues and/or adverse signal coordination may contribute to lower average travel speeds. Motorists will experience appreciable tension while driving.
- **Level of Service D**: Borders on a range in which small increases in traffic flow may cause substantial increase in approach delay and, hence, decrease in speed. This may be due to adverse signal progression, inappropriate signal timing, high volumes, or some combination of these.
- **Level of Service E**: Represents traffic flow characterized by significant delays and lower operating speeds. Such operations are caused by some combination of adverse progression, high signal density, extensive queuing at critical intersections, and inappropriate signal timing. For planning purposes, this LOS equals lane capacity.
- **Level of Service F**: Represents traffic flow characterized by extremely low speeds. Intersection congestion is likely at critical signalized locations, resulting in high approach delays. Adverse signal progression is frequently a contributor to this condition.

SANITARY SEWER/REUSE

The adopted LOS is 100 gallons per day, per resident. The Town has 250,000 gallons per day of "reserved" wastewater treatment capacity at Villages Center Community Development District (VCCDD). The Town also operates a one million gallons per day wastewater treatment plant (permitted capacity) which provides wastewater treatment capacity in addition to the reserve capacity with the VCCDD. The average daily "flow" produced by the Town was approximately 552,000 gallons per day during the last year (Source: Town of Lady Lake Public Works — March 14, 2024). The average daily flow of Reuse was 305,000 gallons per day.

SOLID WASTE

The adopted LOS is 4.0 pounds per capita, per day. The Town of Lady Lake contracts with Waste Management, Inc. for collection and disposal of solid waste. Refuse is presently taken to the Lake County Incinerator which has more than sufficient capacity for solid waste generated by Lady Lake.

POTABLE WATER

The adopted LOS is 100 gallons per day (gpd), per resident, and 850 gallons per commercial acre. The Town has a capacity of 2.3580 million gallons a day for the three municipal wells. Individual permitting by Department of Environmental Protect is as follows: Well #1 — 1,038,000 gallons per day, Well #2 — 240,000 gallons per day, and Well #3 — 1,080,000 gallons per day. The amount permitted by SJRWMD is 1.188 million gallons per day. The average daily demand during the period of March 1, 2023 through February 29, 2024 was 860,329 gallons per day (Source: Town of Lady Lake Public Works — March 11, 2024). Therefore, last year, the Town utilized 72.41 % of total capacity allotted by the Consumptive Use Permit (CUP) (1,188,000 gpd allowed by CUP).

RECREATION

The 2030 Comprehensive Plan identifies three types of parks in the Lady Lake recreational system: special use facilities; community parks; and, regional parks (Objective REC 1-2). The Parks, Recreation and Open Space Element provides for a comprehensive system of public and private sites for recreation. The Town provides community and special use facilities, totaling 64.87 acres of parks and recreation land. There are also 420.67 acres of privately-owned recreational sites inside the Town limits.

Between public and private recreation, there are 485.54 acres of land in Lady Lake identified as recreational. Policy Rec. 1-1.4 requires that new development provide recreational space, or money in lieu of sites, for the four acres per 1,000 residents; the application of this policy has been successful in providing recreational sites within private residential developments. There is no shortfall of recreational acreage or facilities based on the combination of public and private recreation. The ratio of park space required by the Town is presently 62.6 acres (16,224/1000 = 16.224) 16.224 multiplied by the four acres per 1,000 residents requirement yields 64.896 acres. As indicated above, the Town has 485.54 acres of park space.

DRAINAGE

All developments must comply with St. Johns River Water Management District (SJRWMD) permitting procedures. At the time of site plan submission, compliance must be demonstrated with applicable SJRWMD criteria. The Town of Lady Lake has also formally adopted Impervious Surface Coverage Ratios (ISR) for individual properties. At the time of permit application, the ISR ratios are reviewed for compliance with the adopted code.

The Town's facilities are concurrent with the impacts of development and there are no existing deficiencies that will affect the approval of development orders.

SCHOOLS

The Villages Elementary is currently operating under its core student capacity, meeting concurrency standards. Both Carver Middle School and Leesburg High School that serve Lady Lake's students have enough capacity to absorb more students at this time. (Source: 2023-2024 Lake County Schools Student Enrollment as of October 6, 2023)

School Name	**Student Enrollment**	**Core Capacity**	**Current % Core Utilized**
Villages Elementary	764	904	85%
Carver Middle	725	1,129	64%
Leesburg High	1,783	1,982	90%

AVERAGE MONTHLY WATER FLOW 2019-2024

G:\Public-Works\Private\Water Flow Reports\Water Flow Report 2018-2024\[Average Monthly Water Flow 02-24.xlsx]Sheet2

Month/yr.		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL AVE.
2019	Well #1	437,806	476,179	500,742	389,267	408,516	308,367	193,613	187,323	189,233	195,129	191,200	194,419	305,983
	Well #2	73,387	68,500	73,581	148,567	147,839	164,967	178,290	145,032	146,667	153,742	148,367	128,032	131,414
	Well #3	196,935	192,929	206,032	193,933	214,710	245,833	372,516	356,613	378,600	381,581	378,933	394,935	292,796
Total	Gal/Day	**708,128**	**737,608**	**780,355**	**731,767**	**771,065**	**719,167**	**744,419**	**688,968**	**714,500**	**730,452**	**718,500**	**717,386**	**730,193**
	CUP	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000
*Difference		*479,872*	*450,392*	*407,645*	*456,233*	*416,935*	*468,833*	*443,581*	*499,032*	*473,500*	*457,548*	*469,500*	*470,614*	*457,807*
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**TOTAL AVE.**
2020	Well #1	195,161	198,552	204,935	228,067	200,645	209,100	242,290	225,645	192,767	210,194	189,533	194,000	207,574
	Well #2	125,226	123,483	132,258	145,367	147,355	131,800	125,581	131,710	133,633	97,000	97,133	87,968	123,210
	Well#3	398,226	390,000	469,032	417,200	436,742	413,133	358,645	342,000	380,800	411,290	439,133	444,419	408,385
Total	Gal/Day	**718,613**	**712,035**	**806,225**	**790,634**	**784,742**	**754,033**	**726,516**	**699,355**	**707,200**	**718,484**	**725,799**	**726,387**	**739,169**
	CUP	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000
*Difference		*469,387*	*475,965*	*381,775*	*397,366*	*403,258*	*433,967*	*461,484*	*488,645*	*480,800*	*469,516*	*462,201*	*461,613*	*448,831*
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**TOTAL AVE.**
2021	Well #1	212,548	259,929	211,935	289,533	196,903	201,733	217,323	230,226	219,700	228,806	253,533	253,065	231,270
	Well #2	94,677	137,214	133,226	137,567	113,806	119,200	118,613	122,710	128,200	144,903	141,000	135,871	127,249
	Well #3	478,935	402,179	506,548	412,133	524,935	477,733	453,032	430,097	444,300	497,290	438,267	443,000	459,037
Total	Gal/Day	**786,160**	**799,322**	**851,709**	**839,233**	**835,644**	**798,666**	**788,968**	**783,033**	**792,200**	**870,999**	**832,800**	**831,936**	**817,556**
	CUP	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000
*Difference		*401,840*	*388,678*	*336,291*	*348,767*	*352,356*	*389,334*	*399,032*	*404,967*	*395,800*	*317,001*	*355,200*	*356,064*	*370,444*
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**TOTAL AVE.**
2022	Well #1	291,968	244,929	252,968	250,967	316,581	271,833	246,258	253,677	226,800	240,613	245,833	214,032	254,705
	Well #2	135,258	119,893	126,968	135,367	131,806	147,733	120,097	131,387	118,467	122,484	111,000	120,871	126,778
	Well #3	432,161	510,143	450,742	506,267	468,097	453,400	436,129	449,258	416,867	479,000	465,333	505,161	464,380
Total	Gal/Day	**859,387**	**874,965**	**830,678**	**892,601**	**916,484**	**872,966**	**802,484**	**834,322**	**762,134**	**842,097**	**822,166**	**840,064**	**845,862**
	CUP	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000
*Difference		*328,613*	*313,035*	*357,322*	*295,399*	*271,516*	*315,034*	*385,516*	*353,678*	*425,866*	*345,903*	*365,834*	*347,936*	*342,138*
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**TOTAL AVE.**
2023	Well #1	213,968	260,714	279,161	292,667	274,484	248,400	235,097	253,194	268,167	251,903	260,767	236,065	256,216
	Well #2	114,903	143,393	156,645	153,500	151,452	144,767	134,000	126,097	124,500	130,226	138,633	132,581	137,558
	Well #3	495,903	466,286	478,968	479,300	431,935	442,100	419,226	468,097	465,433	466,323	463,400	456,419	461,116
Total	Gal/Day	824,774	870,393	914,774	925,467	857,871	835,267	788,323	847,388	858,100	848,452	862,800	825,065	**854,890**
	CUP	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000
*Difference		*-363,226*	*-317,607*	*-273,226*	*-262,533*	*-330,129*	*-352,733*	*-399,677*	*-340,612*	*-329,900*	*-339,548*	*-325,200*	*-362,935*	*-333,111*
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**TOTAL AVE.**
2024	Well #1	269,097	265,724											267,411
	Well #2	141,323	143,103											142,213
	Well #3	453,613	487,586											470,600
Total	Gal/Day	864,033	896,413	0	0	0	0	0	0	0	0	0	0	**880,223**
	CUP	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**	**1,188,000**
*Difference		*-323,967*	*-291,587*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-1,188,000*	*-307,777*

2011 CUP = 1,224,000 gallons per day, average

2012-2026 CUP = 1,188,000 gallons per day, avg.

** **CUP** stands for Consumptive Use Permit, the average gallons per day allocated by SJRWMD under the Town's CUP*

** **Difference** stands for the difference from the Town's CUP minus the actual average gallons per day*

2018-2024 Monthly Water Flow
Gallons Flowed Per Month

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		Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Month	Gallons/Year
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YR. TOTAL**
2018	Well #1	5,349,000	4,617,000	5,079,000	5,349,000	4,846,000	5,407,000	5,588,000	5,419,000	5,076,000	5,266,000	5,415,000	9,473,000	66,884,000
	Well #2	2,023,000	1,687,000	1,869,000	1,633,000	2,460,000	1,740,000	1,952,000	1,905,000	1,806,000	1,823,000	1,880,000	1,989,000	22,767,000
	Well #3	14,365,000	13,683,000	15,612,000	13,816,000	13,343,000	12,597,000	12,883,000	13,813,000	14,236,000	16,236,000	14,019,000	9,246,000	163,849,000
	Total	21,737,000	19,987,000	22,560,000	20,798,000	20,649,000	19,744,000	20,423,000	21,137,000	21,118,000	23,325,000	21,314,000	20,708,000	253,500,000
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YR. TOTAL**
2019	Well #1	13,572,000	13,333,000	15,523,000	11,678,000	12,664,000	9,251,000	6,002,000	5,807,000	5,677,000	6,049,000	5,736,000	6,027,000	111,319,000
	Well #2	2,275,000	1,918,000	2,281,000	4,457,000	4,583,000	4,949,000	5,527,000	4,496,000	4,400,000	4,766,000	4,451,000	3,969,000	48,072,000
	Well #3	6,105,000	5,402,000	6,387,000	5,818,000	6,656,000	7,375,000	11,548,000	11,055,000	11,358,000	11,829,000	11,368,000	12,243,000	107,144,000
	Total	21,952,000	20,653,000	24,191,000	21,953,000	23,903,000	21,575,000	23,077,000	21,358,000	21,435,000	22,644,000	21,555,000	22,239,000	266,535,000
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YR. TOTAL**
2020	Well #1	6,050,000	5,758,000	6,353,000	6,842,000	6,220,000	6,273,000	7,511,000	6,995,000	5,783,000	6,516,000	5,686,000	6,014,000	76,001,000
	Well #2	3,882,000	3,581,000	4,100,000	4,361,000	4,568,000	3,954,000	3,893,000	4,083,000	4,009,000	3,007,000	2,914,000	2,727,000	45,079,000
	Well #3	12,345,000	11,310,000	14,540,000	12,516,000	13,539,000	12,394,000	11,118,000	10,602,000	11,424,000	12,750,000	13,174,000	13,777,000	149,489,000
	Total	22,277,000	20,649,000	24,993,000	23,719,000	24,327,000	22,621,000	22,522,000	21,680,000	21,216,000	22,273,000	21,774,000	22,518,000	270,569,000
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YR. TOTAL**
2021	Well #1	6,589,000	7,278,000	6,570,000	8,666,000	6,104,000	6,052,000	6,737,000	6,591,000	6,591,000	7,093,000	7,606,000	7,845,000	83,742,000
	Well #2	2,935,000	3,842,000	4,130,000	4,127,000	3,528,000	3,576,000	3,677,000	3,846,000	3,846,000	4,492,000	4,230,000	4,212,000	46,441,000
	Well #3	14,847,000	11,261,000	15,703,000	12,364,000	16,273,000	14,332,000	14,044,000	13,329,000	13,329,000	15,416,000	13,148,000	13,733,000	167,779,000
	Total	24,371,000	22,381,000	26,403,000	25,177,000	25,905,000	23,960,000	24,458,000	23,766,000	23,766,000	27,001,000	24,984,000	25,790,000	297,962,000
Month/yr.		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YR. TOTAL**
2022	Well #1	9,051,000	6,858,000	7,842,000	7,529,000	9,814,000	8,155,000	7,634,000	7,864,000	6,804,000	7,459,000	7,375,000	6,635,000	93,020,000
	Well #2	4,193,000	3,357,000	3,936,000	4,061,000	4,086,000	4,432,000	3,723,000	4,073,000	3,554,000	3,797,000	3,330,000	3,747,000	46,289,000
	Well #3	13,397,000	14,284,000	13,973,000	15,188,000	14,511,000	13,602,000	13,520,000	13,927,000	12,506,000	14,849,000	13,966,000	15,660,000	169,383,000
	Total	26,641,000	24,499,000	25,751,000	26,778,000	28,411,000	26,189,000	24,877,000	25,864,000	22,864,000	26,105,000	24,671,000	26,042,000	308,692,000
Monthly/yr		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YR. TOTAL**
2023	Well #1	6,633,000	7,300,000	8,654,000	8,780,000	8,509,000	7,452,000	7,288,000	7,849,000	8,045,000	7,809,000	7,823,000	7,318,000	93,460,000
	Well #2	3,562,000	4,015,000	4,856,000	4,605,000	4,695,000	4,343,000	4,154,000	3,909,000	3,735,000	4,037,000	4,159,000	4,110,000	50,180,000
	Well #3	15,373,000	13,056,000	14,848,000	14,379,000	13,390,000	13,263,000	12,996,000	14,511,000	13,963,000	14,456,000	13,902,000	14,149,000	168,286,000
	Total	25,568,000	24,371,000	28,358,000	27,764,000	26,594,000	25,058,000	24,438,000	26,269,000	25,743,000	26,302,000	25,884,000	25,577,000	311,926,000
Monthly/yr		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YR. TOTAL**
2024	Well #1	8,342,000	7,706,000											16,048,000
	Well #2	4,381,000	4,150,000											8,531,000
	Well #3	14,062,000	14,140,000											28,202,000
	Total	26,785,000	25,996,000	0	0	0	0	0	0	0	0	0	0	52,781,000

40th Day vs 1st Day

LAKE COUNTY SCHOOLS, FLORIDA

October 6, 20

Elementary Schools	ESE PK	KG	1	2	3	4	5	Sub-Total	PK Regular	Total PK					2023-2024 10-6-2023 40th Day	2023-2024 08-10-2023 1st Day	±	2023-2024 Traditional School Projected (Consultant)
Astatula Elem	12	95	88	114	114	98	99	620	17	29					637	604	33	667
Aurelia Cole Academy (open 2023-24)	24	151	114	149	156	131	138	863	46	70					909	767	142	607
Beverly Shores Elem	1	107	102	91	112	69	107	589	35	36					624	533	91	622
Cypress Ridge Elem	10	90	106	89	96	87	88	566	15	25					581	564	17	604
Eustis Elem	9	71	55	55	53	63	66	372	17	26					389	341	48	337
Eustis Heights Elem	13	92	117	106	121	119	112	680	19	32					699	633	66	681
Fruitland Park Elem	1	112	100	103	138	110	110	674	27	28					701	649	52	740
Grassy Lake Elem	30	213	187	218	213	215	224	1,300	38	68					1,338	1,271	67	1,282
Groveland Elem	20	100	96	114	128	107	137	702	35	55					737	601	136	759
Lake Ponte Academy	15	101	106	82	117	102	128	651	33	48					684	590	94	717
Leesburg Elem	3	131	129	133	167	131	148	842	36	39					878	715	163	844
Lost Lake Elem	26	117	143	161	204	191	189	1,031	32	58					1,063	1,009	54	1,158
Pine Ridge Elem	13	107	94	132	111	114	136	707	34	47					741	700	41	786
Rimes Early Learning Center	53	60	43	34				190	59	112					249	209	40	255
Sawgrass Bay Elem	24	107	113	119	127	120	134	744	35	59					779	700	79	760
Seminole Springs Elem	2	68	82	74	89	90	78	483	16	18					499	456	43	486
Sorrento Elem	24	133	112	134	135	126	156	820	50	74					870	807	63	859
Tavares Elem	11	105	114	143	148	159	141	821	16	27					837	819	18	901
Treadway Elem	12	121	136	139	164	106	155	833	56	68					889	826	63	880
Triangle Elem	22	109	104	92	132	133	102	694	33	55					727	637	90	781
Umatilla Elem	14	118	104	109	80	113	110	648	28	42					676	646	30	667
Villages Elem	2	116	127	134	111	119	121	730	34	36					764	689	75	784
Sub-Total	341	2,424	2,372	2,525	2716	2,803	2,679	15,560	711	1,052					16,271	14,766	1,505	16,177
Lake Hills	5	4	8	6	5	19	3	53	0	5					53	46	7	62
Total Elementary Schools	**346**	**2,428**	**2,380**	**2,531**	**2721**	**2,822**	**2,685**	**15,613**	**711**	**1,057**					**16,324**	**14,812**	**1,512**	**16,239**

Elementary Schools District Conversion Charter	ESE PK	KG	1	2	3	4	5	Sub-Total	PK Regular	Total PK					2023-2024 10-6-2023 40th Day	2023-2024 08-10-2023 1st Day	±	2023-2024 Traditional School Projected (Consultant)
Mascotte Charter	2	130	156	144	135	126	117	810	38	40					848	830	18	878
Minneola Charter	0	183	160	181	172	190	207	1093	60	60					1,153	1,045	108	1,142
Round Lake Charter	3	155	154	151	154	142	155	914	19	22					933	897	36	943
Spring Creek Charter	0	72	81	72	85	60	83	453	38	38					491	486	5	515
Total ES District Conversion Charter	5	540	551	548	546	518	562	3270	155	160					3,425	3,258	167	3,478
Total All Elementary Schools	**351**	**2,968**	**2,931**	**3,079**	**3,267**	**3,040**	**3,247**	**18,883**	**866**	**1,217**					**19,749**	**18,070**	**1,679**	**19,717**

Middle Schools								6	7	8					2023-2024 10-6-2023 40th Day	2023-2024 08-10-2023 1st Day	±	2023-2024 Traditional School Projected (Consultant)
Aurelia Cole Academy (open 2023-24)								170	165	95					430	385	45	170
Carver Middle								255	247	223					725	722	3	848
Cecil E. Gray Middle								320	360	387					1,067	963	104	1,121
East Ridge Middle								332	357	406					1,095	1,048	47	1,119
Eustis Middle								269	263	270					802	762	40	808
Lake Ponte Academy								128	132	118					378	331	47	377
Mount Dora Middle								272	275	245					792	697	95	835
Oak Park Middle								162	231	168					561	412	149	577
Tavares Middle								303	349	345					997	925	72	1,070
Umatilla Middle								193	207	209					609	561	48	595
Windy Hill Middle								358	350	383					1,091	1,007	84	1,190
Sub Total								2,762	2,936	2,849					8,547	7,813	734	8,710
Lake Hills								11	19	13					43	37	6	40
Total Middle Schools								2,773	2,955	2,862					8,590	7,850	740	8,750
Minneola Charter - 6 -8 Gr (District Conversion Charter)								205	196	179					580	559	21	591
Round Lake Charter - 6-8 Gr (District Conversion Charter)								87	80	84					251	243	8	249
Spring Creek Charter - 6-8 Gr (District Conversion Charter)								47	40	40					127	128	-1	121
Total All Middle Schools								**3,112**	**3,271**	**3,165**					**9,548**	**8,780**	**768**	**9,711**

High Schools											9	10	11	12	2023-2024 10-6-2023 40th Day	2023-2024 08-10-2023 1st Day	±	2023-2024 Traditional School Projected (Consultant)
East Ridge High											692	727	714	631	2,764	2,423	341	2,711
Eustis High											344	379	306	374	1,403	1,127	276	1,382
Lake Minneola High											560	589	601	529	2,279	1,961	318	2,210
Leesburg High											500	471	478	334	1,783	1,606	177	1,687
Mount Dora High											406	376	342	287	1,411	1,397	14	1,404
South Lake High											594	623	584	396	2,197	1,842	355	2,283
Tavares High											364	386	358	393	1,501	1,500	1	1,553
Umatilla High											227	263	227	196	913	851	62	885
Sub Total											3,687	3,814	3,610	3,140	14,251	12,707	1,544	14,115
Lake Hills											13	10	17	54	94	80	14	98
Total All High Schools											**3,700**	**3,824**	**3,627**	**3,194**	**14,345**	**12,787**	**1,558**	**14,213**
Total All Schools															**43,642**	**39,637**	**4,005**	**43,641**

Other Programs	PK	KG	1	2	3	4	5	6	7	8	9	10	11	12	2023-2024 10-6-2023 40th Day	2023-2024 08-10-2023 1st Day	±
ACER													1	3	4	3	1
Exceptional Student Education (ESE) Homebound	19					1		2		1				1	24	22	2
Lake Hills Academy- North-Howey	0	0	2	5	2	5	2	5	1	1					23	17	6
Lake Hills Academy- South - Mascotte								3	5	5	6	5	5	7	36	28	8
Lake County Virtual Franchise (7001)				1			1								2	6	-4
Lake County Virtual School (7004)		4	8	7	22	17	15	21	25	30	28	32	47	48	305	307	-2
Lake Success Academy Middle/High								2	2	7	6	6	2	6	31	11	20
Lake Success Academy Elementary					2	1									3	2	1
Total Other Programs	**19**	**4**	**10**	**13**	**26**	**24**	**19**	**33**	**33**	**44**	**40**	**44**	**57**	**62**	**428**	**396**	**32**

Regular Charter Schools (Non Conversion)	PK	KG	1	2	3	4	5	6	7	8	9	10	11	12	2023-2024 10-6-2023 40th Day	2023-2024 08-10-2023 1st Day	±
Alee Academy Charter											20	42	46	60	168	71	97
Altoona Charter Elem		40	46	49	39	43	45								262	257	5
Imagine Schools @ South Lake K-5		128	114	127	130	121	120								740	719	21
Imagine Schools @ South Lake 6-8								117	98	106					321	318	3
Pinecrest Tavares K-8		139	114	129	106	100	85	100	91	59					923	890	33
Pinecrest Four Corners K-8		64	80	74	59	65	45	48	40	37					512	447	65
Pinecrest Lakes Academy K-8		123	191	143	121	124	104	80	93	75					1,054	1,105	-51
Pinecrest Lakes Middle/High											68	66	78	56	268	291	-23
Total Regular Charter School (Non Conversion)	**0**	**494**	**545**	**522**	**455**	**453**	**399**	**345**	**322**	**277**	**88**	**108**	**124**	**116**	**4,248**	**4,098**	**150**

2023-2024 40th Day of School Count -- Student Enrollment -- As of October 6, 2023

Lake County Schools	PK	KG	1	2	3	4	5	6	7	8	9	10	11	12	2021-2024 10-6-2023 40th Day	2023-2024 08-10-2023 1st Day	±
Student Enrollment	**1,236**	**3,466**	**3,486**	**3,614**	**3,748**	**3,517**	**3,665**	**3,490**	**3,626**	**3,486**	**3,828**	**3,976**	**3,808**	**3,372**	**48,318**	**44,131**	**4,187**

Enrollment Includes PK ESE; PK Regular Non ESE; Charter Schools and Virtual School Programs

SPEED LIMIT	SEGMENT LENGTH (MI)	ROAD NAME	FROM	TO	LANES (2023)	LANES (2028)	ADOPTED LOS STANDARD	DAILY SERVICE VOLUME	2023 AADT	2023 DAILY V/C	2023 DAILY LOS	PEAK HOUR DIRECTIONAL SERVICE VOLUME	2023 PEAK HOUR NB/EB VOLUME	2023 PEAK HOUR SB/WB VOLUME	2023 PEAK HOUR V/C	2023 PEAK HOUR LOS	GROWTH RATE
25	0.63	ARLINGTON AVENUE	W LADY LAKE BOULEVARD	SOUTH TERMINI	2	2	D	16128	1738	0.11	C	799	80	111	0.14	C	1.0%
35	1.27	C.R. 25	GRIFFIN AVENUE	US 27 / US 441	2	2	D	20507	6212	0.3	C	1011	288	298	0.29	C	1.0%
45	0.88	C.R. 466	ROLLING ACRES ROAD	US 27	4	4	D	33570	15208	0.45	C	1665	648	578	0.39	C	1.0%
25	2.45	C.R. 466 / LAKE GRIFFIN ROAD	US 27/ US 441	GRAYS AIRPORT ROAD	2	2	D	14000	3062	0.22	B	730	154	99	0.22	B	1.3%
25	0.96	E LADY LAKE BOULEVARD	US 27/US441	BERCHFIELD ROAD	2	2	D	14000	506	0.04	B	730	30	17	0.04	B	1.0%
35	0.85	GRIFFIN AVENUE	US 27 / US 411	CR 25	2	2	D	19530	10862	0.56	C	963	599	378	0.52	C	3.8%
35	1.19	GRIFFIN AVENUE	CR 25	UNCLE DONALDS LANE	2	2	D	16128	3487	0.22	C	799	173	124	0.22	C	6.0%
45	1.85	GRIFFIN VIEW DRIVE	US 27	GRAYS AIRPORT ROAD	2	2	D	14000	3800	0.27	B	730	201	134	0.28	B	1.0%
25	0.42	McLENDON STREET	CLAY AVENUE	US 27/US441	2	2	D	16128	1467	0.09	C	799	61	46	0.08	C	1.3%
35	0.78	ROLLING ACRES ROAD	US 27 / US 441	OAK STREET	2	2	D	20507	15788	0.77	D	1011	575	728	0.72	D	1.0%
35	0.5	ROLLING ACRES ROAD	OAK STREET	CR 466	2	2	D	20160	13761	0.68	C	999	697	445	0.7	C	1.0%
25	0.5	SHAY BOULEVARD	TARRSON BOULEVARD	GRIFFIN AVENUE	2	2	D	16128	2626	0.16	C	799	117	108	0.15	C	1.0%
45	1.11	US 27/US441	SUMTER COUNTY LINE	GRIFFIN AVENUE	6	6	D	54100	30211	0.56	C	2680	1138	1138	0.44	C	1.5%
45	1.12	US 27/US441	GRIFFIN AVENUE	ALT US 441 / ALT US 27	4	6	D	38430	30200	0.79	C	1901	1219	1304	0.69	C	1.0%
40	0.79	US 27/US441	ALT US 441 / ALT US 27	CR 466	4	6	D	38430	30200	0.79	C	1901	1219	1304	0.69	C	1.0%
55	2.27	US 27/US441	CR 466	LAKE ELLA ROAD	4	6	D	38430	29480	0.77	C	1901	1446	1207	0.76	C	1.0%
25	0.45	W LADY LAKE BOULEVARD	WEST TERMINI	US 27/US441	2	2	D	16128	1454	0.09	C	799	66	39	0.08	C	1.3%

SPEED LIMIT	SEGMENT LENGTH (MI)	ROAD NAME	FROM	TO	LANES (2023)	LANES (2028)	ADOPTED LOS STANDARD	GROWTH RATE	DAILY SERVICE VOLUME (2028)	2028 AADT	2028 DAILY V/C	2028 DAILY LOS	PEAK HOUR DIRECTIONAL SERVICE VOLUME (2028)	2028 PEAK HOUR NB/EB VOLUME	2028 PEAK HOUR SB/WB VOLUME	2028 PEAK HOUR V/C	2028 PEAK HOUR LOS
25	0.63	ARLINGTON AVENUE	W LADY LAKE BOULEVARD	SOUTH TERMINI	2	2	D	1.0%	16128	1827	0.11	C	799	84	117	0.15	C
35	1.27	C.R. 25	GRIFFIN AVENUE	US 27 / US 441	2	2	D	1.0%	20506.5	6529	0.32	C	1011	302	313	0.31	C
45	0.88	C.R. 466	ROLLING ACRES ROAD	US 27	4	4	D	1.0%	33570	15984	0.48	C	1655	681	608	0.41	C
25	2.45	C.R. 466 / LAKE GRIFFIN ROAD	US 27/ US 441	GRAYS AIRPORT ROAD	2	2	D	1.3%	14000	3258	0.23	B	730	174	105	0.24	B
25	0.96	E LADY LAKE BOULEVARD	US 27/US441	BERCHFIELD ROAD	2	2	D	1.0%	14000	532	0.04	B	730	32	18	0.04	B
35	0.85	GRIFFIN AVENUE	US 27 / US 411	CR 25	2	2	D	3.8%	19530	13057	0.67	C	963	720	454	0.75	D
35	1.19	GRIFFIN AVENUE	CR 25	UNCLE DONALDS LANE	2	2	D	6.0%	16128	4666	0.29	C	799	231	166	0.29	C
45	1.85	GRIFFIN VIEW DRIVE	US 27	GRAYS AIRPORT ROAD	2	2	D	1.0%	14000	3994	0.29	B	730	211	141	0.29	B
25	0.42	McLENDON STREET	CLAY AVENUE	US 27/US441	2	2	D	1.3%	16128	1561	0.1	C	799	65	49	0.08	C
35	0.78	ROLLING ACRES ROAD	US 27 / US 441	OAK STREET	2	2	D	1.0%	20506.5	16593	0.81	D	1011	605	755	0.76	D
35	0.5	ROLLING ACRES ROAD	OAK STREET	CR 466	2	2	D	1.0%	20160	14463	0.72	C	999	733	457	0.73	C
25	0.5	SHAY BOULEVARD	TARRSON BOULEVARD	GRIFFIN AVENUE	2	2	D	1.0%	16128	2760	0.17	C	799	123	113	0.15	C
45	1.11	US 27/US441	SUMTER COUNTY LINE	GRIFFIN AVENUE	6	6	D	1.5%	54100	32546	0.6	C	2680	1280	1226	0.48	C
45	1.12	US 27/US441	GRIFFIN AVENUE	ALT US 441 / ALT US 27	4	6	D	1.0%	56805	31741	0.56	C	2814	1281	1371	0.49	C
40	0.79	US 27/US441	ALT US 441 / ALT US 27	CR 466	4	6	D	1.0%	56805	31741	0.56	C	2814	1281	1371	0.49	C
55	2.27	US 27/US441	CR 466	LAKE ELLA ROAD	4	6	D	1.0%	56805	30984	0.55	C	2814	1520	1269	0.54	C
25	0.45	W LADY LAKE BOULEVARD	WEST TERMINI	US 27/US441	2	2	D	1.3%	16128	1547	0.1	C	799	70	41	0.09	C

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval to Invest in the Play Structure Voted on by the Children in Lady Lake and The Villages Elementary of Lady Lake for Pyramid Park (Mike Burske)

AGENDA ITEM ID

2024042

DEPARTMENT

Parks & Recreation

SUMMARY

STAFF RECOMMENDED MOTIONS

Approval to Invest in the Play Structure Voted on by the Children in Lady Lake and The Villages Elementary of Lady Lake for Pyramid Park

SUMMARY

As directed by the Lady Lake Commission, I worked with The Villages Elementary of Lady Lake and with our communications Department to take a consensus vote of what play structure the children wanted to see at Pyramid Park Playground. We had two designs that would fit the area. Design One won by a huge margin.

FISCAL IMPACT

$273,542.27

SOURCE OF FUNDING

Parks and Recreation Impact Fees with a balance of $1,397,749.39 as of 03/11/24

FUNDING ACCOUNT

Parks and Recreation Impact Fees

Backup material for this agenda item includes:

1. Pyramid Park Supporting

QUOTE

QUOTE #	TLRQ5459-01
PROJECT NAME	Pyramid Park

Top Line RECREATION

Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

Bill to:
Mike Burske
City of Lady Lake Parks and Recreation
409 Fennell Blvd
Lady Lake, FL 32159
352-430-0451
mburske@ladylake.org

Ship to:
Mike Burske
City of Lady Lake Parks and Recreation
Pyramid Park
605 W Hermosa Street
Lady Lake, FL 32159
352-430-0451

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Dominic Conrad	Net 30	Jan 24, 2024	Feb 24, 2024

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Pyramid Park Option #2		
		School Board Volusia County MTS-906bc		
1	134-179004-1	Burke Pyramid Park - Lady Lake • Project Number: 134-179004-1 • User Capacity: 167 • Age Groups: 5 to 12 • Dimensions: 50' 4"x81' 3"	$241,116.00	$241,116.00
		5.0% Discount per SBVC		-$12,055.80
1	SPECPRICE	Burke Special Pricing Discount	-$45,215.20	-$45,215.20
1	ENG1DM	FL Engineer Sealed Drawings & Calculations	$1,156.25	$1,156.25
1	FREIGHT	Truckload charges to Lady Lake, FL 32159	$7,317.07	$7,317.07
1	INSTALL	Buildworx Installation of Burke #134-179004-1	$84,407.75	$84,407.75
		5.0% Discount per SBVC		-$4,220.39
1	PERMIT	Lake County Permit Submittal Service (This does not include the Actual Cost of the permit) *Actual jurisdictional receipts will be billed at cost.	$1,036.59	$1,036.59
		CLARIFICATIONS: **This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise. *If Installer Runs into Rock or Roots During Installation Additional Charges May Occur.**		

SUBTOTAL	$273,542.27
TAX RATE	0.0700
SALES TAX	$12,869.15
TOTAL	$286,411.42

Please contact me if I can be of further assistance.
DOMINIC CONRAD 386-507-1029

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

Client:

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Installation Terms:
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
-Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

Building permits
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No._____

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

Pyramid Park - Lady Lake

605 W Hermosa St | Lady Lake, FL 32159





Top Line Recreation, Inc.

2922 Howland Blvd | Deltona, FL 32725 | 800-921-4509

January 23, 2024

Mike Burske
City of Lady Lake Parks & Recreation
409 Fennell Blvd
Lady Lake, FL 32159
Phone: 3524300451

Dear Mike Burske:

Top Line Recreation, Inc. is delighted to provide City of Lady Lake Parks & Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Top Line Recreation, Inc. is confident that this proposal will satisfy City of Lady Lake Parks & Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Lady Lake Parks & Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Dominic Conrad
Sales Representative

Top Line Recreation, Inc.
2922 Howland Blvd,
Suite 4

Deltona, FL 32725
www.toplinerec.com
www.bciburke.com

Phone: 800-921-4509
Fax: -
dominic@toplinerec.com

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or **visit bciburke.com/rep**. Our passion is bringing play to communities like yours and we can't wait to help you get started!

equalis GROUP

GSA Contract Holder

GOVMVMT

OMNIA PARTNERS

Sourcewell Awarded Contract Contract # 010521-BUR







BCIBURKE.COM Burke 800.266.1250

DESIGN SUMMARY

Top Line Recreation, Inc. is very pleased to present this Proposal for consideration for the Pyramid Park - Lady Lake located in Lady Lake. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Lady Lake Parks & Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Pyramid Park - Lady Lake
- Project Number: 134-179004-1
- User Capacity: 167
- Age Groups: 5 to 12
- Dimensions: 50' 4"x81' 3"
- Designer Name: Leah Kirssin

Top Line Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Pyramid Park - Lady Lake playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 134-179004-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Pyramid Park - Lady Lake playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
28	20 / 10	13 / 5	0 / 5	8 / 7	2 / 4

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 4097.7 sq.ft.
Perimeter: 263.4 ft.
STRUCTURE SIZE: 83'-4"x50' 5"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics | Nucleus

SITE PLAN VIEW

GROUP:
NU-3070|BB-2264

DESIGNED FOR AGES:
5 to 12

Pyramid Park - Lady Lake
Lady Lake, FL 32159

Burke
PLAY THAT MOVES YOU

01/23/2024

Top Line Recreation, Inc.
134-179004-1
Designer: Leah Kirssin

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
28	20 / 10	13 / 5	0 / 5	8 / 7	2 / 4

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 4097.7 sq.ft.
Perimeter: 263.4 ft.
STRUCTURE SIZE: 65' 4"x50' 5"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Nucleus

SITE PLAN VIEW

GROUP:
NU-3070

DESIGNED FOR AGES:
5 to 12

Pyramid Park - Lady Lake
Lady Lake, FL 32159

Burke
PLAY THAT MOVES YOU

01/23/2024

Top Line Recreation, Inc.
134-179004-1

Designer: Leah Kirssin

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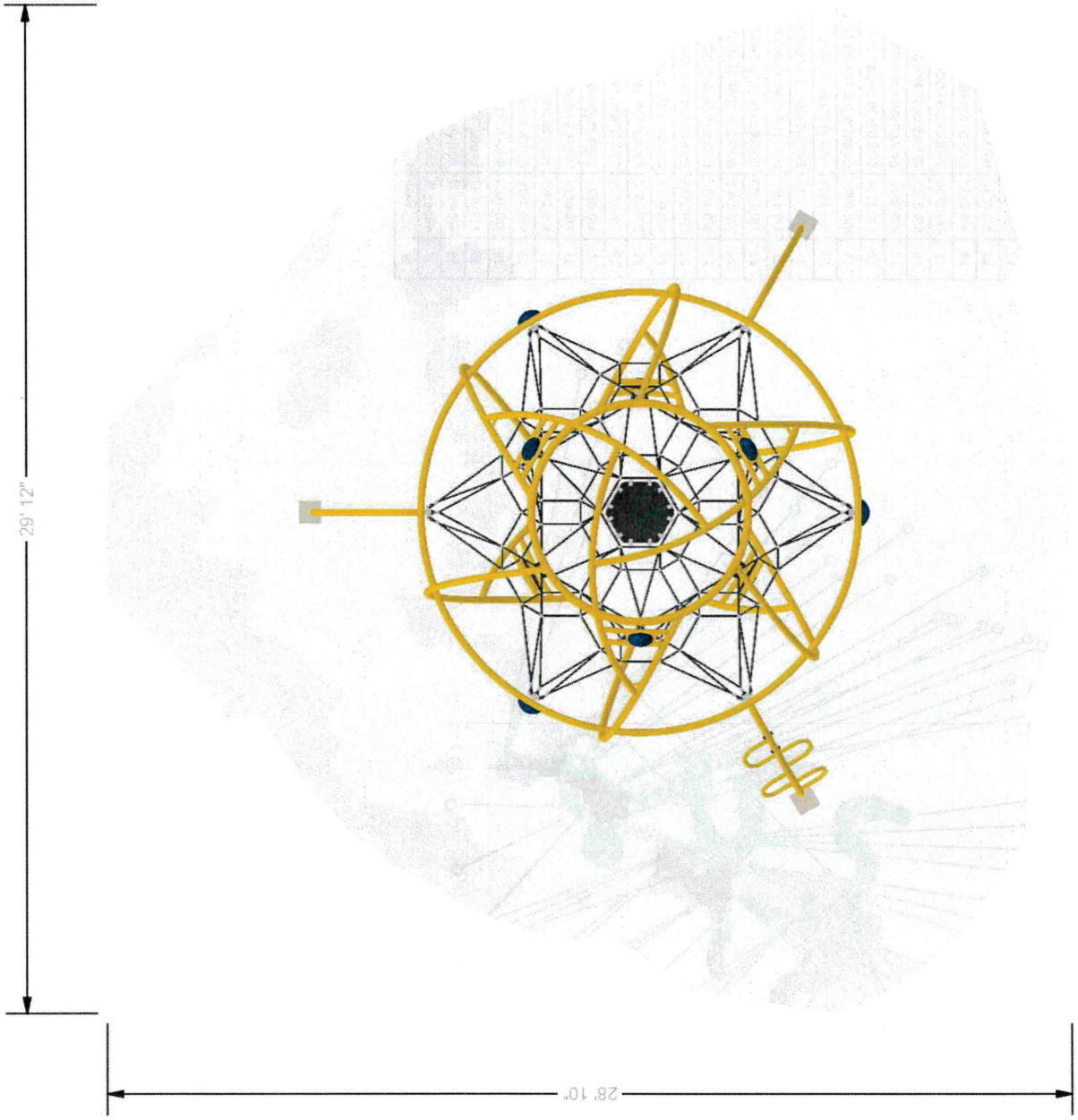

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
28	20 / 10	13 / 5	0 / 5	8 / 7	2 / 4

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
Area: 4097.7 sq.ft.
Perimeter: 263.4 ft.
STRUCTURE SIZE: 28' 4"x50' 5"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics

SITE PLAN VIEW

GROUP:
BB-2264

DESIGNED FOR AGES:
5 to 12

Pyramid Park - Lady Lake
Lady Lake, FL 32159

Burke
PLAY THAT MOVES YOU.

01/23/2024

Top Line Recreation, Inc.
134-179004-1
Designer: Leah Kirssin

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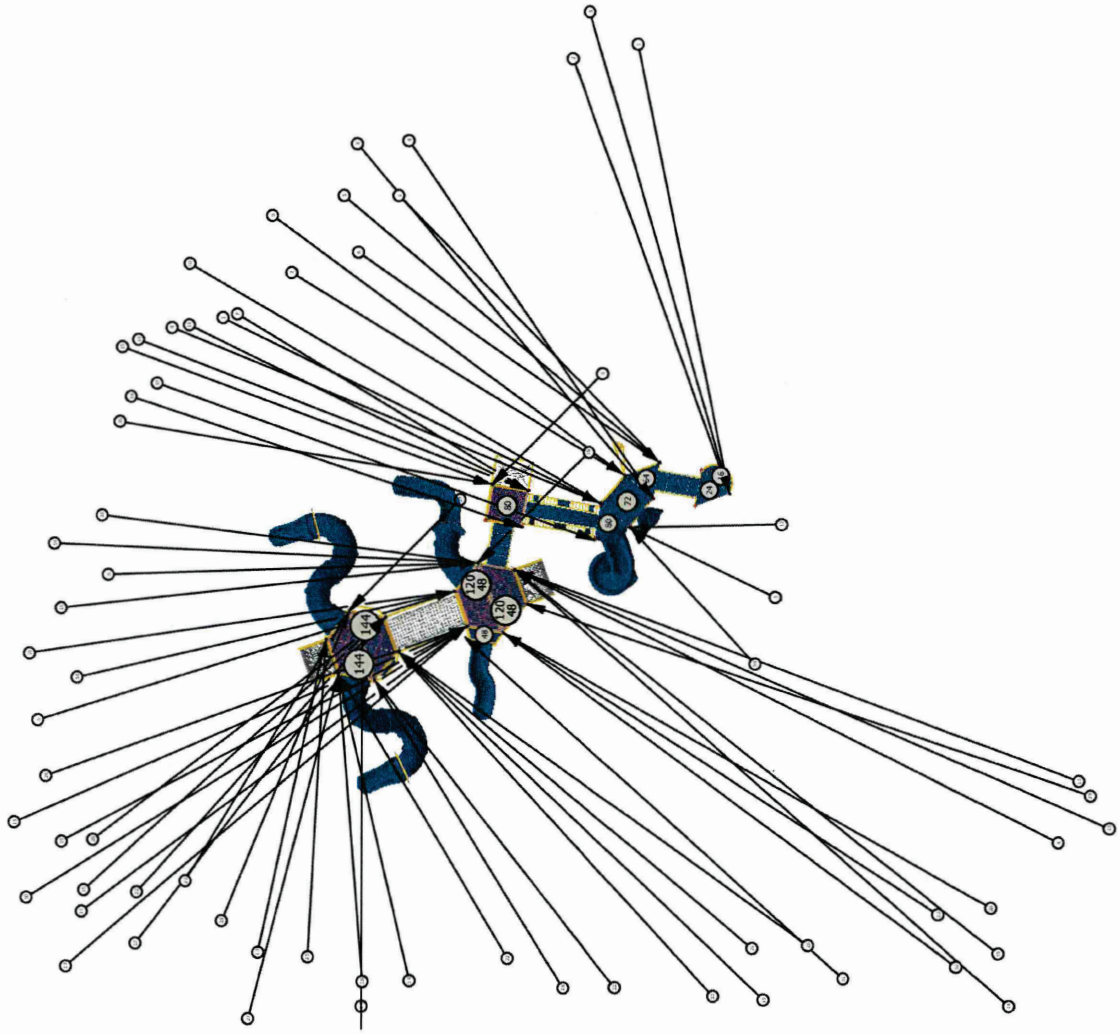
ITEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	470-0075	CRESCENT PLATFORM
3	270-0009	8" CLOSURE PLATE, ELLIPSE
4	370-0041	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS
5	370-1695	VIA CLIMBER 64"-72"
6	270-0122	EVOLUTION OFFSET ENCLOSURE
7	270-0130	SQUARE PLATFORM
8	570-2724	RADIATE POST MOUNTED SPINNER
9	570-0100	EVOLUTION BARRIER
10	270-0123	EVOLUTION ARCHED CATWALK BRIDGE
11	370-1702	NUCLEUS CORE ARCH CLIMBER
12	270-0120	EVOLUTION UNITARY ENCLOSURE
13	270-0132	HALF HEXAGON PLATFORM
14	470-0813	EVOLUTION HEX ROOF
15	470-0808	EVOLUTION ROOF BOTTOM EDGE
16	570-2722	PETALS POST MOUNTED SPINNER
17	470-0811	EVOLUTION ROOF END PLATE
18	570-1544	EVOLUTION SHORT CURVED TOP BARRIER
19	470-0787	COBRA SLIDE FUSION "S" LEFT 120"
20	370-1663	ROPEVENTURE TUNNEL
21	570-2714	EVOLUTION 2.5' OPENING BARRIER
22	370-1708	NUCLEUS CORE CLIMBER, 12' CROSS SUPPORT
23	370-1707	NUCLEUS CORE CLIMBER, 12'
24	370-1709	NUCLEUS CORE TRANSFER BELT
25	370-1650	EVOLUTION, GROUND TO ROOF CLIMBER
26	570-1558	EVOLUTION TALL CURVED TOP BARRIER, RIGHT
27	470-0117	COBRA SLIDE CURVED 144"
28	570-1557	EVOLUTION TALL CURVED TOP BARRIER, LEFT
29	370-1649	EVOLUTION, DECK TO ROOF CLIMBER
30	470-0876	CORE SLIDE ARCH, VIPER
31	470-0819	VIPER S 48-56 W/O HOOD
32	370-0862	TREE BRANCH CLIMBER 48"
33	570-2678	CLOCK PANEL
34	370-1664	SHASTA CLIMBER, 40"-48"
35	470-0867	EVOLUTION SQUARE ROOF
36	470-0809	SQUARE ROOF TOP EDGE, ONE SIDE
37	470-0872	EXTREME TWIST SPIRAL SLIDE
38	370-1648	MANITOU CLIMBER 72"



SERIES Nucleus

COMPONENT VIEW

GROUP:
NU-3070

DESIGNED FOR AGES:
5 to 12

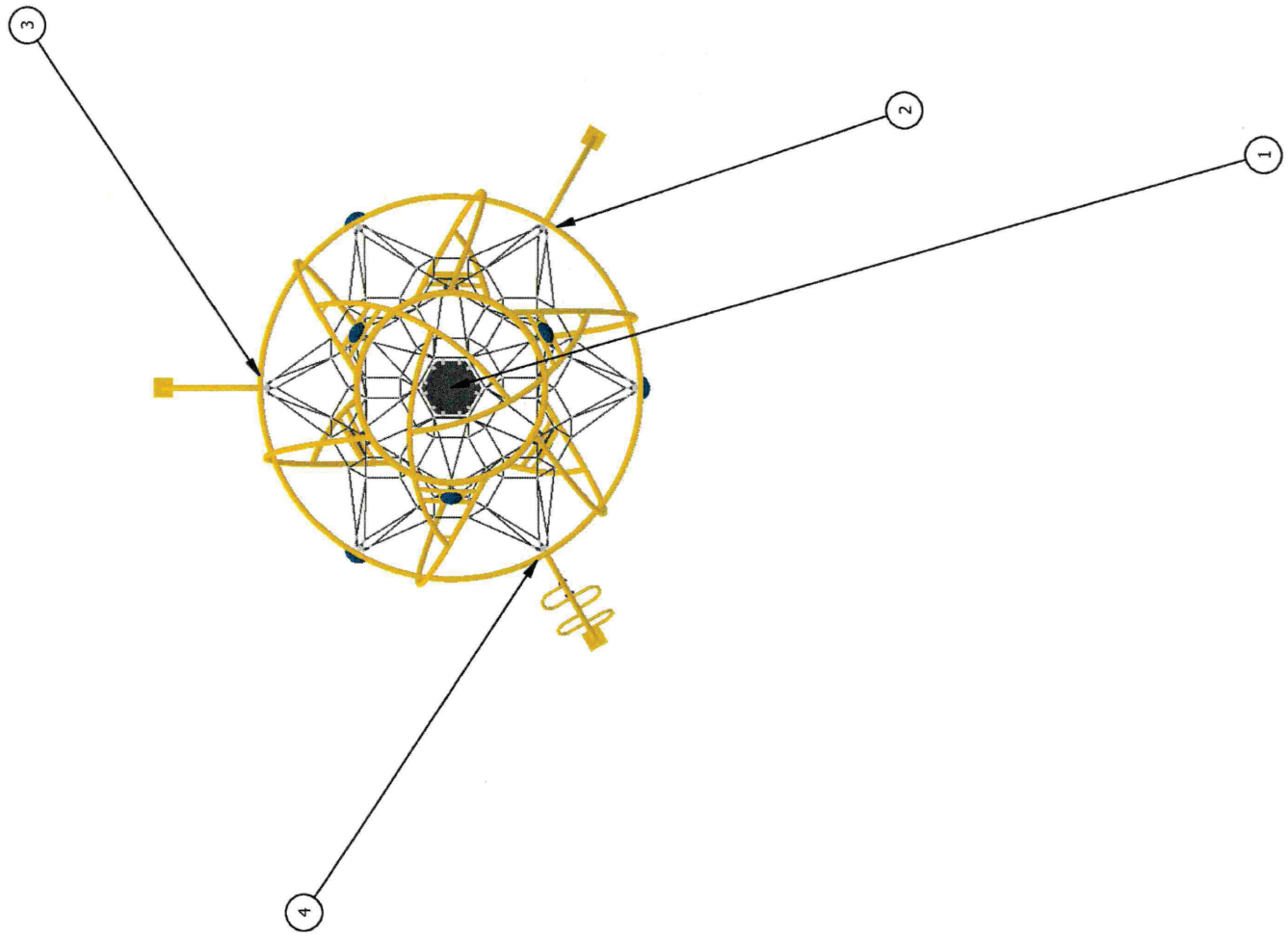
Pyramid Park - Lady Lake
Lady Lake, FL 32159

Burke
PLAY THAT MOVES YOU

01/23/2024

Top Line Recreation, Inc.
134-179004-1
Designer: Leah Kirssin

ITEM	COMP.	DESCRIPTION
1	560-2587	ROPEVENTURE REVOLV
2	560-2595	REVOLV ATTACHMENT CLIMBER
3	560-2596	REVOLV ATTACHMENT CLIMBER- HDPE
4	560-2600	REVOLV ATTACHMENT CLIMBER-RAINDROPS



SERIES Burke Basics

COMPONENT VIEW

GROUP:
BB-2264

DESIGNED FOR AGES:
5 to 12

Pyramid Park - Lady Lake
Lady Lake, FL 32159

Burke
PLAY THAT MOVES YOU

01/23/2024

Top Line Recreation, Inc.
134-179004-1

Designer: Leah Kirssin

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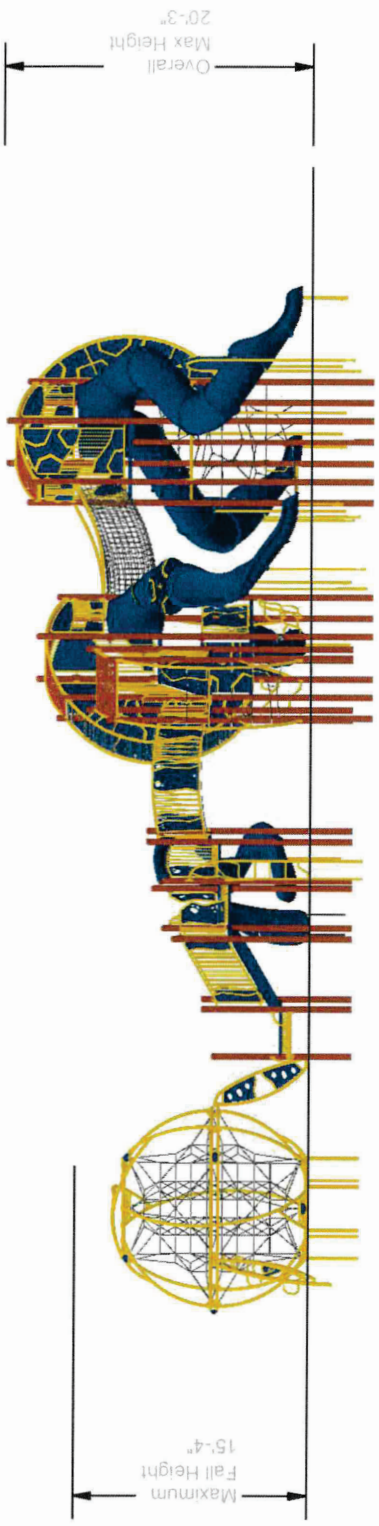

SERIES	Burke Basics | Nucleus	ELEVATION VIEW
GROUP: NU-3070|BB-2264 **DESIGNED FOR AGES:** 5 to 12	**Pyramid Park - Lady Lake** Lady Lake, FL 32159 Burke PLAY THAT MOVES YOU.	01/23/2024 **Top Line Recreation, Inc.** **134-179004-1** Designer: Leah Kirssin

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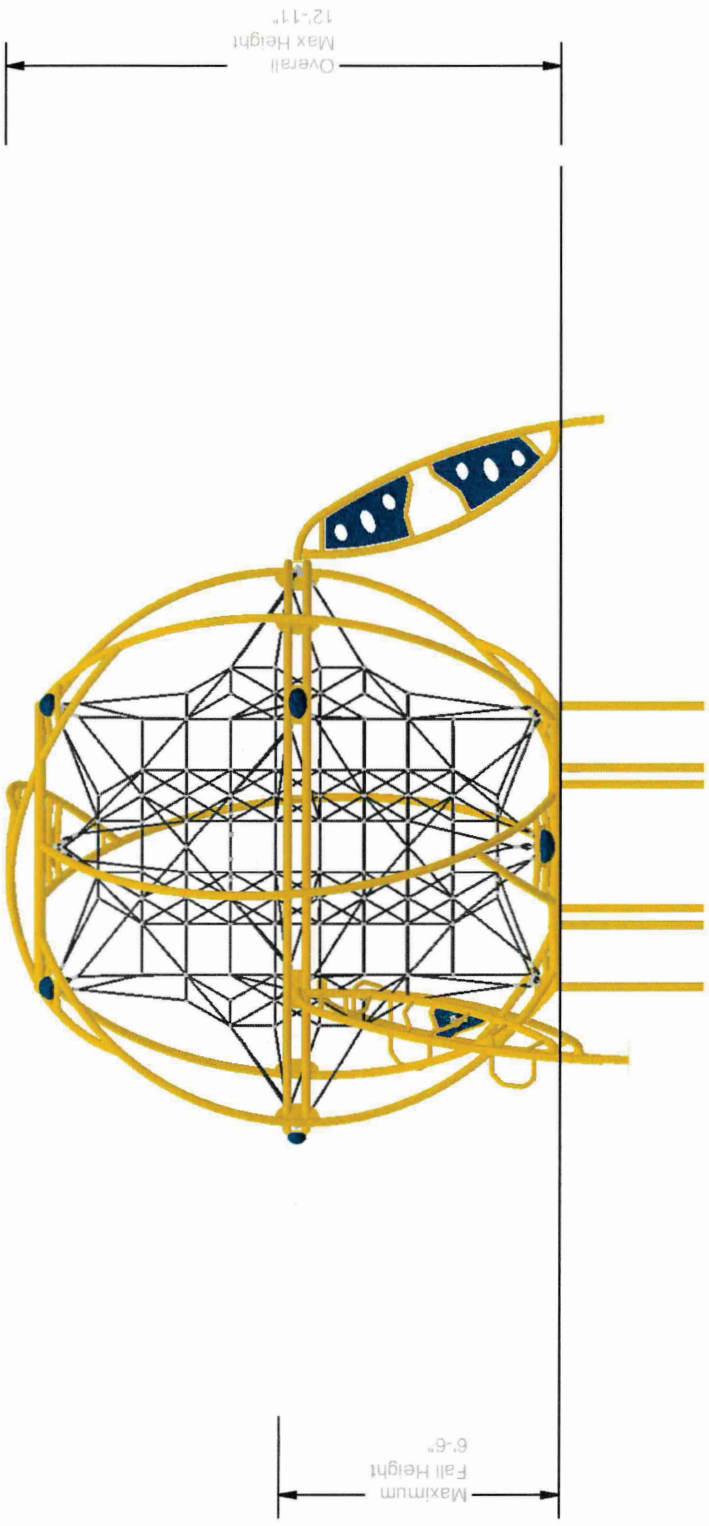
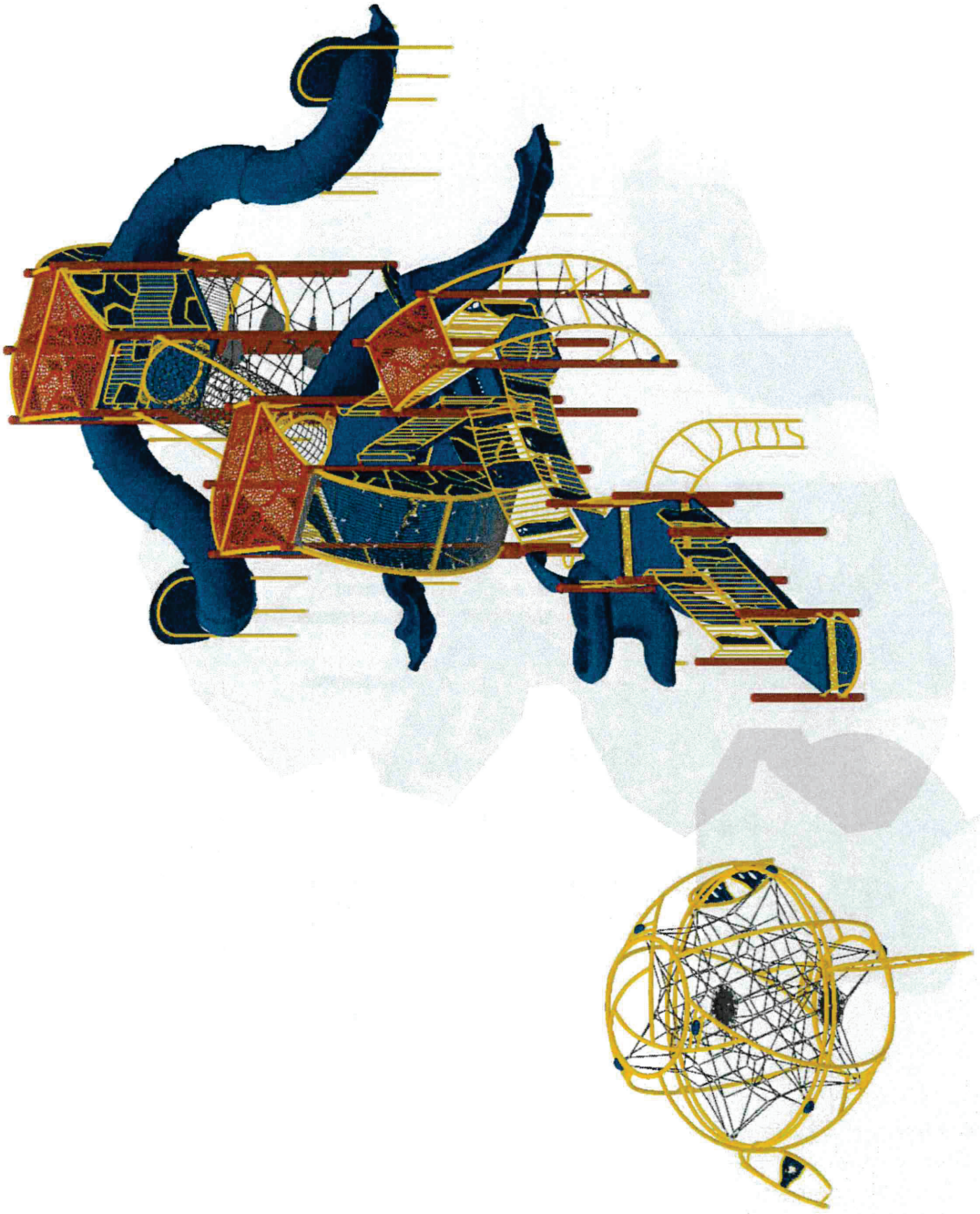
SERIES Nucleus		ELEVATION VIEW
GROUP: NU-3070 **DESIGNED FOR AGES:** 5 to 12	**Pyramid Park - Lady Lake** Lady Lake, FL 32159 Burke PLAY THAT MOVES YOU.	01/23/2024 **Top Line Recreation, Inc.** **134-179004-1** Designer: Leah Kirssin

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES Burke Basics		ELEVATION VIEW
GROUP: BB-2264	**Pyramid Park - Lady Lake** Lady Lake, FL 32159	01/23/2024
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU	**Top Line Recreation, Inc.** **134-179004-1** Designer: Leah Kirssin

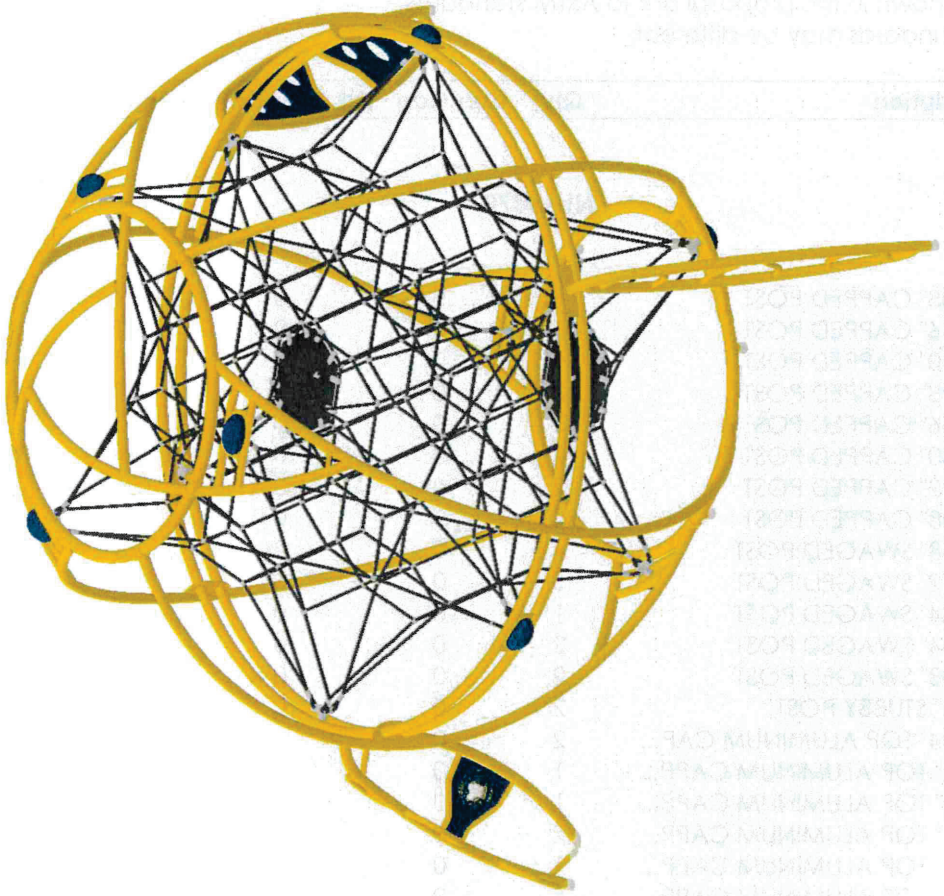
BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES Burke Basics | Nucleus		ISOMETRIC VIEW
GROUP: NU-3070|BB-2264 **DESIGNED FOR AGES:** 5 to 12	**Pyramid Park - Lady Lake** Lady Lake, FL 32159 Burke PLAY THAT MOVES YOU.	01/23/2024 **Top Line Recreation, Inc.** **134-179004-1** Designer: Leah Kirssin



SERIES Nucleus		ISOMETRIC VIEW
GROUP: NU-3070	**Pyramid Park - Lady Lake** Lady Lake, FL 32159	01/23/2024 **Top Line Recreation, Inc.**
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU.	**134-179004-1** Designer: Leah Kirssin



SERIES Burke Basics		ISOMETRIC VIEW
GROUP: BB-2264	**Pyramid Park - Lady Lake** Lady Lake, FL 32159	01/23/2024
DESIGNED FOR AGES: 5 to 12	Burke PLAY THAT MOVES YOU.	**Top Line Recreation, Inc.** **134-179004-1** Designer: Leah Kirssin

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTMF1487. To verify product certification, visit www.ipema.org.

The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
	NU-3070					
Nucleus						
072-0500-108C	5" OD X 108" CAPPED POST	1	0	0	57	57
072-0500-116C	5" OD X 116" CAPPED POST	2	0	0	61	122
072-0500-140C	5" OD X 140" CAPPED POST	1	0	0	74	74
072-0500-148C	5" OD X 148" CAPPED POST	2	0	0	78	156
072-0500-156C	5" OD X 156" CAPPED POST	1	0	0	82	82
072-0500-160C	5" OD X 160" CAPPED POST	2	0	0	84	168
072-0500-192C	5" OD X 192" CAPPED POST	2	0	0	101	202
072-0500-208C	5" OD X 208" CAPPED POST	2	0	0	109	218
072-0502-148S	5" OD X 148" SWAGED POST	4	0	0	78	312
072-0502-172S	5" OD X 172" SWAGED POST	5	0	0	90	450
072-0502-184S	5" OD X 184" SWAGED POST	1	0	0	96	96
072-0502-204S	5" OD X 204" SWAGED POST	2	0	0	107	214
072-0502-208S	5" OD X 208" SWAGED POST	2	0	0	109	218
072-0504-10B	5" OD X 10" STUBBY POST	2	0	0	6	12
072-5503-104T	5" OD X 104" TOP ALUMINUM CAP...	2	0	0	20	40
072-5503-32T	5" OD X 32" TOP ALUMINUM CAPP...	1	0	0	7	7
072-5503-48T	5" OD X 48" TOP ALUMINUM CAPP...	1	0	0	10	10
072-5503-52T	5" OD X 52" TOP ALUMINUM CAPP...	2	0	0	11	22
072-5503-68T	5" OD X 68" TOP ALUMINUM CAPP...	1	0	0	14	14
072-5503-88T	5" OD X 88" TOP ALUMINUM CAPP...	5	0	0	18	90
270-0009	8" CLOSURE PLATE, ELLIPSE	3	0	0	8	24
270-0120	EVOLUTION UNITARY ENCLOSURE	3	0	0	34	102
270-0122	EVOLUTION OFFSET ENCLOSURE	3	0	0	34	102
270-0123	EVOLUTION ARCHED CATWALK BRIDGE	1	11	11	439	439
270-0129	TRIANGLE PLATFORM	3	2	6	48	144
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0132	HALF HEXAGON PLATFORM	6	6	36	144	864
370-0041	EVOLUTION 40" TRANSITION STAI...	2	8	16	301	602
370-0862	TREE BRANCH CLIMBER 48"	1	2	2	17	17
370-1648	MANITOU CLIMBER 72"	1	4	4	86	86
370-1649	EVOLUTION, DECK TO ROOF CLIMBER	1	7	7	472	472
370-1650	EVOLUTION, GROUND TO ROOF CLI...	1	7	7	471	471
370-1663	ROPEVENTURE TUNNEL	1	0	0	311.4	311.4
370-1664	SHASTA CLIMBER, 40"-48"	2	2	4	20	40
370-1695	VIA CLIMBER 64"-72"	1	3	3	75	75
370-1702	NUCLEUS CORE ARCH CLIMBER	1	7	7	265	265
370-1707	NUCLEUS CORE CLIMBER, 12'	1	10	10	250	250
370-1708	NUCLEUS CORE CLIMBER, 12' CRO...	4	0	0	14.76	59.04
370-1709	NUCLEUS CORE TRANSFER BELT	1	2	2	60	60
470-0075	CRESCENT PLATFORM	1	1	1	52	52

470-0117	COBRA SLIDE CURVED 144"	2	3	6	463	926
470-0787	COBRA SLIDE FUSION "S" LEFT 120"	1	2	2	324	324
470-0808	EVOLUTION ROOF BOTTOM EDGE	3	0	0	13	39
470-0809	SQUARE ROOF TOP EDGE, ONE SIDE	1	0	0	13	13
470-0811	EVOLUTION ROOF END PLATE	2	0	0	12	24
470-0813	EVOLUTION HEX ROOF	2	0	0	211	422
470-0819	VIPER S 48-56 W/O HOOD	1	2	2	127	127
470-0867	EVOLUTION SQUARE ROOF	1	0	0	76	76
470-0872	EXTREME TWIST SPIRAL SLIDE	1	2	2	217	217
470-0876	CORE SLIDE ARCH, VIPER	1	0	0	174	174
570-0100	EVOLUTION BARRIER	2	0	0	52	104
570-1544	EVOLUTION SHORT CURVED TOP BA...	3	0	0	50	150
570-1557	EVOLUTION TALL CURVED TOP BAR...	2	0	0	114	228
570-1558	EVOLUTION TALL CURVED TOP BAR...	2	0	0	114	228
570-2678	CLOCK PANEL	1	1	1	50	50
570-2714	EVOLUTION 2.5' OPENING BARRIER	2	0	0	36.9	73.8
570-2722	PETALS POST MOUNTED SPINNER	1	1	1	0.7	0.7
570-2724	RADIATE POST MOUNTED SPINNER	1	1	1	0.7	0.7
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0425	5" OD STUBBY POST CAP	2	0	0	1	2
670-0427	5" OD X 11 GA POST EXTENSION	13	0	0	10	130

Total User Capacity: 143
Total Weight: 10537 lbs.
Total Price: $194,847

BB-2264

Burke Basics

560-2587	ROPEVENTURE REVOLV	1	18	18	2059	2059
560-2595	REVOLV ATTACHMENT CLIMBER	1	2	2	61	61
560-2596	REVOLV ATTACHMENT CLIMBER- HDPE	1	2	2	73	73
560-2600	REVOLV ATTACHMENT CLIMBER-RAI...	1	2	2	76	76
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 24
Total Weight: 2271 lbs.
Total Price: $46,318

Special Notes:
Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

COLOR SELECTION LIST | Default Color Option

GROUP 1 (BB-2264)

Acc:	Yellow
Plastic:	Blue
Flat:	Blue
Panel:	Blue-Yellow-Blue

GROUP 2 (NU-3070)

Deck:	Blue
Post:	Red
Panel:	Blue-Yellow-Blue
Acc:	Yellow
Flat:	Blue
Plastic:	Blue

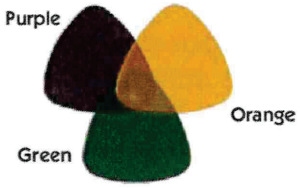
COLORS THAT MOVE YOU

POWDER COAT PAINT

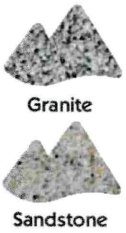




SOLIS HUE TOPPERS



ROCKIT CLIMBERS



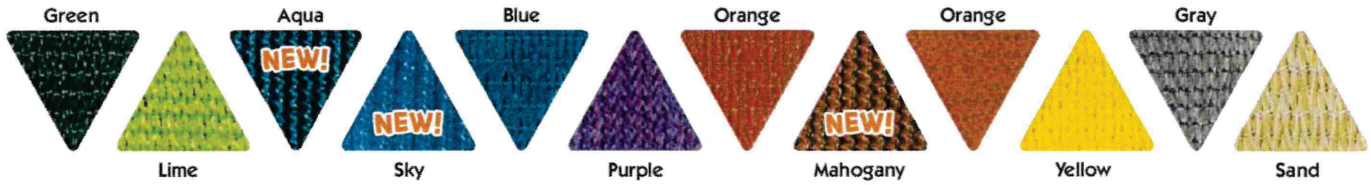
PLATFORMS



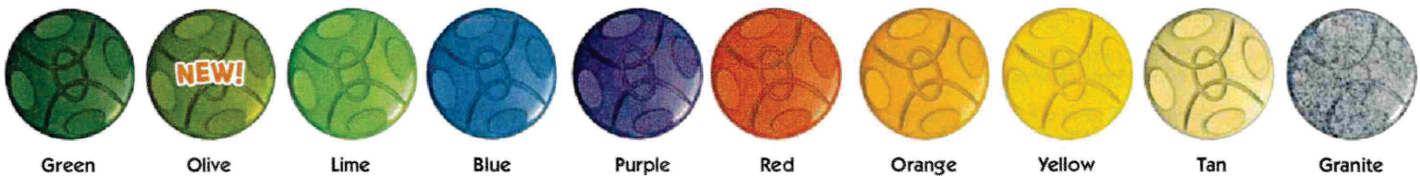
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



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BCIBURKE.COM Burke 800.266.1250

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070. **01/2021**

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Town Manager Lawrence's Annual Merit Performance Adjustment (Bill Lawrence)

AGENDA ITEM ID

2024044

DEPARTMENT

Town Manager

SUMMARY

STAFF RECOMMENDED MOTIONS

To be determined by the Town Commission

SUMMARY

The Town Manager's annual evaluation is due on April 1st. This is the second year of his 4-year contract. If the commission desires, a performance merit adjustment can be made to his base salary.

FISCAL IMPACT

To be determined

SOURCE OF FUNDING

Town Manager

FUNDING ACCOUNT

001-1201-512-1200

Backup material for this agenda item includes:

1. Town Manager Contract Supporting

Employment Agreement

This Agreement, effective April 1, 2023, by and between the Town of Lady Lake, Florida, a municipal corporation, ("Employer" or "Town") and William Lawrence ("Employee") who understand and agree as follows:

Recitals

Whereas, Employer desires to continue to employ the services of William Lawrence as Town Manager of the Town of Lady Lake ("Town") as provided by its Home Rule Charter; and

Whereas, Employee desires to continue employment as Town Manager of the Town; and

Now Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties. Employer hereby agrees to employ William Lawrence as Town Manager of the Town of Lady Lake to perform the Town Manager functions and duties specified in the Town Charter and to perform other legally permissible and proper duties and functions as the Town Commission shall assign.

Section 2: Term.

A. Employee agrees to remain employed by Employer as Town Manager from April 1, 2023, through April 1, 2027, and to not become employed by any other employer until resignation or termination as provided in this Agreement.

B. Prior to the end of the four-year contract period, this Agreement may be extended on the same terms and conditions as herein provided or new terms and conditions as may be negotiated by the parties hereto. The Town Commission is not obligated to extend this Agreement beyond the four-year contract period. Employee's services as Town Manager are terminable at will by the Town Commission.

C. Pursuant to Section 3.02 of the Town Charter, nothing prevents, limits, or otherwise interferes with the right of the Town Commission to terminate the services of Employee at any time subject only to the provisions set forth in Section 3 of this Agreement.

D. Nothing prevents, limits, or otherwise interferes with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4 of this Agreement.

Section 3: Termination of Town Manager and Severance Pay.

A. Termination With Cause. This Agreement may be terminated by the Town at any time for cause by a majority vote of the Town Commission. In such case, Employee shall be entitled only to accrued benefits available to any other employee. For purposes of this Section 3, "cause" includes incompetence, malfeasance or misfeasance, drunkenness at work, drug induced impairment at work, illegal drug dependency, or a valid arrest for a felony offense. Employee shall be given written notice of the reasons to terminate with cause at least 10 days prior to a hearing to terminate Employee with cause.

B. Termination Without Cause. In the event Employee is terminated by the Town Commission without cause and provided Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Employee's base salary for a period of ten weeks from the date of termination or make a lump sum cash payment equal to ten weeks base salary, at its option. Health insurance coverage for Employee and Employee's spouse shall be paid for by Employer for a period of ten weeks from the date of termination, provided however, that no other benefits shall accrue following the effective date of termination (i.e., during the ten-week period or when calculating the lump sum cash payment). Base salary shall not include retirement contributions. At the time of termination, Employee shall be compensated for all unused vacation leave that accrued prior to that date as set forth in Section 9 of this Agreement.

C. Any severance payment made must be approved by the Town Commission prior to payment and comply with Section 215.425 *Florida Statutes*.

D. Should the Town terminate Employee without cause, Employee agrees to execute, prior to receiving the severance payment, a general release releasing the Town from any legal claims and damages, including, but not limited to, claims asserted under FMLA or ADA.

Section 4: Resignation. In the event Employee voluntarily resigns his position as Town Manager before expiration of his employment term, then Employee shall give Employer at least 2 months' notice in advance of his last day at work. At any time during the two-month period after Employee tenders his notice of resignation as Town Manager, Employer can terminate Employee without cause and avoid payment of the severance referenced in Section 3 B. above.

Section 5: Salary. Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $134,820.00 payable in installments at the same time as other management employees of the Employer are paid. Unless otherwise decided by the Town Commission by majority vote, employee shall receive salary increases equivalent to the percentage increase Employer decides to give other Town Management employees.

Section 6: Performance Evaluation.

A. On or before April 1, 2024, and at any time thereafter, the Town Commission may review and evaluate the performance of Employee. Said review and evaluation shall be in accordance with criteria developed by Employer. Said criteria may be added to or deleted as the Town Commission may from time to time determine. Further, the Town Commission may provide Employee with a written evaluation and may provide an adequate opportunity for Employee to discuss his evaluation with the Town Commission in an open meeting held for that purpose.

B. At any time, the Town Commission may define Town Manager goals and performance objectives for the proper operation of the Town and to fulfill the Town Commission's policy objectives. The Town Commission may further establish a relative priority among those various goals and objectives. Thereafter, at its discretion, the Town Commission may periodically review the goals and performance objectives to determine whether revisions should be made.

C. In conjunction with any evaluation, Employee may or may not receive a salary increase in an amount established by the Town Commission in its sole discretion.

Section 7: Hours of Work. Employee is expected to work sufficient hours to satisfactorily complete his job, including after normal business hours and weekends if necessary. In the event of an emergency, Employee shall be available to each Town Commissioner on holidays, days off, weekends and after business hours.

Section 8: Outside Business Activities. Employee shall obtain prior written approval of the Town Commission before engaging in teaching, consulting or other non-Employer related business.

Section 9: Vacation, Sick Leave, Health Insurance and Other Benefits.

A. Except as otherwise set forth in this Agreement, all provisions of the Town Charter, Code of Ordinances, regulations, resolutions, and personnel rules of the Employer relating to vacation and sick leave, retirement contributions, holidays, and all other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer.

B. Except as otherwise set forth in this Agreement, Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment as Town Manager.

C. Employee shall have one extra week of paid vacation in addition to the vacation time provided in Sections 9 A and B above and be provided with a vehicle, which he can take home, and a credit card for automobile expenses and fuel relating to that vehicle.

Section 10: Dues and Subscriptions. Employer may, at its discretion, budget for and pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, advancement, and for the good of the Employer.

Section 11: Professional Development. Employer, at its discretion, may budget and pay for expenses of Employee in accordance with professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the Florida League of Cities, and such other regional, state, and local governmental groups and committees thereof which Employee serves as a member.

Section 12: Civic Club Membership. Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which Employer shall pay all expenses if approved by Employer. Employee shall obtain prior approval from Employer for each membership he intends to obtain Employer's expense.

Section 13: Indemnification. The Town agrees to defend, hold harmless, and indemnify Employee for any damages, fees, costs or expenses arising out of any and all Employee's acts performed within the scope of Employee's employment in accordance with state law. Employee agrees to defend, hold harmless and indemnify Employer for any and all damages, fees, costs or expenses arising out of any and all Employee's acts performed outside the scope of his employment.

Section 14: Amendment to Agreement. The Town Commission shall establish any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter, or any other law. Any amendment to this Agreement must be in writing signed by both parties.

Section 15: No Reduction of Benefits By Employer. Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 16: Notices. Notices pursuant to this Agreement shall be given by

email to: A. **Employer:** Town Commission
clerk@ladylake.org

B. **Employee:** William Lawrence
lbrlawrence@aol.com and
wlawrence@ladylake.org

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or if emailed, the date sent.

Section 17: General Provisions.

A. The terms herein shall constitute the entire Agreement between the parties and no other terms exist unless set forth in this Agreement.

B. Employer and Employee shall abide by the law and all Town ordinances, rules, resolutions, and policies.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

In Witness Whereof, the Town of Lady Lake has caused this Agreement to be signed and executed on its behalf by its Town Mayor and duly approved as to form by the Town Attorney, attested by the Town Deputy Clerk, and Employee has signed and executed this Agreement, on March 20, 2023.

Employer Town of Lady Lake:

Jim Reitz, Mayor

Employee:

William Lawrence, Town Manager

Attest:

Nancy Wilson, Town Clerk

Approved as To Form:

Derek A. Schroth, Town Attorney

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Raising Maximum Pay Grades for Department Heads and Salaried Supervisors. (Pam Winegardner)

AGENDA ITEM ID

2024050

DEPARTMENT

Finance

SUMMARY

STAFF RECOMMENDED MOTION

Approval to Increase Maximum Pay Grades

On November 15, 2023, the commission held a meeting with the Florida Police Benevolent Association to discuss increasing sworn officers pay by 30% - this included both union and non-union employees. This was recommended due to the inability of the Police Department to hire and retain good officers. The commission voted unanimously to approve the request for the salary adjustment. As a result of the increase, however, several non-union employees met or exceeded their maximum pay grade making them ineligible for compounded future pay increases. This request is meant to rectify that by increasing the maximum pay range in several categories as shown on the attached sheet with the average increase being approximately 11%.

Backup material for this agenda item includes:

1. Increase Max Salaries Supporting

11/20/2023 Town of Lady Lake Pay Grades

	Minimum	Previous Maximum	Proposed Maximum	Job Title
GRADE 2XX TOWN MANAGER GJO/01 SALARY-CONTRACT				
Hourly				Town Manager
BIWEEKLY				
ANNUAL				
DEPARTMENT HEADS DH SALARY				
Hourly	37.65	67.77	74.55	Police Chief
BIWEEKLY	3,012.00	5,421.60	5,963.76	Public Works Director
ANNUAL	78,312.00	140,961.60	155,057.76	Director of Library & Information Services
				Director of Growth Management
				Director of Human Resources
				Finance Director
				Parks & Recreation Director
				Town Clerk
				Information Technology Director
				Communication Director (New Mid 2023)
GRADE 117 SALARY-SUPERVISOR (-Changed # was 115)				
Hourly	35.85	57.30	64.53	Deputy Chief of Patrol
BIWEEKLY	2,868.00	4,584.00	5,162.40	Public Works Maintenance Supervisor
ANNUAL	74,568.00	119,184.00	134,222.40	Utilities Supervisor
GRADE 116 SALARY-SUPERVISOR (-Changed # was 114)				
Hourly	34.14	54.57	61.45	Police Lieutenant
BIWEEKLY	2,731.20	4,365.60	4,916.16	Parks & Recreation Supervisor
ANNUAL	71,011.20	113,505.60	127,820.16	

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Consideration of Approval for the Hammock Oaks Amenity Center Major Site Plan MJSP 11/23-002 - Proposing a 2,999 Square Foot Bathroom Cabana, 6,913 Square Foot Pool Area, Playground, Dog Park, 985 Square Foot Shade Pavilion, 985 Square Foot Covered Mail Kiosk Area, and 45 Parking Spaces, on an 2.76-acres zoned Planned Unit Development (PUD), owned by SK Hammock Oaks, LLC, within the town limits of the Town of Lady Lake, Florida (Thad Carroll)

AGENDA ITEM ID

2024056

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommend approval of the Civil Plans, Landscaping Plans, and Architectural Elevations for the Hammock Oaks Amenity Center Major Site Plan MJSP 11/23-002 as presented.

SUMMARY

On Tuesday, November 21, 2023, an application for a new site plan was submitted by CHW, Inc for the Hammock Oaks Amenity Center. The amenity center site is located within Hammock Oaks Subdivision Phase 1A and will be used exclusively by residents of the Hammock Oaks Community. It will include amenities such as a pool and bathroom cabana, dog park, playground, and mail kiosk. The amenity center is permitted under the Memorandum of Agreement of the Planned Unit Development (PUD) zoning.

EXISTING CONDITIONS

This site is located within Phase 1A of the Hammock Oaks Subdivision. The development order for this phase was issued on March 9, 2023, and is currently under construction.

PROPOSAL

The applicant is proposing a 2,999 square foot bathroom cabana, 6,913 square foot pool area, playground, dog park, 985 square foot shade pavilion, 985 square foot mail kiosk, and 45 parking spaces.

TRAFFIC

Because the amenity center is for the exclusive use of Hammock Oak residents, no additional traffic will be generated by this project.

STORMWATER

The St. John's River Water Management District Environmental Resource Permit No. 194943-2 was issued on October 6, 2023, for Hammock Oaks Phase 1.

REVIEWS CONDUCTED

The site plan was reviewed to determine adherence to the Land Development Regulations (LDRs) including drainage, grading and erosion control. The application was also determined with the Comprehensive Plan.
The final plan set includes the following:

- Civil engineering plans, consisting of 12 sheets, certified by Robert Walpole, Professional Engineer with CHW, LLC, signed and sealed on February 14, 2024 with the revised coversheet dated March 21, 2024.
- Landscaping plans (five pages) and irrigation plans (two pages)
- Photometric plans (four pages), signed and sealed by William Stormant, Professional Engineer with CHW, LLC
- Architectural design drawings (six pages) produced by Tekton Architecture.

Town staff, Neel-Schaffer Engineering, and the Fire Inspector completed reviews. The following items are included in the packet:
Review Number 3 for the general site development completed by Neel-Schaffer Engineering, March 21, 2024 (Satisfied).
Review by Fire Inspector, Kerry Barnett dated January 18, 2024 (Satisfied).
Review by Lady Lake Public Works Director, CT Eagle emailed January 16, 2024 (Satisfied).

PAST ACTIONS

The Technical Review Committee reviewed the Hammock Oaks Amenity Center New Major Site Plan MJSP 11/23-002 and found it was ready for consideration by the Town Commission.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

Not applicable.

Backup material for this agenda item includes:

1. Hammock Oaks Amenity Supporting

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT

SITE PLAN APPLICATION

Owner's Information

Owner's Name: see property owner affidavits

Mailing Address: _____

Telephone Number: _____ Email Address: _____

Applicant's Information

Applicant's Name: CHW c/o Robert Walpole

Mailing Address: 11801 Research Dr, Alachua, FL 32615

Telephone Number: (352) 331-1976 Email Address: permiteng@chw-inc.com

Applicant is: ____Owner __X__Agent ____Developer ____Lessee ____Other

Engineer's Information

Engineer's Name: Robert Walpole, PE

Mailing Address: 11801 Research Dr, Alachua, FL 32615

Telephone Number: (352) 331-1976 Email Address: walpole@chw-inc.com

Registration Number: 58206

Architect's Information

Architect's Name: Tekton Architecture c/o Todd Whitehead

Mailing Address: 10 SW 1st Ave, Gainesville, FL 32601

Telephone Number: (392) 316-0931 Email Address: todd@tektonarc.com

Registration Number: AR97245

Landscape Architect's Information

Landscape Architect's Name: Caeli Tolar, PLA

Mailing Address: 11801 Research Dr, Alachua, FL 32615

Telephone Number: (352) 331-1976 Email Address: caelit@chw-inc.com

Registration Number: LA6667260

Project Information

Project Name: Hammock Oaks Amenity Center

Property Address/Location: 1172 HIGHWAY 466 LADY LAKE FL, 32159

Alternate Key: 1279801

Full Legal Description:
Tract "A" of Hammock Oaks Phase 1A Plat

The property is located in the vicinity of the following streets:
Corner of Hammock Oaks Blvd & Copacabana Rd

Area of the Property: 120,226 Square Feet 2.76 Acres

Utilities: X Central Water X Central Sewer _____ Well _____ Septic Tank

Zoning of Property: PUD - Mixed Use

Number, Square Footage and Present Use of the Existing Structures on the Property:
n/a - no existing structures on site

Briefly describe the proposed project (If for storage, what type of material will be stored?):
a cabana with bathrooms, covered areas, parking, pool, dog park, playground and similar recreational amenities

Have any development reviews or approvals been granted to this property? X Yes ____ No

If yes, list the type, date and result:
Development Order, March 9th, 2023, approved for Infrastructure Plans

Has any Variance been granted concerning this property? X Yes ____ No

If yes, list the Case Number and briefly describe the nature of the Variance:
Historic Tree Variance/tree removal

Plan Requirements

The plans shall be drawn on 24" x 36" sheets as a minimum, at the largest scale feasible. The plans or any portion thereof involving engineering, shall be certified by a professional engineer or landscape architect as required by SJRWMD. The following information must be included on the site plan:

General Information

1. Name of Project
2. General Statement of Intended Use of Site
3. Legal Description of the Property and Size of the Parcel in Acres of Square Feet
4. Name and Address of Owner
5. Name, address and phone number of owner's agent
6. Name, address, signature and registration of the professionals preparing the plans
7. Date, north arrow and scale shall be designated and where appropriate, the same scale shall be used on all sheets
8. Vicinity map showing relationship of proposed development to the surrounding streets and thoroughfares, shall be at a scale no smaller than 1" = 5,280' or 1" = Mile
9. Linear dimensions of the site
10. Existing topography with a maximum of one-foot contour intervals for the proposed site
11. Finished grading elevations
12. Zoning of the site and of all adjacent parcels
13. All existing and proposed building restriction lines (i.e., highway setback lines, easements, covenants, rights-of-way and building setback lines)
14. Percent of open space of site
15. Location of proposed signs

Building and Structure

1. Existing and proposed structures
2. Intended use
3. Number of stories
4. Height of building(s)
5. Number of dwelling units and density
6. Projected number of employees, if applicable
7. If restaurant, show number of seats and occupancy load

8. Square footage for proposed development, i.e., gross square footage, non-storage area, square footage of each story, gross square footage of sales area, etc.
9. Photograph or sketch of proposed sign with dimensions and material type

Street, Sidewalks, Driveways, Parking Areas and Loading Spaces

1. Engineering plans and specifications for streets, alleys, sidewalks and driveways to include soil borings, if necessary
2. All parking spaces delineated
3. Number of parking spaces
4. Number and location of handicapped spaces
5. Number of square feet of paved parking and driveway area
6. Surface materials and cross-section of proposed paved areas
7. Fire lanes per the Standard Fire Prevention Code adopted in the Building and Fire Codes chapter
8. Description/location of proposed driveway(s) and median cut(s)
9. Internal traffic control circulation plan, including directional arrows and signs to direct traffic flow, as necessary
10. Location of traffic-control signs and signalization devices, if required
11. Number and location of required loading spaces
12. Number and location of required bicycle spaces

Drainage and Stormwater

1. Soil classifications, cross-sections and details of proposed retention/detention ponds, swales, berms, etc., as required by SJRWMD
2. Size, material and location of stormwater structures and pipes
3. Indicate flood elevation for 100-year flood and any other information required in Environmental Regulations chapter

Proposed Water, Sewer and Solid Waste Facilities

1. Size, material, specifications and location of water mains, valves, services and fire hydrants
2. Size, material, specifications and location of sanitary sewer lines and laterals with submittal of a profile, if necessary
3. Size and location of septic tank and drainfield, if applicable
4. Grease separation system, if applicable: Size, location and materials

5. Location(s) and access provisions for refuse service, including pad, screening, fencing and landscaping, if applicable

Landscaping

1. Landscaping plan and provisions for maintenance including size, type and location of all landscaping, screens, walls, fences and buffers per the requirements in the Landscaping and Tree Protection chapter. If water efficient landscaping is used, the information required in that chapter should be included.
2. Irrigation system plan

Environmental Protection

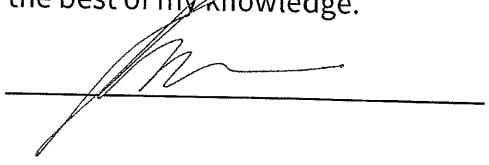
1. Natural features such as waterbodies, wetlands, native vegetative communities, etc., as required in the Environmental Regulations chapter
2. Conservation easements per the requirements
3. Provisions for the adequate control of erosion and sediment, including the location and description of the methods to be utilized during and after all phases of clearing, grading and construction

Additional Information to be Provided

1. Summary report of all concurrency data needed as noted in Chapter 4 of the Lady Lake Land Development Regulations
2. Drainage calculations as required in the Stormwater Management chapter
3. Fire flow calculations, if applicable
4. Lift station calculations, where required
5. Copy of HRS permit, where required
6. A construction cost estimate prepared by the engineer of record, which shall delineate any proposed improvements to be maintained by the Town
7. Environmental assessment per the requirements, if applicable
8. Any additional data, maps, plans or statements, as may be required, which is commensurate with the intent and purpose of the Code

This application must be accompanied by proof of ownership and authorization form the owner if represent by an agent or contract purchaser.

I certify that the statements in this application are true to the best of my knowledge.



Signature of Applicant

PLEASE SUBMIT APPLICATION TO THE GROWTH DEVELOPMENT DEPARTMENT ACCOMPANIED BY EIGHT COPIES OF THE SITE PLAN, FOUR 11 X 17 (SIGNED AND SEALED IF REQUIRED) AND ONE DIGITAL COPY, APPROPRIATE REVIEW FEES, PROOF OF OWNERSHIP AND ALL APPLICABLE INFORMATION AND DOCUMENTATION AS REQUIRED BY LADY LAKE ORDINANCE 94-08, LAND DEVELOPMENT REGULATIONS, ADOPTED AUGUST 15,1994.

Office Use:

Date Application Received: 11/21/24 Received by: B Schneider

Fees Paid:

Site Development Plan- Minor _____

Site Development Plan- Major up to 100,000 sq ft $4,400.00

Site Development Plan- Major 100,001 sq ft and up _____

PROPERTY OWNER AFFIDAVIT

CHW
Professional Consultants

Owner Name: SK Hammock Oaks LLC			
Address: 14025 Riveredge Dr STE 175 Tampa, FL 33637	Phone: contact agent		
Agent Name: CHW			
Address: 11801 Research Dr Alachua, FL 32615	Phone: (352) 331-1976		
Parcel No.: 19-18-24-0001-000-00700, 19-18-24-0001-000-00800, 19-18-24-0001-000-00900, 19-18-24-0002-000-01200, 19-18-24-0002-000-01300, 19-18-24-0004-000-02000, 19-18-24-0004-000-02200			
Acreage: 288.66	S: 19	T: 18 S	R: 24 E

Requested Action:

To obtain approvals from Town of Lady Lake, St. John's River Water Management District, Florida Department of Environmental Protection, Lake County, and Florida Department of Transportation.

I hereby certify that:
I am the property owner of record. I authorize the above listed agent to act on my behalf for the purposes of this application.

Property owner signature: _____
Printed name: James P. Harvey
Date: June 22, 2022

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22nd day of JUNE, 2022, by JAMES P. HARVEY.

Personally Known **OR** Produced Identification
Type of Identification Produced:

NOTARY SEAL

Notary Public State of Florida
Bryon T LoPreste
My Commission GG 919288
Expires 01/27/2024

_____
Signature of Notary Public, State of Florida

MEMORANDUM

Hammock Oaks Amenity Center

22-0090

CHW Professional Consultants

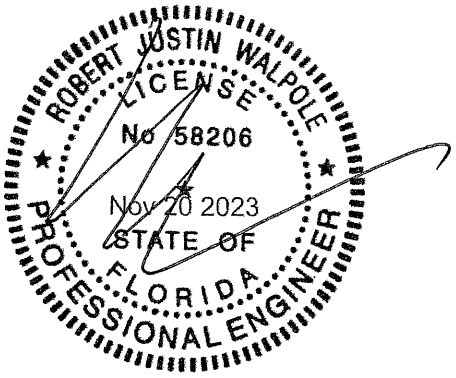
To: Town of Lady Lake Utility Department

From: Robert Walpole, P.E.

Date: November 20, 2023

RE: Hammock Oaks Amenity Center

The Hammock Oaks Amenity Center project proposes a 3,000 SF Amenity Center, swimming pool, dog park, playground, utilities, parking, and stormwater infrastructure. Per Town of Lady Lake Land Development Code Sec. 14, a demand of 1 ERU was assumed based on the "Office Building" use. The Amenity Center will therefore require approximately 250 gallons per day (gpd). The Amenity Center will be served by a 1" potable water meter approvable by the Town of Lady Lake Utility Department.



MEMORANDUM

Hammock Oaks Amenity Center

22-0090

CHW Professional Consultants

To: Fire Review

From: Robert Walpole, P.E.

Date: November 20, 2023

RE: Hammock Oaks Amenity Center – Required Fire Flow

The following is a calculation for required fire flow for the proposed project based on the NFPA 1: Fire Code and ISO Guide for Determination of Needed Fire Flow.

Building data is based on the information available at the time of this memo. Any changes to the building data will void the provided fire flow calculation and requires a revised analysis to verify the building complies with the applicable fire protection criteria.

NFPA Calculations:

Building: **Amenity Center**
Construction Type: Type V (000)
Max. Fire Flow Area: 3,000 SF

Required Fire Flow per NFPA Table 18.4.5.1.2: 1,500 gpm

Required fire flow per ISO Calculations (attached): 1,250 gpm

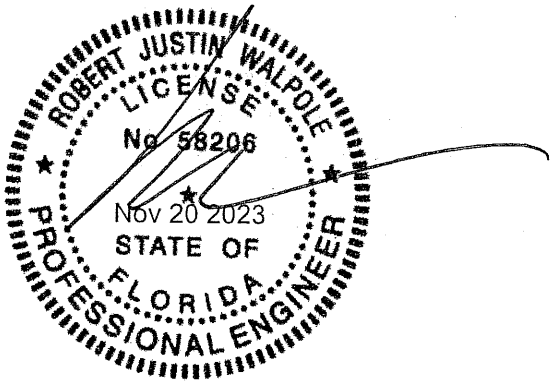
Conclusions

Minimum Required Fire Flow to be provided: **1,500 gpm**

Requirements for fire flow have been determined from NFPA & ISO calculations.

***Available Fire Flow:** **1,506 gpm is available at the node nearest to the Amenity Center (J-739) with a residual pressure of 48.7 psi.**

***Based on modeling results provided in Report No. 9514-26-1 by Mittauer Associates, Inc.**



ISO Needed Fire Flow (NFF) Worksheet

(Page references are to the appropriate sections in the ISO Guide for Determination of Needed Fire Flow)

Petition Number:		**Date:**	11/20/2023
Project:	Hammock Oaks Amenity Center	**Engineer:**	C. Menhennett, E.I.
	Amenity Center - Worst Case	**Checked By:**	Robert Walpole, P.E.
Location:	CR 466 & Cherry Lake Rd.		
	Lake County, FL		

Subject Building

Construction Class (p. 4): Wood Frame Construction **construction coefficient (F) (p. 2):** 1.5

Area of largest floor in the building (if modifications are made for division walls (p. 8), the division walls must be shown on the site plan.): 3,000 sq.ft.

Total area of all other floors (if modifications are made for division walls (p. 8), the division walls must be shown on the site plan.): sq. ft.

Effective Area (A_i) (p. 9) : 3,000 sq. ft. (Show calculations below)

Needed Fire Flow attributed to construction (C_i) (per formula (p. 2)): 1478.850905

(Round to the nearest 250 gpm. See p. 10 for maximum and minimum values of C_i)

Type of Occupancy: Limited-combustible (C-2) **Occupancy Factor (O_i) (p. 11):** 0.85

Exposures (p. 16)

Front:
- construction of facing wall of exposure building (p. 4):
- Distance (ft.) to the exposure building:
- Number of stories of exposure wall:
- Opening Protection in exposure wall:
- Factor for exposure (X_i) from Table 330.A (p. 17): 0
- Length of exposure wall:
- Length x number of stories: 0

Back:
- construction of facing wall of exposure building (p. 4):
- Distance (ft.) to the exposure building:
- Number of stories of exposure wall:
- Opening Protection in exposure wall:
- Factor for exposure (X_i) from Table 330.A (p. 17): 0
- Length of exposure wall: 0
- Length x number of stories: 0

Left:
- construction of facing wall of exposure building (p. 4):
- Distance (ft.) to the exposure building:
- Number of stories of exposure wall:
- Opening Protection in exposure wall:
- Factor for exposure (X_i) from Table 330.A (p. 17): 0
- Length of exposure wall: 0
- Length x number of stories: 0

Right:
- construction of facing wall of exposure building (p. 4):
- Distance (ft.) to the exposure building:
- Number of stories of exposure wall:
- Opening Protection in exposure wall:
- Factor for exposure (X_i) from Table 330.A (p. 17): 0
- Length of exposure wall: 0
- Length x number of stories: 0

Communications (p. 18)

Passageway Opening Protection:
Construction class of communication (Table 330.B) :

Is communication open or enclosed?
Length of communication (in feet):
Factor for Communications (P_i) from Table 330.B on p.19): 0

Calculation of Needed Fire Flow (p. 1)

$NFF=(C_i)(O_i)[1.0+(X+P)_i]$ (substitute values as determined above. For exposures and communications use the single side with the highest charge.)

NFF= 1500 x 0.85 x [1 + (0 + 0)

NFF= 1275 gpm

NFF= 1250 gpm (rounded to nearest 250 gpm per ISO requirements)

Note: ISO evaluates hydrant distribution by examining the number and type of hydrants within 1,000 feet of each representative building. They also look at the distance from each such hydrant to the subject building, measured as apparatus can lay hose.

Hydrants with at least one large pumper outlet may receive credit for up to 1,000 gpm. Hydrants with at least two hose outlets, but no pumper outlet, may receive credit for up to 750 gpm. And hydrants with only one hose outlet may receive credit for up to 500 gpm.

