

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, OCTOBER 9, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Venetian Cove Marina Project

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held September 25, 2023

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, approving the 1st of three As-Needed Municipal Support Agreements; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, approving the 2nd of three As-Needed Municipal Support Agreements; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida, approving the 3rd of three As-Needed Municipal Support Agreements; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, appointing four members to the Leesburg Historic Preservation Board; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Utility Construction Reimbursement (Pioneering) and Wastewater Capacity Reservation agreement between the City of Leesburg and NVR, Inc.; and providing an effective date.**

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

A. SECOND READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, establishing the County Road 33 Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; establishing the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date.**
- 2. An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 12.5 acres, generally located west of County Road 468 and north of Jones Drive, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such**

annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Homes in Partnership/CWC)

3. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 12.5 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density Residential, for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)**
4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.5 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) to allow for single family development for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)**
5. **An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinance 22-17, Hills at Leesburg; pertaining to side setbacks, and adding a requirement for gutters; for a property consisting of approximately 41.69 acres; and being generally located east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg PUD scriveners)**

B. FIRST READING OF ORDINANCES:

1. **None**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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



Venetian Cove Marina Project

October 9, 2023

Overview

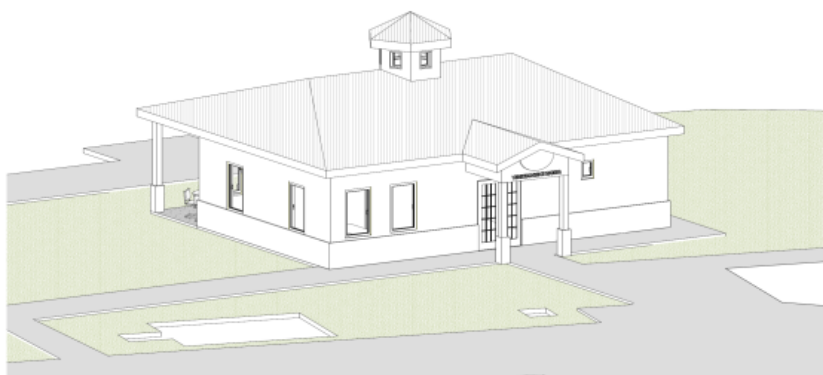


- Directive
 - Demo and re-build Venetian Cove Marina
 - Aesthetic – mini Venetian Center/H.O. Dabney Aquatic Center
 - Include offices, reception, restrooms
 - Add wet slips
- Budget
 - \$2,000,000
- Process
 - Design - Bid - Build