Hydrants within 300 feet of the subject building may receive credit for up to 1,000 gpm (but not more than the credit that would apply based on the number and type of outlets). Hydrants from 301 feet to 600 feet from the subject building may receive credit for up to 670 gpm (but not more than the credit that would apply based on the number and type of outlets). And hydrants from 601 feet to 1,000 feet from the subject building receive credit for 250 gpm. Under certain circumstances, when all fire department pumpers carry sufficient large-diameter hose, ISO may allow maximum credit for hydrants up to 1,000 feet from the subject building.

More than one fire hydrant may be required for proper distribution of water per ISO requirements.

Table 18.4.5.1.2 Minimum Required Fire Flow and Flow Duration for Buildings

Fire Flow Area ft^2 (× 0.0929 for m^2)					Fire Flow gpm† (× 3.785 for L/min)	Flow Duration (hours)
I(443), I(332), II(222)*	II(111), III(211)*	IV(2HH), V(111)*	II(000), III(200)*	V(000)*		
0–22,700	0–12,700	0–8200	0–5900	0–3600	1500	2
22,701–30,200	12,701–17,000	8201–10,900	5901–7900	3601–4800	1750	
30,201–38,700	17,001–21,800	10,901–12,900	7901–9800	4801–6200	2000	
38,701–48,300	21,801–24,200	12,901–17,400	9801–12,600	6201–7700	2250	
48,301–59,000	24,201–33,200	17,401–21,300	12,601–15,400	7701–9400	2500	
59,001–70,900	33,201–39,700	21,301–25,500	15,401–18,400	9401–11,300	2750	3
70,901–83,700	39,701–47,100	25,501–30,100	18,401–21,800	11,301–13,400	3000	
83,701–97,700	47,101–54,900	30,101–35,200	21,801–25,900	13,401–15,600	3250	
97,701–112,700	54,901–63,400	35,201–40,600	25,901–29,300	15,601–18,000	3500	
112,701–128,700	63,401–72,400	40,601–46,400	29,301–33,500	18,001–20,600	3750	4
128,701–145,900	72,401–82,100	46,401–52,500	33,501–37,900	20,601–23,300	4000	
145,901–164,200	82,101–92,400	52,501–59,100	37,901–42,700	23,301–26,300	4250	
164,201–183,400	92,401–103,100	59,101–66,000	42,701–47,700	26,301–29,300	4500	
183,401–203,700	103,101–114,600	66,001–73,300	47,701–53,000	29,301–32,600	4750	
203,701–225,200	114,601–126,700	73,301–81,100	53,001–58,600	32,601–36,000	5000	
225,201–247,700	126,701–139,400	81,101–89,200	58,601–65,400	36,001–39,600	5250	
247,701–271,200	139,401–152,600	89,201–97,700	65,401–70,600	39,601–43,400	5500	
271,201–295,900	152,601–166,500	97,701–106,500	70,601–77,000	43,401–47,400	5750	
Greater than 295,900	Greater than 166,500	106,501–115,800	77,001–83,700	47,401–51,500	6000	
		115,801–125,500	83,701–90,600	51,501–55,700	6250	
		125,501–135,500	90,601–97,900	55,701–60,200	6500	
		135,501–145,800	97,901–106,800	60,201–64,800	6750	
		145,801–156,700	106,801–113,200	64,801–69,600	7000	
		156,701–167,900	113,201–121,300	69,601–74,600	7250	
		167,901–179,400	121,301–129,600	74,601–79,800	7500	
		179,401–191,400	129,601–138,300	79,801–85,100	7750	
		Greater than 191,400	Greater than 138,300	Greater than 85,100	8000	

*Types of construction are based on NFPA 220.
†Measured at 20 psi (139.9 kPa).

Charles Abbott Associates, Inc.

10752 Deerwood Park Blvd. South, Suite 100
Jacksonville, FL 32256

Building Official & Plans Examiner

Mark Brower

Project Name: Hammock Oaks Amenity Center MJSP 11 23-002

Project Description:

Town Staff has received a New Major Site Plan Application, Civil Plans, and Supporting Documents for a project titled Hammock Oaks Amenity Center. The project will be located at within Phase 1A of the Hammock Oaks Development, consisting of approximately 2.76 Acres; referenced by Alternate Key Number 3325451, within the Town Limits of Lady Lake, Florida.

The applicant proposes the following:

- Amenity Building
- Pool
- Cabana with bathrooms
- Covered Area
- Dog Park
- Playground

Date:

I have received and reviewed the site plans for construction:

☑ **The plans are in compliance with the requirements of the Florida Building Code, including ADA and Accessibility site compliance.**

☑ **Approved as presented**

☐ **Approved with Comments**

☐ **The plans are not in compliance with the requirements of the Florida Building Code.**

☐ **Other Land Use Applications.**

Comments:

Mark Brower, Building Official & Plans Examiner

Please be advised that this review of plans submitted is a cursory review to assists the developer/contractor in compliance with applicable the Florida Building Code. It's the developer/contractor's sole responsibility to ensure that the plans are in complete compliance with all applicable Florida Building Codes, NFPA Codes, the Florida Administrative Codes, State Statutes, and local ordinances. In the event that further examination or site inspection reveals areas of non-compliance, it shall be the developer/contractor's sole responsibility, at their sole expense to bring those areas into compliance.

Rebecca Higgins

From: C.T. Eagle
Sent: Tuesday, January 16, 2024 1:20 PM
To: Rebecca Higgins; Butch Goodman
Subject: RE: Hammock Oaks Amenity Center - Submittal 2

No further comments from me.

*Butch, they've included the ERU calculations for water, I don't see Reuse calcs.

C. T. Eagle Sr.
Director of Public Works
Town of Lady Lake
136 Skyline Drive
Lady Lake, FL 32159

Phone: 352-751-1526
Fax: 352-751-1595

Email: cteagle@ladylake.org

From: Rebecca Higgins <rhiggins@ladylake.org>
Sent: Tuesday, January 16, 2024 12:35 PM
To: C.T. Eagle <cteagle@ladylake.org>; Butch Goodman <bgoodman@ladylake.org>
Subject: Hammock Oaks Amenity Center - Submittal 2

CT/Butch,

Please see the link below for the revised plans for the Hammock Oaks Amenity Center.

Hammock Oaks Amenity Center - Submittal 2

Thank You,

Becky Schneider

Senior Town Planner
Growth Management Department

Phone: (352)751-1511
Fax: (352)751-1514
Email: rhiggins@ladylake.org

Town of Lady Lake
409 Fennell Blvd
Lady Lake, FL 32159

Our office hours are Monday - Thursday 7:30 am - 6:00 pm, Closed on Fridays

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architect

March 21, 2024

Mrs. Becky Schneider
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

REFERENCE: HAMMOCK OAKS AMENITY CENTER - REVIEW NO. 3

Dear Becky;

Pursuant to your request, Neel-Schaffer, Inc. (NSI) has reviewed the site plan submitted by CHW, Inc., received by the Town, for the above referenced project. Our efforts in reviewing the development documents focused on civil plans, landscaping plans, building and structures, storm drainage calculations, and photometric plans based on the standards provided in the Land Development Code Regulations (LDCR) of the Town of Lady Lake.

Based on our review of the additional information provided by your office, NSI has found the development plans satisfactory and in compliance with the Lady Lake LDRs. If you have questions or comments, please do not hesitate to contact me at 407-647-6623.

Sincerely,

Steven R. Cockerham, P.E.
Senior Project Manager

2301 Lucien Way, Suite 300 • Maitland, FL 32751 • 407-647-6623 fax: 601-898-8485

CONSTRUCTION PLANS
FOR
HAMMOCK OAKS
AMENITY CENTER

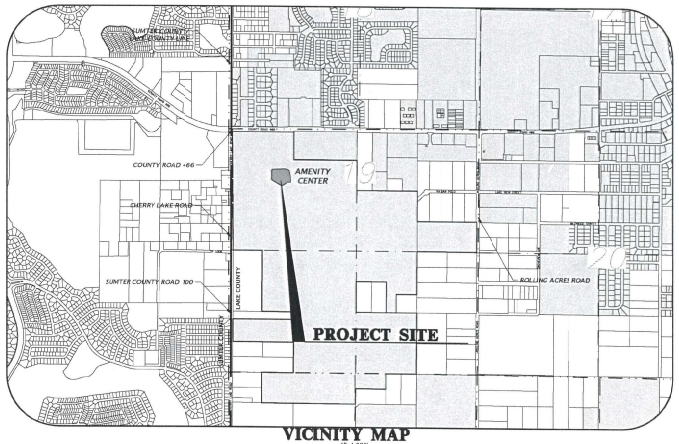
TOWN OF LADY LAKE, LAKE COUNTY FLORIDA
SECTIONS 19 & 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST

SUBMITTED TO
TOWN OF LADY LAKE

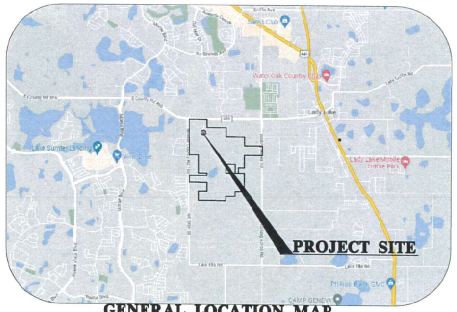
DEVELOPER
KOLTER LAND PARTNERS
13252 SW 6TH AVE
NEWBERRY, FL 32669
JOHN CURTIS
SR. LAND DEVELOPMENT MANAGER

CIVIL ENGINEER
CHW
11801 RESEARCH DRIVE
ALACHUA, FLORIDA 32615
(352) 331-1976
ROBERT J. WALPOLE, P.E.
WALPOLE@CHW-INC.COM

LANDSCAPE ARCHITECT
CHW
11801 RESEARCH DRIVE
ALACHUA, FLORIDA 32615
(352) 311-1976



VICINITY MAP
1"=1,200'



GENERAL LOCATION MAP

BEFORE YOU DIG!
CALL SUNSHINE STATE ONE CALL OF FLORIDA
AT LEAST TWO FULL BUSINESS DAYS BEFORE
DIGGING OR DISTURBING EARTH
811
Know what's below. Call before you dig.
1-800-432-4770

GENERAL NOTES

1. LAND OWNER:
SK HAMMOCK OAKS LLC.
105 NE 1ST STREET
DELRAY BEACH, FL 33444

2. DEVELOPER/SUBDIVIDER:
KOLTER LAND PARTNERS, LLC.
13252 SW 6TH AVE.
NEWBERRY, FL 32669
JOHN CURTIS
SR. LAND DEVELOPMENT MANAGER

3. ENGINEER OF RECORD:
ROBERT J. WALPOLE, P.E.
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
(352) 331-1976
WALPOLE@CHW-INC.COM

4. SURVEYOR OF RECORD:
AARON R. NICKMAN, PSM
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
(352) 331-1976
AARON@CHW-INC.COM

5. DATE OF BOUNDARY SURVEY:
BT GEOPONT SURVEYING, INC.
9/08/2021
NOTE:
THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF CHERRY LAKE ROAD (COUNTY ROAD NO. 100), HAVING A GRID BEARING OF N 00°24'23" W. THE GRID BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2007 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.

6. WATER SUPPLY:
AN 8-INCH WM STUB EXISTS ON BORA BORA LANE. THIS MAIN WILL BE REDUCED TO A 2-IN SERVICE LINE.

7. SEWAGE DISPOSAL:
AN 8-INCH GRAVITY SEWER STUB EXITS ON BORA BORA LANE. A NEW MANHOLE WILL BE INSTALLED AND A 6-IN SANITARY SEWER LATERAL SHALL BE EXTENDED TO THE BUILDING.

8. DRAINAGE:
STORMWATER MANAGEMENT FACILITIES (SMF) ARE LOCATED THROUGHOUT THE SUBDIVISION IN THE LOW AREAS AND HAVE BEEN SIZED TO MEET SJRWMD AND TOWN OF LADY LAKE.
8A. TRACT 'A' DRAINS TO SMF#1 PERMITTED WITH SJRWMD PERMIT NO. 194336-1 FOR UP TO 80% IMPERVIOUS. THE SITE PROPOSES LESS THAN 40% IMPERVIOUS &IS THUS IN COMPLIANCE WITH THE MASTER SJRWMD PERMIT.
8B. THE SITE LIES WITHIN FLOOD ZONE 'X' PER FEMA FIRM PANEL 12069C0165E.

9. ELECTRICAL UTILITY PROVISION:
SECO

10. NATURAL FEATURES:
THE PARCEL IS A TRACT OF DEVELOPED AS PART OF PHASE 1A AND INCLUDES NO NATURAL RESOURCES.

11. ZONING/LAND USE INFORMATION:
ZONING = PUD - MIXED USE
LAND USE = SF MEDIUM DENSITY
SETBACKS:
BUILDING HEIGHT = MAX - 35'
LOTS INTERNAL TO DEVELOPMENT - 15' FRONT
10' REAR
5' SIDE
PARKING:
REQUIRED PARKING:
4,498 SF POOL / 1 PER 100 SF = 45 REQUIRED SPACES
BIKE = 0.2 x REQUIRED
0.2 x 45 = 9
PROVIDED PARKING 43 REGULAR + 2 ADA = 45 PROVIDED
BIKE PROVIDED: 10 SPACES (5 RACKS)

12. BUFFER: NONE REQUIRED.

13. TRAFFIC STATEMENT:
THE AMENITY CENTER IS THE EXCLUSIVE USE OF THE RESIDENTS OF HAMMOCK OAKS AND THEREFORE GENERATES NO NEW AADT. AM OR PM PEAK TRIPS.

14. THE AMENITY CENTER INCLUDES A CABANA WITH BATHROOMS, COVERED AREAS, PARKING, POOL, DOG PARK, PLAYGROUND AND SIMILAR RECREATIONAL AMENITIES.

15. DIMENSIONAL INFORMATION
AREA = 2.76 AC
IMPERVIOUS AREA* = 0.98 AC
CONCRETE = 1.43 AC (1,8,616.47 SF)
ASPHALT = 0.18 AC (21,033.84 SF)
BUILDING = 0.37 AC (2,999 SF)
OPEN SPACE AREA = 1.78 AC
*IMPERVIOUS AREA INCLUDES SIDEWALK, ROADWAY, AND CURB AND GUTTERS.

16. BUILDING INFORMATION
AMENITY
SIZE: SF 2,909 -SF (GROSS FLOOR AREA)
HEIGHT: 19'-8'
NUMBER OF STORIES : 1
OTHERS
NO OTHERS STRUCTURES

17. LEGAL: TRACT "A" OF THE HAMMOCK OAKS PLAT.

SHEET INDEX

SHEET NUMBER	DESCRIPTION
C0.00	COVER SHEET
C0.10	GENERAL NOTES
C0.11	LEGEND
C0.12	MASTER DEVELOPMENT PLAN
C0.20	STORMWATER POLLUTION PREVENTION AND DEMOLITION PLAN
C1.00	DETAILED HORIZONTAL CONTROL AND SITE PLAN
C1.31	TRUCK TURNING EXHIBIT
C2.00	DETAILED GRADING AND DRAINAGE AND UTILITY PLAN
C3.20 - C3.22	TOWN OF LADY CONSTRUCTION DETAILS
C3.33	CONSTRUCTION DETAILS
LS-1 - LS-2	LANDSCAPE PLAN
IR-1 OF IR-2	IRRIGATION PLANS
A110 - A112	ARCHITECTURAL FLOOR PLANS
A300 - A302	EXTERIOR ELEVATIONS
P1 - P4	PHOTOMETRIC AND LIGHTING PLAN AND DETAILS

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075

CASE: N/A
CONSTRUCTION PLAN REVIEW

01/20/2023 SUBMITTAL TO TOWN OF LADY LAKE
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/12/2024 SUBMITTAL TO TOWN OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: COVER SHEET AND INDEX

DESIGNED: DJS/CCM
DRAWN: DJS/CCM
CHECKED: RJW
PROJECT NUMBER: 22-0090.02C

ROBERT J. WALPOLE

Robert J. Walpole
State of Florida, Professional Engineer, License No. 58206

This item has been digitally signed and sealed by Robert J. Walpole, PE on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FL PE No. 58206

SHEET NO.
C0.00

GENERAL NOTES

1. THE TOPOGRAPHIC AND EXISTING INFORMATION SHOWN HEREON WERE TAKEN FROM A BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY GEOPOINT, AND DATED SEPTEMBER 08, 2021. ADDITIONAL TOPOGRAPHIC SURVEY BY CHW AND DATED JUNE 20, 2022.
2. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAS BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. THE RESPECTIVE UTILITY COMPANIES SHALL RELOCATE ALL UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING THE RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE APPROPRIATE UTILITY COMPANIES IN ORDER TO ALLOW MARKING OF THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES IN ADVANCE OF CONSTRUCTION BY CALLING THE FLORIDA SUNSHINE STATE ONE-CALL CENTER, INC. AT 1-800-432-4770 OR 811. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" 48 HOURS PRIOR TO ANY CLEARING OF CONSTRUCTION TO IDENTIFY ALL UTILITY LOCATIONS. NO CONSTRUCTION ACTIVITY MAY OCCUR UNTIL THE UTILITIES HAVE BEEN PROPERLY MARKED.
4. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL LOCATION AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF THE PROJECT ENVELOPE SHOWN PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CALL ALL UTILITY COMPANIES TO HAVE THE LOCATIONS OF ALL UTILITIES FIELD MARKED PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUING CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
6. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
7. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK INCLUDING LANDSCAPING.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY AND/OR MUNICIPALITY INSTRUCTIONS.
9. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED, AND PERMITTED THROUGH LOCAL GOVERNMENTAL AGENCIES AND WATER MANAGEMENT DISTRICT PER CURRENT REGULATIONS AT THE SOLE COST OF THE CONTRACTOR.
11. CONTRACTOR TO REVIEW GEOTECHNICAL REPORT AND BORINGS PRIOR TO BIDDING THE PROJECT AND FOLLOW OUTLINED CONSTRUCTION TECHNIQUES.
12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SERVICES OF AN APPROVED TESTING LABORATORY AND/OR SOILS ENGINEER, APPLICABLE REGULATORY AGENCIES, AND AS MAY BE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS OR SPECIFICATIONS. CONTRACTOR TO VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE TESTING LABORATORY AND/OR SOILS ENGINEER MUST SUBMIT TO THE OWNER'S ENGINEER CERTIFICATIONS STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
13. INSTALL SILT FENCE PRIOR TO SITE DEMOLITION OR NEW SITE CONSTRUCTION. INSTALL SILT FENCE PER FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL AND PROVIDE TOE-IN. THE CONTRACTOR SHALL MAINTAIN THE SILT FENCE IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE PROJECT SILT FENCE SHALL BE INSPECTED DAILY AND ANY CORRECTIVE MEASURES SHALL BE COMPLETED WITHIN 24 HOURS.
14. THE CONTRACTOR SHALL CONTACT THE TOWN OF LADY LAKE FOR A TREE BARRICADE INSPECTION PRIOR TO BEGINNING ANY CONSTRUCTION.
15. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
16. ALL DELETERIOUS MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S ENGINEER OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED AND REMOVED FROM THE SITE. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE AREAS.
17. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS SHALL BE SODDED, SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL, AS DIRECTED BY THESE PLANS, IMMEDIATELY FOLLOWING CONSTRUCTION PER LOCAL INSPECTOR.
18. WORK BEING PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON THE SITE BY OTHER CONTRACTORS AND/OR UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.
19. ALL PAVEMENT DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
20. THE GOVERNING STANDARDS AND SPECIFICATIONS, UNLESS STATED OTHERWISE SHALL BE PER FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS (FY 2021-22) ROAD CONSTRUCTION) AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JANUARY 2022, AS AMENDED BY CONTRACT DOCUMENTS. ALL MATERIALS AND METHODS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE.
21. ALL NEW TRAFFIC CONTROL DEVICES (SIGNS AND PAVEMENT MARKINGS) SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT STANDARDS.
22. ALL STRIPING WITHIN THE TOWN AND COUNTY RIGHT OF WAY SHALL BE PLACED FIRST AS TEMPORARY STRIPING FOLLOWED BY APPLICATION OF THERMOPLASTIC STRIPING 30 DAYS LATER.
23. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PROPER BENCHMARKS ON-SITE. EXISTING BENCH MARKS SCHEDULED FOR REMOVAL SHALL BE RELOCATED AT CONTRACTORS EXPENSE AND RE-ESTABLISHED BY A LICENSED SURVEYOR.
24. ALL ADA RAMPS SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE AND AMERICANS WITH DISABILITIES ACT.
25. A PRE-CONSTRUCTION CONFERENCE SHALL BE REQUIRED. THE CONTRACTOR, ENGINEER OF RECORD, AND THE OWNER SHALL MEET WITH THE TOWN OF LADY LAKE PUBLIC WORKS & UTILITY DEPARTMENT PRIOR TO INITIATION OF SITE CONSTRUCTION.
26. ANY CHANGE ORDER REQUESTS, SITE REVISIONS, AND PAY REQUESTS MUST BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD.
27. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING AS NEEDED THROUGHOUT ALL CONSTRUCTION ACTIVITIES COVERED BY THESE PLANS. DEWATERING SHALL BE DONE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, 2022 EDITION, SECTION 120.
28. THE CONTRACTOR IS RESPONSIBLE FOR THE PERFORMANCE AND COST OF ALL CLEARING AND GRUBBING AND ALL WORK OF REMOVAL, DISPOSAL, AND REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS WHERE SHOWN IN THE PLANS, OR ORDERED BY THE ENGINEER TO BE REMOVED, OR WHERE REQUIRED BECAUSE OF THE CONSTRUCTION OPERATIONS, IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS (THIS INCLUDES BUT IS NOT LIMITED TO PROPOSED PIPING, STRUCTURES, UTILITIES, PAVING, CURBING, ETC.).
29. AN AS-BUILT SURVEY MAY BE REQUIRED BY REGULATORY AGENCIES. CONTRACTOR TO COORDINATE WITH PROJECT OWNER FOR COMPLETION OF AS-BUILT SURVEYS PRIOR TO PROJECT / PERMIT CLOSE-OUT.

MAINTENANCE OF TRAFFIC (MOT) NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR CREATING A MAINTENANCE OF TRAFFIC (MOT) PLAN FOR CONSTRUCTION ACTIVITY THAT OCCURS WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO SIDEWALK WORK AND ACTIVITIES THAT REQUIRE A LANE (OR ROAD) CLOSURE, SUCH AS CONNECTION TO SEWER MANHOLES AND WATER MAINS. THE MOT PLAN MUST BE CREATED BY A REGISTERED PROFESSIONAL ENGINEER WHO IS CERTIFIED TO DO SO BY THE FDOT MOT CERTIFICATION TRAINING. THE MOT PLAN MUST ALSO BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS , FDOT STANDARD SPECIFICATIONS, LCPWD SPECIFICATIONS AND/OR TOWN OF LADY LAKE MOT REQUIREMENTS PLANS AND MUST BE REVIEWED AND APPROVED BY THE TOWN OF LADY LAKE, AS REQUIRED.
2. THE CONTRACTOR SHALL SUBMIT THE MOT TO THE APPROPRIATE REGULATORY AUTHORITY PRIOR TO WORK REQUIRING THE MOT FOR APPROVAL. NO WORK IN THE ROW SHALL OCCUR UNTIL THE MOT IS APPROVED.

DEMOLITION GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO DISPOSE OF ALL DEMOLITION MATERIALS IN A SAFE AND LAWFUL MANNER. THE CONTRACTOR SHALL SALVAGE TO THE OWNER ANY ITEM AS DETERMINED BY THE OWNER. ONCE DEMOLISHED, MATERIAL SHALL BE DISPOSED OF PROPERLY AND IMMEDIATELY.
2. REMOVE ALL IMPROVEMENTS DEFINED ON THE DEMOLITION PLAN. SALVAGE ITEMS TO OWNER AS DEFINED BY THE OWNER'S REPRESENTATIVE AND CONSTRUCTION DOCUMENT SPECIFICATIONS.
3. EXISTING PAVEMENT AND SIDEWALK EDGES THAT BORDER NEW CONSTRUCTION OR DEMOLITION ARE TO BE SAW-CUT TO PROVIDE A SMOOTH TRANSITION.
4. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
5. ROOTS LARGER THAN 1 INCH IN DIAMETER ON TREES TO BE PRESERVED THAT ARE ENCOUNTERED DURING CONSTRUCTION MUST BE CUT CLEANLY AND COVERED OVER WITH SOIL BY THE END OF THE WORKING DAY.
6. ALL ASPHALT AND LIMEROCK WILL BE COMPLETELY REMOVED FROM AREAS THAT WILL BE LANDSCAPED. IN PARTICULAR, AREAS WHERE ASPHALT WILL BE REMOVED MUST HAVE THE TOP HARD SURFACE, LIMEROCK, AND COMPACTED SOIL REMOVED. REPLACEMENT SOIL SHALL BE CLEAN DEEP FILL OF PH 5.5 - 6.5. THE DEPTH OF UNCOMPACTED SOIL PRIOR TO PLANTING MUST BE AT LEAST 3 FEET TO ACCOMMODATE FUTURE TREE ROOT GROWTH. NO LIMEROCK, LARGE STONES, OR OTHER CONSTRUCTION DEBRIS CAN REMAIN IN AREAS TO BE LANDSCAPED.

PAVING, GRADING, AND DRAINAGE GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

   A. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS. A SILT BARRIER SHALL SPECIFICALLY BE REQUIRED, CONSTRUCTED, AND MAINTAINED AS INDICATED ON THIS SHEET. TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. SOD SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL. SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

   NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO SITE EXCAVATION AND SHALL REMAIN IN PLACE UNTIL SITE VEGETATION AND LANDSCAPING IS COMPLETE.

   B. ALL INLET STRUCTURES AND PIPE SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED BY THESE PLANS OR IN THE FDOT STANDARDS. IF SILTATION OCCURS, THE CONTRACTOR IS RESPONSIBLE TO REMOVE SILTATION AS PART OF THE BASE CONTRACT AT NO ADDITIONAL COST TO THE OWNER.

   C. EXCAVATED STORMWATER FACILITIES SHALL BE CONSTRUCTED AS PART OF THE INITIAL CONSTRUCTION. THE FACILITIES SHALL BE ROUGH GRADED TO THE DESIGN ELEVATIONS. AFTER THE CONTRIBUTING DRAINAGE AREA IS STABILIZED, THE FACILITIES BOTTOM SHALL BE OVER-EXCAVATED BY SIX INCHES, SCARIFIED, BACKFILLED WITH ARCHER FILL (HAVING NO MORE THAN 5% PASSING NO. 200 SIEVE), AND GRADED TO FINAL DESIGN GRADES. EXCESS AND UNSUITABLE SOILS SHALL BE REMOVED FROM THE BASIN (REMOVE ALL ACCUMULATED SILTS, CLAYS, ORGANIC, AND DEBRIS). FINALLY, SCARIFY AND RAKE BOTTOM AND VEGETATE.

   D. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.

   E. ALL SLOPES 1:3 OR STEEPER REQUIRE LAPPED OR PEGGED SOD.

   F. EROSION, SEDIMENT AND TURBIDITY CONTROL ARE THE RESPONSIBILITY OF THE CONTRACTOR. THESE DELINEATED MEASURES ARE THE MINIMUM REQUIRED, WITH ADDITIONAL CONTROLS TO BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATION.

   G. ALL SYNTHETIC BALES, SILT FENCE, AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
2. THE CONTRACTOR SHALL MAINTAIN IN HIS POSSESSION A COPY OF THE WATER MANAGEMENT DISTRICT CONSTRUCTION PERMIT. HE SHALL BE RESPONSIBLE FOR ADHERENCE TO ALL CONDITIONS CONTAINED IN THE PERMIT.
3. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
4. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER AND OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM.
5. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.
6. GENERAL CONTRACTOR TO CONTACT ENGINEER OF RECORD AND THE OWNER REPRESENTATIVE 48 HOURS IN ADVANCE PRIOR TO BACKFILLING TRENCHES FOR FIELD INSPECTION AND PRIOR TO LAYING ASPHALT FOR FIELD INSPECTION.
7. CONTRACTOR IS TO SUBMIT FDOT APPROVED ASPHALT DESIGN MIXES TO THE OWNER'S REPRESENTATIVE AND ENGINEER OF RECORD BEFORE ANY WORK IS TO COMMENCE ON PROJECT. THE MIXTURE AT THE PLANT OR ON THE ROAD SHALL NOT EXCEED 335 DEGREES. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AND PROVIDE TEMPERATURE READINGS PRIOR TO LAYING ASPHALT.
8. AS DETERMINED NECESSARY AND DIRECTED BY GEOTECHNICAL OR ENGINEER OF RECORD, THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED LIMEROCK BASE, AND SHALL BACKFILL WITH FILL MATERIAL MEETING FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SEE FDOT INDEX 120-001 AND 120-002.
9. PROVIDE LEVEL PLATFORM IN FRONT OF ALL EGRESS DOORS. THE FLOOR SURFACE ON BOTH SIDES OF A DOOR SHALL BE AT THE SAME ELEVATION. THE FLOOR SURFACE OR LANDING ON EACH SIDE OF THE DOOR SHALL EXTEND FROM THE DOOR IN THE CLOSED POSITION A DISTANCE EQUAL TO THE DOOR WIDTH AND SHALL COMPLY WITH SECTION 4.13.6 MANEUVERING CLEARANCES AT DOORS OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
10. RAMPS SHALL HAVE LEVEL LANDINGS AT THE BOTTOM AND TOP OF EACH RAMP RUN. CURB RAMPS ARE NOT REQUIRED TO HAVE LANDINGS. LANDINGS SHALL HAVE THE FOLLOWING FEATURES:

    A. THE LANDING SHALL BE AT LEAST AS WIDE AS THE RAMP RUN LEADING TO IT.

    B. ALL LANDINGS ON RAMPS SHALL BE NOT LESS THAN 60" CLEAR, AND THE BOTTOM OF EACH RAMP SHALL HAVE NOT LESS THAN 72" OF STRAIGHT AND LEVEL CLEARANCE.

    C. IF RAMPS CHANGE DIRECTION AT LANDINGS, THE MINIMUM LANDING SIZE SHALL BE 60"X60". IF A RAMP RUN HAS A RISE GREATER THAN 6" OR A HORIZONTAL PROJECTION GREATER THAN 72" THEN IT SHALL HAVE HANDRAILS ON BOTH SIDES. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS. HANDRAILS SHALL BE SHOWN ON THE SITE PLAN.
11. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN AREAS DESIGNATED BY THE OWNER.
12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING RECORD DRAWINGS OR AS-BUILT SURVEY AS NOTED IN NOTE #29 UNDER SITE GENERAL NOTES.
13. ALL CONCRETE USED SHALL BE 3,000 PSI MINIMUM.
14. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES IN THE AREA OF REDEVELOPMENT SHALL BE PROTECTED AND TOPS ADJUSTED TO MATCH PROPOSED GRADES.
15. CONTRACTOR SHALL SAW CUT, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS ANY EXISTING PAVEMENT.
16. SOD SHALL BE PLACED AROUND ALL STRUCTURES AS DIRECTED BY FDOT INDEX 524-001 AND FDOT INDEX 425- AND 430- SERIES AS APPROPRIATE. ALL OTHER DISTURBED AREAS SHALL BE SEEDED AND MULCHED OR AS SHOWN ON PLANS.
17. ALL STORM SEWER CURB AND DITCH BOTTOM INLETS SHALL CONFORM TO THE APPLICABLE FDOT STANDARD PLANS ALL DRAINAGE STRUCTURES WITH GRATES THAT ARE LOCATED IN GRASSED AREAS SHALL HAVE THE GRATE CHAINED TO THE STRUCTURE USING AN EYE BOLT AND CHAIN.
18. ALL CONCRETE STRUCTURES SHALL HAVE ALL EXPOSED EDGES CHAMFERED 3/4" AND CLASS I SURFACE FINISH.
19. ALL HDPE FITTINGS AND CONNECTORS SHALL BE WATER TIGHT. SEE SPECIFICATIONS FOR MORE INFORMATION.
20. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY, UNLESS DIRECTED OTHERWISE BY THE ENGINEER OF RECORD.
21. ALL RCP PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 430.

ELECTRIC SERVICE GENERAL NOTES

1. ALL ELECTRICAL UTILITIES AND INFORMATION SHOWN ON THE CIVIL PLANS ARE FOR LOCATION AND COORDINATION PURPOSES ONLY. REFER TO ELECTRICAL PLANS BY OTHERS FOR THE ELECTRICAL DESIGN AND DETAILS.
2. ELECTRIC DESIGN PROVIDED BY SECO .

WATER AND WASTEWATER GENERAL NOTES

1. MATERIALS AND CONSTRUCTION METHODS FOR WATER AND WASTEWATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY CODES, PLANS, AND SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO. APPROVAL AND CONSTRUCTION OF ALL UTILITY EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE REGULATORY AGENCY DEPARTMENT FOR PUBLIC UTILITIES.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
3. THE CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY UTILITY FIELD LOCATION AND RELOCATION AS REQUIRED.
4. THE COST OF ALL TESTING OF COMPACTION AND OTHER REQUIRED TESTS SHALL BE PAID BY THE CONTRACTOR AND MADE AVAILABLE TO THE ENGINEER OF RECORD DURING SITE INSPECTIONS.
5. THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXFILTRATION TEST ON GRAVITY SEWERS IN ACCORDANCE WITH THE REGULATORY JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF PARTIES US THE CONTRACTOR'S RESPONSIBILITY.
6. ALL FORCE MAINS SHALL BE SUBJECT TO A HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
7. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER AND OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM.
8. A HORIZONTAL SEPARATION OF TEN FEET PREFERRED, BUT NO LESS THAN SIX FEET, SHALL BE MAINTAINED BETWEEN POTABLE WATER MAINS AND GRAVITY OR PRESSURE WASTEWATER MAINS, WASTEWATER FORCE MAINS, AND RECLAIMED WATER MAINS NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. A HORIZONTAL SEPARATION OF TEN FEET PREFERRED, BUT NO LESS THAN THREE FEET, SHALL BE MAINTAINED BETWEEN POTABLE WATER MAINS AND VACUUM WASTEWATER MAINS. A HORIZONTAL SEPARATION OF THREE FEET SHALL BE MAINTAINED BETWEEN POTABLE WATER MAINS AND STORM SEWERS, STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
9. WHEN POTABLE WATER MAINS CROSS OTHER PIPES, THE TWO PIPES SHALL HAVE JOINTS A MINIMUM OF SIX FEET FROM THE CROSSING. WHEN POTABLE WATER MAINS CROSS UNDERNEATH OTHER PIPES, THE MINIMUM VERTICAL SEPARATION IS TWELVE INCHES. WHEN POTABLE WATER MAINS CROSS ABOVE PRESSURE WASTEWATER MAINS, WASTEWATER FORCE MAINS, AND RECLAIMED WATER MAINS, THE MINIMUM VERTICAL SEPARATION IS TWELVE INCHES. WHEN POTABLE WATER MAINS CROSS ABOVE GRAVITY AND VACUUM WASTEWATER MAINS, STORM SEWERS, AND STORMWATER FORCE MAINS, THE PREFERRED VERTICAL SEPARATION IS TWELVE INCHES AND THE THE MINIMUM VERTICAL SEPARATION IS SIX INCHES.
10. ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
11. RESTRAINED JOINTS SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS IN ACCORDANCE WITH AWWA STANDARDS.
12. ALL UTILITY PIPING SHALL BE PER CHAPTER, SECTION 14.5 OF THE TOWN LAND DEVELOPMENT CODE.
13. THE SITE WORK CONTRACTOR SHALL ENGAGE THE SERVICES OF A LICENSED UNDERGROUND UTILITY AND EXCAVATION CONSTRACTOR TO INSTALL ALL UNDERGROUND PIPING.
14. ALL SANITARY SEWER SERVICE LATERALS SHALL BE 6" PVC SDR 35 WITH A CLEAN-OUT LOCATED PER THE PLANS. MINIMUM SLOPE FOR 6" LATERALS SHALL BE 1.0% AND A MINIMUM CLEANOUT SPACING OF 100 FEET ON-CENTER.
15. PUBLIC UTILITY EASEMENTS WILL BE PROVIDED AS REQUIRED FOR ALL UTILITIES SHOWN HEREON BY PLAT IN ACCORDANCE WITH THE REGULATORY AGENCY DEPARTMENT FOR PUBLIC UTILITIES.

11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075
CHW Professional Consultants

SCALE N/A
VERIFY SCALE: BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CONSTRUCTION/BID REVISIONS

SUBMITTALS:
11/20/2023 SUBMITTAL TO TOWN OF LADY LAKE
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: GENERAL NOTES
TECHNICIAN: DJS
DESIGNER: DJS/CCM
QUALITY CONTROL: RJW
PROJECT NUMBER: 22-0090.02C
ROBERT J. WALPOLE
FL PE No. 58206
SHEET NO. C0.10

ROBERT JUSTIN WALPOLE ★ LICENSE No. 58206 ★ STATE OF FLORIDA ★ PROFESSIONAL ENGINEER
FEB 14 2024

Tech: dovids Plot Date: Feb 12,2024 3:58pm Filename: N:\2022\22-0090\Departments\04_Engineering\02_DWGs\Production Files\PHASE 1A AMENITY CENTER\C0.10 NT_22-0090.dwg

ABBREVIATIONS

SYMBOLS

- ' FEET (WHEN USED WITH LENGTHS)
- ° DEGREES
- ' MINUTES (WHEN USED WITH ANGLES)
- " SECONDS
- % PERCENT
- @ AT

A

- AASHTO ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
- AC ACRES
- ADA AMERICAN WITH DISABILITIES ACT
- ANSI AMERICAN NATIONAL STANDARDS INSTITUTE
- ARCH ARCHITECT
- ARV AIR RELEASE VALVE
- ASTM AMERICAN SOCIETY FOR TESTING AND MATERIALS
- AWWA AMERICAN WATER WORKS ASSOCIATION

B

- BC BACK OF CURB
- BFP BACKFLOW PREVENTER
- BLDG BUILDING
- BM BENCHMARK
- BMP BEST MANAGEMENT PRACTICE
- BOC BACK OF CURB
- BVCS BEGIN VERTICAL CURVE STATION
- BVCE BEGIN VERTICAL CURVE ELEVATION
- BW BOTTOM OF WALL
- BSL BUILDING SETBACK LINE

C

- CATV CABLE TELEVISION
- CI CURB INLET
- CIP CAST IRON PIPE
- CLDIP CEMENT LINE DUCTILE IRON PIPE
- CMP CORRUGATED METAL PIPE
- CO CLEANOUT
- CONC CONCRETE
- COORD COORDINATE
- CR COUNTY ROAD
- C/O CLEANOUT

D

- DBH DIAMETER AT BREAST HEIGHT
- DE DRAINAGE EASEMENT
- DEG DEGREE
- DIA DIAMETER
- DIP DUCTILE IRON PIPE
- DWG DRAWING

E

- e RATE OF ELEVATION
- E EAST
- EA EACH
- EL ELEVATION
- ELEV ELEVATION
- EOP EDGE OF PAVEMENT
- EOR ENGINEER OF RECORD
- ERCP ELLIPTICAL REINFORCED CONCRETE PIPE
- ESMT EASEMENT
- EVCS END VERTICAL CURVE STATION
- EVCE END VERTICAL CURVE ELEVATION
- EX EXISTING

F

- FAC FLORIDA ADMINISTRATIVE CODE
- FBR FLORIDA BEARING RATIO
- FC FRICTION COURSE
- FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- FFE FINISHED FLOOR ELEVATION
- FH FIRE HYDRANT
- FHWA FLORIDA HIGHWAY ADMINISTRATION
- FIG FIGURE
- FM FORCE MAIN
- FOC FACE OF CURB
- FS FLORIDA STATUTES
- FT FEET

G

- GALV GALVANIZED
- GM GAS MAIN
- GV GATE VALVE

H

- HDPE HIGH DENSITY POLYETHYLENE
- HP HIGH POINT

I

- ID IDENTIFICATION
- INV INVERT
- INV EL INVERT ELEVATION
- IP IRON PIPE

K

- K VERTICAL CURVE RATE OF CHANGE

L

- L LENGTH
- LA LANDSCAPE ARCHITECT
- LBR LIMEROCK BEARING RATIO
- LDR LAND DEVELOPMENT REGULATION
- LF LINEAR FEET
- LP LOW POINT
- LT LEFT

M

- MAX MAXIMUM
- ME MATCH EXISTING
- MH MANHOLE
- MIN MINIMUM
- MISC MISCELLANEOUS
- MJ MECHANICAL JOINT
- MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

N

- N NORTH
- N-E NORTHING - EASTING
- N/A NOT APPLICABLE
- NAVD NORTH AMERICAN VERTICAL DATUM OF 1988
- NGVD NATIONAL GEODETIC VERTICAL DATUM OF 1929
- NO NUMBER
- NPDES NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
- NTS NOT TO SCALE

O

- OC ON CENTER
- OHW OVERHEAD WIRE
- ORB OFFICIAL RECORDS BOOK
- OSHA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

P

- PAVT PAVEMENT
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVE
- PE POLYETHYLENE
- PERF PERFORATED
- PROP PROPOSED
- PT POINT OF TANGENCY
- PVC POLYVINYL CHLORIDE
- PUE PUBLIC UTILITY EASEMENT
- PVI POINT OF VERTICAL INTERSECTION

R

- R RADIUS
- RCP REINFORCED CONCRETE PIPE
- RPM RAISED REFLECTIVE PAVEMENT MARKER
- RPZ REDUCED PRESSURE ZONE
- RT RIGHT
- RWM RECLAIMED WATER MAIN
- R/W RIGHT-OF-WAY

S

- S SOUTH
- SAN SANITARY
- SHWE SEASONAL HIGH WATER ELEVATION
- SF SILT FENCE
- SL SLOPE
- SP SUPERPAVE
- SR STATE ROAD
- SS SANITARY SEWER
- ST STORM
- STA STATION
- STD STANDARD

T

- TB TREE BARRICADE
- TCE TEMPORARY CONSTRUCTION EASEMENT
- TEMP TEMPORARY
- TOB TOP OF BANK
- TV TELEVISION
- TW TOP OF WALL
- TYP TYPICAL

U

- USF UNITED STATES FOUNDRY
- USGS UNITED STATES GEOLOGICAL SURVEY
- UTIL UTILITY

V

- V VERTICAL
- VC VERTICAL CURVE
- VCP VITRIFIED CLAY PIPE

W

- W WEST
- W WATER
- W/ WITH
- WM WATER MAIN
- WW WASTEWATER
- WWF WELDED WIRE FABRIC

SIGNAGE

SIGNS ARE PER FDOT SPECIFICATIONS OR PER MUTCD. SIGN POSTS AND INSTALLATION SHALL BE PER FDOT INDEX NO. 700-010. SIGN PLACEMENT SHALL BE PER FDOT INDEX NO. 700-101.

- FTP-20-06 (12" X 18") PER FDOT INDEX NO. 700-102
- STOP — R1-1 "STOP" - SEE PLANS FOR SIZE

SITE INFORMATION

- EX. PROPERTY LINE
- LANDSCAPE BUFFER LINE
- BUILDING SETBACK LINE
- WETLAND LIMITS LINE
- WETLAND SETBACK LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SF — SF — SILT FENCE LINE
- TB — TB — TREE BARRICADE LINE
- EX. STRUCTURE OR BUILDING
- PROPOSED BUILDING
- PROPOSED ASPHALTIC PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED DETECTABLE WARNING SURFACE
- DIRECTIONAL TRAFFIC ARROW PER FDOT INDEX NO. 17346
- WATERSHED DIVIDE
- 99 EX. ELEVATION CONTOUR
- 99 PROPOSED CONTOUR
- 93.2× EX. SPOT ELEVATION
- 93.23 PROPOSED SPOT ELEVATION
- DIRECTION OF SURFACE DRAINAGE FLOW
- PROPOSED SWALE LINE
- x — x EX. FENCE
- PROPOSED FENCE
- 12" PINE EX. TREE (SIZE & TYPE)
- 1234 EX. TREE (TREE ID)
- 12" PINE EX. TREE TO BE REMOVED (SIZE & TYPE)
- 1234 EX. TREE TO BE REMOVED (TREE ID)
- PROJECT BENCHMARK

STORMWATER

THE PROPOSED STORMWATER STRUCTURES DEPICTED BELOW ARE DRAWN PER FDOT" SPECIFICATIONS AND TO SCALE WHEN SHOWN ON THE PLAN SHEETS.

- ST — ST — EX. GRAVITY STORMWATER MAIN
- P-ST — PROPOSED GRAVITY STORMWATER MAIN (PIPE LENGTHS ARE FROM N-E LOCATION OF A STRUCTURE TO N-E LOCATION OF A STRUCTURE)
- ST EX. STORMWATER MANHOLE
- N-E LOCATION, TOP/RIM ELEV. LOCATION — PROPOSED 48" DIA. STORMWATER MANHOLE PER FDOT INDEX. NO. 425-001 AND 425-010
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED CIRCULAR AREA DRAIN
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED SQUARE AREA DRAIN
- N-E LOCATION, TOP ELEV. LOCATION — PROPOSED TYPE 1 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP ELEV. LOCATION — PROPOSED TYPE 2 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP ELEV. LOCATION — PROPOSED TYPE 3 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP ELEV. LOCATION — PROPOSED TYPE 4 CURB INLET TOP PER FDOT INDEX NO. 425-020 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP ELEV. LOCATION — PROPOSED TYPE 5 CURB INLET TOP PER FDOT INDEX NO. 425-021 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP ELEV. LOCATION — PROPOSED TYPE 6 CURB INLET TOP PER FDOT INDEX NO. 425-021 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 9 CURB INLET TOP PER FDOT INDEX NO. 425-024 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'C' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'D' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'E' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'F' DITCH BOTTOM INLET TOP WITH STEEL GRATE PER FDOT INDEX NO. 425-053 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'G' DITCH BOTTOM INLET TOP WITH STEEL GRATE PER FDOT INDEX NO. 425-053 (SEE PLANS FOR BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'H' DITCH BOTTOM INLET TOP PER FDOT INDEX NO. 425-052 (SEE PLANS FOR GRATE MATERIAL AND BOTTOM SPECIFICATION)
- N-E LOCATION, TOP/GRATE ELEV. LOCATION — PROPOSED TYPE 'J' DITCH BOTTOM INLET TOP WITH STEEL GRATE PER FDOT INDEX NO. 425-054 (SEE PLANS FOR BOTTOM SPECIFICATION)
- PIPE INV. LOCATION, N-E LOCATION — PROPOSED U-TYPE CONCRETE ENDWALLS WITH GRATES PER FDOT INDEX NO. 430-010 (SEE PLANS FOR SIZE)
- N-E LOCATION, INV. ELEV. LOCATION — PROPOSED FLARED END SECTION PER FDOT INDEX NO. 430-020 (SEE PLANS FOR SIZE)
- N-E LOCATION, PIPE INV. ELEV. LOCATION — PROPOSED CROSS DRAIN MITERED END SECTION PER FDOT INDEX NO. 430-021 (SEE PLANS FOR SIZE)
- N-E LOCATION, PIPE INV. ELEV. LOCATION — PROPOSED SIDE DRAIN MITERED END SECTION PER FDOT INDEX NO. 430-022 (SEE PLANS FOR SIZE)
- S-10 PROPOSED STORMWATER STRUCTURE ID TAG

POTABLE AND RECLAIMED WATER

- W — W — EX. POTABLE WATER MAIN
- P-W — PROPOSED POTABLE WATER MAIN
- RCW — RCW — EX. RECLAIMED WATER MAIN
- P-RCW — PROPOSED RECLAIMED WATER MAIN
- 11.25° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- 22.5° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- 45° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- 90° BEND W/ MECHANICALLY RESTRAINED JOINTS (POTABLE AND RCW)
- TEE (POTABLE AND RCW)
- CROSS (POTABLE AND RCW)
- BLOWOFF ASSEMBLY (POTABLE AND RCW)
- REDUCER (POTABLE AND RCW)
- EX. GATE VALVE AND BOX (POTABLE AND RCW)
- PROPOSED GATE VALVE AND BOX (POTABLE AND RCW)
- EX. AIR RELEASE VALVE (POTABLE AND RCW)
- PROPOSED AIR RELEASE VALVE (POTABLE AND RCW)
- EX. FIRE HYDRANT ASSEMBLY
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED SAMPLE POINT
- EX. WATER METER (POTABLE AND RCW)
- PROPOSED POTABLE WATER METER
- PROPOSED POTABLE WATER BACK FLOW PREVENTER
- PROPOSED RECLAIMED WATER METER
- EX. WATER WELL
- EX. HOSE BIB (POTABLE AND RECLAIMED)
- PROPOSED HOSE BIB (POTABLE AND RECLAIMED)
- 11 PROPOSED FITTING ID TAG (POTABLE AND RECLAIMED)

WASTEWATER

- WW — WW — EX. GRAVITY WASTEWATER MAIN
- P-WW — PROPOSED GRAVITY WASTEWATER MAIN (PIPE LENGTHS ARE FROM N-E LOCATION OF A STRUCTURE TO N-E LOCATION OF A STRUCTURE)
- FM — FM — EX. WASTEWATER FORCE MAIN
- P-FM — PROPOSED WASTEWATER FORCE MAIN
- EX. WASTEWATER MANHOLE
- N-E LOCATION, RIM ELEV. LOCATION — PROPOSED WASTEWATER MANHOLE
- EX. WASTEWATER CLEANOUT
- PROPOSED WASTEWATER CLEANOUT
- PROPOSED WASTEWATER GREASE TRAP
- MH# PROPOSED WASTEWATER MANHOLE ID
- 11.25° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- 22.5° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- 45° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- 90° BEND W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- WYE W/ MECHANICALLY RESTRAINED JOINTS (WW FORCE MAIN)
- EX. PLUG VALVE AND BOX (WW FORCE MAIN)
- PROPOSED PLUG VALVE AND BOX (WW FORCE MAIN)
- EX. AIR RELEASE VALVE (WW FORCE MAIN)
- PROPOSED AIR RELEASE VALVE (WW FORCE MAIN)

MISCELLANEOUS UTILITIES

THE PROPOSED UTILITIES BELOW ARE DESIGN BY OTHERS AND ARE DEPICTED FOR COORDINATION PURPOSES ONLY. REFER TO PLANS BY OTHERS FOR EXACT LOCATIONS, DIMENSION, AND DETAILS.

- P-ATT — PROPOSED AT&T LINE
- BC — BC — EX. BURIED CABLE LINE
- P-BC — PROPOSED BURIED CABLE LINE
- BTEL — EX. BURIED TELEPHONE LINE
- P-TEL — PROPOSED TELEPHONE LINE
- CATV — EX. CABLE TELEVISION LINE
- P-TV — PROPOSED CABLE/TELEVISION LINE
- FO — FO — EX. FIBER OPTIC LINE
- UGTEL — EX. UNDERGROUND TELEPHONE LINE
- te EX. TELEPHONE PEDESTAL
- EX. TELEVISION/CABLE PEDESTAL
- CHW — CHW — EX. CHILLED WATER MAIN
- P-CHW — PROPOSED CHILLED WATER MAIN
- FIRE — EX. FIRE MAIN
- P-FIRE — PROPOSED FIRE MAIN
- IRR — IRR — EX. IRRIGATION LINE
- P-IRR — PROPOSED IRRIGATION LINE
- STEAM — EX. STEAM LINE
- P-STEAM — PROPOSED STEAM LINE
- P-CLAY — PROPOSED CLAY ELECTRIC LINE
- E — E — EX. ELECTRIC LINE
- P-E — PROPOSED ELECTRIC LINE
- EN — EN — EX. ENERGY LINE
- P-LIGHT — PROPOSED PRIVATE LIGHTING LINE
- OHW — OHW — EX. OVERHEAD WIRE LINE
- UGE — UGE — EX. UNDERGROUND ELECTRIC LINE
- EX. LIGHT
- EX. UTILITY POLE
- EX. UTILITY POLE
- EX. WOOD POWER POLE
- EX. GUY ANCHOR
- T PROPOSED TRANSFORMER
- GAS — GAS — EX. GAS LINE
- P-GAS — PROPOSED GAS LINE
- EX. GAS MARKER
- G EX. GAS MARKER

NOTES:
1. THIS LEGEND IS ALL INCLUSIVE AND MAY INCLUDE ITEMS NOT PART OF THIS PLAN SET.
2. SYMBOLS SHOWN ON THIS SHEET ARE FOR ILLUSTRATIVE PURPOSES ONLY. UNLESS NOTED OTHERWISE, SYMBOLS IN THESE PLANS MAY NOT BE REPRESENTATIVE OF SIZE.

ROBERT JUSTIN WALPOLE LICENSE No. 58206 STATE OF FLORIDA PROFESSIONAL ENGINEER FEB 14 2024

CHW Professional Consultants
11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA
CA-5075

SCALE: N/A
VERIFY SCALE: BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

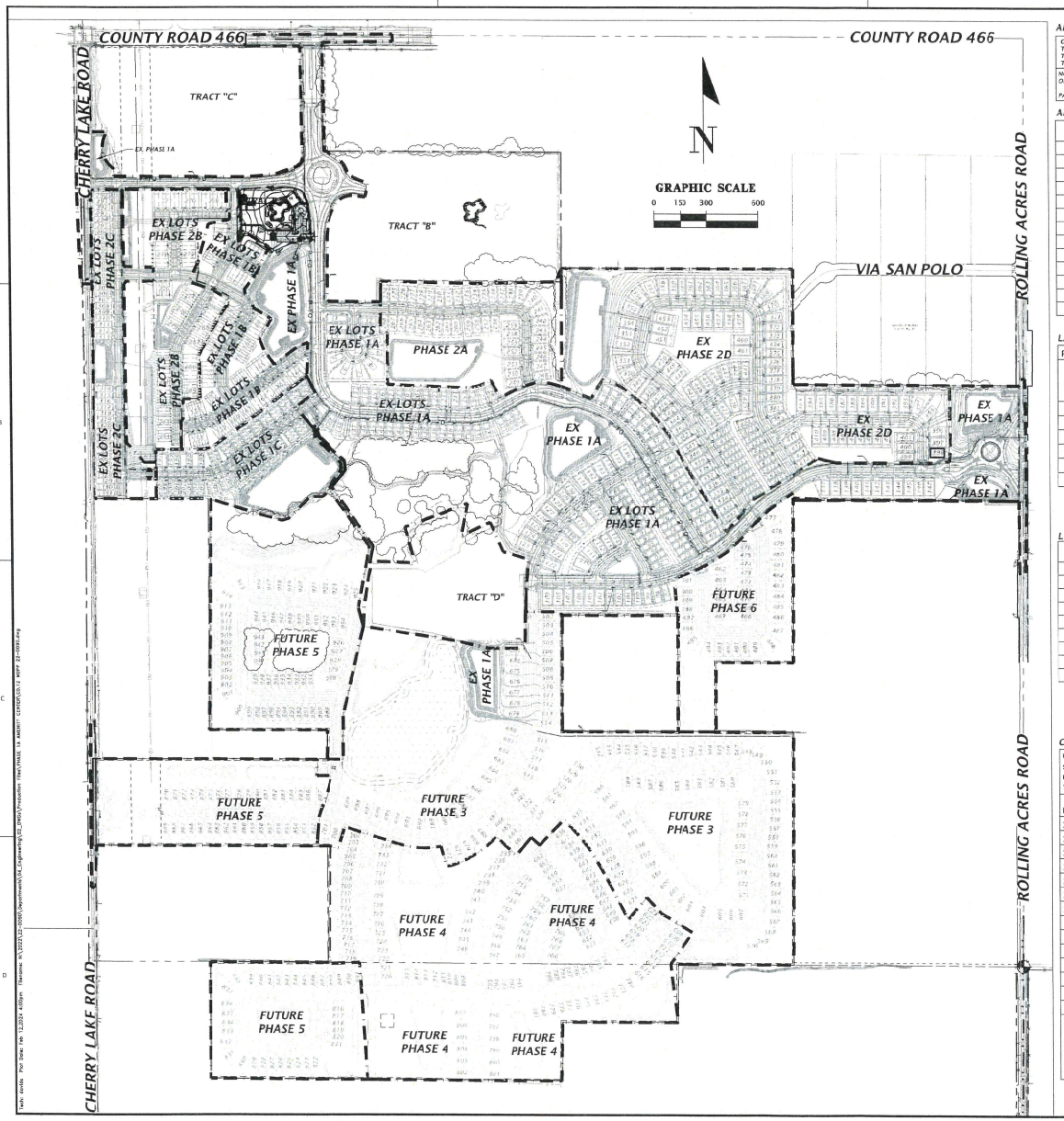
CONSTRUCTION/BID REVISIONS

SUBMITTALS:
11/20/2023 SUBMITTAL TO TOWN OF LADY LAKE
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: LEGEND

TECHNICIAN: DJS
DESIGNER: DJS/CCM
QUALITY CONTROL: RJW
PROJECT NUMBER: 22-0090.02C
ROBERT J. WALPOLE
FL PE No. 58206
SHEET NO. C0.11

Tech: davids Plot Date: Feb 12,2024 3:58pm Filename: N:\2022\22-0090\Departments\04_Engineering\02_DWGs\Production Files\PHASE 1A AMENITY CENTER\C0.11_LG_22-0090.dwg



APPROVED PD (OVERALL)

OVERALL SITE AREA- 377.87 ACRES TOTAL OPEN SPACE - 172.10 ACRES TOTAL LOT AREA - 146.30 ACRES TOTAL PAE - 59.47 ACRES
NOTE: OPEN SPACE INCLUDES ALL BUFFERS, AMENITY AREAS, COMMON AREAS, AND STORM WATER AREAS. PAE ARE THE PUBLIC ACCESS EASEMENTS OVER THE ROADWAYS WHICH ARE ALL PRIVATE AND OWNED BY THE HOA.

APPROVED LOT MIX

	MARKET RATE			AGE RESTRICTED			
PHASE #	TOWNS	35'	50'	40'	50'	60'	TOTALS
1A	0	0	49	31	35	32	147
1B	114	0	0	0	0	0	114
1C	0	54	0	0	0	0	54
2A	0	0	45	0	0	0	45
2B	116	0	0	0	0	0	116
2C	0	42	0	0	0	0	42
2D	0	0	0	21	69	40	130
3	0	0	0	1	90	64	155
4	0	0	0	92	54	14	160
5	0	0	0	46	81	12	139
6	0	0	0	1	26	13	40
TOTALS:	230	96	94	192	355	175	1142

LAND USES BY PHASE (PROPOSED OR APPROVED)

PHASE #	SITE AREA (ac	OPEN SPACE (ac	LOT AREA (ac)	PAE (ac)	#LOTS	NOTES
1A	139.48	102.54	23.65	18.27	147	2 -AMENITY AREAS 2- LIFTSTATIONS 7-STORM MANAGEMENT FACILITIES 3- ROADWAY CONNECTIONS
1B	11.08	3.73	5.36	3.00	114	N/A
1C	6.51	0.67	5.09	1.11	54	N/A
2A	14.20	6.25	6.54	1.41	45	N/A
2B	16.36	8.65	5.28	2.43	114	N/A
2C	7.93	1.86	3.88	2.19	42	N/A
2D	41.10	13.38	22.07	5.65	130	N/A

LOT MATRIX (PROPOSED OR APPROVED)

	MARKET RATE			AGE RESTRICTED			
PHASE #	TOWNS	35'	50'	40'	50'	60'	TOTALS
1A	0	0	49	31	35	32	147
1B	114	0	0	0	0	0	114
1C	0	54	0	0	0	0	54
2A	0	0	45	0	0	0	45
2B	114	0	0	0	0	0	114
2C	0	42	0	0	0	0	42
2D	0	0	0	21	69	40	130
TOTALS:	228	96	94	52	104	72	646

OPEN SPACE & AMENITY CALCULATIONS (PROPOSED OR APPROVED)

Ordinance No. 2021-25 that enacted the PD of the subject property requires 25% open space of which 5% shall be utilized as Activity Based Recreational Area (ABRA). The PD requires each phase to stand alone or not be in a deficit, meaning a prior phase may accommodate the required open space and ABRA but not a future phase. The below calculations illustrate the requirements per phase.

PHASE	AREA	REQUIRED OPEN SPACE	PROVIDED OPEN SPACE	RIQUIRED ABRA	PROVIDED ABRA
1A	139.48	34.87	102.54	1.74	12.66
1B	11.08	2.77	3.73	0.14	0
1C	6.51	1.63	0.67	0.03	0
2A	14.20	3.55	6.25	0.31	0
2B	16.36	4.09	8.65	0.43	0
2C	7.93	1.98	1.86	0.09	0
2D	41.10	10.28	13.38	0.67	0
Total	236.66	59.17	137.08	3.42	12.66

Note:
The ABRA is met via two large amenity centers both well in excess of the 13,000 SF and delineated on the plans as " Amenity Centers" and shall include at a minimum pickle ball, tennis, bocce, swimming pools, playgrounds, BBQ grills, fire pits, picnic tables, paved walking and jogging trails and other customary amenities. Both proposed amenity areas are platted within phase 1A and serve the entire development therefore the ABRA is met for the development overall.

1801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1985 FLORIDA CA-5075
CHW
Professional Consultants

SCALE: 1"=300'

DRAWN BY: KSA
CHK'D BY: KSA
APP'D BY: JWW
THESE PLANS AND DESIGNS ARE THE PROPERTY OF CHW PROFESSIONAL CONSULTANTS

CONSTRUCTION REVISIONS

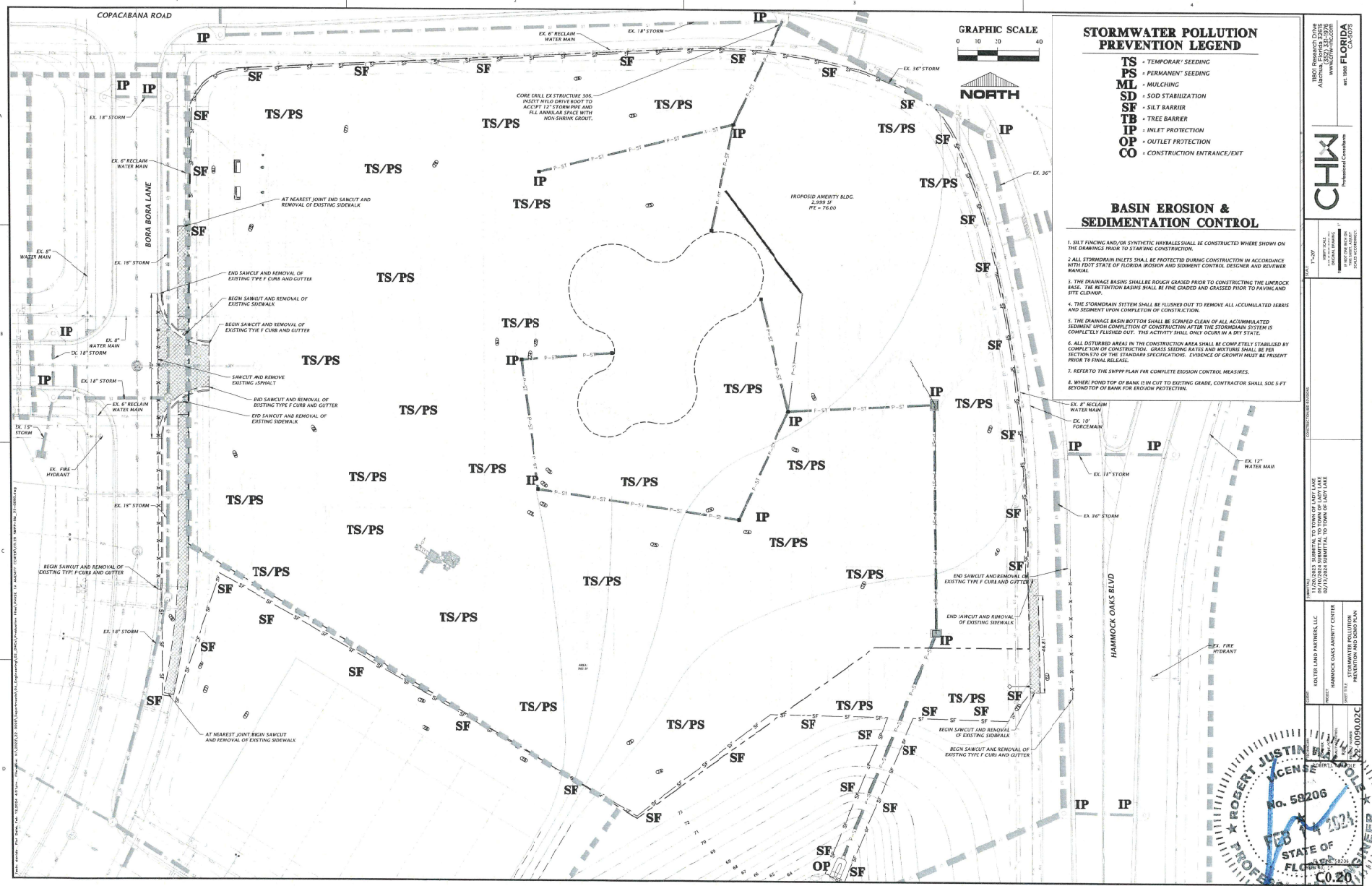
SUBMITTED
11/10/2023 SUBMITTAL TO TOWN OF LADY LAKE
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE

CLIENT: ROLLTEK LAND PARTNERS, LLC
PROJECT: LAKEWOOD VILLAGE AMENITY CENTER
SHEET TITLE: MASTER DEVELOPMENT PLAN

PROJECT NUMBER: 22-0090.02C

SHEET NO. C0.12

ROBERT JUSTIN WALDEN
LICENSE
No. 58206
STATE OF FLORIDA
PROFESSIONAL ENGINEER
FEB 14 2024



CHW
1801 Research Drive
Aberdeen, Florida 32455
(352) 331-1976
www.chwinc.com
est. 1985 FLORIDA
Professional Consultants
CA-29525

SCALE: 1"=20'
VERIFY SCALE
IF BAR DOES NOT MEASURE AS SHOWN ON THIS ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

CONSTRUCTION PLANS SUBMITTAL

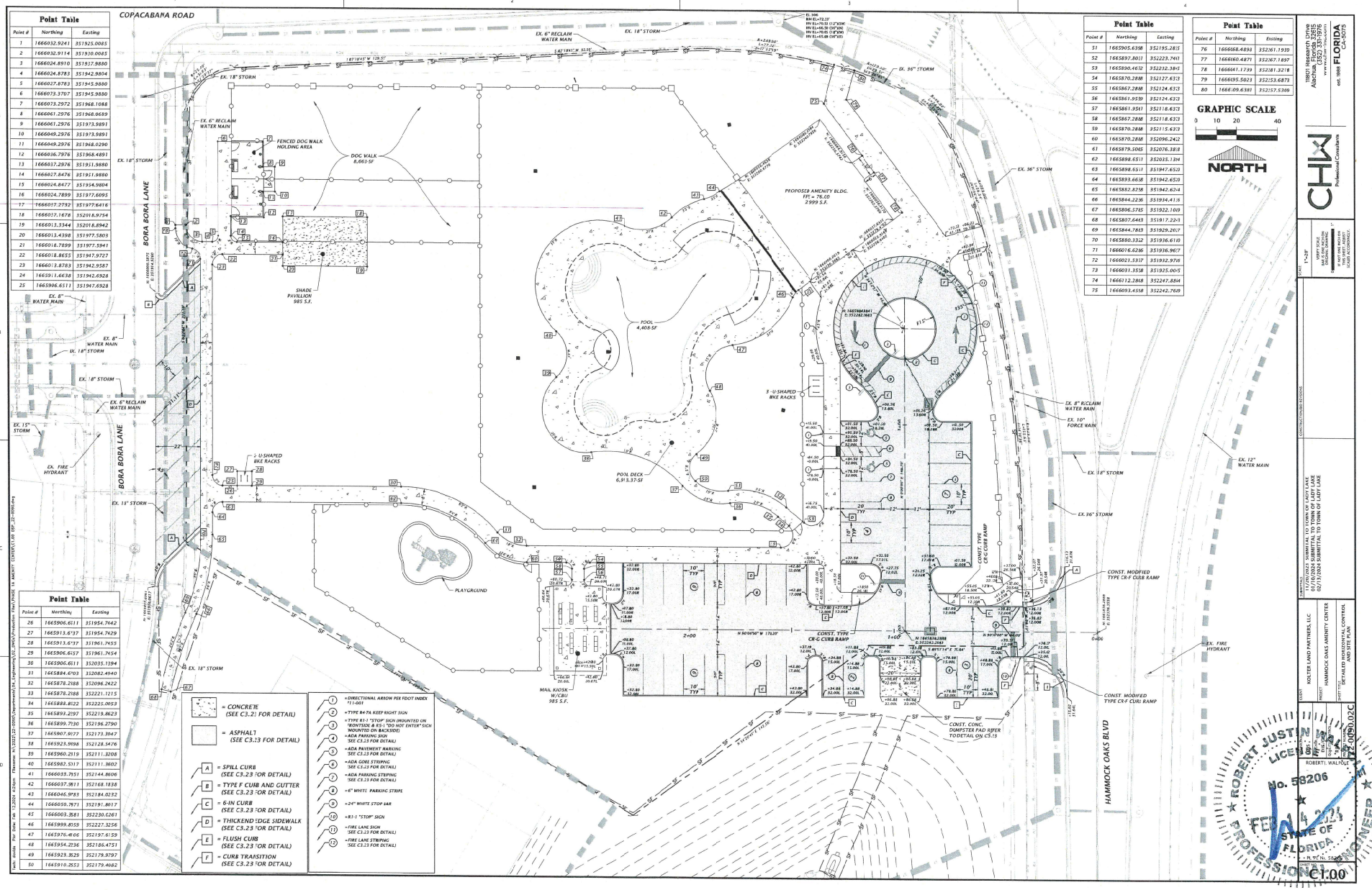
SUBMITTALS
11/20/2023 SUBMITTAL TO TOWN OF LADY LAKE
01/12/2024 RESUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: STORMWATER POLLUTION PREVENTION AND DEMO PLAN

DESIGNED: RJS
DRAWN: BC
CHECKED: RJS
PROJECT NO: 22-0090.02C

ROBERT JUSTIN SCHOLE
LICENSE No. 58206
FEB 14 2024
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET NO: C0.20



Point Table

Point #	Northing	Easting
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3	1666024.8916	351937.9880
4	1666024.8783	351942.9804
5	1666027.8783	351945.9880
6	1666073.3707	351945.9880
7	1666073.2972	351968.1088
8	1666061.2976	351968.0689
9	1666061.2976	351973.9891
10	1666049.2976	351973.9891
11	1666049.2976	351968.0290
12	1666036.7976	351968.4891
13	1666037.2976	351951.9880
14	1666027.8476	351951.9880
15	1666024.8477	351934.9804
16	1666024.7899	351977.6095
17	1666037.2782	351977.6416
18	1666037.1678	352018.9754
19	1666013.3344	352018.8942
20	1666013.4398	351977.5803
21	1666018.7899	351977.5941
22	1666018.8655	351947.9727
23	1666013.8783	351942.9587
24	1665911.6638	351942.6928
25	1665906.6511	351947.6928

Point Table

Point #	Northing	Easting
26	1665906.6111	351954.7442
27	1665913.6737	351954.7429
28	1665913.6737	351961.7455
29	1665906.6157	351961.7454
30	1665906.6111	352035.1394
31	1665884.6703	352082.4940
32	1665878.2188	352096.2422
33	1665878.2188	352221.1215
34	1665888.8122	352225.0053
35	1665893.2197	352219.8623
36	1665899.7130	352196.2790
37	1665907.9177	352173.3047
38	1665923.9198	352128.5476
39	1665960.2119	352111.3208
40	1665982.5317	352111.3602
41	1666033.7951	352144.8606
42	1666037.9811	352168.1838
43	1666046.9783	352184.0232
44	1666050.7971	352191.8017
45	1666003.3581	352230.0261
46	1665999.8559	352227.3256
47	1665976.4106	352197.6159
48	1665954.2236	352186.4751
49	1665923.3529	352179.9797
50	1665910.2553	352179.4082

Point Table

Point #	Northing	Easting
51	1665905.6398	352195.2815
52	1665897.8013	352223.7441
53	1665890.4612	352232.3845
54	1665870.2888	352127.6313
55	1665867.2888	352124.6313
56	1665861.9559	352124.6313
57	1665861.9561	352118.6313
58	1665867.2888	352118.6313
59	1665870.2888	352115.6313
60	1665870.2888	352096.2412
61	1665879.5065	352076.3818
62	1665898.6511	352035.1394
63	1665898.6511	351947.6510
64	1665893.6638	351942.6510
65	1665882.8258	351942.6244
66	1665844.2236	351934.4116
67	1665806.5715	351922.1019
68	1665807.6443	351917.2243
69	1665844.7813	351929.2017
70	1665880.3322	351936.6110
71	1666016.6236	351936.9677
72	1666021.5317	351932.9716
73	1666031.3558	351925.0065
74	1666112.2868	352247.8844
75	1666093.4558	352242.7649

Point Table

Point #	Northing	Easting
76	1666668.4898	352161.1939
77	1666660.4871	352267.1897
78	1666641.1739	352181.3218
79	1666695.5023	352153.6873
80	1666.09.6381	352157.5369

GRAPHIC SCALE
0 10 20 40
NORTH

TEBO Tillmann Consulting
Alachua, Florida 32615
(352) 331-1976
www.tebo-tillmann.com
CHW
Professional Consultants
est. 1988 FLORIDA CA 30175

CASE: 1"=30'

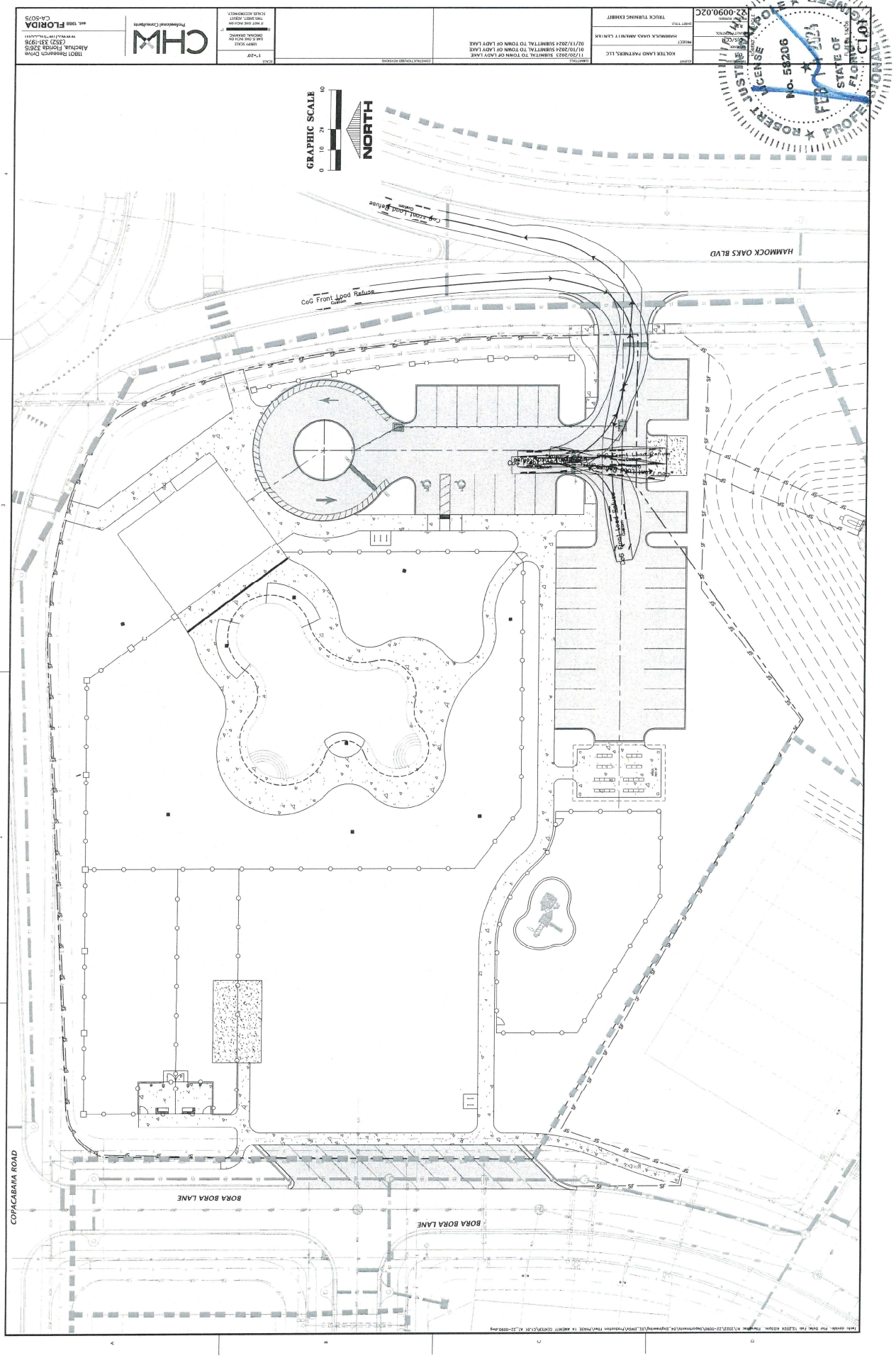
CONSTRUCTION DOCUMENTS REVISIONS
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS SENIORITY CENTER
SHEET: DETAILED HORIZONTAL CONTROL AND SITE PLAN

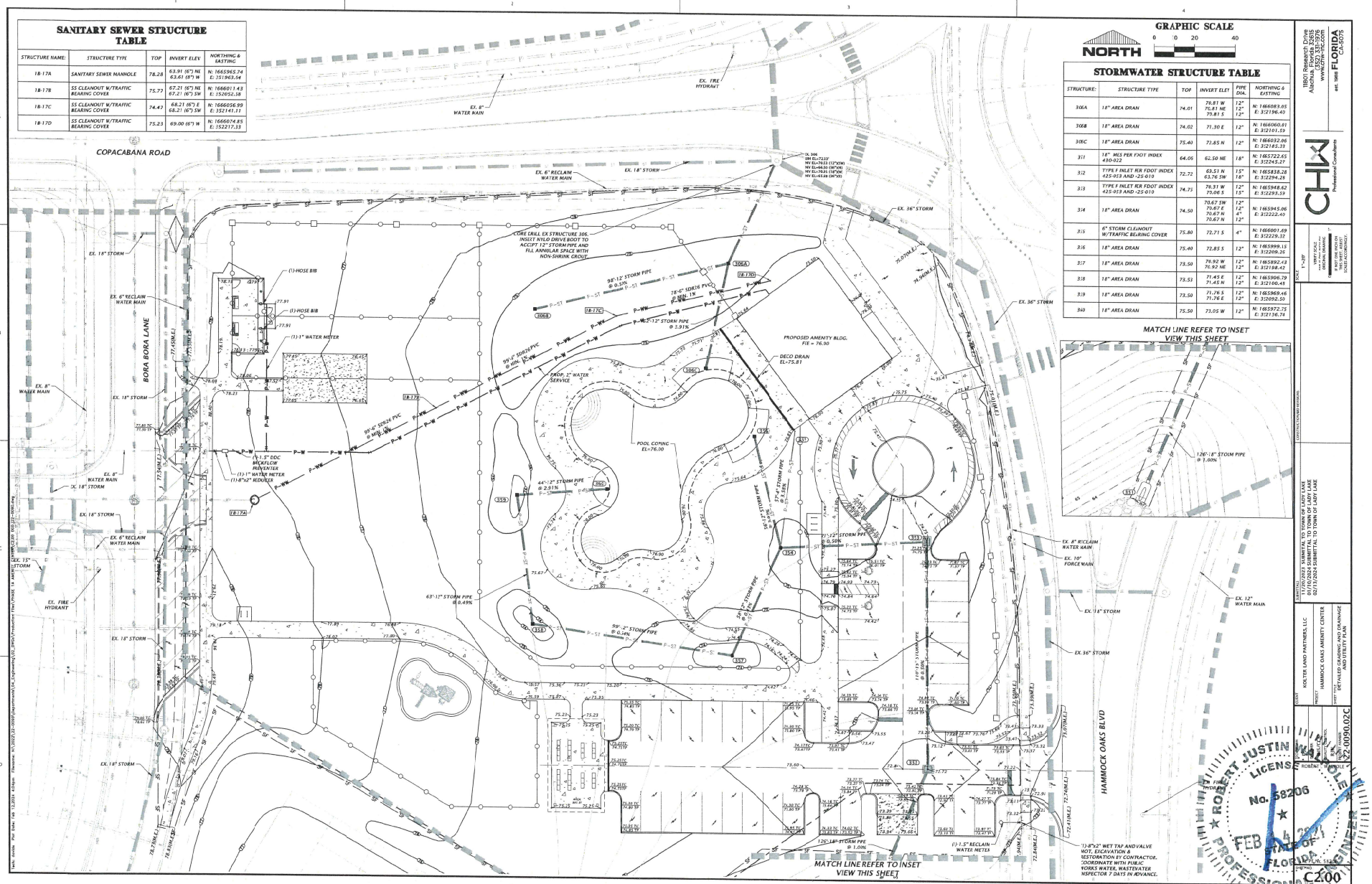
PROJECT NO. 22-000.02C

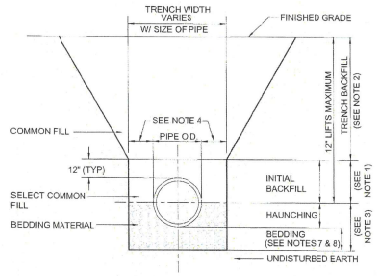
ROBERT I. WALPOLE
LICENSE No. 58206
STATE OF FLORIDA
PROFESSIONAL ENGINEER
FEB 14 2024

SHEET NO. C1.00



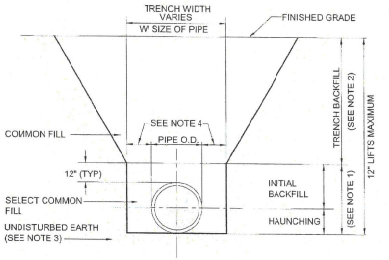
GRAPHIC SCALE
0 10 24 40
NORTH
HAMMOCK OAKS BLVD
CoG Front Load Refuse
COPACABANA ROAD
BORA BORA LANE
BORA BORA LANE
ROBERT JUSTIN PARTNER
LICENSE
No. 58206
STATE OF FLORIDA
PROFESSIONAL ENGINEER


SANITARY SEWER STRUCTURE TABLE
STRUCTURE NAME: | STRUCTURE TYPE | TOP | INVERT ELEV | NORTHING & EASTING
1B-17A | SANITARY SEWER MANHOLE | 78.28 | 63.91 (6") NE 63.61 (8") W | N: 1665965.74 E: 351963.54
1B-17B | SS CLEANOUT W/TRAFFIC BEARING COVER | 75.77 | 67.21 (6") NE 67.21 (6") SW | N: 1666011.43 E: 352052.18
1B-17C | SS CLEANOUT W/TRAFFIC BEARING COVER | 74.47 | 68.21 (6") E 68.21 (6") SW | N: 1666056.99 E: 352141.11
1B-17D | SS CLEANOUT W/TRAFFIC BEARING COVER | 75.23 | 69.00 (6") W | N: 1666074.85 E: 352217.33
NORTH
GRAPHIC SCALE
0 10 20 40
STORMWATER STRUCTURE TABLE
STRUCTURE: | STRUCTURE TYPE | TOP | INVERT ELEV | PIPE DIA. | NORTHING & EASTING
306A | 18" AREA DRAIN | 74.01 | 70.81 W 70.81 NE 70.81 S | 12" 12" 12" | N: 1666083.05 E: 352196.40
306B | 18" AREA DRAIN | 74.02 | 71.30 E | 12" | N: 1666060.91 E: 352101.59
306C | 18" AREA DRAIN | 75.40 | 72.85 N | 12" | N: 1666032.06 E: 352183.33
311 | 18" MES PER FDOT INDEX 430-022 | 64.05 | 62.50 NE | 18" | N: 1665722.65 E: 352245.27
312 | TYPE F INLET PER FDOT INDEX 425-053 AND -25-010 | 72.72 | 63.51 N 63.76 SW | 15" 18" | N: 1665838.28 E: 352294.28
313 | TYPE F INLET PER FDOT INDEX 425-053 AND -25-010 | 74.73 | 70.31 W 70.06 S | 12" 15" | N: 1665948.62 E: 352293.59
314 | 18" AREA DRAIN | 74.50 | 70.67 SW 70.67 E 70.67 N 70.67 N | 12" 12" 4" 12" | N: 1665945.06 E: 352222.40
315 | 6" STORM CLEANOUT W/TRAFFIC BEARING COVER | 75.80 | 72.71 S | 4" | N: 1666001.69 E: 352229.31
316 | 18" AREA DRAIN | 75.40 | 72.85 S | 12" | N: 1665999.15 E: 352209.25
317 | 18" AREA DRAIN | 73.50 | 70.92 W 70.92 NE | 12" 12" | N: 1665892.43 E: 352198.42
318 | 18" AREA DRAIN | 73.51 | 71.45 E 71.45 N | 12" 12" | N: 1665906.79 E: 352160.48
319 | 18" AREA DRAIN | 73.50 | 71.76 S 71.76 E | 12" 12" | N: 1665969.46 E: 352092.50
320 | 18" AREA DRAIN | 75.50 | 73.05 W | 12" | N: 1665972.75 E: 352136.74
MATCH LINE REFER TO INSET VIEW THIS SHEET
MATCH LINE REFER TO INSET VIEW THIS SHEET
COPACABANA ROAD
BORA BORA LANE
HAMMOCK OAKS BLVD
EX. 18" STORM
EX. 6" RECLAIM WATER MAIN
EX. 8" WATER MAIN
EX. 15" STORM
EX. FIRE HYDRANT
EX. 36" STORM
EX. 8" RECLAIM WATER MAIN
EX. 10" FORCE MAIN
EX. 12" WATER MAIN
PROPOSED AMENITY BLDG. FIE = 76.00
DECO DRAIN EL=75.81
POOL COPING EL=76.00
PROP. 2" WATER SERVICE
CORE DRILL EX STRUCTURE 306, INSERT NYLD DRIVE BOOT TO ACCEPT 12" STORM PIPE AND FILL ANNULAR SPACE WITH NON-SHRINK GROUT
(1)-HOSE BIB
(1)-1" WATER METER
(1)-1.5" DDC MCKALGW PREVENTER
(1)-8"x2" REDUCER
98'-12" STORM PIPE @ 0.57%
78'-8" SDR26 PVC @ MIN. 1%
99'-6" SDR26 PVC @ MIN. 1%
99'-2" SDR26 PVC @ MIN. 1%
44'-12" STORM PIPE @ 2.91%
63'-12" STORM PIPE @ 0.49%
99'-2" STORM PIPE @ 0.49%
57'-4" STORM PIPE @ 3.36%
71'-12" STORM PIPE @ 0.50%
110'-12" STORM PIPE @ 1.00%
120'-18" STORM PIPE @ 1.00%
126'-18" STORM PIPE @ 1.00%
(1)-1.5" RECLAIM WATER METER
(1)-8"x2" WET TAP AND VALVE NOT, EXCAVATION & RESTORATION BY CONTRACTOR. COORDINATE WITH PUBLIC WORKS WATER, WASTEWATER INSPECTOR 7 DAYS IN ADVANCE.
1B17A
1B17B
1B17C
1B17D
306A
306B
306C
311
312
313
314
315
316
317
318
319
320
CHW
1800 Research Drive Alachua, FL 32615 (352) 335-1976 www.chw-inc.com
est. 1988 FLORIDA CERTIFICATE OF AUTHORIZATION NO. EC-0005
Professional Consultants
SCALE: 1"=20'
VERIFY SCALE BAR IS ACCURATE BEFORE SCALING DRAWING. IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY.
CONSTRUCTION PLANS
SUBMITTAL TO TOWN OF LADY LAKE
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE
CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: DETAILED GRADING AND DRAINAGE AND UTILITY PLAN
DESIGNED: R. FISHER
DRAWN: R. FISHER
CHECKED: R. WHOLE
P.M.: R. WHOLE
P.E. No. 58206
22-0090.02C
C2.00
ROBERT JUSTIN WHOLE LICENSE No. 58206 STATE OF FLORIDA PROFESSIONAL ENGINEER
FEB 4 2024



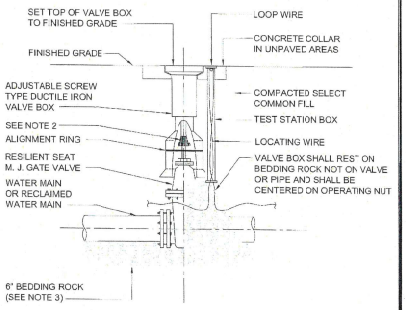
NOTES:
1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. 18" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. UTILITIES SHALL DETERMINE IN THE FELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN TOWN OF LADY LAKE RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF R/W UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
BEDDING AND TRENCHING - TYPE A
DATE: FEB. 2009 FIGURE E101



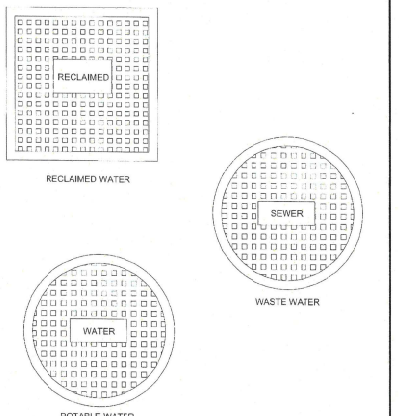
NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (12" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN TOWN OF LADY LAKE RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
BEDDING AND TRENCHING - TYPE B
DATE: FEB. 2009 FIGURE E102

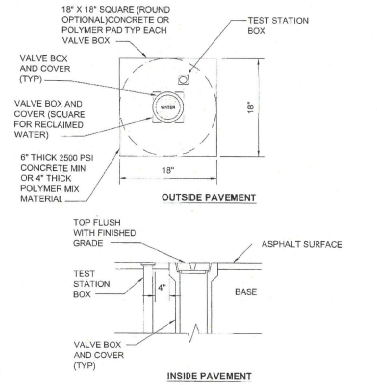


NOTES:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. THE VALVE ACTUATING NUT SHALL BE EXTENDED TO BE WITHIN 3' OF FINISHED GRADE.
3. BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. WIRE SHALL TERMINATE IN TEST STATION BOX.
5. REFER TO FIGURE A111 FOR INSTALLATIONS AT A DEPTH OF 6' OR GREATER.
6. VALVES SHALL BE AMERICAN AVK SERIES 25.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
GATE VALVE AND BOX WATER AND RECLAIMED WATER MAINS
DATE: FEB. 2009 FIGURE E107

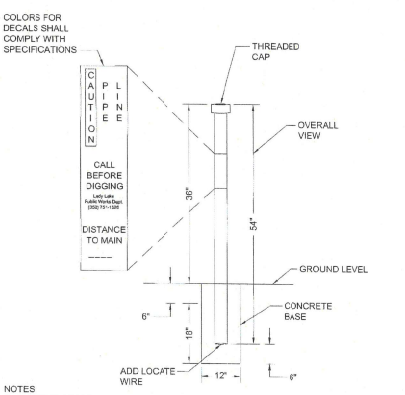


TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
TYPICAL VALVE BOX COVER
DATE: FEB. 2009 FIGURE E110



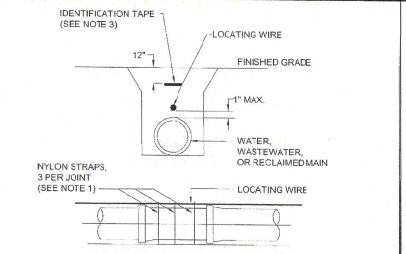
NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES.
2. LABEL TYPE AS WATER, SEWER OR RECLAIMED WATER.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
VALVE COLLAR
DATE: FEB. 2009 FIGURE E112



NOTES
1. UTILITY MAIN MARKERS SHALL BE 4" DIAMETER SCH. 80 PVC: BLUE FOR WATER; GREEN FOR WASTEWATER; AND PANTONE PURPLE 522C FOR RECLAIMED WATER.
2. UTILITY MAIN MARKERS SHALL BE PLACED AT THE EDGE OF THE R/W, ALONG ALL DRAINAGE EASEMENT LINES.
3. UTILITY MAIN MARKERS SHALL BE PLACED EVERY 500' AND AT ALL VALVES (EXCEPT WATER VALVES NEAR FIRE HYDRANTS) AND DIRECTIONAL CHANGES. IN SUCH CASES, MARKERS SHALL BE PLACED AT MIDPOINT BETWEEN HYDRANTS.
4. UTILITY MAIN MARKERS SHALL NOT BE USED ALONG RESIDENTIAL STREETS.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
PIPE LINE MARKER
DATE: FEB. 2009 FIGURE E113



NOTES:
1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (14 GAUGE SOLID COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE WRAPPED WITH NYLON STRAPS TO TOP CENTERLINE OF THE PIPE.
2. LOCATING WIRE SHALL TERMINATE INSIDE THE TEST STATION BOX AND SHALL EXTEND 12" ABOVE TOP OF COLLAR.
3. IDENTIFICATION TAPE SHALL BE MANUFACTURED OF POLYETHYLENE WITH A MINIMUM THICKNESS OF 4 MILS. TAPE WIDTH SHALL BE 3 INCHES AND SHALL HAVE BACKGROUND COLOR SPECIFIED BELOW, IMPRINTED WITH BLACK LETTERS. IMPRINT SHALL BE AS SPECIFIED BELOW AND SHALL REPEAT ITSELF A MINIMUM OF ONCE EVERY 2 FEET FOR ENTIRE LENGTH OF PIPE.
4. EARLY WARNING TAPE SHALL BE INSTALLED DIRECTLY ABOVE THE PIPE AT APPROXIMATELY 12-INCHES BELOW FINISHED GRADE AND SHALL HAVE THE FOLLOWING COLOR AND WARNING:

SERVICE TYPE	IMPRINT	BACKGROUND COLOR
WASTEWATER	"CAUTION-WASTEWATER LINE BURIED BELOW"	GREEN
POTABLE WATER	"CAUTION-POTABLE WATER LINE BURIED BELOW"	BLUE
RECLAIMED WATER	"CAUTION-RECLAIMED WATER LINE BURIED BELOW"	PURPLE

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
PIPE LOCATING WIRE
DATE: FEB. 2009 FIGURE E114

CHW
1900 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chwinc.com
est. 1998 FLORIDA CA 30975
Professional Consultants

DRAWN BY: KCH
CHECKED BY: KCH
DATE: N/A
SCALE: AS NOTED
THESE PLANS ARE FOR PERMITTING PURPOSES ONLY. THEY ARE NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED. SCALES ACCURATELY FOR 11" X 17" PLOTS ONLY.

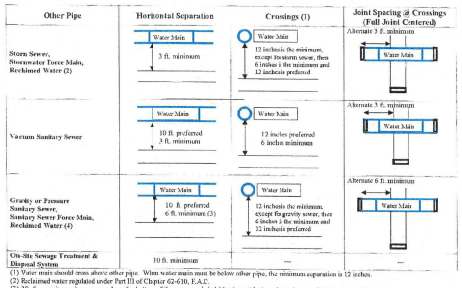
CONTRACTS/CONSTRUCTION REVISIONS

SUBMITTALS
01/20/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/15/2024 SUBMITTAL TO TOWN OF LADY LAKE

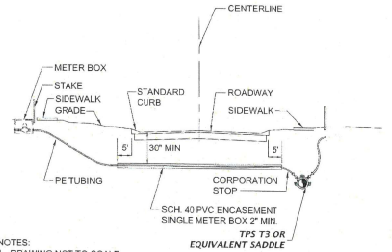
CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: TOWN OF LADY LAKE DETAILS

PROJECT NO: 22-0090.02C
SHEET NO: C320

ROBERT JUSTIN WEST
LICENSE
No. 59206
STATE OF FLORIDA
PROFESSIONAL ENGINEER
FEB 14 2024

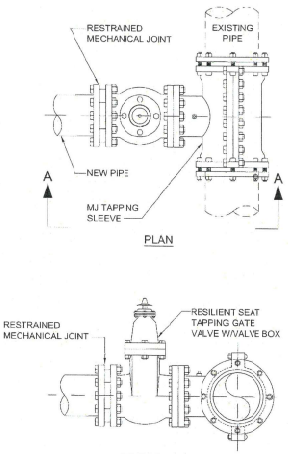


TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314
DATE: APRIL 2008 | FIGURE E116



NOTES:
1. DRAWING NOT TO SCALE.
2. ALL BOXES, METERS, BACKFLOWS, VALVES, AND PIPES FURNISHED BY CONTRACTOR.
3. METER SHALL BE INSTALLED WITHIN R/W.
4. MINIMUM SEPARATION BETWEEN CURB AND METER BOX AND BETWEEN METER BOX AND SIDEWALK.
5. CONTRACTOR TO LOCATE CURB STOP BY PLACING A STAKE (2" X 2" SQUARE AT 24" ABOVE GROUND) TOP PAINTED WITH THE COLOR OF THE UTILITY SERVICE AND WITH THE LOT NUMBERS IT SERVES.
6. ALL DOUBLE SERVICE LINES MUST BE 2" MN. DIAMETER.
7. ALL SERVICE LINES UNDER ROADWAY SHALL BE POLY OR SCH. 80 PVC.
8. ALL SERVICE TAPS MUST BE 2" MIN. WITH CORP STOP.
9. ALL METERS MUST BE NEPTUNE E-CODER-R-T VERSION.
10. ALL METER BOXES MUST BE NDS D1000, D1200, D1500.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
WATER AND RECLAIMED WATER SERVICES (TYPICAL)
DATE: FEB. 2008 | FIGURE E120

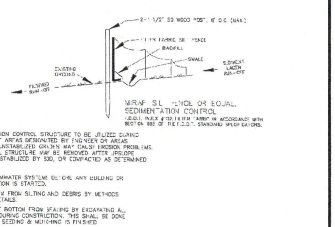


NOTE: VALVES SHALL BE MANUFACTURED BY AMERICAN AVK.

TOWN OF LADY LAKE
CONSTRUCTION STANDARDDETAILS
MJ TAPPING SLEEVE AND GATE VALVE ASSEMBLY FOR WATER AND RECLAIM WATER
DATE: FEB. 2009 | FIGURE E121-1

GENERAL NOTES:
1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAIN LOCATIONS SHOWN ON PLANS ARE NOT EXACT OR GUARANTEED. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. THE PUBLIC WORKS DEPARTMENT (352) 751-1526 SHALL BE NOTIFIED BY THE CONTRACTOR FOR PIPE EMERGENCES.
3. ALL EXISTING WATER, FORCE, GRAVITY AND RECLAIMED WATER MAINS AND OTHER FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
4. CONTRACTOR SHALL ADJUST VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, ETC IN CONFLIC" WITH ROADWAY.
5. "THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO UTILITIES' MAINS AND FACILITIES. IF THE REPAIR IS 'OT MADE IN A "TIMEL" MANNER, AS DETERMINED B/ UTILITIES, UTILITIES MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
6. "THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR "O ANY CONSTRUCTION ACTIVITY WITHIN PROXIMITY OF ANY UTILITIES.
7. ONLY UTILITIES SHALL OPERATE WATER, WASTEWATER, AND RECLAIMED WATER VALVES. COORDINATE VALVE OPERATION WITH APPROPRIATE UTILITIES INSPECTOR.
8. "HE CONTRACTOR SHALL COORDINATE ALL PUMP STATION OPERATION AND SHUT DOWN CONTROL WITH A PUBLIC WORKS PERSONNEL. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND/OR HAULING OF WASTEWATER DURING "HE INTERRUPTION OF FLOWS AND CONNECTIONS WITH EXISTING WASTEWATER SYSTEMS.
9. ALL NEW VALVES BEING INSTALLED SHALL REMAIN CLOSED DURIIG CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT ANY PROPOSED WATER MAIN TO ANY EXISTING WATER MAIN UNLESS CLEARED BY FDEP AND THE TOWN.
10. ALL EXISTING AND NEW TOWN OF LADY LAKE UTILITIES VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. ALL EXISTING ABOVE GROUND VALVES TO BE RE,OCATED, AS REQUIRED.
11. MAKE "EMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE WITH TOWN APPROVED METER; FLUSH OUT NEW WATER MAIN WITH POTABLE WATER (USE "JUMPER" ASSEMBLY WITH REDUCED PRESSURE ASSEMBLY BACKFLOW PREVENTER TO MAKE TEMPORARY CONNECTIONS TO AN EXISTING WATER SOURCE).

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
GENERAL NOTES
DATE: FEB. 2008 | FIGURE E122



NOTES:
1. TEMPORARY EROSION CONTROL STRUCTURE TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY ENGINEER OR AREAS ON SITE WHERE UNSTABILIZED GRADIN MAY CAUSE EROSION PROBLEMS. EROSION CONTROL STRUCTURE MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED AS DETERMINED BY CONTRACTOR.
2. CONSTRUCT STORMWATER SYSTEM BEFORE ANY BUILDING OR POND CONSTRUCTION IS STARTED.
3. PROTECT SYSTEM FROM SILTING AND DEBRIS BY METHODS PROVIDED IN DETAILS.
4. THROTTOT SWALE BOTTOM FROM SEALING BY EXCAVATING AL SILT DEPOSITS DURING CONSTRUCTION. THIS SHALL BE DONE BEFORE SOD & SEEDING IS WATCHING IS FINISHED.

EROSION CONTROL STRUCTURE

NOT TO SCALE

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.

PLANNING, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH ZONE CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.

TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH "PERMANENT" MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE DISCONTINUED OR REMOVED UNTIL ALL OF PERMANENT MEASURES

EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED IN REMOVING THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.

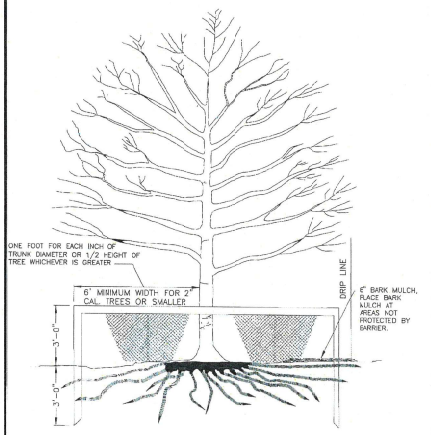
NECESSARY REPAIRS TO BARRIERS OR RELATED STRUCTURES SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE DISCARDED OR DEPOSITED OFF OF A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED IN TO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.

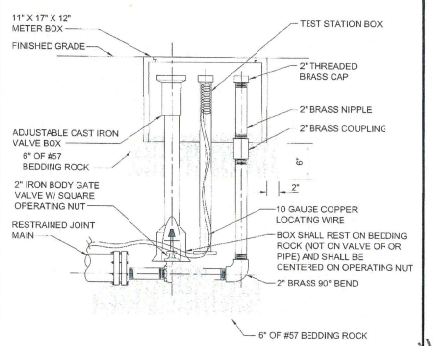
ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DISPOSED OF OR DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
SILT FENCE DETAIL
DATE: FEB. 2008 | FIGURE E118



NOTE:
2"x4" STANDARDS + 1"x4" RAILS OR ORANGE SAFETY FENCING MAY BE USED.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
TREE PROTECTION BARRIER DETAIL
DATE: FEB. 2008 | FIGURE E119



NOTES:
1. ALL 2" PIPE AND FITTINGS SHALL BE THREADED (NPT) BRASS JOINTS OR SCH 80 PVC WITH HYDRO GROUND FLUSHER.
2. 2" WILL BE DETERMINED AT PROJECT DESIGN & REVIEW BY PUBLIC WORKS DEPARTMENT.
3. TO BE DETERMINED BY PUBLIC WORKS DEPARTMENT AT TIME OF PRINT REVIEW.

TOWN OF LADY LAKE
CONSTRUCTION STANDARD DETAILS
STANDARD DRAWINGS BLOW OFF VALVE (STANDARD)
DATE: FEB. 2008 | FIGURE E811

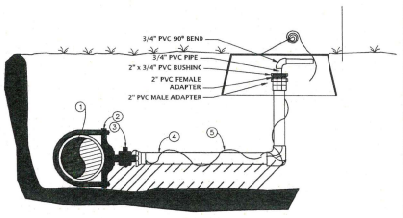
1800 Research Drive
Anna Maria, FL 34216
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA
Professional Consultants

SCALE: N/A
VERIFY SCALE BAR IS CORRECT AT TIME OF PRINTING. IF NOT USE HIGH OR LOW SCALE ACCORDINGLY.

CONSTRUCTION PLANS REVISIONS
SUBMITTED TO TOWN OF LADY LAKE 01/10/2024
SUBMITTAL TO TOWN OF LADY LAKE 02/13/2024
SUBMITTAL TO TOWN OF LADY LAKE

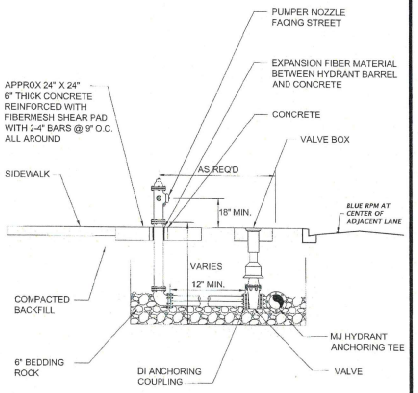
CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: TOWN OF LADY LAKE DETAILS
DESIGNED: RJW
DRAWN: RJW
CHECKED: RJW
DATE: 02/13/24
PROJECT NO: 22090.02C
SHEET NO: 16 OF 23

ROBERT J. WALKER
LICENSE NO. 58206
STATE OF FLORIDA
PROFESSIONAL ENGINEER
FEB 13 2024



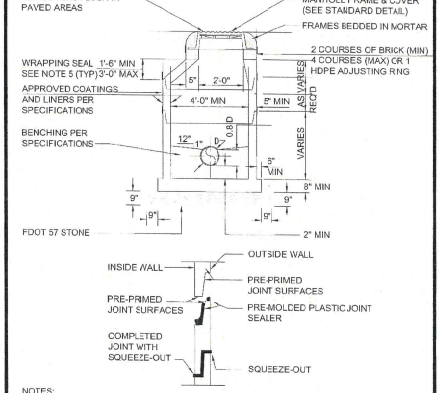
MATERIALS	
ITEM	DESCRIPTION
1	WATER MAIN
2	TPS T3 SADDLE OR EQUVALENT SADDLE
3	2" CORPORATION STOP FOR PE TUBING
4	2" PVC
5	TRACER WIRE, BLUE

SAMPLE POINT



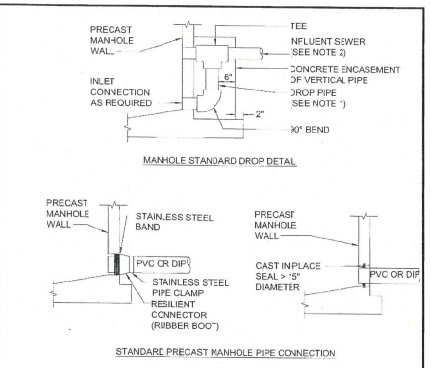
NOTES:
1. FIRE HYDRANT SHALL BE SUPPLIED WITHOLT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
2. ALL PIPE AND APPURTENANCES SHALL BE RESTRAINED.
3. ALL FIRE HYDRANT AND VALVES TO BE AUK, MUELER OR CLOW.

TOWN OF LADY LAKE | CONSTRUCTION STANDARD DETAILS | STANDARD DRAWINGS FIRE HYDRANT ASSEMBLY | DATE: FEB. 2009 | FIGURE E303



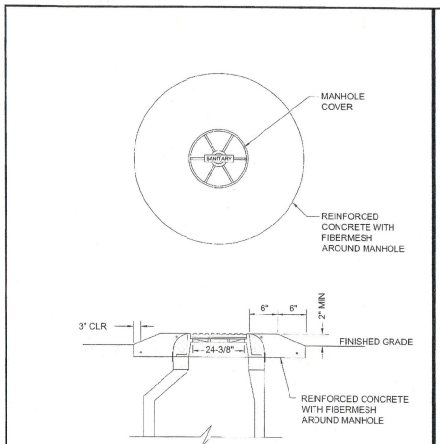
NOTES:
1. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
2. APPROVED CONCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATIVE.
3. A FLOW CHANNEL SHALL BE CONSTRUCTED INSIDE MANHOLE TO DIRECT INFLUENT INTO FLOW STREAM.
4. LIFT HOLES THROUGH STRUCTURE ARE NOT PERMITTED.
5. WRAP TIGHTLY AROUND CASTING JOINTS TO EFFECTIVELY SEAL THEM FROM GROUND WATER INFILTRATION.
6. HDPE ADJUSTING RINGS MAY BE SUBSTITUTED FOR BRICK RISERS.

TOWN OF LADY LAKE | CONSTRUCTION STANDARD DETAILS | STANDARD DRAWNGS PRECAST CONCRETE MANHOLE | DATE: FEB. 2009 | FIGURE E301



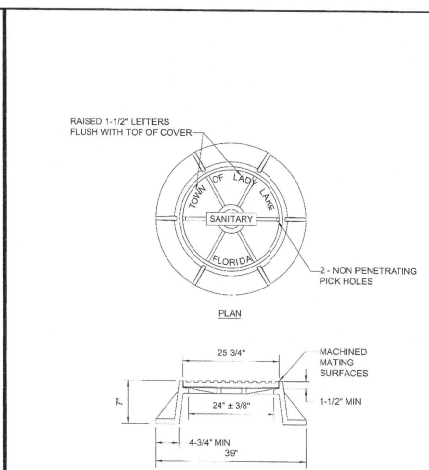
NOTES:
1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT LINES WHICH HAVE AN INVERT 2' OR MORE ABOVE THE MANHOLE INVERT.
3. ALTERNATE WATER TIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER MUST BE APPROVED BY UTILITIES.
4. INSIDE SERVCE DROP CONNECTIONS ARE PERMITTED ON EXISTING MANHOLES.

TOWN OF LADY LAKE | CONSTRUCTION STANDARD DETAILS | STANDARD DRAWNGS MANHOLE CONNECTION | DATE: FEB. 2009 | FIGURE E302



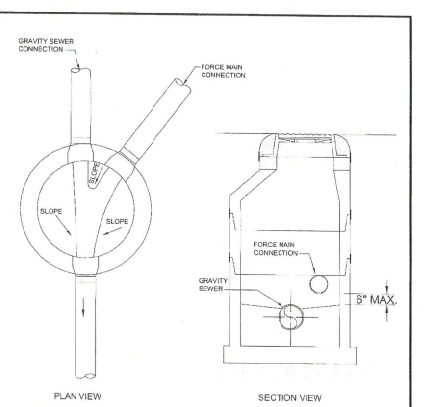
NOTES:
1. CLEARANCE OF 30" FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
2. AREAS SUPPORTING CONCRETE COLLAR OR SLAB SHALL BE PROPERLY COMPACTED.
3. TOP OF MANHOLE SHALL BE 2" ABOVE FINISHED GRADE OR 100 YEAR FLOOD ELEVATION, WHICHEVER IS GREATER.

TOWN OF LADY LAKE | CONSTRUCTION STANDARD DETAILS | STANDARD DRAWINGS MANHOLE IN GRASS AREA | DATE: FEB. 2009 | FIGURE E309



NOTES:
1. ONLY APPLIES TO UTILITIES OWNED AND MAINTAINED MANHOLES. "TOWN OF LADY LAKE" SHALL NOT APPEAR ON PRIVATE MANHOLES.

TOWN OF LADY LAKE | CONSTRUCTION STANDARD DETAILS | STANDARD DRAWINGS STANDARD MANHOLEFRAME AND COVER | DATE: FEB. 2009 | FIGURE E304



NOTES:
1. FORCE MAIN ORIENTED TO FACILITATE FLOW AND SHALL ENTER MANHOLE 1' ABOVE FLOW LINE.
2. BENCH AS REQUIRED FOR NEW FORCE MAIN.
3. MANHOLE RECEIVING FORCE MAIN AND NEXT MANHOLE SHALL BE COATED WITH SPECIALIZED COATING OR LINING.
4. FORCE MAIN CONNECTION DESIGN SHALL BE AS APPLICABLE BY UTILITIES.

TOWN OF LADY LAKE | CONSTRUCTION STANDARD DETAILS | STANDARD DRAWINGS FORCE MAIN OR GRAVITY SEWER CONNECTION | DATE: FEB. 2009 | FIGURE E308

CHW Professional Consultants
19501 Observation Drive
Alachua, Florida 32615
(352) 331-1976
www.chwinc.com
lic. no. 1988 FLORIDA
CA-0075

SCALE: N/A
DRAWN BY: CHW
SEAL & SIGNATURE OF REGISTERED ENGINEER THIS SHEET, ADDED OR MODIFIED ACCORDINGLY

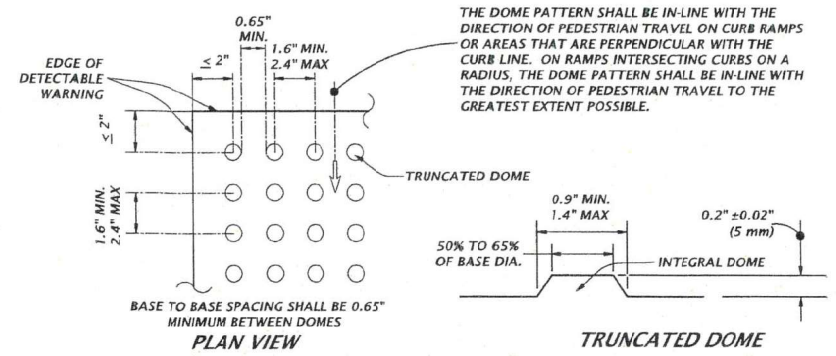
CONSTRUCTION PLANS REVISIONS

SUBMITTED:
12/13/2023 SUBMITTAL TO TOWN OF LADY LAKE
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: FLAMINGO LANDS PHASE 1 & PHASE 2
SHEET TITLE: TOWN OF LADY LAKE DETAILS

PROJECT NO. 22-090.02C
SHEET NO. C3.22

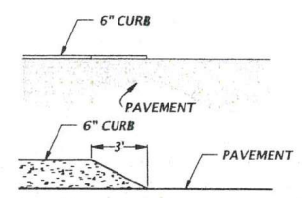
ROBERT JUSTIN MAY
LICENSE
No. 58206
STATE OF FLORIDA
PROFESSIONAL ENGINEER
ROBERT, WALKER & MAY
FEB 14 2024



DETECTABLE WARNING DETAIL

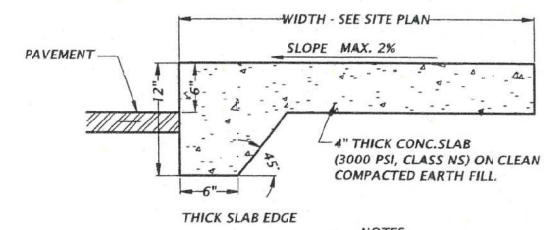
NTS

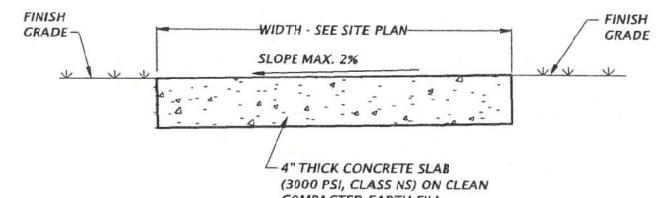
1. PROVIDE DETECTABLE WARNINGS IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) SECTION 705-DETECTABLE WARNINGS ON WALKING SURFACES AND THE 2014 FLORIDA BUILDING CODE, ACCESSIBILITY, CHAPTER 7, SECTION 705.
2. RAISED TRUNCATED DOMES SHALL HAVE A BASE DIAMETER FROM 0.9" MIN TO 1.4" MAX, A TOP DIAMETER FROM 50% TO 65% OF BASE DIAMETER, A HEIGHT OF 0.2 INCH (5 mm, NOMINAL, CENTER-TO-CENTER SPACING FROM 1.6" MIN TO 2.4" MAX, AND BASE-TO-BASE SPACING OF 0.65% MINIMUN, MEASURED BETWEEN THE MOST ADJACENT DOMES ON A SQUARE GRID.
3. SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.
4. ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES.
5. IF MATS ARE TO BE UTILIZED:
   A - DETECTABLE WARNING SURFACE SHALL CONSIST OF 3-FT WIDE, SURFACE APPLIED, POLYURETHANE MAT WITH IN-LINE TRUNCATED DOME PATTERN.
   B - DETECTABLE WARNING SURFACE SHALL BE SECURED BY ADHESIVE AND STAINLESS STEEL ANCHORS.
   C - ACCEPTABLE PRODUCTS ARE THE SURFACE APPLIED REDIMAT MANUFACTURED BY DETECTABLE WARNING SYSTEMS, INC. OR EQUAL LISTED ON THE FDOT QUALIFIED PRODUCTS LIST IN ACCORDANCE WITH SECTION 527-2.4 OF THE FDOT STANDARD SPECIFICATIONS.
   D - PRIOR TO INSTALLING DETECTABLE WARNING MAT, SCRUB THE SURFACE WITH A WIRE BRISTLE BRUSH. THE EXISTING CONCRETE SURFACE SHALL BE CLEANED OF ANY LOOSE MATERIAL, DUST, OILS, GREASE, AND SEALERS.
   E - ALL INSTALLATIONS SHALL BE MADE IN ACCORDANCE WITH THE DETECTABLE WARNING MAT MANUFACTURER'S SPECIFICATIONS.
6. IF INTERLOCKING PAVERS ARE TO BE UTILIZED:
   A - DETECTABLE WARNING SURFACE FOR THE RAMPS SHALL CONSIST OF INTERLOCKING 4" X 8" ADA DETECTABLE WARNING SURFACE PAVERS HAVING A MINIMUM DEPTH OF 2". CONCRETE PAVERS ARE TO MEET ASTM C902 CLASS SX TYPE 1; AND BRICK PAVERS ARE TO MEET ASTM C55, GRADE N, SOLID BRICK COLOR TO MEET ADA CONTRAST REQUIREMENTS.
   B - ALL UNITS SHALL BE SOUND AND FREE OF DEFECTS THAT WOULD INTERFERE WITH THE APPEARANCE OF PROPER PLACEMENT OF THE UNIT OR IMPAIR THE STRENGTH OR LONGEVITY OF THE FINAL STRUCTURE. ANY UNITS THAT ARE STRUCTURALLY DAMAGED DURING THE WORK SHALL BE IMMEDIATELY REMOVED AND REPLACED. THE PAVERS ARE TO BE LAID IN A TWO BY TWO BASKETWEAVE PATTERN, FLUSH WITH THE FINISH GRADE OF THE RAMP SURFACE, AND HAVE GAPS BETWEEN 1/16 AND 1/8 INCH. CUT PAVERS (MASONRY SAW ONLY) SHALL BE NO SMALLER THAN ONE-THIRD OF A WHOLE PAVER.
   C - MODIFY FORMWORK OR PROVIDE FORMED GROUT INFILL BEHIND CURVED DROP CURB SECTIONS TO ENSURE STRAIGHT EDGE RESTRAINT FOR PAVERS.
   D - CONCRETE EDGE RESTRAINT FOR WARNING AREA. MAXIMUM GAP OF 1/8" BETWEEN PAVERS AND EDGE. USE ¼" RADIUS ALONG CONCRETE EDGES.
   E - WHEN PAVERS ABUT EITHER EARTH/DIRT OR PAVEMENT, A SIX INCH CONCRETE BAND SHALL BE INSTALLED. BAND SHALL BE WITHIN LIMITS OF THE WIDTH OF PROPOSED CONCRETE AND NOT EXTENDED AN ADDITIONAL SIX INCHES..
7. OTHER METHODS/MATERIALS MAY BE USED FOR THE DETECTABLE WARNING STRIP, BUT THEY MUST MEET THE ABOVE CRITERIA.
8. ALL MATERIALS/METHODS TO BE UTILIZED SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER PRIOR TO ORDERING THE MATERIALS/METHODS. FAILURE TO OBTAIN APPROVAL BEFORE ORDERING OR INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL DOES NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR THE PERFORMANCE OF THE ITEM.
9. IF FDOT CURB RAMPS ARE SPECIFIED, REFER TO THE FDOT INDEX 522-002 FOR SPECIFICATIONS CONCERNING THE APPLICABLE DETECTABLE WARNING STRIP TO BE USED WITH FDOT SPECIFIED RAMPS.



CURB TRANSITION

NTS





NOTES:

1. SAWCUT CONTROL JOINTS SHALL BE CONSTRUCTED 5 FEET ON CENTER
2. EXPANSION JOINTS WITH PREFORMED JOINT FILLER SHALL BE CONSTRUCTED BETWEEN ALL FIXED OBJECTS AND WALK AND AT CONSTRUCTION JOINTS.

ADJACENT TO PAVEMENT

NTS

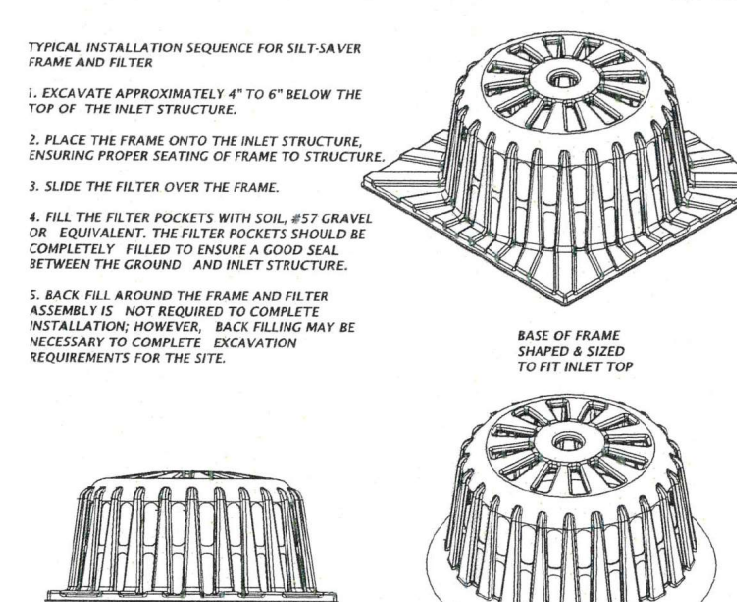
NOT ADJACENT TO PAVEMENT

NTS

CONCRETE SIDEWALK DETAILS

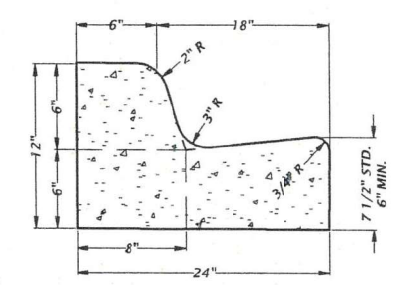
TYPICAL INSTALLATION SEQUENCE FOR SILT-SAVER FRAME AND FILTER

1. EXCAVATE APPROXIMATELY 4" TO 6" BELOW THE TOP OF THE INLET STRUCTURE.
2. PLACE THE FRAME ONTO THE INLET STRUCTURE, ENSURING PROPER SEATING OF FRAME TO STRUCTURE.
3. SLIDE THE FILTER OVER THE FRAME.
4. FILL THE FILTER POCKETS WITH SOIL, #57 GRAVEL OR EQUIVALENT. THE FILTER POCKETS SHOULD BE COMPLETELY FILLED TO ENSURE A GOOD SEAL BETWEEN THE GROUND AND INLET STRUCTURE.
5. BACK FILL AROUND THE FRAME AND FILTER ASSEMBLY IS NOT REQUIRED TO COMPLETE INSTALLATION; HOWEVER, BACK FILLING MAY BE NECESSARY TO COMPLETE EXCAVATION REQUIREMENTS FOR THE SITE.



SILT-SAVER® DETAIL

NTS

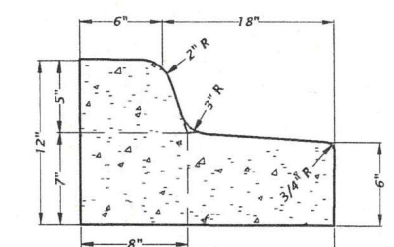


NOTE:

WHEN USED ON THE HIGH SIDE OF ROADWAY, THE CROSS-SLOPE OF THE GUTTER SHALL MATCH THE CROSS-SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6".

TYPE 'F' CONCRETE CURB AND GUTTER DETAIL

NTS

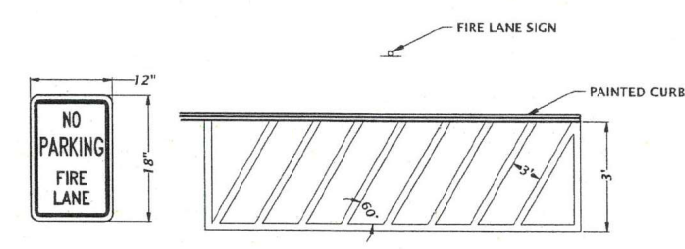


NOTE:

WHEN USED ON THE HIGH SIDE OF ROADWAY, THE CROSS-SLOPE OF THE GUTTER SHALL MATCH THE CROSS-SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6".

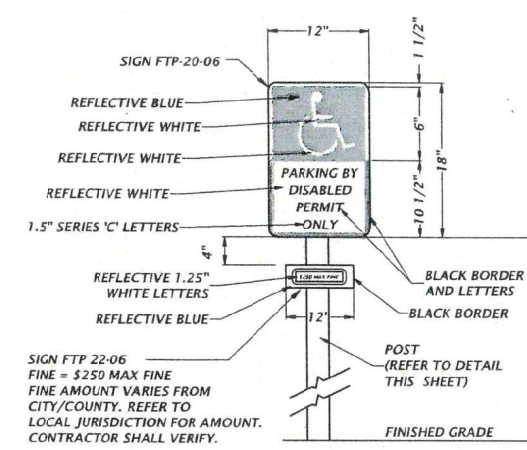
SPILL CURB DETAIL

NTS



1. SIGNS SHALL BE HIGH INTENSITY RETROREFLECTIVE, TWELVE (12) INCHES WIDE BY EIGHTEEN (18) INCHES IN HEIGHT, WHITE WITH 3-INCH HIGH RED LETTERS NOT LESS THAN 1-1/2 INCH WIDE TO READ "NO PARKING FIRE LANE".
2. THE MINIMUM HEIGHT, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE TOP OF THE CURB, OR THE ABSENCE OF CURB, SHALL BE 7-FT.
3. CURB TOP AND FACE TO BE TRAFFIC YELLOW (FDOT TRAFFCIE RATED PAVEMENT PAINT).

FIRE LANE MARKINGS



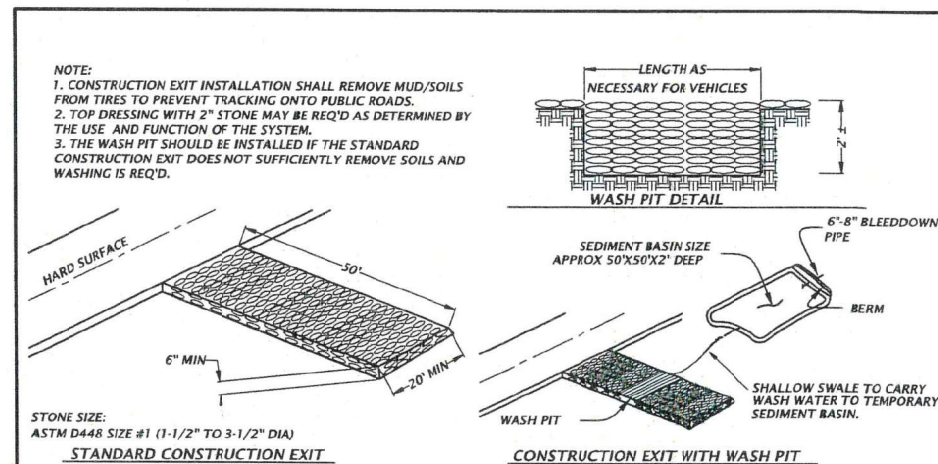
SIGN NOTES:

1. SIGN CONSTRUCTION, DESIGN AND PLACEMENT SHALL COMPLY WITH STATE AND LOCAL STATUTES.

ADA PARKING SIGN DETAIL

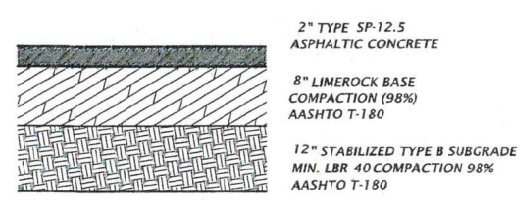
NTS

NOTE:
1. CONSTRUCTION EXIT INSTALLATION SHALL REMOVE MUD/SOILS FROM TIRES TO PREVENT TRACKING ONTO PUBLIC ROADS.
2. TOP DRESSING WITH 2" STONE MAY BE REQ'D AS DETERMINED BY THE USE AND FUNCTION OF THE SYSTEM.
3. THE WASH PIT SHOULD BE INSTALLED IF THE STANDARD CONSTRUCTION EXIT DOES NOT SUFFICIENTLY REMOVE SOILS AND WASHING IS REQ'D.



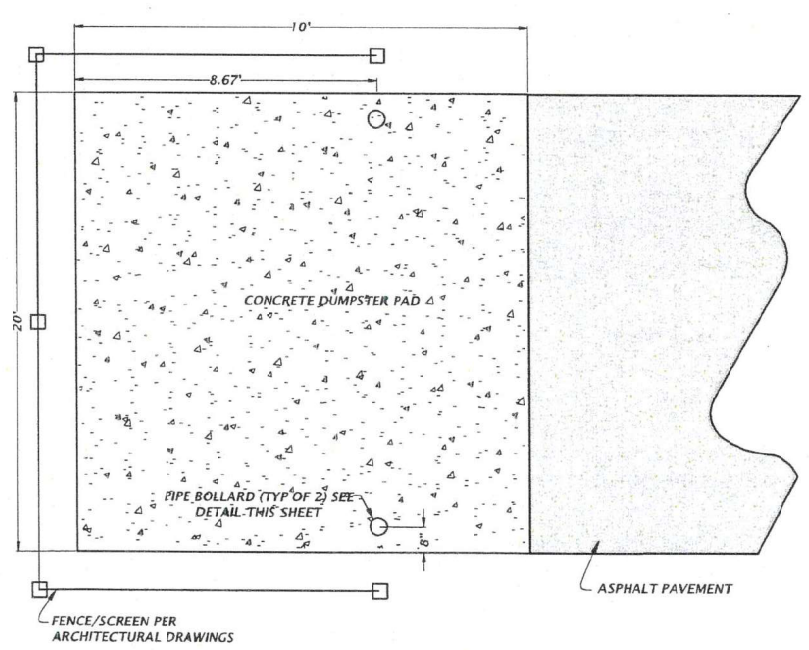
TEMPORARY CONSTRUCTION EXIT DETAIL

NTS

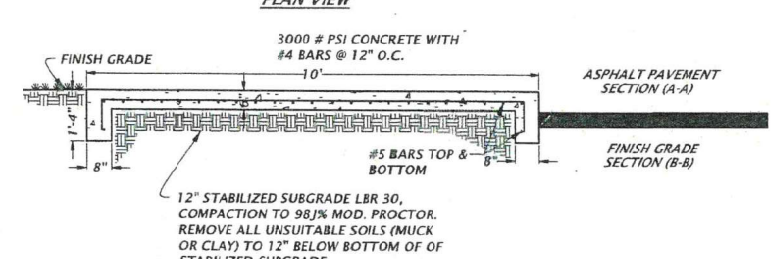


PAVEMENT DETAIL

NTS



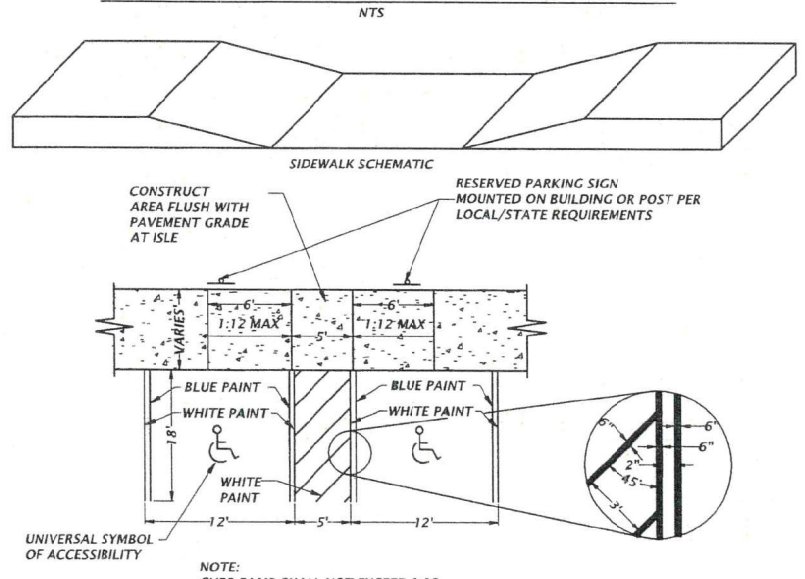
PLAN VIEW



SECTION VIEW

CONCRETE DUMPSTER DETAIL

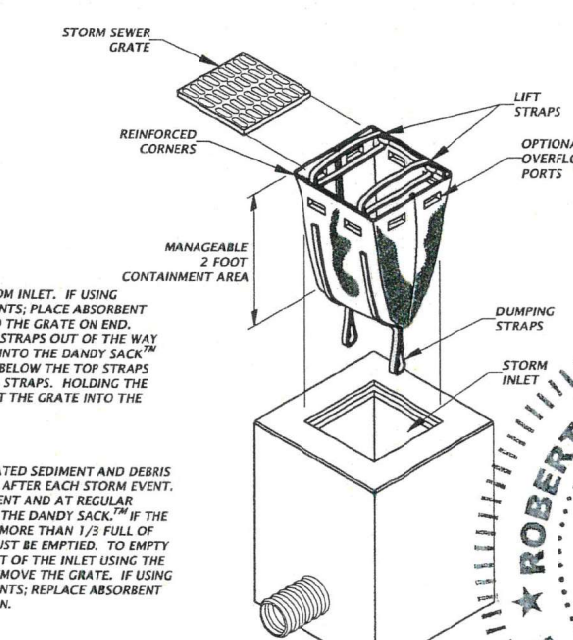
NTS



NOTE:
CURB RAMP SHALL NOT EXCEED 1:12

ADA PARKING & RAMP DETAIL

NTS



INSTALLATION:

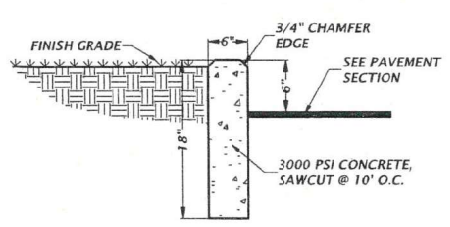
REMOVE THE GRATE FROM INLET. IF USING OPTIONAL OIL ABSORBENTS; PLACE ABSORBENT PILLOW IN UNIT. STAND THE GRATE ON END. MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO THE DANDY SACK™ SO THAT THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS. HOLDING THE LIFTING DEVICES, INSERT THE GRATE INTO THE INLET.

MAINTENANCE:

REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM VICINITY OF UNIT AFTER EACH STORM EVENT. AFTER EACH STORM EVENT AND AT REGULAR INTERVALS, LOOK INTO THE DANDY SACK.™ IF THE CONTAINMENT AREA IS MORE THAN 1/3 FULL OF SEDIMENT, THE UNIT MUST BE EMPTIED. TO EMPTY UNIT, LIFT THE UNIT OUT OF THE INLET USING THE LIFTING STRAPS AND REMOVE THE GRATE. IF USING OPTIONAL OIL ABSORBENTS; REPLACE ABSORBENT WHEN NEAR SATURATION.

DANDY SACK™ DETAIL

NTS



TYPICAL 6" CURB DETAIL

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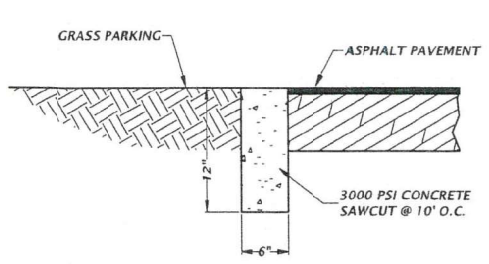

FLUSH CURB DETAIL

NTS

Tech: davids Plot Date: Feb 12,2024 4:06pm Filename: N:\2022\22-0090\Departments\04_Engineering\02_DWGs\Production Files\PHASE 1A AMENITY CENTER\C3.20 UDT_22-0090.dwg

SUBMITTALS
11/20/2023 SUBMITTAL TO TOWN OF LADY LAKE
01/10/2024 SUBMITTAL TO TOWN OF LADY LAKE
02/13/2024 SUBMITTAL TO TOWN OF LADY LAKE

CONSTRUCTION/BID REVISIONS

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: CONSTRUCTION DETAILS

TECHNICIAN: DJS
DESIGNER: DJS/CCM
QUALITY CONTROL: RJW
PROJECT NUMBER: 22-0090.02C
ROBERT J. WALPOLE
FL-PE No. 58206
SHEET NO. C3.23

SCALE: N/A

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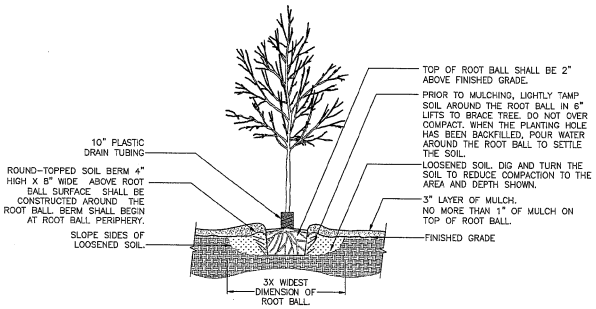
ROBERT JUSTIN WALPOLE
LICENSE
No. 58206
FEB 14 2024
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
QA	3	QUERCUS AUSTRINA	BLUFF OAK	100 GAL, 18' HT, 7' SPR, 4" CAL
QS	1	QUERCUS SHUMARDII	SHUMARD RED OAK	100 GAL, 16' HT, 5' SPR, 4" CAL
QV	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	100 GAL, 17' HT, 6.5' SPR, 4" CAL
UA	3	ULMUS ALATA	WINGED ELM	100 GAL, 15' HT, 5' SPR, 4" CAL
SHRUBS				
IDB	52	ILEX CORNUTA 'DWARF BURFORDII'	DWARF BURFORD HOLLY	3 GAL, 24" HT, 16" SPR
PML	27	PODOCARPUS MACROPHYLLUS	PODOCARPUS	7 GAL, 36" HT, 18" SPR
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
SOD/SEED				
SOD		PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	WEED FREE AND SAND GROWN SOD



1 TREE PLANTING DETAIL
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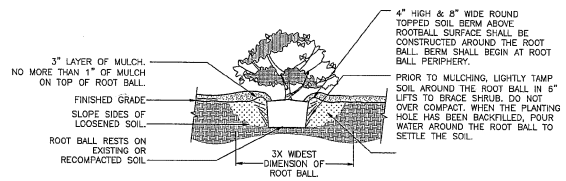

2 SHRUB PLANTING DETAIL
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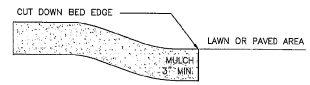
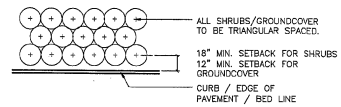


3 MULCH DETAIL
SCALE: N.T.S.



NOTE: THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED WITH A ROW OF SHRUBS AS SHOWN IN THE PLANS AND AT THE SPACING SHOWN IN THE PLANT LIST. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED AT APPROPRIATE SPACING ACCORDING TO THIS PLANT SPACING DETAIL.

4 SHRUB PLANTING DETAIL
SCALE: N.T.S.

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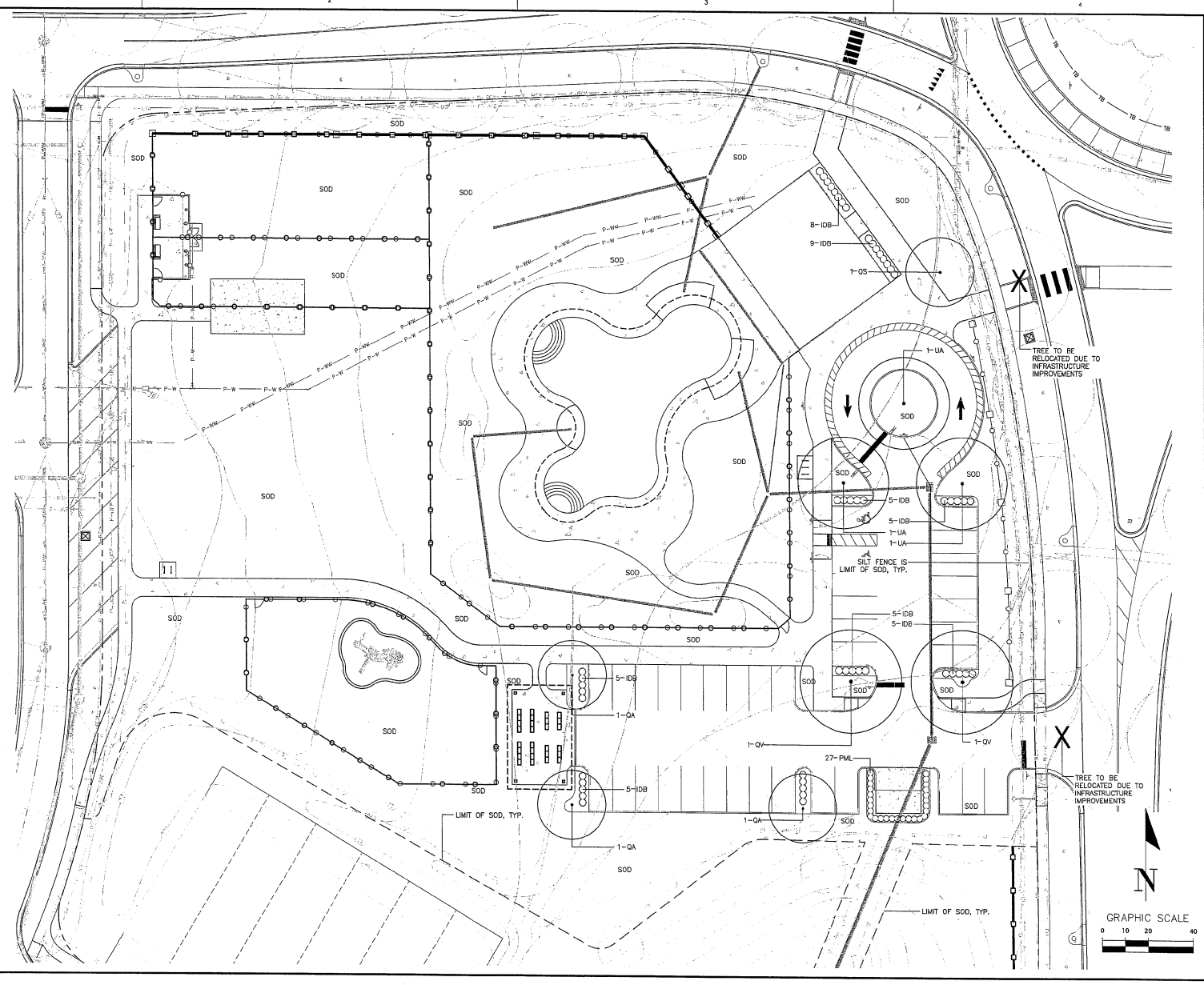
LANDSCAPE/IRRIGATION/PLANTING

SUBMITTALS
11-20-23 - SUBMITTAL TO CITY OF LADY LAKE
03-13-24 - SUBMITTAL TO CITY OF LADY LAKE
03-14-24 - SUBMITTAL TO CITY OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: PLANT SCHEDULE AND LANDSCAPE DETAILS

ESTIMATOR: CV
DESIGNED: CV
DRAWN: TA
QUALITY CONTROL: CT
PROJECT NUMBER: 22-0090.02C

SHEET NO.: LS-1



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SUBMITTALS:
11-20-23 - SUBMITTAL TO CITY OF LADY LAKE
01-12-24 - SUBMITTAL TO CITY OF LADY LAKE
02-14-24 - SUBMITTAL TO CITY OF LADY LAKE

CONSTRUCTION/BID REVISIONS:

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: LANDSCAPE PLAN

TECHNICIAN: CV
DESIGNER: CV
QUALITY CONTROL: CT
PROJECT NUMBER: 22-0090.02C

SHEET NO.: LS-2

SHEET KEY
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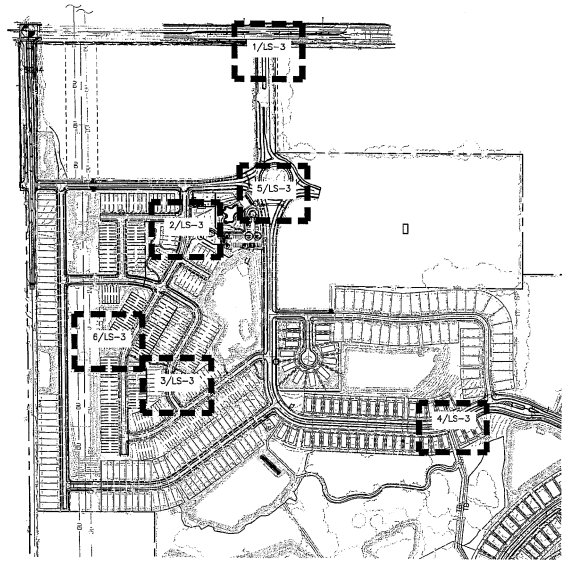

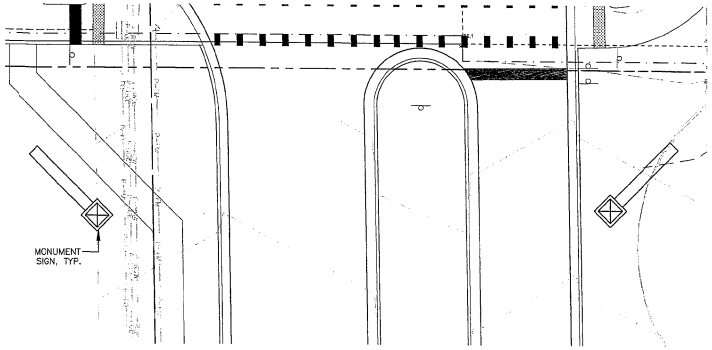

1 ENLARGED MONUMENT SIGN PLAN
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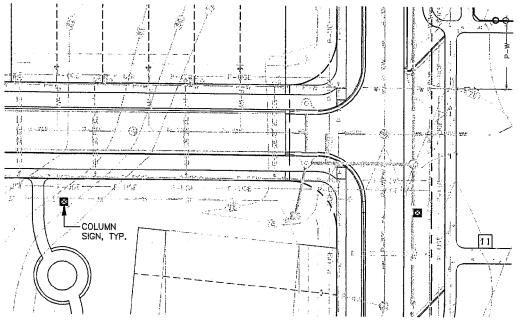
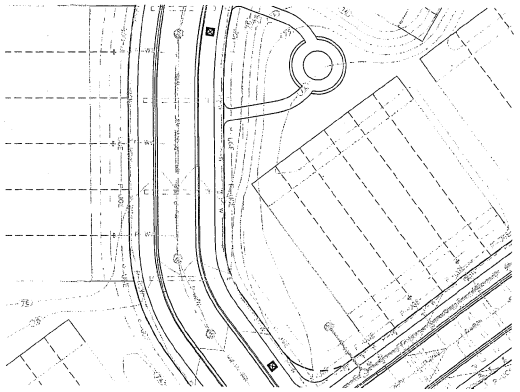
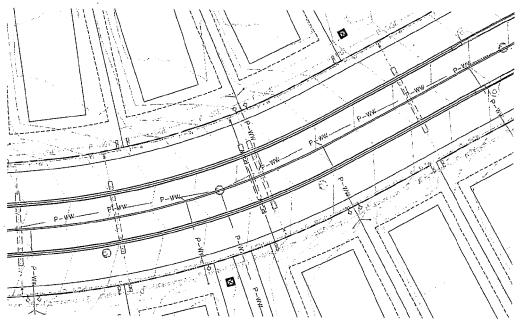


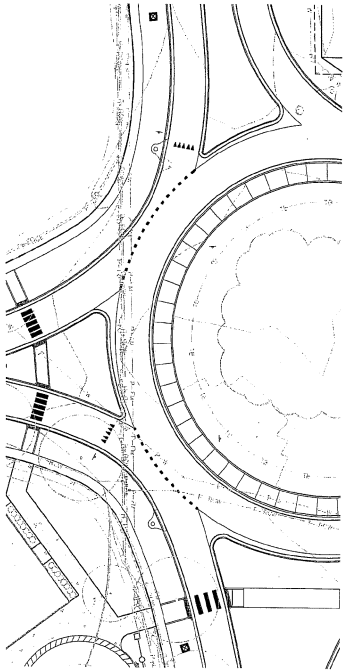
2 ENLARGED COLUMN SIGN PLAN
SCALE:1" = 30'-0"



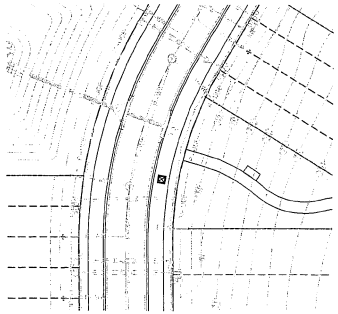
3 ENLARGED COLUMN SIGN PLAN
SCALE:1" = 30'-0"



4 ENLARGED COLUMN SIGN PLAN
SCALE:1" = 30'-0"



5 ENLARGED COLUMN SIGN PLAN
SCALE:1" = 30'-0"



6 ENLARGED COLUMN SIGN PLAN
SCALE:1" = 30'-0"

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CONSTRUCTION/BID REVISIONS:

SUBMITTALS:
11-20-23 - SUBMITTAL TO CITY OF LADY LAKE
01-12-24 - SUBMITTAL TO CITY OF LADY LAKE
02-14-24 - SUBMITTAL TO CITY OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: SIGNAGE PLAN

SEC/PREPARER: CV
DESIGNER: CV
QUALITY CONTROL: CT
PROJECT NUMBER: 22-0090.02C

SHEET NO.: LS-3

SHEET KEY
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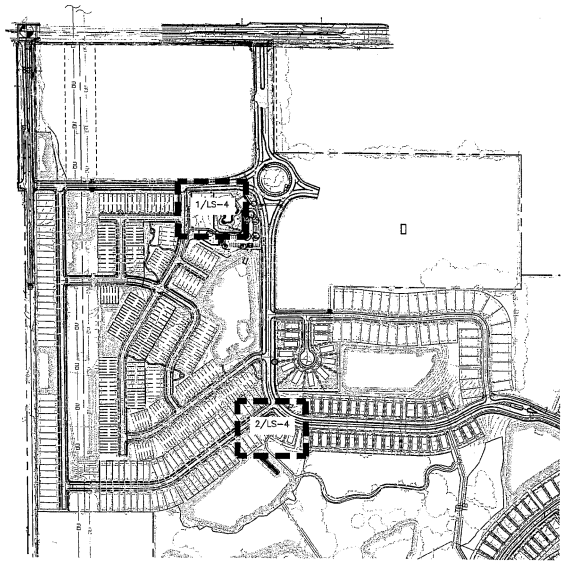
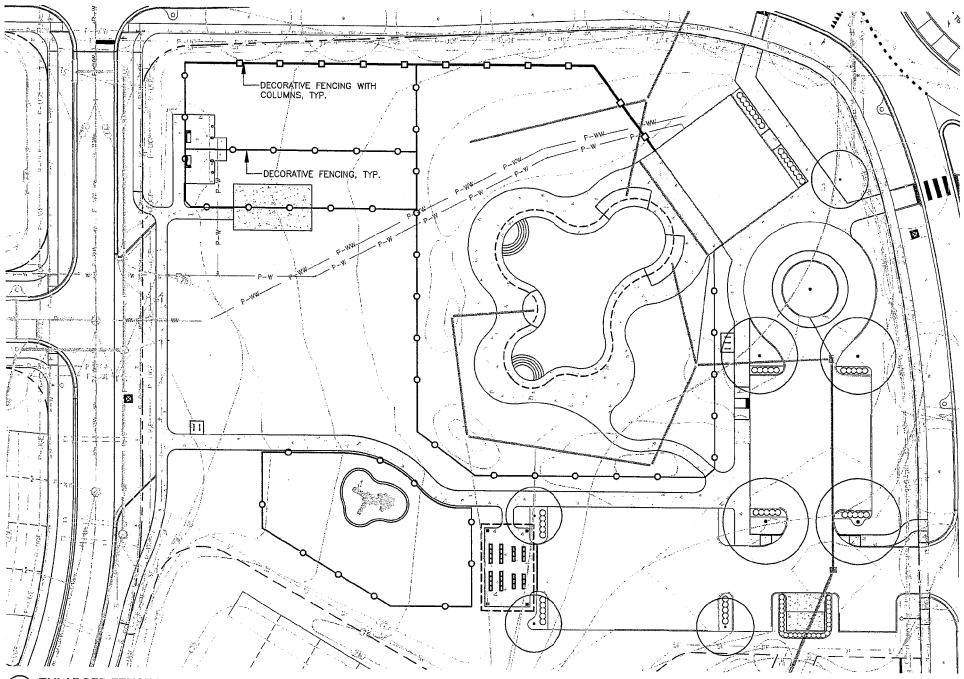
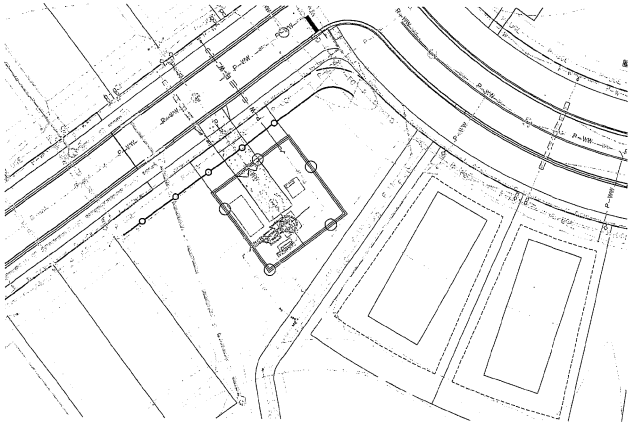




1 ENLARGED FENCE PLAN
SCALE: 1" = 30'-0"



2 ENLARGED FENCE PLAN
SCALE: 1" = 30'-0"

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CONSTRUCTION/AGM REVISIONS

SUBMITTALS:
11-20-23 - SUBMITTAL TO CITY OF LADY LAKE
01-12-24 - SUBMITTAL TO CITY OF LADY LAKE
02-14-24 - SUBMITTAL TO CITY OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: FENCING PLAN

TECHNICIAN: CV
DESIGNER: CV
QUALITY CONTROL: CT
PROJECT NUMBER: 22-0090.02C

SHEET NO.: LS-4

SHEET KEY
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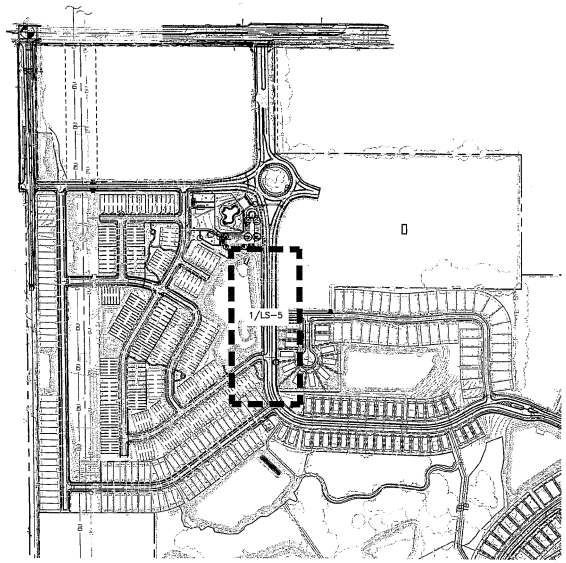

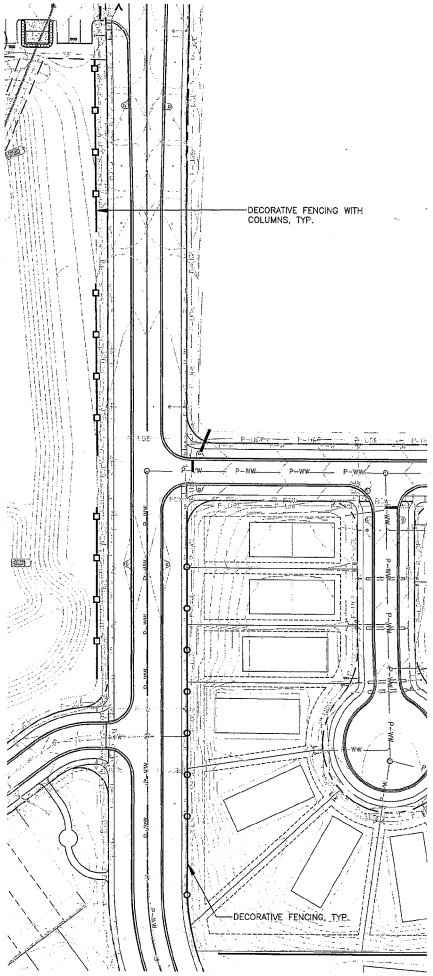

1 ENLARGED FENCE PLAN
SCALE: 1" = 30'-0"

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CONSTRUCTION/BID REVISIONS:

SUBMITTALS:
11-26-23 - SUBMITTAL TO CITY OF LADY LAKE
01-12-24 - SUBMITTAL TO CITY OF LADY LAKE
02-14-24 - SUBMITTAL TO CITY OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: FENCING PLAN

ESTIMATION: CV
DESIGNER: CV
QUALITY CONTROL: CT
PROJECT NUMBER: 22-0090.02C

SHEET NO.: LS-5

SECTION 328400 - IRRIGATION

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS
A. Section 310000 - Earthwork
B. Section 329000 - Planting

1.2 SUMMARY
A. Provide all labor, equipment and incidentals required to render all services required to furnish and install a new automatic irrigation system to serve existing and new plantings and turf within the project area.

7. Reference in Section 02510 re. Saw cut pavement. May need to insert info here.

1.3 SUBMITTALS
A. Submit documentation of actual water supply performance for review and approval prior to commencing installation.
B. Submit electronic copies of product literature for all sprinklers, sprinkler nozzles, automatic control valves, controller, control wire, rain sensor, valve boxes and irrigation piping.
C. Record Drawings:
1. Prepare an electronic as-built drawing (PDF and DWG file format) as installation proceeds and to be submitted prior to final inspection, including:
a. Detail and dimension changes made during construction.
b. Significant details and dimensions not shown in original Bidding Documents.
2. Maintain, at job site, one copy of Contract Documents and relevant shop drawings. Mark this copy "PROJECT RECORD COPY" on cover and maintain in good condition for use in the field by the Landscape Architect and/or Owner.
D. Instruction Manual: Provide a type-written instruction manual that lists complete instructions for system operation and maintenance. Include information about which zones relate to which valve(s) and the general location of these valves.
E. Warranties as listed below.
F. Final payment for system will not be authorized until accurate and complete submittals have been reviewed and approved by the Landscape Architect.

1.4 QUALITY CONTROL
A. All work shall be performed by a Contractor who has completed irrigation work of comparable construction cost and of similar scope in material, design, and extent to that as indicated for this project.
B. Work and materials shall be in accordance with latest rules and regulations and other applicable state or local laws. Nothing in Contract Documents is to be construed to permit work not conforming to these codes.
C. Contractor shall obtain all necessary permits, licenses, notifications, and fees necessary for the completion of the work.
D. Pre-Installation Conference: Meet with the Owner's Representative and Landscape Architect on site to discuss and clarify all aspects of job requirements and sequencing prior to commencing work. Notice and coordinating the scheduling of the conference shall be the responsibility of the Contractor. Provide ten (10) days' notice of the pre-installation conference.
E. Mainline, laterals, and valves are shown for clarity purposed only. All irrigation equipment to be installed within the project area shown.
F. Location of mainline, laterals, valves, and heads are approximate. Actual placement may vary slightly as required to provide head to head coverage and avoid existing improvements, overspray, and trees or improvements to remain.
G. Contractor shall maintain and experienced, full-time supervisor on the project site during all irrigation installation activities.
H. Ensure existing landscape to remain continues to be irrigated throughout construction and until final acceptance.

1.6 DELIVERY, STORAGE, AND HANDLING
A. Contractor is responsible for all delivery, shipping, and safe and proper storing of materials.
B. Protect materials from damage and prolonged exposure to sunlight.

1.7 Warranty
A. Provide a one (1) year warranty to include:
1. Completed system including parts and labor.
2. Filling and repairing depressions and replacing plantings due to settlement of irrigation trenches for one (1) year following final acceptance.
3. System adjustment to supply proper coverage to areas to receive water.

PART 2 - PRODUCTS

2.1 PIPE, PIPE FITTINGS, AND CONNECTIONS
A. Pipe shall be continuously and permanently marked with Manufacturer's name, size, schedule, type, and working pressure.
B. Utilize pipe purple in color if reclaimed water is the irrigation water source.
C. Pipe.
1. Pressure Lines: as indicated on plans
2. Lateral Lines: as indicated on plans
3. Risers: Schedule 80 PVC, gray
4. Sleeving: Schedule 40 PVC
D. Fittings: Schedule 40 PVC.

2.2 SPRINKLER HEADS
A. Conform to requirements shown on plans as to type, radius of throw, pressure, and discharge.

2.3 MICRO-IRRIGATION PRODUCTS
Drip tubing for site landscape beds: Pressure compensating, UV-resistant, dripline as per irrigation schedule on plans. Utilize pipe purple in color if reclaimed water is the irrigation water source.

2.4 WIRING
A. Control wire shall be UL listed, single strand, size 14 gauge, color coded copper conductor direct burial wire. Tape control wire to bottom of main line every ten (10') feet. Where control wire leaves main it shall be enclosed in Class 200 PVC conduit. Use 3M-DBY waterproof wire connectors at splices and locate all splices within valve boxes. Install two spare control wires with mainline from controller.
B. Wire size shall be indicated on wire in a visible location when installed.
C. Use white or gray color for common wire.

2.5 VALVES
A. Valves shall be of size and type indicated in plans.
B. Gate Valves, if required: Bronze construction, angle type, 150 pound class, threaded connections, with cross-type operating handle designed to receive operating key.

2.6 VALVE ACCESSORIES
A. Valve Boxes.
1. Valve boxes shall be 12-inch minimum Rectangular Heavy Duty PVC with locking lid. Mark all lids 'Irrigation Control Valve'.
2. If using reclaimed water for irrigation, utilize purple valve boxes with 'Reuse' stamped or noted on lid.
3. Do not install more than one (1) valve in a single box.
4. Valve boxes shall be large enough for easy removal or maintenance of valves.
5. Mark all lids 'Irrigation Control Valve'.
6. Acceptable manufacturers include:
a. Ametek
b. Brooks
c. Carson

2.7 CONTROLLER
A. Controller shall be as indicated in irrigation schedule in plans.
B. Verify location of controller and mounting procedures with the Project Architect and Owner's Representative prior to installation.
C. Install per manufacturers specifications including proper cadwelded and not clamped grounding procedures.

2.8 WEATHER SENSOR
A. If needed, the rain, wind, or other weather sensor shall be as indicated in irrigation schedule in plans.
B. Verify location of controller and mounting procedures with the Project Architect and Owner's Representative prior to installation.
C. Install per manufacturers specifications.

PART 3 - EXECUTION

3.1 PREPARATION
A. Protect existing irrigation, landscape, hardscape and other improvements to remain. Work of others damaged by the Contractor during course of his work shall be replaced or repaired by the Contractor at his/her expense.
B. It is the responsibility of the Contractor, at no additional cost to the Owner, to ensure that the existing system is protected, operational, and continues to provide irrigation to existing landscape to remain throughout the project's construction and until final acceptance.

3.2 INSTALLATION
A. Install irrigation materials and equipment as detailed on plans. If plans do not thoroughly describe the techniques to be used, the installer shall follow the installation methods and instructions as recommended by their manufacturer.
B. Adjust all components to obtain specified operating parameters, including coverage, operating pressure, flow rates, and operation times, as indicated on drawings or within specifications.
C. Trenching and Backfilling
1. Over-excavate trenches by two (2") inches and bring back to indicated depth by filling with fine, rock-free soil or sand.
2. Cover pipe both top and sides with two (2") inches of material specified in paragraph above. In no case shall there be less than two (2") inches of rock-free soil or sand surrounding pipe.
D. Sleeving: All irrigation lines placed under pavement shall be sleeved as shown on plans. Install at depth as indicated in details on plans.
E. Installation or Modification of Plastic Pipe
1. Install plastic pipe in a manner to provide for expansion and contraction as recommended by Manufacturer.
2. Unless otherwise indicated on plans, install main and lateral lines with a minimum cover of eighteen (18") inches based on finish grade.
3. Install pipe and wires under driveways or parking areas in specified sleeves a minimum of eighteen (18") inches below finish grade or as shown on plans.
4. Drawings show arrangement of piping. Should local conditions necessitate rearrangement, obtain approval of Landscape Architect prior to proceeding with work.
5. Cut plastic pipe square. Remove burrs at cut ends prior to installation so unobstructed flow will result.
6. Make solvent weld joints in the following manner:
a. Clean mating pipe and fitting with clean, dry cloth and apply one (1) coat of P-70 primer to each.
b. Apply uniform coat of 711 solvent to outside of pipe.
c. Apply solvent to fitting in similar manner.
d. Reapply a light coat of solvent to pipe and quickly insert into fitting.
e. Give pipe or fitting a quarter turn to insure even distribution of solvent and make sure pipe is inserted to full depth of fitting socket.
f. Hold in position for fifteen (15) seconds minimum or long enough to secure joint.
g. Wipe off solvent appearing on outer shoulder of fitting.
h. Do not use an excessive amount of solvent thereby causing an obstruction to form on the inside of pipe.
i. Allow joints to set at least 24 hours before applying pressure to PVC pipe.
7. Tape threaded connection with teflon tape.
8. Install concrete thrust blocks wherever change of direction occurs at PVC main pressure lines, unless otherwise detailed on Drawings.
F. Valve Wiring:
1. Tape control wire to bottom of main line every ten (10') feet.
2. Use 3M-DBY waterproof wire connectors at splices and locate all splices within valve boxes.
3. Each common wire may serve only one controller.
4. Add two extra control wires from panel to valves for use if a wire fails and mark it in the control box as an extra wires. These wires shall be of a different color than the primary control wire.
G. Control Valves:
1. Install controller, control wires, and valves in accordance with Manufacturer's recommendations and according to applicable electrical code.
2. Install top of valve a minimum of 15" from finished grade.
3. Locate all valves in planting beds or mulched areas with a minimum offset of 3'-0" from back of curb or edge of pavement.
4. Provide valve number identification tags to all valves as shown in details.
5. Install red and white isolation valves as per details before all groups of remote control valves.
H. Valve Boxes:
1. All valves, including solenoid, gate, isolation, air relief, flush, and control, as well as surge protectors and filters shall be located within specified valve boxes.
2. Install no more than one valve per valve box.
3. Install remote control valves in valve boxes positioned over valve so all parts of valve can be reached for service. Set cover of valve box even with finish grade.
4. Install valve boxes over nine (9") inches of gravel for drainage. Gravel to be cleaned, sized ¼" min. - 3" maximum. Gravel to sit over weed-barrier fabric.
5. Do not bury valve within gravel. Valve to sit on top of gravel bed.
6. Label all valve box covers with the corresponding controller zone number. Numbering size shall be 1" in height.
I. Sprinkler Heads:
1. Prior to installation of sprinkler heads, open control valves and use full head of water to flush out system.
2. Head spacings shown on plan are maximums. Do not exceed spacings shown on plan. Spacing may be adjusted to accommodate changes in terrain, avoid obstructions, or respond to changes in planting layout as long as the modified spacings to do not exceed the spacings shown in plans. Unless otherwise indicated in plans, provide 100% irrigation coverage.
3. Locate no sprinkler head closer than twelve (12") inches from building foundation.
4. Heads immediately adjacent to mowing strips, walks or curbs shall be one (1") inch below top of mowing strip, walk or curb and have a minimum of four (4") inch clearance between head and mowing strip, walk or curb.
5. Place tree bubblers at outer edge of rootball and not outer edge of planting hole.
6. Set sprinkler heads perpendicular to finish grade.
7. Set lawn sprinkler heads adjacent to existing walks, curbs, and other paved areas to grade.
8. Where existing or new trees, lights, signs, above grade utility improvements, and/or other objects are an obstruction to an irrigation sprinkler's pattern, the component and piping shall be relocated as necessary to obtain proper coverage without damaging the obstruction. Notify the Owner's Representative to discuss items that may be an obstruction and to gain approval on an alternative route and/or head placement.
J. Micro-Irrigation/Drip Tubing:
1. Install drip tubes with direct-attached emitters on ground. Do not bury tubes. Do not set tubes on top of mulch. Secure tubing per the manufacturer's specifications.
2. Ensure tubes are covered with mulch and are not visible.

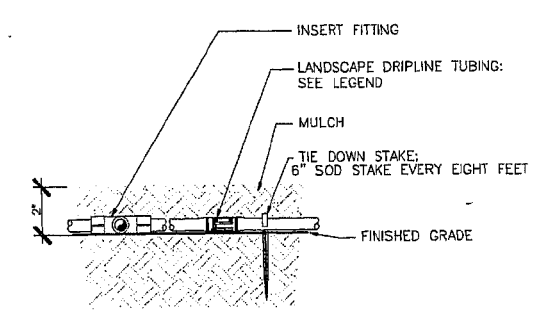
3.3 FIELD QUALITY CONTROL
A. Flushing and Testing:
1. Test mainlines at a pressure of 100 psi for two hours. Mainline pressure shall maintain a pressure between 95 and 100 psi for the entire period of the test. The mainline shall be repaired and retested as necessary to complete the pressure test.
2. Notify Landscape Architect 24 hours prior to test. Do not backfill lines until approved by Landscape Architect.
3. Pressure testing may be conducted in segments separated by isolation valves if so desired.
4. All pressure testing shall be conducted and approved prior to the installation of any plant material.
5. Prior to placement of valves, flush all mainlines for a minimum of 10 minutes or until lines are completely clean of debris, whichever is longer.
B. Operational Test:
1. Upon completion of the entire system, test each zone to visually check for uniform distribution. Distribution shall be checked within any one area and over the entire zone. Test the entire system to demonstrate the complete and successful operation of all equipment. Testing shall be witnessed by the Landscape Architect and the Owner's Representative. Notify the Landscape Architect and the Owner's Representative a minimum of 48 hours prior to test.

3.4 ADJUSTMENT AND CLEANING
A. Adjust heads to proper grade when turf is sufficiently established to allow walking on it without appreciable harm. Such lowering or rising of heads shall be part of original contract with no additional cost to Owner.
B. Adjust sprinkler heads for proper distribution.
C. Trim or adjust heads to avoid overspray onto pedestrian and vehicular access routes and use areas, building faces, and other site improvements.
D. Adjust sprinkler heads to ensure head to head coverage.
E. Adjust watering time of valves to provide proper amounts of water to all plants.
F. Ensure drip tubing is below mulch.

3.5 DEMONSTRATION
A. After system is installed and approved, instruct Owner in complete system operation and maintenance via a walk-through of the system on site.

3.6 INSPECTION AND ACCEPTANCE
A. When all irrigation work is substantially complete, the Landscape Architect will, upon request, make a substantial completion inspection to determine acceptability and compliance with the Contract Documents. The Landscape Architect will produce a written punch list for the Contractor and the Owner's Representative to identify items to be addressed prior to final acceptance.
B. Once items of the punch list are addressed, the Landscape Architect will conduct a final completion inspection. If necessary, the Landscape Architect will produce a final punch list for the Contractor and the Owner's Representative to identify items to be addressed prior to final acceptance.
C. Final acceptance will not be issued until all punch list items have been completed and a reinspection by the Owner results in the Owner's acceptance of all items. Final acceptance will also not be issued until all required submittals have been delivered to the Owner in the formats specified.
D. Work may be inspected for acceptance in portions as phases of installation are completed and as agreeable to Landscape Architect, provided each portion of work offered for inspection is substantially complete.

END OF SECTION



1 DRIPLINE INSTALLATION DETAIL
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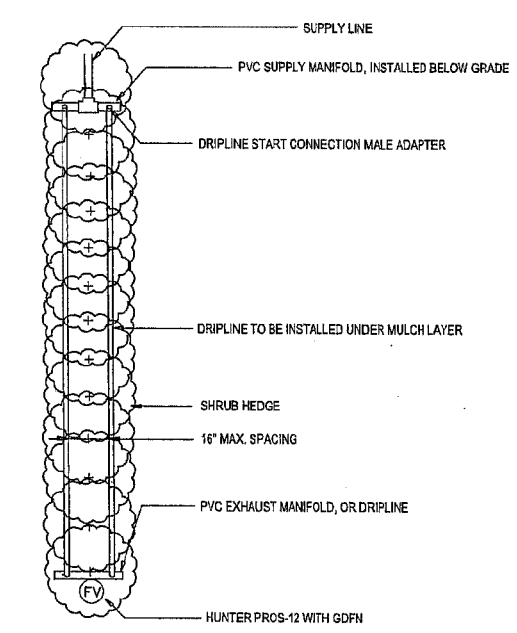
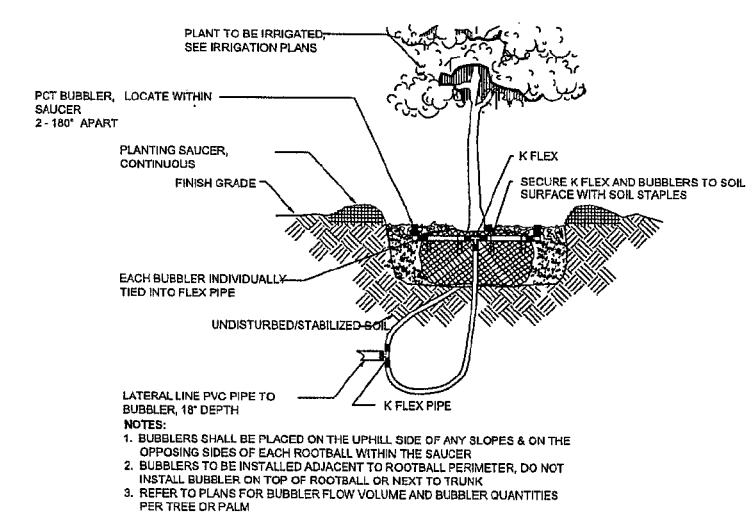


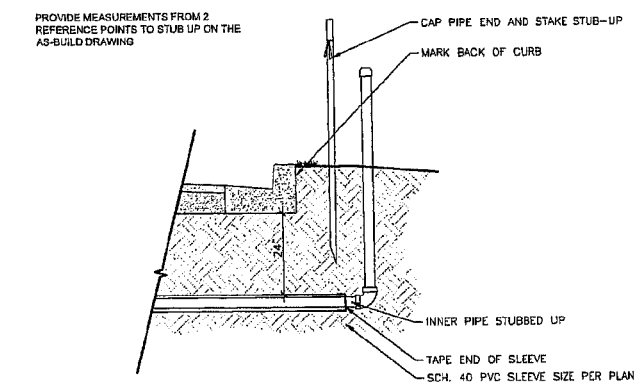
2 DRIPLINE LAYOUT
SCALE: N.T.S.



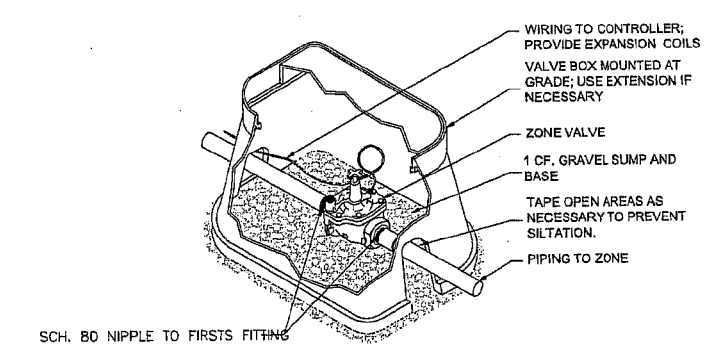
NOTES:
1. BUBBLERS SHALL BE PLACED ON THE UPHILL SIDE OF ANY SLOPES & ON THE OPPOSING SIDES OF EACH ROOTBALL WITHIN THE SAUCER
2. BUBBLERS TO BE INSTALLED ADJACENT TO ROOTBALL PERIMETER, DO NOT INSTALL BUBBLER ON TOP OF ROOTBALL OR NEXT TO TRUNK
3. REFER TO PLANS FOR BUBBLER FLOW VOLUME AND BUBBLER QUANTITIES PER TREE OR PALM

3 BUBBLER APPLICATION
SCALE: N.T.S.

PROVIDE MEASUREMENTS FROM 2 REFERENCE POINTS TO STUB UP ON THE AS-BUILD DRAWING



4 SLEEVING ROUGH-IN DETAIL
SCALE: N.T.S.



INSTALL TOP OF VALVE A MAXIMUM OF 15" FROM FINISHED GRADE.

5 ZONE VALVE INSTALLATION DETAIL
SCALE: N.T.S.

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SCALE: N/A

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CONSTRUCTION/BID REVISIONS:

SUBMITTALS:
11-20-23 - SUBMITTAL TO CITY OF LADY LAKE
01-12-24 - SUBMITTAL TO CITY OF LADY LAKE
02-14-24 - SUBMITTAL TO CITY OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: IRRIGATION DETAILS

TECHNICIAN: CV
DESIGNER: CV
QUALITY CONTROL: CT
PROJECT NUMBER: 22-0090.02C

SHEET NO.: IR-1

Tech: lesner Plot Date: Feb 14,2024 2:14pm Filename: N:\2022\22-0090\Departments\03_Design\02_DWGs\01_Permitting\amenity center\22-0090_Design base amenities center CDs Ir.dwg

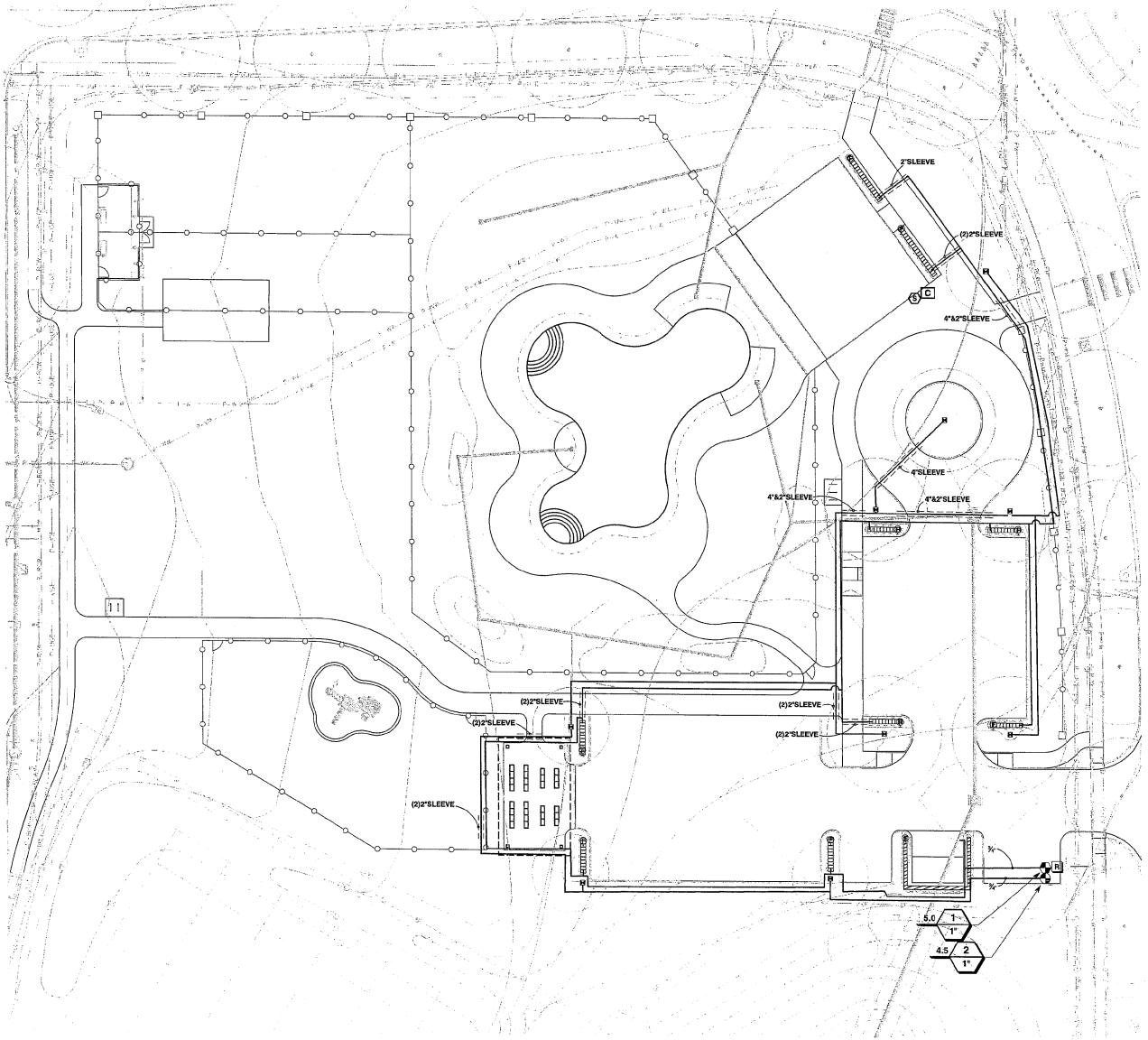
IRRIGATION_SCHEDULE

SYMBOL	MANUFACTURER/MODEL	ARC	PSI	GPM	RADIUS
H	Two Hunter PCB 25-R	360	30	2x.25	3'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
P	Hunter PROS-12-CV-R with a GPH Irrigation Products GDFN
	Area to Receive Dripline Hunter HDL-10-12-R In-Line Pressure Compensating Landscape Dripline with Built-In Check Valve. 1.0GPH emitters at 12.0" O.C. Dripline laterals spaced at 16.0" apart, with emitters offset for triangular pattern. Install dripline on both sides of plant material.

SYMEOL	MANUFACTURER/MODEL/DESCRIPTION
V	Hunter PCZ in a Jumbo Purple Valve Box
C	Hunter PC-400-PL 4 Station Controller
S	Hunter MINI-CLIK Rain Sensor
R	Reclaim Water Meter 3/4" (see civil plans)
———	Irrigation Lateral Line: PVC Class 200 Purple
— — — —	Irrigation Mainline: PVC Class 200 Purple 1"
=========	Pipe Sleeve: PVC Schedule 40

Valve Callout
Valve Number
Valve Flow
Valve Size



GRAPHIC SCALE
0 10 20 40

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SCALE: 1"=20'
VERIFY SCALE: BAR MEASURES 1" ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET ADJUST SCALE ACCORDINGLY.

CONSTRUCTION/BID SET/ISSUED:

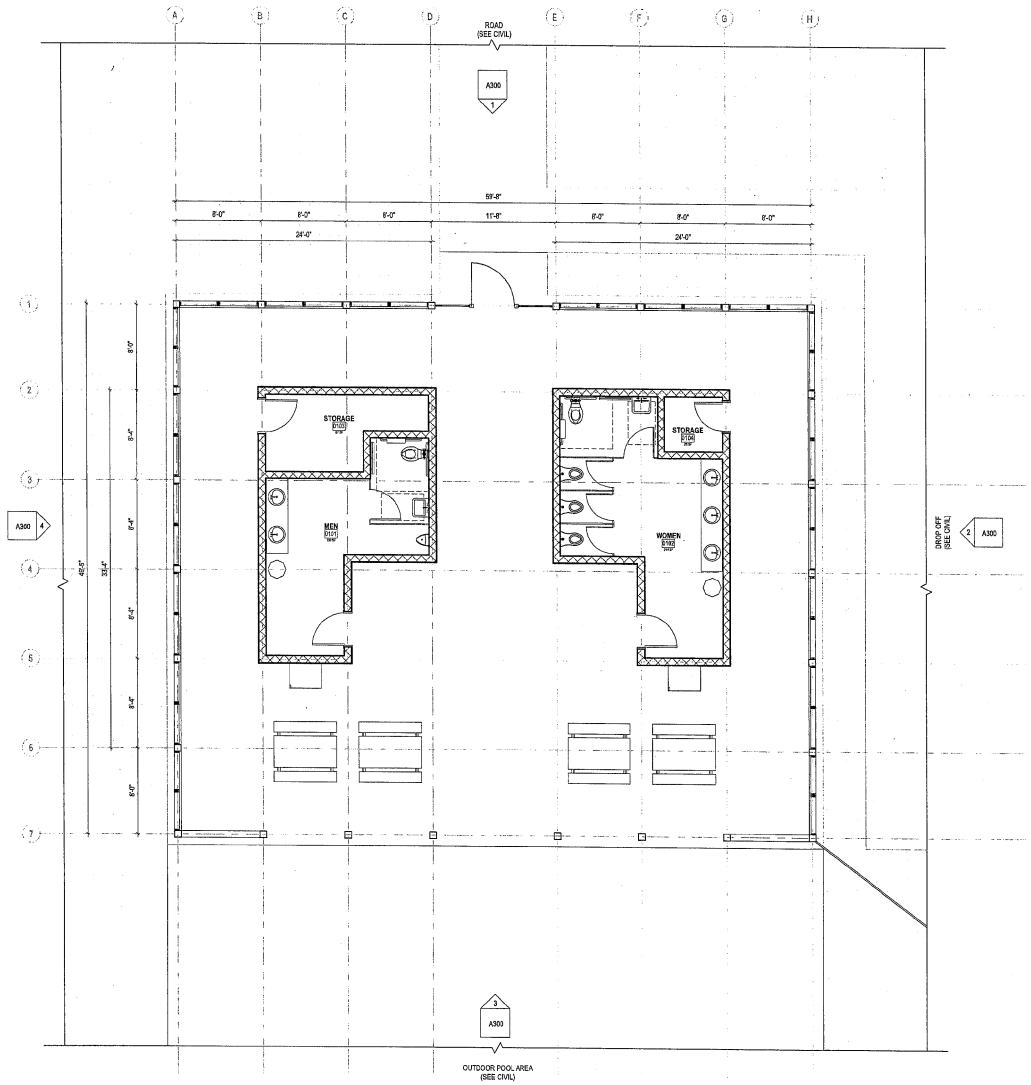
SUBMITTALS:
11-28-23 - SUBMITTAL TO CITY OF LADY LAKE
01-19-24 - SUBMITTAL TO CITY OF LADY LAKE
02-14-24 - SUBMITTAL TO CITY OF LADY LAKE

CLIENT: KOLTER LAND PARTNERS, LLC
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: IRRIGATION PLAN

DESIGNER: CV
EDITOR:
QUALITY CONTROL: CT
PROJECT NUMBER: 22-00090.02C

SHEET NO.: IR-2

Hyde Manor Plat Date: Feb 14,2024 3:25pm XRefs: N:\2022\22-00090\Departments\02_Design\02_Civil\03_Drawing\Amenity center\22-00090_Hydes Manor satellite water CDs Tim.dwg



1 A110 ARCHITECTURAL FLOOR PLAN - AMENITY
SCALE: 3/16" = 1'-0"

SHEET NOTES

1. DO NOT DETERMINE DIMENSIONS AND SIZE OF THE GRAPHIC REPRESENTATIONS SHOWN ON THE DRAWINGS BY USING MEASURING DEVICES (DO NOT "SCALE"), RELY ON THE NUMERIC DIMENSIONS SHOWN ON THE DRAWINGS FOR MEASUREMENT.
2. REFER TO SHEET A001 FOR PLAN LEGEND, ABBREVIATIONS AND GENERAL NOTES.
3. REFER TO SHEET A200 FOR INTERIOR SECTIONS.
4. REFER TO SHEET A601 FOR INTERIOR DETAILS.

FLOOR PLAN GENERAL NOTES

1. DO NOT DETERMINE DIMENSIONS AND SIZE OF THE GRAPHIC REPRESENTATIONS SHOWN ON THE DRAWINGS BY USING MEASURING DEVICES (DO NOT "SCALE"), RELY ON THE NUMERIC DIMENSIONS SHOWN ON THE DRAWINGS FOR MEASUREMENT.
2. EACH CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE DRAWINGS AND OBTAIN ALL MEASUREMENTS REQUIRED FOR PROPER EXECUTION OF WORK.
3. DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
4. UNLESS NOTED OTHERWISE, PLAN DIMENSIONS ARE TAKEN FROM CENTERLINE OF STRUCTURE, FACE OF CONCRETE OR FACE OF STUD UNO.
5. FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE PRODUCT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND STANDARD DETAILS, IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATION REQUIREMENTS AND DESIGN INTENT.
6. PROVIDE FIRE EXTINGUISHERS (FE) AND FIRE EXTINGUISHER CABINETS (FEC) AS INDICATED ON THE PLANS.

LEGEND

NOT IN CONTRACT

Plumbing Fixtures:

POOL SIZE = 4,362 SF

FIXTURE	PLUMBING CODE REQUIREMENT	CALCULATION	CONFIRMATION OF CODE COMPLIANCE
WATER CLOSETS	MALE: 1 PER 2,500 FEMALE: 1 PER 1,250	4,362 / 2,500 = 1.74 = 2 MALE 4,362 / 1,250 = 3.49 = 4 FEMALE	MINIMUM NUMBER REQUIRED: 2 MALE & 4 FEMALE = 6 TOTAL ACTUAL PROVIDED: 2 MALE (1 WC + 1 URINAL) & 4 FEMALE = 6 TOTAL
LAVATORIES	MALE: 1 PER 5,000 FEMALE: 1 PER 5,000	4,362 / 5,000 = 0.87 = 1 PER SEX	MINIMUM NUMBER REQUIRED: 1 PER SEX = 2 TOTAL ACTUAL PROVIDED: 2 MALE & 3 FEMALE = 5 TOTAL

tekton ARCHITECTURE
10 SW 1st Avenue
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SEAL:

KEVIN TODD WHITEHEAD, AIA
FL. LIC. NO: AR 97245

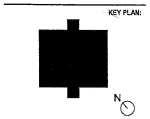
PROJECT:

Hammock Oaks Amenity & Pavilion

PREPARED FOR:

Hammock Oaks

KEY PLAN:



SHEET INFORMATION:

ISSUE DATE:	24-0109
PROJECT NO.:	23013
DRAWN BY:	GAF
CHECKED BY:	KTW

SHEET REVISION:

REVISION	DESCRIPTION	DATE

TITLE:

ARCHITECTURAL FLOOR PLAN - AMENITY

SHEET:

A110

SUBMITTAL:

TOWN SUBMITTAL

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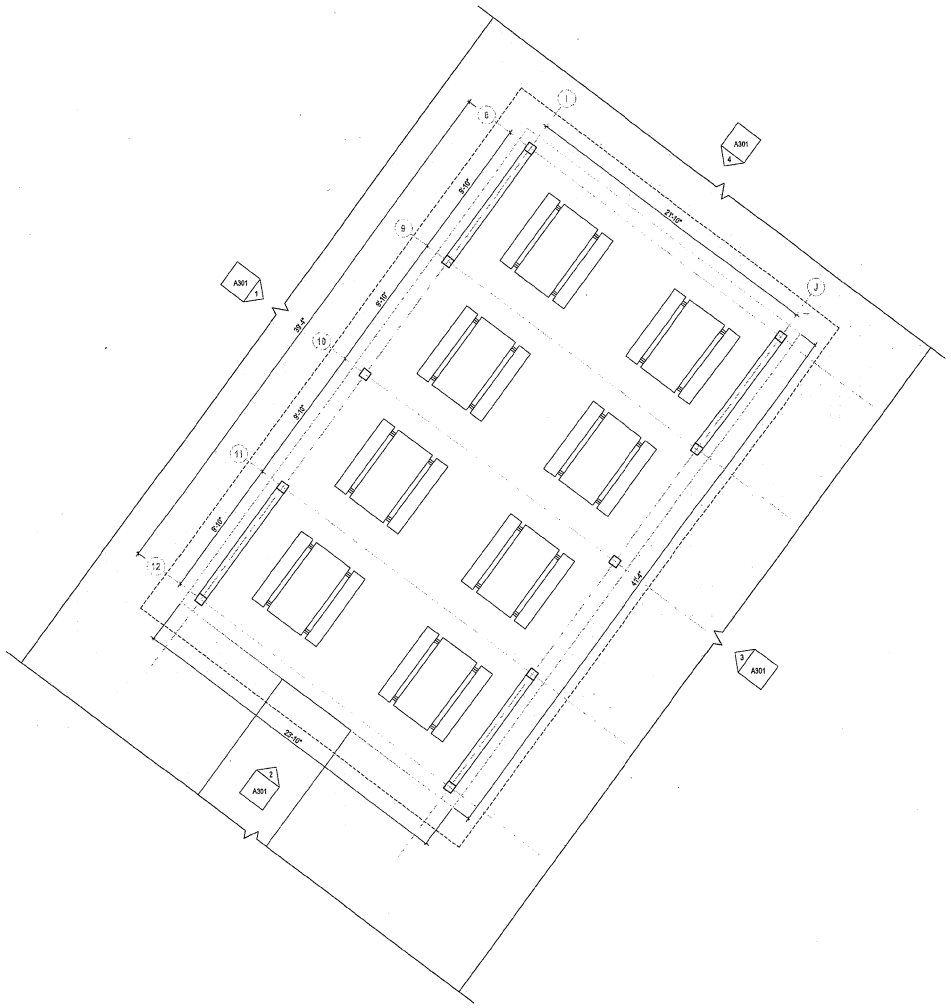

1 ARCHITECTURAL FLOOR PLAN - PAVILION
A111 SCALE: 1/4" = 1'-0"

SHEET NOTES

1. DO NOT DETERMINE DIMENSIONS AND SIZE OF THE GRAPHIC REPRESENTATIONS SHOWN ON THE DRAWINGS BY USING MEASURING DEVICES (DO NOT "SCALE"), RELY ON THE NUMERIC DIMENSIONS SHOWN ON THE DRAWINGS FOR MEASUREMENT.
2. REFER TO SHEET A001 FOR PLAN LEGEND, ABBREVIATIONS AND GENERAL NOTES.
3. REFER TO SHEET A200 FOR INTERIOR SECTIONS.
4. REFER TO SHEET A400 FOR INTERIOR DETAILS.

FLOOR PLAN GENERAL NOTES

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2. EACH CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE DRAWINGS AND OBTAIN ALL MEASUREMENTS REQUIRED FOR PROPER EXECUTION OF WORK.
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5. FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE PRODUCT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND STANDARD DETAILS, IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATION REQUIREMENTS AND DESIGN INTENT.
6. PROVIDE FIRE EXTINGUISHERS (FE) AND FIRE EXTINGUISHER CABINETS (FEC) AS INDICATED ON THE PLANS.

LEGEND

NOT IN CONTRACT

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SEAL:

KEVIN TODD WHITEHEAD, AIA
FL. LIC. NO: AR 97245

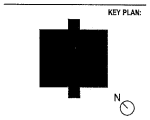
PROJECT:

Hammock Oaks Amenity & Pavilion

PREPARED FOR:

Hammock Oaks

KEY PLAN:



SHEET INFORMATION:

ISSUE DATE:	24-0109
PROJECT NO.:	23013
DRAWN BY:	GAF
CHECKED BY:	KTW

SHEET REVISION:

REVISION	DESCRIPTION	DATE

TITLE:

ARCHITECTURAL FLOOR PLAN - PAVILION

SHEET:

A111

SUBMITTAL:

TOWN SUBMITTAL

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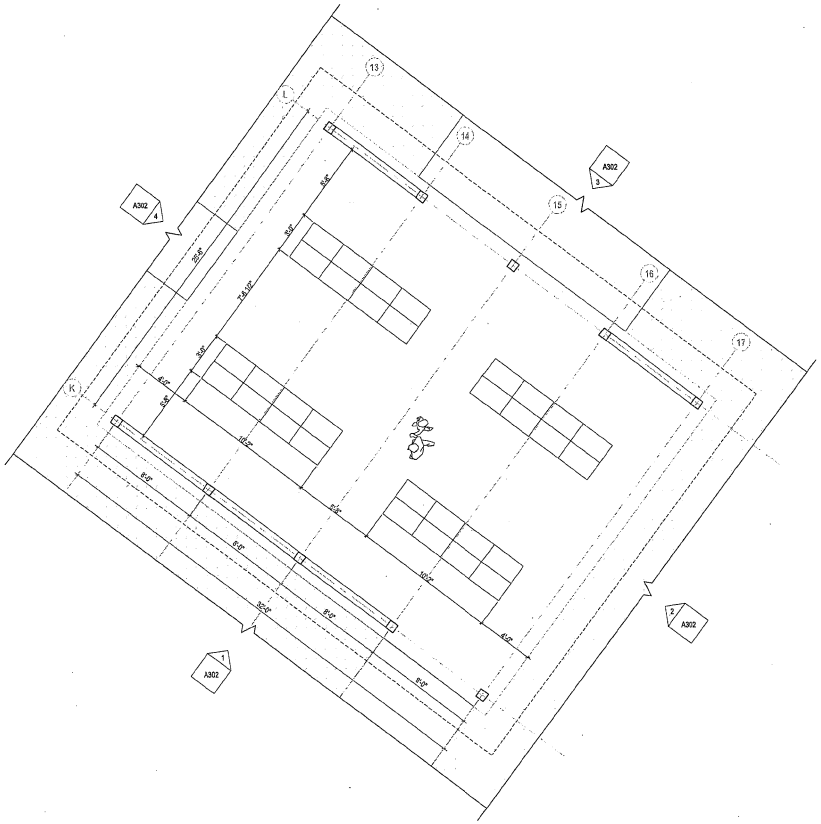
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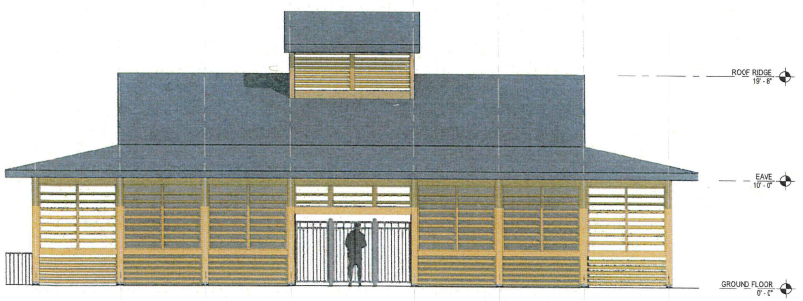
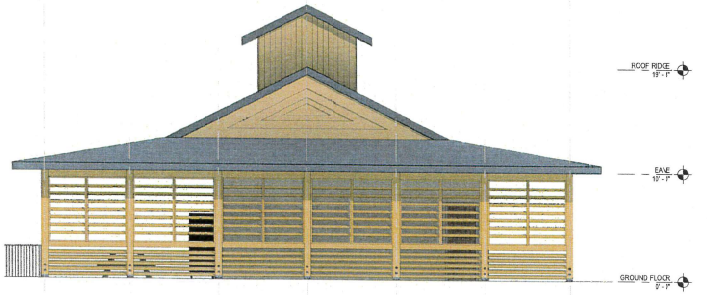
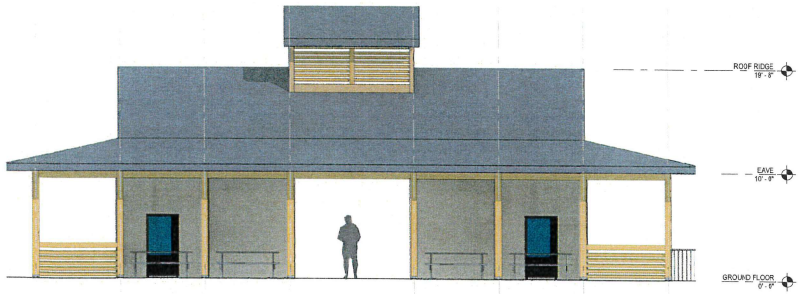


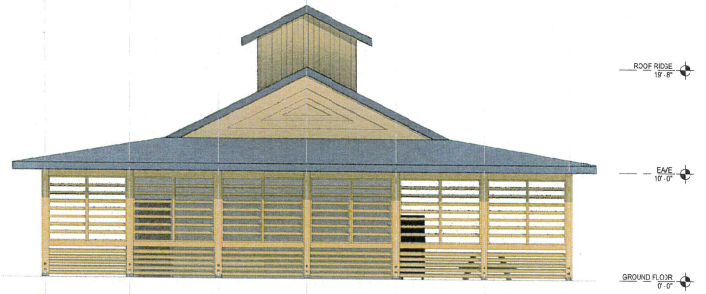
1 A300 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 A300 EAST ELEVATION
SCALE: 3/16" = 1'-0"



3 A300 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



4 A300 WEST ELEVATION
SCALE: 3/16" = 1'-0"

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SEAL:

KEVIN TODD WHITEHEAD, AIA
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PROJECT:

Hammock Oaks Amenity & Pavilion

PREPARID FOR:

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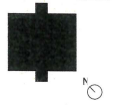
KEY PLAN:



SHEET INFORMATION:

ISSUE DATE:	24-0109
PROJECT NO.:	23013
DRAWN BY:	GAF
CHECKED BY:	KTW

SHEET REVISION:

REVISION	DESCRIPTION	DATE

TITLE:

EXTERIOR ELEVATIONS - AMENITY

SHEET:

A300

SUBMITTAL:

TOWN SUBMITTAL

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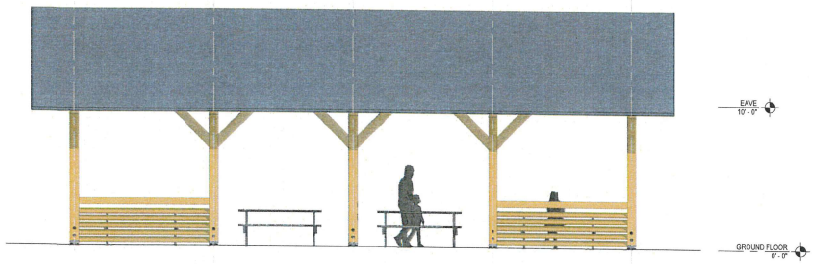
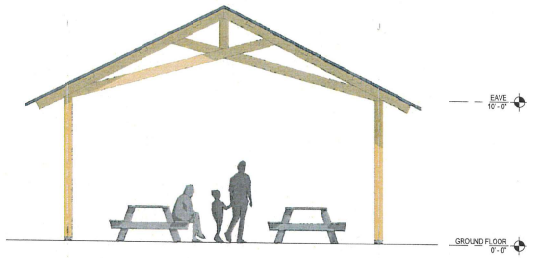


1 A301 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



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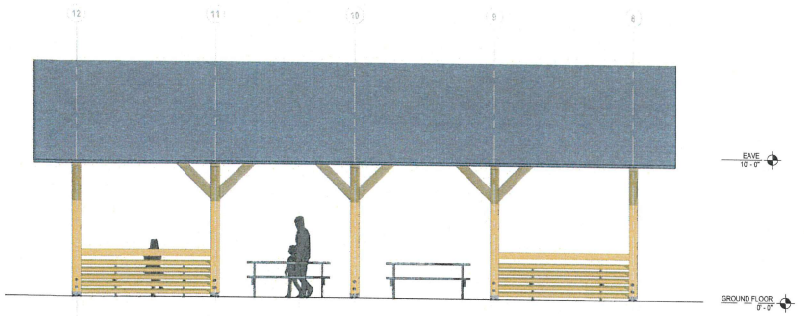

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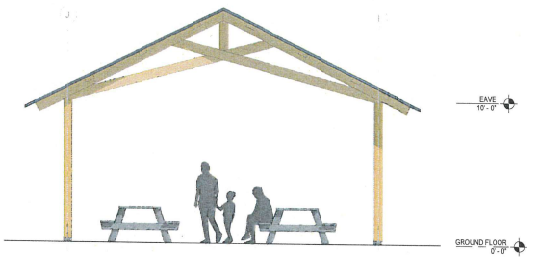

4 A301 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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tekton
ARCHITECTURE
10 SW 1st Avenue
Gainesville FL 32601
t. +1 352 377 5144
www.tektonarc.com
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CHW
CHW Professional Consultants
1801 Research Drive
Alachua FL 32237
t. +1 352 331 1976
www.chw-inc.com

SEAL:

KEVIN TODDWHITEHEAD, AIA
FL LIC. NO. AR 97245

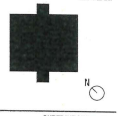
PROJECT:

Hammock Oaks Amenity & Pavilion

PREPARED FOR:

Hammock Oaks

KEY PLAN:



SHEET INFORMATION:

ISSUE DATE:	24-0109
PROJECT NO.:	23013
DRAWN BY:	GAF
CHECKED BY:	KTW

SHEET REVISION:

REVISION	DESCRIPTION	DATE

TITLE:

EXTERIOR ELEVATIONS - PAVILION

SHEET:

A301

SUBMITTAL:

TOWN SUBMITTAL

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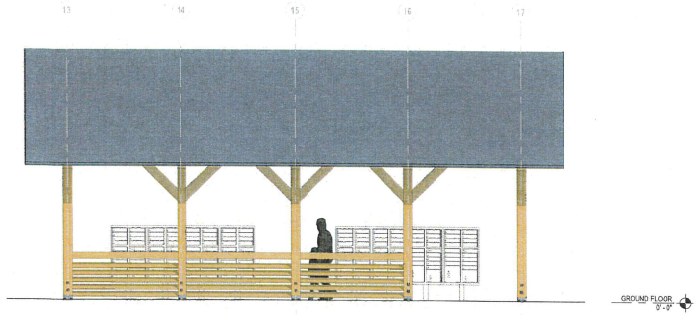

1 A302 WEST ELEVATION
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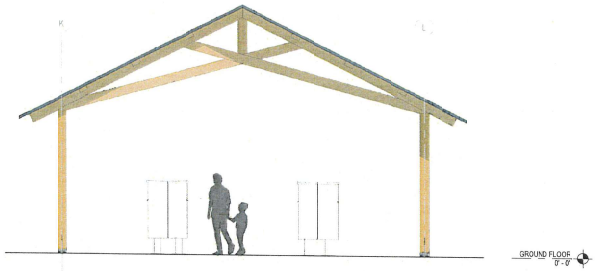
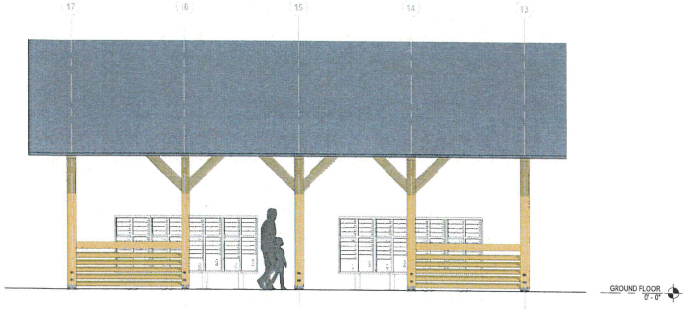
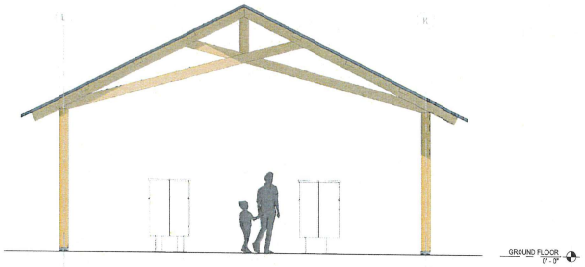


2 A302 SOJTH ELEVATION
SCAIE: 1/4" = 1'-0"



3 A302 EAST ELEVATION
SCAIE: 1/4" = 1'-0"



4 A302 NORTH ELEVATION
SCAIE: 1/4" = 1'-0"

tekton
ARCHITECTURE
10 SW 1st Avenue
Gainesville FL 32601
t +1 352 377 5544
www.tektonarc.com
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CIVIL
CHW Professional Consultants
11801 Research Drive
Alachua FL 32257
t +1 352 331 1976
www.chw-inc.com

SEAL:

KEVIN TODDWHITEHEAD, AIA
FL LIC. NO. AR 97245

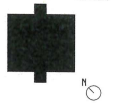
PROJECT:

Hammock Oaks Amenity & Pavilion

PREPARED FOR:

Hammock Oaks

KEY PLAN:



SHEET INFORMATION:

ISSUE DATE:	24-0109
PROJECT NO.:	23013
DRAWN BY:	GAF
CHECKED BY:	KTW

SHEET REVISION:

REVISION	DESCRIPTION	DATE

TITLE:

EXTERIOR ELEVATIONS - NAIL KIOSK

SHEET:

A302

SUBMITTAL:

TOWN SUBMITTAL

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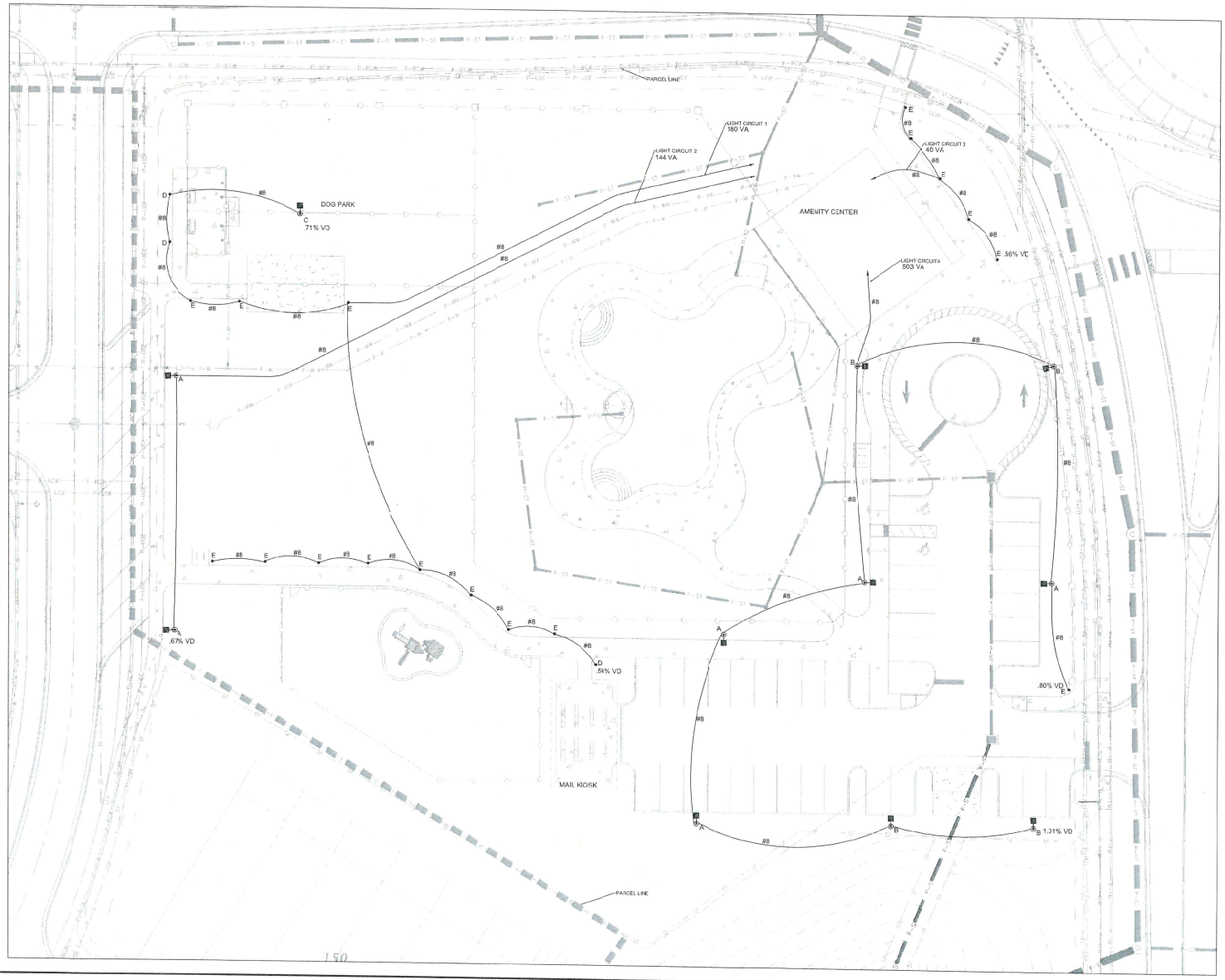

GRAPHIC SCALE

0 10 20 40

NORTH

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Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA
CA 5075

CHW
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SCALE

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SCALES ACCORDINGLY

CONSTRUCTION(S) REVISIONS

SUBMITTED
11/20/23 SUBMITTAL
02_15_24 SUBMITTAL

CLIENT

PROJECT
HAMMOCK OAKS AMENITY CENTER

SHEET TITLE
LIGHTING PLAN

DESIGN DATE
DESIGNER
PROJECT MANAGER
PROJECT NUMBER
22-0090

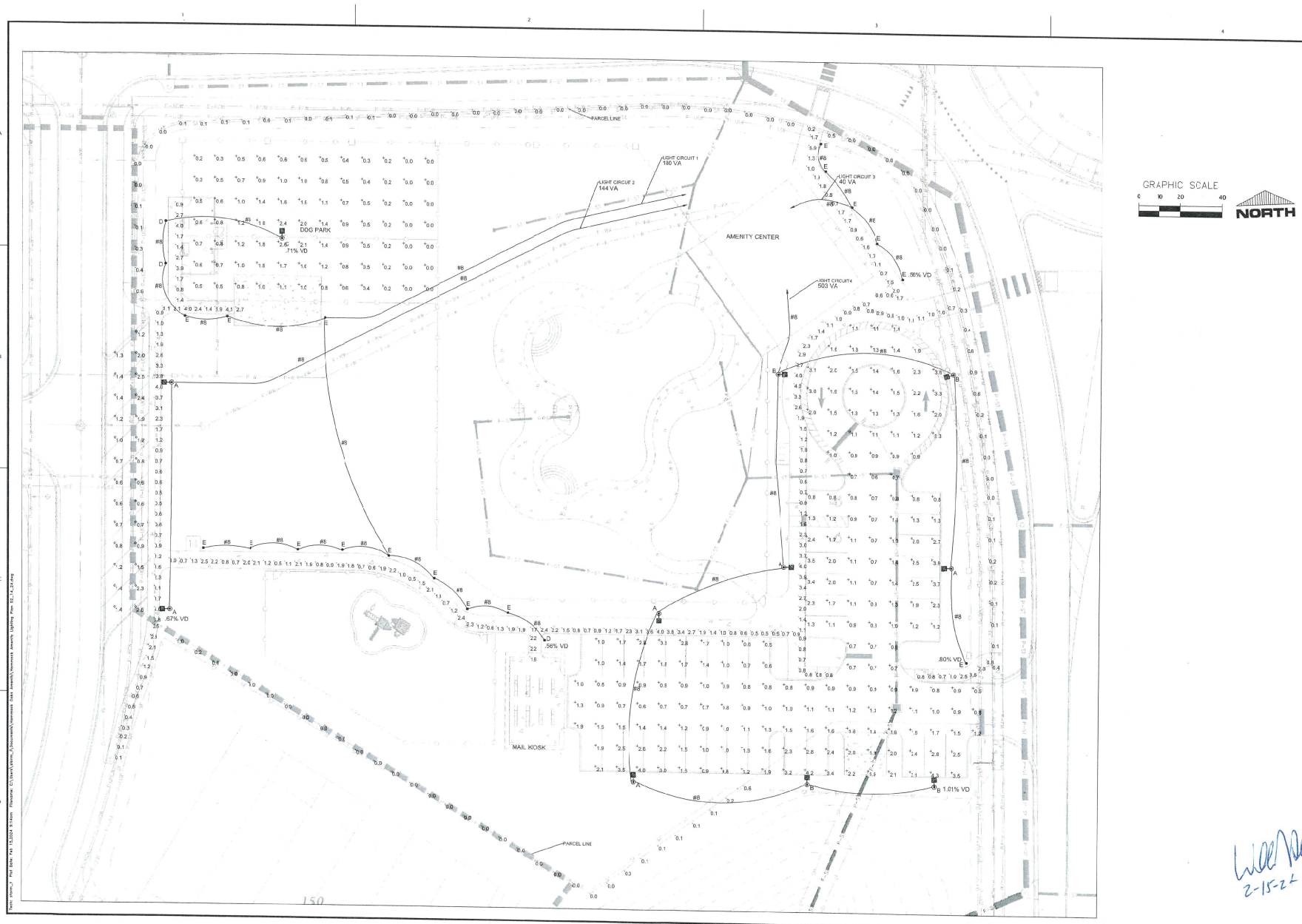
WILLIAM T. STORMANT

WILLIAM T. STORMANT
LICENSE
No. 44156
STATE OF FLORIDA
PROFESSIONAL ENGINEER

FL PE No. 44156

SHEET NO.
P1

2-15-24



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CONSTRUCTION/ISSUE REVISIONS

SUBMITTAL: 1/17/2023 SUBMITTAL; 02.15.24 SUBMITTAL

CLIENT:

PROJECT: HAMMOCK OAKS AMENITY CENTER

SHEET TITLE: PHOTOMETRIC PLAN

DESIGNER: WILLIAM T. STORMANT

DRAWN BY: WILLIAM T. STORMANT LICENSE No. 44156 STATE OF FLORIDA PROFESSIONAL ENGINEER

FL P. No. 44156

SHEET NO. P2

2-15-24

SPECIFICATIONS:

1. SCOPE OF PROJECT - THE WORK SHALL INCLUDE (BUT NOT BELIMITED TO) THE FOLLOWING COMPLETE (AND OPERATING) SYSTEMS AND AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN FOR PARKING, STREET AND PATHWAY LIGHTING SYSTEMS. THE LIGHTING WILL BE FED FROM A PANEL LOCATED IN THE AMENITY CENTER AND CONTROLLED FROM A PHOTOCELL AND TIME CLOCK.-THE PANEL AND TIME CLOCK ARE NOT A PART OF THESE PLANS.

1.' PROVIDE ALL WIRING, CONDUIT, POLES, LUMINAIRES, BASES, JUNCTION BOXES AND EQUIPMENT TC INSTALL A COMPLETE AND OPERATING LIGHTING SYSTEM. CONTRACTOR'SRESPONSIBILITY TO ADD PULL BOXES AS NEEDED TO MEET CODE.

1.2 ALL CONSTRUCTION SHALL BEIN COMPLIANCE WITH THE REQUIREMENTS FOR THIS TYPE FACILITY AND MEET THE TOWN OF LADY LAKE, FL LAND DEVELOPMENT CODES AND REGULATIONS.

1.3 THIS DESIGN AND WORK SHALL COMPLY WITH ALL LEGALLY REQUIRED CODES AND STANDARDS, INCLUDING:
FLORIDA FIRE PREVENTION CODE 7TH EDITION (2020)
NFPA 101, THE LIFE SAFETY CODE (2020)
NFPA 1, THE FIRE CODE (2020)
NFPA 70, NATIONAL ELECTRICAL CODE (2017)
FLORIDA BUILDING CODE (2020)
NATIONAL ELECTRICAL SAFETY CODE (2017)
ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA) STANDARDS
UNDERWRITERS LABORATORY AND STANDARDS THAT APPLY TO THIS TYPE OF CONSTRUCTION

1.4 "PROVIDE" SHALL MEAN FURNISH, INSTALL, CONNECT, ADJUST, AND TEST EXCEPT WHERE NOTED.

2. MATERIALS AND EQUIPMENT SHALL BE NEW AND SUITABLE FOR THE PURPOSE INTENDED. CUT SHEETS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO ORDERING FOR APPROVAL.

2.' SECONDARY CABLES SHALL COPPER WITH THHN OR THWN-2 INSULATION WITH COLORATION TO MEET THE NATIONAL ELECTRICAL CODE REQUIREMENTS: BLACK A PHASE, RED B PHASE, BLUE C PHASE, WHITE NEUTRAL AND GREEN EGC. EXCEPT WHERE NOTED ALL CONDUCTORS ARE #8.

2.2 PVC CONDUIT SHALL BE SCHEDULE 40, HEAVY WALL, RATED FOR 90C. CABLE, UL LISTED IN 10 OR 20 FOOT LENGTHS WITH I NTEGRAL BELLS.

2.3 GALVANIZED RIGID CONDUIT SHALL BE USED FOR ALL ABOVEGROUND APPLICATIONS AND WHERE EXPOSED TC DAMAGE.

2.4 BURIED WARNING TAPE FOR BURIED CABLE SHALL MEET OSHA REGULATION 1926-956 (C) (1). "APE SHALL BE 6" WIDE WITH BLACK LETTERS IMPRINTED ON RED BACKGROUND. ACCEPTABLE MANUFACTUREFS: ALLEN SYSTEM, REEF INDUSTRIES, EMPIRE LEVEL MFG, THOR ENTERPRISES, INC.

2.5 JUNCTION BOXES SHALL BE MADE OF POLYMER CONCRETE BOX AND COVER. COVER HAVE "LGHTING" LOGO. BOX SHALL HAVE LIVE LOADING DESIGNATION AASHTO H-15 . MINIMUM BASIS OF DESIGN CDR (QUAZITE) PC1212HA0029. INCREASE SIZE AS NEEDED.

2.6 SECONDARY CONNECTIONS MADE WITHIN ENCLOSURES SHALL BE DIRECT BURIAL (SUBMERSIBLE) . BOLTED TYPE. APPROVED MANUFACTURERS ARE UTILCO, CNC, AND ESP.

2.7 FUSING FOR LIGHT FIXTURES SHALL BE GLR TYPE. THEY SHAL. BE LOCATED IN THE HAND HOLE OF THE POLE.

2.8 LIGHT POLE BASES SHOWN IS FOR BIDDING PURPOSES ONLY. CONTRACTOR IS TO VERIFY WHETHER BASES IS ADEQUATE TOMEET FLORIDA BUILDING CODE REQUIREMENTS.

2.9 SEE LIGHTING SCHEDULE (SHEET P3) FOR STREET LIGHT FIXTURE AND POLE SPECIFICATIONS. POLES AND BASES SHALL HAVE A WIND LOAD RATING COMPLIANT WITH CURRENT CODES INCLUDING ANY ALLOWANCES FOR GUSTS.

2.10 CONCRETE FOR STREET LIGHT POLE BASES BE RATED FOR 3000 PSI MINIMUM COMPRESSIVE STRENGTH WITHIN 28 DAYS. ADD STEEL REINFORCING AS NEEDED TO MEET FLORIDA BUILDING CODE WIND LOADING REQUIREMENTS.

3. INSTALLATION

3.1 GOOD WORKMANSHIP IS EXPECTED IN THE INSTALLATION OF ALL EQUIPMENT. ALL EQUIPMENT SHALL BE INSTALLED LEVEL AND PLUMB.

3.2 ELECTRICAL CONTRACTOR SHALL MAKE FINAL CONNECTIONS TO ITEMS AND EQUIPMENT SHOWN AS PART OF THE GENERAL CONTRACT WHICH REQUIRE ELECTRICITY, INCLUDING CONTROL WIRING AND WIRING TO CONNECT EXISTING EQUIPMENT.

3.3 ALL ELECTRICAL EQUIPMENT AND SYSTEMS SHALL BE TESTED AND ADJUSTED FOR PROPER OPERATION. COMPLETE WIRING SYSTEM SHALL BE FREE OF SHORT CIRCUITS.

3.4 ADDITIONAL ITEMS NOT SHOWN MAY BE PRESENT AND LOCATIONS MAY DIFFER FROM THAT SHOWN. CONTRACTOR SHALL EXCAVATE AND CONDUCT DEMOLITION SO AS TO AVOID DAMAGE TO EXISTING ITEMS, SHALL NOTIFY OWNER AND ENGINEER AT ONCE OF ALL DAMAGE AND SHALL REPAIR DAMAGE TO ORIGINAL CONDITION TO THE SATISFACTION OF OWNER AND ENGINEER AT NO CHANGE IN CONTRACT AMOUNT.

3.5 ALL CONDUIT INSTALLED SHALL MEET MINIMUM COVER AS PER NEC: 18" COVER UNLESS UNDER STREETS AND PARKING WHERE IT SHALL BEINSTALLED AT 24" COVER.

3.6 CONDUIT CAN BE PVC EXCEPT WHERE ABOVE GROUND WHERE IT MUST BE RIGID GALVANIZED CONDUIT.

3.7 INSTALL BURIED WIRE WARNING TAPE 12" BELOW FINAL GRADE

3.8 ALL METAL BOXES, CABINETS, EQUIPMENT, ETC. SHALL BE GROUNDED AS REQUIRED BY CODE

3.9 INSTALL EQUIPMENT GROUNDING CONDUCTOR (EGC) IN ALL FEEDER AND BRANCH CIRCUITS.

3.10 JUNCTION BOXES LOCATED ADJACENT TO LIGHT POLES, PROVIDE A GROUND ROD IN THE BOX. A BARE CONDUCTOR FOR BONDING MUST BERUN FROM THE ROD TO THE LIGHT POLE. ALSO, CONNECT THEEGC TO THE GROUND ROD. NOMECHANICAL CLAMPS ARE ALLOWED.

3.11 LOCATE JUNCTION BOXES WITHIN 2' OF POLES. WHERE LOCATED ADJACENT TO SIDEWALK, INSTALL SQUARE TO SIDEWALK, PLUMB, THE TOP LEVEL AT SAME GRADE AS THE SIDEWALK.

3.12 ALL METALLIC CONDUIT TERMINATING IN OUTLET, JUNCTION OR PULL BOXES AND CABINETS MUST TERMINATE WITH AN INSULATING BUSHING AND DOUBLE LOCKNUTS EXCEPT AT BOXES WITH THREADED HUBS WHERE THEY MAY BE OMITTED

3.13 ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.

3.14 POLE BASES SHALL BE FORMED AND POURED IN PLACE WITH 1" CHAMFER. INSTALL ANCHOR BOLTS, REBAR AND REBAR HOOPS AND 1 ½" CONDUIT. THE BASE SIZE AND STEEL REINFORCEMENT SHALL MEET MANUFACTURER SPECIFICATIONS AND SHALL BE ADEQUATE TO MEET THE FLORIDA BUILDING CODE. VERIFY ALL BOLT HOLE LOCATIONS.

GENERAL NOTES:

THE DRAWINGS ARE IN PART DIAGRAMMATIC AND ARE INTENDED TO CONVEY THE SCOPE OF THE WORK, INDICATE THE GENERAL LOCATION AND ARRANGEMENT OF CONDUIT AND PADS OR BASES, AND THE LIKE. IT IS NOT INTENDED TO SHOW IN MINUTE DETAIL EVERY AND ALL ACCESSORIES REQUIRED AT EACH LOCATION FOR THE EXECUTION OF THE WORK, BUT IT IS INTENDED THAT ALL ACCESSORIES REQUIRED FOR A COMPLETE SYSTEM BE FURNISHED AND INSTALLED BY THE CONTRACTOR.

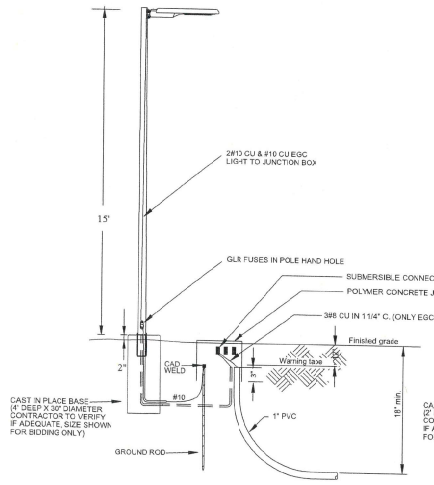
EXAMINE ALL DRAWINGS FOR COORDINATION AND ALLOCATION OF SPACE AND AVOID INTERFERENCE WITH SURROUNDS. THE DRAWINGS SHALL BE FOLLOWED AS CLOSELY AS PRACTICAL IN PERFORMING THE WORK. DISCREPANCIES BETWEEN THE ELECTRICAL CONDUIT SYSTEM AND WORK OF OTHER TRADES SHALL BE COORDINATED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER AND AS REQUIRED BY FIELD CONDITIONS.

DISCREPANCIES DISCOVERED DURING THE BID PROCESS SHALL BE REFERRED TO THE ENGINEER PRIOR TO SUBMITTING A BID. THE ENGINEER WILL ISSUE INSTRUCTIONS BY ADDENDUM WHEN NECESSARY. INTERPRETATION OF THE DRAWINGS WILL BE BY THE ENGINEER.

CHANGES FROM THE DRAWINGS THAT ARE NECESSARY TO MAKE WORK CONFORM TO FIELD CONDITIONS, TO FIT WORK OF OTHER TRADES, OR TO RULES OF BODIES HAVING JURISDICTION, WILL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT. IN CASE OF DISPUTE, THE ENGINEER WILL RENDER A DECISION ON HOW TO PROCEED.

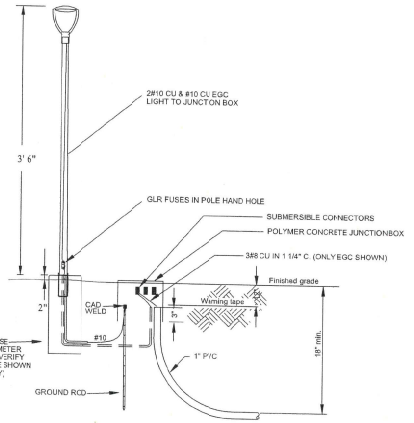
ELECTRICAL UTILITIES LEGEND

EX	EXISTING
#8	2 #8 AND #8 CU EGC SECONDARY CONDUCTORS IN 1.4"AT 18" MIN. OR AS CODE REQUIRES FOR PRIVATE LIGHTING
	LUMINAIRE ON CONCRETE BASE (INSTALL JUNCTION BOX AT EACH POLE)
A	"A" INDICATES TYPE OF LUMINAIRE AND POLE.
1.01% VD	INDICATES 1.01% BRANCH VOLTAGE DROP ASSUMING 120V
252 VA	INDICATES VOLT AMPERES ON BRANCH CIRCUIT



NOTE:
CONTRACTOR SHALL FURNISH AND INSTALL ALL POLE MOUNTED LIGHT FIXTURES, POLES, AND JUNCTION BOXES AS SHOWN ON THE DRAWINGS.

TYPE "A, B & C" STREETLIGHT DETAIL (TYP.)
NOT TO SCALE



NOTE:
CONTRACTOR SHALL FURNISH AND INSTALL ALL POLE MOUNTED LIGHT FIXTURES, POLES, AND JUNCTION BOXES AS SHOWN ON THE DRAWINGS.

TYPE "D" & "E" BOLLARD LIGHT DETAIL (TYP.)
NOT TO SCALE

1901 Research Drive
Alachua, Florida 32615
(352) 331-1976
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DATE
UNIT / ZONE
SAN # / DWG INCL ON THIS SHEET
NOT ONE NOTE ON THIS SHEET - ASSIST FOR CONSTRUCTION

CONSTRUCTION DRAWING

SUBMITTAL
11/12/24 SUBMITTAL
12/17/24 SUBMITTAL

COUNTY
PROJECT: HAMMOCK OAKS AMENITY CENTER
SHEET TITLE: SPECIFICATIONS AND DETAILS

DETAILED BY
DESIGNED BY
QUALITY CONTROL
PROJECT NUMBER: 22-0059

WILLIAM T. STIDHAM



2-15-25

FL PE No. 44156

SHEET NO.
P3

Josh Jones | Rel Date: Feb 13 2025 8:51am | Filename: C:\Users\Jones_J\Documents\Documents Data Area\Hammock Amenity Lighting Rev 02_J_Jones

GARDCO by Signify

Poles & Brackets

Site and Area Poles

Straight Round Steel



The **Gardco SRS Straight Round Steel** pole consists of a one-piece high tensile carbon steel tube welded and secured to the carbon steel base plate providing excellent strength and integrity. The poles are finished with an electrostatically applied, thermally cured polyester powdercoat. All poles include base cover, hand hole, ground lug and top cap. Anchor bolts and templates are ordered as a separate accessory.

Project: Location: Cat.No. Type: Lamps: Qty. Notes:

Ordering guide example: SRS-CB-5-7-25-T2D4L-N-BZ

Family	Base	Pole Shaft Size (in.)	Pole Gauge/ Wall Thickness	Height (ft.)	Drilling/Tenon Configurations	Drilling Template	Finish	Options
SRS	CB Carbon Steel Base w/ Boot Cover	3	11 ga./ 0.120"	10 12 14 16	D1 1 Mtg D1b180 1 Mtg @ 180 D2 2 Mtg @ 180 D2@90 2 Mtg @ 90 D3 3 Mtg @ 90 D3@120 3 Mtg @ 120 D4 4 Mtg @ 90	DT1 Drill Template 1 DT2 Drill Template 2 DT3 Drill Template 3 DT4 Drill Template 4 DT5 Drill Template 5 DT6 Drill Template 6 DT* Custom Template See drill template sheet for details	BK Black BZ Bronze WH White DG Dark Gray MG Medium Gray DP* Custom Powder GY2* Light Gray, Smooth SSD01* Sandpiper Bronze GF1* DF with GFI (120V only)	FBS* Festoon Outlet VDA Vibration Dampener AHA* Additional Hand Hole DP* Duplex Receptacle VPA Vandalproof Screws GF1* DF with GFI (120V only)
		4	11 ga./ 0.120"	10 12 14 16 20 25	T2D4L 2- 3/8" OD 4.4" length T2D6J 2- 3/8" OD 4.5" length T3D4L 3" OD 4.4" length T4D4L 4" OD 4.4" length	Tenons N No Drilling Template (For Tenon and Plain Top Options)		BAS* Base Accessory Compartment CLV2* Couplings 1/2" CLS3/4* Couplings 3/4" CL1* Couplings 1" CL1-1/4* Couplings 1-1/4" CL1-1/2* Couplings 1-1/2" NU1/2* Nipples 1/2" NU3/4* Nipples 3/4" NU1* Nipples 1" NU1-1/4* Nipples 1-1/4" NU1-1/2* Nipples 1-1/2" For RSS, add GFI (LT* and NL* options include load limiting device to comply with NEC 410.30(C). See page 2 and 8 for details.
LABS		6	11 ga./ 0.120"	20 25 30 35	No Drilling/No Tenon P Plain Top		OC* Optional Color Paint (ex. RAL7024) Specify RAL# BC* Special Custom Color (Specify, must supply color chip)	
		7	7 ga./ 0.180"	25 30 35				

1. See Drilling Configurations on Page 3.
2. Not available in Drilling Template or Page 3
3. Not available in available with all configurations. Consult factory for more details.
4. Options listed may not be available with Drilling Template Design. Use the VSDS handy guide reference visual options available.
5. Pole lengths can be cut to length. Specify as a whole number 3 ft. (ex. 11, 13) or bottom inch as a decimal (ex. 10.83 = 10' 4") or as 10'4" or 10'4" for Legacy designs.
6. Option must be specified in the customer bid/purchase notes. RBS, DF, GFI, AHH options (typically must be placed 12" away from standard hand hole (DP stores there).
7. Custom drill templates (DT*) require factory quote
8. Option not available with Legacy SRS designs.
9. Refers to properly sized the "SBC" suffix could result in pole repeating product title as not SBA compliant product will not consume for an SBA or refund. The SBC designation manufacturer does not believe (1) the applicability of, or availability of a waiver under the SBA's domestic preference law, or (2) that the SBA's domestic preference law is consistently imposed on states, localities, or other non-federal entities as a condition of receiving funds administered by the Department of Transportation or other federal agencies.
10. Consult Signify to confirm whether specific accessories are SBA-compliant.

Accessories [10]

Item No.	Pole Size	Drilling	Description (Please list: Quantity - Length - Finish)
		Anchor Bolts + Templates	
For shipment with the pole (order1 per pole)	3" Poles	9124089389	AB 3/4x13x3-0 DEC w/ 6.5 BC ABT
	4" & 5" Poles	9124089397	AB 3/4x24x3-0 DEC w/ 6.5 BC ABT
For Pre-Ship service (order1 per pole)	3" Poles	9124087407	AB 3/4x13x3- 0 DEC w/ 6.5 BC ABT-RS
	4" & 5" Poles	9124087406	AB 3/4x24x3-0 DEC w/ 6.5 BC ABT-RS
Item No.	**Pod Size**	**Product Spec**	
RLAR-A-R4pt.3-(finish)	4" Poles	Cast Aluminum mounting arm, 15" long with DT6 drill pattern (order1 per luminaire)	
RLAR-A-R5pt5-(finish)	5" Poles	For use with Lumec Roadway and Gardco SolarForm luminaires (For SolarForm - use RLAR bracket to mount Horizontal, use T2D6L tenon to mount vertically). Specify finish to match pole.	



RLAR

SRS_Spec_Sheet_US 08/22 page 1 of 5

POLE A, B & C

GARDCO by Signify

Site & Area

EcoForm

ECF-S (Full Size Shown)



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project: Location: Cat.No. Type: Lamps: Qty. Notes:

Ordering guide example: ECF-S-64L-900-NW-G2-4R-6-120-HIS-MGV

Family	Light Engine	Drive Current	Color Temperature	Distribution	Voltage
ECF-S EcoForm site and area, small	32L 32 LEDs (2 modules)	350 350mA 530 530mA 700 700mA 1A 1,000mA 1.2A 1,200mA	NW-G2 Warm White 3000K, 70CRI Generation 2	AB* Arm Mount (Standard) The following mounting/leveling must be ordered separately (See accessories):	Type 2 2-90 Type 2 Rotated Left 90° 2-270 Rotated Right 270°
	48L 48 LEDs (3 modules)	800 800mA 1A* 1,000mA	NW-G2 Neutral White 4000K, 70CRI Generation 2	SP* Stay Plate Mount (3 Bolt) CCI Series Wall mount with surface conduit entry and stay plate mounting	Type 3 3-90 Type 3 Rotated Left 90° 3-270 Rotated Right 270°
	64L 64 LEDs (4 modules)	800 800mA 1A* 1,000mA	CW-G2 Cool White 5000K, 70CRI Generation 2	WS Wall Mount with surface conduit entry	Type 4 4-90 Rotated Left 90° 4-270 Rotated Right 270°
				RAM5* RAM Mount	Type 5 5 Type Mid

Options								
DD*** 0-10V External dimming (for controls by others) DCP*** Dual Circuit Control FAN5*** Fixin Automatic Heat-type Enhancer LLC*** Integral ambient module SC*** Shorted for humidity SRD6*** SR driver connected to Zhaga socket	HS03* Integral with 45 hole HS07* Integral with 47 hole	ICS5* Photoelectric Twist-Lock Receptacle 1.5PC*** Twist-Lock Receptacle only 1.5PE***,2 Twist-Lock Receptacle and Photocell	Bubs FP Single (120, 277, 347VAC) FP7 Double (208, 240, 480VAC) FP8* Double (Opposite Pull (208, 240, 480VAC) Twist-Lock Receptacle (no photocell) FPT* Single (120, 277, 347VAC) FP2* Double (208, 240, 480VAC) FPD* Double (Opposite Pull (208, 240, 480VAC) Twist-Lock Receptacle (no photocell) SP2 Increased 10kA	Square Pole Adapter enclosed in standard premium TB* Terminal Block RPA* Round Pole Adapter (3" - 3.9" O.D. only) HS* Internal House Side Shield	Textured BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray Custom specified RAL Specify optional color in RAL (ex. RAL7024) OC Custom color (Paint factory color chip required factory quote)

1. SS-HSB3* replaced with mid-tapered sensor housing when voltage is HV (347–480V)
2. Mounts to 4-6" round pole with adapter included for silicone gasket.
3. Limited to a maximum of 4 fixtures coming down from one.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with Photocontrol.
7. Must specify if multi-voltage.
8. Not available in 347 or 480V.
9. Must specify mounting type.
10. TLB24, TLB01 and TLB40 mounted outside of 4 o'clock required HT when ordered with any of the Dimming standard or TAB9 or LC.
11. Not available in 480V. Order unlocked to get this with TLB24/7.
12. Not available with DCC.
13. Not available with SF and HS. (PIRs provided with black finish standard)
14. HSB not available with Type 5 SW, SLC, SLC-HO, SLC-DTO, LCL or MCL optics.
15. Not available with 50-700 and FMD dimming control options.
16. Not available with DD, DCC, Relief and LC dimming control options.
17. Does not work with PIR sensor(s) - dip setting to be used as added must be SP compatible (Sweep) contacts to be more than 6 feet factory for lead time. 2-7 day added.
18. Not available with 1.5PC and HS. (PIRs provided with black finish standard)
19. SS dimming option element.
20. LCI and MCL not available with 40L, 124V 64L, 5A

ECF-S_EcoForm_area_small 07/22 page 1 of 3

LIGHT A, B &C

GARDCO by Signify

Site & Area

PureForm

PBL LED bollard



Gardco PureForm LED bollard **PBL** Integrates a sleek, low profile design, extraordinary light output, and energy savings into an innovative pedestrian scale luminaire. PureForm bollard features a high performance optical system designed to achieve wide spacings and full cutoff performance. Three heights available for a customized look. IP66 optics ensure dust or moisture will never interfere with performance.

Project: Location: Cat.No. Type: Lamps: Qty. Notes:

Ordering guide example: PBL-42-14L-46G-NW-G2-5-UNV

Family	Height	Light Engine	Lumens	Color Temperature	Drive Current	Voltage
PBL Pureform bollard	36 Standard Shaft 36" 42 Standard Shaft 42" 60 Standard Shaft 60"	14L 14 LEDs (full ring)	100 100 lm 200 200 lm 350 350 lm 450 450 lm 570 570 lm 800 800 lm 1050 1050 lm	WW-G2 Warm White 3000K, 80CRI Generation 2 NW-G2 Neutral White 4000K, 80CRI Generation 2 CW-G2 Cool White 5000K, 80CRI Generation 2	Type 3 3 Type 3 Type 5 5 Type 5	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVU 347-480V (50/60Hz)

Options								
Shipping Options	Motion Sensor	Photocontrol	Fusing	Finish				
DD 0-10V External dimming (by others) [1] FANS Field Adjustable [1] LLC Lumen compensation without PIR sensor [1,2] BL Bi-level functionality with motion sensor [1,2] DynaDimmer: Automatic Profile Dimming [1] CS50 Security 50% Dimming, 7 hours CM50 Motion 50% Dimming, 5 hours CS30 Security 30% Dimming, 7 hours CM30 Motion 30% Dimming, 5 hours	IN02 Integral sensor [1]	PC5 Photoelectric Button* [1]	F1 Single (120, 277, 347VAC)* F2 Double (208, 240, 480VAC)* F3 Cutsheet Double-Fuse (208, 240, 480VAC)* Surge Protection (10kA standard) SP2 Increased 20kA SPD Ground Fault Interrupt Outlet *	Textured BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray Custom specified RAL Specify optional color in RAL (ex. RAL7024) CC Custom color (Must supply color chip for required factory quote)				

1. Extended lead times apply. Contact factory for details
2. Not available in 100, 200 or 350mA
3. Not available with other control options.
4. Not available with motion sensor.
5. Not available with photocontrol.
6. Available only with BL dimming control.
7. Not available with LLC and CSDIM
8. Not available if round wattage
9. Available in 50V only.
10. Not available in 347 or 480V.
11. Not available in 100, 200, and 1050mA
12. Not available with LLC

PBL_PureForm_bollard 04/22 page 1 of 5

LIGHT D & E

Schedule and Specification - PROVIDE ALL FIXTURES, POLES AND BASES

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Filename	Lumen Multiplier	Total Lamp Lumens	Wattage	Distribution	MOUNT HT/POLE LENGTH	Notes
	A	6	Signify Gardco	ECF S 32L 530 NW-G2 AR 3 UNV BK PROVIDE 4" DIA POLE	SMALL AREA LIGHT ARM MOUNT	ECF-S-32L-530-NW-G2-5.ies	0.9	7426	56	TYPE 3	15' M.H. 15' POLE	LIGHTING FOR PARKING AREAS
	B	4	Signify Gardco	ECF S 32L 530 NW-G2 AR 3 UNV BK PROVIDE 4" DIA POLE	SMALL AREA LIGHT ARM MOUNT	ECF-S-32L-530-NW-G2-4.ies	0.9	7713	56	TYPE 4	15' M.H. 15' POLE	LIGHTING FOR PARKING AREAS
	C	1	Signify Gardco	ECF S 32L 530 NW-G2 AR 3 UNV BK PROVIDE 4" DIA POLE	SMALL AREA LIGHT ARM MOUNT	ECF-S-32L-530-NW-G2-5.ies	0.9	7922	56	TYPE 5	15' M.H. 15' POLE	LIGHTING FOR DOG PARK
	D	3	Signify Gardco	PBL 42 14L 200 NW-G2 5 UNV BK	PEDESTRIAN-SCALE LIGHT 32" BOLLARD STYLE	PBL-14L-200-NW-G2-5.ies	0.9	3309	11	TYPE 5	3.5' M.H. ON 30LLARD	PEDESTRIAN LIGHTING FOR SIDEWALKS
	E	17	Signify Gardco	PBL 42 14L 100 NW-G2 3 UNV BK	PEDESTRIAN-SCALE LIGHT 32" BOLLARD STYLE	PBL-14L-100-NW-G2-3.ies	0.9	3187	5.1	TYPE 3	3.5' M.H. ON 30LLARD	PEDESTRIAN LIGHTING FOR SIDEWALKS

POLE SPECFICATION:

1. POLES FOR TYPE "A, E & S" FIXTURE MUST BE RATED FOR LOCAL WINDSPEED REQUIREMENTS, BLACK FINISH, 4" DIAMETER, STRAIGHT ROUND STEEL, BASE MOUNTED. PROVIDE GARDCO SRS-CB-4-11-16-D1-DT5-BK OR ULS EQUIVALENT
2. PROVDE CONCRETE BASES FOR POLES THAT MEET FL BUILDING CODE REQUIREMENTS.

Statistics						
Description	Avg	Max	Min	Max/Min	Avg/Min	Applicable Code
PARKING-EAST SIDE OF PARCE.	1.5 fc	4.3 fc	0.5 fc	8.6:1	3.0:1	NOTES C AND D
PARKING-WEST SIDE OF PARCEL	1.3 fc	2.8 fc	0.6 fc	4.3:1	2.2:1	NOTES C AND E, IESNA RP 6-15
SIDEWALK - WITHN PARCEL	1.7 fc	4.1 fc	0.5 fc	8.2:1	3.4:1	MEETS IESNA DG 5-94 NOTE E
DOG PARK	0.7 fc	2.6 fc	0.0 fc	NA	NA	SUPPLEMENTAL LIGHTING ONLY
PARCEL LINE	NA	0.9 fc	0.0 fc	NA	NA	NOTE K

LIGHTING NOTES

A. THIS PLAN MEETS THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS AND RECOMMENDED MAINTAINED HORIZONTAL FOOTCANDLE RECOMMENDATIONS OF THE ILLUMINATING ENGINEER SOCIETY OF NORTH AMERICA (IESNA) FOUND IN IESNA RP6-15 FOR PARKING LOT LIGHTING AND IESNA DG 5-94 FOR SIDEWALKS WITHIN THE PROJECT SCOPE.
B. ALL NEW LUMINAIRES ARE CUT-OFF.
C. LIGHTING UNIFORMITY RATIOS (AVERAGE TO MIN) DO NOT EXCEED 4:1
D. MAX TO MIN RATIO <= 15 AND MINIMUM ILLUMINATION >= .5 FCMAINTAINED FOR PARKING AREAS AS IESNA RP6-18 TABLE 17-2.
E. AVERAGE ILLUMINATION FOR PARK WALKWAYS>= .5FC, AVERAGE TO MIN RATIO <= 5 AND MAX TO MIN <= 10:1 AS PER IESNA DG 5-94 TABLE 2.
F. LIGHT POLESARE BLACK METAL (STEEL). MOUNTING HEIGHTS INCLUDING ABOVE GRADE FOUNDATION ARE INCLUDED IN SCHEDULE. CONTRACTOR RESPONSIBILITY TO VERIFY POLE CAPACITY AND FOUNATIONS MEE" FLORIDA BUILDING CODE WIND LOAD REQUIREMENTS. POLE LENGTH MUST TAKE INTO ACCOUNT THE HEIGHT OF THE CONCRETE FOUNDATION AND MAXIMUM MOUNTING HEIGHT ABOVE GRADE
G. POLES ARE INSTALLED 3' FROM BACK OF CURB "O FACE OF POLE OR 1' BACK OF SIDEWALK.
H. LIGHTS ARE CONTROLLED BY TIME CLOCK, PHO"OCELL (SEE MEP PLANS)
I. FOOTCANDLE LEVELS SHOWN ARE MAINTAINED VALUES.
J. THE DOG PARK IS NOT LIT TO ANY STANDARD. THE LIGHTING IS SUPPLEMENTAL IN NATURE ONLY
K. PARCEL LINEDOES NOT INCLUDE SIDEWALK AND PAVED AREAS. DESIGNED FOR <=1.0 FC.

1900 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chwlpa.com
est. 1982 FLORIDA CA-8076
CHW Professional Consultants

EXACT SIZE VERIFY SCALE ON THIS SHEET BEFORE ORDERING THIS SHEET - PRINTS MAY VARY FROM ORIGINAL

CONSTRUCTION DOCUMENTS

SUBMITTAL 07/27/23 SUBMITTAL 10/11/23 SUBMITTAL

CLIENT:

PROJECT: HAMMOCK OAKS AMENITY CENTER

SHEET TITLE: LIGHTING SCHEDULE AND CUTSHEETS

DRAWN BY: TECHNICIAN

CHECKED BY: ENGINEER

QUALITY CONTROL:

PROJECT NUMBER: 23-0060

WILLIAM T. STOKMAIER

WILLIAM T. STOKMAIER LICENSE No. 44156 STATE OF FLORIDA PROFESSIONAL ENGINEER

FL PE No. 44156

SHEET NO.

P4

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Green Key Village Subdivision Phase 6 — Final Plat Plan — Proposing 48 Non-Age-Restricted Single-Family Residential Lots on 15.96 Acres Zoned RS-6 within the Green Key Subdivision, located on the North Side of Lake Ella Road Approximately ½ Mile East of Rolling Acres Road, Addressed as 1635 Lake Ella Road, owned by Green Key Village, LLC, within the town limits of the Town of Lady Lake, Florida. (Thad Carroll)

AGENDA ITEM ID

2024049

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommend approval of Green Key Village Phase 6 Final Plat.

SUMMARY

On Thursday, January 25, 2024, applicant Gregory Thomas, of Green Key Village, LLC, applied to for the final plat of Green Key Village —Phase 6 Subdivision. The Town Commission approved the preliminary plat of Green Key Village —Phase 5 and 6 on April 4, 2022. Development Order was subsequently issued on Tuesday, October 4, 2022.
Green Key Village Subdivision consists of six phases. Phase 6 is the final phase of the subdivision and consists of 48 non-age restricted single-family residential lots on 15.96 acres.
The Final Plat Plan was reviewed to determine compliance with the Land Development Regulations (LDRs) and Florida Statutes Chapter 177. The following items are included in the packet:

- Final plat Review completed by Town Attorney, dated March 9, 2024.
- Final Plat Review completed by Town Surveyor, dated February 12, 2024.
- Declaration of Restrictions for Green Key Village.
- Title Examination dated October 31, 2023.
- Final Subdivision Plat Plans submitted on January 25, 2024.

BACKGROUND

The Town Commission approved the preliminary plat of Green Key Village —Phase 5 and 6 and a Development Order was issued on Tuesday, October 4, 2022.
The Sewer & Water Agreement will need to be amended between Town of Lady Lake and the Property

Owner/Developer to incorporate additional ERUs to allocate adequate capacity for the lots within the Green Key Village- Phase 6 Subdivision.

COMMENTS

Satisfied/Revised Items:

- Applicant has addressed all outstanding Town Attorney comments.
- Applicant has addressed all outstanding surveyor comments.

PAST ACTIONS

The Technical Review Committee (TRC) members individually reviewed the application, finding the application complete ready to move forward to the Planning & Zoning Board.

PUBLIC HEARINGS

The Technical Review Committee (TRC) members individually reviewed the application finding the application complete ready to move forward to the Planning & Zoning Board.
At the March 11, 2024 meeting, the Planning and Zoning Board voted 4-0 to forward the Green Key Village Phase 5 Subdivision Final Plat to the Town Commission with the recommendation of approval

Backup material for this agenda item includes:

1. Green Key Supporting

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT

FINAL PLAT APPLICATION

Owner's Information

Owner's Name: GREEN KEY VILLAGE, LLC

Mailing Address: P.O.BOX 939, FRUITLAND PARK, FL 34731

Telephone Number: 352-267-4603 Email Address: GREG@GREENKEYVILLAGE.COM

Applicant's Information

Applicant's Name: GREG THOMAS

Mailing Address: SAME

Telephone Number: SAME Email Address: SAME

Applicant is: X Owner ___Agent ___Purchaser ___Lessee ___Other

Property Information

Property Address/Location: 1635 LAKE ELLA ROAD

Alternate Key: 3887449 & 3903749

Legal Description:
SEE ATTACHED

Name of Subdivision for Final Platting:
GREEN KEY VILLAGE, PHASE 6

Area of the Property: ___Square Feet 15.96 Acres

Utilities: X Central Water X Central Sewer ___Well ___Septic Tank

Zoning of Property: RS-6

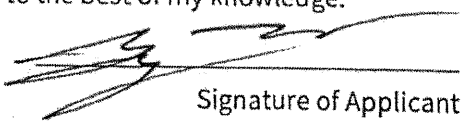
Proposed number lots/parcels: 48

Proposed Use of Property: SINGLE FAMILY

Have any land use applications been filed within the last year in connection with this property? X Yes ___No. If yes, briefly describe the nature of the request:
PRELIMINARY PLAT AND IMPROVEMNET PLANS

Applications shall include a legal description of the property, proof of ownership and authorization from the owner if represented by an agent or contract purchaser.

I certify that the statements in this application are true to the best of my knowledge.



Signature of Applicant

FOR THE INITIAL SUBMITTAL FOR THE REVIEW PHASE, PLEASE SUBMIT THE APPLICATION AND ALL APPLICABLE DOCUMENTATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FOUR COMPLETE SETS OF 24'X36" AND FOUR COMPLETE SETS OF 11"X17" (ALL SIGNED AND SEALED PLANS) TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: 1/25/24 Received by: B Schneider

Fees Paid: $3,000.00

FINAL PLAT

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Gregory Thomas, who being by me first duly sworn on oath, deposes and says:

(1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for:

Green Key Village Phase 1e Final Plat Approval

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 24 day of January 2024, by Gregory Thomas, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

REBECCA L. SCHNEIDER
Commission # HH 457884
Expires December 20, 2027

TOWN OF LADY LAKE GROWTH MANAGEMENT

FINAL PLAT

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared Gregory Thomas who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner of the property legally described on page one of this application.
2. That he desires approval for:
   Green Key Village Phase 6 Final Plat
3. That he has appointed Gregory Thomas to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 25 day of January, 2024, by Gregory Thomas, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

REBECCA L. SCHNEIDER
Commission # HH 457884
Expires December 20, 2027

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

Rebecca Higgins

From: Derek Schroth <dschroth@bowenschroth.com>
Sent: Saturday, March 9, 2024 9:19 AM
To: Greg Thomas
Cc: Thad Carroll; Rebecca Higgins
Subject: Re: Final Plats

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities using the Report Phishing Email Button above.

Good morning,

Approved. Phase six is ready to go to the Commission.

Derek A. Schroth
Board Certified Expert in Business Litigation and Local Government Law

On Mar 9, 2024, at 9:15 AM, Greg Thomas <greg@greenkeyvillage.com> wrote:

Mr. Schroth,

Please find attached the requested Exhibit "A" for the Green Key Village Phase 6 title opinion.

Thank You,

Greg Thomas
Mainsail Solutions, INC -*President*
Green Key Village, LLC -*Developer*
352-314-2353
P.O. Box 939
Fruitland Park, FL 34731

From: Derek Schroth <dschroth@bowenschroth.com>
Sent: Thursday, March 07, 2024 2:50 PM
To: Greg Thomas <greg@greenkeyvillage.com>
Cc: Thad Carroll <tcarroll@ladylake.org>; Rebecca Higgins <rhiggins@ladylake.org>
Subject: FW: Final Plats

Good afternoon Mr. Thomas:

The issue is the title opinion letter references and Exhibit "A" and there is no Exhibit "A" attached. Please see attached opinion. I understand your point about the legal descriptions being different

as the title opinion concerned all of the property. If you could provide Exhibit "A" to the title opinion. That is all I need. Thank you.

Sincerely,

Derek A. Schroth
Florida Bar Certified Expert in
Business Litigation and Local Government Law.
www.bowenschroth.com

From: Greg Thomas <greg@greenkeyvillage.com>
Sent: Wednesday, March 6, 2024 4:59 PM
To: Rebecca Higgins <rhiggins@ladylake.org>
Cc: Thad Carroll <tcarroll@ladylake.org>
Subject: RE: Final Plats

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Becky,

The request from the Town's attorney does not make sense.
The Joinder references only the mortgages that are against the property and "Phase 5" and/ or "Phase 6". The complete metes and bounds legal is not attached to that document.
The surveyor has already certified that the legal for Phase 6 is correct.
The title opinion letter was created for the whole property being platted. There would not be any encumbrances against Phase 6 that would not have shown up in Phase 5 and vice verses. The surveyor had nothing to do with the title opinion letter or the Joinder document.
I am not understanding his hangup.
But I need to get this resolved quickly!
Please advise!

Thanks,

Greg Thomas
Mainsail Solutions, INC -*President*
Green Key Village, LLC -*Developer*
352-314-2353
P.O. Box 939
Fruitland Park, FL 34731

From: Rebecca Higgins <rhiggins@ladylake.org>
Sent: Tuesday, March 05, 2024 6:02 PM
To: Greg Thomas <greg@greenkeyvillage.com>
Cc: Thad Carroll <tcarroll@ladylake.org>
Subject: RE: Final Plats

Greg,

Ok. Thank you.

Attached is the email that you sent over with the legal description. Do you have the original email from the surveyor when they sent the legal description? Does it have the following information?

If the surveyor confirms in an email the legal description of the plat, the title opinion letter, and the joinder are identical, that works for me. (From Town Attorney)

Thank You,

Rebecca Schneider

Senior Town Planner
Growth Management Department

Phone: (352)751-1511
Fax: (352)751-1514
Email: rhiggins@ladylake.org

Town of Lady Lake
409 Fennell Blvd
Lady Lake, FL 32159

Our office hours are Monday - Thursday 7:30 am - 6:00 pm, Closed on Fridays

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

From: Greg Thomas <greg@greenkeyvillage.com>
Sent: Tuesday, March 5, 2024 5:47 PM
To: Rebecca Higgins <rhiggins@ladylake.org>
Cc: Thad Carroll <tcarroll@ladylake.org>
Subject: Re: Final Plats

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Becky, that would be fine to do it like you suggested. Also did you ask the attorney about the phase 6 legal that came from the surveyor? Will that suffice? Thank you!

Get Outlook for Android

From: Rebecca Higgins <rhiggins@ladylake.org>
Sent: Tuesday, March 5, 2024 5:28:25 PM
To: Greg Thomas <greg@greenkeyvillage.com>

Cc: Thad Carroll <tcarroll@ladylake.org>
Subject: Final Plats

Greg,

The final plats will need to be signed by our surveyor. (They are in downtown Orlando.) We can FedEx the plans to them and have them send them back. We just wanted to know what your timeframe is for needing the plat recorded. We can send both Phase 5 & 6 after the Planning & Zoning meeting on Monday after they are signed by the P&Z chair if that works. Please let us know what works best for you.

I will be out of the office tomorrow and Thursday, but I've copied Thad on this email if you want to touch base with him in the meantime.

Thank You,

Rebecca Schneider

Senior Town Planner
Growth Management Department

Phone: (352)751-1511
Fax: (352)751-1514
Email: rhiggins@ladylake.org

Town of Lady Lake
409 Fennell Blvd
Lady Lake, FL 32159

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Replies Filtered: Any incoming reply to this email communication or other email communication to us will be electronically filtered for "spam" and "viruses." That filtering process may result in such reply or other email communications to us being quarantined (i.e., potentially not received) or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other email communications to us or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

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Instead, contact our office by phone (352-751-1500) or in writing.

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Replies Filtered: Any incoming reply to this email communication or other email communication to us will be electronically filtered for "spam" and "viruses." That filtering process may result in such reply or other email communications to us being quarantined (i.e., potentially not received) or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other email communications to us or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

<EXHIBIT A PHASE 6 LEGAL.pdf>

TETRA TECH

MEMO

To:	Thad Carroll, AICP, Growth Management Director Becky Schneider, Senior Planner Growth Management Department Town of Lady Lake
From:	Eddie Jenkins, PSM Final Plat Reviewer Tetra Tech
C:	Bo Reardon Project Manager
Date:	February 12, 2024
Subject:	**Green Key Village Phase 6** **Medium Site - Final Plat Review #1**
Tt#:	200-08462-23001

Tetra Tech (Tt) has reviewed the submittal package dated January 24, 2023, **for survey Chapter 177.081 requirements.** Our comments are as follows.

Final Plat Survey (Chapter 177.081) Comments:

I have reviewed the drawings submitted for the above reference project and have found that the Final Plat meets Chapter 177 platting requirements. Please forward the Mylar plat for Signature.

Should have any questions, please do not hesitate to call me at 407-480-3922.

End of Memorandum

Tetra Tech
201 E Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 tetratech.com

LAKE COUNTY SCHOOLS

201 West Burleigh Boulevard · Tavares · FL 32778-2496
(352) 253-6500 · Fax: (352) 253-6503 · www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Kristi Burns, Ph.D.
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

November 30, 2021

Mr. Greg Thomas
Green Key Village, LLC
PO Box 939
Fruitland Park, FL 34731

RE: Green Key Village Phases 5 & 6 – Town of Lady Lake
School Concurrency Capacity Reservation (District Project #LCS2021-40)

Dear Mr. Thomas:

The School Board of Lake County has reviewed the application information for the above referenced residential development. The application indicates 100 single family dwelling units in phases 5 and 6. The proposed development is estimated to generate approximately thirty-five (35) students.

Based on the information provided in the application the property is located within Concurrency Service Area (CSA) #8. The analysis performed indicates the students generated from this residential development will not exceed the level of service standards for each school level.

It has been determined at this time that school capacity is available and will be reserved for your project. **This capacity reservation is valid for one year from date of issuance.** In the event, a final development order is obtained within the year this capacity reservation will be valid for the life of the project. Please notify the school district when the final development order is obtained in order to update the project records.

If you should require additional time to obtain the final development order approval, please notify District staff prior to the expiration date to discuss time extension options. Once the reservation expires, the capacity will be released and a new completed application and fee will be required. If you have any questions, please contact me at (352) 253-6694 or at lavalleyh@lake.k12.fl.us.

Sincerely,

Helen LaValley
Growth Planning Department

Encl: School Concurrency Availability Determination

Lake County Florida School Board CIP

School Concurrency Availability Determination

Project Name: Green Key Village Phs 5-6
Date Received: 10/28/2021
Case Number: LCS2021-40
Builder Name: Greg Thomas
Location: 1635 Lake Ella Road, on north side of Lake Ella Road, east of Rolling Acres Road

Project Planned Units:

 # Single Family: 100 **# Multi-Family:** 0
 # Townhomes: 0 **# Apartments:** 0

Additional Information:
9/26/18 Received SC app for 16 SF units.
9/27/18 - Sent to Lady Lake for LG signoff.
Expired LCS2018-24
10/28/21 Resubmitted SC app for phases 5 & 6

Project Unit Yield By Type of School

	Yield	Elem	Mid	High
Single Family	0.157	16		
Single Family	0.114			11
Single Family	0.079		8	

Service Area Analysis

Concurrency Service Area (CSA)	Current Capacity	Programmed Capacity	Total Capacity	Current Enrollment	Reserved Demand	Total Demand	Available Capacity	Project Demand
CSA #8 - Elementary	904	209	1113	894	0	894	219	16
CSA #9 - Middle	1129	0	1129	809	120	929	200	8
CSA #9 - High	1982	0	1982	1630	333	1963	19	11

Project Demand may differ from Project Yield by Type of School due to rounding

OLDHAM & DELCAMP
ATTORNEYS

Real Estate | Estate Planning | Business Law

October 31, 2023

Town of Lady Lake
Town Commissioners
409 Fennell Blvd.
Lady Lake, FL 32159

Re: Green Key Village, LLC

Dear Sir or Madam:

Pursuant to your request, I have examined the title to the following real property in Lake County, Florida:

SEE EXHIBIT "A"

My examination of the title to this property was based on a Title Search Report issued by Old Republic National Title Insurance Company (Fund File No. 1458489), having an effective date of October 13, 2023 at 11:00 p.m.

This is to certify that, based my examination as set forth above and subject to matters set out hereafter as of October 13, 2023; I find fee simple title to the property to be vested in GREEN KEY VILLAGE, LLC, a Florida limited liability company subject to the matters listed below:

1. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.

2. Easements or claims of easements not shown by the Public Records.

3. Mortgage in favor of JOHN A. SWANSON dated September 6, 2012 and recorded in O.R. Book 4211, Page 910, together with Future Advance Agreement as recorded in O.R. Book 4382, Page 941, Modification and Extension Agreement as recorded in O.R. Book 4382, Page 943, Mortgage Modification Agreement as recorded in O.R. Book 4682, Page 827, Future Advance Agreement as recorded in O.R. Book 4682, Page 829 and Modification and Extension Agreement as recorded in

O.R. Book 4682, Page 831, together with Mortgage Modification Agreement recorded in O.R. Book 4913, Page 1804, together with Future Advance Agreement recorded in O.R. Book 4913, Page 1806, and together with Modification and Extension Agreement recorded in O.R. Book 4913, Page 1808, together with Future Advance Agreement recorded in O.R. Book 5229, Page 1776 Modification and Extension Agreement recorded in O.R. Book 5229, Page 1778 , together with Modification and Extension Agreement recorded in O.R. Book 5229, Page 1774, together with Mortgage Modification Agreement recorded in O.R. Book 6090, Page 158, together with Future Advance Agreement recorded in O.R. Book 6090, Page 156 and together with Modification and Extension Agreement recorded in O,R. Book 6091, Page 990, Public Records of Lake County, Florida.

4. All matters contained on the Plat of GREEN KEY VILLAGE, PHASE 2, as recorded in Plat Book 68, Page 34, Public Records of Lake County, Florida.

5. Covenants, conditions, and restrictions recorded in O.R. Book 4499, Page 1228, Public Records of Lake County, Florida, which contain provisions creating easements and assessments.

6. Grant of Easement granted to Comcast Cable Communications, LLC, recorded in O.R. Book 4294, Page 1086, Public Records of Lake County, Florida.

7. Resolution No. 2013-101 recorded in O.R. Book 4275, Page 2130, Public Records of Lake County, Florida.

8. Distribution Easement granted to Progress Energy recorded in O.R. Book 4232, Page 671, Public Records of Lake County, Florida.

9. Sewer & Water Utility Agreement by and between Town of Lady Lake and Green Key Village, LLC recorded in O.R. Book 4322, Page 398, Public Records of Lake County, Florida.

10. Ordinance No. 2005-62 recorded in O.R. Book 3171, Page 2177, Public Records of Lake County, Florida.

11. Ordinance No. 2005-63 recorded in O.R. Book 3171, Page 2180, Public Records of Lake County, Florida.

12. Ordinance No. 2005-61 recorded in O.R. Book 3171, Page 2183, Public Records of Lake County, Florida.

13. Resolution No. 2007-123 recorded in O.R. Book 3565, Page 1097, Public Records of Lake County, Florida.

14. Sewer & Water Utility Agreement recorded in O.R. Book 3863, Page 349, Public Records of Lake County, Florida, which contain provisions creating easements.

15. Ordinance No. 2003-04 recorded in O.R. Book 2284, Page 1713, Public Records of Lake County, Florida.

16. Covenant of Removal Document recorded in O.R. Book 5023, Page 1307, Public Records of Lake County, Florida

17. Covenant of Removal Document recorded in O.R. Book 5023, Page 1319, Public Records of Lake County, Florida.

18. Covenant of Removal Document recorded in O.R. Book 5023, Page 1321, Public Records of Lake County, Florida.

19. Resolution No. 2017-108 recorded in O.R. Book 4957, Page 1317, Public Records of Lake County, Florida.

20. Resolution No. 2022-104 recorded in O.R. Book 5974, Page 2116, Public Records of Lake County, Florida

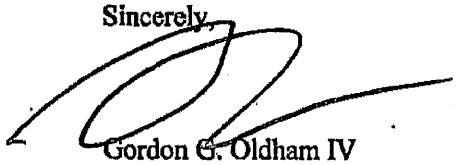
21. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded February 17, 2023, under O.R. Book 6095, Page 71, Public Records of Lake County, Florida.

22. Notice of Environmental Resource Permit recorded in O.R. Book 4963, Page 1422, Public Records of Lake County, Florida.

23. Notice of Environmental Resource Permit recorded in O.R. Book 6062, Page 1089, Public Records of Lake County
Real Estate Taxes have been paid through December 31, 2022.

This opinion is to the above named addressee and is not to be furnished to any other person, or used for any other purpose, or referred to in any financial statement or other document, without the prior, written consent of the undersigned. The above-named addressee accepts and agrees that the total liability of the undersigned is expressly limited to the cost of this opinion.

Sincerely,



Gordon G. Oldham IV

GREEN KEY VILLAGE PHASE 6 LEGAL DESCRIPTION

A portion of Tract B, Green Key Village Phase 2, according to the Plat thereof as recorded in Plat Book 68, Pages 34 through 36, and a portion of Tract B, Green Key Village, according to the Plat thereof as recorded in Plat Book 65, Pages 19 and 20, Public Records of Lake County, Florida, lying in the Southeast quarter of Section 29, Township 18 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Green Key Village Phase 4, according to the Plat, thereof as recorded in Plat Book 71, Pages 55 and 56, Public Records of Lake County, Florida; thence along the North line of said Green Village Phase 4 the following two (2) courses and distances: North 89°56'19" West, a distance of 141.94 feet; thence North 75°24'47" West, a distance of 287.59 feet to the East line of Tract B, Green Key Village, according to the Plat thereof as recorded in Plat Book 65, Pages 19 and 20, Public Records of Lake County, Florida; thence along said East line the following two (2) courses and distances: North 14°35'15" East, a distance of 44.12 feet; thence North 58°25'26" East, a distance of 115.43 feet; thence departing said East line, North 00°03'41" East, a distance of 147.37 feet to the North line of said Tract B; thence along said North line the following three (3) courses and distances; North 89°31'10" West, a distance of 86.86 feet; thence North 76°26'21" West, a distance of 226.23 feet; thence North 89°56'16" West, a distance of 61.67 feet to the East line of said Green Key Village; thence along said East line the following nine (9) courses and distances: North 00°03'44" East, a distance of 120.00 feet; thence South 89°56'16" East, a distance of 92.01 feet; thence North 00°03'44" East, a distance of 50.00 feet; thence North 89°56'16" West, a distance of 95.00 feet; thence North 00°03'44" East, a distance of 596.00 feet; thence South 89°56'16" East, a distance of 50.00 feet; thence North 00°13'01" West, a distance of 37.92 feet to a non-tangent curve concave Northeasterly, having a radius of 25.00 feet, a central angle of 89°34'36" and a chord bearing of North 44°43'34" West; thence from a tangent bearing of North 89°30'52" West, a distance of 39.09 feet along the arc of said curve; thence North 00°03'44" East, a distance of 95.19 feet to the South Right of Way line of Abeble Road as recorded in Plat Book 1, Page 42, Public Records of Lake County, Florida; thence South 89°30'52" East, a distance of 312.50 feet along said South Right of Way line to the East line of Tract B, Green Key Village Phase 2, according to the Plat thereof as recorded in Plat Book 68, Pages 34 through 36, Public Records of Lake County, Florida; thence along said East line, South 00°03'52" West, a distance of 685.02 feet to the North line of said Tract B; thence South 89°30'52" East, a distance of 640.02 feet along said North line to the East line of the West half of the Southeast quarter of said Section 29 and the East line of aforesaid Tract B; thence South 00°03'52" West, a distance of 608.24 feet along said East line; thence departing said East line, North 89°56'19" West, a distance of 174.93 feet; thence South 00°03'41" West, a distance of 2.50 feet; thence North 89°56'19" West, a distance of 120.00 feet; thence North 00°03'41" East, a distance of 2.50 feet to the POINT OF BEGINNING.

Containing 15.96 acres, more or less.

GREEN KEY VILLAGE PHASE 6

A REPLAT OF A PORTION OF TRACT B, GREEN KEY VILLAGE, PLAT BOOK 68, PAGES 34–36 AND PORTION OF TRACT B GREEN KEY VILLAGE, PLAT BOOK 65, PAGES 19–20 LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, TOWN OF LADY LAKE, FLORIDA

PLAT BOOK ____ PAGE ____

DESCRIPTION:

A portion of Tract B, Green Key Village Phase 2, according to the Plat thereof as recorded in Plat Book 68, Pages 34 through 36, and a portion of Tract B, Green Key Village, according to the Plat thereof as recorded in Plat Book 65, Pages 19 and 20, Public Records of Lake County, Florida, lying in the Southeast quarter of Section 29, Township 18 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

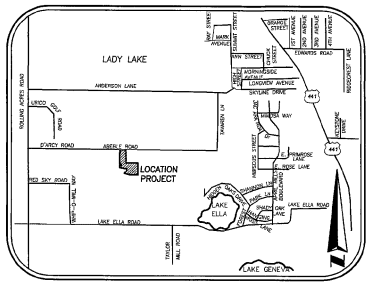
Begin at the Northeast corner of Green Key Village Phase 4, according to the Plat, thereof as recorded in Plat Book 71, Pages 55 and 56, Public Records of Lake County, Florida; thence along the North line of said Green Key Village Phase 4 the following two (2) courses and distances: North 89°56'19" West, a distance of 141.94 feet; thence North 75°24'47" West, a distance of 287.59 feet to the East line of Tract B, Green Key Village, according to the Plat thereof as recorded in Plat Book 65, Pages 19 and 20, Public Records of Lake County, Florida; thence along said East line the following two (2) courses and distances: North 14°35'15" East, a distance of 44.12 feet; thence North 58°25'26" East, a distance of 115.43 feet; thence departing said East line, North 00°03'41" East, a distance of 147.37 feet to the North line of said Tract B; thence along said North line the following three (3) courses and distances; North 89°31'10" West, a distance of 56.86 feet; thence North 76°29'21" West, a distance of 226.23 feet; thence North 89°56'16" West, a distance of 61.67 feet to the East line of said Green Key Village; thence along said East line the following nine (9) courses and distances: North 00°03'44" East, a distance of 120.00 feet; thence South 89°56'16" East, a distance of 92.01 feet; thence North 00°03'44" East, a distance of 50.00 feet; thence North 89°56'16" West, a distance of 95.00 feet; thence North 00°03'44" East, a distance of 596.00 feet; thence South 89°56'16" East, a distance of 50.00 feet; thence North 00°13'01" West, a distance of 37.92 feet to a non-tangent curve concave Northeasterly, having a radius of 25.00 feet, a central angle of 89°34'36" and a chord bearing of North 44°43'34" West; thence from a tangent bearing of North 89°30'52" West, a distance of 39.09 feet along the arc of said curve; thence North 00°03'44" East, a distance of 95.19 feet to the South Right of Way line of Abeble Road as recorded in Plat Book 1, Page 42, Public Records of Lake County, Florida; thence South 89°30'52" East, a distance of 312.50 feet along said South Right of Way line to the East line of Tract B, Green Key Village Phase 2, according to the Plat thereof as recorded in Plat Book 68, Pages 34 through 36, Public Records of Lake County, Florida; thence along said East line, South 00°03'52" West, a distance of 685.02 feet to the North line of said Tract B; thence South 89°30'52" East, a distance of 640.02 feet along said North line to the East line of the West half of the Southeast quarter of said Section 29 and the East line of aforesaid Tract B; thence South 00°03'52" West, a distance of 608.24 feet along said East line; thence departing said East line, North 89°56'19" West, a distance of 174.93 feet; thence South 00°03'41" West, a distance of 2.50 feet; thence North 89°56'19" West, a distance of 120.00 feet; thence North 00°03'41" East, a distance of 2.50 feet to the POINT OF BEGINNING.

Containing 15.96 acres, more or less.

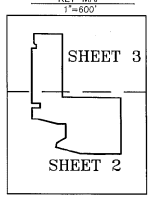
GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF ABEBLE ROAD, BEING SOUTH 89°30'52" EAST. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.THE GRID BEARING AND COORDINATES AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA AND ARE BASED FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD #108681, BEING A 1/2" IRON ROD NO IDENTIFICATION.
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
3. PER FLORIDA STATUTES CHAPTER 177.091(9), LOT CORNERS MUST BE SET BEFORE THE TRANSFER OF ANY LOT.
4. ALL RECORDS SHOWN HEREIN ARE REFERENCED TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
5. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
6. BUILDING SETBACKS LINES ARE AS FOLLOWS:
   FRONT: 20.00 FEET FROM LOT LINE
   REAR: 20.00 FEET FROM LOT LINE
   SIDE: 6.00 FEET FROM LOT LINE
   SIDE (CORNER LOT): 25.00 FEET FROM LOT LINE
7. BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 12069C0170E, MAP DATED DECEMBER 18, 2012 THE LAND SHOWN HEREON LIE IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
8. OPEN SPACE TRACTS "D", "E", "F", "G", "H", "I" "J", "K", AND "M" ARE TO BE OWNED AND MAINTAINED BY THE GREEN KEY VILLAGE HOMEOWNERS ASSOCIATION.
9. A 10.00 FOOT DRAINAGE AND UTILITY EASEMENT (D & UE) ON ALL FRONT AND REAR LOT LINES AND A 5.00 FOOT DRAINAGE AND UTILITY EASEMENT (D & UE) ON ALL SIDE LOT LINES OR AS SHOWN HEREON.
10. THE PRIVATE ROADWAYS (FIESTA KEY CIRCLE) AND (SUGAR LOAF KEY LOOP) ARE TO BE OWNED AND MAINTAINED BY THE GREEN KEY VILLAGE HOMEOWNERS ASSOCIATION FOR ROADWAY AND UTILITIES. ANY UTILITIES LYING WITHIN THE PRIVATE ROADWAYS ARE TO BE OWNED AND MAINTAINED BY THE PROVIDER.
11. TO THE PROVIDERS OF UTILITIES, SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES, THEIR VEHICLES AND PERSONAL: A PERPETUAL RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND UNDER THE PLATTED ROADWAYS SHOWN HEREON.

VICINITY MAP
NOT TO SCALE



KEY MAP
1"=600'



SHEET INDEX

SHEET 1 COVER SHEET AND GENERAL NOTES
SHEETS 2–3 BOUNDARY AND LOTS DETAILS

NOTICE

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

LEGEND & ABBREVIATIONS:

PC	=	POINT OF CURVATURE	SSMC	=	SOUTHEASTERN SURVEYING & MAPPING CORPORATION
PT	=	POINT OF TANGENCY	RP	=	RADIUS POINT
℄	=	CENTERLINE	NT	=	NON TANGENT
CH	=	IDENTIFICATION	TB	=	TANGENT BEARING
R/W	=	RIGHT OF WAY	PRC	=	POINT OF REVERSE CURVE
(TYP)	=	TYPICAL	ORB	=	OFFICIAL RECORDS BOOK
C1	=	CURVE TABLE	■	=	FOUND 4"X4" CONCRETE MONUMENT WITH NAIL & DISK BESH PRM LB 7514 UNLESS OTHERWISE NOTED.
RP	=	RADIUS POINT	⊕	=	DESIGNATES A PERMANENT CONTROL POINT, BEING A SET NAIL & DISK STAMPED PCP SSMC LB2108, UNLESS OTHERWISE NOTED.
PI	=	POINT OF INTERSECTION			
PB	=	PLAT BOOK			
PG(S)	=	PAGE(S)			
LS	=	LICENSED SURVEYOR			
LB	=	LICENSED BUSINESS	•	=	SET 5/8" IRON ROD AND CAP "SSMC LB 2108"
D & UE	=	DRAINAGE AND UTILITY EASEMENT			
PRM	=	PERMANENT REFERENCE MONUMENT			
PCP	=	PERMANENT CONTROL POINT			

SSMC
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING & MAPPING CORPORATION
6300 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Certificate No. LB-2108
e-mail:info@southeasternsurveying.com

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF LAKE

I, CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF GREEN KEY VILLAGE PHASE 6 SUBDIVISION AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE LAWS OF FLORIDA. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2024, AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA.

BY: _____

_____
CLERK OF CIRCUIT COURT, LAKE COUNTY, FLORIDA.

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OF MEASUREMENTS SHOWN ON THIS PLATS.

SIGNATURE REGISTRATION NUMBER DATE

CERTIFICATE OF APPROVAL
BY THE TOWN OF LADY LAKE COMMISSION

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE TOWN COMMISSION OF LADY LAKE, FLORIDA.

_____ ATTEST: _____
MAYOR TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
TOWN ATTORNEY

GREEN KEY VILLAGE PHASE 6
DEDICATION

STATE OF FLORIDA
COUNTY OF LAKE
KNOW ALL BY THESE PRESENTS, THAT THE GREEN KEY VILLAGE LLC, A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREON, AS GREEN KEY VILLAGE PHASE 6, BEING IN THE TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATED AS FOLLOWS:

1. PRIVATE STREETS:
ALL STREETS AND RIGHT OF WAYS SHOWN ON THIS PLAT ARE HEREBY DECLARED TO BE AND SHALL REMAIN PRIVATE. THEY ARE DEDICATED FOR THE USE AND BENEFIT OF THE OWNERS AND RESIDENTS OF THIS SUBDIVISION, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF GREEN KEY VILLAGE HOMEOWNERS ASSOCIATION. ALL PUBLIC AUTHORITIES, INCLUDING BUT NOT LIMITED TO POLICE, FIRE AMBULANCE AND UTILITY PROVIDERS SHALL HAVE THE RIGHT TO USE THE STREETS IN THE COURSE OF PERFORMING THEIR RESPECTIVE DUTIES. THE TOWN OF LADY LAKE SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER REGARDING SUCH STREET.

2. UTILITY EASEMENT:
THE UTILITY EASEMENTS SHOWN ARE DEDICATED IN PERPETUITY TO THE UTILITY PROVIDER FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UTILITIES BY ANY UTILITY PROVIDER, INCLUDING CABLE TELEVISION SERVICES, IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATION AS MAY BE ADOPTED FROM TIME TO TIME BY THE TOWN COMMISSION OF LADY LAKE.

3. DRAINAGE AND LANDSCAPE EASEMENTS:
THE DRAINAGE EASEMENTS AS SHOWN ARE DEDICATED IN PERPETUITY FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF GREEN KEY VILLAGE HOMEOWNERS ASSOCIATION. FRONT YARD DRAINAGE EASEMENTS ARE SUBJECT TO THE RIGHT OF EACH LOT TO HAVE A DRIVEWAY FOR INGRESS/EGRESS AS APPROVED BY THE TOWN.

4. OPEN SPACE AREAS:
THE OPEN SPACE AREAS AS SHOWN ARE DEDICATED IN PERPETUITY FOR THE EXCLUSIVE USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THIS SUBDIVISION AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF GREEN KEY VILLAGE HOMEOWNERS ASSOCIATION.

IN WITNESS WHEREOF, THE NAMED OWNER GREEN KEY VILLAGE, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGING MEMBER ON THIS _____ DAY OF _____, 2024.

WITNESS: OWNER:
GREEN KEY VILLAGE, LLC

1. _____
SIGNATURE

1. _____
PRINTED NAME MANAGING MEMBER

2. _____
SIGNATURE

2. _____
PRINTED NAME

STATE OF FLORIDA, COUNTY OF LAKE: THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY _____ THE MANAGING MEMBER, OF ABOVE LLC, WHO HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID (DID NOT) TAKE AN OATH.

SIGNATURE OF ACKNOWLEDGER: _____

PRINTED NAME OF ACKNOWLEDGER: _____

TITLE: _____

MY COMMISSION EXPIRED: _____

(SEAL OR STAMPED)

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR & MAPPER, DOES HEREBY CERTIFY THAT I COMPLETED THE SURVEY OF THE LANDS THEREIN DESCRIBED AND THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN LAKE COUNTY, FLORIDA.

SIGNATURE _____ DATED ____/____/2024
JAMES E. MAZURAK, PSM

SOUTHEASTERN SURVEYING & MAPPING, CORP.
6300 ALL AMERICAN BOULEVARD
ORLANDO, FLORIDA 32810-4350 REGISTRATION NO. 6377
CERTIFICATE NO. LB 2108

CERTIFICATE OF APPROVAL
BY PLANNING AND ZONING BOARD

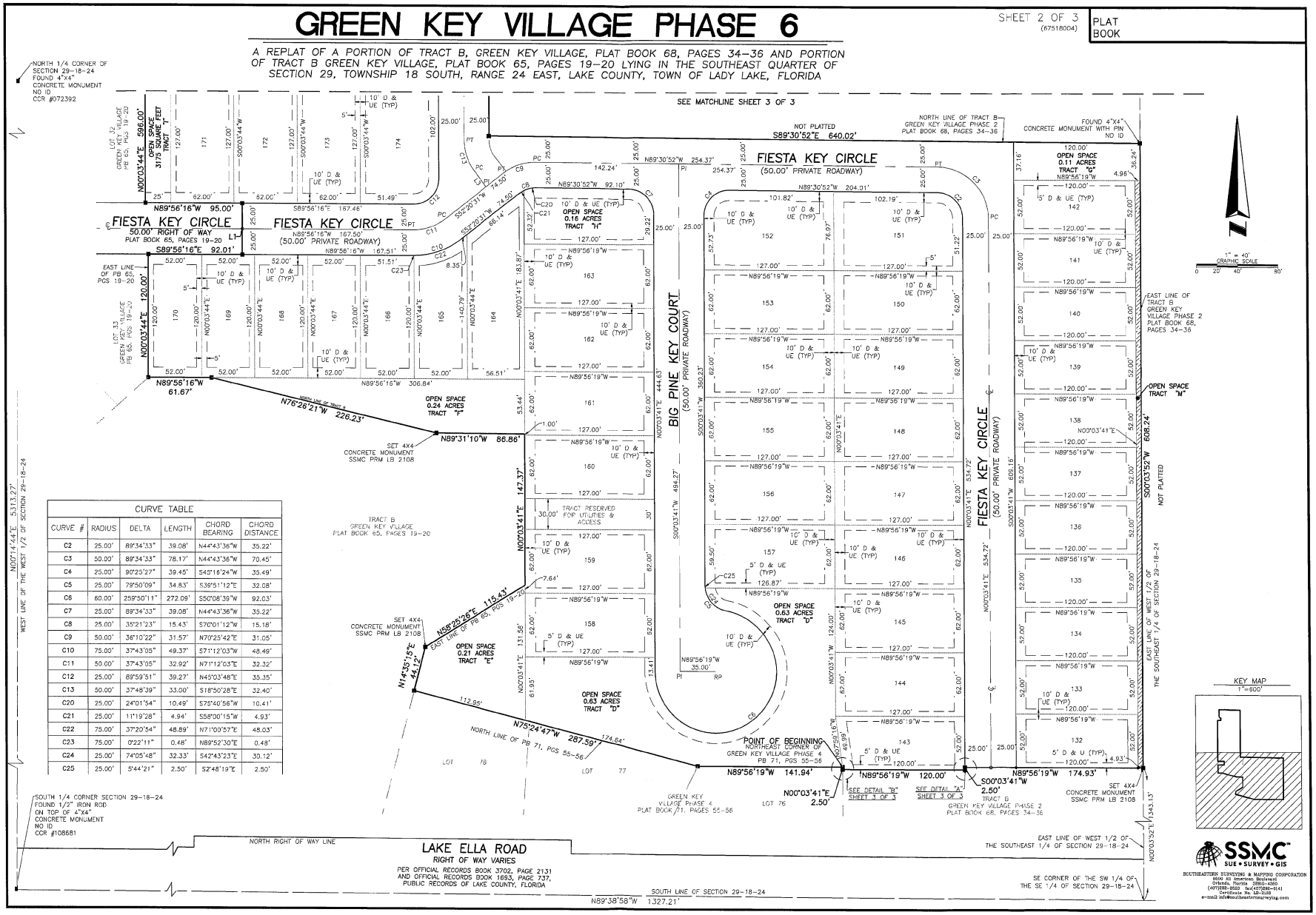
EXAMINED AND APPROVED _____

DATE _____

GREEN KEY VILLAGE PHASE 6

SHEET 2 OF 3 (67518004) | PLAT BOOK

A REPLAT OF A PORTION OF TRACT B, GREEN KEY VILLAGE, PLAT BOOK 68, PAGES 34–36 AND PORTION OF TRACT B GREEN KEY VILLAGE, PLAT BOOK 65, PAGES 19–20 LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, TOWN OF LADY LAKE, FLORIDA



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C2	25.00'	89°34'33"	39.08'	N44°43'36"W	35.22'
C3	50.00'	89°34'33"	78.17'	N44°43'36"W	70.45'
C4	25.00'	90°25'27"	39.45'	S45°16'24"W	35.49'
C5	25.00'	79°50'09"	34.83'	S39°51'12"E	32.08'
C6	60.00'	259°50'11"	272.09'	S50°08'39"W	92.03'
C7	25.00'	89°34'33"	39.08'	N44°43'36"W	35.22'
C8	25.00'	35°21'23"	15.43'	S70°01'12"W	15.18'
C9	50.00'	36°10'22"	31.57'	N70°25'42"E	31.05'
C10	75.00'	37°43'05"	49.37'	S71°12'03"W	48.49'
C11	50.00'	37°43'05"	32.92'	N71°12'03"E	32.32'
C12	25.00'	89°59'51"	39.27'	N45°03'48"E	35.35'
C13	50.00'	37°48'39"	33.00'	S18°50'28"E	32.40'
C20	25.00'	24°01'54"	10.49'	S75°40'56"W	10.41'
C21	25.00'	11°19'28"	4.94'	S58°00'15"W	4.93'
C22	75.00'	37°20'54"	48.89'	N71°00'57"E	48.03'
C23	75.00'	0°22'11"	0.48'	N89°52'30"E	0.48'
C24	25.00'	74°05'48"	32.33'	S42°43'23"E	30.12'
C25	25.00'	5°44'21"	2.50'	S2°48'19"E	2.50'

SSMC SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
8500 All American Boulevard
Orlando, Florida 32810-4350
(407)896-8510 fax(407)896-8141
Certificate No. LB-2108
e-mail:info@southeasternsurveying.com

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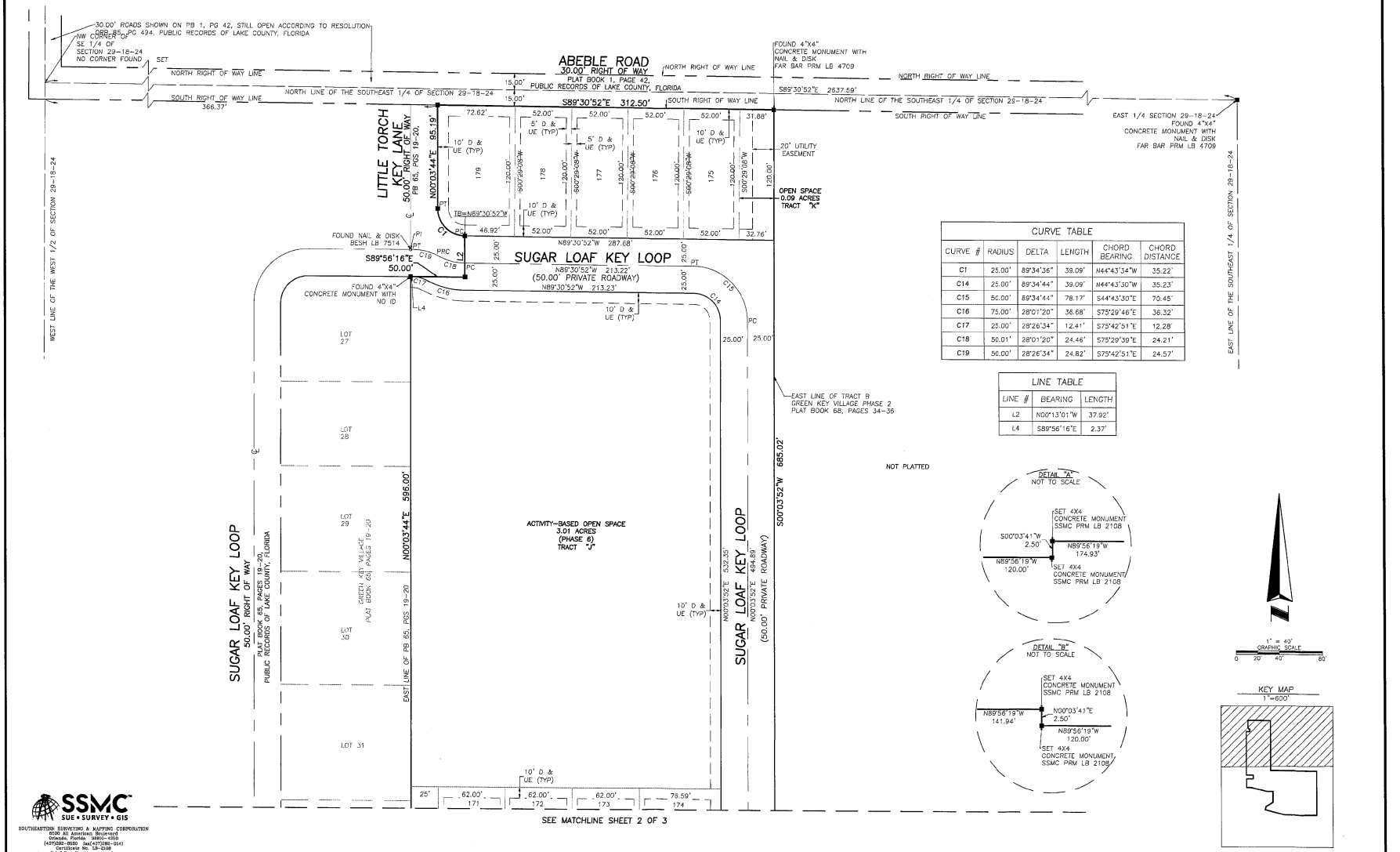
GREEN KEY VILLAGE PHASE 6

SHEET 3 OF 3
(67518004)

PLAT BOOK

A REPLAT OF A PORTION OF TRACT B, GREEN KEY VILLAGE, PLAT BOOK 68, PAGES 34–36 AND PORTION OF TRACT B GREEN KEY VILLAGE, PLAT BOOK 65, PAGES 19–20 LYING IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, TOWN OF LADY LAKE, FLORIDA



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	25.00'	89°34'36"	39.09'	N44°43'34"W	35.22'
C14	25.00'	89°34'44"	39.09'	N44°43'30"W	35.23'
C15	50.00'	89°34'44"	78.17'	S44°43'30"E	70.45'
C16	75.00'	28°01'20"	36.68'	S75°29'46"E	36.32'
C17	25.00'	28°26'34"	12.41'	S75°42'51"E	12.28'
C18	50.01'	28°01'20"	24.46'	S75°29'39"E	24.21'
C19	50.00'	28°26'34"	24.82'	S75°42'51"E	24.57'

LINE TABLE		
LINE #	BEARING	LENGTH
L2	N00°13'01"W	37.92'
L4	S89°56'16"E	2.37'

SSMC
SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
3100 All American Boulevard
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(407)292-8580 fax(407)292-8941
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DRAFT PLANNING AND ZONING BOARD MEETING MINUTES
TOWN OF LADY LAKE, FLORIDA

March 11, 2024

The Planning and Zoning Board meeting was held in the Town Hall Commission Chambers at 409 Fennell Blvd., Lady Lake, Florida. The meeting convened at 5:30 p.m.

CALL TO ORDER: Chairwoman Dorilyn Furch

PLEDGE OF ALLEGIANCE

ROLL CALL:

Member	Present
Brinson	No
Saunders	Yes
Galloway	Yes
Auger	Yes
Furch	Yes

STAFF PRESENT:

Thad Carroll, Growth Management Director; Rebecca Higgins, Senior Planner; Nancy Wilson, Town Clerk.

Attorney Taylor Tremel and Commissioner Roberts were also present.

~~**A. NEW BUSINESS**~~

1. ~~Approval of Minutes~~

~~Planning & Zoning meeting minutes – February 12, 2024~~

~~**Member Galloway made a motion to approve the February 12, 2024, Planning and Zoning Board meeting minutes as presented; Member Saunders seconded the motion. Motion carried 4-0.**~~

2. Green Key Village Subdivision Phase 6 — Final Plat Plan — Proposing 48 Non-Age-Restricted Single-Family Residential Lots on 15.96 Acres Zoned RS-6 within the Green Key Subdivision, Located on the North Side of Lake Ella Road Approximately ½ Mile East of Rolling Acres Road, Addressed as 1635 Lake Ella Road, owned by Green Key Village, LLC, within the Town Limits of the Town of Lady Lake, Florida. (Becky Higgins)

Senior Planner Higgins stated that on January 25, 2024, applicant Gregory Thomas, of Green Key Village, LLC, applied for the final plat of Green Key Village — Phase 6 Subdivision. The preliminary plats for phases five and six were approved by the Commission on April 4, 2022 and a Development Order was subsequently issued on October 4, 2022. Green Key Village Subdivision consists of six phases. Phase six is the final phase and consists of 48 non-age restricted single-family residential lots on 15.96 acres. The future land use is single family, medium density which allows up to six dwelling units per acre. The RS-6 zoning also allows up to six dwelling units per acre. This portion of the development is currently vacant.

The Sewer & Water Agreement will need to be amended between the town and the property owner to incorporate additional ERUs to allocate adequate capacity for Phase 6.

The Final Plat Plan was reviewed to determine compliance with the Land Development Regulations (LDRs) and Florida Statutes Chapter 177.

Member Saunders asked about a couple of stub outs he noticed on the drawing. Ms. Higgins responded that they are tying in all of their existing phases.

Member Saunders made a motion to forward Green Key Village Subdivision Phase 6 Final Plat Plan to the Town Commission with the recommendation of approval; Member Galloway seconded the motion.

Member	Vote
Saunders	Yes
Galloway	Yes
Auger	Yes
Furch	Yes

Motion carried 4-0 for approval.

3. ~~**Ordinance 2024-02 - An Ordinance Amending the Zoning Classification for Certain Property Being Approximately 2.180 Acres Owned by Tree Tops Golf, Inc, Located at the Southeast Corner of the Intersection of Rolling Acres Road and West Lady Lake Boulevard Within the Town Limits of Lady Lake, Florida; Amending the Current Entitlements of the Planned Commercial (CP) Memorandum Of Agreement. (Becky Higgins)**~~

~~Growth Management Director Carroll stated that on February 15, 2024, an application was made by Tree Tops Golf Inc. to amend the zoning entitlements for approximately 2.18 acres located at the intersection of West Lady Lake Boulevard and Rolling Acres Road. The request is to modify the uses under the Lady Lake Planned Commercial – (CP) zoning classification to allow retail sales of golf carts and golf cart accessories that would be limited to the 2.18 acres site.~~

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

TOWN ATTORNEY'S REPORT

AGENDA ITEM ID

DEPARTMENT

SUMMARY

Backup material for this agenda item includes:

None

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Ordinance 2024-02 — First Reading - Rezoning — Tree Tops Golf Inc. — Modifying the zoning entitlements under the Lady Lake Planned Commercial (CP) designation for property being approximately 2.180 acres; Referenced by Alternate Key Number 3931491 within Lake County, Florida. (Thad Carroll)

AGENDA ITEM ID

2024045

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommend approval of Ordinance 2024-02.

SUMMARY

On Thursday, February 15, 2024, an application was made to the Town of Lady Lake Tree Tops Golf II, LLC, on behalf of property owner Tree Tops Golf Inc. to amend the zoning entitlements for approximately 2.18 acres located at the intersection of West Lady Lake Boulevard and Rolling Acres Road. The request is to modify the uses under the Lady Lake Planned Commercial – (CP) zoning classification to allow Retail Sales of Golf Carts and Golf Cart Accessories. The use would be limited to the 2.18 acre site.
The ordinance proposes the following uses:

1. Permitted Uses. Retail Sales of Golf Carts and Golf Cart Accessories, Retail & Services, Miniature Golf and associated retail sales and services, Softball Batting Cages, and Manager's Residence.
2. Uses Expressly Prohibited. All uses other than those aforementioned as “permitted uses” shall be expressly prohibited.

The ordinance is modified to allow Retail Sales of Golf Carts and Golf Cart Accessories and removed the uses of mini-storage and motor vehicles, Recreational Vehicles, and Boat Storage. A limited display of three golf carts is permitted in the parking lot area under the Memorandum of Agreement, and outside display of golf carts is limited to thirty vehicles. The outside display will be permitted to the east of the office and south of the miniature golf course and will be shielded on the south by the adjacent storage facility.
The subject property is in Section 20, Township 18 South, Range 24 East, in Lake County, Florida. The appropriate legal description, a location map, and a sketch of the property were included with the

submitted application.
Zoning Designation of Adjacent Properties

North	Public Facilities District (PFD)
East	Planned Commercial (CP)
South	Planned Commercial (CP)
West	Lake County Agricultural Residential (AR)

The proposed zoning designation is Lady Lake Planned Commercial (CP). The CP designation is consistent with adjacent property to the south that is presently in the Town of Lady Lake's jurisdiction.
The rezoning application has been reviewed and determined to be complete satisfying the necessary criteria as required for rezoning. The application was found to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan and is ready for transmittal to the Town Commission.
Staff mailed notices to inform the surrounding 11 property owners within 150 feet of the property proposed by the annexation request on Monday, February 26, 2024. The property was posted Monday, February 26, 2024.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

Not applicable.

PAST ACTIONS

The Technical Review Committee found that Ordinance 2024-02 was ready for transmittal to the Planning and Zoning Board.
At the March 11, 2024 meeting, the Planning and Zoning Board voted 4-0 to forward the modified zoning entitlements request by Tree Tops Golf, Inc. to the Town Commission with the recommendation of approval.

PUBLIC HEARINGS

The second and final hearing of Ordinance 2024-02 is scheduled for Monday, April 15, 2024, at 6:00 p.m

Backup material for this agenda item includes:

1. Ordinance 2024-02 Tree Tops Rezoning Supporting
2. Tree Tops Rezoning Supporting

DRAFT ORDINANCE 2024-02
TOWN OF LADY LAKE, FLORIDA

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY BEING APPROXIMATELY 2.180 ACRES OWNED BY TREE TOPS GOLF, INC, LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF ROLLING ACRES ROAD AND WEST LADY LAKE BOULEVARD WITHIN THE TOWN LIMITS OF LADY LAKE, FLORIDA; AMENDING THE CURRENT ENTITLEMENTS OF THE PLANNED COMMERCIAL (CP) MEMORANDUM OF AGREEMENT; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on August 15, 1994, the Town of Lady Lake adopted the Land Development Regulations of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida Statutes; and

WHEREAS, on September 18, 2013, the Town of Lady Lake and Tree Tops Golf Inc. amended the Memorandum of Agreement to include additional uses as recorded in ORB 4384, Pgs. 886-893, and at this time, again desire to amend the Memorandum of Agreement and the "CP" zoning to include and establish new permitted uses as well as other terms regarding setbacks, new buildings, landscaping buffers, parking spaces, loading space requirements, and water retention areas.

WHEREAS, the Town Commission of the Town of Lady Lake, through Ordinance No. 2015-01, approved, at a duly noticed meeting, re-designation of said property owned by Tree Tops Golf Inc., and approved and entered into a Memorandum of Agreement setting forth certain permitted uses under the "CP" zoning as recorded in ORB 4611, Pgs. 1610-1617; and

WHEREAS, on March 11, 2024, pursuant to the provisions of the Town of Lady Lake Land Development Regulations, the Planning and Zoning Board of the Town of Lady Lake reviewed the proposed amendment to the Memorandum of Agreement which is attached hereto as

Exhibit “B” and recommended to the Town Commission of the Town of Lady Lake that said amendment be adopted; and

NOW THEREFORE, be it ordained and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida.

Section 1. Based upon the petition of certain landowners of property, which is in Lake County, Florida, and described in Exhibit “A” hereto, a request has been made to amend the “Planned Commercial” entitlements, as described in the Memorandum of Agreement “Exhibit B” and shown on the Conceptual Plan “Exhibit C”. Said petition has been approved by the Town Commission of the Town of Lady Lake in accordance with the Town of Lady Lake Comprehensive Plan, the Land Development Regulations of the Town of Lady Lake, the Charter of the Town of Lady Lake and the Florida Statutes, the property described in Exhibit “A” hereto is hereby amended.

Section 2. Severability. The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. This Ordinance shall become effective immediately upon its passage by the Town Commission, except as limited by the provisions of Section 171.06, Florida Statutes, as said provisions pertain to newly annexed property and the final adoption of a Comprehensive Plan Amendment by the Town Commission.

PASSED AND ORDAINED this ___ day of _____**, 2024** in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon Second and Final Reading.

Town of Lady Lake, Florida

_____

Ed Freeman, Mayor

Attest:

_____

Nancy Wilson, Town Clerk

Approved as to form:

_____

Derek Schroth, Town Attorney

EXHIBIT "A" — Legal Description

Alternate Key 3931491— LADY LAKE, LEE & STEVENS ADD PB 8 PG 11 BEGIN AT THE NORTHWEST CORNER OF LOT 9, RUN NORTH 89-13-13 EAST ALONG THE NORTH LINE 548.54 FEET, SOUTH 00-04-03 EAST 182.88 FEET, SOUTH 89-13-13 WEST 548.54 FEET TO THE WEST LINE OF SAID LOT 9, NORTH 00-40-03 WEST ALONG SAID WEST LINE 182.88 FEET TO THE POINT OF BEGINNING ORB 5963 PG 69

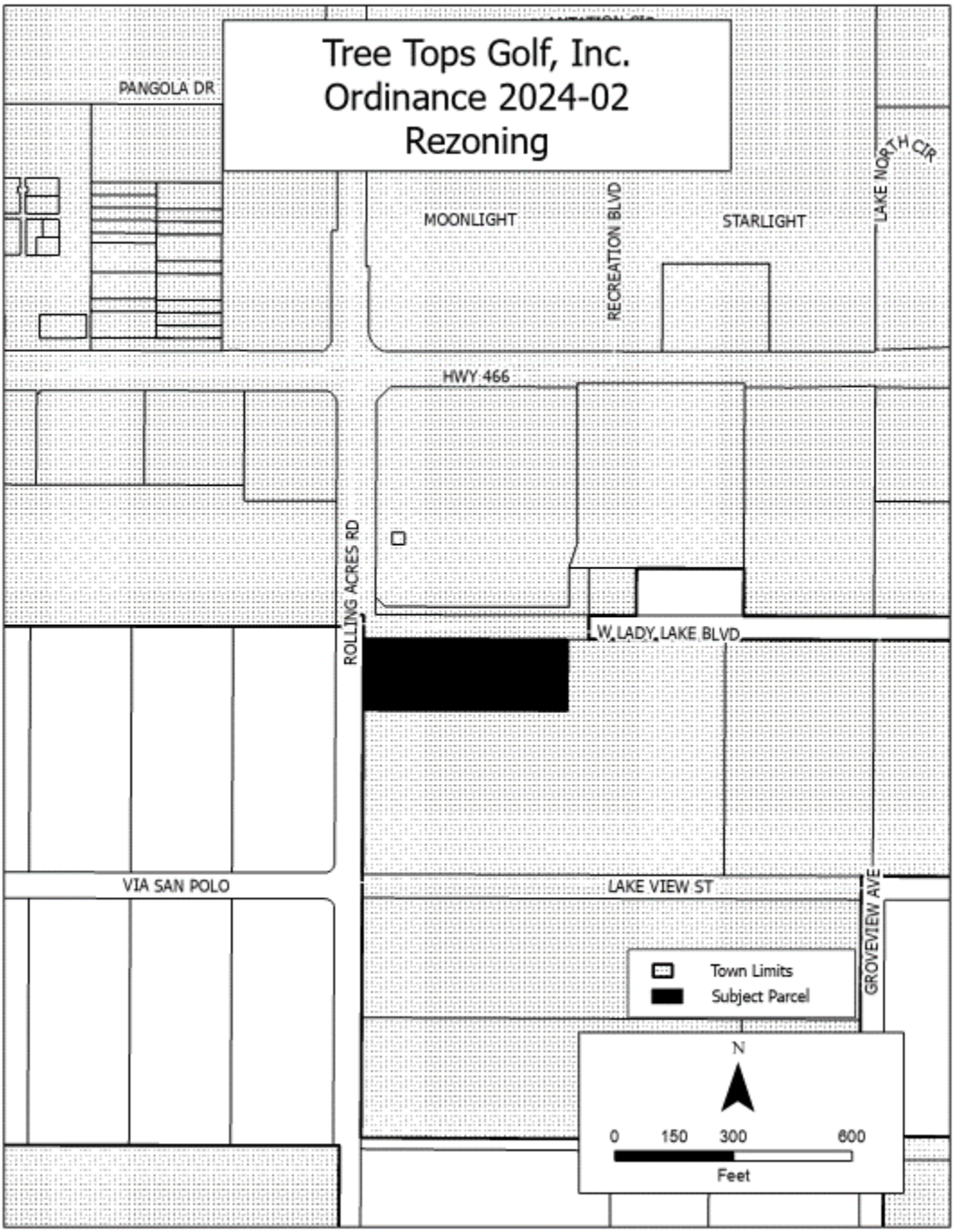


EXHIBIT “B” — MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is dated this 15th day of April 2024 between the Town of Lady Lake, Florida (the "Town") and Tree Tops Golf, Inc. ("Property Owner").

RECITALS

1. The Property Owner is the fee simple owner of certain real property in Lady Lake, Florida as described in the legal description attached as Exhibit "A".
2. On March 16, 2015, the Town of Lady Lake and Tree Tops Golf Inc. amended the Memorandum of Agreement to include additional uses as recorded in ORB 4611, Pgs. 1610-1617.
3. On September 18, 2013, the Town of Lady Lake and Tree Tops Golf Inc. amended the Memorandum of Agreement to include additional uses as recorded in ORB 4384, Pgs. 886-893.
4. On September 10, 2003, the Town and the owner entered into a Memorandum of Agreement ("MOA'') pursuant to the provisions of Chapter 5, Section 4) o) 5) a) 1) of the Town's Land Development regulations.
5. The real property described in the legal description is zoned CP "Planned Commercial" pursuant to Ordinance No. 98-08, November 2, 1998.
6. The applicant wishes to amend the existing MOA to include additional uses on a portion of the site, being 2.180 acres, concurrently withdrawing other uses on this portion of property.
7. At this time, the parties wish to enter into an amended Memorandum of Agreement pursuant to the provisions of the Town's Land Development Regulations.

NOW, THEREFORE, in recognition of the foregoing, the parties agree to the following terms and conditions as part of the CP zoning for that property described in the attached legal description, Exhibit “A”.

1. Permitted Uses. Retail Sales of Golf Carts and Golf Cart Accessories, Retail & Services, Miniature Golf and associated retail sales and services, Softball Batting Cages, and Manager's Residence.
2. Uses Expressly Prohibited. Any and all uses other than those aforementioned as "permitted uses" shall be expressly prohibited.
3. Hours of Operation. The hours of operation shall be as follows:
    A. Open at 7:00 a.m.
    B. Close at 9:00 p.m.
4. Design Standards.
    A. The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%).
    B. Maximum building height is thirty-five feet (35').
    C. The outside display of Golf Carts shall be limited to 30 vehicles and limited to that area of property behind and east of the sales office/showroom, and south of the miniature golf course.
    D. Setback requirements shall be:
        1. Front Yard Setback – Front Yard to Rolling Acres Road & West Lady Lake Boulevard – Twenty-Five (25) feet minimum
        2. Side Yard Setback: - Five (5) feet minimum
        3. Rear Yard Setback: - Fifteen (15) feet minimum
5. Parking and Accessibility. Parking requirements shall be as required pursuant to Chapter 7 of the Town's Land Development Regulations for the specific use. All parking spaces shall be ten by twenty (10 x 20) feet in size. The required parking on the site shall be comprised of a minimum of 20 paved parking spaces in conformance with the adopted code, three of which may be used for outside golf cart display.
6. Landscaping. The applicant shall utilize the existing natural vegetative (Oak Tree) buffer within the property as shown on the site plan for buffer landscape requirements. At which time the property is redeveloped, a Class "A" Landscape Buffer, ten (10) feet in width, shall be installed pursuant to Chapter 10, Landscaping section of the Land Development Regulations. In addition, the west buffer abutting

Rolling Acres Road shall contain a decorative fence; all other buffers shall contain decorative (coated) chain link fencing in addition to the landscaping material.

7. Water Retention Areas. The drainage and stormwater retention requirements of the Town and the appropriate regulatory agencies shall be met and approved by the Town Consulting Engineer. These areas shall be properly maintained by the developer.

8. Lighting. All lighting for the proposed facilities shall be designed and located such that light and/or glare shall be directed upon the subject property only.

9. Compliance with All Requirements. Nothing herein shall relieve the Developer or their successors or assigns from obtaining any local, regional, state or federal permits or compliance with any applicable ordinance, laws, rules or regulations necessary for the development of the property.

10. Heirs and Successors. The terms and conditions as set forth in this Memorandum of Agreement shall insure to the benefit of and shall constitute a covenant running with the land and under the terms, conditions and provisions hereof, and shall be legally binding upon any heirs, assigns and successors in title or interest, and shall be subject to each and every condition herein set out.

11. Recordation. The Memorandum of Agreement shall be recorded in the Public Records of Lake County, Florida.

12. Enforcement. Enforcement of this Memorandum of Agreement shall be through the Town of Lady Lake Town Commission. Upon approval of this agreement, the aforementioned property shall only be used for the purposes described herein. No change in the use, further expansion of the uses, additions to the uses, or additions to the facilities shall be permitted except as approved by formal amendment of this Memorandum of Agreement. Any other proposed use shall be specifically authorized by amendment and approval of the Town of Lady Lake Commission and shall be legally binding upon any heirs, assigns and successors in title or interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Town of Lady Lake, Florida

_____
Ed Freeman, Mayor

Attest:

_____
Nancy Wilson, Town Clerk

Approved as to form:

_____
Derek Schroth, Town Attorney

PROPERTY OWNER

_____
Tree Tops Golf, Inc.

STATE OF FLORIDA
COUNTY OF LAKE

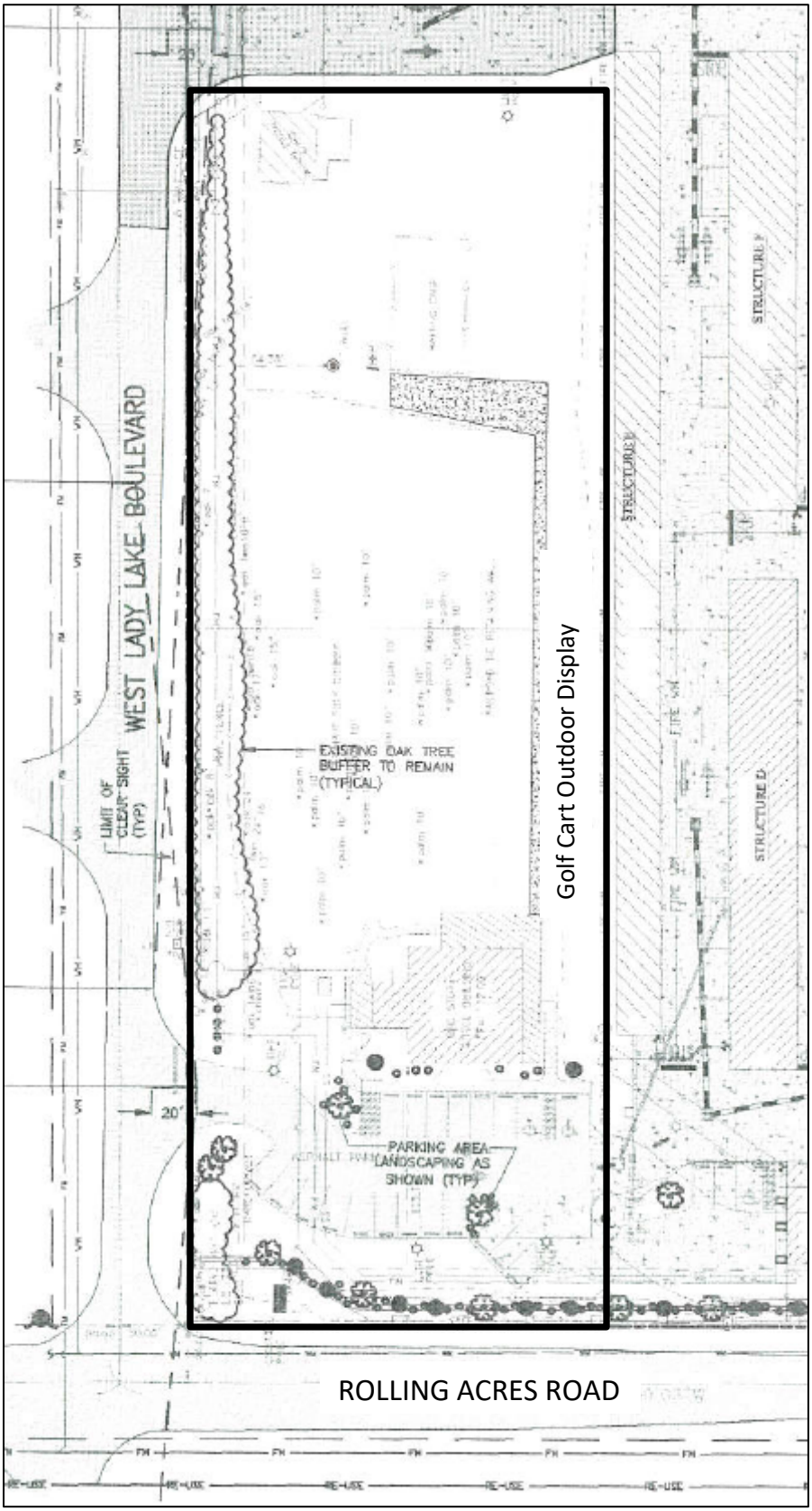
The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this ____ day of _____, 2024 by _____, as Owner/Authorized Signer of the Property, who is personally known to me or has produced _____ as identification.

_____
Notary Public Signature

My Commission Expires:

1

EXHIBIT "C" — Conceptual Plan



2

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT

REZONING APPLICATION

Owner's Information

Owner's Name: Tree Tops Golf Inc.

Mailing Address: 171 S Rolling Acres Road Lady Lake Fl. 32159

Telephone Number: 352-217-6320 Email Address: Michaelgirard@pga.com

Applicant's Information

Applicant's Name: Tree Tops Golf II, LLC ,

Mailing Address: 171 S Rolling Acres Road Lady Lake Fl 32159

Telephone Number: 352-552-6935 Email Address: Alexmgirard@gmail.com

Applicant is: ____Owner __XX__Agent ____Purchaser ____Lessee ____Other

Property Information

Property Address/Location: 171 S Rolling Acres Road Lady Lake Fl. 32159

Alternate Key: 3931491

Legal Description: LADY LAKE, LEE & STEVENS ADD PB 8 PG 11 BEGIN AT THE NORTHWEST CORNER OF LOT 9, RUN NORTH 89-13-13 EAST ALONG THE NORTH LINE 548.54 FEET, SOUTH 00-04-03 EAST 182.88 FEET, SOUTH 89-13-13 WEST 548.54 FEET TO THE WEST LINE OF SAID LOT 9, NORTH 00-40-03 WEST ALONG SAID WEST LINE 182.88 FEET TO THE POINT OF BEGINNING ORB 5963 PG 69

The property is located in the vicinity of the following streets:

Located at the corner of Rolling Acres Road and West Lady Lake Blvd

Area of the Property: _____Square Feet ____2.180_____Acres

Utilities: __XX____Central Water __XX_____Central Sewer _____Well _____Septic Tank

Existing Zoning of Property: CP

Requested Zoning of Property: CP

Note: If the requested zoning is a Planned Unit Development (PUD), indicate type: _____ Residential, ___ Commercial, ____ Industrial, ____ Mixed Use, and refer to the requirements of the preliminary development plan and see Chapter ____ of the LDR Code. If the rezoning is to Manufactured Homes High Density (MH-9), a Master Park Plan shall be submitted.

Number, Square Footage and Present Use of the Existing Structures on the Property: 2 buildings Building #1 2800 Square feet Retail shop/ Miniature Golf. Building #2 720 Square feet residence

Proposed Use of Property: Maintain Current Golf Shop/Miniature Golf and Softball Batting Cages along the addition of Retail sales of Golf Carts and Golf Cart accessories

Have any land use applications been filed within the last year in connection with this property? ____Yes __XX__No. If yes, briefly describe the nature of the request:

Attach a list of owners' names and mailing addresses for all properties lying within a 150-foot radius surrounding the subject property legally described in this application.

This application must be accompanied by proof of ownership and authorization form the owner if represent by an agent or contract purchaser.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND EIGHT COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATIONS, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: 2/15/24 Received by: B Schneider

Rezoning Fees Paid: $1200.00

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT
REZONING
APPLICANT'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared ALEX GIRARD, who being by me first duly sworn on oath, deposes and says:

1. That he affirms and certifies that he understands and will comply with all ordinances, regulations and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

2. That the submittal requirements for the application have been completed and attached hereto as part of this application.

3. That the applicant desires Rezoning to the CP zoning classification to allow: GOLF CART and GOLF CART accessories STORE

4. That the sign cards will be posted at least seven days prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 15TH day of FEBRUARY, 2024, by ALEX GIRARD, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Karen A. Murray
KAREN A. MURRAY
Notary Public

KAREN A. MURRAY
Notary Public - State of Florida
Commission # HH 384496
My Comm. Expires May 31, 2027

REZONING
OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared MICHAEL GIRARD, who being by me first duly sworn on oath, deposes and says:

1. That he or she is the fee-simple owner of the property legally described on page one of this application.

2. That he or she desires approval for rezoning of said property with the classification of CP to allow: GOLF CART and GOLF CART ACCESSORIES Store

3. That he has appointed ALEX GIRARD to act as agent in his or her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his or her stead.

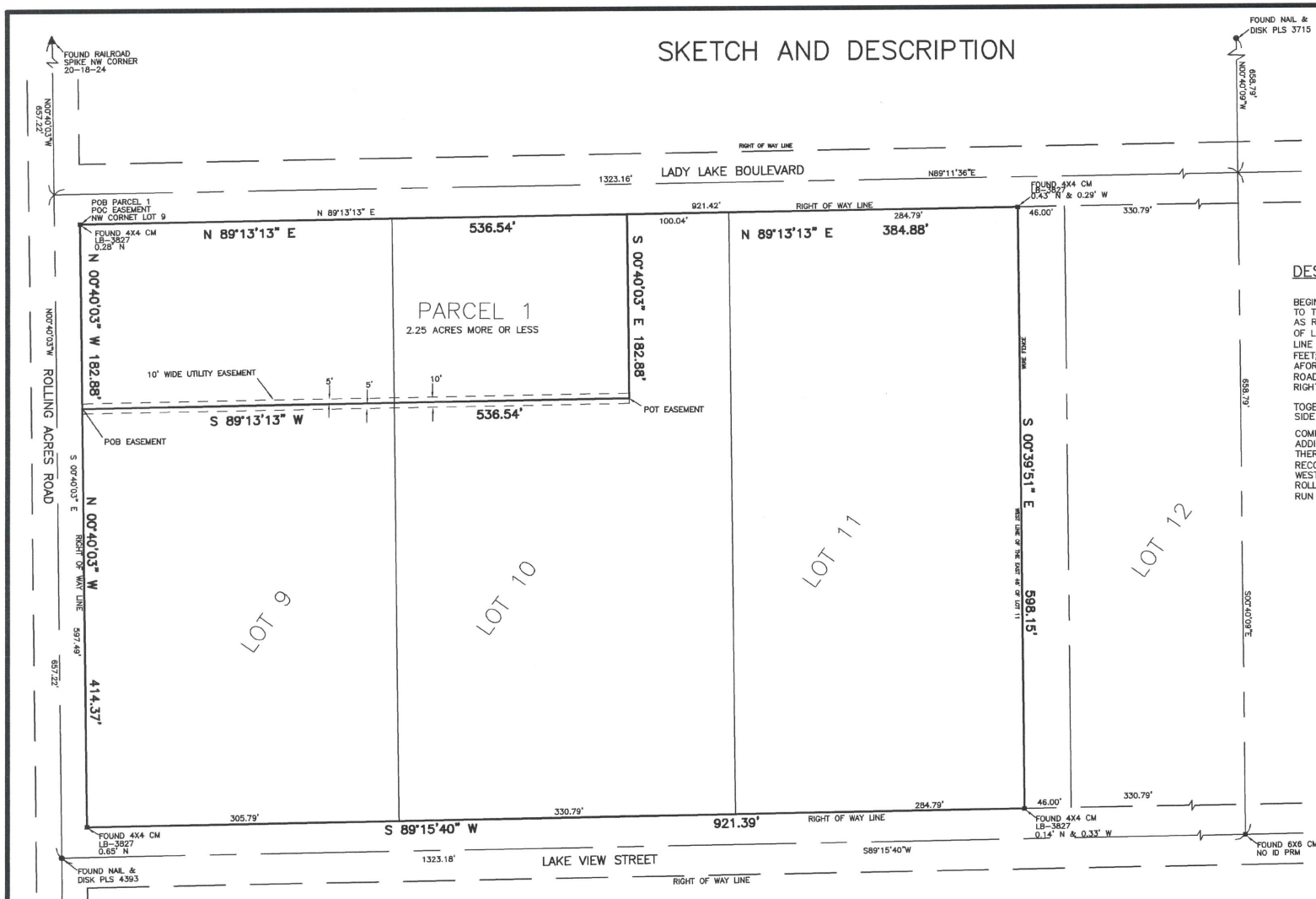
Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 13 day of Feb, 2024 by Michael Girard, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

MARGARET A STOKES
Notary Public - State of Florida
Commission # HH 113639
My Comm. Expires Apr 23, 2025

SKETCH AND DESCRIPTION



DESCRIPTION PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF LOT 9, LEE AND STEVENS ADDITION TO THE TOWN OF LADY LAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 9 THROUGH 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE RUN N.89°13'13"E., ALONG THE NORTH LINE OF LOTS 9 AND 10, 536.54 FEET; THENCE RUN S.00°04'03"E., 182.88 FEET; THENCE RUN S.89°13'13"W., 536.54 FEET TO THE WEST LINE OF AFORESAID LOT 9 AND THE EAST RIGHT OF WAY OF ROLLING ACRES ROAD; THENCE RUN N.00°40'03"W., ALONG SAID WEST LINE AND SAID RIGHT OF WAY 182.88 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FEET WIDE UTILITY EASEMENT LYING 5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF LOT 9, LEE AND STEVENS ADDITION TO THE TOWN OF LADY LAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 9 THROUGH 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE RUN S.00°40'03"E. ALONG WEST LINE OF AFORESAID LOT 9 AND THE EAST RIGHT OF WAY OF ROLLING ACRES ROAD 182.88 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°89'13"13"E., 536.54 FEET TO THE POINT OF TERMINUS.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY TO : TREE TOPS GOLF, INC.

THAT THE BOUNDARY SURVEY, AS REFLECTED HEREON, WAS PERFORMED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, AND MEETS THE MINIMUM TECHNICAL STANDARDS RULE 5J-17.052.

STEVEN B. WILEY DATE
FLORIDA PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE NUMBER 5951

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

NOTES:

1) THIS IS A SKETCH FOR DESCRIPTIVE PURPOSE ONLY AND IS NOT A BOUNDARY SURVEY.

2) UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSE ONLY AND IS NOT VALID.

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS

DRAWN BY:	SBW	DATE:	08/13/2018
CHECKED BY:	SBW	DRAWING NO.:	B-206
JOB NO.:	18063	SHEET	1 OF 1

WILEY SURVEYING AND MAPPING INC.
11929 GARRISON LANE
UMATILLA, FLORIDA 32784
PHONE: (352) 669-6046
(352) 267-2364
WILEYSURVEYING@GMAIL.COM
PROFESSIONAL SURVEYORS AND MAPPERS

INSTRUMENT#: 2022072774 OR BK 5963 PG 69 PAGES: 2 5/24/2022 2:16:06 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$0.70

PREPARED BY and RETURN TO:
Ashley S. Hunt
HUNT LAW FIRM, P.A.
601 S. 9th Street
Leesburg, FL 34748

Parcel ID No. _____

This document was prepared on information furnished by Grantor. No examination of title was requested by Grantee and no title examination has been made on the subject property.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made the 24 day of May, 2022,

BY: **TREE TOPS STORAGE HOLDING, LLC,** a Florida Limited Liability Company, whose address is 175 S. Rolling Acres Road, Lady Lake, FL 32159, ("Grantor"),

TO: **TREE TOPS GOLF, INC.,** a Florida Corporation, whose address is 175 S. Rolling Acres Road, Lady Lake, FL 32159, ("Grantee");

{Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.}

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto Grantee all the right, title, interest claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Lake, State of Florida, to wit:

See attached Exhibit "A"

Subject to easements, restrictions, reservations and mortgages of record, if any, but not to reimpose any void or lapsed restrictions or easements.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed in the Presence of

Print or Type Name Lorene Hallister

Print or Type Name Taylor Brawe

TREE TOPS STORAGE HOLDING, LLC

By: _____
Michael R. Girard, Mgr

By: _____
Fred Oeschger, Mgr

STATE OF FLORIDA
COUNTY OF LAKE

Acknowledged and subscribed before me by means of ☒ physical presence or ☐ online notarization, by Michael G. Girard and Fred Oeschger, who have produced a Fla. Driver License as identification, on this 24th day of May, 2022.

Notary Public State of Florida
Crystal P. Milford
My Commission GG 958183
Expires 03/20/2024

Print or Type Name Crystal P. Milford
Notary Public
My Commission Expires: 3/20/24

Exhibit "A"

Parcel 1:

BEGIN AT THE NORTHWEST CORNER OF LOT 9, LEE AND STEVENS ADDITION TO THE TOWN OF LADY LAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 9 THROUGH 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE RUN

N.89 °13'13"E., ALONG THE NORTH LINE OF LOTS 9 AND 10, 548.54 FEET; THENCE RUN S.00°04'03"E., 182.88 FEET; THENCE RUN S.89°13'13"W., 548.54 FEET TO THE WEST LINE OF AFORESAID LOT 9 AND THE EAST RIGHT OF WAY OF ROLLING ACRES ROAD; THENCE RUN N.00°40'03"W., ALONG SAID WEST LINE AND SAID RIGHT OF WAY 182.88 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FEET WIDE UTILITY EASEMENT LYING 5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF LOT 9, LEE AND STEVENS ADDITION TO THE TOWN OF LADY LAKE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 9 THROUGH 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THENCE RUN S00°40'03"E. ALONG WEST LINE OF AFORESAID LOT 9 AND THE EAST RIGHT OF WAY OF ROLLING ACRES ROAD 182.88 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°13'13"E., 548.54 FEET TO THE POINT OF TERMINUS.

AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
3392370	ALDRIDGE HARRY M & LORI K	839 VIA SAN POLO	LADY LAKE	FL	32159
1610958	CHURCH OF ST ALBANS INC	1423 PELICAN PATH	THE VILLAGES	FL	32162
1610940	LAKE COUNTY/SOLID WASTE	315 W MAIN ST OMB OFFICE	TAVARES	FL	32778
1800609	SOUTHERN ROLLING ACRES LLC	PO BOX 940279	MAITLAND	FL	32794-0279
3250290	SSGT III 175 S ROLLING ACRES RD LLC	10 TERRACE RD	LADERA RANCH	CA	92694
3931491	TREE TOPS GOLF INC	175 S ROLLING ACRES RD	LADY LAKE	FL	32159
3861851	VETERANS MEMORIAL POST 347	PO BOX 1534	LADY LAKE	FL	32158-1534

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159
(352) 751-1500 FAX (352) 751-1510 www.ladylake.org

February 26, 2024

RE: Ordinance 2024-02 Rezoning (CP Amendment)

Dear Property Owner:

This is to notify you that applications have been filed with the Town of Lady Lake, by Tree Tops Golf, Inc, to amend the entitlements of property addressed as 171 South Rolling Acres Road. The application involves approximately 2.18 acres of property. The applicant is seeking to amend the Memorandum of Agreement within the Planned Commercial zoning ordinance to include golf cart and golf cart accessory sales as allowable uses.

Public hearing dates on the petition is scheduled for the following dates:

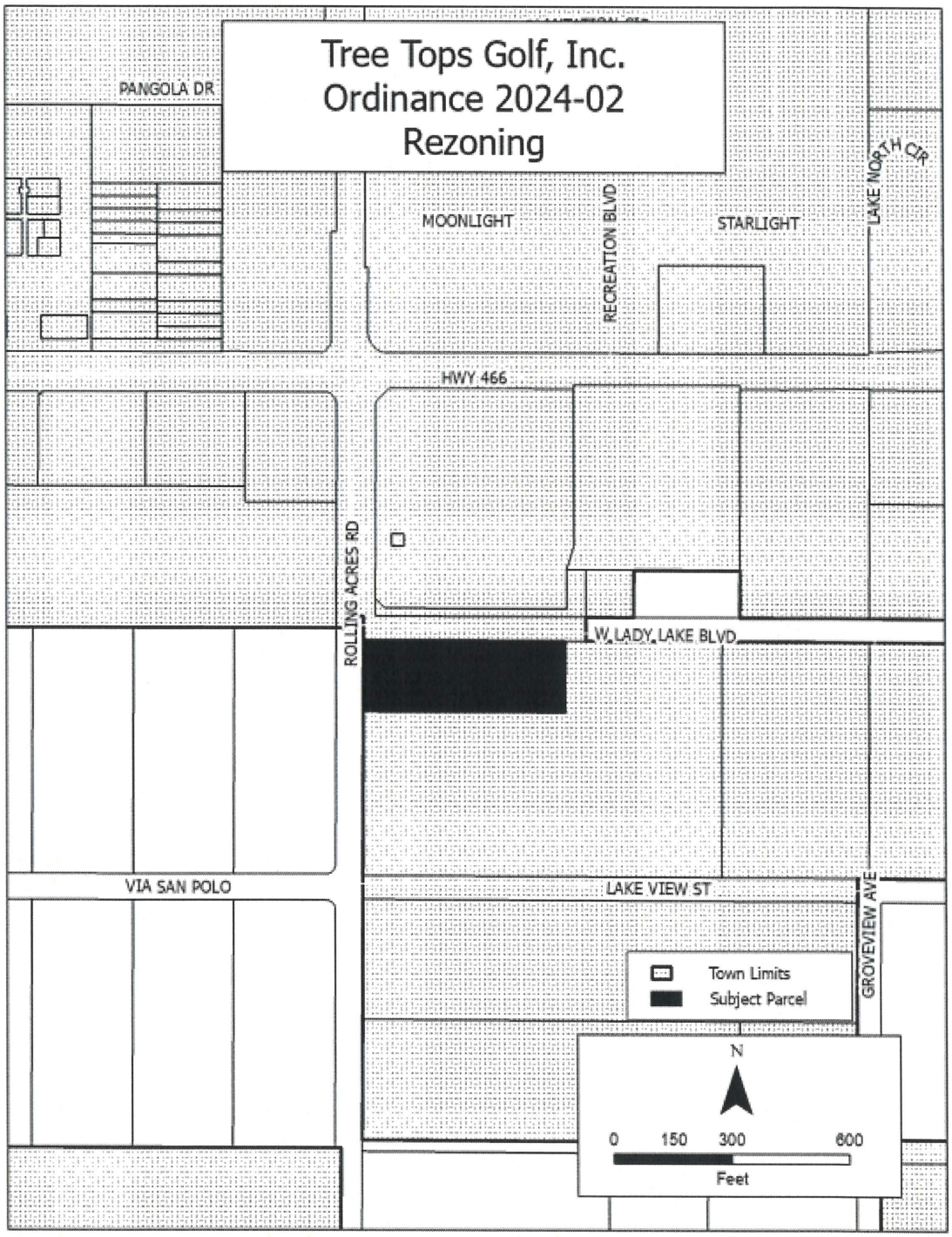
PLANNING AND ZONING BOARD -	Monday, March 11, 2024 at 5:30 p.m.
TOWN COMMISSION MEETING -	Monday, April 1, 2024 at 6:00 p.m.
TOWN COMMISSION MEETING -	Monday, April 15, 2024 at 6:00 p.m.

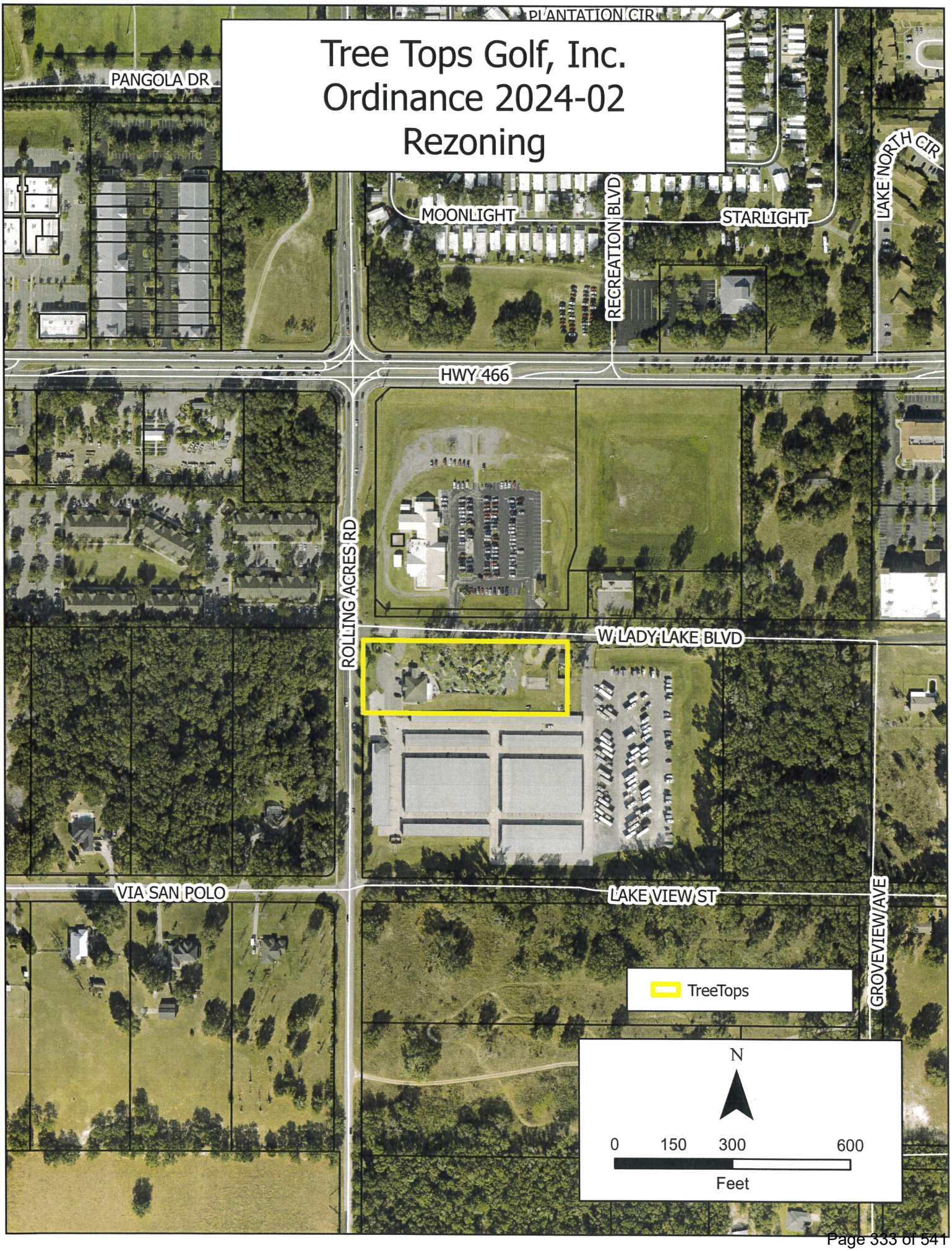
You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1511 or via email at planning@ladylake.org.

Sincerely,

Rebecca Schneider
Senior Town Planner

LOCATION MAP




Tree Tops Golf, Inc.
Ordinance 2024-02
Rezoning
PLANTATION CIR
PANGOLA DR
MOONLIGHT
RECREATION BLVD
STARLIGHT
LAKE NORTH CIR
HWY 466
ROLLING ACRES RD
W LADY LAKE BLVD
VIA SAN POLO
LAKE VIEW ST
GROVEVIEW AVE
TreeTops
N
0
150
300
600
Feet


REZONING


REZONING

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Ordinance 2024-03 — First Reading - Annexation — Caudill — An ordinance voluntarily annexing property being 24.02 acres, owned by David M Caudill and David M Caudill Life Estate, located on the north side of Lake Ella Road, approximately 350 linear feet west of Micro Racetrack Road, within Lake County Florida. (Thad Carroll)

AGENDA ITEM ID

2024046

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommend approval of Ordinance 2024-03.

SUMMARY

On Thursday, February 15, 2024, applications were filed with the Town of Lady Lake by Craig Brashier with CHW, LLC., on behalf of property owners David M Caudill and David M Caudill Life Estate, to annex three properties located north of Lake Ella Road, approximately 350 linear feet west of Micro Racetrack Road, address as 403 Lake Ella Road. The application involves annexing approximately 24.02 acres from unincorporated Lake County into the Town of Lady Lake.
The subject property lies in Section 30, Township 18 South, Range 24 East, in Lake County, Florida. The appropriate legal descriptions, location maps, and a sketch of the properties were included with the submitted application. Upon future development, the properties will be served by the Town's Water, Sewer, and Reuse facilities. The subject properties are contiguous with the existing municipal boundary.
The annexation application has been reviewed by the Technical Review Committee and determined to be complete. The application meets the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan and is ready for consideration by the Town Commission.
Staff mailed notices to inform the surrounding eight property owners within 150 feet of the properties proposed by the annexation request were mailed on Monday, February 26, 2024. The property was also posted on Tuesday, February 27, 2024.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

Not applicable.

PAST ACTIONS

The Technical Review Committee found that Ordinance 2024-03 was ready for consideration of a recommendation by the Planning and Zoning Board.
At the March 11, 2024, meeting, the Planning and Zoning Board voted 4-0 to forward Ordinance 2024-03 to the Town Commission with the recommendation of approval.

PUBLIC HEARINGS

The second and final reading of Ordinance 2024-03 before the Town Commission is scheduled for Monday, April 15, 2024, at 6 p.m.

Backup material for this agenda item includes:

1. Ordinance 2024-03 Annexation Caudill
2. Annexation Caudill Supporting

DRAFT ORDINANCE 2024-03
TOWN OF LADY LAKE, FLORIDA

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LADY LAKE, FLORIDA; VOLUNTARILY ANNEXING THREE PROPERTIES BEING APPROXIMATELY 24.02 ACRES OWNED BY CAUDILL DAVID M LIFE ESTATE AND DAVID M CAUDILL; LOCATED ON THE NORTH SIDE OF LAKE ELLA ROAD APPROXIMATELY 350 LINEAR FEET WEST OF MICRO RACETRACK ROAD; WITHIN LAKE COUNY, FLORIDA; PROVIDING FOR REDEFINITION OF THE LAND BOUNDARIES OF THE TOWN OF LADY LAKE; PROVIDING FOR FILING OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN ACCORDANCE WITH LAW.

Be it ordained and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida, as follows:

SECTION 1

Pursuant to and under the authority of the provisions of Florida Statute 171.205 and the Interlocal Service Boundary Agreement executed September 4, 2013 between Lake County, Florida, and the Town of Lady Lake, Florida, the Town of Lady Lake does hereby annex property being approximately 24.02 acres in the unincorporated area of Lake County, Florida; existing as contiguous parcels to the Town, more particularly described in Exhibit “A”.

SECTION 2

Upon final passage and adoption of this Ordinance, a copy hereof shall be filed with the Clerk of the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, and a copy shall also be filed with the Department of State of the State of Florida.

SECTION 3

Should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 4

That all property, real and personal, within said annexed property described herein, as provided by this Ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the said Town of Lady Lake, Florida, and the said rezoned property shall be liable proportionately, for all of the present outstanding

and existing, as well as future indebtedness to the Town of Lady Lake, Florida, and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now and 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 Town of Lady Lake, Florida at the time of the passage and approval of said laws and ordinances.

SECTION 5

This Ordinance shall become effective upon its adoption.

SECTION 6

In accordance with the provisions of Section 171.062, Florida Statutes, the property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and County zoning regulations until the Town adopts a Comprehensive Plan Amendment to include this annexed parcel on the Future Land Use Map Series of the Town's Comprehensive Plan.

PASSED AND ORDAINED by the Town Commission of the Town of Lady Lake, Florida, this **15th** day of **April 2024**.

Town of Lady Lake, Florida

_____

Ed Freeman, Mayor

Attest:

_____

Nancy Wilson, Town Clerk

Approved as to form:

_____

Derek Schroth, Town Attorney

EXHIBIT A: Legal Description and Map

Parcel One

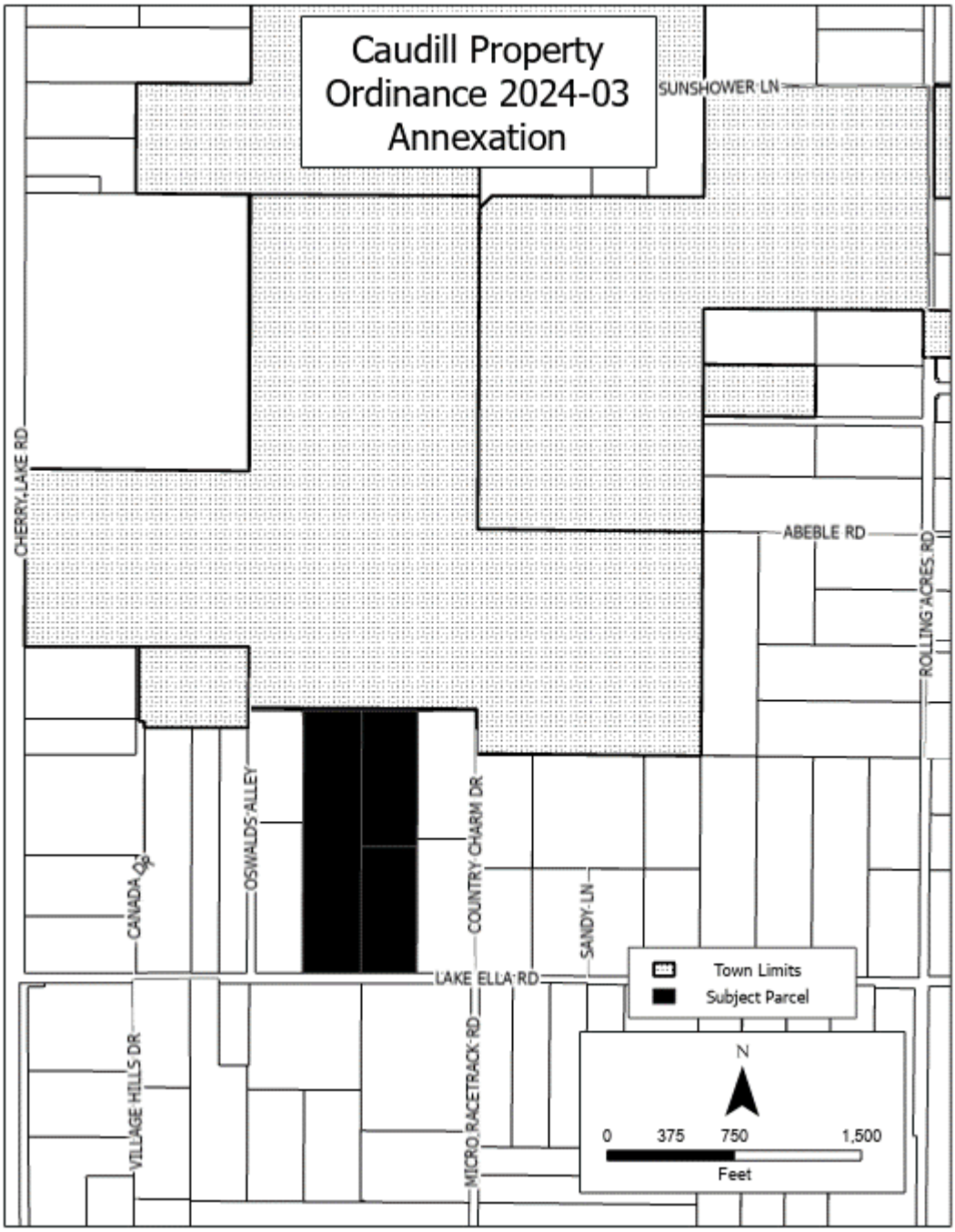
Parcel ID#: 30-18-24-0003-000-01201; E 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4, E 1/2 OF W 1/2 OF S 264 FT OF NE 1/4 OF SW 1/4 ORB 4478 PG 2037 ORB 6214 PG 1515

Parcel Two

Parcel ID#: 30-18-24-0003-000-02600; W 330 FT OF S 264 FT OF SE 1/4 OF NE 1/4 OF SW 1/4, W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- S 780.8 FT-- ORB 4478 PG 2035 ORB 6214 PG 1515

Parcel Three

Parcel ID#: 30-18-24-0003-000-03500; S 780.8 FT OF W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- LESS S 33 FT FOR RD R/W-- ORB 1757 PG 1205 ORB 4478 PG 2035 ORB 6214 PG 1515


Caudill Property
Ordinance 2024-03
Annexation
SUNSHOWER LN
CHERRY LAKE RD
ABEBLE RD
ROLLING ACRES RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcel
N
0
375
750
1,500
Feet

1

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT
ANNEXATION APPLICATION

OWNER'S INFORMATION

Owner's Name: David M. Caudill, Christopher Caudill, Kara Wassman

Mailing Address: 403 Lake Ella Road, Fruitland Park, FL 34731

Telephone Number: Contact Agent Email Address: Contact Agent

APPLICANT'S INFORMATION

Applicant's Name: Craig Brashier, AICP

Mailing Address: 11801 Research Drive, Alachua, FL 32615

Telephone Number: (352) 331-1976 Email Address: craigb@chw-inc.com

Applicant is: ____Owner __X__Agent ____Purchaser ____Lessee ____Other

PROPERTY INFORMATION

Property Address/Location: 403 LAKE ELLA RD, FRUITLAND PARK FL, 34731

Alternate Key: 1740045, 1771510, 3284640

Legal Description: 1740045: E 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4, E 1/2 OF W 1/2 OF S 264 FT OF NE 1/4 OF SW 1/4 ORB 4478 PG 2037

1771510: W 330 FT OF S 264 FT OF SE 1/4 OF NE 1/4 OF SW 1/4, W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- S 780.8 FT-- ORB 4478 PG 2035

3284640: S 780.8 FT OF W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4--LESS S 33 FT FOR RD R/W-- ORB 1757 PG 1205 ORB 4478 PG 2035

The property is located in the vicinity of the following streets:

Oswald Alley, Lake Ella road, Country Charm Drive

Area of the Property: 1046311.2 Square Feet 24.02 Acres

Utilities: __X__Central Water __X__Central Sewer _____Well _____Septic Tank

Existing County Zoning of Property: Lake County - Agriculture (A)

Requested Town Zoning of Property: Town of Lady Lake - PUD

Number, Square Footage and Present Use of the Existing Structures on the Property:

AltKey: 1771510 has one (1) barn that is 1,300 sq. ft.

AltKey: 3284640 has one (1)Single-family home that is 2,644 sq. ft.

Proposed Use of Property: Residential Subdivision

Have any land use applications been filed within the last year in connection with this property? X Yes ____No. If yes, briefly describe the nature of the request:

A companion Small-scale Comprehensive Plan Amendment & Rezoning Application is submitted concurrently with this application.

Attach a list of owners' names and mailing addresses for all properties lying within a 150-foot radius surrounding the subject property legally described in this application.

This application must be accompanied by proof of ownership and authorization form the owner if represent by an agent or contract purchaser.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND EIGHT COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATIONS, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: 2/15/24 Received by: B Schneider

Annexation and Rezoning Fees Paid: $3,000.00

APPLICANT'S AFFIDAVIT- ANNEXATION

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared Craig ~~Braishier,~~ Brashier AICP who being by me first duly sworn on oath, deposes and says:

1. That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.
2. That the submittal requirements for the application have been completed and attached hereto as part of this application.
3. That the applicant desires Annexation with a PUD zoning classification to allow: Amendment of Existing PUD.
4. That the sign cards will be posted two weeks prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 15th day of February, 2024, by Craig Brashier, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Nicholle E Brockish
My Commission HH 397048
Expires 8/15/2027

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT
OWNER'S AFFIDAVIT- ANNEXATION

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared David M. Caudill, who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner of the property legally described on page one of this application.
2. That he desires approval for annexation with PUD zoning classification to allow Amendment of Existing PUD.
3. That he has appointed CHW, LLC to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

_____

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT
OWNER'S AFFIDAVIT- ANNEXATION

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared Christopher C. Caudill, who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner of the property legally described on page one of this application.
2. That he desires approval for annexation with PUD zoning classification to allow Amendment of Existing PUD.
3. That he has appointed CHW, LLC to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

_____

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT
OWNER'S AFFIDAVIT- ANNEXATION

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared Kara Wassman, who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner of the property legally described on page one of this application.
2. That he desires approval for annexation with PUD zoning classification to allow Amendment of Existing PUD.
3. That he has appointed CHW, LLC to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

_____

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Notary Public

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$0.70

Prepared by/Return to:
Charles D. Johnson, Esq.
1330 W. Citizens Blvd., Suite 404
Leesburg, FL 34748

QUIT-CLAIM DEED
WITH ENHANCED LIFE ESTATE

For and in consideration of love and affection or other valuable consideration, the receipt and adequacy being acknowledged by all parties, by the execution of this Quit Claim Deed this 13th day of September, 2023, **DAVID M. CAUDILL,** the unremarried widower of **LINDA C. CAUDILL,** presently of **403 Lake Ella Rd., Fruitland Park, FL 34731,** does hereby convey unto himself a **life estate** in the real property described below, with the remainder interest in said property to **CHRISTOPHER C. CAUDILL,** presently of **420 Lake Ella Rd., Fruitland Park, FL 34731,** and **KARA L. WASSMAN,** presently of **11592 NW 18th Place, Gainesville, FL 32606,** as joint tenants with right of survivorship and not as tenants in common, subject to the reservations contained herein, said piece(s) or parcel(s) of land, situate, lying and being in the County of **Lake,** State of Florida, to wit:

PARCEL I.D. NO.:
30-18-24-0003-000-01201
The West ½ of the SE ¼ of the SW ¼, less the West 330 feet thereof; and the West ½ of the South 264 feet of the NE ¼ of the SW ¼, less the West 330 feet thereof in Section 30, Township 18 South, Range 24 East in Lake County, FL, less right-of-way for public road.

and

30-18-24-0003-000-03500
The West 330 feet of the East ½ of the SE ¼ of the SW ¼; and the South 264 feet of the West 330 feet of the East ½ of the NE ¼ of the SW ¼ in Section 30, Township 18 South, Range 24 East, in Lake County, FL, less right-of-way for public road.

SUBJECT TO covenants, restrictions, reservations, conditions, rights of way, and easements of record, if any, which specifically are not hereby extended or reimposed.

DEED RESERVATIONS:

1. ***DAVID M. CAUDILL*** *RESERVES UNTO HIMSELF, FOR AND DURING HIS LIFETIME, THE EXCLUSIVE POSSESSION, USE, AND ENJOYMENT OF THE PROPERTY DESCRIBED HEREIN WITHOUT ANY LIABILITY FOR WASTE.*

2. ***DAVID M. CAUDILL*** *FURTHER RESERVES UNTO HILSELF THE RIGHT TO CONVEY, WHICH SHALL INCLUDE THE RIGHT TO SELL, GIFT, ALIENATE, OR OTHER AND TO RETAIN ALL PROCEEDS THEREFROM, IF ANY, BY SUBSEQUENT DEED/ASSIGNMENT THE PROPERTY DESCRIBED HEREIN, TO HIMSELF OR ANY THIRD PARTY WITHOUT JOINDER OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN.*** *SAID CONVEYANCE SHALL TERMINATE THE REMAINDER INTEREST OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN.***

3. ***DAVID M. CAUDILL*** *FURTHER RESERVES UNTO HIMSELF THE RIGHT TO MORTGAGE, PLEDGE, LEASE, LIEN, OR OTHERWISE ENCUMBER THE PROPERTY DESCRIBED HEREIN, IN WHOLE OR IN PART, WITHOUT JOINDER OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN,*** *THEREBY SUBORDINATING THE REMAINDER INTEREST OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN*** *TO SAID ENCUMBRANCE.*

4. *UPON THE DEATH OF* ***DAVID M. CAUDILL,*** *IF THE PROPERTY DESCRIBED HEREIN HAS NOT BEEN PREVIOUSLY DISPOSED OF PRIOR TO THE DEATH OF*

***DAVID M. CAUDILL**, ALL RIGHT AND TITLE TO THE PROPERTY REMAINING SHALL FULLY VEST IN **CHRISTOPHER C. CAUDILL** AND **KARA L. WASSMAN**, SUBJECT TO SUCH LIENS AND ENCUMBRANCES EXISTING AT THE TIME OF THE DEATH OF **DAVID M. CAUDILL**.*

THIS DEED WAS PREPARED at the request of the Grantor. The Grantor provided the legal description and at the request of the Grantors the title to the property was not determined or searched. Grantor affirms that Grantor is the only intended beneficiary of the preparer of the deed's services. The Grantor releases the preparer of the deed from all liability, including any third-party claims and further agrees to hold harmless and indemnify the preparer of the deed from all claims from all parties arising out of this deed.

Signed, sealed and delivered in our presence:

_____ (SEAL)
DAVID M. CAUDILL

Signature first witness
Charles D. Johnson
Printed name first witness

Signature second witness
Michelle H. Adkins
Printed name second witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 13 day of SEPT., 2023, by **DAVID M. CAUDILL,**

[ ] who is/are personally known to me; or
[ ] who has/have produced a Driver's License of the State of Florida; or
[ ] who has/have produced _____ as identification.

(SEAL)
Notary Public State of Florida
Charles D Johnson
My Commission GG 941810
Expires 04/19/2024

Notary Public Signature

Charles D. Johnson
Printed Name of Notary Public
My Commission Expires:

PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M LIFE ESTATE	**Alternate Key:**	1740045
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-01201
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	LAKE ELLA RD LADY LAKE FL, 32159	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	E 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4, E 1/2 OF W 1/2 OF S 264 FT OF NE 1/4 OF SW 1/4 ORB 4478 PG 2037 ORB 6214 PG 1515		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		12.000	Acre	$240,000.00	$240,000.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Vacant	$100.00
4478 / 2037	05/2014	Warranty Deed	Unqualified	Vacant	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Vacant	$1.00
1639 / 585	08/1998	Warranty Deed	Qualified	Vacant	$42,500.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are **subject to change until certified.**

Tax Authority	Market	Assessed	Taxable	Millage	Estimated

	Value	Value	Value		Taxes
LAKE COUNTY BCC GENERAL FUND	$240,000	$175,690	$175,690	5.0364	$884.85
SCHOOL BOARD STATE	$240,000	$240,000	$240,000	3.2080	$769.92
SCHOOL BOARD LOCAL	$240,000	$240,000	$240,000	2.9980	$719.52
LAKE COUNTY WATER AUTHORITY	$240,000	$175,690	$175,690	0.2940	$51.65
NORTH LAKE HOSPITAL DIST	$240,000	$175,690	$175,690	0.1500	$26.35
ST JOHNS RIVER FL WATER MGMT DIST	$240,000	$175,690	$175,690	0.1793	$31.50
LAKE COUNTY MSTU STORMWATER	$240,000	$175,690	$175,690	0.4957	$87.09
LAKE COUNTY MSTU AMBULANCE	$240,000	$175,690	$175,690	0.4629	$81.33
LAKE COUNTY VOTED DEBT SERVICE	$240,000	$175,690	$175,690	0.0918	$16.13
LAKE COUNTY MSTU FIRE	$240,000	$175,690	$175,690	0.5138	$90.27
				Total: 13.4299	**Total:** $2,758.61

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

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Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M	**Alternate Key:**	1771510
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-02600
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	LAKE ELLA RD FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	W 330 FT OF S 264 FT OF SE 1/4 OF NE 1/4 OF SW 1/4, W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- S 780.8 FT-- ORB 4478 PG 2035 ORB 6214 PG 1515		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		6.090	Acre	$158,340.00	$158,340.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	BARN (BRN5)	1300	SF	1999	$16,380.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Vacant	$100.00
4478 / 2035	05/2014	Warranty Deed	Unqualified	Vacant	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Vacant	$1.00
629 / 241	01/1977	Misc Deed/Document	Qualified	Vacant	$14,400.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$174,720	$139,880	$139,880	5.0364	$704.49
SCHOOL BOARD STATE	$174,720	$174,720	$174,720	3.2080	$560.50
SCHOOL BOARD LOCAL	$174,720	$174,720	$174,720	2.9980	$523.81
LAKE COUNTY WATER AUTHORITY	$174,720	$139,880	$139,880	0.2940	$41.12
NORTH LAKE HOSPITAL DIST	$174,720	$139,880	$139,880	0.1500	$20.98
ST JOHNS RIVER FL WATER MGMT DIST	$174,720	$139,880	$139,880	0.1793	$25.08
LAKE COUNTY MSTU STORMWATER	$174,720	$139,880	$139,880	0.4957	$69.34
LAKE COUNTY MSTU AMBULANCE	$174,720	$139,880	$139,880	0.4629	$64.75
LAKE COUNTY VOTED DEBT SERVICE	$174,720	$139,880	$139,880	0.0918	$12.84
LAKE COUNTY MSTU FIRE	$174,720	$139,880	$139,880	0.5138	$71.87
				Total: 13.4299	**Total:** $2,094.78

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to $5,000)	Learn More	View the Law
Blind Exemption (up to $500)	Learn More	View the Law
Disability Exemption (up to $5,000)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption ($5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M	**Alternate Key:**	3284640
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-03500
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	403 LAKE ELLA RD FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	S 780.8 FT OF W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4--LESS S 33 FT FOR RD R/W-- ORB 1757 PG 1205 ORB 4478 PG 2035 ORB 6214 PG 1515		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		5.670	Acre	$191,363.00	$191,363.00

Click here for Zoning Info Map

FEMA Flood

Residential Building(s)

Building 1

Residential — Building Value: $257,108.00

Summary

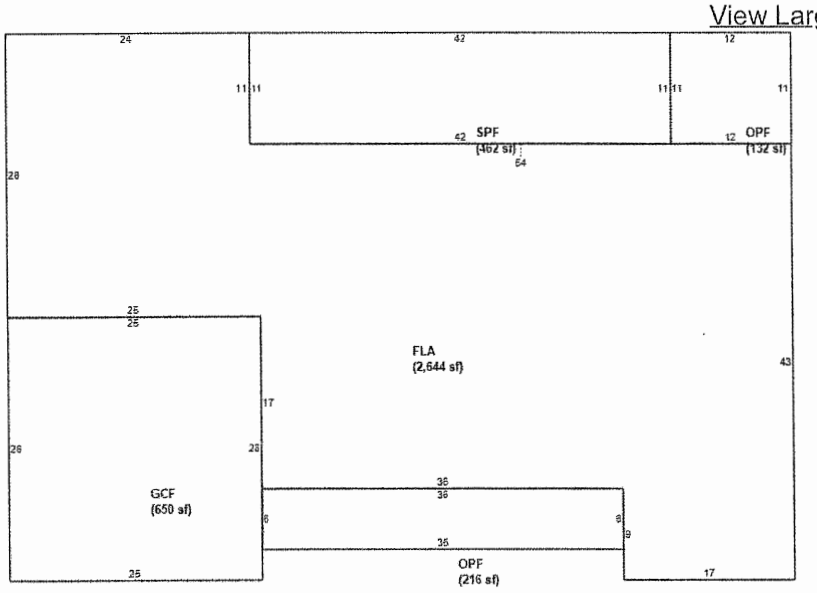
Year Built: 1991	Total Living Area: 2644	Central A/C: Yes	Fireplaces: 1
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	2644
GARAGE FINISHED STONE (GCF)		1.00	650
OPEN PORCH FINISHED (OPF)		1.00	348
SCREEN PORCH FINISHED (SPF)		1.00	462

View Larger / Print / Save



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	CARPORT/POLE SHED UNFINISHED (UCP1)	1296	SF	1991	$1,555.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Improved	$100.00
4478 / 2035	05/2014	Warranty Deed	Unqualified	Improved	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Improved	$0.00
1073 / 1301	08/1990	Warranty Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$450,026	$224,730	$174,730	5.0364	$880.01
SCHOOL BOARD STATE	$450,026	$224,730	$199,730	3.2080	$640.73

SCHOOL BOARD LOCAL	$450,026	$224,730	$199,730	2.9980	$598.79
LAKE COUNTY WATER AUTHORITY	$450,026	$224,730	$174,730	0.2940	$51.37
NORTH LAKE HOSPITAL DIST	$450,026	$224,730	$174,730	0.1500	$26.21
ST JOHNS RIVER FL WATER MGMT DIST	$450,026	$224,730	$174,730	0.1793	$31.33
LAKE COUNTY MSTU STORMWATER	$450,026	$224,730	$174,730	0.4957	$86.61
LAKE COUNTY MSTU AMBULANCE	$450,026	$224,730	$174,730	0.4629	$80.88
LAKE COUNTY VOTED DEBT SERVICE	$450,026	$224,730	$174,730	0.0918	$16.04
LAKE COUNTY MSTU FIRE	$450,026	$224,730	$174,730	0.5138	$89.78
				Total: 13.4299	**Total:** $2,501.75

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓	Homestead Exemption (first exemption up to $25,000)	*Learn More* *View the Law*
✓	Additional Homestead Exemption (up to an additional $25,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More* *View the Law*
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More* *View the Law*
	Widow / Widower Exemption (up to $5,000)	*Learn More* *View the Law*
	Blind Exemption (up to $500)	*Learn More* *View the Law*
	Disability Exemption (up to $5,000)	*Learn More* *View the Law*
	Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Disability Exemption ($5,000)	*Learn More* *View the Law*
	Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Combat Related Disability Exemption (amount varies)	*Learn More* *View the Law*
	Deployed Servicemember Exemption (amount varies)	*Learn More* *View the Law*
	First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Surviving Spouse of First Responder Exemption (amount varies)	*Learn More* *View the Law*
	Conservation Exemption (amount varies)	*Learn More* *View the Law*
	Tangible Personal Property Exemption (up to $25,000)	*Learn More* *View the Law*
	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	*Learn More* *View the Law*
	Economic Development Exemption	*Learn More* *View the Law*
	Government Exemption (amount varies)	*Learn More* *View the Law*

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Property data updated nightly.

LEGAL DESCRIPTION

CHW
Professional Consultants

DATE: January 17, 2024
CLIENT: Kolter Land Partners, LLC
PROJECT NO: 22-0098
DESCRIPTION FOR: Caudill Parcel

PARCEL 1:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; LESS THE WEST 330 FEET THEREOF; AND THE WEST 1/2 OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 330 FEET THEREOF IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

AND

PARCEL 2:

THE WEST 330 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTH 264 FEET OF THE WEST 330 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART THEREOF

AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
1283931	VALDEZ ANITA F TRUSTEE	300 LAKE ELLA RD	FRUITLAND PARK	FL	34731-1909
2697105	CALVARY CHAPEL INC	PO BOX 280	LADY LAKE	FL	32158-0280
1283426	CURRY JANET M LIFE ESTATE	37041 COUNTRY CHARM DR	FRUITLAND PARK	FL	34731
1283434	HOWARD CHRISTOPHER M & JUNE C	37235 COUNTRY CHARM DR	FRUITLAND PARK	FL	34731-5101
1283582	O'DELL JOSEPH H	PO BOX 398	WILDWOOD	FL	34785-0398
1771510	CAUDILL DAVID M	403 LAKE ELLA RD	FRUITLAND PARK	FL	34731
2917041	BRADY JANE E	243 LAKE ELLA RD	FRUITLAND PARK	FL	34731
3801541	MANNING KAMEN Z &	303 S OAKLAND AVE	MINNEOLA	FL	34715

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159
(352) 751-1500 FAX (352) 751-1510 www.ladylake.org

February 26, 2024

RE: **Notification Letter**
Annexation Ordinance 2024-03, Small Scale Comprehensive Plan Amendment Ordinance 2024-04, and Rezoning Ordinance 2024-05

Dear Property Owner:

This is to notify you that applications have been filed with the Town of Lady Lake, by Craig Brashier of CHW, Inc, on behalf of David M Caudill Life Estate, to annex, rezone, and amend the future land use designation of three properties located on the north side of Lake Ella Road approximately 350 linear feet west of Micro Racetrack Road. The annexation and small-scale comprehensive plan amendment applications involve 24.02 acres of property from unincorporated Lake County into the Town of Lady Lake. The proposed small-scale comprehensive plan amendment is to change the future land use designation from Lake County Rural Density to Lady Lake Single Family Medium Density (SF-MD) and rezone from Lake County Agricultural (A) to Lady Lake Planned Unit Development (PUD).

The applicant is also seeking to amend the existing Planned Unit Development (PUD) boundary to include the aforementioned 24.02 acres of property, bringing the total acreage with the PUD boundary to 296.26 acres.

Public hearing dates on the petitions are now scheduled for the following dates:

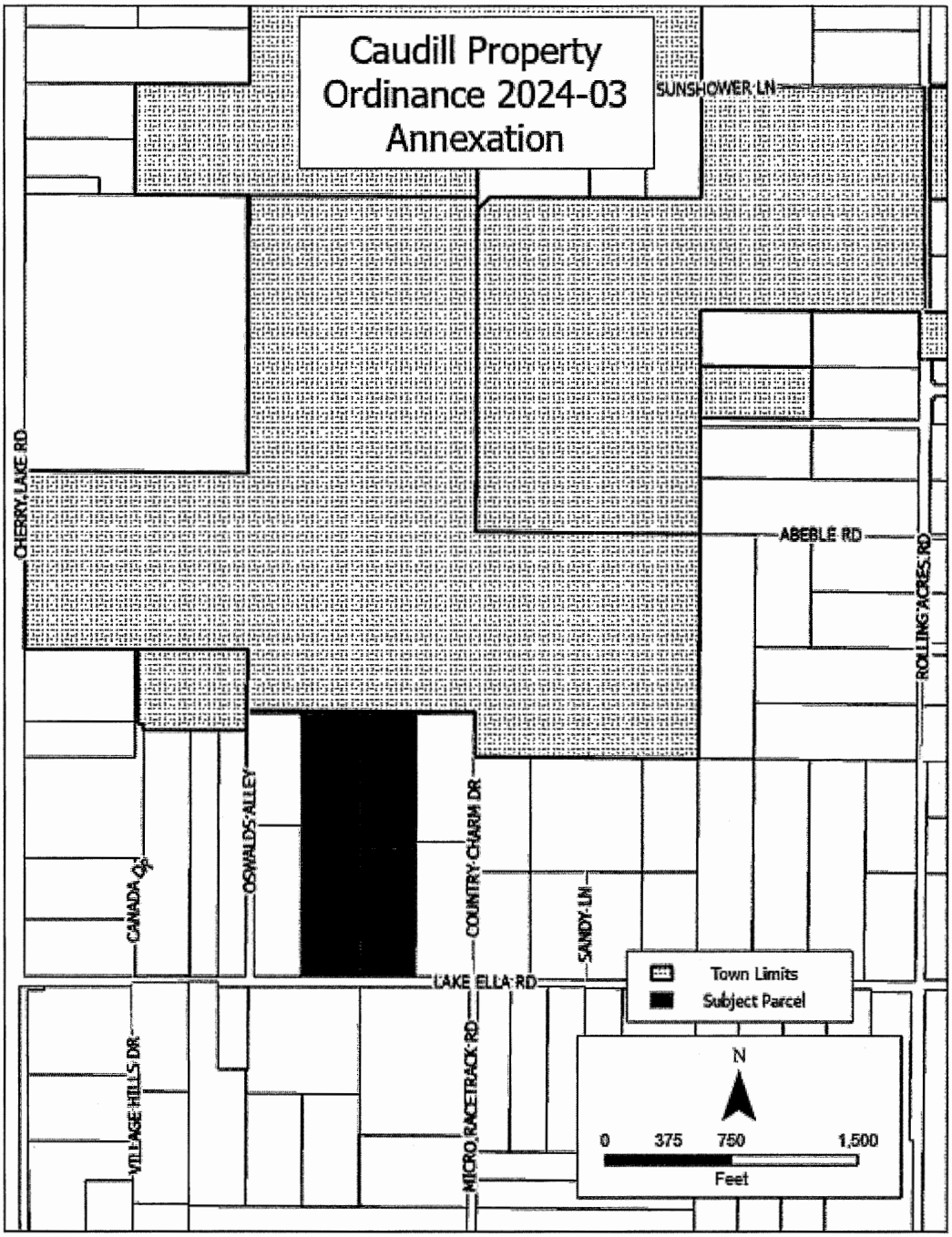
PLANNING AND ZONING BOARD -	Monday, March 11, 2024 at 5:30 p.m.
LOCAL PLANNING AGENCY –	Monday, April 1, 2024 at 5:30 p.m.
TOWN COMMISSION MEETING -	Monday, April 1, 2024 at 6:00 p.m.
TOWN COMMISSION MEETING-	Monday, April 15, 2024 at 6:00 p.m.

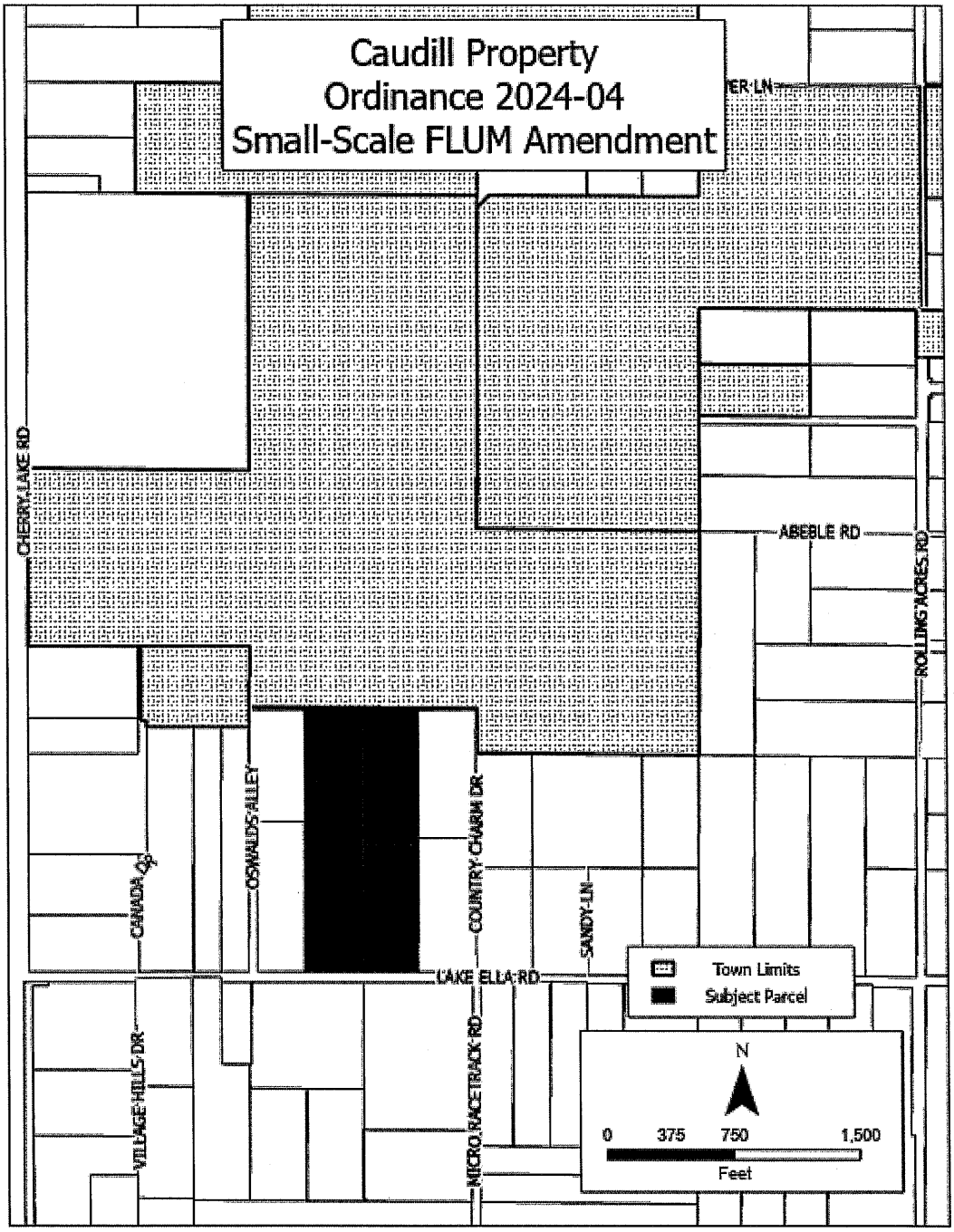
You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1511 or via email at planning@ladylake.org.

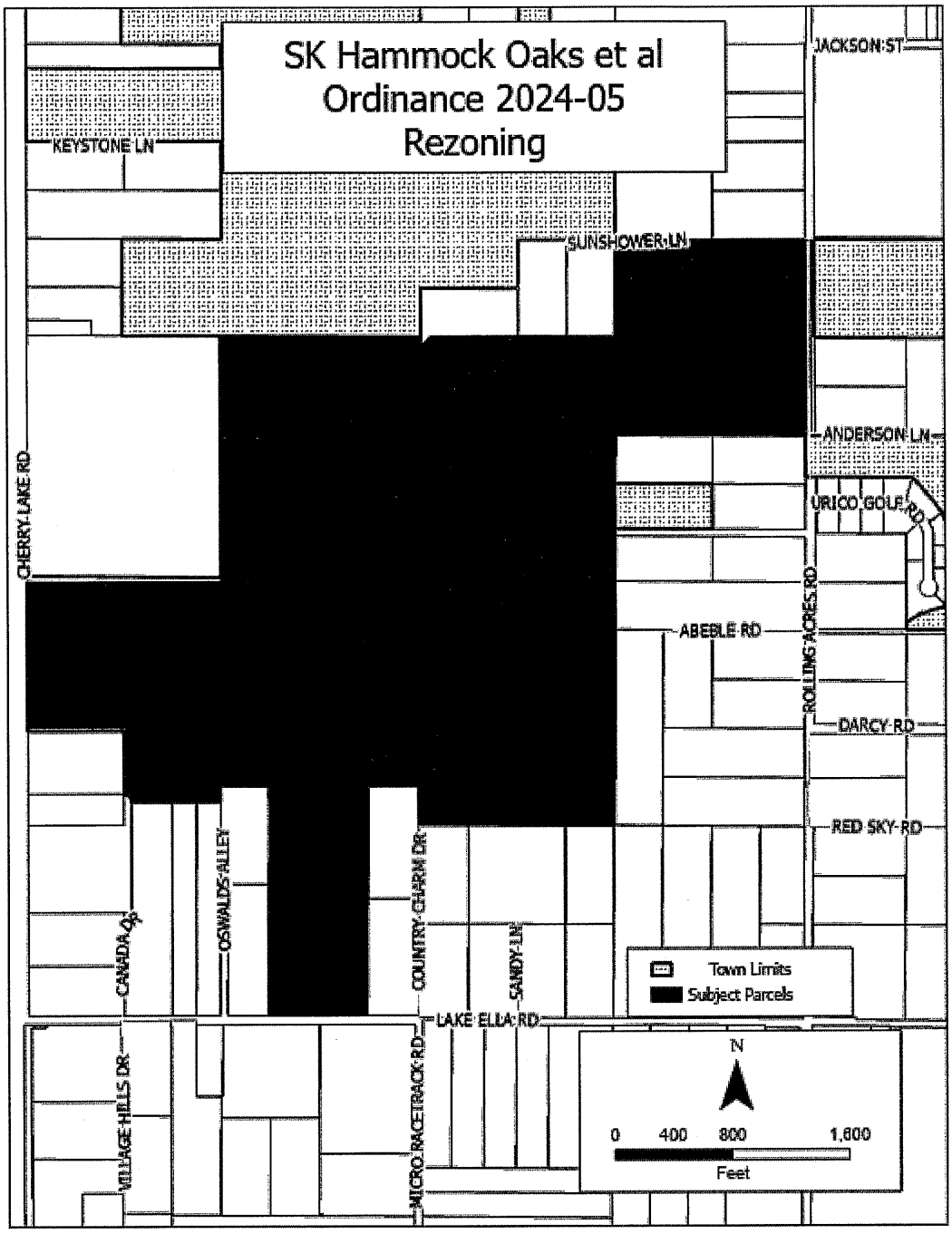
Sincerely,

Rebecca Schneider
Senior Town Planner

LOCATION MAPS




Caudill Property
Ordinance 2024-04
Small-Scale FLUM Amendment
CHERRY LAKE RD
ABEBLE RD
ROLLING ACRES RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcel
N
0
375
750
1,500
Feet


SK Hammock Oaks et al
Ordinance 2024-05
Rezoning
KEYSTONE LN
JACKSON ST
SUNSHOWER LN
ANDERSON LN
URICO GOLF RD
CHERRY LAKE RD
ROLLING ACRES RD
ABEBLE RD
DARCY RD
RED SKY RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcels
N
0 400 800 1,600
Feet

BOUNDARY & TOPOGRAPHIC SURVEY

LOCATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL 1: (PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 110116556, DATED NOVEMBER 14, 2023 AT 8:00 AM)

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; LESS THE WEST 330 FEET THEREOF; AND THE WEST 1/2 OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 330 FEET THEREOF IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

AND

PARCEL 2:

THE WEST 330 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTH 264 FEET OF THE WEST 330 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA AND REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, AS BEING SOUTH 89°47'00" EAST.
2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 110116556, DATED SEPTEMBER 15, 2023 AT 8:00 AM. A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN DONE BY THE SURVEYOR.
5. INFORMATION FROM FEDERAL EMERGENCY MANAGEMENT AGENCY, (F.E.M.A.) FLOOD INSURANCE RATE MAP(S), SHOWN ON THIS MAP WAS CURRENT AS OF THE REFERENCED DATE. MAP REVISIONS AND AMENDMENTS ARE PERIODICALLY MADE BY LETTER AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.
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7. IN THE OPINION OF THIS SURVEYOR, THE PERIMETER LINES AS SHOWN HEREON REPRESENT THE LOCATION OF THE BOUNDARY LINES OF THE SUBJECT PARCEL IN RELATION TO THE DESCRIPTION OF RECORD AND THOSE EXISTING LAND CORNERS FOUND TO BE ACCEPTABLE BY THIS SURVEYOR.
8. VERTICAL INFORMATION SHOWN HEREON IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). ELEVATIONS SHOWN HEREON WERE DERIVED FROM LAKE COUNTY BENCHMARK IDENTIFICATION "LK 104" WITH A PUBLISHED ELEVATION OF 122.52' (NAVD 88)
9. ADDITIONAL POINTS MAY BE FOUND BY TURNING ON THE SV-NODE* LAYERS IN THE SUPPLIED DIGITAL FILE.
10. THIS SURVEY CONSISTS OF TWO (2) SHEETS AND IS NOT COMPLETE WITHOUT BOTH SHEETS. SEE SHEET ONE (1) FOR DESCRIPTION, FLOOD ZONE INFORMATION, OVERALL BOUNDARY AND LIMITED TOPOGRAPHIC INFORMATION. SEE SHEET TWO (2) FOR ADDITIONAL TOPOGRAPHIC INFORMATION.
11. THE SUBJECT PARCEL HAS DIRECT ACCESS TO LAKE ELLA ROAD, A COUNTY MAINTAINED PUBLIC RIGHT OF WAY.

BII EXCEPTIONS: (PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 110116556, DATED NOVEMBER 14, 2023 AT 8:00 AM)

9. RIGHT OF WAY DEED RECORDED IN BOOK 1080, PAGE 2086. - DOES NOT AFFECT SUBJECT PROPERTY DIRECTLY, EXCEPTION PROVIDES ACCESS TO THE PROPERTY, PLOTTED HEREON.

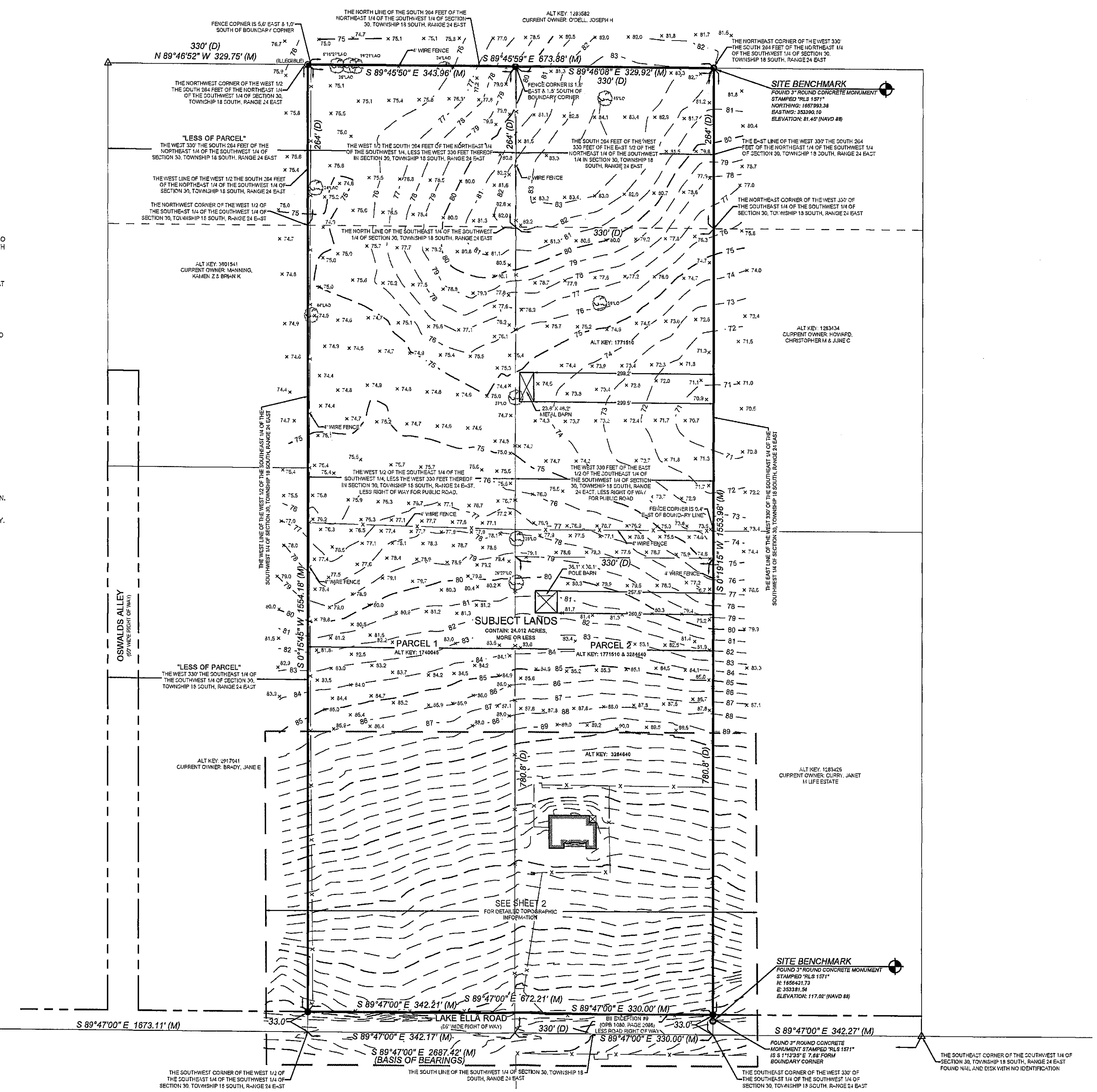
10. RESERVATION OF EASEMENT FOR STATE ROAD RIGHT OF WAY CONTAINED IN TIIF DEED RECORDED IN DEED BOOK 203, PAGE 455. - AFFECTS SUBJECT PROPERTY, NOTHING TO PLOT AS SUBJECT PARCEL DOES NOT LIE WITHIN 100 FEET OF CENTERLINE OF A STATE ROAD AS OF JANUARY 7, 1943.

11. RIGHT OF WAY EASEMENT RECORDED IN BOOK 311, PAGE 525. - AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND ENCOMPASSES THE ENTIRETY OF SUBJECT PROPERTY.

12. ORDINANCE 2023-09 RECORDED IN BOOK 6175, PAGE 5. - AFFECTS SUBJECT PROPERTY, NOTHING TO PLOT

THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST FOUND RAILROAD SPIKE WITH NO IDENTIFICATION

S 89°47'00" E 1673.11' (M)



REVISIONS:

11/06/2023 - ADDED TITLE COMMITMENT INFORMATION AND BII EXCEPTIONS TO DRAWING

12/19/2023 - REVISED TITLE COMMITMENT INFORMATION AND BII EXCEPTIONS; ADDED SURVEYOR'S NOTE PERTAINING TO ACCESS.

N

GRAPHIC SCALE

0 50 100 200

LEGEND:

- = BENCHMARK
- = FOUND 3" ROUND CONCRETE MONUMENT STAMPED "RLS 1571"
- = FOUND 5/8" STEEL REBAR & CAP (MARKED AS NOTED)
- = FOUND NAIL AND DISK NO IDENTIFICATION
- = RAILROAD SPIKE WITH NO IDENTIFICATION
- = SET 5/8" STEEL REBAR AND CAP MARKED "CHW INC LB 5075"
- = WOODEN POWER POLE
- = GUY ANCHOR
- = ELECTRIC METER
- = AIR CONDITIONER
- = ELECTRIC GATE OPENER
- = TELEPHONE PEDESTAL
- = MAILBOX
- = TREE (SIZE AND TYPE AS NOTED)
- = SIGN
- OHW = OVERHEAD WIRE
- X = FENCE (SIZE AND TYPE AS NOTED)
- 113 = CONTOUR LINE
- = ASPHALT SURFACE
- = CONCRETE SURFACE

(D) = DATA BASED ON DEED OF RECORD
(M) = DATA BASED ON FIELD MEASUREMENTS
R/W = RIGHT OF WAY
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
NAVD = NORTH AMERICAN VERTICAL DATUM
F.I.R.M. = FLOOD INSURANCE RATE MAP
X 113.5 = SPOT ELEVATION (PERVIOUS SURFACE)
X 113.75 = SPOT ELEVATION (IMPERVIOUS SURFACE)
LO = LIVE OAK TREE
LAO = LAUREL OAK TREE
MAG = MAGNOLIA TREE
PI = PINE TREE
HOL = HOLLY TREE

FLOOD ZONE:

THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 12069C0165E, EFFECTIVE DATE: DECEMBER 18, 2012.

11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 FLORIDA CA-5075

CHW Professional Consultants

SCALE: 1" = 100'

VERIFY SCALE: BAR IS ONE INCH ON ORIGINAL DRAWING 0 — 1". IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CERTIFIED TO:
KOLTER GROUP ACQUISITIONS LLC, A FLORIDA LIMITED LIABILITY COMPANY
DAVID M. CAUDILL, A SINGLE MAN
FIRST AMERICAN TITLE INSURANCE COMPANY
SHUFFIELD, LOWMAN & WILSON, P.A.

SURVEY DATE: 09/22/2023	REVISION DATE: 12/19/2023	PROJECT NUMBER: 22-0098.08	
TECHNICIAN: KWM	CREW CHIEF: JM	CHECKED BY: CNR	FIELD BOOK & PAGE: 672 / 66

CLINTON N. RICKNER
Professional Surveyor & Mapper Fla. License No. 7409

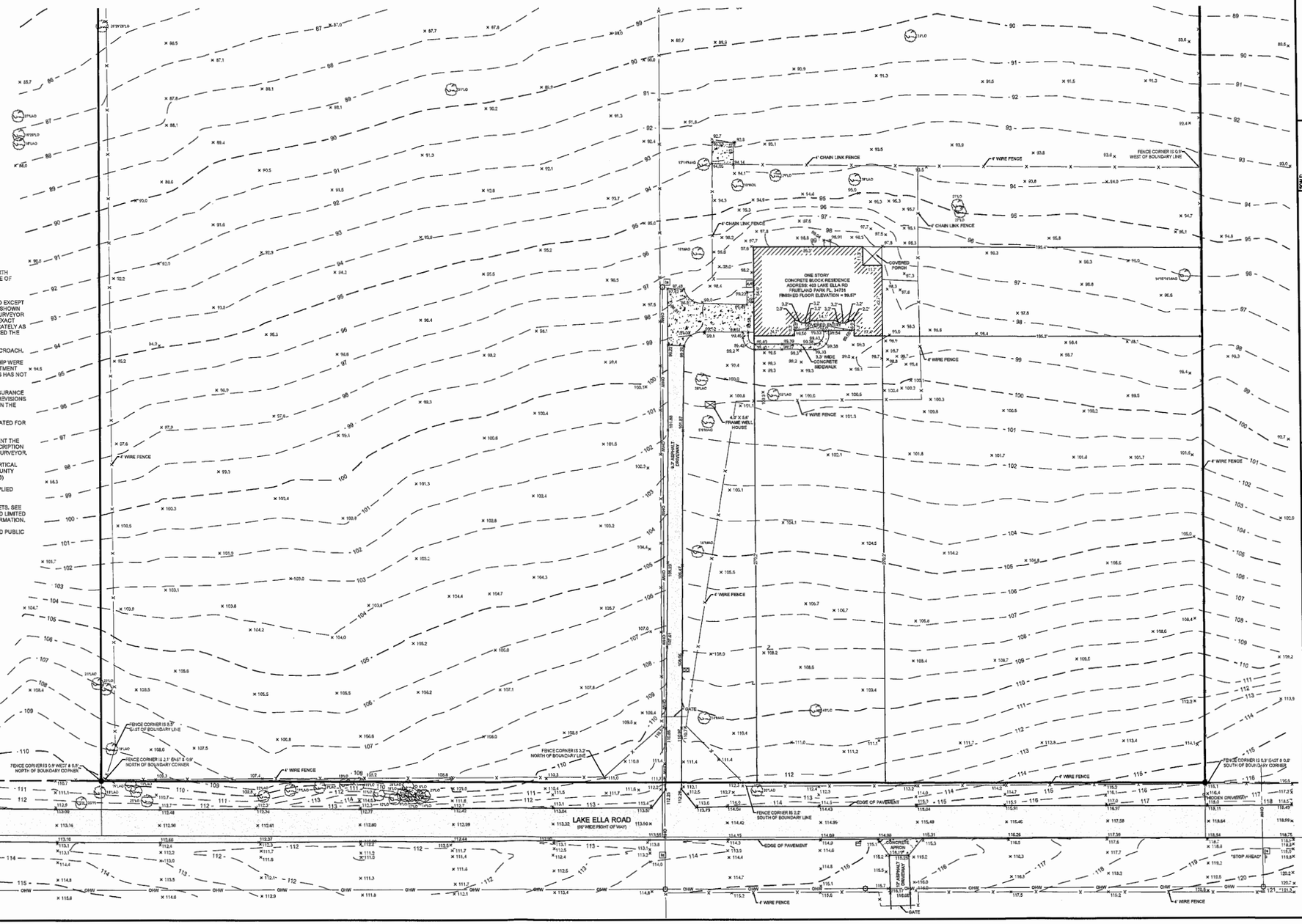
This map prepared by:
Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.: 1 OF 2

Tech: clnlr Plot Date: Dec 19,2023 3:35pm Filename: N:\2022\22-0098\Departments\01_Survey\DWG\22-0098.08 BOUNDARY & TOPO.dwg

BOUNDARY & TOPOGRAPHIC SURVEY

LOCATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA



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TBOI Research Drive
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est. 1988 FLORIDA CA-5075
Professional Consultants

SCALE: 1" = 30'

VERIFY SCALE BAR ON EACH PLOT. IF NOT CORRECT, ADJUST PLOTTER SETTINGS ACCORDINGLY.

CERTIFIED TO:

KOLTER LAND PARTNERS, LLC

SURVEY DATE:	08/22/2023
REVISION DATE:	12/19/2023
PROJECT NUMBER:	22-0098.08
FIELD BOOK & PAGE:	FB 22 / 66
TECHNICIAN:	WWM
CREW CHIEF:	JM
CHECKED BY:	CNR

CLINTON N. RICKNER
Professional Surveyor & Mapper Fla. License No. 7409

SEE SHEET ONE OF TWO

This map prepared by:

Certificate of Authorization No. LB. 5075
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.: 2 OF 2

Tech: dster Plot Date: Dec 19,2023 3:06pm Filename: M:\2022\22-0098.08\Department\01_Survey\DWG\22-0098.08 BOUNDARY & TOPO.dwg


ANNEXATION
REZONING


ANNEXATION
REZONING

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Ordinance 2024-04 - First Reading - Small Scale Future Land Use Comprehensive Plan Amendment - Caudill - Change the future land use designation from Lake County Rural Density to Lady Lake Single Family Medium Density for property being 24.02 acres, owned by David M. Caudill and David M. Caudill Life Estate, located on the north side of Lake Ella Road, approximately 350 linear feet west of Micro Racetrack Road, within Lake County Florida. (Thad Carroll)

AGENDA ITEM ID

2024047

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommend approval of Ordinance 2024-04.

FLU AMENDMENT PLANNING ANALYSIS

Applicant	**Craig Brashier of CHW, LLC on behalf of**
Property Owner(s)	**David M. Caudill and David M. Caudill Life Estate**
Parcel Numbers	**30-18-24-0003-000-003500**
	30-18-24-0003-000-002600
	30-18-24-0003-000-001201

On Thursday, February 15, 2024 an application was filed with the Town of Lady Lake by Craig Brashier with CHW, LLC., on behalf of property owner David M. Caudill and David M. Caudill Life Estate to amend the Future Land Use designation of 24.02 acres which presently has a designation in accordance with the Lake County Comprehensive Plan. The request is to change the property from Lake County Rural Density to Lady Lake Single Family Medium Density. The subject parcel consists of three lots located on the north side of Lake Ella Road, approximately 350 linear feet west of Micro Racetrack Road, identified by Alternate Key Numbers 1740045, 1771510, and 3284640.
The subject property is located in Section 30, Township 18 South, Range 24 East, in Lake County, Florida.

The appropriate legal description, a location map, and a sketch of the properties were included with the submitted application.
FUTURE LAND USE
EXISTING FLU. The existing Future Land Use designation is Lake County Rural Density, which allows a maximum density of one dwelling unit per five acres.
PROPOSED FLU. The proposed Future Land Use designation is Lady Lake Single Family Medium Density (SF-MD). Development in the Single Family - Medium Density Residential category shall be limited to detached single-family dwelling units. Densities cannot exceed 6 units/acre. Multi-family, industrial or commercial uses will not be permitted. However, a mixed-use PUD shall be allowed as outlined in Policy FLU 1-10.2. Public facilities shall be allowed as outlined in Policy FLU 1-2.3 and OBJECTIVE FLU 1-8.

ADJACENT PROPERTY CHARACTERISTICS

	Future Land Use Designations of Adjacent Properties
North	Lady Lake Single Family Medium Density (SF-MD)
East	Lake County Rural Density
South	Lake County Rural Density
West	Lake County Rural Density

ENVIRONMENTAL

The subject parcels are composed of a single-family residence, barn, and open pastureland. An Environmental Ecological Site Assessment was prepared for the adjacent properties on October 18, 2023, after a preliminary field and wildlife survey was conducted on September 12, 2023, for the occurrence of protected flora and fauna. Pedestrian transects were established throughout the site to assess the occurrence, or potential for species of special concern, threatened or endangered species by state and federal agency guidelines. No threatened species were found within the site. The closest bald eagle nest is located approximately 1.8 miles southeast of the property. The report also noted that the surveyed property did not contain habitats conducive to Florida scrub jays or sand skinks.
According to the Soil Survey for Lake County, Florida, the site includes mostly Candler Sand, 0 to 5 percent slopes (#8), Candler Sand, 5 to 12 percent slopes (#9), Apopka Sand, 5 to 12 percent slopes (#6), and Kendrick Sand, 5 to 8 percent slopes (#25). The mapped soil types are consistent with upland pastureland communities.

ADJACENT PROPERTIES

The property abutting the northern boundary is currently vacant and has been zoned for a Planned Unit Development of 950 units. To the east and west, the abutting properties are 5-6-acre parcels with single-family homes zoned Lake County Agriculture. To the south, the abutting properties are 9.5 and 13-acre parcels with single-family homes zoned Lake County Agriculture.

IMPACT ON TOWN SERVICES

Potable Water: The projected demand on the Water System for this project is approximately 36,000 GPD based on the proposed maximum dwelling units. Based upon the proposed uses, there is adequate capacity at the present time. Consumptive Use Permit No. 50049 issued by St. Johns to the Town provides allocation of 1.188 million GPD. Last year’s average consumption per day was 864,343 gallons per day. There is approximately 323,657 gallons of available capacity under current CUP.
Sewer: Based upon the proposed uses, there is adequate capacity at the present time. Town’s Central Sewer Wastewater Treatment Plant Facility System allocation is 1.0 million GPD. The Town is in the process of expanding the Wastewater Treatment Plant allowing for ample capacity for this project. The projected demand on the Wastewater System for this project is 36,000 GPD.
Schools: In accordance with the Lake County School Board student generation calculation, the maximum

development potential of the subject properties would result in 22 new elementary students, 10 new middle school students, and 15 new high school students.
Transportation: The additional 82 proposed dwelling units are expected to generate 72 PM Peak Hour Trips and 51 AM Peak Hour Trips. The proposed entire development at project buildout is projected to generate 8,132 new daily trips; of which 589 trips occur during the AM peak hour, and 810 trips occur during the PM peak hour.
Parks And Recreation: As part of the residential development, additional activity-based recreational areas will be provided internally by the development. The Parks and Recreation Level of Service will not be affected by the approval of this land use change.
Stormwater: Project will be required to adhere to St. Johns River Water Management District (SJRWMD) guidelines, drainage, and engineering best management practices.
Flood: The subject property does not contain any Special Flood Hazard Areas nor wetlands as per FEMA FIRM Map 12060C0170E effective December 18, 2012.
Staff mailed notices to inform the surrounding eight property owners within 150 feet of the property proposed by the Small-Scale Future Land Use Comprehensive Plan Amendment request on Monday, February 26, 2024. The property was posted on Tuesday, February 27, 2024.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

Not applicable.

PAST ACTIONS

The Technical Review Committee found that Ordinance 2024-04 was ready for consideration of a recommendation by the Planning and Zoning Board.
At the March 11, 2024 meeting, the Planning and Zoning Board voted 4-0 to forward Ordinance 2024-04 to the Town Commission with the recommendation of approval.

PUBLIC HEARINGS

The second and final reading of Ordinance 2024-04 is scheduled for Monday, April 15, 2024, at 6 p.m

Backup material for this agenda item includes:

1. Ordinance 2024-04 SSFLUM Caudill
2. SSFLUM Caudill Supporting

DRAFT ORDINANCE 2024-04
TOWN OF LADY LAKE, FLORIDA

AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN THE TOWN OF LADY LAKE, FLORIDA; AMENDING THE TOWN OF LADY LAKE ORDINANCE 81-1-(83), WHICH ESTABLISHED THE TOWN OF LADY LAKE COMPREHENSIVE PLAN; PROVIDING FOR A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Be it ordained by the Town of Lady Lake, Town Commission:

SECTION 1: Legislative Finding, Purpose, and Intent.

A. .On February 2, 1981, the Town Commission of the Town of Lady Lake adopted a Comprehensive Plan pursuant to Florida Statue 163.3184, known as the "Local Government Comprehensive Planning Act" ("Act"), which sets forth the procedures and requirements for a local government in the State of Florida to adopt a Comprehensive Plan and amendments (to a Comprehensive Plan).

B. .The Town Commission adopted the Lady Lake Comprehensive Plan by Ordinance 81-1-(83), and amended said Ordinance by Ordinance 91-21, approved December 2, 1991, and Ordinance 94-16, approved on October 12, 1994.

C. .The Town's Local Planning Agency reviewed a proposed amendment to the Future Land Use Map Series of the Town of Lady Lake Comprehensive Plan on April 1, 2024 and recommended to the Town Commission that said amendment be adopted by the Town Commission.

D. .The Town Commission has held public hearings on the proposed amendment to the Future Land Use Map Series of the Comprehensive Plan and received comments from the general public and the Local Planning Agency.

E. .The Town of Lady Lake has complied with the requirements of the Act for amending the Comprehensive Plan.

SECTION 2: Authority.

This ordinance is adopted in compliance with and pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 — 163.3243, Florida Statutes, as amended.

SECTION 3: Small Scale Amendment to the Future Land Use Element Map Series.

The Comprehensive Plan, as amended, is hereby further amended by amending the Future Land Use Element Map Series with the small-scale amendment as indicated below:

Applicant or Owner: Caudill David M Life Estate and David M Caudill

General Location: 403 Lake Ella Road— property located on Lake Ella Road approximately 350 linear feet west of Micro Racetrack Road

Acres: 24.02 Acres

Future Land Use: Change from Lake County Rural to Town of Lady Lake Single-Family Medium Density (SF-MD)

Graphic representation of this Small-Scale Future Land Use Element Map Amendment is shown in the attached "Exhibit A".

SECTION 4: Severability.

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5: Effective Date.

This ordinance shall become effective as provided in Chapter 163, Florida Statutes.

PASSED AND ORDAINED by the Town Commission of the Town of Lady Lake, Florida, this 15th day of April 2024.

Town of Lady Lake, Florida

_____

Ed Freeman, Mayor

Attest:

_____

Nancy Wilson, Town Clerk

Approved as to form:

_____

Derek Schroth, Town Attorney

EXHIBIT A — Legal Description and Map

Parcel One

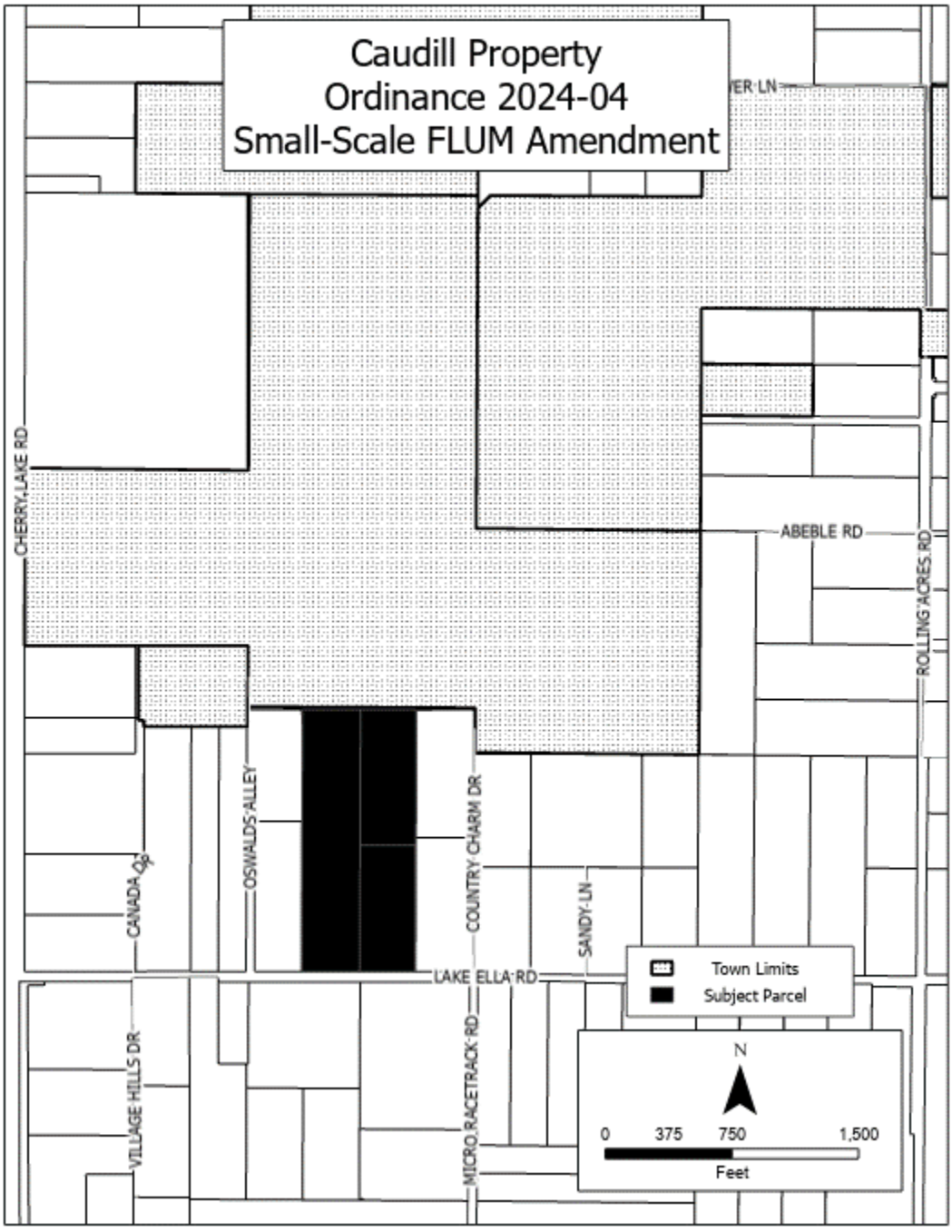
Parcel ID#: 30-18-24-0003-000-01201; E 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4, E 1/2 OF W 1/2 OF S 264 FT OF NE 1/4 OF SW 1/4 ORB 4478 PG 2037 ORB 6214 PG 1515

Parcel Two

Parcel ID#: 30-18-24-0003-000-02600; W 330 FT OF S 264 FT OF SE 1/4 OF NE 1/4 OF SW 1/4, W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- S 780.8 FT-- ORB 4478 PG 2035 ORB 6214 PG 1515

Parcel Three

Parcel ID#: 30-18-24-0003-000-03500; S 780.8 FT OF W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- LESS S 33 FT FOR RD R/W-- ORB 1757 PG 1205 ORB 4478 PG 2035 ORB 6214 PG 1515


Caudill Property
Ordinance 2024-04
Small-Scale FLUM Amendment
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N
0 375 750 1,500
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1

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT

SMALL SCALE DEVELOPMENT AMENDMENTS TO THE 2030 COMPREHENSIVE PLAN APPLICATION

The proposed amendment must involve a property of more than ten acres.

Owner's Information

Owner's Name: David Caudill, Christopher Caudill, Kara Wassman

Mailing Address: 403 Lake Ella Road, Fruitland Park, FL 34731

Telephone Number: Contact Agent Email Address: Contact Agent

Applicant's Information

Applicant's Name: Craig Brashier, AICP

Mailing Address: 11801 Research Drive, Alachua, FL 32615

Telephone Number: (352) 331-1976 Email Address: craigb@chw-inc.com

Applicant is: ____Owner _X_Agent ____Purchaser ____Lessee ____Other

Property Information

Property Address/Location: 403 LAKE ELLA RD, FRUITLAND PARK FL, 34731

Alternate Key: 1740045, 1771510, 3284640

Legal Description:
See attached

Existing Use of Subject Property:
Single-family Residence, Agriculture, Pasture

Proposed Use of Property:
Residential Subdivision

Existing Future Land Use of Property: Lake County - Rural

Requested Future Land Use of Property: Town of Lady Lake - Single-Family Medium Density

Existing Zoning of Property: Lake County- Agriculture (A)

Requested Zoning of Property: Town of Lady Lake - Planned Unit Development (PUD)

IF THE ANTICIPATED OR REQUIRED ZONING IS PLANNED DEVELOPMENT, A PRELIMINARY LAND USE PLAN MAY BE REQUIRED PRIOR TO THE LADY LAKE COMMISSION PUBLIC HEARING.

Total Gross Area of the Property:

± 24.01 Acres

Developable Area to be Amended: ± 24.01 Acres

If Conservation Area (wetlands) or natural water bodies exist on site, give estimated acreage of each: N/A

If multiple designations are requested for the subject property, indicate the acreage of each designation and include a map showing the location of each use:

N/A

Is this a Certified Lady Lake Affordable Housing Project? ___Yes (attach certification) X No

Has an application for rezoning or other development permit been submitted to the Town?

X Yes _____No If yes, indicate the type and date was submitted?

PD Rezoning concurrently with this application

Has the project/property been subject to any Town action, including a comprehensive plan amendment, within the last five years?

X Yes _____No If yes, indicate the type and date submitted? Annexation concurrently with this application & PUD Rezoning.

Attach a list of owners' names and mailing addresses for all properties lying within a 150-foot radius surrounding the subject property legally described in this application. This application must be accompanied by proof of ownership and authorization form the owner if represent by an agent or contract purchaser.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

Please submit the application, accompanied by the appropriate review fees and eight copies of all applicable information documentation as required by the lady lake land development regulations, adopted August 15, 1994 to the growth management department. Additional copies of application and plans will be required prior to consideration at the planning and zoning board and town commission meetings.:

Office Use:

Date Application Received: 2/15/24 Received by: B Schneider

Fees Paid: $3,000.00

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT

APPLICATION FOR SMALL SCALE DEVELOPMENT COMPREHENSIVE PLAN AMENDMENTS

APPLICANT'S AFFIDAVIT

I, the undersigned, have read the application for an amendment to the Town of Lady Lake Comprehensive Plan and hereby attest that the above referenced information, including attached exhibits, is true and correct to the best of my knowledge and, during the pendency of this application, I understand my continuing obligation to notify the Growth Management Director or his designee in writing of the inaccuracy of any statement or representation which was incorrect when made or which becomes incorrect by ~~virtue of~~ changed circumstances.

Signature of the Applicant, Property owner or Agent

Craig Brashier, AICP

Printed Name

STATE OF Florida

COUNTY OF Alachua

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of February, 2024, by Craig Brashier, as an individual/officer/~~agent~~, on behalf of himself/herself CHW Professional Consultants, a ~~corporation~~/partnership. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of February, 2024.

(SEAL)

Notary Public

Nicholle Brockish

Printed Name

Notary Public State of Florida
Nicholle E Brockish
My Commission HH 397048
Expires 8/15/2027

APPLICATION FOR THE ~~LARGE~~ SMALL SCALE DEVELOPMENT AMENDMENTS TO THE COMPREHENSIVE PLAN

AGENT AUTHORIZATION FORM

I, (please print property owner's name)
David Caudill, as the property owner of the property described below, hereby give my permission for (print agent name)
CHW, LLC to act as my agent for the purpose of applying for an amendment to the Town of Lady Lake Comprehensive Plan.

Legal description (if applicable):

See attached.

_____

_____

_____

Signature of the Property Owner Date

_____

Printed Name

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20_____, by _____, as an individual/officer/agent, on behalf of himself/herself _____, a corporation/partnership. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20_____.

_____ (SEAL)

Notary Public

_____

Printed Name

APPLICATION FOR THE ~~LARGE~~ SMALL SCALE DEVELOPMENT AMENDMENTS TO THE COMPREHENSIVE PLAN

AGENT AUTHORIZATION FORM

I, (please print property owner's name)
Kara Wassman, as the property owner of the property described below, hereby give my permission for (print agent name)
CHW, LLC to act as my agent for the purpose of applying for an amendment to the Town of Lady Lake Comprehensive Plan.

Legal description (if applicable):

See attached.

_____

_____

_____

_____
Signature of the Property Owner Date

_____
Printed Name

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20_____, by _____, as an individual/officer/agent, on behalf of himself/herself _____, a corporation/partnership. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20_____.

_____ (SEAL)

Notary Public

_____

Printed Name

APPLICATION FOR THE SMALL ~~LARGE~~ SCALE DEVELOPMENT AMENDMENTS TO THE COMPREHENSIVE PLAN

AGENT AUTHORIZATION FORM

I, (please print property owner's name)
Christopher Caudill, as the property owner of the property described below, hereby give my permission for (print agent name) CHW, LLC to act as my agent for the purpose of applying for an amendment to the Town of Lady Lake Comprehensive Plan.

Legal description (if applicable):

See attached.

_____

_____

_____

Signature of the Property Owner Date

_____

Printed Name

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20_____, by _____, as an individual/officer/agent, on behalf of himself/herself _____, a corporation/partnership. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20_____.

_____ (SEAL)

Notary Public

_____

Printed Name

LEGAL DESCRIPTION

CHW
Professional Consultants

DATE: January 17, 2024
CLIENT: Kolter Land Partners, LLC
PROJECT NO: 22-0098
DESCRIPTION FOR: Caudill Parcel

PARCEL 1:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; LESS THE WEST 330 FEET THEREOF; AND THE WEST 1/2 OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 330 FEET THEREOF IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

AND

PARCEL 2:

THE WEST 330 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTH 264 FEET OF THE WEST 330 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART THEREOF

t: (904) 619-6521 | 8563 Argyle Business Loop, Suite 3, Jacksonville, FL 32244
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$0.70

Prepared by/Return to:
Charles D. Johnson, Esq.
1330 W. Citizens Blvd., Suite 404
Leesburg, FL 34748

QUIT-CLAIM DEED
WITH ENHANCED LIFE ESTATE

For and in consideration of love and affection or other valuable consideration, the receipt and adequacy being acknowledged by all parties, by the execution of this Quit Claim Deed this 13th day of September, 2023, **DAVID M. CAUDILL,** the unremarried widower of **LINDA C. CAUDILL,** presently of **403 Lake Ella Rd., Fruitland Park, FL 34731,** does hereby convey unto himself a **life estate** in the real property described below, with the remainder interest in said property to **CHRISTOPHER C. CAUDILL,** presently of **420 Lake Ella Rd., Fruitland Park, FL 34731,** and **KARA L. WASSMAN,** presently of **11592 NW 18th Place, Gainesville, FL 32606,** as joint tenants with right of survivorship and not as tenants in common, subject to the reservations contained herein, said piece(s) or parcel(s) of land, situate, lying and being in the County of **Lake,** State of Florida, to wit:

PARCEL I.D. NO.:
30-18-24-0003-000-01201
The West ½ of the SE ¼ of the SW ¼, less the West 330 feet thereof; and the West ½ of the South 264 feet of the NE ¼ of the SW ¼, less the West 330 feet thereof in Section 30, Township 18 South, Range 24 East in Lake County, FL, less right-of-way for public road.

and

30-18-24-0003-000-03500
The West 330 feet of the East ½ of the SE ¼ of the SW ¼; and the South 264 feet of the West 330 feet of the East ½ of the NE ¼ of the SW ¼ in Section 30, Township 18 South, Range 24 East, in Lake County, FL, less right-of-way for public road.

SUBJECT TO covenants, restrictions, reservations, conditions, rights of way, and easements of record, if any, which specifically are not hereby extended or reimposed.

DEED RESERVATIONS:

1. ***DAVID M. CAUDILL*** *RESERVES UNTO HIMSELF, FOR AND DURING HIS LIFETIME, THE EXCLUSIVE POSSESSION, USE, AND ENJOYMENT OF THE PROPERTY DESCRIBED HEREIN WITHOUT ANY LIABILITY FOR WASTE.*

2. ***DAVID M. CAUDILL*** *FURTHER RESERVES UNTO HILSELF THE RIGHT TO CONVEY, WHICH SHALL INCLUDE THE RIGHT TO SELL, GIFT, ALIENATE, OR OTHER AND TO RETAIN ALL PROCEEDS THEREFROM, IF ANY, BY SUBSEQUENT DEED/ASSIGNMENT THE PROPERTY DESCRIBED HEREIN, TO HIMSELF OR ANY THIRD PARTY WITHOUT JOINDER OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN.*** *SAID CONVEYANCE SHALL TERMINATE THE REMAINDER INTEREST OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN.***

3. ***DAVID M. CAUDILL*** *FURTHER RESERVES UNTO HIMSELF THE RIGHT TO MORTGAGE, PLEDGE, LEASE, LIEN, OR OTHERWISE ENCUMBER THE PROPERTY DESCRIBED HEREIN, IN WHOLE OR IN PART, WITHOUT JOINDER OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN,*** *THEREBY SUBORDINATING THE REMAINDER INTEREST OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN*** *TO SAID ENCUMBRANCE.*

4. *UPON THE DEATH OF* ***DAVID M. CAUDILL,*** *IF THE PROPERTY DESCRIBED HEREIN HAS NOT BEEN PREVIOUSLY DISPOSED OF PRIOR TO THE DEATH OF*

***DAVID M. CAUDILL**, ALL RIGHT AND TITLE TO THE PROPERTY REMAINING SHALL FULLY VEST IN **CHRISTOPHER C. CAUDILL** AND **KARA L. WASSMAN**, SUBJECT TO SUCH LIENS AND ENCUMBRANCES EXISTING AT THE TIME OF THE DEATH OF **DAVID M. CAUDILL**.*

THIS DEED WAS PREPARED at the request of the Grantor. The Grantor provided the legal description and at the request of the Grantors the title to the property was not determined or searched. Grantor affirms that Grantor is the only intended beneficiary of the preparer of the deed's services. The Grantor releases the preparer of the deed from all liability, including any third-party claims and further agrees to hold harmless and indemnify the preparer of the deed from all claims from all parties arising out of this deed.

Signed, sealed and delivered in our presence:

_____ _____ (SEAL)
DAVID M. CAUDILL

Signature first witness
Charles D. Johnson
Printed name first witness

Signature second witness
Michelle H. Adkins
Printed name second witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 13 day of SEPT., 2023, by **DAVID M. CAUDILL**,

[ ] who is/are personally known to me; or
[ ] who has/have produced a Driver's License of the State of Florida; or
[ ] who has/have produced _____ as identification.

(SEAL)
Notary Public State of Florida
Charles D Johnson
My Commission GG 941810
Expires 04/19/2024

_____
Notary Public Signature

Charles D. Johnson
Printed Name of Notary Public
My Commission Expires:

PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M LIFE ESTATE	**Alternate Key:**	1740045
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-01201
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	LAKE ELLA RD LADY LAKE FL, 32159	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	E 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4, E 1/2 OF W 1/2 OF S 264 FT OF NE 1/4 OF SW 1/4 ORB 4478 PG 2037 ORB 6214 PG 1515		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		12.000	Acre	$240,000.00	$240,000.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Vacant	$100.00
4478 / 2037	05/2014	Warranty Deed	Unqualified	Vacant	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Vacant	$1.00
1639 / 585	08/1998	Warranty Deed	Qualified	Vacant	$42,500.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are **subject to change until certified.**

Tax Authority	Market	Assessed	Taxable	Millage	Estimated

	Value	Value	Value		Taxes
LAKE COUNTY BCC GENERAL FUND	$240,000	$175,690	$175,690	5.0364	$884.85
SCHOOL BOARD STATE	$240,000	$240,000	$240,000	3.2080	$769.92
SCHOOL BOARD LOCAL	$240,000	$240,000	$240,000	2.9980	$719.52
LAKE COUNTY WATER AUTHORITY	$240,000	$175,690	$175,690	0.2940	$51.65
NORTH LAKE HOSPITAL DIST	$240,000	$175,690	$175,690	0.1500	$26.35
ST JOHNS RIVER FL WATER MGMT DIST	$240,000	$175,690	$175,690	0.1793	$31.50
LAKE COUNTY MSTU STORMWATER	$240,000	$175,690	$175,690	0.4957	$87.09
LAKE COUNTY MSTU AMBULANCE	$240,000	$175,690	$175,690	0.4629	$81.33
LAKE COUNTY VOTED DEBT SERVICE	$240,000	$175,690	$175,690	0.0918	$16.13
LAKE COUNTY MSTU FIRE	$240,000	$175,690	$175,690	0.5138	$90.27
				Total: 13.4299	**Total:** $2,758.61

Exemptions Information

This property is benefitting from the following exemptions with a checkmark √

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M	**Alternate Key:**	1771510
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-02600
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	LAKE ELLA RD FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	W 330 FT OF S 264 FT OF SE 1/4 OF NE 1/4 OF SW 1/4, W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- S 780.8 FT-- ORB 4478 PG 2035 ORB 6214 PG 1515		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		6.090	Acre	$158,340.00	$158,340.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	BARN (BRN5)	1300	SF	1999	$16,380.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name.

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Vacant	$100.00
4478 / 2035	05/2014	Warranty Deed	Unqualified	Vacant	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Vacant	$1.00
629 / 241	01/1977	Misc Deed/Document	Qualified	Vacant	$14,400.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$174,720	$139,880	$139,880	5.0364	$704.49
SCHOOL BOARD STATE	$174,720	$174,720	$174,720	3.2080	$560.50
SCHOOL BOARD LOCAL	$174,720	$174,720	$174,720	2.9980	$523.81
LAKE COUNTY WATER AUTHORITY	$174,720	$139,880	$139,880	0.2940	$41.12
NORTH LAKE HOSPITAL DIST	$174,720	$139,880	$139,880	0.1500	$20.98
ST JOHNS RIVER FL WATER MGMT DIST	$174,720	$139,880	$139,880	0.1793	$25.08
LAKE COUNTY MSTU STORMWATER	$174,720	$139,880	$139,880	0.4957	$69.34
LAKE COUNTY MSTU AMBULANCE	$174,720	$139,880	$139,880	0.4629	$64.75
LAKE COUNTY VOTED DEBT SERVICE	$174,720	$139,880	$139,880	0.0918	$12.84
LAKE COUNTY MSTU FIRE	$174,720	$139,880	$139,880	0.5138	$71.87
				Total: 13.4299	**Total:** $2,094.78

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M	**Alternate Key:**	3284640
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-03500
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	403 LAKE ELLA RD FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	S 780.8 FT OF W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4--LESS S 33 FT FOR RD R/W-- ORB 1757 PG 1205 ORB 4478 PG 2035 ORB 6214 PG 1515		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		5.670	Acre	$191,363.00	$191,363.00

Click here for Zoning Info Map

FEMA Flood

Residential Building(s)

Building 1

Residential — Building Value: $257,108.00

Summary

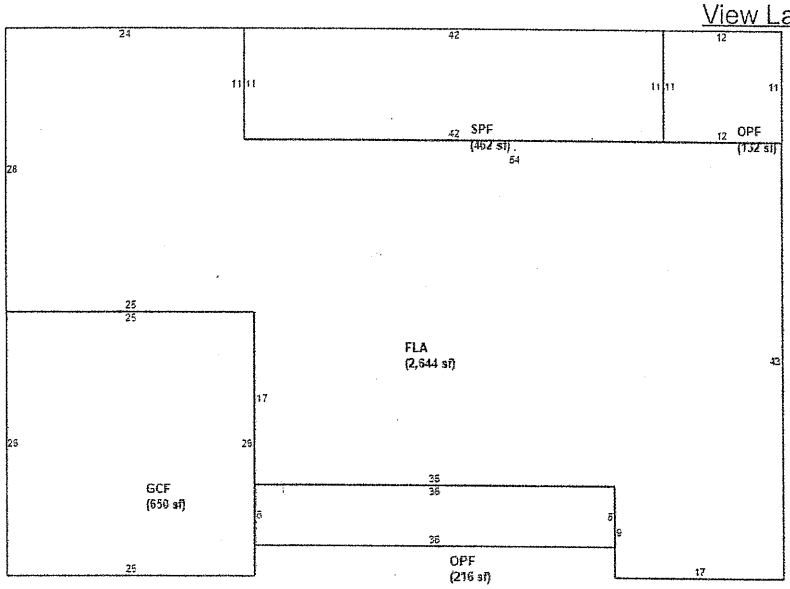
Year Built: 1991	Total Living Area: 2644	Central A/C: Yes	Fireplaces: 1
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	2644
GARAGE FINISHED STONE (GCF)		1.00	650
OPEN PORCH FINISHED (OPF)		1.00	348
SCREEN PORCH FINISHED (SPF)		1.00	462

View Larger / Print / Save



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	CARPORT/POLE SHED UNFINISHED (UCP1)	1296	SF	1991	$1,555.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Improved	$100.00
4478 / 2035	05/2014	Warranty Deed	Unqualified	Improved	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Improved	$0.00
1073 / 1301	08/1990	Warranty Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$450,026	$224,730	$174,730	5.0364	$880.01
SCHOOL BOARD STATE	$450,026	$224,730	$199,730	3.2080	$640.73

SCHOOL BOARD LOCAL	$450,026	$224,730	$199,730	2.9980	$598.79
LAKE COUNTY WATER AUTHORITY	$450,026	$224,730	$174,730	0.2940	$51.37
NORTH LAKE HOSPITAL DIST	$450,026	$224,730	$174,730	0.1500	$26.21
ST JOHNS RIVER FL WATER MGMT DIST	$450,026	$224,730	$174,730	0.1793	$31.33
LAKE COUNTY MSTU STORMWATER	$450,026	$224,730	$174,730	0.4957	$86.61
LAKE COUNTY MSTU AMBULANCE	$450,026	$224,730	$174,730	0.4629	$80.88
LAKE COUNTY VOTED DEBT SERVICE	$450,026	$224,730	$174,730	0.0918	$16.04
LAKE COUNTY MSTU FIRE	$450,026	$224,730	$174,730	0.5138	$89.78
				Total: 13.4299	**Total:** $2,501.75

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓	Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
✓	Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
	Widow / Widower Exemption (up to $5,000)	Learn More View the Law
	Blind Exemption (up to $500)	Learn More View the Law
	Disability Exemption (up to $5,000)	Learn More View the Law
	Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
	Veteran's Disability Exemption ($5,000)	Learn More View the Law
	Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
	Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
	Deployed Servicemember Exemption (amount varies)	Learn More View the Law
	First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
	Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
	Conservation Exemption (amount varies)	Learn More View the Law
	Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
	Economic Development Exemption	Learn More View the Law
	Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

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Property data updated nightly.

LEGAL DESCRIPTION

CHW
Professional Consultants

DATE: January 17, 2024
CLIENT: Kolter Land Partners, LLC
PROJECT NO: 22-0098
DESCRIPTION FOR: Caudill Parcel

PARCEL 1:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; LESS THE WEST 330 FEET THEREOF; AND THE WEST 1/2 OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 330 FEET THEREOF IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

AND

PARCEL 2:

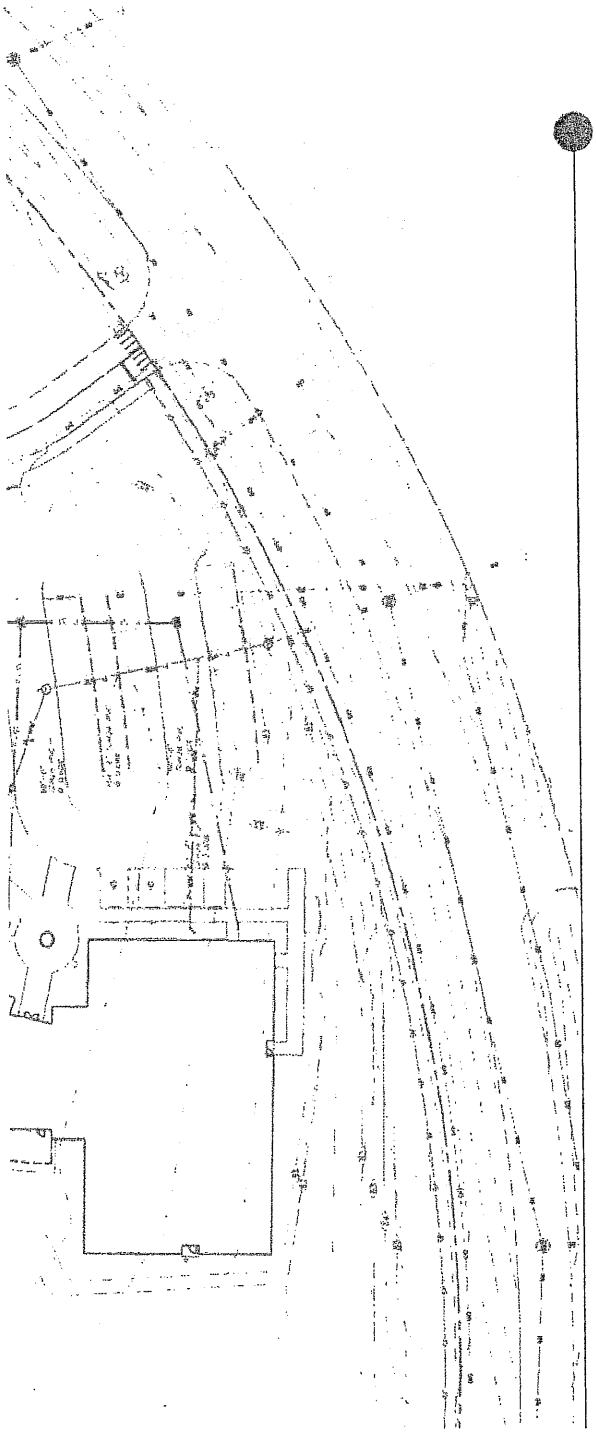
THE WEST 330 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; AND THE SOUTH 264 FEET OF THE WEST 330 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR PUBLIC ROAD.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND
MADE A PART THEREOF

t: (904) 619-6521 | 8563 Argyle Business Loop, Suite 3, Jacksonville, FL 32244
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

CHW
Professional Consultants

JACKSONVILLE|GAINESVILLE|OCALA
8465 Merchants Way, Suite 102, Jacksonville, FL 32222
11801 Research Drive, Alachua, FL 32615
2100 SE 17th Street, Unit 802, Ocala, FL 34471
WWW.CHW-INC.COM



CAUDILL PROPERTIES

Small-scale Comprehensive Plan Amendment (SsCPA) Justification Report

February 14, 2023

Prepared for:
Town of Lady Lake

Prepared on behalf of:
David Caudill

Prepared by:
CHW LLC

PN# 22-0098.08
\\fs01.chw-inc.local\jobs2\2022\22-0098\Departments\02_Planning\Reports\.08\RPT 240214 Caudill SsCPA.docx

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1. Executive Summary

To: Thad Carroll, AICP, Town of Lady Lake Growth Management Director
From: Braxton Linton, CHW
Date: February 14, 2024
Re: Caudill Properties – Small-scale Comprehensive Plan Amendment (SsCPA) Application

Jurisdiction: Town of Lady Lake	**Intent of Application:** Apply a Town of Lady Lake Future Land Use category to properties voluntarily annexed concurrent with this application.
General Location: 403 LAKE ELLA RD, FRUITLAND PARK FL, 34731	
Subject Property Alt. Keys: 1740045, 1771510, & 3284640	**Total Acreage:** ±24.012 acres *(Source: CHW Survey)*
Existing Future Land Use (FLU) Classification: *Rural (County)* The County's Rural FLU category is intended to protect rural lifestyles represented by single-family homes on large lots and to accommodate agricultural pursuits. New development cannot utilize regional water and wastewater utilities within the Rural FLU classification. This FLU is limited to a maximum density of 1 dwelling unit per 5 acres.	**Proposed Future Land Use (FLU) Classification:** *Single Family Medium Density (Town)* The Single-Family Medium Density FLU category has a maximum density of 6 dwelling units per acre. The FLU category is limited to detached single-family dwelling units, unless a PUD is implemented; with a PUD, multifamily, industrial, and commercial uses are also permitted.
Existing Zoning District: *A: Agriculture (County)* The purpose of the County's agriculture zoning district is to classify land suitable for agricultural usage.	**Proposed Zoning District:** *PUD: Planned Unit Development (Town)* The purpose of the PUD zoning district is to encourage a variety of housing types and innovative development concepts. This application is submitted concurrently with a PUD alteration application, requesting the three subject properties to the adjacent Hammock Oaks PUD.
Existing Entitlements: ±24.012 acres * 1 du/5 ac = ±4 dwelling units	**Proposed Entitlements:** ±24.012ac * 6 du/ac = ±144 dwelling units
Net Change The requested land use change would result in the potential for up to ±140 additional dwelling units compared to the properties' current County designation. ***Please note that this application is submitted in conjunction with a PUD alteration amendment, requesting that these three properties be added to the existing, previously approved* The Reserve at Hammock Oaks PUD. *The requirements of the proposed PUD limit the overall density to 4 dwelling units per acre. Therefore, a more accurate representation of the net change is 96.***	

2. STATEMENT OF PROPOSED CHANGE

This Small-scale Comprehensive Plan Amendment (SsCPA) application requests to amend the Town of Lady Lake Future Land Use Map (FLUM) to include ±24.012 acres (Lake County Tax Parcels Alt. Keys 1740045, 1771510, & 3284640) within the Single-Family Medium Density Future Land Use (FLU) classification. An aerial of the site's location can be found in Figure 1. The subject property was annexed into the Town of Lady Lake by a separate application concurrent with this SsCPA.

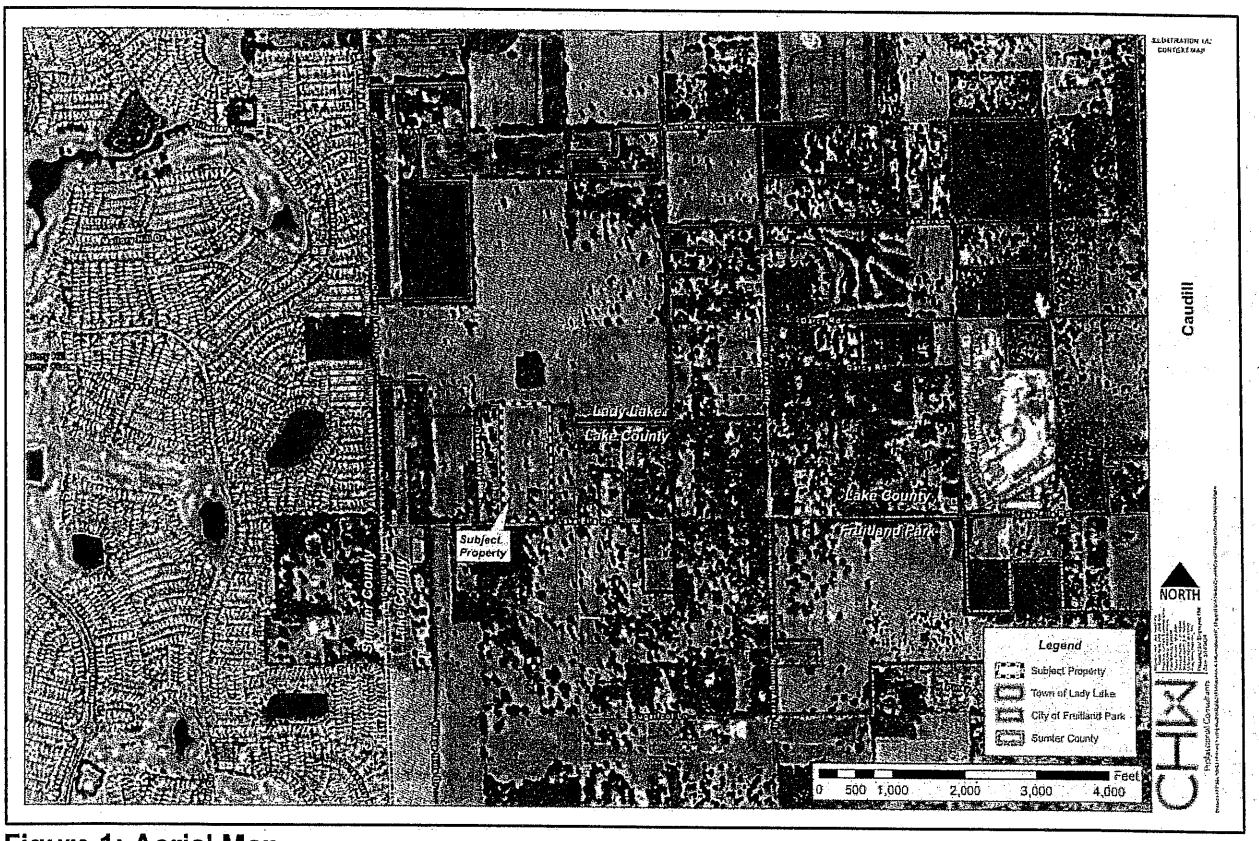


Figure 1: Aerial Map

This application is intended to appropriately designate a Town FLU classification to land annexed into the Town of Lady Lake. The properties are currently designated Unincorporated Lake County Rural FLU. This application requests Town of Lady Lake Single Family Medium Density FLU for the properties, in order to be consistent with the FLU classification of surrounding land within the Town of Lady Lake

This application is submitted concurrently with a rezoning application, requesting the Planned Unit Development (PUD) zoning district for the properties. The existing Lugano PUD (originally approved in 2007) will be amended to include these two subject parcels. The PUD will then be renamed The Reserve at Hammock Oaks PUD.

Table 1: Adjacent Future Land Use and Zoning Designations

Direction	FLU Designation	Zoning Designation
North	Single Family Medium Density (Town)	Hammock Oaks PUD(Town)
East	Rural (County)	Agriculture (County)
South	Rural (County)	Agriculture (County)
West	Rural (County)	Agriculture (County)

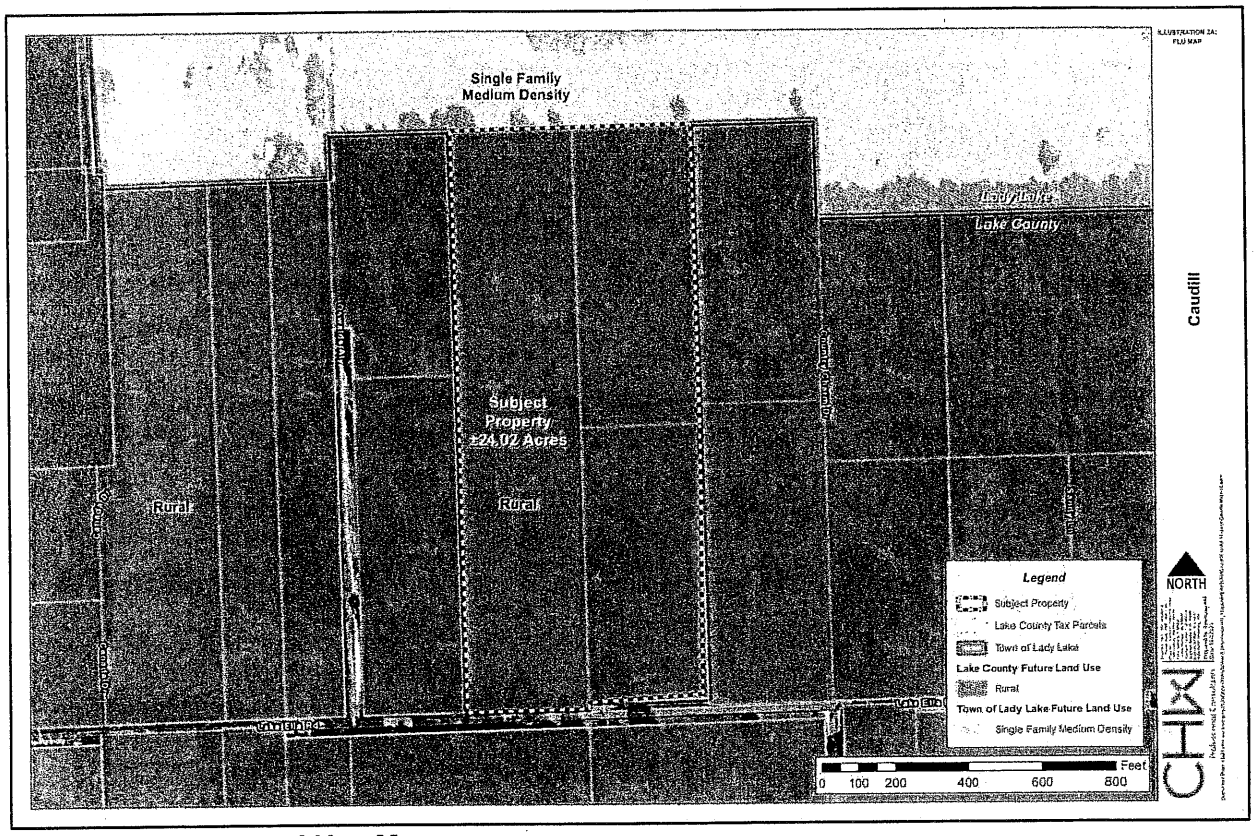


Figure 2: Future Land Use Map

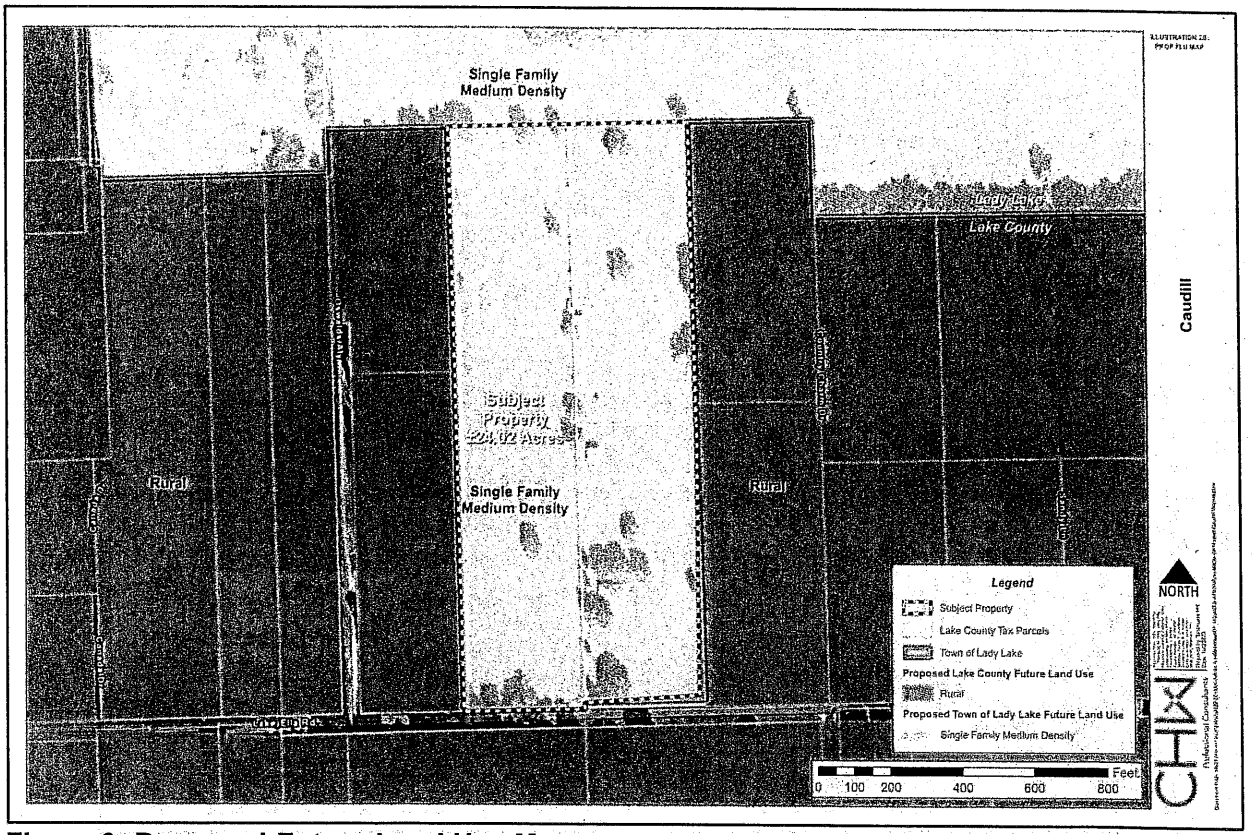


Figure 3: Proposed Future Land Use Map

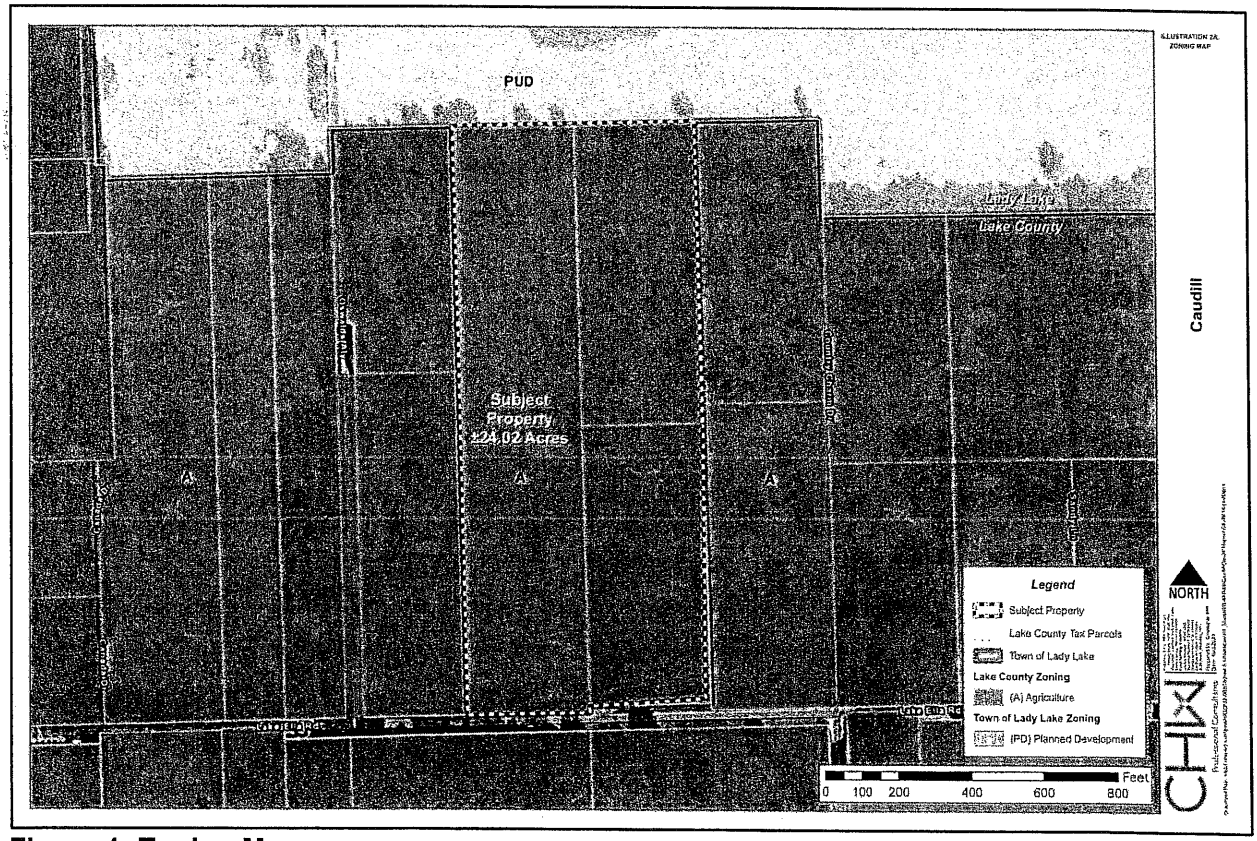


Figure 4: Zoning Map

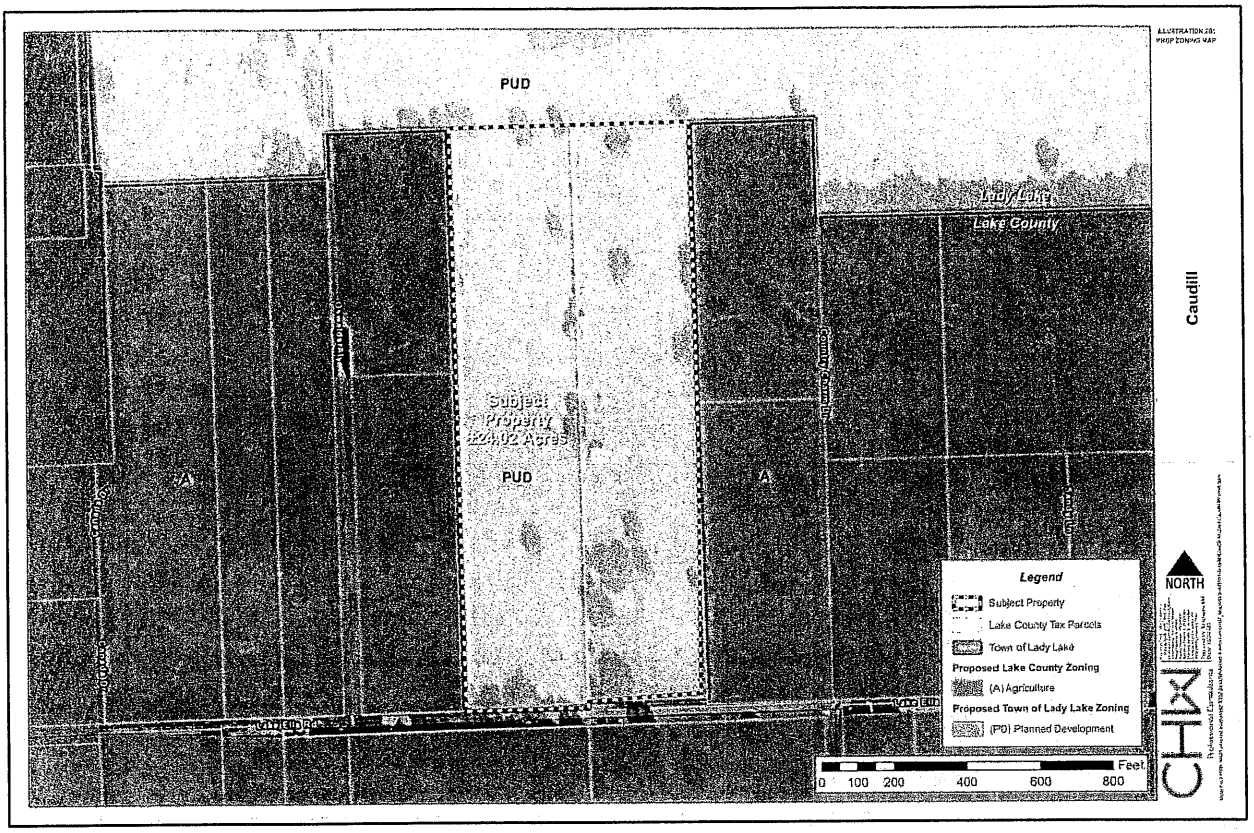


Figure 5: Proposed Zoning Map

3. PUBLIC FACILITIES IMPACT ANALYSIS

This application requests assigning the Single-Family Medium Density FLU classification to the three properties annexed concurrently through a separate application. Approval of this application will change the site's theoretical maximum permitted density relative to its existing FLU classification, Lake County Rural.

This SsCPA application is submitted concurrently with a PUD application, requesting to include the subject properties in the adjacent, approved Reserve at Hammock Oaks PUD. As detailed in the PUD documentation, the amended PUD will maintain a maximum density of 4 dwelling units (du) per acre (ac), which is lower than the 6 dwelling units per acre permitted by the Single-Family Medium Density FLU.

This section details maximum impacts on public facilities based on the requested FLU classification for the property.

Table 2. Existing and Proposed Maximum Density Comparison

Existing Maximum Permitted Intensity *Rural (County)*	**Proposed Maximum Permitted Intensity** *Single Family Medium Density (Town)*
±24.012 acres * 1 du/5 ac = ±4 dwelling units	±24.012ac * 6 du/ac = ±144 dwelling units
The requested land use change would result in a change in entitlements that would allow up to a maximum of ±140 more dwelling units than what is allowed by existing County density. *Please note that this application is submitted in conjunction with a PUD alteration amendment, requesting that the three properties be added to the existing, previously approved Reserve at Hammock Oaks PUD. The requirements of the proposed PUD limit the overall density to 4 dwelling units per acre. Therefore, a more accurate representation of net change is 96.*	

Transportation

Table 3. Trip Generation Calculations

A Transportation Facilities Analysis was prepared and submitted with this application as a separate document.

Conclusion: A Traffic Analysis is submitted with this application. This analysis examines the potential maximum development scenario of the concurrently submitted PUD application. This analysis finds that the requested SsCPA & PUD rezoning is not projected to cause Level of Service deficiencies on the transportation network within the study area.

Potable Water

Table 4. Projected Potable Water Demand

Land Use	Dwelling Units[1]	Generation Rate[2]	Estimated Demand (GPD)
Existing	4	250 gallons / ERU	1,000
Proposed Maximum	144	250 gallons / ERU	36,000
Net Difference	*140*	-	***35,000***

1. Number of dwelling units based on maximum density allowed in existing Rural (County) FLU, proposed Single Family Medium Density (Town) FLU.
2. Generation rate source: Town of Lady Lake Land Development Regulations, Chapter 14, Appendix A.

Conclusion: Maximum development potential of the subject properties would generate an estimated demand of ±35,000 GPD on the Town's potable water infrastructure. The development to follow approval of this application will include the extension of Town potable water utility infrastructure at the expense of the developer to serve the project.

Per Town of Lady Lake Public Works staff, the Town's current potable water capacity is approximately 300,000 GPD. The Town's water Consumptive Use Permit will be eligible for renewal in 2026. At this time, the allocations may be adjusted by the St. John's River Water Management District, potentially expanding potable water capacity. Adjustment to the Town's Consumptive Use Permit will ensure there is adequate capacity, at the appropriate time, to serve the development to follow this application.

Sanitary Sewer

Table 5. Projected Sanitary Sewer Demand

Land Use	Dwelling Units[1]	Generation Rate[2,3]	Estimated Demand (GPD)
Existing	4	250 gallons / ERU	1,000
Proposed Maximum	144	250 gallons / ERU	36,000
Net Difference	140	-	**35,000**

1. Number of dwelling units based on maximum density allowed in existing Rural (County) FLU, proposed Single Family Medium Density (Town) FLU.
2. Generation rate source: Town of Lady Lake Land Development Regulations, Chapter 14, Appendix A.

Conclusion: Maximum development potential of the subject properties would generate an estimated demand of ±35,000 GPD on the Town's sanitary sewer infrastructure. The development to follow approval of this application will include the extension of Town sewer utility infrastructure at the expense of the developer to serve the project.

Per Town of Lady Lake Public Works staff, the Town's current sanitary sewer capacity is approximately 130,000 GPD. The Town has recently begun construction of a new wastewater treatment plant, which will increase this capacity. This plant is slated for completion in approximately two (2) years. The new wastewater treatment plant will ensure there is adequate capacity, at the appropriate time, to serve the development to follow this application.

Solid Waste

Table 6. Projected Solid Waste Demand

Land Use	Dwelling Units[1]	Generation Rate[2,3]	Estimated Demand (pounds/day)
Existing	4	4 pounds / resident / day	30.88
Proposed Maximum	144	4 pounds / resident / day	1,111.68
Net Difference	*140*	-	**1,080.8**

1. Number of dwelling units based on maximum density allowed in existing Rural (County) FLU, proposed Single Family Medium Density (Town) FLU.
2. Per Town of Lady Lake Comprehensive Plan Public Facilities Policy PUB 1-6.1., the minimum level of service standard for solid waste generation is 4 lbs per resident.
3. Town of Lady Lake Comprehensive Plan Housing Element Data, Inventory, and Analysis estimates an average of 1.93 residents per household.

Conclusion: Maximum development potential of the subject properties would generate an estimated demand of ±1,080.8 pounds/day on the Town's solid waste infrastructure.

Public Schools

Table 7a. Projected Public School Demand

Land Use	Dwelling Units[1]	Elementary		Middle		High	
		Rate[2]	Total	Rate[2]	Total	Rate[2]	Total
Existing	4	0.157	**1**	0.079	**1**	0.114	**1**
Proposed Maximum	144	0.157	**23**	0.079	**11**	0.114	**16**
Net Difference	*140*	-	**22**	-	**10**	-	**15**

1. Number of dwelling units based on maximum density allowed in existing Rural (County) FLU, proposed Single Family Medium Density (Town) FLU.
2. Student Generation Rates per Lake County Schools School Concurrency Annual Management Report, 12/8/2021, p. 7. Rate used is for single-family dwellings.

Table 7b. Projected Public School Impact

School	Permanent Capacity[1]	Enrollment 2022-2023[1]	Enrollment with Project Approval[2]	Project Capacity Percentage[1]	Percent Capacity With Project Approval
Villages Elementary	723	762	784	105%	**108.4%**
Carver Middle	1,129	834	844	74%	**74.8%**
Leesburg High	1982	1,646	1,661	83%	**83.8%**

1. *Lake County School District Five-Year Plan, Fiscal Year 2022-2026*
2. *Table 6a.*

Conclusion: Maximum development potential of the subject properties would result in 22 new elementary-age students; 10 new middle school-age students; and 15 new high school-age students. The properties are within Concurrency Service Area (CSA) #8 and are zoned for Villages Elementary School, Carver Middle School, and Leesburg High School.

Though Villages Elementary School is above 100% capacity today, Lake County School District's Five-year Capital Plan includes a plan for classroom addition, scheduled for completion in 2025.

Recreation

Table 8. Projected Recreation Impact

Land Use	Dwelling Units[1]	Generation Rate[2,3]	Estimated Demand (Acres)
Existing	4	4 acres / 1,000 residents	0.03
Proposed Maximum	144	4 acres / 1,000 residents	1.11
Net Difference	*140*	-	**1.08**

1. Number of dwelling units based on maximum density allowed in existing Rural (County) FLU, proposed Single Family Medium Density (Town) FLU.
2. Per Town of Lady Lake Comprehensive Plan Parks, Recreation and Open Space Element Policy REC 1-1.1., the minimum level of service standard for the provision of recreation space is 4 acres per 1,000 residents.
3. Town of Lady Lake Comprehensive Plan Housing Element Data, Inventory, and Analysis estimates an average of 1.93 residents per household.

Conclusion: Maximum development potential of the subject properties would result in an estimated demand of ±1.08 acres on the Town's recreation facilities.

Per the Town's Comprehensive Plan Parks, Recreation, and Open Space Element Data, Inventory, and Analysis (DIA), as of 2010, the total acreage of public recreational land in the Town was ±54.95 acres, resulting in approximately 3.8 acres per 1,000 residents. This document estimates that, by 2030, the level of service would be 2.5 acres per 1,000 residents.

As noted in the DIA, the Town's recreation facility situation is unique. Much of the town lives in private, planned communities, which were designed to provide their own private recreation facilities and open space for residents. The most notable instance of this is The Villages of Lake-Sumter, which provides abundant private recreational facilities exclusively for its residents.

This application is submitted concurrently with a PUD alteration application, proposing to include the two subject properties in the adjacent PUD to the east. This proposed PUD will include ±123 acres of open space and recreational opportunities for residents of the PUD. This provision of recreational opportunities will help address Level of Service demands on recreation facilities introduced by development of the properties.

4. CONSISTENCY WITH TOWN OF LADY LAKE COMPREHENSIVE PLAN

This section identifies specific Town of Lady Lake Comprehensive Plan Goals, Objectives, and Policies and explains how this LSCPA application is consistent with each. The Goals, Objectives, and Policies are provided in normal font, and the consistency statements are provided in **bold** font.

FUTURE LAND USE ELEMENT

GOAL FLU 1: IMPLEMENT THE TOWN OF LADY LAKE'S FUTURE LAND USE PLAN TO ACHIEVE SUSTAINABLE GROWTH THROUGH AN APPROPRIATE BALANCE BETWEEN PUBLIC AND PRIVATE INTERESTS IN THE:

1. CONSERVATION OF THE NATURAL RESOURCES;
2. CREATION OF FAVORABLE ECONOMIC CONDITIONS;
3. PROVISION OF ADEQUATE HOUSING;
4. PROTECTION AND IMPROVEMENT OF ESTABLISHED NEIGHBORHOODS;
5. PROTECTION OF PUBLIC HEALTH AND SAFETY;
6. DEVELOPMENT OF UNIQUE NEIGHBORHOODS AND BUSINESS DISTRICTS; AND
7. PROTECTION OF RESPONSIBLE DEVELOPMENT PRIVATE PROPERTY RIGHTS.

This SsCPA application will help the Town achieve sustainable growth by assisting in the provision of adequate housing and the development of unique neighborhoods. The additional ±24.012 acres of Single-Family Medium Density FLU will also help create favorable economic conditions by increasing property tax revenue for the Town.

This SsCPA application is submitted concurrently with a PUD alteration application to include the properties in the existing, previously approved Reserve at Hammock Oaks PUD. The ultimate development intent is new market rate housing and the improvement of the area's connected transportation network.

Policy FLU 1-5.1: Coordinate Public Facilities with Land Use.

The Town shall extend public facilities as development occurs in compliance with the Future Land Use Map. The extension of such facilities shall be programmed in the Capital Improvement Element and the Town's Five Year Schedule of Capital Improvements. The approval of land uses, including their densities and intensities, shall be coordinated with the Town's ability to finance or require provision of necessary public facilities at conditions meeting or exceeding the adopted minimum level of service standards as specified in Level of Service Standards, Capital Improvement Element.

The extension of public facilities will be necessary for development to occur on these properties. All costs related to the extension of water and sewer infrastructure will be paid for exclusively by the developer. This will generate new customers and new revenue for the Town's Utilities Department. The developer will also contribute heavily to roadway improvements that will benefit residents beyond the boundaries of this project by enhancing the area's connected roadway network.

OBJECTIVE FLU 1-6: COORDINATE FUTURE LAND USES WITH THE CONCURRENCY MANAGEMENT SYSTEM.

The Town shall not approve development after the adoption of this comprehensive plan which cannot be served by adequate public facilities at adopted levels of service. The provision of such public facilities shall be planned in an efficient manner and programmed in the Capital Improvement Element and the Town's Five Year Capital Improvement Program.

Section 3 of this report demonstrates impacts from maximum development potential to the Town's public facilities following this SsCPA. No development will occur on the property without adequate capacity in public facilities.

The development to follow this application will include the extension of potable water and sanitary sewer facilities throughout the subject parcels. This extension will be done at the expense of the developer and will generate new customers and new revenue for the Town's Utilities Department.

Policy FLU 1-10.1. Application of Land Use Designations.

. . .

(B) Single Family-Medium Density (SF-MD). Development in the Single Family-Medium Density Residential category shall be limited to detached single family dwelling units. Densities cannot exceed 6 units/acre. Multi-family, industrial or commercial uses will not be permitted however, a mixed use PUD shall be allowed as outlined in Policy FLU 1-10.2. Public facilities shall be allowed as outlined in Policy FLU 1-2.3 and OBJECTIVE FLU 1-8.

This SsCPA application is submitted concurrently with a PUD application, requesting that the three subject properties be included in the existing adjacent The Reserve at Hammock Oaks PUD. The density of the proposed PUD will be a maximum of 4 dwelling units per acre, which will not exceed the 6 units per acre maximum set by the Single Family Medium Density FLU. Development to follow approval of these applications will include a mixture of single-family detached and townhome units. No multifamily housing will be included.

Policy FLU 1-10.2: Planned Unit Developments.

The Town has incorporated within the Land Development Regulations provisions for a Planned Unit Development district that allows mixed uses.

Residential PUDs will be located in residentially designated areas of the Future Land Use Map, Commercial PUDs will be located in commercially designated areas of the Future Land Use Map, and Industrial PUDs will be located in industrial designated areas of the Future Land Use Map. The minimum land requirement for PUD's shall be five acres.

- Residential PUDs
  A PUD with a mix of housing types (i.e., single family and multi-family) shall be allowed within all residentially designated areas of the Future Land Use Map and the percentage of distribution shall be flexible. In no case shall the multi-family units within single-family residential and mixed use Future land Use Categories exceed 49 percent of the total number of residential units within the development. Commercial uses will be allowed within a residential PUD located within residentially designated areas of the Future Land Use Map; however, the commercial uses will be restricted to on-site day care facilities, convenience store, personal services and amenity facilities that are intended to serve the principal use. Such commercial uses may cover up to a maximum of 15% of the net developable project area of the site with a maximum FAR of 0.50 of the non-residential site area. Residential Density shall be limited to a maximum of 12 dwelling units per acre.
  ...

Table 109.2a Land Development Types in PUDs by Percentage of Net Developable Project Area			
PUD Type	Single-family	Multifamily	Commercial
Residential PUD	Limited by FLU density	Max. 49% of Housing Stock	Max. 15% of Developable Acreage Maximum FAR 0.5

This application is submitted concurrently with a PUD alteration application, requesting to include the three subject properties in the adjacent Reserve at Hammock Oaks PUD. The proposed PUD is a residential PUD. The existing portion of the PUD area is currently within the Town of Lady Lake and is designated with the Single-Family Medium Density. Matching FLU classification and zoning district are requested for the properties subject to this application. Thus, with this SsCPA, the entirety of the PUD area will be located within the Single-Family Medium Density FLU.

The proposed PUD will include a mixture of single-family detached dwelling units and townhouses, which the Town of Lady Lake Land Development Code defines in Sec. 2.2. as "one-family dwelling[s]."

Policy FLU 4-1.2

By December 31, 2012, the Town shall review its Comprehensive Plan and Land Development Regulations to remove regulatory barriers to mixed-use and higher density development and encourage an attractive and functional mix of uses within the Energy Conservation Areas.

Per Town of Lady Lake Comprehensive Plan Map 7-1, the project site is within an Energy Conservation Area. The requested FLU classification for the project site—Single Family Medium Density—allows up to 6 du/ac, which is aligned with the Town's intentions for the area. This application is submitted concurrently with a PUD alteration application, requesting to include the subject properties in the adjacent Reserve at Hammock Oaks PUD. The development to follow these two applications' approvals will yield an attractive built form, with a functional mixture of age-restricted single-family homes, market-rate single family homes, and market rate townhomes. Furthermore, this development will include a new east-west connection between Cherry Lake Road and Rolling Acres Road, which has the ability to reduce trip lengths in this area.

Policy FLU 4-1.3:

By December 31, 2012, the Town shall develop and adopt strategies and incentives to encourage mixed use, higher density development in appropriate places within the Town (including the Energy Conservation Areas) in order to reduce trip lengths, provide diverse housing types and efficient use of infrastructure and promote a sense of community.

Per Town of Lady Lake Comprehensive Plan Map 7-1, the project site is within an Energy Conservation Area. This SsCPA will help the Town meet this policy by placing a higher density FLU classification on the property.

This SsCPA application is submitted concurrently with a PUD alteration application, requesting to add the three subject properties to the existing adjacent PUD. The development to follow these applications' approvals will include the following:

- **The potential for a reduction in trip lengths through the provision of a new east-west connection between Cherry Lake Road and Rolling Acres Road;**
- **A diverse provision of housing types, with age-restricted single-family detached, market-rate single-family detached, and market-rate townhomes;**
- **The efficient extension of public infrastructure at the expense of the developer;**

- **Promotion of a sense of community through the creation of a well-designed neighborhood.**

Future Land Use Element Data Inventory and Analysis Item III.C.1—Projected Residential Land Use Needs, p. I20/29

For the short term planning horizon there is adequate vacant land to accommodate the 2015 projected population. The Town, however, may wish to promote annexation and development of lands to encourage more compact development with the boundaries of the Special Area Plans.

Therefore, the Town of Lady Lake may annex more land to support future population or consider increasing allowable densities within the existing town limits.

This application is submitted with the intent of assigning Town FLU classification to properties voluntarily annexed concurrent with this SsCPA application. The requested FLU classification—Single Family Medium Density—is a residential classification. This will help support future Town population through the provision of more residential land.

TRANSPORTATION ELEMENT

Policy TE 1-1.2: Review of Proposed Developments.

The Town of Lady Lake reviews all proposed development for compliance and consistency with the adopted levels of service through the Concurrency Management System. No development shall be approved until an evaluation which has been performed consistent with the requirements of the Lake-Sumter Metropolitan Planning Organization (MPO) Transportation Concurrency Management System TCMS has determined that estimated impacts will not cause the level of service on roads within a two (2) mile radius to the development to decrease below the adopted minimum standard. Available capacity on adversely affected roadways must be present concurrent with the impacts placed on those roads by the development unless the roadway segment(s) in question were failing prior to the addition of the proposed development's traffic. Roadway segments failing prior to the addition of a development's traffic impacts shall be deemed mitigated and sufficient for purposes of transportation concurrency per Section 163.3180(5)(h) Florida Statutes. If deficient segments have advanced through the right-of-way acquisition phase for any collector or arterial significantly and adversely affected by the subject development and remain programmed for design and/or construction within the 5 year improvement plan of the jurisdictional right-of-way authority, that segment shall be deemed sufficient to satisfy concurrency requirements.

This application is submitted with a traffic analysis examining the possible impacts of the concurrently-submitted PUD alteration application. This analysis finds that the proposed amendments will not cause further deficiencies to the Level of Service of surrounding roadways. Specifically regarding County Road 25 from Marion County line to Griffin Avenue and Rolling Acres Road from US 27 / US 441 to County Road 466, the analysis concludes that these roadway segments will continue to operate above the adopted Level of Service.

Policy TE 1-2.2: Coordination with Future Land Uses.

The Future Land Use Map series shall delineate all arterial and collector roadways. Land use pattern and development densities and intensities illustrated on the Future Land Use Map shall be designed to minimize motorized traffic impacts on residential local roads while directing impacts generated by higher intensity land uses to arterial and collector roads with adequate capacity to serve anticipated future traffic.

This SsCPA application is submitted concurrently with a PUD alteration application, requesting to include the three subject properties in the existing adjacent PUD. The proposed PUD area is

split by Rolling Acres Road, which is classified as a Collector Road in Comprehensive Plan Transportation Element Policy TE 1-1.1. As detailed in the PUD materials, development will include access onto Rolling Acres Road, as well as a new east-west connection between Rolling Acres Road and Cherry Lake Road that will run through the subject parcels of this application. The developers will also pay extensive proportionate share fees that will contribute to roadway improvements in this area.

HOUSING ELEMENT

Policy HSG 1-1.1: Provide Ample Land Area for Residential Uses.

The Town shall allocate sufficient acreage for residential uses on the Future Land Use Map to meet housing demands anticipated to year 2030. The Town shall allocate a reasonable amount of land above identified needs to avoid economic impacts which a controlled supply of land places on land values and market potential.

The Town of Lady Lake Comprehensive Plan Future Land Use Element Data, Inventory, and Analysis section estimates the Town's residential population to be 17,803 in 2020, and projects the population to be 23,410 in 2035. This SsCPA will proactively allocate a reasonable amount of land for residential uses on the Future Land Use Map, helping the Town meet a growing demand and avoid the economic impacts that a controlled supply of land places on land values and market potential.

Policy HSG 1-1.2: Promote a Diversity of Housing Types.

The Town's Future Land Use Map shall designate the appropriate land uses to accommodate a diversity of housing needs.

This SsCPA application will expand available land within the Town of Lady Lake for single-family housing development, helping the Town proactively accommodate housing needs.

This SsCPA application is submitted concurrently with a PUD application, requesting to include the subject properties in the adjacent Reserve at Hammock Oaks PUD. As detailed in the PUD application, a mixture of market rate single-family detached homes, age-restricted single-family detached homes, and single-family attached townhomes will be provided in the development of this PUD. The land use requested for the properties, Single Family Medium Density, is the appropriate land use to accommodate this housing diversity when paired with a PUD.

5. URBAN SPRAWL ANALYSIS

Approval of this LSCPA does not constitute urban sprawl. As defined in chapter 163.3164(51), Florida Statutes (FS), 'Urban Sprawl' means "a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses".

The thirteen (13) primary indicators of urban sprawl are identified in Chapter 163.3177(6)(a)9.a, FS. This chapter states that the evaluation of whether a plan or plan amendment does not discourage the proliferation of urban sprawl shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality.

As demonstrated by the following analysis, the proposed LSCPA does not trigger any urban sprawl indicators, and adoption of this application will discourage the proliferation of urban sprawl within the Town of Lady Lake. All indicators are shown in normal font, while consistency statements are provided in **bold**.

I. Promotes, allows or designates for substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The requested SsCPA does not designate substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses. Single Family Medium Density allows up to 6 dwelling units per acre. This is generally not considered low density. When implemented via a PUD zoning, the Single-Family Medium Density FLU allows for limited multifamily and commercial uses, thus making a mixture of uses possible, though no commercial uses are planned for the specific PUD to which the subject properties are requested to be added.

The development to follow application approval will include a mixture of uses, including single-family detached homes, townhomes, recreational uses, open space, and multimodal connections to nonresidential uses planned for the corner of County Road 466 and Cherry Lake Road. This will ensure the requested SsCPA will not result in a single-use development.

II. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

The requested SsCPA does not promote, allow, or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas. The subject properties are proximate to Cherry Lake Road, Rolling Acres Road, and Arlington Avenue, all of which provide connectivity to County Road 466, US 441, and the surrounding region. The properties are also near various shopping options in the area. Development to follow this application's approval will include a new north-south multimodal connection between the project area and the approved commercial area at the intersection of County Road 466 and Cherry Lake Road.

The requested SsCPA also does not promote, allow, or designate land for urban development while leaping over undeveloped lands which are available and suitable for development. Land to the properties' west is largely developed as a part of The Villages. Land to the properties' north is within the Hammock Oaks PUD, which was approved by the Lady Lake Town Commission earlier this year. Land to the property's east is designated as part of the existing Reserve at

Hammock Oaks PUD, which these properties are proposed to become part of in a concurrently-submitted PUD alteration application. Thus, rather than leaping over undeveloped land, the properties are proximate to existing and approved development.

Furthermore, the development to follow approval of this SsCPA will be of similar character and density to that of the properties' surroundings, ensuring broad area compatibility.

III. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The requested SsCPA does not promote, allow, or designate significant amounts of urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments. While the Single-Family Medium Density FLU does not regulate built form, the proposed zoning of the properties subject to this application will ensure a master-planned development pattern that integrates itself with the surrounding area and offers public improvements to roadway infrastructure.

The size of the subject properties and the concurrent PUD application allow for a master planned community that does not perpetuate sprawl-style development patterns. Additionally, rather than being isolated, the development planned for the properties will be interconnected to adjacent properties through new roadways and multi-modal transportation options.

IV. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The requested SsCPA does not fail to adequately protect and conserve natural resources. An Environmental Resource Assessment for the Caudill properties has been conducted. These assessments found no protected plant species onsite, no wetlands onsite, and no indication of recognized environmental conditions onsite. An assessment of aerial imagery indicates there are no lakes, rivers, shorelines, beaches, bays, or estuarine systems on either property.

V. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

The requested SsCPA does not fail to adequately protect adjacent agricultural areas and activities. Land adjacent to the subject properties is designated with the Lake County Rural Future Land Use category. While this FLU category is meant to accommodate agricultural pursuits, it is also meant to protect rural lifestyles, as represented by single-family homes on large lots. If any adjacent properties contain agricultural activities, the proposed FLU category will not infringe on these activities, as they are protected by Florida's Right to Farm Act (Ch. 823.14, FS).

VI. Fails to maximize use of existing public facilities and services.

The requested SsCPA does not fail to maximize use of existing public facilities and services. Public utilities will serve the mixed-use development to the north of this project site. These public utilities will be extended to serve the project site at the developer's expense.

VII. Fails to maximize use of future public facilities and services.

The requested SsCPA does not fail to maximize use of future public facilities and services. Development to follow this request will connect to public facility infrastructure. All public utility infrastructure extensions and connections to come with development will be done at the expense of the developer.

VIII. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy, of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The requested SsCPA does not allow for land use patterns that disproportionately increase costs in time, money, and energy of providing and maintaining facilities and services.

Development to follow this application will improve the road network by providing additional connectivity between Cherry Lake Road and Rolling Acres Road. Development will also expand transportation options through the inclusion of a new multimodal corridor connecting the project area to planned nonresidential development at the corner of County Road 466 and Cherry Lake Road.

Finally, all necessary utility infrastructure for development of the Reserve at Hammock Oaks PUD will be provided at the expense of the developer, ensuring no increase in cost in money or energy for the Town of Lady Lake.

IX. Fails to provide a clear separation between rural and urban uses.

The requested SsCPA does not fail to provide a clear separation between rural and urban uses. Land to the properties' north share the Single-Family Medium Density FLU classification. The land to the properties' north is part of the approved Hammock Oaks PUD. Thus, the requested LSCPA continues an established pattern of residential development.

X. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The requested SsCPA neither discourages nor inhibits infill development, or the redevelopment of existing neighborhoods and communities. Instead, this request allows for residential development filling in an area between The Villages and multiple approved PUDs to the north.

XI. Fails to encourage a functional mix of uses.

The requested SsCPA does not fail to encourage a functional mix of uses. The Single-Family Medium Density FLU allows a functional mixture of uses when paired with PUD zoning. Development to follow application approval will include a functional mix of uses internally, with single-family detached houses, townhomes, recreation offerings, and open space provisions.

Additionally, development of the site to follow these applications' approvals will include a new connection between Cherry Lake Road and Rolling Acres Road, thus improving area mobility and encouraging a functional mix of uses on the area scale. A new multimodal connection between the project area and planned nonresidential development to the project's north will also improve area mobility by expanding transportation choice.

XII. Results in poor accessibility among linked or related land uses.

The requested SsCPA does not result in poor accessibility among linked or related land uses.

Instead, the development made possible by this SsCPA will result in improved accessibility between linked or related land uses in the area by providing a new connection between Cherry Lake Road and Rolling Acres Road and a new multimodal connection from the properties to planned nonresidential development to the north, at the intersection of County Road 466 and Cherry Lake Road.

XIII. Results in the loss of significant amounts of functional open space.

The requested SsCPA does not result in the loss of significant amounts of functional open space. The properties subject to this application are privately owned and do not currently serve as public open space.

In addition to the thirteen (13) indicators of urban sprawl, Florida Statutes section 163.3177(6)(a)9.b identifies eight (8) development pattern or urban form criteria. If four (4) or more of those criteria are met, the presumption is that the amendment discourages urban sprawl. The proposed amendment and corresponding development are found to meet the following four (4) criteria as identified in §163.3177(6)(a)9.b.(I), (II), (III), and (VI).

Sec. 163.3177(6)(a)9.b(I): Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The development pattern made possible by this SsCPA request will locate development in a geographic area of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems. Listed Species Reports and Phase I Environmental Site Assessment Reports of both properties have been conducted. These assessments found no protected plant species onsite, no wetlands onsite, and no indication of recognized environmental conditions onsite.

Sec. 163.3177(6)(a)9.b(II): Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The requested SsCPA will promote the efficient and cost-effective provision and extension of public infrastructure and services. Utility infrastructure will be extended to the subject properties from the approved development to their north at the expense of the developer. Additionally, development will include a new east-west connection between Cherry Lake Road and Rolling Acres Road and a multimodal path running parallel to Cherry Lake Road, connecting the project site to County Road 466.

Sec. 163.3177(6)(a)9.b.(III): Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The development pattern made possible by this SsCPA request will promote connectivity, support a range of housing choices, and support a multimodal transportation system.

The development to follow this SsCPA will:

- **Promote connectivity by providing a new east-west connection between Cherry Lake Road and Rolling Acres Road, as well as new interconnections with the Hammock Oaks development to the properties' north;**
- **Support a range of housing choices through the provision of single-family homes, townhouses, and age-restricted housing; and**
- **Support a multimodal transportation system via the inclusion of a planned multimodal path to run parallel to Cherry Lake Road.**

Sec. 163.3177(6)(a)9.b.(VI): Preserves open space and natural lands and provides for public open space and recreation needs.

The properties subject to this application are neither public open space nor natural land, and do not serve public open space or recreational needs. Both properties are currently utilized for limited agricultural and homesteading purposes. With approval of this SsCPA, as well as its concurrent annexation and rezoning applications, this land serving limited public use will help the Town of Lady Lake proactively meet its housing demand, as well as provide improvements to Town utility infrastructure. Additionally, development of the PUD will include open space amenities for residents.

Caudill Property
Lake County Parcels #30-18-24-0003-000-03500, 01201, 02600
Natural Resource and Listed Species Assessment

October 18, 2023

1.0 Introduction

This report documents the results of a natural resource assessment and listed species survey conducted on September 12, 2023, by CHW Ecological Services Group for Caudill Property (Project). The Project totals approximately 24 acres and is in Section 30, Township 18 South, and Range 24 East, Lake County, Florida identified by parcel identification numbers 30-18-24-0003-000-03500, 30-18-24-0003-000-01201, and 30-18-24-0003-000-02600 (Exhibit 1). The Project is composed of a single-family residence and open pastureland (Exhibit 2). Existing habitat and land uses surrounding the Project include pasture to the north, single-family residences and pasture to the east, and Lake Ella Road to the south.

2.0 Land Use and Land Cover

The vegetation and land use mapping for the Project was conducted using Florida Department of Transportation 2020 color rectified aerials. Ground truthing to map the vegetative communities was conducted on September 12th, 2023, utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) Levels III (Florida Department of Transportation 1999). AutoCAD Map 3D 2022 software was used to determine the acreage of each mapping area, produce summaries, and generate the FLUCFCS map for the Project.

Two vegetative associations/land uses (i.e., FLUCFCS codes) were identified on the Project (Exhibit 3). Table 1 summarizes the FLUCFCS acreages and a description of each FLUCFCS code is provided below.

Table 1. FLUCFCS Descriptions

FLUCFCS Code	FLUCFCS Description	Acres ±	% of Total
110	Residential, Low Density	0.59	2.5
210	Improved Pastures	23.44	97.5
	Total	**24.03**	**100**

Residential Low Density (FLUCFCS Code 110)

The canopy of this upland land use includes laurel oak (*Quercus laurifolia*), southern magnolia (*Magnolia grandiflora*), and live oak (*Quercus virginiana*). The subcanopy of this habitat type is open. The groundcover includes bahiagrass (*Paspalum notatum*) and bermudagrass (*Cynodon dactylon*).

Improved Pastures (FLUCFCS Code 210)

The canopy of this upland habitat is open but includes widely scattered live oak, sand live oak (*Quercus geminata*), laurel oak, winged sumac (*Rhus copallinum*), and southern magnolia. The subcanopy includes toothache tree (*Zanthoxylum clava-herculis*), scrub oak (*Quercus inopina*), and winged sumac. The ground cover is dominated by bahaigrass and bermudagrass but also includes beautyberry (*Callicarpa americana*), pokeweed (*Phytolacca americana*), and devil's walkingstick (*Aralia spinosa*).

2.1 Lake County Code of Ordinances for Protected Communities

Lake County Code of Ordinances Chapter VI Resource Protection identifies seven naturally occurring upland communities that are considered rare and endangered and in need of additional protection. (Table 2).

Table 2. Lake County Protected Upland Communities

Natural Upland Community	FLUCFCS Code
Palmetto Prairie	321
Pine Flatwoods	411
Longleaf Pine/Xeric Oak	412
Sand Pine Scrub	413
Pine, Oak, and Hickory	423
Temperate Hardwoods	425
Xeric Hammock	427

No Lake County protected rare and endangered natural upland communities were documented on the Project site as described in the resource protection standards in Chapter VI Section 6.03.00 of the Lake County Code of Ordinances. Habitats have been altered by historical clearing and are located in a landscape bisected by a network of roads and site improvements for both residential and agricultural purposes.

3.0 Soils

The Natural Resources Conservation Service (NRCS) soils map describes four soil types as occurring on the Project site (Exhibit 4). Table 3 summarizes the Project's mapped soil units and their hydric status. There are no hydric soil types mapped on the Project. Mapped soil types are consistent with upland pastureland communities.

Table 3. Summary of Soils on the Project Site

Map Unit	Soil Description	Hydric Rating
6	Apopka sand, 5 to 12 percent slopes	No
8	Candler sand, 0 to 5 percent slopes	No
9	Candler sand, 5 to 12 percent slopes	No
25	Kendrick sand, 5 to 8 percent slopes	No

4.0 Listed Species

Lake County, Florida Code of Ordinances defines Designated Species as "Species that have been designated at the Federal or State level as endangered, threatened, or species of special concern" in Appendix E – Land Development Regulations Chapter II Definitions. Furthermore, the Code of Ordinances section 6.03.00 – 6.04.00 outlines protections and recommends management activities for designated species found on the Project site either occurring by themselves or especially if a designated species is associated with rare and endangered uplands. A literature review and field survey were conducted to determine if the Project site was being utilized by state or federally listed species as identified by the Florida Fish and Wildlife Conservation Commission (FWCC) and the U.S. Fish and Wildlife Service (USFWS) as endangered or threatened. In addition, the Project site was surveyed for plant species listed by the Florida Department of Agriculture and Consumer Services (FDACS) and the USFWS as endangered, threatened, or commercially exploited.

4.1 Methods

A literature review involved an examination of available information on Federal and State listed species in the Project's geographical region. The literature sources reviewed included the FWCC's Florida's Endangered and Threatened Species (2021); Florida Atlas of Breeding Sites for Herons and Their Allies (Runde et al. 1991); National Bald Eagle Management Guidelines (USFWS 2007); the Audubon Eagle Watch database of bald eagle (*Haliaeetus leucocephalus*) nest locations; and GIS records of occurrence database information from the USFWS and the FWCC.

The field survey was conducted on September 12th, 2023, during daylight hours by qualified ecologists walking parallel belt transects across the Project site. Transects were oriented north south and spaced at approximately 75-foot intervals to ensure that sufficient visual coverage of ground and flora were obtained, Exhibit 5. At regular intervals, the ecologists stopped, remained quiet, and listened for wildlife vocalizations. The survey was conducted with the aid of 8x power binoculars. Weather conditions in the pedestrian transects during the survey included temperatures in the mid-80s, clear skies, and no precipitation.

4.2 Results

No listed/designated species were observed on the Project site, furthermore, database information from the USFWS and FWCC regarding listed species revealed that documented occurrences were outside of the Project site and their associated buffers.

According to the Audubon Eagle Watch and FWCC databases, the closest bald eagle nest (LA-157) is located approximately 1.8 miles southeast of the Project (Exhibit 6). This distance is beyond the FWCC and the USFWS recommended 660-foot buffer protection zone for active and alternate bald eagle nests. The bald eagle was delisted under the federal Endangered Species Act in 2007, but it is still protected under the Bald and Golden Eagle Protection Act.

The Florida Atlas of Breeding Sites for Herons and Their Allies (Runde et al. 1991) and the FWCC database were referenced for the locations of breeding colonies for both listed and non-listed wading birds including, but not limited to, snowy egret (*Egretta thula*), roseate spoonbill (*Ajaia*

ajaja), little blue heron (*Egretta caerulea*), and tri-colored heron (*Egretta tricolor*). The FWCC information is current through 1999. According to these sources, a rookery exists approximately 4.8 miles southeast of the Project (Exhibit 6) which is beyond the FWC's recommended 250-foot buffer.

The Project lies within the USFWS Consultation Area for the Florida scrub jay (Exhibit 7) but is located outside of the current known range for this species. Historic community types on and adjacent to the Project have been replaced by pastureland. No preferred scrub oak habitat was observed on the project site.

The Project lies within the USFWS Consultation area for the Florida sand skink (Exhibit 8). The elevation and soil types for the Project site are consistent with sand skink habitat as described by USFWS Species Conservation and Consultation Guide (USFWS 2020) (Exhibit 9). However no suitable sand skink habitat is present on the Project site due to the lack of open areas of sand, dense bahiagrass, and compacted terrain found throughout. It is CHW's professional opinion that the Project site is unsuitable and creates un-swimmable conditions for sand skinks.

5.0 Summary

On September 12th, 2023, CHW ecologists conducted Project habitat mapping and survey for threatened and endangered species. The Project is composed entirely of uplands altered for pastureland and residential use. The surrounding landscape is dominated by pastureland and bisected by roads and residential use. No rare or endangered natural upland community types outlined by Lake County Code of Ordinances were identified. Based on field reconnaissance and a review of agency databases, no Federal or state listed species were observed or have been reported on the Project site.

6.0 References

Florida Fish and Wildlife Conservation Commission. 2022. Florida's Endangered and Threatened Species. Official Lists, Bureau of Non-Game Wildlife, Division of Wildlife.

Runde, D.E., J.A. Gore, J.A. Hovis, M.S. Robson, and P.D. Southall. 1991. Florida Atlas of Breeding Sites for Herons and Their Allies, Update 1986 - 1989. Nongame Wildlife Program Technical Report No. 10. Florida Game and Fresh Water Fish Commission, Tallahassee, Florida. E6-5

U.S. Fish and Wildlife Service. 2007. National Bald Eagle Management Guidelines.

U.S. Fish and Wildlife Service. 2020. Species Conservation and Consultation Guide. Sand Skink

AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
1283931	VALDEZ ANITA F TRUSTEE	300 LAKE ELLA RD	FRUITLAND PARK	FL	34731-1909
2697105	CALVARY CHAPEL INC	PO BOX 280	LADY LAKE	FL	32158-0280
1283426	CURRY JANET M LIFE ESTATE	37041 COUNTRY CHARM DR	FRUITLAND PARK	FL	34731
1283434	HOWARD CHRISTOPHER M & JUNE C	37235 COUNTRY CHARM DR	FRUITLAND PARK	FL	34731-5101
1283582	O'DELL JOSEPH H	PO BOX 398	WILDWOOD	FL	34785-0398
1771510	CAUDILL DAVID M	403 LAKE ELLA RD	FRUITLAND PARK	FL	34731
2917041	BRADY JANE E	243 LAKE ELLA RD	FRUITLAND PARK	FL	34731
3801541	MANNING KAMEN Z &	303 S OAKLAND AVE	MINNEOLA	FL	34715

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159
(352) 751-1500 FAX (352) 751-1510 www.ladylake.org

February 26, 2024

RE: **Notification Letter**
Annexation Ordinance 2024-03, Small Scale Comprehensive Plan Amendment Ordinance 2024-04, and Rezoning Ordinance 2024-05

Dear Property Owner:

This is to notify you that applications have been filed with the Town of Lady Lake, by Craig Brashier of CHW, Inc, on behalf of David M Caudill Life Estate, to annex, rezone, and amend the future land use designation of three properties located on the north side of Lake Ella Road approximately 350 linear feet west of Micro Racetrack Road. The annexation and small-scale comprehensive plan amendment applications involve 24.02 acres of property from unincorporated Lake County into the Town of Lady Lake. The proposed small-scale comprehensive plan amendment is to change the future land use designation from Lake County Rural Density to Lady Lake Single Family Medium Density (SF-MD) and rezone from Lake County Agricultural (A) to Lady Lake Planned Unit Development (PUD).

The applicant is also seeking to amend the existing Planned Unit Development (PUD) boundary to include the aforementioned 24.02 acres of property, bringing the total acreage with the PUD boundary to 296.26 acres.

Public hearing dates on the petitions are now scheduled for the following dates:

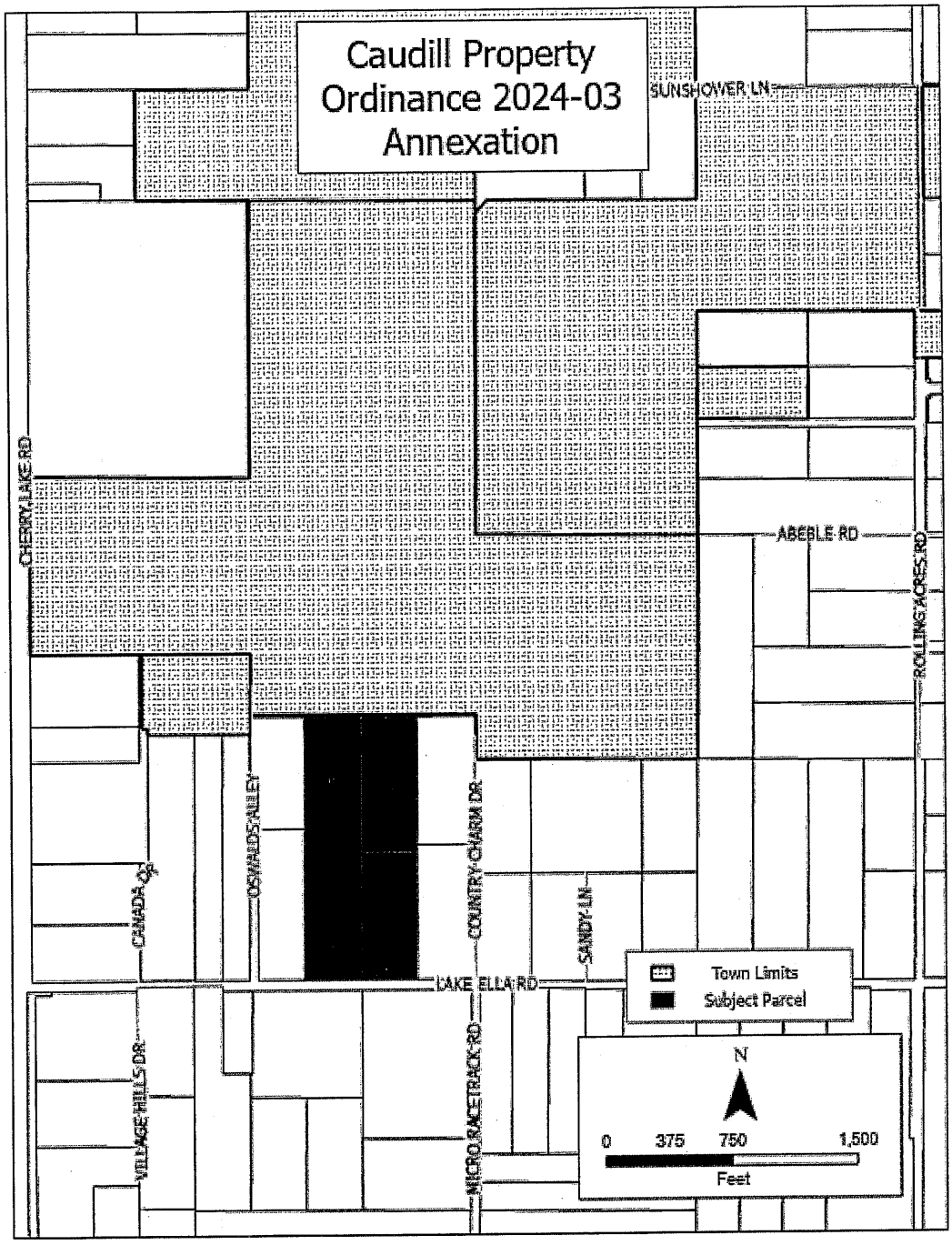
PLANNING AND ZONING BOARD -	Monday, March 11, 2024 at 5:30 p.m.
LOCAL PLANNING AGENCY –	Monday, April 1, 2024 at 5:30 p.m.
TOWN COMMISSION MEETING -	Monday, April 1, 2024 at 6:00 p.m.
TOWN COMMISSION MEETING-	Monday, April 15, 2024 at 6:00 p.m.

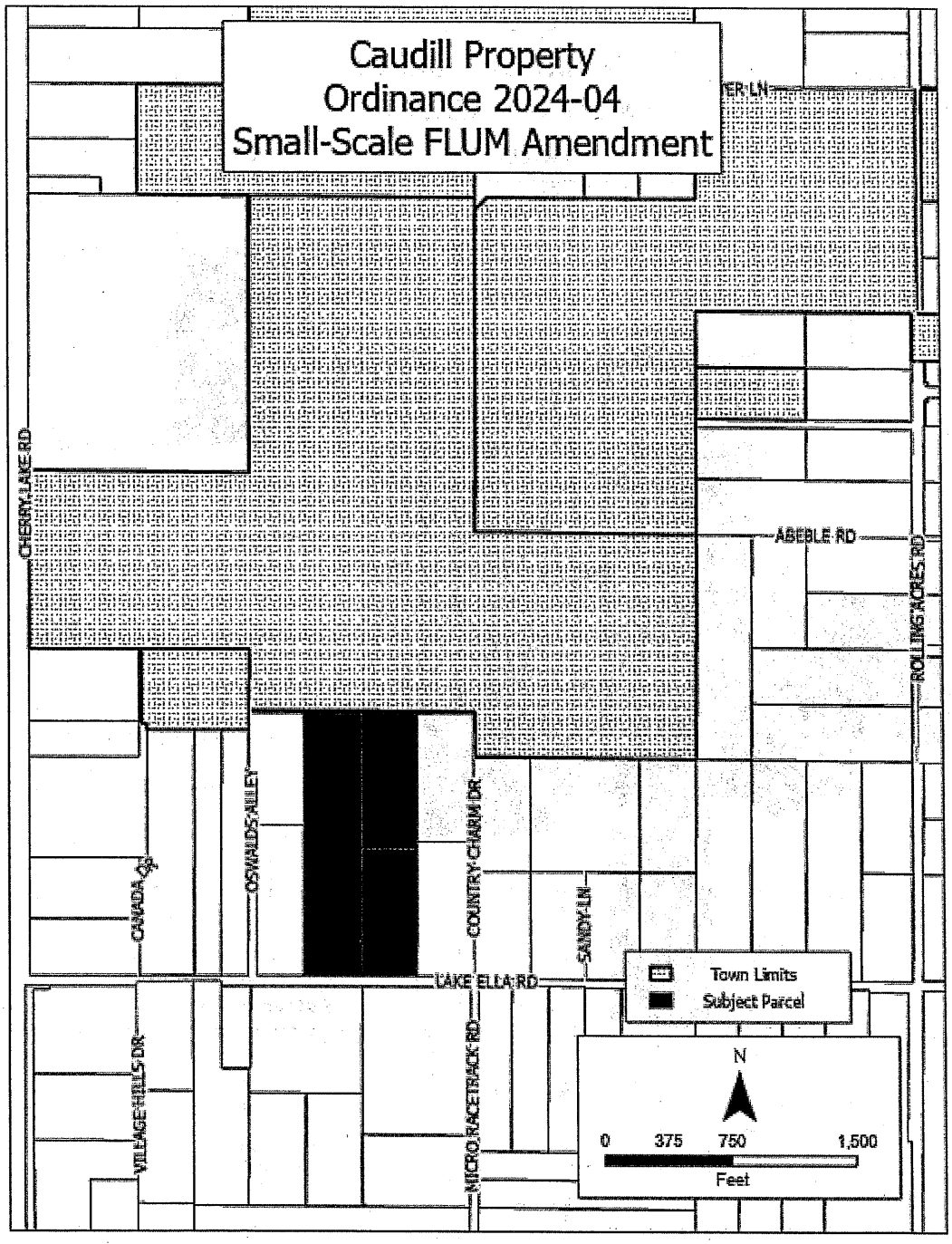
You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1511 or via email at planning@ladylake.org.

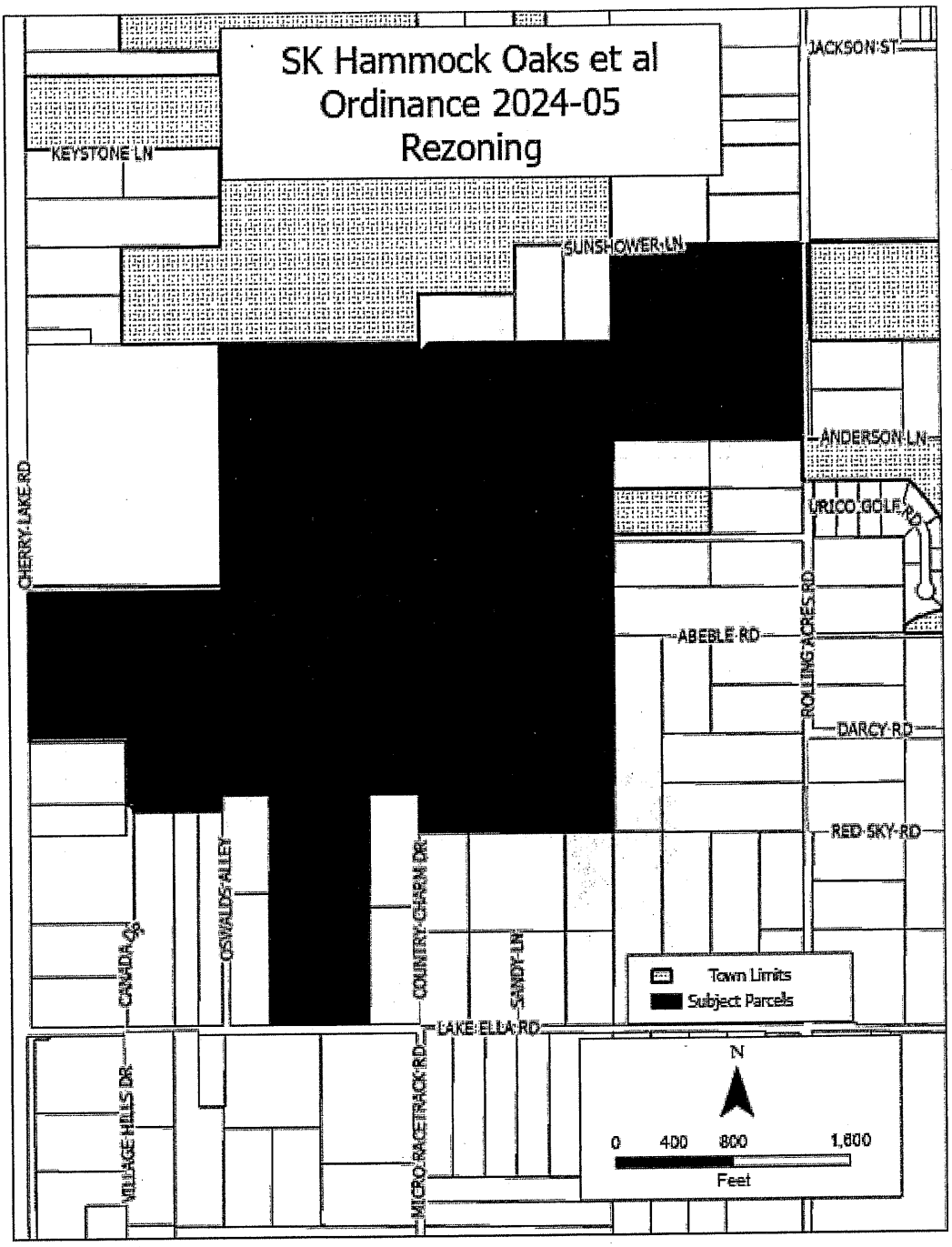
Sincerely,

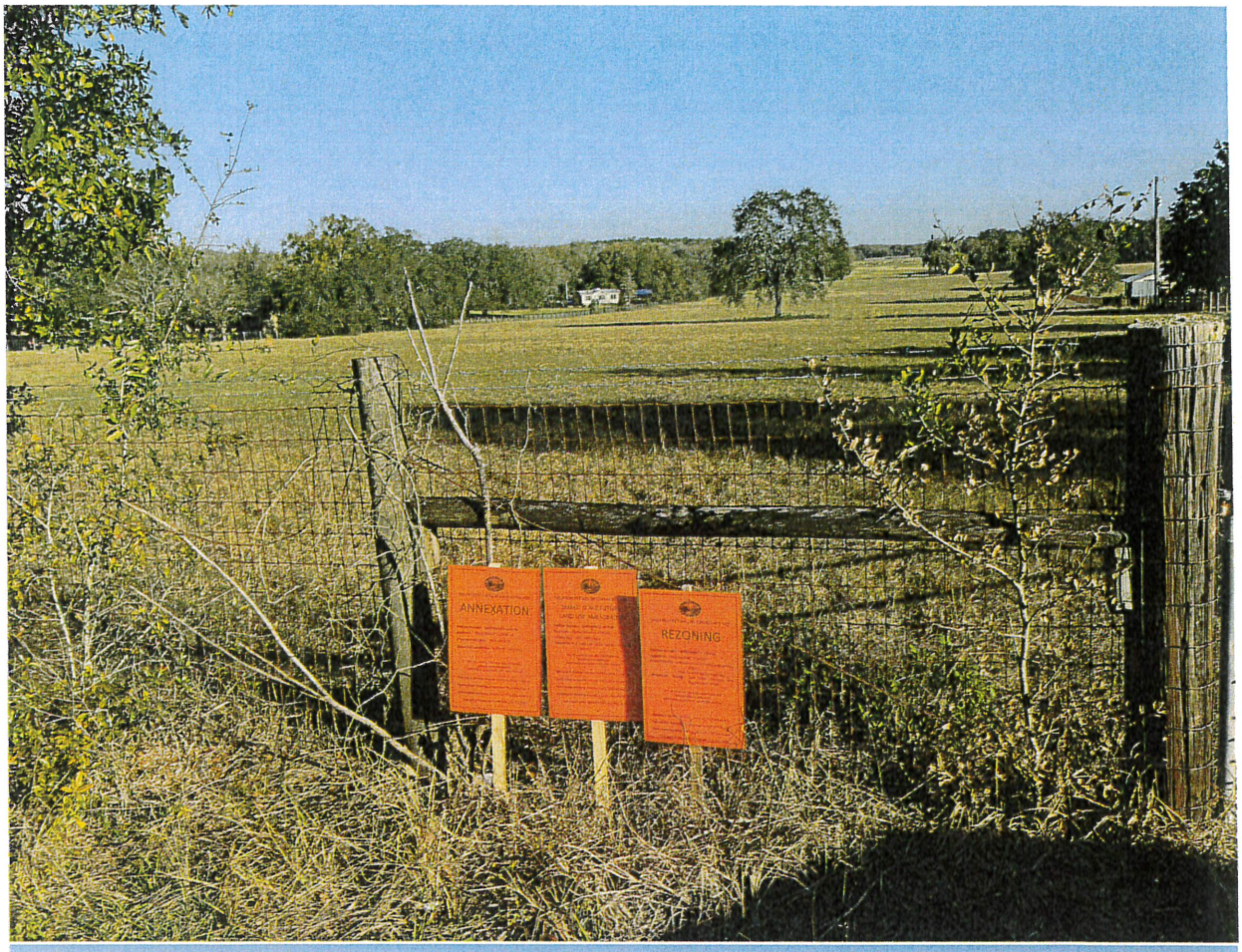
Rebecca Schneider
Senior Town Planner

LOCATION MAPS




Caudill Property
Ordinance 2024-04
Small-Scale FLUM Amendment
CHERRY LAKE RD
ABEBLE RD
ROLLING ACRES RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcel
N
0
375
750
1,500
Feet


SK Hammock Oaks et al
Ordinance 2024-05
Rezoning
JACKSON ST
KEYSTONE LN
SUNSHOWER LN
ANDERSON LN
URICO GOLF RD
CHERRY LAKE RD
ABEBLE RD
ROLLING ACRES RD
DARCY RD
RED SKY RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA DR
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcels
N
0 400 800 1,600
Feet


ANNEXATION
REZONING


ANNEXATION
REZONING

TOWN COMMISSION MEETING AGENDA ITEM
TOWN OF LADY LAKE, FLORIDA

AGENDA ITEM TITLE

Ordinance 2024-05 — First Reading - Rezoning — Caudill/SK Hammock Oaks, LLC — Change the zoning designation for certain properties being approximately 296 acres owned by David M. Caudill, David M. Caudill Life Estate, and SK Hammock Oaks, LLC, located south of Highway 466, north of Lake Ella Road, and east of Cherry Lake Road in Lake County, Florida from Lake County Agricultural (A) and Lady Lake Planned Unit Development (PUD) to Lady Lake Planned Unit Development (PUD) (Thad Carroll)

AGENDA ITEM ID

2024048

DEPARTMENT

Growth Management

SUMMARY

STAFF RECOMMENDED MOTION

Staff recommend approval of Ordinance 2024-05.

SUMMARY

On Thursday, February 15, 2024, applications were filed with the Town of Lady Lake by Craig Brashier of CHW, LLC, on behalf of property owners David M. Caudill, David M. Caudill Life Estate, and SK Hammock Oaks, LLC to amend the zoning classification for 296 acres owned by David M. Caudill, David M. Caudill Life Estate, and SK Hammock Oaks, LLC. The application was filed to rezone the subject property from Lake County Agricultural (A) and Lady Lake Planned Unit Development (PUD) to Lady Lake Planned Unit Development (PUD).
The proposed memorandum of agreement, which stipulates the allowable uses of the property, is included with Ordinance 2024-05. The ordinance will amend the boundaries of the approved The Reserve at Hammock Oaks PUD by removing approximately 57 acres east of Rolling Acres Boulevard and adding approximately 24 acres that connect to Lake Ella Road. Uses within the PUD will include market-rate and age-restricted single-family detached units, townhome or villa units, and a non-residential component. The overall development density is proposed at 3.7 dwelling units per acre accounting for 1,105 dwelling units. The prior PUD entitlements under Ordinance 2022-13 provided for 4 dwelling units per acre totaling 1,320 units.
The Project shall be served by the Town's central water and sewer systems, and the Property Owner shall be responsible for the cost of all off-site and on-site installation of the water and sewer improvements. The developer shall be responsible for the cost and installation of any required on-site and off-site infrastructure improvements necessitated by the impact of the project. The developer shall comply with all Lady Lake and Lake County access management requirements.

The traffic study submitted by Traffic & Mobility Consultants concluded the following regarding The Reserve at Hammock Oaks, a project consisting of 769 single-family dwelling units, 158 multifamily units (townhomes), and 105 senior housing dwelling units:

1. The proposed development is projected to generate 8,132 external daily trips, of which 589 trips occur during the AM peak hour and 810 trips occur during the PM peak hour.
2. Analysis of the roadway segments reveals that all the roadway segments within the study area are projected to continue to operate within their adopted capacities at the buildout year.
3. Analysis of the study intersection capacity reveals that the signalized intersections of CR 466 & Rolling Acres Road and Rolling Acres Road & US 441 / US 27 are currently operating above the adopted LOS.
4. The projected conditions indicate that the intersections of CR 466 & Rolling Acres Road, CR 466 & US 441 / US 27, Rolling Acres Road & US 441 / US 27, and Micro Racetrack Road & Lake Ella Road are projected to operate above the adopted LOS.
5. US 441 / US 27 from Lake Ella Road to Avenida Central is currently under construction to be widened to 6 lanes.
6. With additional eastbound and westbound left turn lanes to be constructed and signal retiming, it is anticipated that CR 466 & Rolling Acres Road will operate at acceptable LOS.
7. CR 466 & US 441 / US 27 is part of the ongoing US 441 / US 27 widening project. With 3- lanes in the northbound and southbound approaches, the intersection is projected to operate at acceptable LOS.
8. Rolling Acres Road & US 441 / US 27 is part of the ongoing US 441 / US 27 widening project. With 3-lanes in the eastbound and westbound approaches on US 441 / US 27 and signal retiming, it is anticipated that Rolling Acres Road & US 441 / US 27 will operate at acceptable LOS.
9. Micro Racetrack Road & Lake Ella Road requires a traffic signal installation and additional westbound left turn lane to operate at an acceptable LOS.
10. The project access driveways are projected to operate at an adequate LOS.
11. The access driveway on Lake Ella Road should be improved with a 425-foot westbound right turn lane.
12. The project's estimated proportionate share percentage for adding second eastbound and westbound left turn lanes at CR 466 and Rolling Acres Road, and signalizing Lake Ella Road and Micro Racetrack Road with auxiliary westbound left turn lane are 100% and 15.82%, respectively.

The subject property is located in Section 30, Township 18 South, Range 24 East, in Lake County, Florida. The appropriate legal description, a location map, and a sketch of the property was included with the submitted application.

Zoning Designation of Adjacent Properties

North	Lady Lake Planned Unit Development (PUD)
East	Cherry Lake Road ROW/ Lake County Agriculture (A)
South	Lake Ella Road ROW/ Lake County Agriculture (A)
West	Rolling Acres Road ROW/ Lake County Agricultural (A)

The existing zoning designation is Lake County Agriculture (A) and Lady Lake Planned Unit Development (PUD). The proposed zoning designation is Lady Lake Planned Unit Development (PUD). The PUD designation is consistent with adjacent properties to the north that are presently in the Town of Lady Lake's jurisdiction.

The rezoning application has been reviewed and determined to be complete, satisfying the necessary criteria as required for rezoning. The application was found to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan and is ready for consideration by the Town Commission.

Staff mailed notices to inform the surrounding 40 property owners in Lake County and 18 property owners in Sumter County within 150 feet of the property on Monday, February 26, 2024. The properties were posted on Tuesday, February 27, 2024.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDING

Not applicable.

FUNDING ACCOUNT

Not applicable.

PAST ACTIONS

The Technical Review Committee found that Ordinance 2024-05 was ready for transmittal to the Planning and Zoning Board.
At the March 11, 2024 meeting, the Planning and Zoning Board voted 3-1 to forward Ordinance 2024-05 to the Town Commission with the recommendation of approval.

PUBLIC HEARINGS

The second and final reading of Ordinance 2024-05 is scheduled for Monday, April 15, 2024, at 6 p.m

Backup material for this agenda item includes:

1. Ordinance 2024-05 - Rezoning Caudell
2. Rezoning Caudell Supporting

DRAFT ORDINANCE 2024-05
TOWN OF LADY LAKE, FLORIDA

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTIES BEING APPROXIMATELY 296 ACRES OWNED BY DAVID M CAUDILL LIFE ESTATE, DAVID M CAUDILL, AND SK HAMMOCK OAKS, LLC; LOCATED SOUTH OF COUNTY ROAD 466, NORTH OF LAKE ELLA ROAD, AND EAST OF CHERRY LAKE ROAD IN LAKE COUNTY, FLORIDA; REZONING SUBJECT PROPERTY FROM LAKE COUNTY AGRICULTURE (A) AND TOWN OF LADY LAKE PLANNED UNIT DEVELOPMENT (PUD) TO TOWN OF LADY LAKE PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance 91-21) pursuant to the requirements of Chapter 163, Part H, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part 2, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on August 15, 1994, the Town of Lady Lake adopted the Land Development Regulations (LDRs) of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part 2, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider a proposed amendment to the Official Zoning Map and determined that said amendment as proposed is consistent with the Town of Lady Lake Comprehensive Plan and meets the requirements of the Town of Lady Lake Land Development Regulations.

THEREFORE, BE IT ORDAINED, and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida:

SECTION 1: Petition

Based upon the petition of certain landowners of property, which is located in Lady Lake, Florida, and described in Exhibit “A” hereto, a request has been made that the property be zoned “Residential Planned Unit Development” (PUD), entitled to the uses set forth in the Memorandum of Agreement attached as Exhibit “B” to be developed in substantial accordance with the Conceptual Plan, attached hereto as Exhibit “C”.

Said petition has been approved by the Town Commission of the Town of Lady Lake in

accordance with the Town of Lady Lake Comprehensive Plan, the Land Development Regulations of the Town of Lady Lake, the Charter of the Town of Lady Lake, and the Florida Statutes. The property described in Exhibit "A" hereto is hereby zoned "Residential Planned Unit Development" (PUD).

SECTION 2: Severability

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3: Effective Date

This ordinance shall become effective immediately upon its passage by the Town Commission, except as limited by the provisions of Section 171.06, Florida Statutes, as said provisions pertain to newly annexed property and the final adoption of a Comprehensive Plan Amendment by the Town Commission.

PASSED AND ORDAINED by the Town Commission of the Town of Lady Lake, Florida, this 15th day of February 2024.

TOWN OF LADY LAKE

_____

Ed Freeman, Mayor

Attest:

_____

Nancy Wilson, Town Clerk

Approved as to form:

_____

Derek Schroth, Town Attorney

EXHIBIT A — Legal Description and Map

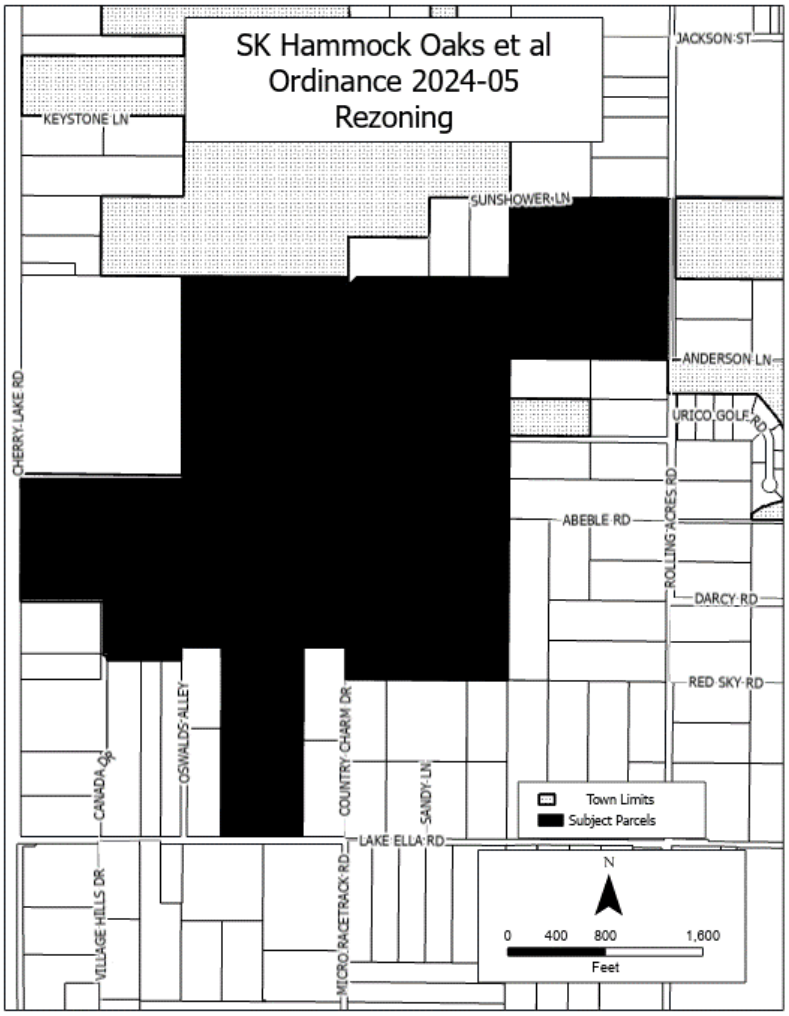
LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SAID SECTION 30, THENCE N 89°49'34" W, ALONG THE N LINE OF SAID SECTION 30, A DISTANCE OF 40.00 FT TO THE WESTERLY ROW LINE OF ROLLING ACRES ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES) AND TO THE POINT OF BEGINNING; THENCE SOUTH 0°13'17" WEST, ALONG SAID WESTERLY ROW LINE, A DISTANCE OF 1325.95 FT TO THE S LINE OF THE NET 1/4 OF THE NE 1/4 OF SAID SECTION 30 ; THENCE N 89°47'00" W, ALONG THE S LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 30, A DISTANCE OF 1289.47 FT TO THE NE CORNER OF SW ¼ OF NE 1/4 OF SAID SECTION 30 ; THENCE S 0°17'21" W ALONG THE E LINE OF SW 1/4 OF NE 1/4 OF SAID SECTION 30, A DISTANCE OF 1326.23 FT TO THE NE CORNER OF NW 1/4 OF SE 1/4 OF SAID SECTION 30 ; THENCE S 0°25'13" W, ALONG THE E LINE OF NW 1/4 OF SE 1/4 OF SAID SECTION 30, A DISTANCE OF 1324.90 FT TO THE SE CORNER OF NW 1/4 OF SE 1/4 OF SAID SECTION 30 ; THENCE N 89°41'22" W, ALONG THE S LINE OF NW 1/4 OF SE 1/4 OF SAID SECTION 30 , A DISTANCE OF 1330.60 FT TO THE SW CORNER OF NW 1/4 OF SE 1/4 OF SAID SECTION 30 ; THENCE N 0°22'50" E, ALONG THE W LINE OF NW 1/4 OF SE 1/4 OF SAID SECTION 30, A DISTANCE OF 264.01 FT TO THE NE CORNER OF THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE N 89°45'50" W, ALONG THE N LINE OF THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30 , A DISTANCE OF 344.03 FT TO THE NE CORNER OF THE W 330 FT OF THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE S 0°19'15" W, ALONG THE E LINE OF THE W 330 FT THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30 AND ALONG THE E LINE OF THE W 330 FT OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 30 , A DISTANCE OF 1553.95 FT TO THE N ROW LINE OF LAKE ELLA ROAD (HAVING A RIGHT OF WAY WIDTH OF 66 FEET); THENCE N 89°47'00" W, ALONG SAID N ROW LINE, A DISTANCE OF 672.21 FT TO THE E LINE OF THE W 330 FT OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE N 0°15'33" E, ALONG THE E LINE OF THE W 330 FT OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 30 AND ALONG THE E LINE OF THE W 330 FT OF THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30, A DISTANCE OF 1554.18 FT TO THE NE CORNER OF THE E 330 FT THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE N 89°45'50" WEST, ALONG THE N LINE OF THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30 , A DISTANCE OF 330.00 FT TO THE NW CORNER OF THE S 264 FT OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE S 0°15'33" W, A DISTANCE OF 105.23 FT; THENCE N 89°45'21" W, A DISTANCE OF 609.99 FT; THENCE N 0°14'10" E, A DISTANCE OF 36.00 FT; THENCE N 89°45'50" W, A DISTANCE OF 6.19 FT TO THE E LINE OF THE W 50 FT OF THE S 198 FT OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE N 0°21'49" E, ALONG THE E LINE OF THE W 50 FT OF THE S 198 FT OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 30 , A DISTANCE OF 3.63 FT TO THE NE CORNER OF THE W 50 FT OF THE S 198 FT OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE N 89°43'05" W, ALONG THE N LINE OF THE W 50 FT OF THE S 198 FT OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 30, A DISTANCE OF 23.82 FT; THENCE N 0°13'41" E, A DISTANCE OF 464.17 FT TO THE S LINE OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 30 ; THENCE N 89°44'32" W, ALONG THE S LINE OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 30, A DISTANCE OF 679.42 FT TO THE E ROW LINE OF CHERRY LAKE ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES);

THENCE N 0°12'50" E, ALONG SAID E ROW LINE, A DISTANCE OF 662.23 FT; THENCE N 0°03'55" E, ALONG SAID E ROW LINE, A DISTANCE OF 331.54 FT TO THE N LINE OF THE S 1/4 OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 30 ; THENCE S 89°43'08" E, ALONG THE N LINE OF THE S 1/4 OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 30 , A DISTANCE OF 1323.38 FT TO THE NE CORNER OF THE S 1/4 OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 30 ; THENCE N 0°13'54" E, ALONG THE W LINE OF THE S 3/4 OF THE E 1/2 OF NW 1/4 OF SAID SECTION 30, A DISTANCE OF 1655.67 FT TO THE NW CORNER OF THE S 3/4 OF THE E 1/2 OF NW 1/4 OF SAID SECTION 30 ; THENCE S 89°44'35" E, A DISTANCE OF 1353.09 FT TO THE N LINE OF THE S 3/4 OF THE E 1/2 OF NW 1/4 OF SAID SECTION 30 TO THE NE CORNER OF THE S 3/4 OF THE E 1/2 OF NW 1/4 OF SAID SECTION 30 ; THENCE S 0°23'04" W, ALONG THE W LINE THE S 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 30, A DISTANCE OF 74.77 FT; THENCE N 45°22'18" E, A DISTANCE OF 106.09 FT TO THE N LINE THE S 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 30; THENCE S 89°49'05" E, ALONG THE N LINE THE S 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 30, A DISTANCE OF 1253.48 FT TO THE NE CORNER THE S 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 30; THENCE N 0°17'52" E, ALONG THE W LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 30, A DISTANCE OF 662.27 FT TO THE NW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 30 ; THENCE S 89°49'34" E, ALONG THE N LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 30, A DISTANCE OF 1287.71 FT TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAIN: 296.262 ACRES, MORE OR LESS.


SK Hammock Oaks et al
Ordinance 2024-05
Rezoning
JACKSON ST
KEYSTONE LN
SUNSHOWER LN
ANDERSON LN
CHERRY LAKE RD
URICO GOLF RD
ROLLING ACRES RD
ABEBLE RD
DARCY RD
RED SKY RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA CT
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcels
N
0 400 800 1,600
Feet

1

EXHIBIT "B" — MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is dated the _____ day of _____, 2024 between the Town of Lady Lake, Florida (hereinafter the "Town") and David M Caudill Life Estate and SK Hammock Oaks, LLC.

RECITALS

1. David M Caudill Life Estate and SK Hammock Oaks, LLC are the owners of certain real property in Lady Lake, Florida as described in the legal description and depicted in the proposed Conceptual Plan attached hereto (hereinafter the "Property"). The portion of this property owned by David Caudill depicted and described in the legal description and the proposed Conceptual Plan is currently within the boundaries of Lake County and zoned Agriculture. The portion of this property owned by SK Hammock Oaks, LLC depicted and described in the legal description and the proposed Conceptual Plan is currently within the boundaries of the Town of Lady Lake and zoned Planned Unit Development (PUD).
2. The property described in the legal description and depicted in the attached map is hereinafter referred to as the "Property".
3. The owners of the property currently located within the boundaries of Lake County have applied for voluntary annexation into the Town of Lady Lake.
4. The applicants wish to rezone the real property as described in the legal description and depicted in the attached map to PUD (Town of Lady Lake).
5. At this time, the parties wish to enter into a Memorandum of Agreement pursuant to the provisions of Chapter 5, Section 4.o. of the Town's Land Development Regulations.

NOW, THEREFORE, in recognition of the foregoing, the parties agree to the following terms and conditions as part of the proposed PUD zoning for the Property:

Permitted Uses: Single-family detached units (platted and non-platted), age-restricted single-family detached units, townhomes, and single-family attached / villas. The maximum number of residential units within the development will not exceed 1,320 units consisting of 770 single-family detached units and 550 townhomes / villas. Residential types can be exchanged as long as the maximum number of vehicle trips do not exceed 8,132 AADT. Non-residential uses may include on-site day care facilities, convenience stores, personal services, and amenity facilities, including mini-storage warehouses, and outdoor storage for autos, boats, and/or RVs for use of the development's residents only, Open Space uses permitted throughout the Property may consist of buffers, stormwater management facilities, amenity area and center (including buildings, hardscape, and

Commented [A1]: Current concept plan has 751 Single-Family units and 514 Townhomes. Is this breakdown still acceptable?

Commented [A2]: Verify this number has not changed with any updates Ayman has made to address review comments.

landscape) recreational amenities, and trails.

Design, Development, and Setback Standards:

a. Single-family Detached Units: 40 ft. Lots, 50 ft. Lots, and 60 ft. Lots

(Unplatted single-family detached units shall be consistent with the Florida Building Code requirements for building separation)

40 ft. Lots

Minimum Lot Area: 4,000 sq. ft.
Minimum Lot Width: 40 ft.
Maximum ISR 65%
Minimum Front Setback: 15 ft.
Minimum Rear Setback: 15 ft.
Minimum Side Setback: 5 ft.
Maximum Building Height: 35 ft.

50 ft. Lots

Minimum Lot Area: 5,000 sq. ft.
Minimum Lot Width: 50 ft.
Maximum ISR 65%
Minimum Front Setback: 15 ft.
Minimum Rear Setback: 15 ft.
Minimum Side Setback: 5 ft.
Maximum Building Height: 35 ft.

60 ft. Lots

Minimum Lot Area: 6,000 sq. ft.
Minimum Lot Width: 60 ft.
Maximum ISR 65%
Minimum Front Setback: 15 ft.
Minimum Rear Setback: 15 ft.
Minimum Side Setback: 5 ft.
Maximum Building Height: 35 ft.

b. Townhomes (Attached):

(Unplatted townhome units shall be consistent with the Florida Building Code requirements for building separation)

Minimum Lot Width: 16 ft.
Minimum Front Setback: 15 ft.
Maximum ISR 90%
Minimum Rear Setback: 15 ft.
Minimum Side Setback: 0 ft.
Maximum Building Height: 35 ft.

c. Single-Family Attached / Villas :

(Unplatted single-family attached units / villas shall be consistent with the Florida Building Code requirements for building separation)

Minimum Lot Width:	35 ft.
Maximum ISR	90%
Minimum Front Setback:	15 ft.
Minimum Rear Setback:	15 ft.
Minimum Side Setback:	0 ft.
Maximum Building Height:	35 ft.

d. Accessory Structures:

Minimum Rear and Side Setback:	5 ft.
Maximum Height:	20 ft.

e. Commercial/Retail:

Setbacks:	Consistent with the Town's adopted Commercial Design Standards
Maximum ISR:	80%
Maximum FAR:	0.5
Maximum Height:	45 ft.

AMENITY BUILDINGS: The portions of the Property designated for Amenity uses may be developed according to the following standards:

Site plan approval for proposed structures on the property shall be contingent upon compliance with Chapter 7 of the Town's Land Development Regulations and will require the certification of a professional engineer that the proposed drainage system will handle the runoff as required by Chapter 13 of the Land Development Regulations.

All proposed structures will be permitted by the Town only when shown to be compliant to submitted site plans. Owners shall complete all required site improvements prior to the Town issuing a Certificate of Occupancy.

The final Site Development Plan pursuant to the Town's Land Development Regulations [Chapter 5, Section(c)(5)(A)(1)] may be submitted in phases.

All structures must be permitted by the Town pursuant to site plans submitted and the owners shall install and complete all required site improvements prior to the Town issuing a Certificate of Occupancy for any permitted structure. Site plan approval shall be based upon adherence to Chapter 7 of the Town's Land Development Regulations, provided certification of a professional engineer is given certifying that the drainage system will handle the runoff as required by Chapter 13 of the Land Development Regulations.

TRANSPORTATION/PEDESTRIAN IMPROVEMENTS

Final location and design of all access points and / or connections to Rolling Acres Road, as well as the applicability of transportation impact fee credits, shall be approved by the Lake County Engineering Division.

At the time a roadway connection is proposed to Cherry Lake Road, a roundabout shall be constructed at the connection point. The limits of the roundabout shall be completely located on the Property with connection points provided to Cherry Lake Road. The applicability of transportation impact fee credits shall be approved by the Lake County Engineering Division.

OPEN SPACE/RECREATION

1) Lake County Tax Parcel Alternate Key Numbers 1283612, 2877685, 2879874, 1283582, and 1283523 shall develop in accordance with the approved Historic Tree Variance approved by the Town of Lady Lake on July 3, 2023.
2) Lake County Tax Parcel Alternate Key Numbers 3284640, 1740045, and 1771510 shall preserve Live Oak trees with a diameter at breast height (DBH) or 36" or greater and a Grade of 3 or higher consistent with the Tree and Native Vegetation Report dated January 31, 2024. All other trees on these parcels may be removed as part of a preliminary plat and/or final plat.
3) The Development shall provide a minimum of 25% open space. 5% of the land within the allocated 25% shall be utilized as Activity-Based Recreation Area:
    a) Each phase must provide open space and recreation land in accordance with the aforesaid ratio.
    b) In lieu of providing open space and recreation in accordance with the aforesaid ratio within each phase as calculated independently, the developer may elect to do the following if each condition is satisfied:

2) Provide open space and recreation area in accordance with 25% and 5% ratio as calculated based upon the acreage for the entire development.

3) No plat for any phase of the development shall be approved if the ratios of 25% and 5% would not be met (cumulatively) upon the recording of the plat for that phase.

4) Residents which reside upon the lands (phases) for which the calculation of the open space and recreation requirements are based upon, shall have the right to access and use the open space and recreation areas for their leisure.

5) The developer shall make every effort to provide the open spaces and recreation lands in a manner which is as centrally located as practicable and accessible to all phases of the development.

Any amendments to this Memorandum of Agreement are binding only upon execution by all

parties affected.

TOWN OF LADY LAKE

_____

Ed Freeman, Mayor

Attest:

_____

Nancy Wilson, Town Clerk

Approved as to form:

_____

Derek Schroth, Town Attorney

PROPERTY OWNER

_____

_____, Property Owner/Authorized Signer

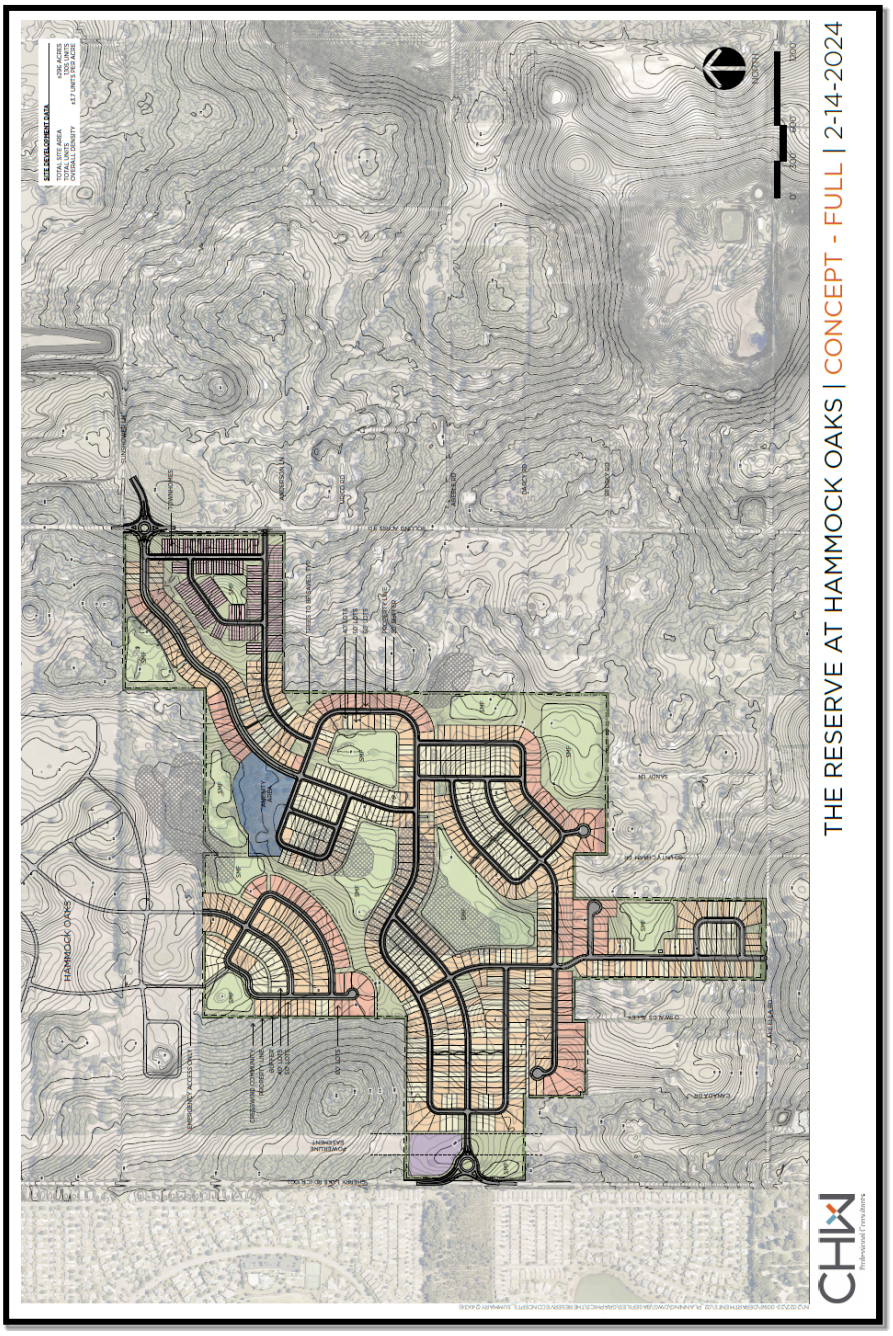
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this ____ day of _____, 2022 by _____, as Owner/Authorized Signer of the Property, who is personally known to me or has produced _____ as identification.

My Commission Expires:

_____
Notary Public Signature

EXHIBIT C — Conceptual Plan



TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT

REZONING APPLICATION

Owner's Information

Owner's Name: SK Hammock Oaks LLC, David M. Caudill, Christopher Caudill, Kara Wassman

Mailing Address: Contact Agent

Telephone Number: Contact Agent Email Address: Contact Agent

Applicant's Information

Applicant's Name: Craig Brashier, AICP

Mailing Address: 11801 Research Drive, Alachua, FL 32615

Telephone Number: (352) 331-1976 Email Address: craigb@chw-inc.com

Applicant is: ____Owner _X_Agent ____Purchaser ____Lessee ____Other

Property Information

Property Address/Location: 403 Lake Ella Rd, Fruitland Park, FL, 34731; Oswalds Alley, Fruitland Park FL, 34731; Sunshower Ln, Lady Lake, FL 32159; and Abeble Rd, Lady Lake, FL 32159

Alternate Key: 1740045, 1771510, 3284640, 1283523, 1283582, 1283612, 2877685, 2879874

Legal Description:

SEE ATTACHED

The property is located in the vicinity of the following streets:

Oswald Alley, Lake Ella Road, Sunshower Lane, Abeble Road

Area of the Property: ±12,905,085.6 Square Feet ±296.26 Acres

Utilities: _X_ Central Water _X_ Central Sewer _____ Well _____ Septic Tank

Existing Zoning of Property: Lake County - Agriculture (A);Town of Lady Lake - PUD

Requested Zoning of Property: Planned Unit Development (PUD)

Note: If the requested zoning is a Planned Unit Development (PUD), indicate type: ____ Residential, ___ Commercial, ____ Industrial, _X_ Mixed Use, and refer to the requirements of the preliminary development plan and see Chapter ____ of the LDR Code. If the rezoning is to Manufactured Homes High Density (MH-9), a Master Park Plan shall be submitted.

Number, Square Footage and Present Use of the Existing Structures on the Property:

One Single-family home that is 2,644 sq. ft.; One barn that is 1,300 sq. ft.; One ±5270 sf structure, destroyed; One ±81.48 sf pole barn, abandoned; one ±1,065.88 sf pole barn abandoned; one ±538.75 sf pole barn, abandoned; one ±766 sf pole bar, abandoned; one ±3,000 sf 2-story building, abandoned; and one ±992.63 sf shed, abandoned.

Proposed Use of Property: Residential Subdivision with One (1) Non-residential site

Have any land use applications been filed within the last year in connection with this property? X Yes ____No. If yes, briefly describe the nature of the request:

A companion Annexation & Small-scale Comprehensive Plan Amendment is submitted concurrently with this application.

Attach a list of owners' names and mailing addresses for all properties lying within a 150-foot radius surrounding the subject property legally described in this application.

This application must be accompanied by proof of ownership and authorization form the owner if represent by an agent or contract purchaser.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND EIGHT COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATIONS, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT. ADDITIONAL COPIES OF APPLICATION AND PLANS WILL BE REQUIRED PRIOR TO CONSIDERATION AT THE PLANNING AND ZONING BOARD AND TOWN COMMISSION MEETINGS.

Office Use:

Date Application Received: 2/15/24 Received by: B Schneider

Rezoning Fees Paid: $3,000.00

TOWN OF LADY LAKE GROWTH MANAGEMENT DEPARTMENT
REZONING
APPLICANT'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared Craig Brashier, AICP, who being by me first duly sworn on oath, deposes and says:

1. That he affirms and certifies that he understands and will comply with all ordinances, regulations and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

2. That the submittal requirements for the application have been completed and attached hereto as part of this application.

3. That the applicant desires Rezoning to the PUD zoning classification to allow:
Amendment of Existing PUD

4. That the sign cards will be posted at least seven days prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 15th day of February, 2024, by Craig Brashier, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Notary Public State of Florida
Nicholle E Brockish
My Commission HH 397048
Expires 8/15/2027

REZONING
OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared SK Hammock Oaks, LLC, who being by me first duly sworn on oath, deposes and says:

1. That he or she is the fee-simple owner of the property legally described on page one of this application.

2. That he or she desires approval for rezoning of said property with the classification of PUD to allow: Amendment of Existing PUD

3. That he has appointed CHW, LLC to act as agent in his or her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his or her stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 14th day of February, 2024, by James P. Harvey, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

REZONING
OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared David M. Caudill, who being by me first duly sworn on oath, deposes and says:

1. That he or she is the fee-simple owner of the property legally described on page one of this application.

2. That he or she desires approval for rezoning of said property with the classification of PUD to allow: Amendment of Existing PUD

3. That he has appointed CHW, LLC to act as agent in his or her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his or her stead.

_____

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by_____, who is personally known to me or who has produced _____as identification and who did (did not) take an oath.

_____

Notary Public

REZONING
OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared Christopher Caudill, who being by me first duly sworn on oath, deposes and says:

1. That he or she is the fee-simple owner of the property legally described on page one of this application.

2. That he or she desires approval for rezoning of said property with the classification of PUD to allow: Amendment of Existing PUD

3. That he has appointed CHW, LLC to act as agent in his or her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his or her stead.

_____

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by_____, who is personally known to me or who has produced _____as identification and who did (did not) take an oath.

_____

Notary Public

REZONING
OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LAKE

Before me, the undersigned authority personally appeared Kara Wassman, who being by me first duly sworn on oath, deposes and says:

1. That he or she is the fee-simple owner of the property legally described on page one of this application.
2. That he or she desires approval for rezoning of said property with the classification of PUD to allow: Amendment of Existing PUD
3. That he has appointed CHW, LLC to act as agent in his or her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his or her stead.

_____

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by_____, who is personally known to me or who has produced _____as identification and who did (did not) take an oath.

_____

Notary Public

GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$0.70

Prepared by/Return to:
Charles D. Johnson, Esq.
1330 W. Citizens Blvd., Suite 404
Leesburg, FL 34748

QUIT-CLAIM DEED
WITH ENHANCED LIFE ESTATE

For and in consideration of love and affection or other valuable consideration, the receipt and adequacy being acknowledged by all parties, by the execution of this Quit Claim Deed this 13th day of September, 2023, **DAVID M. CAUDILL**, the unremarried widower of **LINDA C. CAUDILL**, presently of **403 Lake Ella Rd., Fruitland Park, FL 34731**, does hereby convey unto himself a **life estate** in the real property described below, with the remainder interest in said property to **CHRISTOPHER C. CAUDILL**, presently of **420 Lake Ella Rd., Fruitland Park, FL 34731**, and **KARA L. WASSMAN**, presently of **11592 NW 18th Place, Gainesville, FL 32606**, as joint tenants with right of survivorship and not as tenants in common, subject to the reservations contained herein, said piece(s) or parcel(s) of land, situate, lying and being in the County of **Lake**, State of Florida, to wit:

PARCEL I.D. NO.:
30-18-24-0003-000-01201
The West ½ of the SE ¼ of the SW ¼, less the West 330 feet thereof; and the West ½ of the South 264 feet of the NE ¼ of the SW ¼, less the West 330 feet thereof in Section 30, Township 18 South, Range 24 East in Lake County, FL, less right-of-way for public road.

and

30-18-24-0003-000-03500
The West 330 feet of the East ½ of the SE ¼ of the SW ¼; and the South 264 feet of the West 330 feet of the East ½ of the NE ¼ of the SW ¼ in Section 30, Township 18 South, Range 24 East, in Lake County, FL, less right-of-way for public road.

SUBJECT TO covenants, restrictions, reservations, conditions, rights of way, and easements of record, if any, which specifically are not hereby extended or reimposed.

DEED RESERVATIONS:

1. ***DAVID M. CAUDILL*** *RESERVES UNTO HIMSELF, FOR AND DURING HIS LIFETIME, THE EXCLUSIVE POSSESSION, USE, AND ENJOYMENT OF THE PROPERTY DESCRIBED HEREIN WITHOUT ANY LIABILITY FOR WASTE.*

2. ***DAVID M. CAUDILL*** *FURTHER RESERVES UNTO HILSELF THE RIGHT TO CONVEY, WHICH SHALL INCLUDE THE RIGHT TO SELL, GIFT, ALIENATE, OR OTHER AND TO RETAIN ALL PROCEEDS THEREFROM, IF ANY, BY SUBSEQUENT DEED/ASSIGNMENT THE PROPERTY DESCRIBED HEREIN, TO HIMSELF OR ANY THIRD PARTY WITHOUT JOINDER OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN.*** *SAID CONVEYANCE SHALL TERMINATE THE REMAINDER INTEREST OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN.***

3. ***DAVID M. CAUDILL*** *FURTHER RESERVES UNTO HIMSELF THE RIGHT TO MORTGAGE, PLEDGE, LEASE, LIEN, OR OTHERWISE ENCUMBER THE PROPERTY DESCRIBED HEREIN, IN WHOLE OR IN PART, WITHOUT JOINDER OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN,*** *THEREBY SUBORDINATING THE REMAINDER INTEREST OF* ***CHRISTOPHER C. CAUDILL*** *AND* ***KARA L. WASSMAN*** *TO SAID ENCUMBRANCE.*

4. *UPON THE DEATH OF* ***DAVID M. CAUDILL,*** *IF THE PROPERTY DESCRIBED HEREIN HAS NOT BEEN PREVIOUSLY DISPOSED OF PRIOR TO THE DEATH OF*

***DAVID M. CAUDILL**, ALL RIGHT AND TITLE TO THE PROPERTY REMAINING SHALL FULLY VEST IN **CHRISTOPHER C. CAUDILL** AND **KARA L. WASSMAN**, SUBJECT TO SUCH LIENS AND ENCUMBRANCES EXISTING AT THE TIME OF THE DEATH OF **DAVID M. CAUDILL**.*

THIS DEED WAS PREPARED at the request of the Grantor. The Grantor provided the legal description and at the request of the Grantors the title to the property was not determined or searched. Grantor affirms that Grantor is the only intended beneficiary of the preparer of the deed's services. The Grantor releases the preparer of the deed from all liability, including any third-party claims and further agrees to hold harmless and indemnify the preparer of the deed from all claims from all parties arising out of this deed.

Signed, sealed and delivered in our presence:

_____ _____ (SEAL)
Signature first witness **DAVID M. CAUDILL**
Charles D. Johnson
Printed name first witness

_____
Signature second witness
Michelle H. Adkins
Printed name second witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence this 13 day of SEPT., 2023, by **DAVID M. CAUDILL**,

[ ] who is/are personally known to me; or
[ ] who has/have produced a Driver's License of the State of Florida; or
[ ] who has/have produced _____ as identification.

(SEAL) Notary Public State of Florida
Charles D Johnson
My Commission GG 941310
Expires 04/19/2024

_____
Notary Public Signature

Charles D. Johnson
Printed Name of Notary Public
My Commission Expires:

GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $35.50 DEED DOC:$0.70

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

Parcel Id. No.:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED (this "**Deed**") is made this 28th day of December, 2023, between **JULIAN MALKIEWICZ and DIANA M. MALKIEWICZ,** husband and wife (collectively, "**Grantor**"), whose mailing address is 37321 Oswalds Alley, Fruitland Park, Florida 34731, and **SK HAMMOCK OAKS LLC,** a Delaware limited liability company ("**Grantee**"), whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637.

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee's heirs and assigns forever, the real property situate, lying, and being in Lake County, Florida, and described in **Exhibit "A"** attached to this Deed (the "**Property**").

TO HAVE AND TO HOLD, The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

This conveyance is subject to easements, restrictions, reservations and limitations of record, including but not limited to, all matters set forth on the Plat of the Property and to any road right-of-ways applicable to said described Property above and taxes and assessments for the year 2024 and thereafter, however, reference herein shall not reimpose same.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Kary Broyles
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

Print Name: J.B BRICKLEMYER
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

GRANTOR:

JULIAN MALKIEWICZ

Date: 12-26-2023

STATE OF FLORIDA)
) ss:
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of December, 2023, by **JULIAN MALKIEWICZ,** a married man. He ☐ is personally known to me or ☒ has produced DRIVER LICENSE as identification.

JOSEPH BURTON BRICKLEMYER
Notary Public-State of Florida
Commission # HH 262114
My Commission Expires
May 08, 2026

(Notary Seal)

Notary Public-State of Florida
Print Name: JB BRICKLEMYER

[*Signatures continue on following page*]

Signed, sealed and delivered
in the presence of:

Print Name: Kaity Bridges
Address: 26736 U.S. Hwy 27, Suite 202
Leesburg, FL 34748

Print Name: JB BRICKLEMYER
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

GRANTOR:

DIANA M. MALKIEWICZ

Date: 12-26-2023

STATE OF FLORIDA)
) **ss:**
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of December, 2023, by **DIANA M. MALKIEWICZ,** a married woman. She ☐ is personally known to me or ☒ has produced DRIVER LICENSE as identification.

JOSEPH BURTON BRICKLEMYER
Notary Public-State of Florida
Commission # HH 262114
My Commission Expires
May 08, 2026

(Notary Seal)

Notary Public-State of Florida
Print Name: JB BRICKLEMYER

Exhibit "A"

Property

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, THENCE RUN NORTH 0°15'33" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1482.07 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1813, PAGE 1263, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°45'21" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 609.99 FEET; THENCE NORTH 0°14'10" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 6.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'50" WEST, A DISTANCE OF 23.81 FEET TO A POINT ON WEST LINE OF SAID LANDS; THENCE NORTH 0°13'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 3.65 FEET; THENCE SOUTH 89°43'05" EAST, A DISTANCE OF 23.82 FEET; THENCE SOUTH 0°21'49" WEST, A DISTANCE OF 3.63 FEET TO THE POINT OF BEGINNING.

GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $27.00 DEED DOC:$38500.00

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

Tax I.D. Nos.: 30-18-24-0001-000-00100
30-18-24-0001-000-03000
30-18-24-0001-000-03100

SPECIAL WARRANTY DEED

THIS INDENTURE, executed the 28 day of December, 2023, by **LUGANO DEVELOPMENT, L.L.C.**, a Florida limited liability company ("**Grantor**"), having an address of 2801 SW Archer Road, Gainesville, Florida 32608, in favor of **SK HAMMOCK OAKS LLC**, a Delaware limited liability company ("**Grantee**"), having an address of 14025 Riveredge Drive, Suite 175, Tampa, FL 33637.

WITNESSETH:

Grantor, in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situate in Lake County, Florida, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO (the "Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor party, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

SUBJECT TO Taxes and assessments for the year 2023 and all subsequent years; all applicable governmental, zoning and land use ordinances, restrictions, and prohibitions and other requirements imposed by governmental authority; agreements and easements of record. The parties do not intend by the foregoing reference to reimpose any of the documents affecting title to the Property.

AND GRANTOR covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has set his hand and seal on behalf of Grantor on the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Denise Lowry Hutson
Address: 3940 NW 16th Blvd., Bldg. B
Gainesville, FL 32605

Print Name: Angela Lee Bowen
Address: 3940 NW 16th Blvd., Bldg. B
Gainesville, FL 32605

GRANTOR:

LUGANO DEVELOPMENT, L.L.C., a Florida limited liability company

By: _____
Print Name: Orianna J. Snook
Title: Authorized Person

Date: 12-15-2023

STATE OF FLORIDA)
)ss.
COUNTY OF ALACHUA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of December, 2023, by Orianna J. Snook, as Authorized Person of **LUGANO DEVELOPMENT, L.L.C.**, a Florida limited liability company, on behalf of said company. She ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
DENISE LOWRY HUTSON
Commission # HH 320895
Expires December 12, 2026

_____
Notary Public-State of Florida
Print Name: Denise Lowry Hutson
My Commission No: _____
My Commission expires: _____

Exhibit "A"

Property

PARCEL 1:

The Northeast One-Quarter (NE 1/4) of the Northeast 1/4 in Section 30, Township 18 South, Range 24 East, LESS road right of way along the East side thereof, Lake County, Florida.

PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 18 South, Range 24 East, Lake County, Florida, EXCEPT: Beginning at the Northwest corner of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 18 South, Range 24 East, run thence North 89°43'40" East along the North line of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 75.00 feet; thence run South 66°55'03" West, 106.63 feet to a point on the West boundary of said South 1/2 of the Northwest 1/4 of the Northeast 1/4; thence run North 00°05'01" West along the West boundary of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 to the Point of Beginning.

PARCEL 3:

The Southwest 1/4 of the Northeast 1/4 of Section 30, Township 18 South, Range 24 East, Lake County, Florida.

GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $35.50 DEED DOC:$2800.00

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

PARCEL ID NO.: 30-18-24-0003-000-01101

SPECIAL WARRANTY DEED

THIS INDENTURE, executed this 28th day of December, 2023, by **JULIAN MALKIEWICZ and DIANA M. MALKIEWICZ**, husband and wife (collectively, "**Grantor**"), having an address of 37321 Oswalds Alley, Fruitland Park, Florida 34731, in favor of **SK HAMMOCK OAKS LLC**, a Delaware limited liability company ("**Grantee**"), having an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637.

WITNESSETH:

Grantor, in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situate in Lake County, Florida, more particularly described as follows (the "**Property**"):

SEE EXHIBIT "A" ATTACHED HERETO.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor party, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

SUBJECT TO Taxes and assessments for the year 2024 and all subsequent years; all applicable governmental, zoning and land use ordinances, restrictions, and prohibitions and other requirements imposed by governmental authority; agreements and easements of record. The parties do not intend by the foregoing reference to reimpose any of the documents affecting title to the Property.

AND GRANTOR covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under Grantor.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned has set his hand and seal on behalf of Grantor on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Kitty Bridges
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

Print Name: JB BRICKLEMYER
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

GRANTOR:

JULIAN MALKIEWICZ

Date: 12-26-2023

STATE OF FLORIDA)
) ss:
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of December, 2023, by **JULIAN MALKIEWICZ,** a married man. He ☐ is personally known to me or ☒ has produced DRIVER LICENSE as identification.

JOSEPH BURTON BRICKLEMYER
Notary Public-State of Florida
Commission # HH 262114
My Commission Expires
May 08, 2026

(Notary Seal)

Notary Public-State of Florida
Print Name: JB BRICKLEMYER

[*Signatures continue on following page*]

Signed, sealed and delivered
in the presence of:

Print Name: Bailey Bridges
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

Print Name: JB BRICKLEMYER
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

GRANTOR:

DIANA M. MALKIEWICZ

Date: 12-26-2023

STATE OF FLORIDA)
) **ss:**
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of December, 2023, by **DIANA M. MALKIEWICZ,** a married woman. She ☐ is personally known to me or ☒ has produced Drivers License as identification.

JOSEPH BURTON BRICKLEMYER
Notary Public-State of Florida
Commission # HH 262114
My Commission Expires
May 08, 2026

(Notary Seal)

Notary Public-State of Florida
Print Name: JB BRICKLEMYER

Exhibit "A"

Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

FROM THE SE CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, RUN NORTH 1482 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 478 FEET, THENCE WEST 640 FEET, THENCE SOUTH 442 FEET, THENCE EAST 30 FEET, THENCE SOUTH 36 FEET, THENCE EAST 610 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND OVER THE WEST 30 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST. ALL OF THE ABOVE DESCRIBED BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, THENCE RUN NORTH 0°15'33" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1482.07 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1813, PAGE 1263, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°45'21" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 609.99 FEET; THENCE NORTH 0°14'10" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 6.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'50" WEST, A DISTANCE OF 23.81 FEET TO A POINT ON WEST LINE OF SAID LANDS; THENCE NORTH 0°13'41" EAST, ALONG SAID WEST LINE, A DISTANCE OF 3.65 FEET; THENCE SOUTH 89°43'05" EAST, A DISTANCE OF 23.82 FEET; THENCE SOUTH 0°21'49" WEST, A DISTANCE OF 3.63 FEET TO THE POINT OF BEGINNING.

GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $27.00 DEED DOC:$40600.00

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

Parcel Id No.: 30-18-24-0004-000-00700

SPECIAL WARRANTY DEED

THIS INDENTURE, executed this 28th day of December, 2023, by **JOSEPH H. O'DELL a/k/a JODY O'DELL**, a single person ("**Grantor**"), having a mailing address of Post Office Box 398, Wildwood, FL 34785, in favor of **SK HAMMOCK OAKS LLC**, a Delaware limited liability company ("**Grantee**"), having an address of 14025 Riveredge Drive, Suite 175, Tampa, FL 33637.

WITNESSETH:

Grantor, in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms to Grantee, and Grantee's successors and assigns forever, that certain real property situate in Lake County, Florida, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO (the "Property").

THE PROPERTY DESCRIBED HEREIN IS NOT THE HOMESTEAD OF GRANTOR, AND NEITHER THE GRANTOR NOR THE GRANTOR'S SPOUSE, NOR ANYONE FOR WHOSE SUPPORT THE GRANTOR IS RESPONSIBLE, RESIDES ON OR ADJACENT TO SAID PROPERTY.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor party, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

SUBJECT TO Taxes and assessments for the year 2024 and all subsequent years; all applicable governmental, zoning and land use ordinances, restrictions, and prohibitions and other requirements imposed by governmental authority; agreements and easements of record. The parties do not intend by the foregoing reference to reimpose any of the documents affecting title to the Property.

AND GRANTOR covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under Grantor.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has set his hand and seal on behalf of Grantor on the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Kitty Bridges
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

Print Name: JB BRICKLEMYER
Address: 26736 U. S. Hwy 27, Suite 202
Leesburg, FL 34748

GRANTOR:

JOSEPH H. O'DELL

Date: 12-27-23

STATE OF FLORIDA)
)ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27th day of December, 2023, by **JOSEPH H. O'DELL**. He ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

JOSEPH BURTON BRICKLEMYER
Notary Public-State of Florida
Commission # HH 262114
My Commission Expires
May 08, 2026

Notary Public-State of Florida
Print Name: Joseph B. Bricklemyer

Exhibit "A"
Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

NW 1/4 OF SE 1/4; N 1056 FEET OF NE 1/4 OF SW 1/4; S 1/4 OF SW 1/4 OF NW 1/4; N 1/2 OF NW 1/4 OF SW 1/4; S 3/4 OF E 1/2 OF NW 1/4, LESS ROAD RIGHT-OF WAY, ALL LOCATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NW 1/4 OF SW 1/4) OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID NW 1/4 OF THE SW 1/4; THENCE NORTH 89°44'32" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 640.26 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3926, PAGE 2122 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°13'41" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 25.72 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1813, PAGE 1264 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°44'51" EAST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 640.24 FEET TO THE EAST LINE OF AFOREMENTIONED NW 1/4 OF SW 1/4 OF SECTION 30; THENCE NORTH 00°15'33" EAST, ALONG SAID EAST LINE, A DISTANCE OF 25.66 FEET TO THE POINT OF BEGINNING.

Application Package
Table of Contents

1. Planned Unit Development (PUD) Rezoning Application
2. Property Owner Affidavits
3. Property Deeds
4. **Property Appraiser Information and Proof of Payment of Taxes**
5. Boundary Survey
6. Justification Report
7. Map Set
8. PUD Plan Set
9. List of Property Owners within 150 feet of the Subject Property
10. Environmental Site Assessment Report
11. Tree Report
12. Traffic Impact Assessment
13. Draft PUD Ordinance

PROPERTY RECORD CARD

General Information

Name:	MALKIEWICZ JULIAN & DIANA M	**Alternate Key:**	1283523
Mailing Address:	37321 OSWALDS ALLEY FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-01101
		Millage Group and City:	00LL Lady Lake
		2023 Total Certified Millage Rate:	16.3304
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	37321 OSWALDS ALY FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30 TOWNSHIP 18 SOUTH RANGE 24 EAST, RUN NORTH 1482 FEET TO THE POINT OF BEGINNING, CONTINUE NORTH 478 FEET, WEST 640 FEET, SOUTH 442 FEET, EAST 30 FEET, SOUTH 36 FEET, EAST 610 FEET TO THE POINT OF BEGINNING--LESS ANY PORTION OF LAND LYING WITHIN FOLLOWING DESCRIBED LAND: BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, RUN NORTH 89-44-32 WEST 640.26 FEET, SOUTH 00-13-41 WEST 25.72 FEET, SOUTH 89-44-51 EAST 640.24 FEET TO EAST LINE OF NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, NORTH 00-15-33 EAST 25.61 FEET TO THE POINT OF BEGINNING--ORB 1466 PG 1723 ORB 1813 PG 1263		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		6.960	Acre	$234,900.00	$234,900.00

Click here for Zoning Info Map

FEMA Flood

Residential Building(s)

Building 1

Residential — Building Value: $113,731.00

Summary

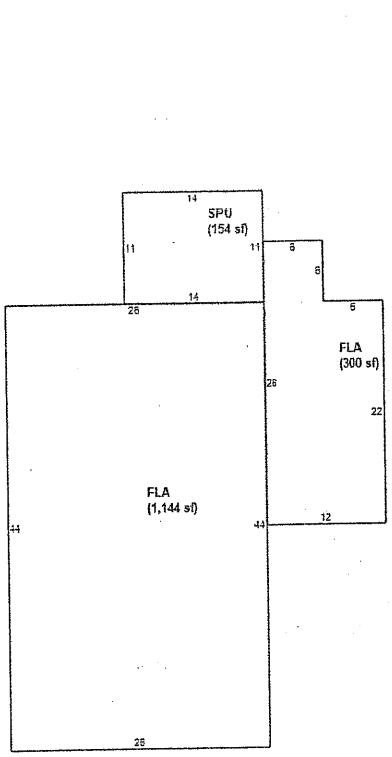
Year Built: 1926	Total Living Area: 2588	Central A/C: Yes	Fireplaces: 1
Bedrooms: 4	Full Bathrooms: 1	Half Bathrooms: 1	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Wood (01)	2.00	1444
FINISHED AREA UPPER STORY (FUS)		2.00	1144
SCREEN PORCH UNFINISHED (SPU)		2.00	154

View Larger / Print / Save



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	UTILITY BLDG UNFINISHED (UBU2)	120	SF	1958	$300.00
2	UTILITY BLDG UNFINISHED (UBU2)	196	SF	2001	$490.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1813 / 1263	04/2000	Quit Claim Deed	Unqualified	Improved	$0.00
1466 / 1723	09/1996	Warranty Deed	Qualified	Improved	$80,000.00
1151 / 614	02/1992	Warranty Deed	Qualified	Improved	$68,000.00
1093 / 1614	01/1991	Trustees Deed	Unqualified	Improved	$0.00
800 / 114	02/1984	Warranty Deed	Unqualified	Improved	$1.00
756 / 59	12/1981	Quit Claim Deed	Unqualified	Improved	$1.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are **subject to change until certified.**

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$349,421	$178,960	$128,960	5.0364	$649.49
SCHOOL BOARD STATE	$349,421	$178,960	$153,960	3.2080	$493.90
SCHOOL BOARD LOCAL	$349,421	$178,960	$153,960	2.9980	$461.57
LAKE COUNTY WATER AUTHORITY	$349,421	$178,960	$128,960	0.2940	$37.91
NORTH LAKE HOSPITAL DIST	$349,421	$178,960	$128,960	0.1500	$19.34
ST JOHNS RIVER FL WATER MGMT DIST	$349,421	$178,960	$128,960	0.1793	$23.12
TOWN OF LADY LAKE	$349,421	$178,960	$128,960	3.3962	$437.97
LAKE COUNTY MSTU AMBULANCE	$349,421	$178,960	$128,960	0.4629	$59.70
LAKE COUNTY VOTED DEBT SERVICE	$349,421	$178,960	$128,960	0.0918	$11.84
LAKE COUNTY MSTU FIRE	$349,421	$178,960	$128,960	0.5138	$66.26
				Total: 16.3304	**Total:** $2,261.10

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓	Homestead Exemption (first exemption up to $25,000)	*Learn More* *View the Law*
✓	Additional Homestead Exemption (up to an additional $25,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More* *View the Law*
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More* *View the Law*
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More* *View the Law*
	Widow / Widower Exemption (up to $5,000)	*Learn More* *View the Law*
	Blind Exemption (up to $500)	*Learn More* *View the Law*
	Disability Exemption (up to $5,000)	*Learn More* *View the Law*
	Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Disability Exemption ($5,000)	*Learn More* *View the Law*
	Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
	Veteran's Combat Related Disability Exemption (amount varies)	*Learn More* *View the Law*
	Deployed Servicemember Exemption (amount varies)	*Learn More* *View the Law*
	First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*

Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	O'DELL JOSEPH H	**Alternate Key:**	1283582
Mailing Address:	PO BOX 398 WILDWOOD, FL 34785-0398 *Update Mailing Address*	**Parcel Number:**	30-18-24-0004-000-00700
		Millage Group and City:	00LL Lady Lake
		2023 Total Certified Millage Rate:	16.3304
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	OSWALDS ALY FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	NORTHWEST 1/4 OF THE SOUTHEAST 1/4, NORTH 1056 FEET OF THE NORTHEAST 1/4 OF SOUTHWEST 1/4, SOUTH 1/4 OF SOUTHWEST 1/4 OF NORTHWEST 1/4, NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SOUTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4--LESS ROAD RIGHT OF WAY--IN SECTION 30 TOWNSHIP 18 SOUTH RANGE 24 EAST, AND BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, RUN NORTH 89-44-32 WEST 640.26 FEET, SOUTH 00-13-41 WEST 25.72 FEET, SOUTH 89-44-51 EAST 640.24 FEET TO EAST LINE OF NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, NORTH 00-15-33 EAST 25.666 FEET TO THE POINT OF BEGINNING ORB 2682 PG 2298 ORB 2792 PG 1283 ORB 3167 PGS 453 454 ORB 4960 PG 638 ORB 6176 PG 1698		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED HAY AVERAGE (6300)	0	0	CATTLE	165.410	Acre	$57,894.00	$1,075,165.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	CARPORT/POLE SHED UNFINISHED (CUCP2)	1850	SF	2014	$7,528.00
2	CARPORT/POLE SHED UNFINISHED (CUCP2)	2400	SF	2014	$9,765.00
3	CARPORT/POLE SHED UNFINISHED (CUCP2)	700	SF	2014	$2,848.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6176 / 1698	06/2023	Quit Claim Deed	Unqualified	Vacant	$100.00
4960 / 638	06/2017	Warranty Deed	Unqualified	Vacant	$100.00
3167 / 454	05/2006	Warranty Deed	Unqualified	Vacant	$0.00
3167 / 453	05/2006	Warranty Deed	Unqualified	Vacant	$0.00
2792 / 1283	03/2005	Warranty Deed	Unqualified	Vacant	$0.00
2682 / 2298	10/2004	Quit Claim Deed	Unqualified	Vacant	$1.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$1,095,306	$78,035	$78,035	5.0364	$393.02
SCHOOL BOARD STATE	$1,095,306	$78,035	$78,035	3.2080	$250.34
SCHOOL BOARD LOCAL	$1,095,306	$78,035	$78,035	2.9980	$233.95
LAKE COUNTY WATER AUTHORITY	$1,095,306	$78,035	$78,035	0.2940	$22.94
NORTH LAKE HOSPITAL DIST	$1,095,306	$78,035	$78,035	0.1500	$11.71
ST JOHNS RIVER FL WATER MGMT DIST	$1,095,306	$78,035	$78,035	0.1793	$13.99
TOWN OF LADY LAKE	$1,095,306	$78,035	$78,035	3.3962	$265.02
LAKE COUNTY MSTU AMBULANCE	$1,095,306	$78,035	$78,035	0.4629	$36.12
LAKE COUNTY VOTED DEBT SERVICE	$1,095,306	$78,035	$78,035	0.0918	$7.16
LAKE COUNTY MSTU FIRE	$1,095,306	$78,035	$78,035	0.5138	$40.09
				Total: 16.3304	**Total:** $1,274.34

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	*Learn More*	*View the Law*
Additional Homestead Exemption (up to an additional $25,000)	*Learn More*	*View the Law*
Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More*	*View the Law*
Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More*	*View the Law*
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More*	*View the Law*
Widow / Widower Exemption (up to $5,000)	*Learn More*	*View the Law*
Blind Exemption (up to $500)	*Learn More*	*View the Law*
Disability Exemption (up to $5,000)	*Learn More*	*View the Law*
Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Veteran's Disability Exemption ($5,000)	*Learn More*	*View the Law*
Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*
Veteran's Combat Related Disability Exemption (amount varies)	*Learn More*	*View the Law*
Deployed Servicemember Exemption (amount varies)	*Learn More*	*View the Law*
First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More*	*View the Law*

Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	LUGANO DEVELOPMENT LLC	**Alternate Key:**	1283612
Mailing Address:	2801 SW ARCHER RD GAINESVILLE, FL 32608 *Update Mailing Address*	**Parcel Number:**	30-18-24-0001-000-00100
		Millage Group and City:	00LL Lady Lake
		2023 Total Certified Millage Rate:	16.3304
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	SUNSHOWER LN LADY LAKE FL, 32159	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	NE 1/4 OF NE 1/4 ORB 2956 PG 992		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED GOOD (6200)	0	0		39.000	Acre	$14,625.00	$253,500.00
2	WETLAND (9600)	0	0		1.000	Acre	$45.00	$45.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	CARPORT/POLE SHED UNFINISHED (UCP1)	450	SF	1977	$540.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
2956 / 992	09/2005	Warranty Deed	Unqualified	Vacant	$1.00
2219 / 147	12/2002	Quit Claim Deed	Unqualified	Vacant	$870,000.00
1758 / 1870	05/1999	Misc Deed/Document	Unqualified	Vacant	$1,989,000.00
1686 / 1136	01/1999	Certificate of Title	Unqualified	Vacant	$1.00

1127 / 348	09/1991	Warranty Deed	Unqualified	Vacant	$1.00
909 / 2157	02/1987	Warranty Deed	Qualified	Improved	$160,000.00
844 / 1947	06/1985	Tax Deed	Unqualified	Vacant	$1.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$254,085	$15,210	$15,210	5.0364	$76.60
SCHOOL BOARD STATE	$254,085	$15,210	$15,210	3.2080	$48.79
SCHOOL BOARD LOCAL	$254,085	$15,210	$15,210	2.9980	$45.60
LAKE COUNTY WATER AUTHORITY	$254,085	$15,210	$15,210	0.2940	$4.47
NORTH LAKE HOSPITAL DIST	$254,085	$15,210	$15,210	0.1500	$2.28
ST JOHNS RIVER FL WATER MGMT DIST	$254,085	$15,210	$15,210	0.1793	$2.73
TOWN OF LADY LAKE	$254,085	$15,210	$15,210	3.3962	$51.66
LAKE COUNTY MSTU AMBULANCE	$254,085	$15,210	$15,210	0.4629	$7.04
LAKE COUNTY VOTED DEBT SERVICE	$254,085	$15,210	$15,210	0.0918	$1.40
LAKE COUNTY MSTU FIRE	$254,085	$15,210	$15,210	0.5138	$7.81
				Total: 16.3304	**Total:** $248.38

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	*Learn More* *View the Law*
Additional Homestead Exemption (up to an additional $25,000)	*Learn More* *View the Law*
Limited Income Senior Exemption (applied to county millage - up to $50,000)	*Learn More* *View the Law*
Limited Income Senior Exemption (applied to city millage - up to $25,000)	*Learn More* *View the Law*
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	*Learn More* *View the Law*
Widow / Widower Exemption (up to $5,000)	*Learn More* *View the Law*
Blind Exemption (up to $500)	*Learn More* *View the Law*
Disability Exemption (up to $5,000)	*Learn More* *View the Law*
Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
Veteran's Disability Exemption ($5,000)	*Learn More* *View the Law*
Veteran's Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
Veteran's Combat Related Disability Exemption (amount varies)	*Learn More* *View the Law*
Deployed Servicemember Exemption (amount varies)	*Learn More* *View the Law*
First Responder Total and Permanent Disability Exemption (amount varies)	*Learn More* *View the Law*
Surviving Spouse of First Responder Exemption (amount varies)	*Learn More* *View the Law*
Conservation Exemption (amount varies)	*Learn More* *View the Law*
Tangible Personal Property Exemption (up to $25,000)	*Learn More* *View the Law*

Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M LIFE ESTATE	**Alternate Key:**	1740045
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-01201
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	LAKE ELLA RD LADY LAKE FL, 32159	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	E 1/2 OF W 1/2 OF SE 1/4 OF SW 1/4, E 1/2 OF W 1/2 OF S 264 FT OF NE 1/4 OF SW 1/4 ORB 4478 PG 2037 ORB 6214 PG 1515		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		12.000	Acre	$240,000.00	$240,000.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Vacant	$100.00
4478 / 2037	05/2014	Warranty Deed	Unqualified	Vacant	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Vacant	$1.00
1639 / 585	08/1998	Warranty Deed	Qualified	Vacant	$42,500.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are **subject to change until certified.**

Tax Authority	Market	Assessed	Taxable	Millage	Estimated

	Value	Value	Value		Taxes
LAKE COUNTY BCC GENERAL FUND	$240,000	$175,690	$175,690	5.0364	$884.85
SCHOOL BOARD STATE	$240,000	$240,000	$240,000	3.2080	$769.92
SCHOOL BOARD LOCAL	$240,000	$240,000	$240,000	2.9980	$719.52
LAKE COUNTY WATER AUTHORITY	$240,000	$175,690	$175,690	0.2940	$51.65
NORTH LAKE HOSPITAL DIST	$240,000	$175,690	$175,690	0.1500	$26.35
ST JOHNS RIVER FL WATER MGMT DIST	$240,000	$175,690	$175,690	0.1793	$31.50
LAKE COUNTY MSTU STORMWATER	$240,000	$175,690	$175,690	0.4957	$87.09
LAKE COUNTY MSTU AMBULANCE	$240,000	$175,690	$175,690	0.4629	$81.33
LAKE COUNTY VOTED DEBT SERVICE	$240,000	$175,690	$175,690	0.0918	$16.13
LAKE COUNTY MSTU FIRE	$240,000	$175,690	$175,690	0.5138	$90.27
				Total: 13.4299	**Total:** $2,758.61

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M	**Alternate Key:**	1771510
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-02600
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	LAKE ELLA RD FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	W 330 FT OF S 264 FT OF SE 1/4 OF NE 1/4 OF SW 1/4, W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4-- S 780.8 FT-- ORB 4478 PG 2035 ORB 6214 PG 1515		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		6.090	Acre	$158,340.00	$158,340.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	BARN (BRN5)	1300	SF	1999	$16,380.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name.

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Vacant	$100.00
4478 / 2035	05/2014	Warranty Deed	Unqualified	Vacant	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Vacant	$1.00
629 / 241	01/1977	Misc Deed/Document	Qualified	Vacant	$14,400.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$174,720	$139,880	$139,880	5.0364	$704.49
SCHOOL BOARD STATE	$174,720	$174,720	$174,720	3.2080	$560.50
SCHOOL BOARD LOCAL	$174,720	$174,720	$174,720	2.9980	$523.81
LAKE COUNTY WATER AUTHORITY	$174,720	$139,880	$139,880	0.2940	$41.12
NORTH LAKE HOSPITAL DIST	$174,720	$139,880	$139,880	0.1500	$20.98
ST JOHNS RIVER FL WATER MGMT DIST	$174,720	$139,880	$139,880	0.1793	$25.08
LAKE COUNTY MSTU STORMWATER	$174,720	$139,880	$139,880	0.4957	$69.34
LAKE COUNTY MSTU AMBULANCE	$174,720	$139,880	$139,880	0.4629	$64.75
LAKE COUNTY VOTED DEBT SERVICE	$174,720	$139,880	$139,880	0.0918	$12.84
LAKE COUNTY MSTU FIRE	$174,720	$139,880	$139,880	0.5138	$71.87
				Total: 13.4299	**Total:** $2,094.78

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	LUGANO DEVELOPMENT LLC	**Alternate Key:**	2877685
Mailing Address:	2801 SW ARCHER RD GAINESVILLE, FL 32608 *Update Mailing Address*	**Parcel Number:**	30-18-24-0001-000-03000
		Millage Group and City:	00LL Lady Lake
		2023 Total Certified Millage Rate:	16.3304
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	SUNSHOWER LN LADY LAKE FL, 32159	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	S 1/2 OF NW 1/4 OF NE 1/4--LESS BEG NW COR OF S 1/2 OF NW 1/4 OF NE 1/4 RUN N 89DEG 43MIN 40SEC E ALONG THE N LINE OF S 1/2 OF NW 1/4 OF NE 1/4 A DIST OF 75 FT, S 44DEG 55MIN 03SEC W 106.43 FT TO A POINT ON THE W BDRY OF SAID S 1/2, N 0DEG 05MIN 01SEC W ALONG SAID W BDRY TO POB-- ORB 2956 PG 992		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED GOOD (6200)	0	0		19.910	Acre	$7,466.00	$194,123.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
2956 / 992	09/2005	Warranty Deed	Unqualified	Vacant	$1.00
2199 / 147	12/2002	Quit Claim Deed	Unqualified	Vacant	$1.00
2219 / 144	03/2001	Warranty Deed	Unqualified	Vacant	$1.00
1758 / 1870	05/1999	Misc Deed/Document	Unqualified	Vacant	$1.00
1686 / 1136	01/1999	Certificate of Title	Unqualified	Vacant	$1.00
1127 / 351	09/1991	Warranty Deed	Unqualified	Vacant	$906,500.00
927 / 895	07/1987	Warranty Deed	Qualified	Vacant	$60,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$194,123	$7,466	$7,466	5.0364	$37.60
SCHOOL BOARD STATE	$194,123	$7,466	$7,466	3.2080	$23.95
SCHOOL BOARD LOCAL	$194,123	$7,466	$7,466	2.9980	$22.38
LAKE COUNTY WATER AUTHORITY	$194,123	$7,466	$7,466	0.2940	$2.20
NORTH LAKE HOSPITAL DIST	$194,123	$7,466	$7,466	0.1500	$1.12
ST JOHNS RIVER FL WATER MGMT DIST	$194,123	$7,466	$7,466	0.1793	$1.34
TOWN OF LADY LAKE	$194,123	$7,466	$7,466	3.3962	$25.36
LAKE COUNTY MSTU AMBULANCE	$194,123	$7,466	$7,466	0.4629	$3.46
LAKE COUNTY VOTED DEBT SERVICE	$194,123	$7,466	$7,466	0.0918	$0.69
LAKE COUNTY MSTU FIRE	$194,123	$7,466	$7,466	0.5138	$3.84
				Total: 16.3304	**Total:** $121.94

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	LUGANO DEVELOPMENT LLC	**Alternate Key:**	2879874
Mailing Address:	2801 SW ARCHER RD GAINESVILLE, FL 32608 *Update Mailing Address*	**Parcel Number:**	30-18-24-0001-000-03100
		Millage Group and City:	00LL Lady Lake
		2023 Total Certified Millage Rate:	16.3304
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	ABEBLE RD LADY LAKE FL, 32159	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	SW 1/4 OF NE 1/4 ORB 2956 PG 992		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / PASTURE - IMPROVED GOOD (6200)	0	0		40.000	Acre	$15,000.00	$260,000.00

Click here for Zoning Info Map

FEMA Flood

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
2956 / 992	09/2005	Warranty Deed	Unqualified	Vacant	$1.00
2219 / 147	12/2002	Quit Claim Deed	Unqualified	Vacant	$1.00
1758 / 1870	05/1999	Misc Deed/Document	Unqualified	Vacant	$1.00
1686 / 1136	01/1999	Certificate of Title	Unqualified	Vacant	$1.00
1127 / 351	09/1991	Warranty Deed	Unqualified	Vacant	$1.00
928 / 512	07/1987	Warranty Deed	Qualified	Vacant	$105,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are **subject to change until certified.**

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$260,000	$15,000	$15,000	5.0364	$75.55
SCHOOL BOARD STATE	$260,000	$15,000	$15,000	3.2080	$48.12
SCHOOL BOARD LOCAL	$260,000	$15,000	$15,000	2.9980	$44.97
LAKE COUNTY WATER AUTHORITY	$260,000	$15,000	$15,000	0.2940	$4.41
NORTH LAKE HOSPITAL DIST	$260,000	$15,000	$15,000	0.1500	$2.25
ST JOHNS RIVER FL WATER MGMT DIST	$260,000	$15,000	$15,000	0.1793	$2.69
TOWN OF LADY LAKE	$260,000	$15,000	$15,000	3.3962	$50.94
LAKE COUNTY MSTU AMBULANCE	$260,000	$15,000	$15,000	0.4629	$6.94
LAKE COUNTY VOTED DEBT SERVICE	$260,000	$15,000	$15,000	0.0918	$1.38
LAKE COUNTY MSTU FIRE	$260,000	$15,000	$15,000	0.5138	$7.71
				Total: 16.3304	**Total:** $244.96

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $5,000)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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PROPERTY RECORD CARD

General Information

Name:	CAUDILL DAVID M	**Alternate Key:**	3284640
Mailing Address:	403 LAKE ELLA RD FRUITLAND PARK, FL 34731 *Update Mailing Address*	**Parcel Number:**	30-18-24-0003-000-03500
		Millage Group and City:	0001 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	403 LAKE ELLA RD FRUITLAND PARK FL, 34731	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	S 780.8 FT OF W 330 FT OF E 1/2 OF SE 1/4 OF SW 1/4--LESS S 33 FT FOR RD R/W-- ORB 1757 PG 1205 ORB 4478 PG 2035 ORB 6214 PG 1515		

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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	SINGLE FAMILY (0100)	0	0		5.670	Acre	$191,363.00	$191,363.00

Click here for Zoning Info Map

FEMA Flood

Residential Building(s)

Building 1

Residential

Building Value: $257,108.00

Summary

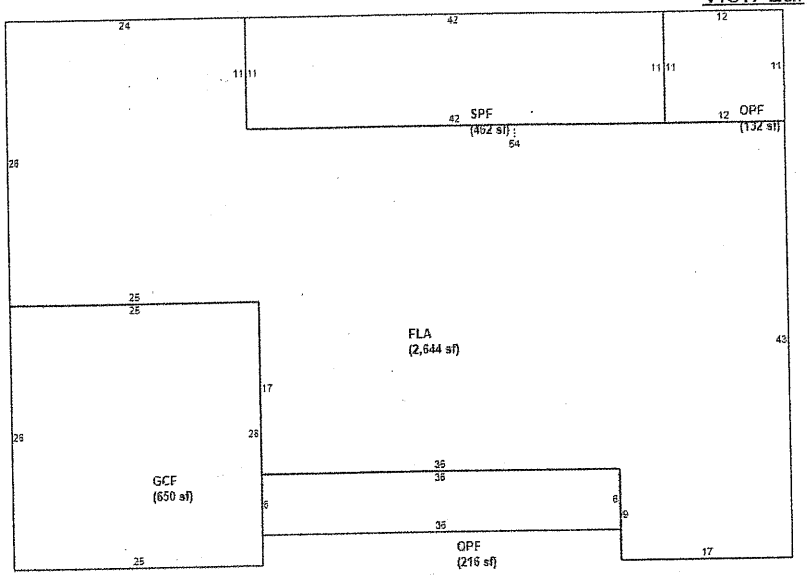
Year Built: 1991	Total Living Area: 2644	Central A/C: Yes	Fireplaces: 1
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	

Incorrect Bedroom, Bath, or other information?

Section(s)

Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	2644
GARAGE FINISHED STONE (GCF)		1.00	650
OPEN PORCH FINISHED (OPF)		1.00	348
SCREEN PORCH FINISHED (SPF)		1.00	462

View Larger / Print / Save



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	CARPORT/POLE SHED UNFINISHED (UCP1)	1296	SF	1991	$1,555.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6214 / 1515	09/2023	Quit Claim Deed	Unqualified	Improved	$100.00
4478 / 2035	05/2014	Warranty Deed	Unqualified	Improved	$100.00
1757 / 1205	09/1999	Warranty Deed	Unqualified	Improved	$0.00
1073 / 1301	08/1990	Warranty Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$450,026	$224,730	$174,730	5.0364	$880.01
SCHOOL BOARD STATE	$450,026	$224,730	$199,730	3.2080	$640.73

SCHOOL BOARD LOCAL	$450,026	$224,730	$199,730	2.9980	$598.79
LAKE COUNTY WATER AUTHORITY	$450,026	$224,730	$174,730	0.2940	$51.37
NORTH LAKE HOSPITAL DIST	$450,026	$224,730	$174,730	0.1500	$26.21
ST JOHNS RIVER FL WATER MGMT DIST	$450,026	$224,730	$174,730	0.1793	$31.33
LAKE COUNTY MSTU STORMWATER	$450,026	$224,730	$174,730	0.4957	$86.61
LAKE COUNTY MSTU AMBULANCE	$450,026	$224,730	$174,730	0.4629	$80.88
LAKE COUNTY VOTED DEBT SERVICE	$450,026	$224,730	$174,730	0.0918	$16.04
LAKE COUNTY MSTU FIRE	$450,026	$224,730	$174,730	0.5138	$89.78
				Total: 13.4299	**Total:** $2,501.75

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

✓	Homestead Exemption (first exemption up to $25,000)	Learn More View the Law
✓	Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
	Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
	Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
	Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
	Widow / Widower Exemption (up to $5,000)	Learn More View the Law
	Blind Exemption (up to $500)	Learn More View the Law
	Disability Exemption (up to $5,000)	Learn More View the Law
	Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
	Veteran's Disability Exemption ($5,000)	Learn More View the Law
	Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
	Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
	Deployed Servicemember Exemption (amount varies)	Learn More View the Law
	First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
	Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
	Conservation Exemption (amount varies)	Learn More View the Law
	Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
	Economic Development Exemption	Learn More View the Law
	Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

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Property data updated nightly.

LEGAL DESCRIPTION

CHW
Professional Consultants

DATE: January 17, 2024
CLIENT: Kolter Group Acquisitions, LLC
PROJECT NO: 22-0098
DESCRIPTION FOR: The Reserve at Hammock Oaks Overall PD

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30, THENCE NORTH 89°49'34" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ROLLING ACRES ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES) AND TO THE **POINT OF BEGINNING**; THENCE SOUTH 0°13'17" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1325.95 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°47'00" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1289.47 FEET TO THE NORTHEAST CORNER OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°17'21" WEST, ALONG THE EAST LINE OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1326.23 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°25'13" WEST, ALONG THE EAST LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1324.90 FEET TO THE SOUTHEAST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°41'22" WEST, ALONG THE SOUTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 , A DISTANCE OF 1330.60 FEET TO THE SOUTHWEST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°22'50" EAST, ALONG THE WEST LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 264.01 FEET TO THE NORTHEAST CORNER OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°45'50" WEST, ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 344.03 FEET TO THE NORTHEAST CORNER OF THE WEST 330 FEET OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°19'15" WEST, ALONG THE EAST LINE OF THE WEST 330 FEET THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 AND ALONG THE EAST LINE OF THE WEST 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 1553.95 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE ELLA ROAD (HAVING A RIGHT OF WAY WIDTH OF 66 FEET); THENCE NORTH 89°47'00" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 672.21 FEET TO THE EAST LINE OF THE WEST 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°15'33" EAST, ALONG THE EAST LINE OF THE WEST 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 AND ALONG THE EAST LINE OF THE WEST 330 FEET OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1554.18 FEET TO THE NORTHEAST CORNER OF THE EAST 330 FEET THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°45'50" WEST, ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 330.00 FEET TO THE NORTHWEST CORNER OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°15'33" WEST, A DISTANCE OF 105.23 FEET; THENCE NORTH 89°45'21" WEST, A DISTANCE OF 609.99 FEET; THENCE NORTH 0°14'10" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 6.19 FEET TO THE EAST LINE OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°21'49" EAST, ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4

OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 3.63 FEET TO THE NORTHEAST CORNER OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°43'05" WEST, ALONG THE NORTH LINE OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 23.82 FEET; THENCE NORTH 0°13'41" EAST, A DISTANCE OF 464.17 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°44'32" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 679.42 FEET TO THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE NORTH 0°12'50" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 662.23 FEET; THENCE NORTH 0°03'55" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.54 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 89°43'08" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 1323.38 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°13'54" EAST, ALONG THE WEST LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1655.67 FEET TO THE NORTHWEST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 89°44'35" EAST, A DISTANCE OF 1353.09 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF NORTHWEST 1/4 OF S AID SECTION 30 TO THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°23'04" WEST, ALONG THE WEST LINE THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 74.77 FEET; THENCE NORTH 45°22'18" EAST, A DISTANCE OF 106.09 FEET TO THE NORTH LINE THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°49'05" EAST, ALONG THE NORTH LINE THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1253.48 FEET TO THE NORTHEAST CORNER THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 0°17'52" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 662.27 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 89°49'34" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1287.71 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED LANDS CONTAIN: 296.262 ACRES, MORE OR LESS.

ALL AS SHOWN ON THE MAP
ATTACHED HEREWITH AND MADE
A PART HEREOF

Caudill Property
Lake County Parcels #30-18-24-0003-000-03500, 01201, 02600
Natural Resource and Listed Species Assessment

October 18, 2023

1.0 Introduction

This report documents the results of a natural resource assessment and listed species survey conducted on September 12, 2023, by CHW Ecological Services Group for Caudill Property (Project). The Project totals approximately 24 acres and is in Section 30, Township 18 South, and Range 24 East, Lake County, Florida identified by parcel identification numbers 30-18-24-0003-000-03500, 30-18-24-0003-000-01201, and 30-18-24-0003-000-02600 (Exhibit 1). The Project is composed of a single-family residence and open pastureland (Exhibit 2). Existing habitat and land uses surrounding the Project include pasture to the north, single-family residences and pasture to the east, and Lake Ella Road to the south.

2.0 Land Use and Land Cover

The vegetation and land use mapping for the Project was conducted using Florida Department of Transportation 2020 color rectified aerials. Ground truthing to map the vegetative communities was conducted on September 12th, 2023, utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) Levels III (Florida Department of Transportation 1999). AutoCAD Map 3D 2022 software was used to determine the acreage of each mapping area, produce summaries, and generate the FLUCFCS map for the Project.

Two vegetative associations/land uses (i.e., FLUCFCS codes) were identified on the Project (Exhibit 3). Table 1 summarizes the FLUCFCS acreages and a description of each FLUCFCS code is provided below.

Table 1. FLUCFCS Descriptions

FLUCFCS Code	FLUCFCS Description	Acres ±	% of Total
110	Residential, Low Density	0.59	2.5
210	Improved Pastures	23.44	97.5
	Total	**24.03**	**100**

Residential Low Density (FLUCFCS Code 110)

The canopy of this upland land use includes laurel oak (*Quercus laurifolia*), southern magnolia (*Magnolia grandiflora*), and live oak (*Quercus virginiana*). The subcanopy of this habitat type is open. The groundcover includes bahiagrass (*Paspalum notatum*) and bermudagrass (*Cynodon dactylon*).

Improved Pastures (FLUCFCS Code 210)

The canopy of this upland habitat is open but includes widely scattered live oak, sand live oak (*Quercus geminata*), laurel oak, winged sumac (*Rhus copallinum*), and southern magnolia. The subcanopy includes toothache tree (*Zanthoxylum clava-herculis*), scrub oak (*Quercus inopina*), and winged sumac. The ground cover is dominated by bahaigrass and bermudagrass but also includes beautyberry (*Callicarpa americana*), pokeweed (*Phytolacca americana*), and devil's walkingstick (*Aralia spinosa*).

2.1 Lake County Code of Ordinances for Protected Communities

Lake County Code of Ordinances Chapter VI Resource Protection identifies seven naturally occurring upland communities that are considered rare and endangered and in need of additional protection. (Table 2).

Table 2. Lake County Protected Upland Communities

Natural Upland Community	FLUCFCS Code
Palmetto Prairie	321
Pine Flatwoods	411
Longleaf Pine/Xeric Oak	412
Sand Pine Scrub	413
Pine, Oak, and Hickory	423
Temperate Hardwoods	425
Xeric Hammock	427

No Lake County protected rare and endangered natural upland communities were documented on the Project site as described in the resource protection standards in Chapter VI Section 6.03.00 of the Lake County Code of Ordinances. Habitats have been altered by historical clearing and are located in a landscape bisected by a network of roads and site improvements for both residential and agricultural purposes.

3.0 Soils

The Natural Resources Conservation Service (NRCS) soils map describes four soil types as occurring on the Project site (Exhibit 4). Table 3 summarizes the Project's mapped soil units and their hydric status. There are no hydric soil types mapped on the Project. Mapped soil types are consistent with upland pastureland communities.

Table 3. Summary of Soils on the Project Site

Map Unit	Soil Description	Hydric Rating
6	Apopka sand, 5 to 12 percent slopes	No
8	Candler sand, 0 to 5 percent slopes	No
9	Candler sand, 5 to 12 percent slopes	No
25	Kendrick sand, 5 to 8 percent slopes	No

4.0 Listed Species

Lake County, Florida Code of Ordinances defines Designated Species as "Species that have been designated at the Federal or State level as endangered, threatened, or species of special concern" in Appendix E – Land Development Regulations Chapter II Definitions. Furthermore, the Code of Ordinances section 6.03.00 – 6.04.00 outlines protections and recommends management activities for designated species found on the Project site either occurring by themselves or especially if a designated species is associated with rare and endangered uplands. A literature review and field survey were conducted to determine if the Project site was being utilized by state or federally listed species as identified by the Florida Fish and Wildlife Conservation Commission (FWCC) and the U.S. Fish and Wildlife Service (USFWS) as endangered or threatened. In addition, the Project site was surveyed for plant species listed by the Florida Department of Agriculture and Consumer Services (FDACS) and the USFWS as endangered, threatened, or commercially exploited.

4.1 Methods

A literature review involved an examination of available information on Federal and State listed species in the Project's geographical region. The literature sources reviewed included the FWCC's Florida's Endangered and Threatened Species (2021); Florida Atlas of Breeding Sites for Herons and Their Allies (Runde et al. 1991); National Bald Eagle Management Guidelines (USFWS 2007); the Audubon Eagle Watch database of bald eagle (*Haliaeetus leucocephalus*) nest locations; and GIS records of occurrence database information from the USFWS and the FWCC.

The field survey was conducted on September 12th, 2023, during daylight hours by qualified ecologists walking parallel belt transects across the Project site. Transects were oriented north south and spaced at approximately 75-foot intervals to ensure that sufficient visual coverage of ground and flora were obtained, Exhibit 5. At regular intervals, the ecologists stopped, remained quiet, and listened for wildlife vocalizations. The survey was conducted with the aid of 8x power binoculars. Weather conditions in the pedestrian transects during the survey included temperatures in the mid-80s, clear skies, and no precipitation.

4.2 Results

No listed/designated species were observed on the Project site, furthermore, database information from the USFWS and FWCC regarding listed species revealed that documented occurrences were outside of the Project site and their associated buffers.

According to the Audubon Eagle Watch and FWCC databases, the closest bald eagle nest (LA-157) is located approximately 1.8 miles southeast of the Project (Exhibit 6). This distance is beyond the FWCC and the USFWS recommended 660-foot buffer protection zone for active and alternate bald eagle nests. The bald eagle was delisted under the federal Endangered Species Act in 2007, but it is still protected under the Bald and Golden Eagle Protection Act.

The Florida Atlas of Breeding Sites for Herons and Their Allies (Runde et al. 1991) and the FWCC database were referenced for the locations of breeding colonies for both listed and non-listed wading birds including, but not limited to, snowy egret (*Egretta thula*), roseate spoonbill (*Ajaia*

ajaja), little blue heron (*Egretta caerulea*), and tri-colored heron (*Egretta tricolor*). The FWCC information is current through 1999. According to these sources, a rookery exists approximately 4.8 miles southeast of the Project (Exhibit 6) which is beyond the FWC's recommended 250-foot buffer.

The Project lies within the USFWS Consultation Area for the Florida scrub jay (Exhibit 7) but is located outside of the current known range for this species. Historic community types on and adjacent to the Project have been replaced by pastureland. No preferred scrub oak habitat was observed on the project site.

The Project lies within the USFWS Consultation area for the Florida sand skink (Exhibit 8). The elevation and soil types for the Project site are consistent with sand skink habitat as described by USFWS Species Conservation and Consultation Guide (USFWS 2020) (Exhibit 9). However no suitable sand skink habitat is present on the Project site due to the lack of open areas of sand, dense bahiagrass, and compacted terrain found throughout. It is CHW's professional opinion that the Project site is unsuitable and creates un-swimmable conditions for sand skinks.

5.0 Summary

On September 12th, 2023, CHW ecologists conducted Project habitat mapping and survey for threatened and endangered species. The Project is composed entirely of uplands altered for pastureland and residential use. The surrounding landscape is dominated by pastureland and bisected by roads and residential use. No rare or endangered natural upland community types outlined by Lake County Code of Ordinances were identified. Based on field reconnaissance and a review of agency databases, no Federal or state listed species were observed or have been reported on the Project site.

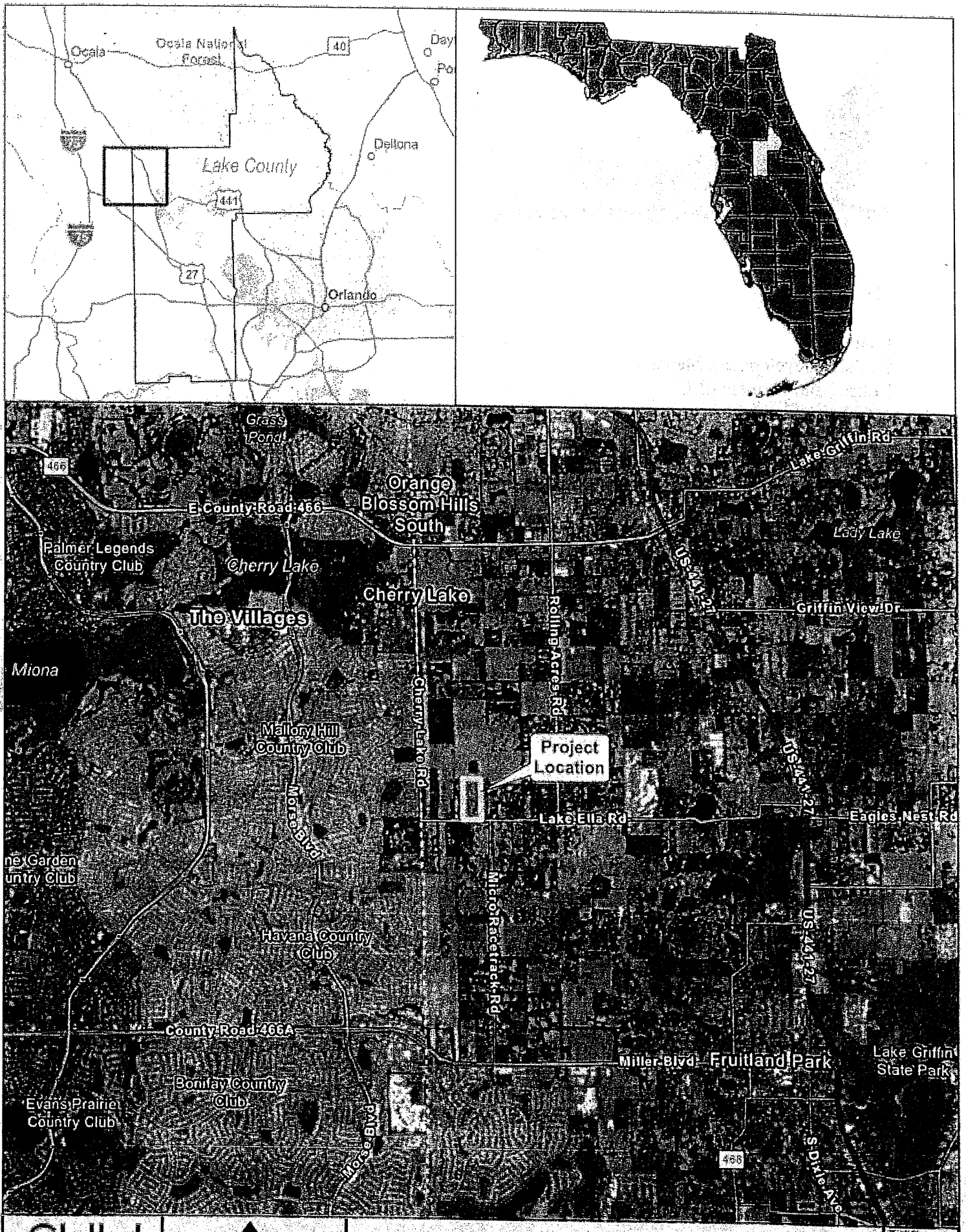
6.0 References

Florida Fish and Wildlife Conservation Commission. 2022. Florida's Endangered and Threatened Species. Official Lists, Bureau of Non-Game Wildlife, Division of Wildlife.

Runde, D.E., J.A. Gore, J.A. Hovis, M.S. Robson, and P.D. Southall. 1991. Florida Atlas of Breeding Sites for Herons and Their Allies, Update 1986 - 1989. Nongame Wildlife Program Technical Report No. 10. Florida Game and Fresh Water Fish Commission, Tallahassee, Florida. E6-5

U.S. Fish and Wildlife Service. 2007. National Bald Eagle Management Guidelines.

U.S. Fish and Wildlife Service. 2020. Species Conservation and Consultation Guide. Sand Skink



Document Path: N:\2022\22-009@Admin & Information\07_Maps\Caudill_Parcel\Preliminary_Site_Assessment\PSA\PSA.aprx Prepared by: DB Date: 9/29/2022

March 25, 2022

John Curtis
Sr. Land Development Manager
Kolter Land Partners LLC
7559 SW 86th Way
Gainesville, FL 32608

Re: Reserve at Hammock Oaks (Malkiewicz)
Lake County, FL
Listed Species Report
ECS Project No. 951.04.22

Dear John:

On March 14th, 2022, a listed species survey was conducted on the Reserve at Hammock Oaks (Malkiewicz) Property. The proposed project site is located east of NE 90th Street and north of Lake Ella Road, and at the end of Oswalds Alley in Fruitland Park, Florida. More specifically, the project site is located in Section 30, Township 18 South and Range 24 East of Lake County, Florida (Figure 1).

The subject property is an occupied single-family home. The habitat surrounding the home is mowed and maintained uplands.

A survey of the project boundaries was conducted to assess the potential occurrence of flora and fauna listed as threatened or endangered by the United States Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and the Florida Department of Agriculture (FDA). Tables 1 and 2 provide a listing of the species known to occur within Lake County and their expected occurrence of the project site. The findings and conclusions of the survey are reported in this letter.

The survey was conducted by Ecological Consulting Solutions Inc (ECS) for the purpose of evaluating the site for the presence or absence of wetland habitat and protected flora and fauna or their habitat. The survey was conducted by means of pedestrian transects in the early morning to assure the potential of observing listed fauna as recommended by the FWC and the USFWS.

The following resources were used for supporting information during the site assessment and letter preparation:

- Color aerial photographs (1" = 300), 2019, Google Earth, Lake County, Florida.
- National Wetlands Inventory Mapping, U.S. Fish and Wildlife Service.
- United States Geological Survey (USGS) 7.5 minute quadrangle map, Lake County, Florida, (ArcGIS).
- Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (USFWS and FWC).

Pedestrian surveys of the project site were conducted in order to qualitatively document the existing vegetation and to assess the present land use patterns according to the Florida Land Use, Cover and Forms Classification System, Department of Transportation (FLUCFCS; DOT 1999). Two (02) land-use types were determined for the project site (Figure 1). A brief description of each FLUCFCS community is provided below.

110 – Residential, Low Density

Located in the northeastern portion of the property there is a home that is currently occupied. Vegetation surrounding the home consists of bahia grass (*Paspalum notatum*).

190 – Open Lands

The dominate habitat type located on site. There is a shed as well as a pad where a previous structure once was. This area is regularly mowed and maintained vegetation observed includes of bahia grass there are a few laurel oaks (*Quercus laurifolia*) and longleaf pines (Pinus palustris) present on site.

Listed Species Survey Results

A survey was conducted using pedestrian transects throughout the site to assess the occurrence, or potential for occurrence, of flora and fauna listed as threatened, endangered, or as species of special concern (SSC) by the Florida Fish and Wildlife Conservation Commission (FWC), United States Fish and Wildlife Service (USFWS), and Florida Department of Agriculture (FDA).

On January 11, 2017, the FWC State listing status changes, originally proposed back in 2010, became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

• 15 species were removed from Florida's Endangered and Threatened Species List: Eastern chipmunk, Florida mouse, brown pelican, limpkin, snowy egret, white ibis, peninsula ribbon snake (Lower Keys population), red rat snake Lower Keys population), striped mud turtle (Lower Keys population), Suwannee cooter, gopher frog, Pine Barrens tree frog, Lake Eustis pupfish, mangrove rivulus, and Florida tree snail.

• 23 species changed from State-designated Species of Special Concern to State-designated Threatened species: Sherman's short-tailed shrew, Sanibel rice rat, little blue heron, tricolored heron, reddish egret, roseate spoonbill, American oystercatcher, black skimmer, Florida burrowing owl, Marian's marsh wren, Worthington's Marsh wren, Scott's seaside sparrow, Wakulla seaside sparrow, Barbour's map turtle, Florida Keys mole skink, Florida pine snake, Georgia blind salamander, Florida bog frog, bluenose shiner, saltmarsh top minnow, Southern tessellated darter, Santa Fe crayfish, and Black Creek crayfish.

• 14 species keep their State-designated Threatened status: Everglades mink, Big Cypress fox squirrel, Florida sandhill crane, snowy plover, least tern, white-crowned pigeon, Southeastern American kestrel, Florida brown snake (Lower Keys population), Key ringneck snake, short-tailed snake, rim rock crowned snake, Key silverside, blackmouth shiner, and crystal darter.

• Five species listed as State-designated Species of Special Concern: (list species): Homosassa shrew, Sherman's fox squirrel, osprey (Monroe County population), alligator snapping turtle, and harlequin darter.
Birds

On December 23, 2018, the State listing status changes that were proposed in 2011 as part of the newly implemented imperiled species management system became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

• Four species were removed from Florida's Endangered and Threatened Species List as State Species of Special Concern: Harlequin darter, Osprey (Monroe County population), Homosassa shrew, and Sherman's fox squirrel.

• The Alligator snapping turtle was taxonomically reclassified into three subspecies. The Suwannee alligator snapping turtle was listed as a State-designated Threatened species. • Two species were listed as Federally-designated Threatened species: Giant manta ray and Nassau grouper. • Four species had changes in their scientific names: Short tailed snake, Bluetail mole skink, Florida Keys mole skink, and sand skink.

Birds

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. For Lake County, the USFWS federally lists four (4) bird species. Only a few are expected to occur in central Florida. No listed birds were observed at this site. (Table 1).

Florida scrub jays (*Aphelocoma c. coerulescens)* were not observed on the project site. This species is listed as threatened at the state and federal levels. The property does not contain scrub habitat. The survey guidelines outlined in the *Ecology & Development-Related Habitat Requirements of the Florida Scrub Jay (April 1991)* were reviewed prior to the site visit. No scrub jays were observed, or vocalizations heard. The surrounding areas to the north, south, east and west do not contain scrub habitat.

Red-cockaded woodpeckers (*Picoides borealis*) are endangered (USFWS) and endangered (FWC). No red-cockaded woodpeckers were observed, and the upland habitat type is not suitable. There were no open pine flatwoods with old-growth pines that characterize RCW nesting and foraging habitat.

Listed wading birds such as limpkin (*Aramus guarauna),* little blue heron (*Egretta caerulea),* snowy egret (*Egretta thula),* tricolored heron (*Egretta tricolor),* white ibis (*Eudocimus albus)* and wood stork *(Mycteria americana)* were not observed. There are no onsite wetlands or ditches to provide wading bird habitat.

Bald eagles (*Haliaeetus leucocephalus*) or their nests were not observed on the site. Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The USFWS has established a 660 foot protection zone around a bald eagle nest.

ECS searched the FWC as well as Audubon Society Eagle Watch website to determine if any documented bald eagle nests are within 660 feet of the site. There are no bald eagle nests near the proposed project site. Therefore, the project site is well outside of the 660-foot eagle nest protection zone and the development will not affect any bald eagle nests.

No other listed raptors such as Southeastern American kestrels (*Falco sparverius paulus*) or Arctic peregrine falcons (*Falco peregrinus tundrius*) were observed on or around the sites. No birds were observed on or offsite at the time of the survey.

Amphibians and Reptiles

About thirty (30) species of Florida's amphibians and reptiles are protected. For Lake County, the USFWS federally lists three (3) reptile species. Only a few could occur on this site.

Sand Skink

The sand skink (*Neoseps reynoldsi*) is listed as threatened by both FWS and FWC. The sand skink is primarily found in rosemary scrub, sand pine and oak scrub. Sand skinks require loose sand with large area of no groundcover or canopy cover.

On April 4, 2011, the U.S. Fish and Wildlife Service published a revised sand and bluetail mole skink survey protocol, which impacts owners of properties in interior Central Florida. The known range of the sand skink now includes Highlands, **Lake**, Marion, Orange, Osceola, Polk, and Putnam Counties with principal populations along the Lake Wales Ridge, the Winter Haven Ridge, and the Mount Dora Ridge. The habitat of the sand skink and bluetail mole skinks is affected by the conversion of citrus groves to pasture lands as well as to residential land uses. Coverboard surveys will determine the actual area of occupation. Only the area where sand skinks are found will be considered occupied and only that area will require mitigation.

According to the revised protocol, if a property lies within the sand skink consultation area, has suitable habitat, has an elevation of 80 feet above sea level and contains sandy soils, then sand skink surveys are required. The burden is on the property owner to document the absence of sand skinks. Mitigation costs for sand skinks approach $60,000.00 to $70,000.00 per impacted acre.

The property is within the sand skink consultation area, therefore approvals from the USFWS will have to be obtained prior to development of the Reserve at Hammock Oaks (Malkiewicz) property.

ECS surveyed for the presence of sand skink tracts. No tracks were observed. According to USFWS guidelines, if no sand skink tracts are observed, then coverboard surveys must be performed. Coverboard surveys can only be performed during March 01st through May 15th. Should sand skinks tracts be observed prior to conducting coverboard surveys, then the coverboard survey would not be required. Consultation with USFWS staff concerning proposed impacts to sand skink habitat can commence if sand skink tracts are observed.

Due to the dense groundcover vegetation with active maintenance, it is our opinion that there is no suitable sand skink habitat onsite. ECS staff will reach out to the USFWS to get confirmation that no surveys will be necessary.

Gopher Tortoise

A cursory survey was conducted throughout the property for gopher tortoises (*Gopherus polyphemus)*, a species listed by the FWC as a Threatened. No gopher tortoise burrows were observed throughout the property. A 100% survey will be necessary to determine if gopher tortoise burrows move on site.

Currently, there are four suitable options to conduct activities that may adversely impact tortoises. The options are to:

1. Avoid developing the area occupied by the tortoises.
2. Avoid individual burrow entrances to ensure the protection of the entire burrow, usually a distance of 50 feet.
3. Capture and relocate the tortoises to a separate onsite location.
4. Capture and relocate the tortoises to an offsite FWC-approved recipient site.

Tortoises may be relocated to an on-site preserve at a density of up to four tortoises per acre of suitable upland habitat. Onsite recipient sites must be suitable set-aside areas that are not disturbed by construction activities, that provide a safe environment, and that exclude (through temporary fencing or other means) tortoises from development areas until such development activities have been completed.

Gopher tortoises need access to the following: 1) sufficient areas of forage (herbaceous and low-growing plants including native broadleaf grasses, legumes [bean/pea family], asters, blackberries and other fruits, prickly pear cactus, and a variety of other non-native grasses, except cogon grass; 2) open sandy, well-drained, open (uncanopied), sunny sites for burrows and basking; 3) protection from dogs, cats, other exotic predators, human harassment, and busy roads. Such general conditions must remain after development, outside the built footprint on the site.

Small sites typically have gopher tortoises that normally "roam" between adjoining neighboring parcels to forage or burrow, so this should be considered as well. The herbaceous vegetation must be maintained (mowing, burning, etc.), and pesticides/herbicides should not be used in the recipient area.

A permanent FWC-approved easement must also be placed over the onsite recipient area to be maintained in perpetuity.

If the project site does not have a dedicated onsite preserve for tortoises, then offsite relocation will be necessary. In this event, tortoises can be relocated by biologists to an FWC approved recipient site. ECS biologists are authorized by the FWC to relocate gopher tortoises by various means including backhoe extraction. ECS also manages five (5) gopher tortoise recipient sites which are long-term protected sites.

The tasks associated with conducting an offsite relocation of tortoises would include reserving as yet to be determined number of acres at the recipient site, submitting an application to the FWC for the relocation, removing the tortoises from the donor site to the recipient site and reporting the results of the relocation to the FWC.

It typically takes 14 to 30 days to obtain the permit to relocate the onsite gopher tortoise population to an approved recipient site. Once the relocation permit is received, ECS can complete the relocation using either the backhoe or bucket trapping extraction methods.

Several commensal species associated with gopher tortoise burrows, including the gopher frog (*Rana areolata aesopus)* and eastern indigo snake (*Drymarchon corais couperi)* also receive protection, but were not observed.

Eastern Indigo Snake

Concerning the eastern indigo snake, ECS conducted survey transects to identify potential aboveground and underground refugia, which eastern indigo snakes may inhabit. Underground refugia includes active or inactive gopher tortoise burrows, mammal burrows, hollows at the base of trees and other similar formations.

Above ground refugia includes thick shrub formations, stumps, the base of thick palmetto, ground litter, brush piles, trash piles, and abandoned structures, and crevices of rock-lined ditch walls and other similar refugia.

Surveys for eastern indigo snakes are recommended by the USFWS during the time of October 01st through April 30th. There were little suitable refugia for the eastern indigo snake onsite. No eastern indigo snakes were observed.

The USFWS has established new programmatic effect determination key (Key) as part of the eastern indigo snake management. The Key allows the USFWS to require mitigation for eastern indigo snake habitat if 25 or more acres of suitable habitat will be impacted for development.

The USFWS has established a fund that a developer can pay into for mitigation.

A developer can pay up front and then no surveys for the eastern indigo snakes are required. The survey is a minimum 5-day survey. To save time and monies associated with the surveys, the developer can pay a fee and expedite the permitting process.

To determine if the site has eastern indigo snake habitat will be up to the USFWS reviewer assigned to the project.

The Key only applies if a project has Army Corps of Engineers jurisdictional wetlands. It was designed to speed up the permitting process for indigo snakes when there are Army Corps of Engineers jurisdictional wetlands onsite. The idea is a developer pays into the fund and gets a permit quickly.

If a project site does not have Army Corps of Engineers jurisdictional wetlands, then the programmatic key cannot be used. Under this circumstance, formal consultation with the USFWS would have to be conducted which can take up to 6 months to obtain a permit to impact eastern indigo snake habitat.

The USFWS requires the developer to notify the local field office via email at least **30 days prior** to any clearing/land alteration activities.

The notification has to include an eastern indigo snake protection/education plan. This notification can occur via email with the protection/education plan attached.

As long as the signatory of the e-mail certifies compliance with the protection/education plan (including use of the USFWS informational poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

Mammals

Thirty-three (33) mammals are currently protected in Florida. For Lake County, the USFWS federally lists eight (8) mammal species. About four could occur in the region of this project site. None were observed on this site.

We focused our search on fox squirrels (*Sciurus niger niger*) and the Florida mouse (*Podomys floridanus)* and their possible den or nest sites. Gopher tortoise burrows are present which increases the likelihood for the presence of the Florida mouse. Listed mammals or their potential den sites were not observed.

Listed Plants

There were no protected plant species found on the project sites (Table 2). Protected plants are not expected to occur on the project site since the area has been previously cleared and used as a landscape nursery. Currently, there are no technical reports available by the state or federal agencies mentioned in this letter report for the survey of the nearly 400 protected plant species. None of the agencies require relocation or mitigation for protected plant species.

The Department of Agriculture and Consumer Services (DACS) designates and regulates plants listed as "endangered", "commercially exploited" and "threatened". There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from his property. However, it is unlawful for an individual to harvest an endangered or threatened species from the private land of another or any public land without first obtaining written permission of that landowner and a permit from DACS. Additionally, harvesting three or more commercially exploited plants from the private land of another or any public land will also require a DACS permit.

Summary

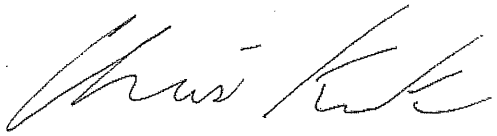
In summary, no listed species were observed on site. There are no wetlands present on site.

ECS recommends reaching out to the USFWS to verify that the majority of the property is unsuitable for sand skinks and what areas, if any, will require a coverboard survey.

Ecological Consulting Solutions Inc. appreciates the opportunity to provide you with our services. Should you have any questions or require additional information, please do not hesitate to contact me.

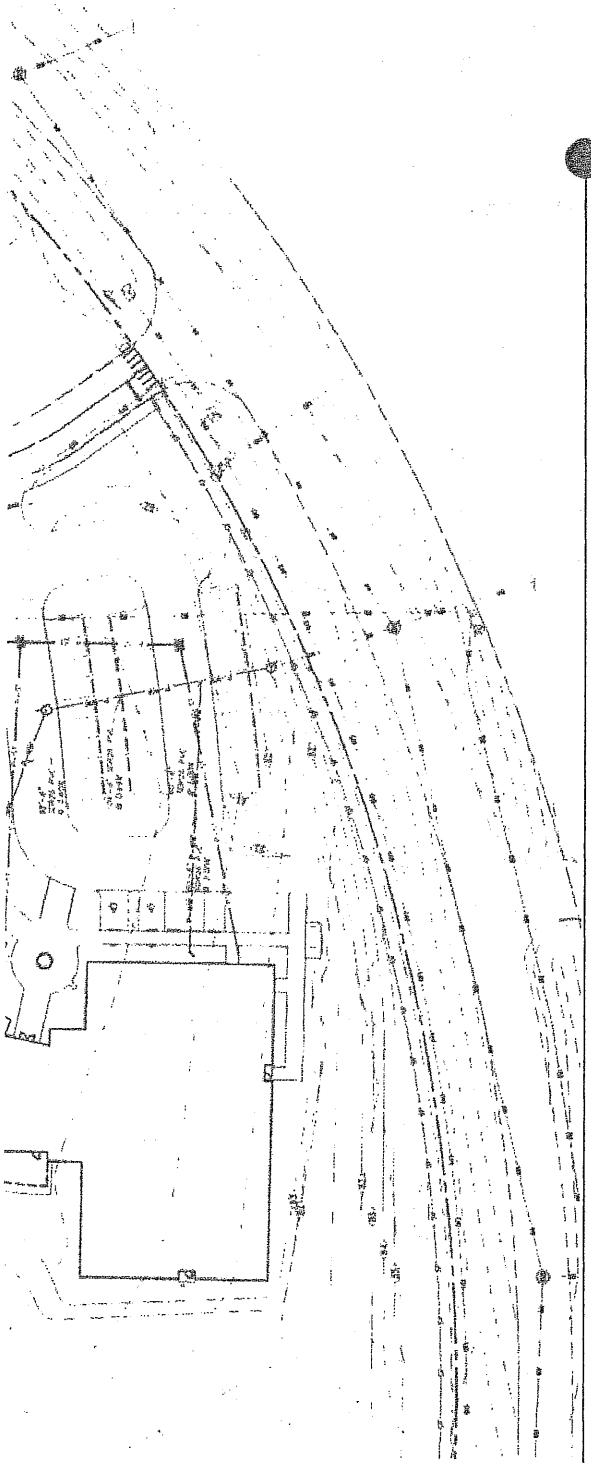
Sincerely,

ECOLOGICAL CONSULTING SOLUTIONS INC



Chris Krack

Attachments



THE RESERVE @ HAMMOCK OAKS

Planned Unit Development (PUD) Rezoning – Justification Report

February 15, 2024

Prepared for:
Town of Lady Lake, Growth Management Department

Prepared on behalf of:
SK Hammock Oaks LLC; David M. Caudill; Christopher C. Caudill; and Kara L. Wassman

Prepared by:
CHW, LLC

PN# 22-0098.08
N:\2022\22-0098\Departments\02_Planning\Reports\.08\RPT 240215 The Reserve Amend PUD.docx

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1. Executive Summary

To: Thad Carroll, AICP, Town of Lady Lake, Growth Management Director
From: Craig Brashier, AICP, CHW, Planning Director
Date: February 15, 2024
Re: The Reserve @ Hammock Oaks – PUD Rezoning Application

Jurisdiction: Town of Lady Lake, FL	**Intent of Application:** Amend the boundaries of the approved The Reserve at Hammock Oaks PUD by removing ±57 acres east of Rolling Acres Boulevard and adding ±24 acres that connect to Lake Ella Road. Uses within the PUD will include market-rate and age-restricted single-family detached units, townhome / villa units, and a non-residential site.
Physical Address/Description: South of CR 466, North of Lake Ella Rd., East of Cherry Lake Rd., and West of Rolling Acres Rd.	
Subject Property Alt. Keys: 1283523, 1283582, 1283612, 2877685, 2879874, 3284640, 1740045, and 1771510	**Total Acreage:** ±296.26 acres (ac) *(Source: CHW Survey)*
Existing Future Land Use (FLU) Classification: Single Family Medium Residential (Town) (±272.25 ac) Development in the Single Family - Medium Density Residential category shall be limited to detached single family dwelling units. Densities cannot exceed 6 units/acre. Rural (County) (±24.01 ac) The County's Rural FLU category is intended to protect rural lifestyles represented by single-family homes on large lots and to accommodate agricultural pursuits. New development cannot utilize regional water and wastewater utilities within the Rural FLU classification.	**Proposed Future Land Use (FLU) Classification:** Single Family Medium Density (Town) (±296.26 ac) The Single Family Medium Density FLU category has a maximum density of 6 dwelling units per acre. The FLU category is limited to detached single-family dwelling units, unless a PUD is implemented; with a PUD, multifamily, industrial, and commercial uses are also permitted.
Existing Zoning District: Planned Unit Development (PUD) (Town) (±272.25 ac) A PUD with a mix of housing types (i.e., single family and multi-family) shall be allowed within all residentially designated areas of the Future Land Use Map and the percentage of distribution shall be flexible. Agriculture (A) (County) (±24.01 ac) The purpose of the County's agriculture zoning district is to classify land suitable to agricultural usage.	**Proposed Zoning District:** PUD: Planned Unit Development (Town) (±296.26 ac) The purpose of the PUD zoning district is to encourage a variety of housing types and innovative development concepts with amenities, recreation areas, and open space.
Existing Entitlements: Max. Density (Reserve at Hammock Oaks PUD):	**Proposed Entitlements:** Max. Density: ±296.26 ac * ±3.7 du / 1 ac = **1,105 du**

±330 acres (ac) * 4 dwelling unit (du) / 1 ac = 1,320 dwelling units (du)[1] Max. Intensity (Commercial): N/A	Max. Intensity (Commercial): 137,649.60 square feet (sf) commercial land use area * 0.108 FAR = ±15,000 sf
Net Change This application is a PUD Rezoning requesting an amendment to the boundaries and entitlements of the existing, previously approved Reserve at Hammock Oaks PUD (as shown in **Figure 1** below). While the previously approved Reserve at Hammock Oaks PUD permitted a maximum of 4 du/ac, this PUD Amendment requests a gross density of ±3.7 du/ac yielding 1,105 du, resulting in a ***proposed net decrease of 215 residential du*** from what was previously permitted. This PUD Amendment also adds a maximum of **±15,000 square feet (sf) of commercial use** to the project.	

[1] Gross density for Reserve at Hammock Oaks PUD was adopted by Town of Lady Lake, Ord. 2022-13.

2. Statement of Proposed Change

This Planned Unit Development (PUD) Rezoning application amends the existing, previously approved The Reserve at Hammock Oaks PUD located in the Town of Lady Lake. An aerial of the approved Reserve PUD boundary is shown below in **Figure 1**.



Figure 1: Aerial Map of Approved Reserve at Hammock Oaks PUD

This application is intended to amend the boundaries of the approved Reserve PUD by removing ±57 acres east of Rolling Acres Boulevard and adding ±24 acres that connect to Lake Ella Road. An aerial of the proposed site is shown below in **Figure 2**. Also, concurrent applications for Annexation and a Small-scale Comprehensive Plan Amendment (Ss-CPA) have been submitted for the three (3) parcels that extend to Lake Ella Rd.

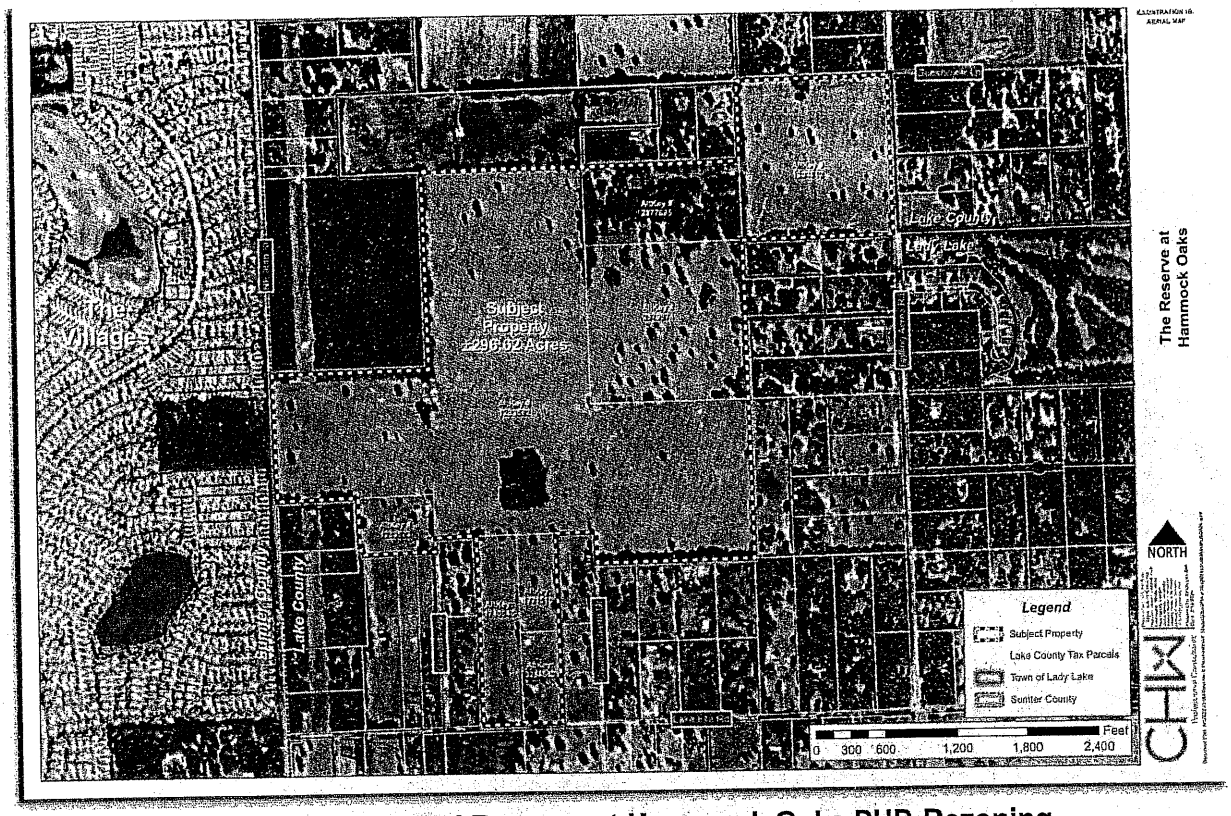

Figure 2: Aerial Map of Proposed Reserve at Hammock Oaks PUD Rezoning

The intent of these applications is to allow a single, cohesive development over the entire subject property. Uses include a mix of housing options: market-rate single-family detached, age-restricted single-family detached, townhome units, a non-residential site, and a minimum of ±74 acres of open space, including one (1) clubhouse and other onsite amenities. Proposed future development also includes a commercial use area along Cherry Lake Road. Public utilities will be extended to and distributed throughout the development at the developers' or Community Development District's (CDD's) expense.

The requests are consistent with the Town of Lady Lake's Comprehensive Plan and Land Development Regulations (LDR), as demonstrated in this report.

Table 1: Adjacent Future Land Use and Zoning Designations

Direction	FLU Designation	Zoning Designation
North	Mixed Development / Traditional Neighborhood (Town) Urban Low (County)	Planned Unit Development (PUD) (Town) Agriculture (A) (County)
East	Single Family Medium Density (Town) Rural Low Density (Town) Urban Low (County)	Planned Unit Development (PUD) (Town) Agriculture Residential (AG-1) (Town) Agriculture (A) (County)
South	Rural (County)	Agriculture (A) (County)
West	Rural (County)	Agriculture (A) (County)



Figure 3: Existing Future Land Use Map

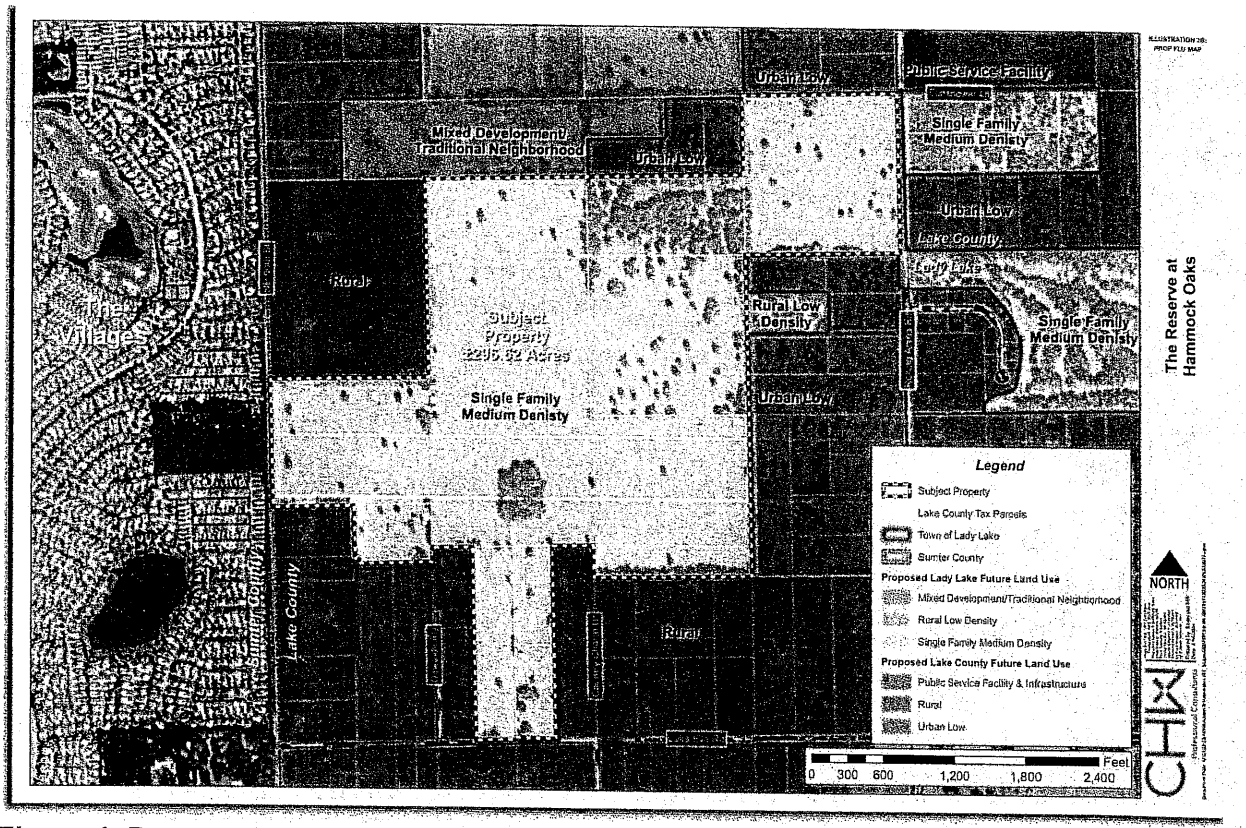

Figure 4: Proposed Future Land Use Map



Figure 5: Existing Zoning Map

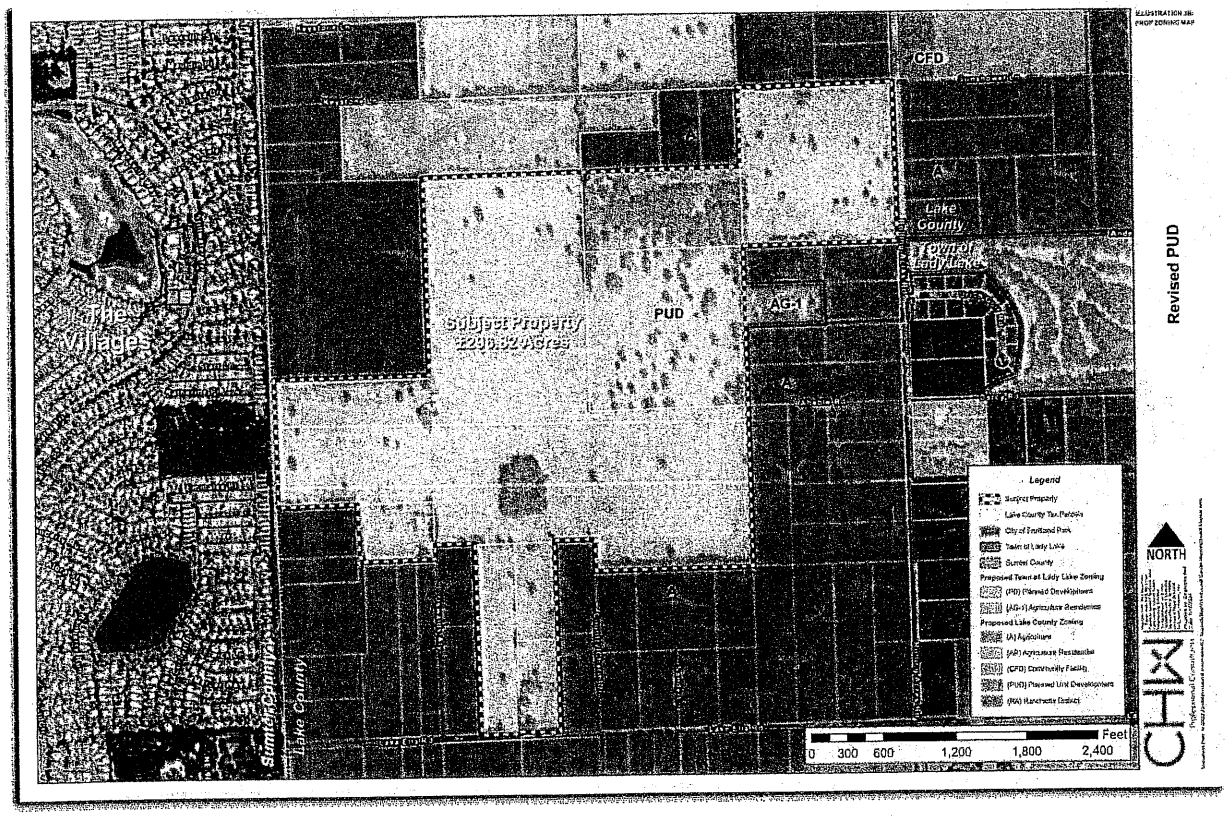

Figure 6: Proposed Zoning Map

3. Public Facilities Impact Analysis

This section approximates maximum impacts on public facilities based on this PUD Rezoning, which requests a decrease of 215 single-family detached units and ±15,000 square feet (sf) of commercial use on ±296.26 acres (ac). The requested entitlements total 1,105 dwelling units, or approximately ±3.7 dwelling units per acre.

Transportation

A Transportation Impact Analysis (TIA) was prepared for the proposed PUD Rezoning and is submitted with this application as a separate document.

Conclusion: Under the PUD Rezoning, maximum development potential would generate an additional estimated 8,132 daily trips on the roadway network. The proposed PUD Rezoning is not projected to cause Level of Service (LOS) deficiencies on the transportation network within the study area. The project will undergo additional review through the development process, where roadway capacity, traffic operations, and access will be further evaluated in accordance with the Town of Lady Lake and the Lake-Sumter Metropolitan Planning Organization (MPO). The proposed development will be required to address any off-site impacts in accordance with the Town's Traffic Impact Study Guidelines.

Potable Water

Table 2. Projected Potable Water Demand

Land Use	Maximum Units[1]	Generation Rate[2]	Estimated Demand (GPD)
Proposed			
Residential	-215	250	-53,750
Nonresidential	15,000	3.5 ERU * 250	875
Net Demand		-	**-52,875**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PUD. Nonresidential: Gross Floor Area (GFA) based on maximum FAR allowed in the proposed PUD, includes the on-site day care facility.*
2. *Generation Rate source:*
    a. *Town of Lady Lake Land Development Regulations, Chapter 14, Appendix A, Unit Designations 17.*

Conclusion: The revised PUD will generate an estimated ***decrease*** in demand of 52,875 gallons per day (GPD) on the Town's potable water infrastructure. The development to follow approval of this application will include the extension of Town potable water utility infrastructure to and throughout the Subject Property at the expense of the developer or CDD to serve the project.

Based on previous conversations with Town of Lady Lake Public Works staff, the Town's current potable water capacity is understood to be approximately 300,000 GPD. The Town's water Consumptive Use Permit will be eligible for renewal in 2026. At this time, the allocations may be adjusted by the St. John's River Water Management District, potentially expanding potable water capacity. Adjustment to the Town's Consumptive Use Permit will ensure there is adequate capacity, at the appropriate time, to serve the development to follow this application.

Sanitary Sewer

Table 3. Projected Sanitary Sewer Demand

Land Use	Maximum Units[1]	Generation Rate[2]	Estimated Demand (GPD)
Proposed			
Residential	-215	250	-53,750
Nonresidential	15,000	3.5 ERU * 250	875
Net Demand		-	**-52,875**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PUD. Nonresidential: Gross Floor Area (GFA) based on maximum FAR allowed in the proposed PUD, includes the on-site day care facility.*
2. *Generation Rate source:*
   a. *Town of Lady Lake Land Development Regulations, Chapter 14, Appendix A, Unit Designation 17.*

Conclusion: The revised PUD will generate an estimated ***decrease*** in demand of 52,875 GPD on the Town's sanitary sewer infrastructure. The development to follow approval of this application will include the extension of Town sewer utility infrastructure to and throughout the subject property at the expense of the developer or CDD to serve the project.

Based on pervious conversations with Town of Lady Lake Public Works staff, the Town's current potable water capacity is understood to be approximately 130,000 GPD. The Town has recently begun construction of a new wastewater treatment plant, which will increase this capacity. This plant is slated for completion in approximately two (2) years. The new wastewater treatment plant will ensure there is adequate capacity, at the appropriate time, to serve the development to follow this application.

Solid Waste

Table 4. Projected Solid Waste Demand

Land Use	Maximum Units[1]	Generation Rate[2, 3]	Estimated Demand (GPD)
Proposed			
Residential	-215	4 pounds / resident / day	-1659.8
Nonresidential	15,000	((12 lbs. / 1,000 ft^2 / day* f3) * 365) / 2,000	32.85
Net Demand		-	**-1,626.95**

1. *Units: Residential: Dwelling Unit based on maximum density allowed in the proposed PUD. Nonresidential: Gross Floor Area (GFA) based on maximum FAR allowed in the proposed PUD, includes the on-site day care facility.*
2. *Generation Rate source:*
   a. *Per Town of Lady Lake Comprehensive Plan Public Facilities Policy PUB 1-6.1., the minimum level of service standard for solid waste generation is 4 lbs. per resident.*
   b. *Source: Sincero and Sincero: Environmental Engineering: A Design Approach, Prentice Hall, NJ, 1996*
3. *Town of Lady Lake Comprehensive Plan Housing Element Data, Inventory, and Analysis estimates an average of 1.93 residents per household.*

Conclusion: The revised PUD will generate an estimated ***decrease*** in demand of 1,626.95 pounds per day on the Town's solid waste infrastructure.

Public Schools

Table 5a. Projected Public School Demand

Land Use	Maximum Units[1]	Elementary		Middle		High	
		Rate[2]	Total	Rate[2]	Total	Rate[2]	Total
Proposed							
Residential	-215	0.157	-34	0.079	-17	0.114	-25
Net Demand:		-	-34	-	-17	-	-25

1. *Number of dwelling units are based on maximum density in the proposed PUD, minus the previously approved 100 age-restricted units that do not contribute to the school system.*
2. *Student Generation Rates per Lake County Schools School Concurrency Annual Management Report, December 7, 2022, p. 6; generation rate used is for single-family dwelling units.*

Table 5b. Projected Public School Impact

School	Permanent Capacity[1]	Enrollment 2022-2023[1]	Enrollment with Project Approval[2]	Percent Capacity[1]	Percent Capacity With Project Approval
Villages Elementary	723	762	728	105%	**100.7%**
Carver Middle	1,129	834	817	74%	**72.4%**
Leesburg High	1,982	1,646	1621	83%	**81.8%**

1. *Lake County Schools School Concurrency Annual Management Report, December 7, 2022, Concurrency Analysis, pp. 7-14 – 7-15.*
2. *Lake County School District Five-Year Plan, Fiscal Year 2022-2026, Table 6a.*

Conclusion: The revised PUD will result in a ***decrease*** of 34 new elementary-age students; 17 new middle school-age students; and 25 new high school-age students. The properties are within Concurrency Service Area (CSA) #8 and are zoned for Villages Elementary School, Carver Middle School, and Leesburg High School.

Though Villages Elementary School is above 100% capacity today, Lake County School District's Five-year Capital Plan includes a plan for classroom additions, fully funded in 2023-2024 and scheduled for completion in 2025, which will increase student capacity. Additionally, the PUD will be developed over a number of years, introducing new students to the public school system over a period of time, not all at once. School concurrency capacity reservation and any modification or amendment to the existing Proportionate Share Mitigation Agreement for the Reserve at Hammock Oaks (School Concurrency Case# 2023-08) will be addressed during site/development plan review.

Recreation

Table 6. Projected Recreation Impact

Land Use	Maximum Units[1]	Generation Rate[2,3]	Estimated Demand (Acres)
Proposed			
Residential	-215	4 acres / 1,000 residents	-1.66
Net Demand:		-	

1. *Number of dwelling units are based on the proposed PUD.*
2. *Per Town of Lady Lake Comprehensive Plan Parks, Recreation and Open Space Element Policy REC 1-1.1., the minimum level of service standard for the provision of recreation space is 4.0 acres per 1,000 residents.*
3. *Town of Lady Lake Comprehensive Plan Housing Element Data, Inventory, and Analysis estimates an average of 1.93 residents per household.*

Conclusion: The revised PUD will result in an estimated ***decrease*** in demand of 1.66 acres on the Town's recreation facilities.

Per the Town's Comprehensive Plan Parks, Recreation, and Open Space Element Data, Inventory, and Analysis (DIA), as of 2010, the total acreage of public recreational land in the Town was ±54.95 acres, resulting in approximately 3.8 acres per 1,000 residents. The same document estimates that, by 2030, the level of service would be 2.5 acres per 1,000 residents.

As noted in the DIA, the Town's recreation facility situation is unique. Much of the town lives in private, planned communities, which were designed to provide their own private recreation facilities and open space for residents. The most notable instance of this is The Villages of Lake-Sumter, which provides abundant private recreational facilities exclusively for its residents.

This PUD proposes to include a minimum of 25%, or ±74 acres, of open space and recreational opportunities for residents within the PUD. This provision of recreational opportunities will help address Level of Service demands on recreation facilities introduced by development of the properties.

4. CONSISTENCY WITH TOWN OF LADY LAKE COMPREHENSIVE PLAN

This section identifies specific Town of Lady Lake (Town) Comprehensive Plan Goals, Objectives, and Policies and explains how this Rezoning application is consistent with each. The Goals, Objectives, and Policies are provided in normal font, and the consistency statements are provided in **bold** font.

FUTURE LAND USE ELEMENT

GOAL FLU 1: IMPLEMENT THE TOWN OF LADY LAKE'S FUTURE LAND USE PLAN TO ACHIEVE SUSTAINABLE GROWTH THROUGH AN APPROPRIATE BALANCE BETWEEN PUBLIC AND PRIVATE INTERESTS IN THE:

1. CONSERVATION OF THE NATURAL RESOURCES;
2. CREATION OF FAVORABLE ECONOMIC CONDITIONS;
3. PROVISION OF ADEQUATE HOUSING;
4. PROTECTION AND IMPROVEMENT OF ESTABLISHED NEIGHBORHOODS;
5. PROTECTION OF PUBLIC HEALTH AND SAFETY;
6. DEVELOPMENT OF UNIQUE NEIGHBORHOODS AND BUSINESS DISTRICTS; AND
7. PROTECTION OF RESPONSIBLE DEVELOPMENT PRIVATE PROPERTY RIGHTS.

This PUD application will help the Town achieve sustainable growth by assisting in the provision of adequate housing and the development of unique neighborhoods. Uses include a mix of housing options: market-rate single-family detached, age-restricted single-family detached, and townhome units with a minimum of ±74 acres of open space, including one (1) clubhouse and other onsite amenities. The proposed residential dwelling units will also help create favorable economic conditions by increasing property tax revenue for the Town.

Public utilities will be extended to and distributed throughout the development at the developers' or Community Development District's (CDD's) expense. The developer or CDD will also construct a multi-use path in the Cherry Lake Road ROW from the subject property's access to the commercial area on CR 466 and Cherry Lake Road in the Hammock Oaks PUD to the north, thereby enhancing the quality of life for area residents by providing alternate modes of transportation.

Policy FLU 1-5.1: Coordinate Public Facilities with Land Use.

The Town shall extend public facilities as development occurs in compliance with the Future Land Use Map. The extension of such facilities shall be programmed in the Capital Improvement Element and the Town's Five Year Schedule of Capital Improvements. The approval of land uses, including their densities and intensities, shall be coordinated with the Town's ability to finance or require provision of necessary public facilities at conditions meeting or exceeding the adopted minimum level of service standards as specified in Level of Service Standards, Capital Improvement Element.

The extension of public facilities will be necessary for development to occur on these properties. All costs related to the extension of water and sewer infrastructure will be paid for exclusively by the developer or CDD. This will generate new customers and new revenue for the Town's Utilities Department. The developer or CDD will also pay a significant proportionate share of fees for improvements to existing ROW, construct roadway modifications to be identified in a future Traffic Impact Study, and shall dedicate future ROW that will benefit residents beyond the boundaries of this project by enhancing the local transportation network.

OBJECTIVE FLU 1-6: COORDINATE FUTURE LAND USES WITH THE CONCURRENCY MANAGEMENT SYSTEM.

The Town shall not approve development after the adoption of this comprehensive plan which cannot be served by adequate public facilities at adopted levels of service. The provision of such public facilities shall be planned in an efficient manner and programmed in the Capital Improvement Element and the Town's Five Year Capital Improvement Program.

Section 3 of this report demonstrates potential impacts from the PUD's maximum development potential to the Town's public facilities. No development will occur on the property without adequate capacity in public facilities.

The development to follow this application will include the extension of potable water and sanitary sewer facilities throughout the subject property. Extensions will be provided at the expense of the developer or CDD and will generate new customers and new revenue for the Town's Utilities Department.

Policy FLU 1-10.1. Application of Land Use Designations.

. . .

(B) Single Family-Medium Density (SF-MD). Development in the Single Family-Medium Density Residential category shall be limited to detached single family dwelling units. Densities cannot exceed 6 units/acre. Multi-family, industrial or commercial uses will not be permitted however, a mixed use PUD shall be allowed as outlined in Policy FLU 1-10.2. Public facilities shall be allowed as outlined in Policy FLU 1-2.3 and OBJECTIVE FLU 1-8.

This PUD is companion to an annexation and Small-scale Comprehensive Plan Amendment (Ss-CPA) on a portion of the property subject to this PUD that requests Single Family Medium Density FLU. The density of the proposed PUD equates to ±3.7 dwelling units per acre, which does not exceed the six (6) units per acre maximum set by the Single Family Medium-Density FLU. Development to follow approval of these applications will include single-family detached units, age-restricted single-family detached units, townhomes, and an on-site day care facility or other allowed non-residential use. No multi-family apartments are proposed in connection with this Rezoning application.

Policy FLU 1-10.2: Planned Unit Developments.

The Town has incorporated within the Land Development Regulations provisions for a Planned Unit Development district that allows mixed uses.

Residential PUDs will be located in residentially designated areas of the Future Land Use Map, Commercial PUDs will be located in commercially designated areas of the Future Land Use Map, and Industrial PUDs will be located in industrial designated areas of the Future Land Use Map. The minimum land requirement for PUD's shall be five acres.

- Residential PUDs
  A PUD with a mix of housing types (i.e., single family and multi-family) shall be allowed within all residentially designated areas of the Future Land Use Map and the percentage of distribution shall be flexible. In no case shall the multi-family units within single-family residential and mixed use Future land Use Categories exceed 49 percent of the total number of residential units within the development. Commercial uses will be allowed within a residential PUD located within residentially designated areas of the Future Land Use Map; however, the commercial uses will be restricted to on-site day care facilities, convenience store, personal services and amenity facilities that are intended to serve the principal use. Such commercial uses may cover up to a maximum of 15% of the net developable project

area of the site with a maximum FAR of 0.50 of the non-residential site area. Residential Density shall be limited to a maximum of 12 dwelling units per acre.

Table 109.2a Land Development Types in PUDs by Percentage of Net Developable Project Area			
PUD Type	Single-family	Multifamily	Commercial
Residential PUD	Limited by FLU density	Max. 49% of Housing Stock	Max. 15% of Developable Acreage Maximum FAR 0.5

The PUD proposes residential uses and an on-site day care facility or other allowed non-residential use, consistent with Policy FLU 1-10.2. A mix of single-family detached dwelling units and townhouses will be offered to meet a broad range of housing costs, encouraging affordable housing and innovative development concepts. The Town of Lady Lake Land Development Regulations (LDR) Sec. 2.2 defines townhomes as "one-family dwelling[s]." Accordingly, no multi-family dwelling units will result from this application.

Intended to serve Reserve at Hammock Oaks residents, proposed future development includes an on-site day care facility within the project site. A ±3.16-acre area is identified in the accompanying Master Plan Sheet and Concept Plan for the day care. Additionally, in accordance with the above Policy FLU 1-10.2 and Town LDRs, the day care facility will not exceed a maximum floor area ratio (FAR) of 0.5, or 68,825 sf.

Policy FLU 4-1.2

By December 31, 2012, the Town shall review its Comprehensive Plan and Land Development Regulations to remove regulatory barriers to mixed-use and higher density development and encourage an attractive and functional mix of uses within the Energy Conservation Areas.

Per Town of Lady Lake Comprehensive Plan Map 7-1, the project site is within an Energy Conservation Area. The proposed PUD allows up to ±3.7 dwelling units per acre, which is aligned with the Town's intentions for the area. This PUD application will yield an attractive built form, with a functional mixture of age-restricted single-family homes, market-rate single-family homes, market-rate townhomes, and an on-site day care facility. Furthermore, this development will include a multi-use path in the Cherry Lake Road ROW from the subject property's access to the commercial area on CR 466 and Cherry Lake Road in the Hammock Oaks PUD to the north.

Policy FLU 4-1.3:

By December 31, 2012, the Town shall develop and adopt strategies and incentives to encourage mixed use, higher density development in appropriate places within the Town (including the Energy Conservation Areas) in order to reduce trip lengths, provide diverse housing types and efficient use of infrastructure and promote a sense of community.

Per Town of Lady Lake Comprehensive Plan Map 7-1, the project site is within an Energy Conservation Area. This PUD will include the following:

- **A multi-use path in the Cherry Lake Road ROW from the subject property's access to the commercial area on CR 466 and Cherry Lake Road in the Hammock Oaks PUD to the north;**
- **Sidewalks on all internal roadways;**
- **A diverse provision of housing types, with age-restricted single-family detached, market-rate single-family detached, and market-rate townhomes;**
- **Efficient extension of public infrastructure at expense of the developer or CDD; and**

- **Promotion of a sense of community through the creation of a well-designed neighborhood area.**

Future Land Use Element Data Inventory and Analysis Item III.C.1—Projected Residential Land Use Needs, p. I20/29

For the short term planning horizon there is adequate vacant land to accommodate the 2015 projected population. The Town, however, may wish to promote annexation and development of lands to encourage more compact development with the boundaries of the Special Area Plans.

Therefore, the Town of Lady Lake may annex more land to support future population or consider increasing allowable densities within the existing town limits.

This PUD application is submitted concurrent with a Ss-CPA application requesting Town of Lady Lake Single Family Medium Density FLU classification to three parcels that are being voluntarily annexed. The requested FLU classification allows single-family detached and townhome dwelling units, as well as on-site day care facilities that support the residential PUD. This helps support future Town population through the provision of more residential land and the ability of future residents to receive childcare within the community.

TRANSPORTATION ELEMENT

Policy TE 1-1.2: Review of Proposed Developments.

The Town of Lady Lake reviews all proposed development for compliance and consistency with the adopted levels of service through the Concurrency Management System. No development shall be approved until an evaluation which has been performed consistent with the requirements of the Lake-Sumter Metropolitan Planning Organization (MPO) Transportation Concurrency Management System TCMS has determined that estimated impacts will not cause the level of service on roads within a two (2) mile radius to the development to decrease below the adopted minimum standard. Available capacity on adversely affected roadways must be present concurrent with the impacts placed on those roads by the development unless the roadway segment(s) in question were failing prior to the addition of the proposed development's traffic. Roadway segments failing prior to the addition of a development's traffic impacts shall be deemed mitigated and sufficient for purposes of transportation concurrency per Section 163.3180(5)(h) Florida Statutes. If deficient segments have advanced through the right-of-way acquisition phase for any collector or arterial significantly and adversely affected by the subject development and remain programmed for design and/or construction within the 5 year improvement plan of the jurisdictional right-of-way authority, that segment shall be deemed sufficient to satisfy concurrency requirements.

The requested PUD is not projected to cause Level of Service (LOS) deficiencies on the transportation network within the study area. The project will undergo additional review through the development process, where roadway capacity, traffic operations, and access will be further evaluated in accordance with the requirements of the Town of Lady Lake and the Lake-Sumter Metropolitan Planning Organization (MPO). The proposed development will be required to address any off-site impacts in accordance with the Town's Traffic Impact Study Guidelines.

Policy TE 1-2.2: Coordination with Future Land Uses.

The Future Land Use Map series shall delineate all arterial and collector roadways. Land use pattern and development densities and intensities illustrated on the Future Land Use Map shall be designed to minimize motorized traffic impacts on residential local roads while directing impacts generated by higher intensity land uses to arterial and collector roads with adequate capacity to serve anticipated future traffic.

The proposed PUD area abuts Rolling Acres Road, which is classified as a Collector Road in Comprehensive Plan Transportation Element Policy TE 1-1.1. Development will include access onto Rolling Acres Road, and the developers or CDD will pay significant proportionate share fees for improvements to existing ROW and modify adjacent roadways to serve the development.

HOUSING ELEMENT

Policy HSG 1-1.1: Provide Ample Land Area for Residential Uses.

The Town shall allocate sufficient acreage for residential uses on the Future Land Use Map to meet housing demands anticipated to year 2030. The Town shall allocate a reasonable amount of land above identified needs to avoid economic impacts which a controlled supply of land places on land values and market potential.

The Town of Lady Lake Comprehensive Plan Future Land Use Element Data, Inventory, and Analysis section estimates the Town's residential population to be 17,803 in 2020, and projects the population to be 23,410 in 2035. This PUD and the companion Ss-CPA will allocate land for residential uses on the Future Land Use Map, helping the Town meet a growing demand and avoid the economic impacts that a controlled supply of land places on land values and market potential.

Policy HSG 1-1.2: Promote a Diversity of Housing Types.

The Town's Future Land Use Map shall designate the appropriate land uses to accommodate a diversity of housing needs.

This PUD and the companion Ss-CPA application will expand available land within the Town of Lady Lake for single-family housing and townhome development, helping the Town proactively accommodate housing needs.

The Reserve at Hammock Oaks PUD allows a mixture of market rate single-family detached homes, age-restricted single-family detached homes, and single-family attached townhomes. The FLU requested in the companion Ss-CPA, Single Family Medium Density, is the appropriate land use to accommodate this housing diversity when paired with a PUD.

5. CONSISTENCY WITH TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS

This section identifies specific Town of Lady Lake Land Development Regulations (LDR) and explains how this application is consistent with each. The regulations are provided in normal font, and the consistency statements are provided in **bold** font.

Sec. 5-4. - Zoning district uses.

p) *PUD "Planned Unit Development."* This district is established to implement comprehensive plan policies for encouraging affordable housing by allowing a variety of housing types with a broad range of housing costs. This district is designed to encourage innovative development concepts to provide design amenities and to manage natural features of the land. The location of such PUDs will be dictated by the type of development that will be provided. (Residential PUDs will be located in residentially designated areas of the Future Land Use Map of the comprehensive plan, commercial PUDs will be located in commercially designated areas of the Future Land Use Map, etc.) Densities and intensities cannot exceed those which are permitted in that area on the Future Land Use Map. Conceptual development plans or a memorandum of agreement and bubble plan are required to be submitted along with the rezoning application.

1) *Permitted uses.*

A) *Residential PUD.* Single- and Multi-family residential dwelling units provided, however PUD's located within the single-family overlay district of the Future Land Use Map utilizing multi-family units within the PUD cannot exceed 49% of the housing stock, on-site recreational facilities and on-site day care facilities, convenience store and personal services intended to service the principal use.

This Rezoning application is requesting a residential PUD on the subject property. A variety of housing types, including single-family detached and townhome units, will be offered to encourage affordable housing while innovative development concepts will be employed to provide design amenities and to sustainably manage natural features of the land within The Reserve at Hammock Oaks PUD. An on-site day care facility is also proposed to support residents' childcare needs within the community.

2) *Uses permitted as special exception use upon approval.* Special exception uses as listed under other commercial zoning districts shall be reviewed as part of the memorandum of agreement.

No special exception uses are requested with this Rezoning application.

3) *Uses expressly prohibited.*

A) Industrial uses except manufacturing fabrication.

B) Adult entertainment.

C) RV parks.

D) Uses prohibited by Town, state and federal law.

E) Sweepstakes cafes/establishments housing simulated gaming devices.

F) Medical marijuana dispensaries.

G) Non-medical marijuana sales.

H) Cannabis farms.

No expressly prohibited uses are requested with this Rezoning application.

4) *Maximum density/intensity.* The maximum density/intensity allowed within the PUD shall be as allowed within the overlay land use districts as delineated on the Future Land Use Map. A density bonus may be permitted as outlined in section below.

This PUD requests a maximum of ±3.7 dwelling units per acre, which is within the maximum permitted density permitted by the existing and proposed Single Family Medium Density FLU.

5) *PUD land uses.* Land uses proposed within a PUD must conform to uses allowed within the land use designations of the Future Land Use Map of the Comprehensive Plan.

The existing and proposed Single Family Medium Density FLU allows the proposed uses, including single-family detached and townhome units and an on-site day care facility that services residents in the PUD.

6) *Minimum parcel size.* The minimum size of any parcel shall be five (5) acres.

The subject property is ±296.26 acres and will be developed as one PUD.

7) *Unified ownership.* All land within the PUD shall be under the ownership or control of the applicant at the time of execution of the development agreement whether the applicant be an individual, partnership or corporation, or groups of individuals, partnerships or corporations.

The subject property is under common ownership. Property owner affidavits were submitted with this PUD application.

8) *Setbacks and buffering.* Setback requirements within the PUD shall be flexible; however, in no case shall the setback be less than ten (10) feet between structures or zero-lot-line if structures abut. Buffering requirements shall be those set out later in chapter 10, "Landscaping and Tree Protection."

The following minimum setbacks are proposed:

Location	Single-family Detached	Townhomes	Non-Residential Site
Front:	**15'**	**15'**	**10'**
Rear:	**15'**	**15'**	**10'**
Side:	**5'**	**0'**	**5'**

Buffers around the entire project site are a minimum 20'-wide, as illustrated on the PUD Master Plan Sheet and Conceptual Development Plan Sheet. Based on the landscape buffer requirements in LDR Chapter 10, the largest buffer for the subject property is a Type A buffer, which is only 10'-wide.

9) *Pre-application conference.* (Optional) It is recommended that a pre-application conference be held with the Administrative Official by the developer or the developer's representatives in order to verify the steps necessary for application and review, and to discuss potential issues regarding the PUD proposal.

Multiple meetings, including a pre-application conference on October 3, 2023, have been conducted with Town staff. Future meetings will be coordinated with Town staff throughout the development process.

10) *Application.* Application shall be made to the Town utilizing the rezoning application form provided by the Town. The application shall be accompanied by the appropriate review fee and six (6) copies of the conceptual development plan or a memorandum of agreement and bubble plan prepared in accordance with the requirements of this Code.

A) *Conceptual development plan.* In order to implement the goals and policies of the Comprehensive Plan and to streamline the development review process, the applicant may

prepare a conceptual development plan to be submitted prior to the first rezoning hearing for review by the TRC. The conceptual plan shall include the following:

1. Boundary of subject property.

A Boundary Survey was submitted with this application. The boundary is also reflected on the PUD Master Plan Sheet and Conceptual Development Plan Sheet.

2. Major natural features such as lakes, streams, wetlands, and natural communities.

There are no major natural features on site. This is also reflected in the accompanying environmental reports and PUD Master Plan Sheet, General Note 1.

3. Existing or proposed streets abutting the project.

Existing abutting streets are identified on the PUD Master Plan Sheet and Conceptual Development Plan Sheet.

4. Generalized location map and legal descriptions, including acreage.

A generalized location map is on the PUD Master Plan Sheet.

5. Proposed land use types and their location.

Proposed land use types include residential areas for single-family detached and townhome dwelling units and a commercial area for an on-site day care facility intended to serve residents in the PUD. The proposed locations of these uses are reflected on the PUD Master Plan Sheet and Conceptual Development Plan Sheet.

6. Gross densities.

Gross density is ±3.7 dwelling units per acre, as reflected on the PUD Master Plan Sheet.

7. Typical lot sizes showing setbacks and dimensions.

Diagrams for typical lot sizes with setbacks and dimensions are on the Typical Lots and Road Sections Sheet.

8. Number of units and type.

This application proposes 820 single-family detached dwellings, 100 age-restricted single-family detached dwellings, and 185 townhomes for the PUD.

9. Floor area for commercial or industrial.

Future development includes an on-site day care to serve residents. In accordance with the proposed maximum 0.108 floor area ratio (FAR), the day care will not exceed ±15,000 sf of the ±3.16-acre commercial area. The proposed day care facility will directly serve the PUD.

10. Adjacent zoning.

Adjacent zoning is indicated in Table 1 above and listed in the PUD Master Plan Sheet.

11. Anticipated internal major road network.

Anticipated internal major roads are illustrated on the PUD Master Plan Sheet and Conceptual Development Plan Sheet.

12. Maximum building heights.

Maximum building heights are listed on the PUD Master Plan Sheet.

13. Anticipated phasing plan (if applicable).

Anticipated phasing is a single phase that may be divided into sub-phases based on market demands. Phasing is addressed in PUD Master Plan Sheet, General Note 6.

14. A statement of the proposed method of providing water service, fire protection, sewage disposal and stormwater management.

Statements of the proposed method for providing water service, fire protection, sewage disposal and stormwater management and on PUD Master Plan Sheet, General Note 3.

15. Percentage of open space and location.

Over 25%, or ±74 acres, of the total site area is dedicated to open space. The location of open space is illustrated on the PUD Master Plan Sheet and Conceptual Development Plan Sheet.

16. Acreage of parks/recreation and location.

There are no parks/recreation facilities proposed within the PUD. However, the PUD includes a minimum of ±74 acres of open space and amenities for the residents of The Reserve at Hammock Oaks.

17. Typical road section.

The typical road sections are illustrated on the Typical Lots and Road Sections Sheet.

18. Soils and 100-year flood prone areas.

Soils are addressed in the environmental reports and an NRCS soils map. The 100-year flood prone areas are identified on the PUD Master Plan Sheet and Boundary Survey.

19. Project name.

The project name is The Reserve @ Hammock Oaks, which is reflected throughout the application materials.

20. Existing topography at one-foot contours based on Lake County or St. Johns River Water Management District datum.

Topography at one-foot contours is reflected in the environmental map.

21. Net living area for each type of dwelling unit.

Net living areas will range based on the dwelling unit, from townhomes to villas to single-family detached dwelling units. The diversity of dwellings will provide housing opportunities to a range of incomes and family sizes, ensuring future marketability and demand.

22. Parking and loading facilities.

Parking shall be a minimum 1.5 spaces per unit and will be provided either in parking garages or driveways.

23. Preliminary environmental assessment per the "Environmental Regulations" chapter of this Code.

Three (3) environmental reports (for different portions of the subject property) were submitted with this application.

24. Any other information deemed pertinent by the Growth Management Director, Planning and Zoning Board, and the Town Commission.

No additional information was deemed pertinent at the time of submittal.

17) *Open space requirements.* A minimum of twenty-five (25) percent of the total project area for residential and twenty (20) percent for mixed use, commercial or industrial shall be established and maintained as common open space (which includes common green space left in its natural condition) or common facilities. No area shall be accepted as common open space unless it satisfies the following standards:

A) Common open space shall be dedicated to and useable by all residents of the planned unit development or specific phase thereof.

B) Common open space set aside for recreational use shall be suitably improved for its intended use. Such improvements may include aesthetic, amenities, buffering or recreational facilities.

C) Common green space set aside for the preservation of natural features or listed species habitats, or for buffering purposes shall remain undisturbed and be protected by conservation easements dedicated to the Town pursuant to the Environmental Regulations chapter of this Code.

D) Common open space shall not be used for the construction of any structures other than recreational facilities and incidental maintenance buildings.

E) Common open space shall be maintained by the developer or Home Owner's Association of the planned unit development or the specific phase thereof.

Of the total site area, a minimum of 25%, or ±74 acres, is dedicated to open space. Consistent with Hammock Oaks PUD, open space may consist of buffers, Stormwater Management Facilities (SMF), amenity area and center (including building, hardscape, and landscape), recreational amenities, and trails.

18) *Density bonuses.*

No density bonus is requested with this PUD.

Sec. 9-6. - Underground utilities.

a) *Requirements.*

1) All utilities including, but not limited to, gas, water, sewer, electric, telephone and television cables, for all new construction and redevelopment of existing properties, both residential and commercial, shall be provided by underground cables, installed in accordance with the prevailing industry standards and practices of the utility and other companies providing such services. Redevelopment is hereby defined as additions or alterations to existing structures, over a three (3) year period, that result in an increase equal to, or greater than, fifty (50) percent of the assessed value of the property according to the most current property tax roll available prior to that time for which building permits are issued for such improvements.

2) Where practicable as determined by Town Staff in its sole discretion, all utility shall be located within the public right-of-way; otherwise, easement or rights-of-way of sufficient width for installation and maintenance shall be provided.

All utilities constructed onsite shall be underground and within rights-of-way or easements.

Sec. 10-3. - Landscaping requirements.

b) *Buffer landscaping requirements.* Buffers shall be provided along the outer parcel lines that abut other parcels. The requirements for buffers are based on the proposed use of the subject site and the zoning of the contiguous parcels or parcel across the adjacent right of way.

A) *Buffer class determination.* The buffer class required is determined by using Table 10-1 and Table 10-2.

B) *Buffer class planting requirements.* The plant material specified below for each buffer class is required per each one hundred (100) linear feet (LF) of parcel or property line. (Calculation Example: 125' of property line with a Class A buffer requirement would require the following: CANOPY TREES: 125'/100 = 1.25 x 3 per 100 feet = 3.75 = 4 Canopy Trees; SHRUBS: 125'/100 = 1.25 x 10 per 100 feet = 12.5 = 13 Shrubs (round up if 0.5 or greater, round down if under 0.5)). The total required materials may then be planted evenly along the entire buffer length. As an option, plant material may be grouped in clusters as long as

the minimum number per 100 LF is met. All remaining areas within the buffer shall be planted with grass and/or ground cover.

1) *Buffer Class "A".*

   a. Ten (10) feet minimum width with two (2) canopy trees, three (3) understory trees and a continuous hedge.

Buffers around the entire project site are a minimum 20'-wide, as illustrated on the PUD Master Plan Sheet and Conceptual Development Plan Sheet. Based on the landscape buffer requirements in LDR Chapter 10, the largest buffer for the subject property is a Type A buffer, which is only 10'-wide.

Application Package
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1. Planned Unit Development (PUD) Rezoning Application
2. Property Owner Affidavits
3 Property Deeds
4. Property Appraiser Information and Proof of Payment of Taxes
5. Boundary Survey
6. Justification Report
7. **Map Set**
8. PUD Plan Set
9. List of Property Owners within 150 feet of the Subject Property
10. Environmental Site Assessment Report
11. Tree Report
12. Traffic Impact Assessment
13. Draft PUD Ordinance

Owner's Name	Mailing Address	City	State	Zip_4
BEER DAVID E & LYNN J	6478 N 300 E	LEESBURG	IN	46538
HARLAN BRUCE I & JEAN ROSS (LE)	1579 WOODFIELD WAY	THE VILLAGES	FL	32162
HAYDEN TY J & HAYDEN SILVANA R (TIC)	788 PINE CT	NEW CASTLE	CO	81647
ASH WILLIAM E & JEFFERY E (JT)	1567 WOODFIELD WAY	THE VILLAGES	FL	32162
CHAPMAN ANNE E	1563 WOODFIELD WAY	THE VILLAGES	FL	32162
BUSKIRK HELENE	1559 WOODFIELD WAY	THE VILLAGES	FL	32162
PEARSON SIMON	736 BAISLEY TRL	THE VILLAGES	FL	32162
DESJARDIN DARYL	1551 WOODFIELD WAY	THE VILLAGES	FL	32162
BANASZAK PAMELA S (LE)	1547 WOODFIELD WAY	THE VILLAGES	FL	32162-8720
WEITEKAMP LAWRENCE	2430 KATE HILL ST	THE VILLAGES	FL	32162
CARDZ MADELINE O & HILL HARVEY & HILL EDWARD S & DOUGLAS A SR ETAL	2904 REGISTER RD	FRUITLAND PARK	FL	34731-5501
VINCENT TYLER W	1667 SELLERS CT	THE VILLAGES	FL	32162
MCKEON MICHAEL P & MARGUERITE T	6249 BUTTERNUT CIR	BRIGHTON	MI	48116
BOGUSKI KENNETH M SR & CHERYL	1659 SELLERS CT	THE VILLAGES	FL	32162-6076
DRECHSLER ROBERT E & KATHLEEN M (JTWROS)	3 MAPLE ST	WEST BABYLON	NY	11704
LABARE CHRISTINE M & RANDY	20160 COUNTY ROUTE 45	CARTHAGE	NY	13618
BELFATTI DAVID	360 WHEATFIELD CIRCLE	HATFIELD	PA	19440
HODDER LAUREEN	26 WINDOVER DR	MINDEN ON KOM2KO	--	

AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
1283621	ALDERTON WILLIAM FRANK	739 LAKE ELLA RD	FRUITLAND PARK	FL	34731-5116
2917041	BRADY JANE E	243 LAKE ELLA RD	FRUITLAND PARK	FL	34731
3623797	BRYAN CHRISTOPHER	8890 ZINNIA ST	ARVADA	CO	80005
2697105	CALVARY CHAPEL INC	PO BOX 280	LADY LAKE	FL	32158-0280
1283451	CANADA DAVID E TRUSTEE	1253 FERRY RD	COLUMBIANA	AL	35051
3284640	CAUDILL DAVID M	403 LAKE ELLA RD	FRUITLAND PARK	FL	34731
1740045	CAUDILL DAVID M LIFE ESTATE	403 LAKE ELLA RD	FRUITLAND PARK	FL	34731
3645154	COLLINS DENNIS J & LENORA L	201 LAKE ELLA RD	FRUITLAND PARK	FL	34731-5158
1283426	CURRY JANET M LIFE ESTATE	37041 COUNTRY CHARM DR	FRUITLAND PARK	FL	34731
1204046	DANIELS RICHARD L & JENNIFER L	37637 ROLLING ACRES RD	LADY LAKE	FL	32159
1283485	DUKE ENERGY CENTER	PO BOX 37996	CHARLOTTE	NC	28237-7996
2908793	FRATES ROBERT M & GLORIA L	136 LAKE ELLA RD	FRUITLAND PARK	FL	34731
1771447	FREEMAN WELLINGTON B & LOIS ANN	PO BOX 708	LADY LAKE	FL	32158-0708
3391691	GRAHAM DANIEL	704 SUNSHOWER LN	LADY LAKE	FL	32159-4224
1699169	HANSEN RICHARD A	708 SUNSHOWER LN	LADY LAKE	FL	32159
2699701	HERNANDEZ JOSE L & CHARITY J	37625 ROLLING ACRES RD	LADY LAKE	FL	32159
1771498	HILL DOUGLAS A SR ESTATE	2904 REGISTER RD	FRUITLAND PARK	FL	34731
1283434	HOWARD CHRISTOPHER M & JUNE C	37235 COUNTRY CHARM DR	FRUITLAND PARK	FL	34731-5101
3801726	JOHNSON RONALD E & CAROLYN R	37651 ROLLING ACRES RD	LADY LAKE	FL	32159
1279968	LAKE COUNTY/SOLID WASTE	315 W MAIN ST OMB OFFICE	TAVARES	FL	32778
2879874	LUGANO DEVELOPMENT LLC	2801 SW ARCHER RD	GAINESVILLE	FL	32608
1283647	MACIEJEWSKI MICHAEL A & BETH A	37146 COUNTRY CHARM DR	FRUITLAND PARK	FL	34731
1283523	MALKIEWICZ JULIAN & DIANA M	37321 OSWALDS ALLEY	FRUITLAND PARK	FL	34731
3801541	MANNING KAMEN Z &	303 S OAKLAND AVE	MINNEOLA	FL	34715
1283531	MC DONNELL LINDA	3550 WOODMILL TER	THE VILLAGES	FL	32163
2500271	MC GUIRE SUZANNE B CRUMPTON	10 SAND LAKE PL	EUSTIS	FL	32726
2945630	NALL CHARLES T	37236 CHERRY LAKE RD	FRUITLAND PARK	FL	34731
3699700	NAVARRO HECTOR J & JOHANNA K	37701 ROLLING ACRES RD	LADY LAKE	FL	32159
1283558	NECK RACHELLE & REBECCA PILIPOW LIFE ESTATE	215 LAKE ELLA RD	FRUITLAND PARK	FL	34731
1283582	O'DELL JOSEPH H	PO BOX 398	WILDWOOD	FL	34785-0398
1283370	ROBERT WALTER KNORR REVOCABLE LIVING TRUST	36007 LAKE UNITY NURSERY RD	FRUITLAND PARK	FL	34731
2717084	SATTERFIELD NANETTE	38017 ROLLING ACRES RD	LADY LAKE	FL	32159

1283396	SCHOOL BOARD OF LAKE COUNTY	201 W BURLEIGH BLVD	TAVARES	FL	32778
1770653	SK HAMMOCK OAKS LLC	14025 RIVEREDGE DR STE 175	TAMPA	FL	33637
1283329	SMITH CARL A TRUSTEE	PO BOX 865	LADY LAKE	FL	32158-0865
1699151	SPIELER MICKEY C & KATHLEEN A	1719 LATTA CT	THE VILLAGES	FL	32162
1283469	STRICKLAND ROSE M & KENNETH JR	37200 CHERRY LAKE RD	FRUITLAND PARK	FL	34731
3700694	THOMAS ELMER RAY LIFE ESTATE	717 LAKE ELLA RD	FRUITLAND PARK	FL	34731
1283931	VALDEZ ANITA F TRUSTEE	300 LAKE ELLA RD	FRUITLAND PARK	FL	34731-1909
1283604	WATTS ROBIN ELIZABETH	PO BOX 295	LADY LAKE	FL	32158-0295

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159
(352) 751-1500 FAX (352) 751-1510 www.ladylake.org

February 26, 2024

RE: **Notification Letter**
Annexation Ordinance 2024-03, Small Scale Comprehensive Plan Amendment Ordinance 2024-04, and Rezoning Ordinance 2024-05

Dear Property Owner:

This is to notify you that applications have been filed with the Town of Lady Lake, by Craig Brashier of CHW, Inc, on behalf of David M Caudill Life Estate, to annex, rezone, and amend the future land use designation of three properties located on the north side of Lake Ella Road approximately 350 linear feet west of Micro Racetrack Road. The annexation and small-scale comprehensive plan amendment applications involve 24.02 acres of property from unincorporated Lake County into the Town of Lady Lake. The proposed small-scale comprehensive plan amendment is to change the future land use designation from Lake County Rural Density to Lady Lake Single Family Medium Density (SF-MD) and rezone from Lake County Agricultural (A) to Lady Lake Planned Unit Development (PUD).

The applicant is also seeking to amend the existing Planned Unit Development (PUD) boundary to include the aforementioned 24.02 acres of property, bringing the total acreage with the PUD boundary to 296.26 acres.

Public hearing dates on the petitions are now scheduled for the following dates:

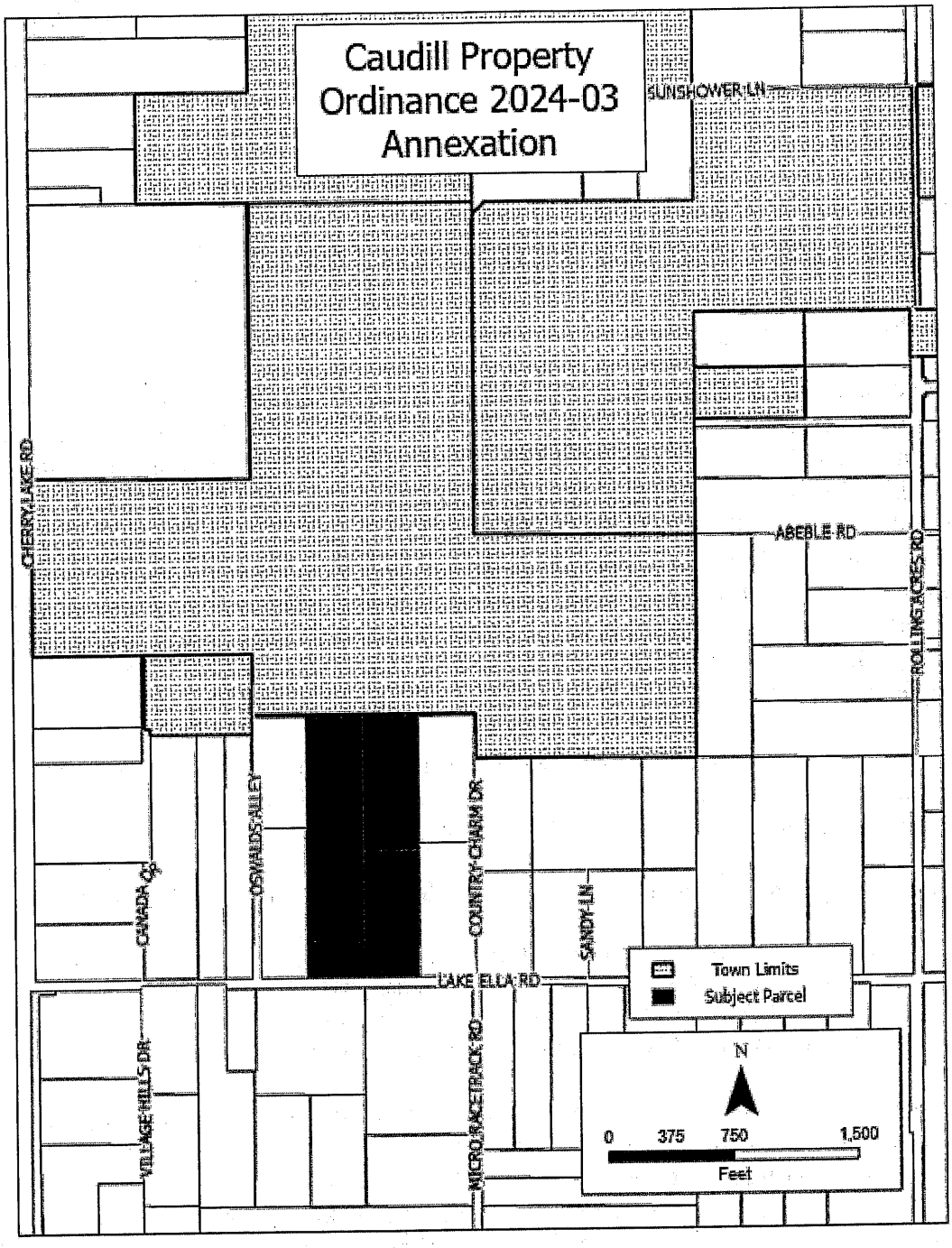
PLANNING AND ZONING BOARD -	Monday, March 11, 2024 at 5:30 p.m.
LOCAL PLANNING AGENCY –	Monday, April 1, 2024 at 5:30 p.m.
TOWN COMMISSION MEETING -	Monday, April 1, 2024 at 6:00 p.m.
TOWN COMMISSION MEETING-	Monday, April 15, 2024 at 6:00 p.m.

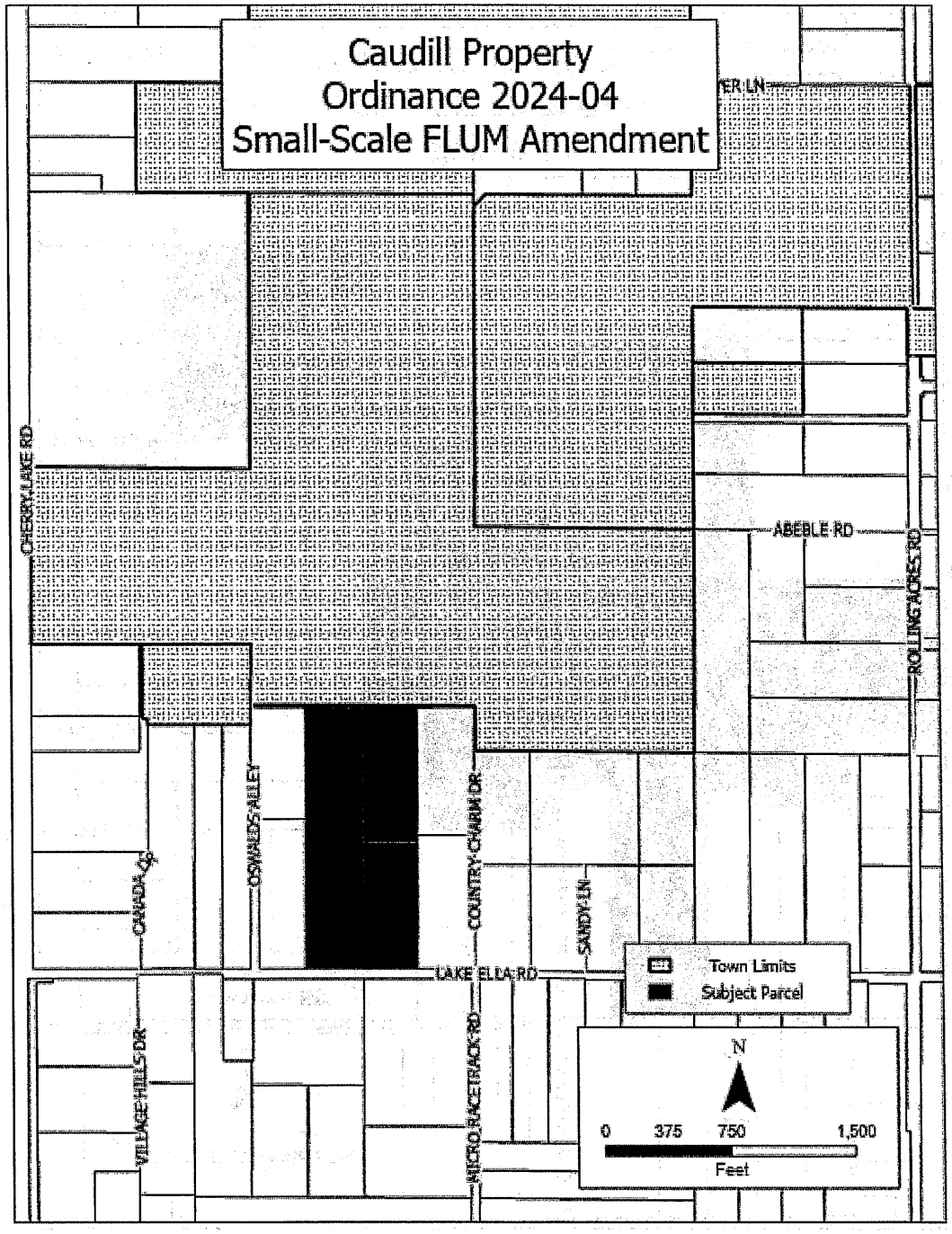
You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1511 or via email at planning@ladylake.org.

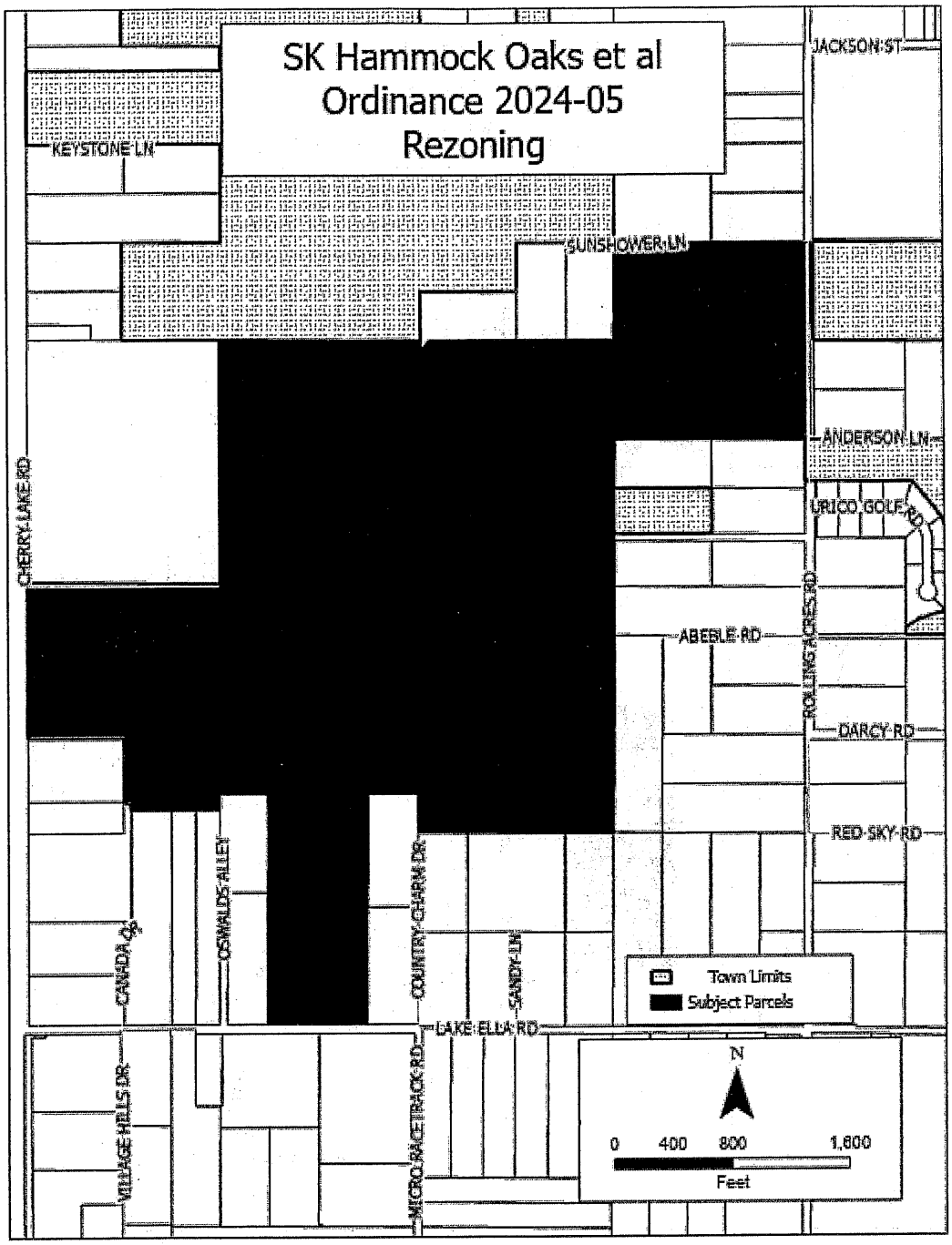
Sincerely,

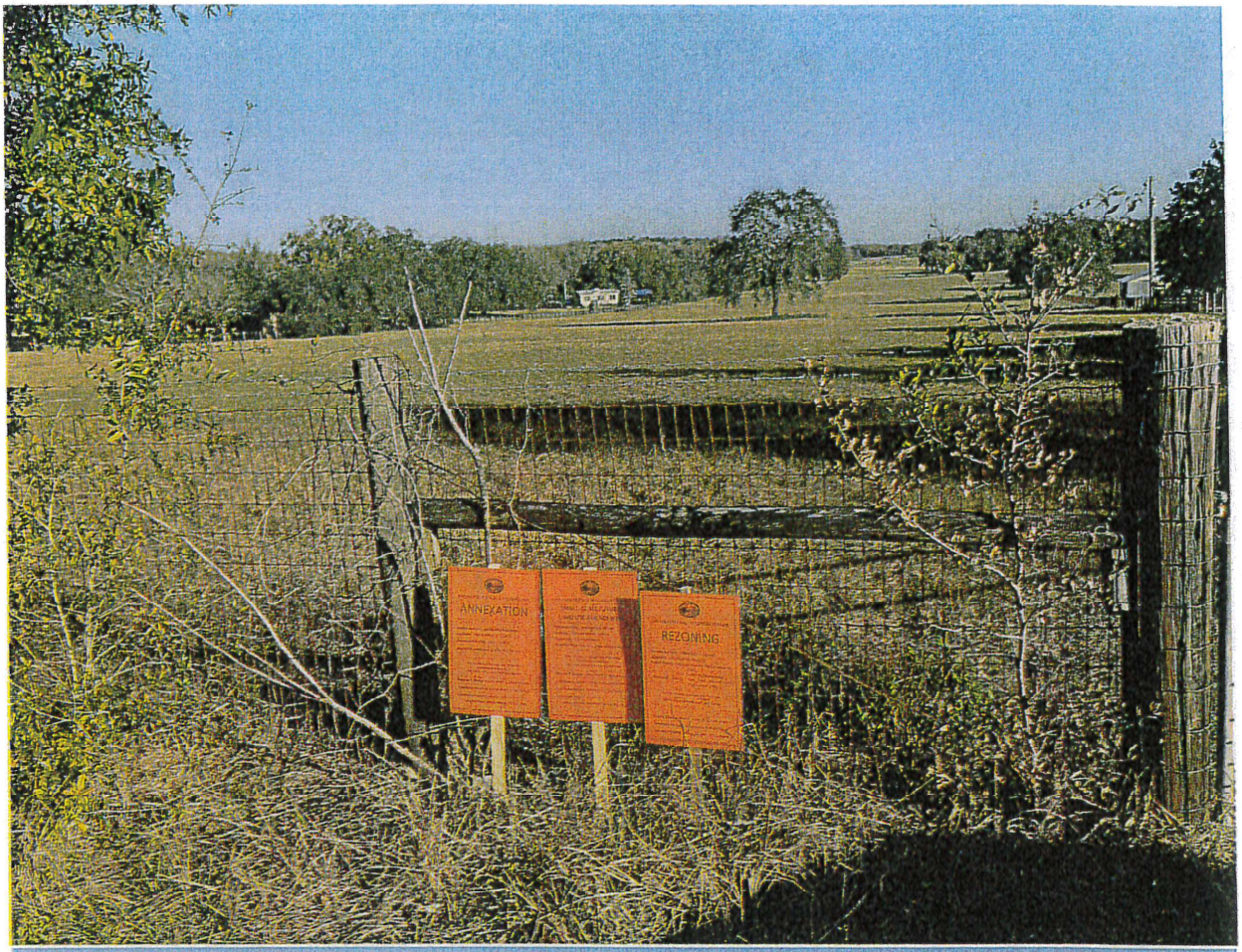
Rebecca Schneider
Senior Town Planner

LOCATION MAPS

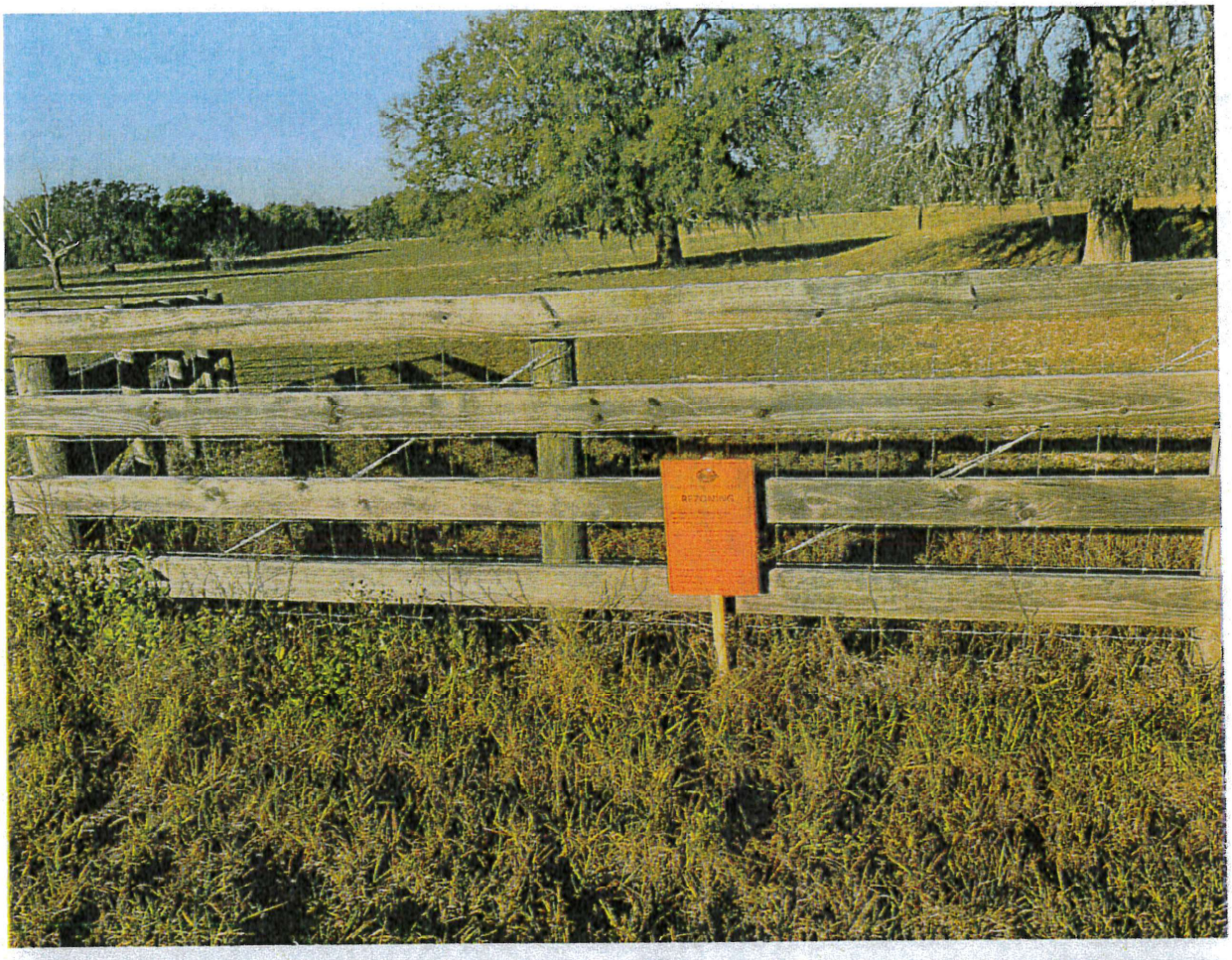



Caudill Property
Ordinance 2024-04
Small-Scale FLUM Amendment
CHERRY LAKE RD
ABEBLE RD
ROLLING ACRES RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcel
N
0 375 750 1,500
Feet

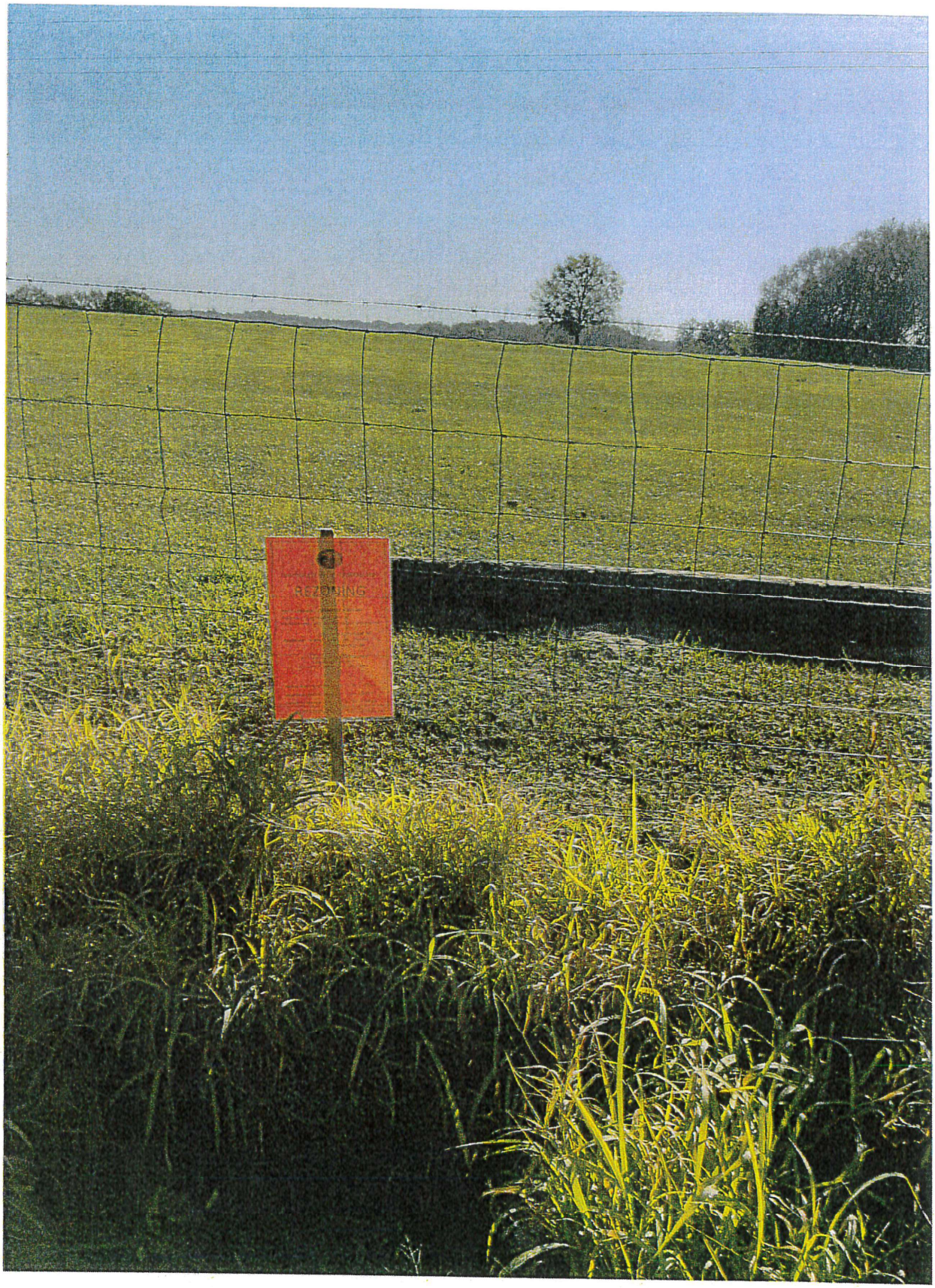

SK Hammock Oaks et al
Ordinance 2024-05
Rezoning
KEYSTONE LN
JACKSON ST
SUNSHOWER LN
ANDERSON LN
URICO GOLF RD
CHERRY LAKE RD
ABEBLE RD
ROLLINS ACRES RD
DARCY RD
RED SKY RD
OSWALDS ALLEY
COUNTRY CHARM DR
SANDY LN
CANADA
LAKE ELLA RD
VILLAGE HILLS DR
MICRO RACETRACK RD
Town Limits
Subject Parcels
N
0
400
800
1,600
Feet


ANNEXATION
REZONING


ANNEXATION
REZONING






REZONING

SKETCH AND LEGAL DESCRIPTION

LOCATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY

N

GRAPHIC SCALE

0 150 300 600

DESCRIPTION: (BY THIS SURVEYOR)

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST, TOWN OF LADY LAKE, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30, THENCE NORTH 89°49'34" WEST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ROLLING ACRES ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES) AND TO THE POINT OF BEGINNING; THENCE SOUTH 0°13'17" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1325.95 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°47'00" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1289.47 FEET TO THE NORTHEAST CORNER OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°17'21" WEST, ALONG THE EAST LINE OF SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1326.23 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°25'13" WEST, ALONG THE EAST LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1324.90 FEET TO THE SOUTHEAST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°41'22" WEST, ALONG THE SOUTH LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 , A DISTANCE OF 1330.60 FEET TO THE SOUTHWEST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°22'50" EAST, ALONG THE WEST LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 264.01 FEET TO THE NORTHEAST CORNER OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°45'50" WEST, ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 344.03 FEET TO THE NORTHEAST CORNER OF THE WEST 330 FEET OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°19'15" WEST, ALONG THE EAST LINE OF THE WEST 330 FEET THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 AND ALONG THE EAST LINE OF THE WEST 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 1553.95 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE ELLA ROAD (HAVING A RIGHT OF WAY WIDTH OF 66 FEET); THENCE NORTH 89°47'00" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 672.21 FEET TO THE EAST LINE OF THE WEST 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°15'33" EAST, ALONG THE EAST LINE OF THE WEST 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 AND ALONG THE EAST LINE OF THE WEST 330 FEET OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1554.18 FEET TO THE NORTHEAST CORNER OF THE EAST 330 FEET THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°45'50" WEST, ALONG THE NORTH LINE OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 330.00 FEET TO THE NORTHWEST CORNER OF THE SOUTH 264 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°15'33" WEST, A DISTANCE OF 105.23 FEET; THENCE NORTH 89°45'21" WEST, A DISTANCE OF 609.99 FEET; THENCE NORTH 0°14'10" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89°45'50" WEST, A DISTANCE OF 6.19 FEET TO THE EAST LINE OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°21'49" EAST, ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 3.63 FEET TO THE NORTHEAST CORNER OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°43'05" WEST, ALONG THE NORTH LINE OF THE WEST 50 FEET OF THE SOUTH 198 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 23.82 FEET; THENCE NORTH 0°13'41" EAST, A DISTANCE OF 464.17 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 89°44'32" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 679.42 FEET TO THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD (HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE NORTH 0°12'50" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 662.23 FEET; THENCE NORTH 0°03'55" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.54 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 89°43'08" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1.4 OF NORTHWEST 1/4 OF SAID SECTION 30 , A DISTANCE OF 1323.38 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE NORTH 0°13'54" EAST, ALONG THE WEST LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1655.67 FEET TO THE NORTHWEST CORNER OF THE SOUTH 3/4 OF THE EAST 1/2 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 89°44'35" EAST. A DISTANCE OF 1353.09 FEET TO THE NORTH LINE OF THE SOUTH 3/4 OF THE EAST 1/2 OF NORTHWEST 1/4 OF S AID SECTION 30 TO THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE EAST 1.2 OF NORTHWEST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 0°23'04" WEST, ALONG THE WEST LINE THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 74.77 FEET; THENCE NORTH 45°22'18" EAST, A DISTANCE OF 106.09 FEET TO THE NORTH LINE THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°49'05" EAST, ALONG THE NORTH LINE THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1253.48 FEET TO THE NORTHEAST CORNER THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 0°17'52" EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 662.27 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30 ; THENCE SOUTH 89°49'34" EAST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1287.71 FEET TO THE POINT OF BEGINNING.

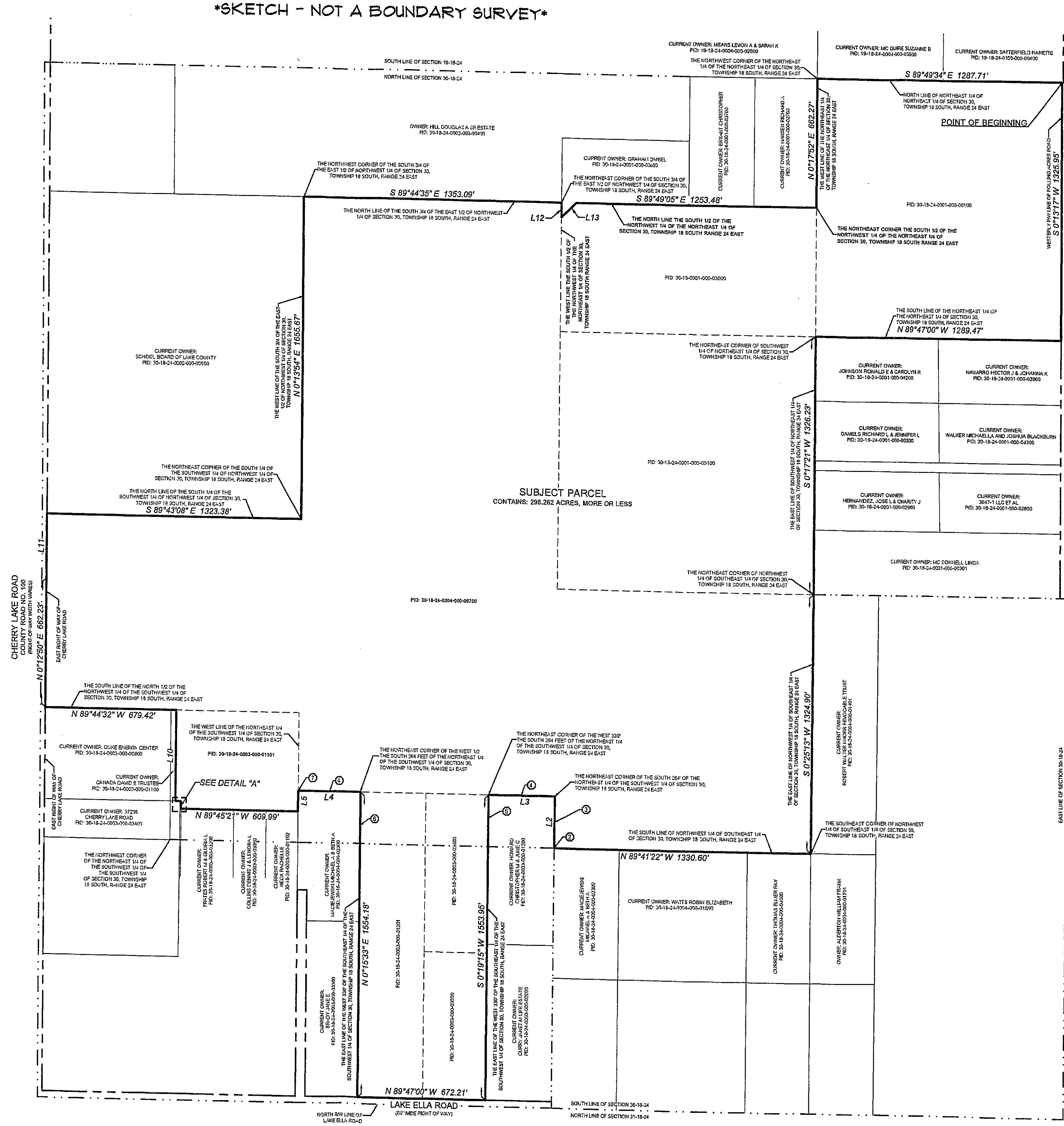
THE ABOVE DESCRIBED LANDS CONTAIN: 296.262 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA AND REFERENCED TO THE EAST RIGHT OF WAY LINE OF CHERRY LAKE ROAD, AS BEING SOUTH 0°12'50" WEST.

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY

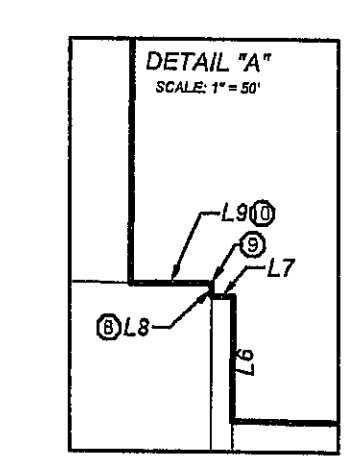


LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 89°49'34" W	40.00'
L2	N 0°22'50" E	264.01'
L3	N 89°45'50" W	344.03'
L4	N 89°45'50" W	330.00'
L5	S 0°15'33" W	105.23'
L6	N 0°14'10" E	36.00'
L7	N 89°45'50" W	6.19'
L8	N 0°21'49" E	3.63'
L9	N 89°43'05" W	23.82'
L10	N 0°13'41" E	464.17'
L11	N 0°03'55" E	331.54'
L12	S 0°23'04" W	74.77'
L13	N 45°22'18" E	106.09'

DESCRIPTIVE CALL TABLE

1	THE NORTH LINE OF SECTION 30, TOWNSHIP 18 SOUTH RANGE 24 EAST
2	THE SOUTHWEST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
3	THE WEST LINE OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
4	THE NORTH LINE OF THE SOUTH 264' OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
5	THE EAST LINE OF THE WEST 330' OF THE SOUTH 264' OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
6	THE EAST LINE OF THE WEST 330' OF THE SOUTH 264' OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
7	THE NORTHWEST CORNER OF THE SOUTH 264' OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
8	THE EAST LINE OF THE WEST 50' OF THE SOUTH 198' OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
9	THE NORTHEAST CORNER OF THE WEST 50' OF THE SOUTH 198' OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST
10	THE NORTH LINE OF THE WEST 50' OF THE SOUTH 198' OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 24 EAST



11801 Research Drive
Alachua, Florida 32615
(352) 331-1976
www.chw-inc.com
est. 1988 **FLORIDA** CA-5075

CHW Professional Consultants

SCALE: 1" = 300'

VERIFY SCALE: BAR IS ONE INCH ON ORIGINAL DRAWING. 0 — 1". IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

CERTIFIED TO: KOLTER GROUP ACQUISITIONS LLC, A FLORIDA LIMITED LIABILITY COMPANY

SKETCH DATE: 01/17/2024
REVISION DATE: N/A
PROJECT NUMBER: 22-0098
TECHNICIAN: KWM
CREW CHIEF: N/A
CHECKED BY: AHH
FIELD BOOK & PAGE: N/A

AARON H. HICKMAN
Professional Surveyor & Mapper Fla. License No. 6791

This map prepared by:
Certificate of Authorization No. L.B. 5075
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.: 1 OF 1

Tech: kwm Plot Date: Jan 17,2024 3:22pm Filename: C:\Current Projects\22-0098\01_Survey\DWG\22-0098 OVERALL PD S&D.dwg

~~Member Galloway asked if there is also going to be more well capacity. Mr. Carroll responded that the town's current allocation of water is 1.188 million GPD which is adequate. Once we start operating at 90% capacity in 2026, our water allocation will need to be reassessed.~~

~~Member Auger asked about school capacity to which Mr. Carroll responded that capacity will be reviewed by the school board. 200 additional seats are being added to Villages Elementary in 2025 but otherwise, there are no plans for additional schools. Fees from developers are being collected to hopefully plan and build new schools.~~

~~Romayne Jones - 3520 Griffin Road~~

~~Ms. Jones said she has three grandchildren. She understands that when there is a shortage of space in schools for new students, developers must pay a fee. But from the time there is a need, the average time to build a school is 7 years. The amount of development already planned for the area has exceeded school capacity. At some point we need to take a step back. Once something is already planned, the commission cannot say no.~~

~~**Member Saunders made a motion to forward Ordinance 2023-04 to the Town Commission with the recommendation of approval; Member Galloway seconded the motion.**~~

~~Member~~	~~Vote~~
~~Saunders~~	~~Yes~~
~~Galloway~~	~~Yes~~
~~Auger~~	~~Yes~~
~~Furch~~	~~Yes~~

~~**Motion carried 4-0 for approval.**~~

6. Ordinance 2024-05 - An Ordinance Amending the Zoning Classification for Certain Properties Being Approximately 296 Acres Owned by David M Caudill Life Estate, David M Caudill, and SK Hammock Oaks, LLC; Located South of County Road 466, North of Lake Ella Road, and East of Cherry Lake Road in Lake County, Florida; Rezoning Subject Property From Lake County Agriculture (A) And Town Of Lady Lake Planned Unit Development (PUD) to Town of Lady Lake Planned Unit Development (PUD). (Becky Higgins)

Senior Planner Higgins stated that on February 15, 2024, applications were filed with the Town of Lady Lake by Craig Brashier of CHW, LLC, on behalf of property owners David M. Caudill, David M. Caudill Life Estate, and SK Hammock Oaks, LLC to amend the zoning classification for 296 acres owned by David M. Caudill, David M. Caudill Life Estate, and SK Hammock Oaks, LLC. The application was filed to rezone the subject property from Lake County Agricultural (A) and Lady Lake Planned Unit Development (PUD) to Lady Lake Planned Unit Development (PUD). The PUD

designation is consistent with adjacent properties to the north that are presently in the Town of Lady Lake's jurisdiction.

Proposed uses include:

Residential Permitted Uses: Age restricted single-family detached units, townhomes, single-family attached/villas.

Maximum Units: The maximum number of residential units within the development will not exceed 1,320 units consisting of 770 single-family detached units and 550 townhomes/villas.

Non-residential Uses: Non-residential uses may include on-site day care facilities, convenience stores, personal services, and amenity facilities, including mini-warehouse, and outdoor storage for autos, boats, and/or RVs for use of the development residents only.

Member Saunders made a motion to forward Ordinance 2023-05 to the Town Commission with the recommendation of approval; Member Auger seconded the motion.

Member	Vote
Saunders	Yes
Galloway	No
Auger	Yes
Furch	Yes

Motion carried 3-1 for approval.

Member Galloway stated that his "no" vote stemmed from a concern about school capacity.

~~**CHAIRPERSON AND MEMBERS REPORT**~~

~~**PUBLIC COMMENT**~~

~~Shara Abel - 4200 Dove Valley Lane~~

~~Ms. Abel concurred with a previous comment talking about the lack of space in our schools. She also said another concern is the volume of traffic. With more people moving to the area, our resources are going to be strained.~~

~~Jessica Travis - 40517 Grays Airport Road~~

~~Ms. Travis said that she moved from a small condo in San Diego to a house on five acres in Lake County. Her daughter has a terminal illness and the time she has spent in the open spaces on their new property has extended her life. Marginal populations cannot speak for themselves and quality of life matters. If the pattern of growth continues, we will be forced out of the area.~~