Exterior Options

OPTION 2 A.1
OFFICE BUILDING



① OPTION 2 A.1 - ISOMETRIC NORTH VIEW

OPTION 2 A.1
OFFICE BUILDING



① OPTION 2 A.1 - ISOMETRIC NORTH VIEW

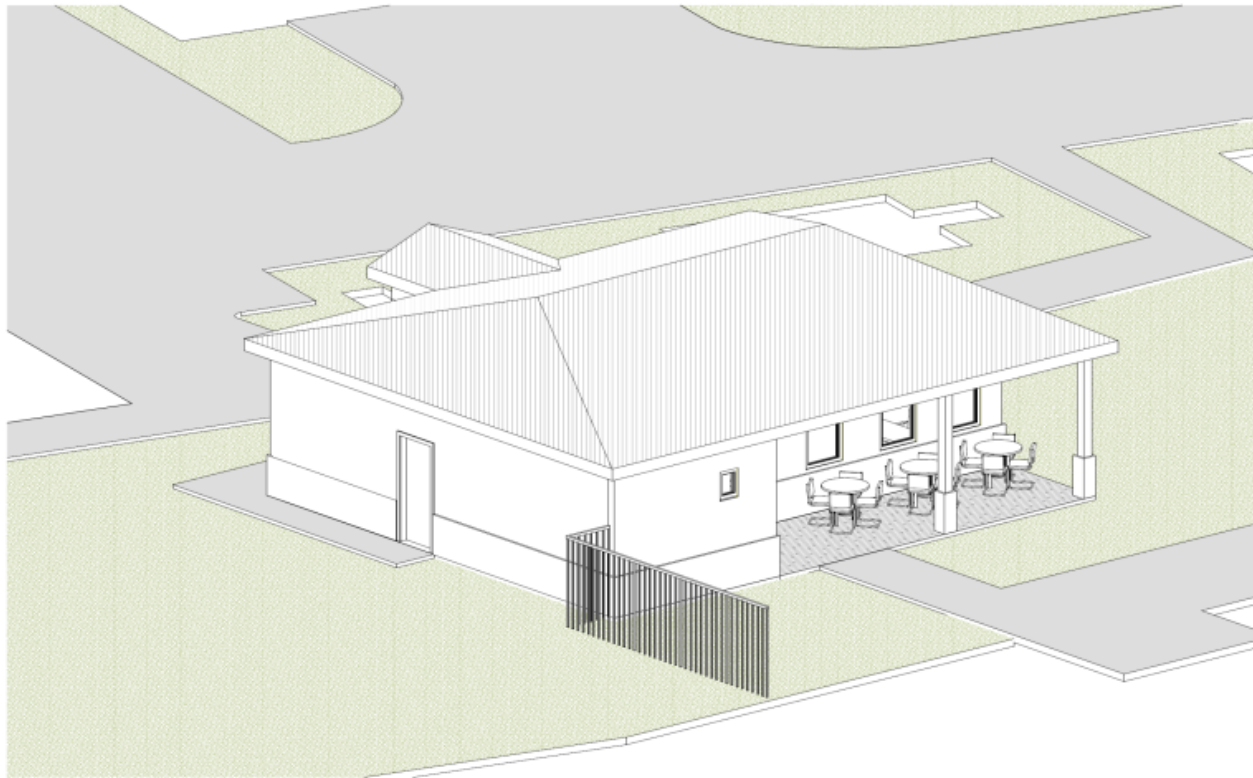


① OPTION 2 A.1 - NORTH VIEW



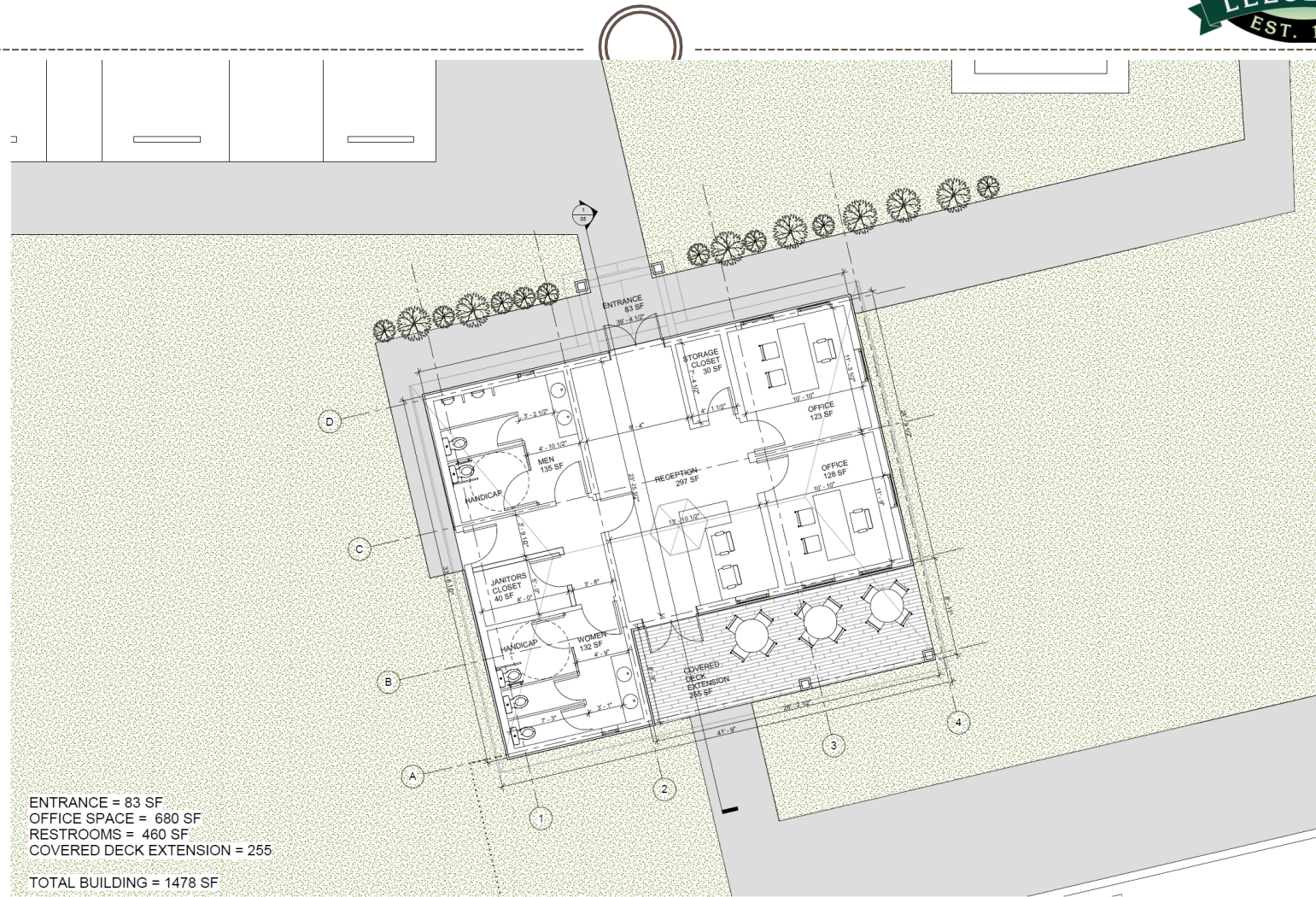
① OPTION 2 A.1 - NORTH VIEW

Exterior Options



① OPTION 2.A.1 - ISOMETRIC SOUTH VIEW

Room Layout



1 OPTION 2.A.1- GROUND FLOOR PLAN
 1/4" = 1'-0"

Building Orientation



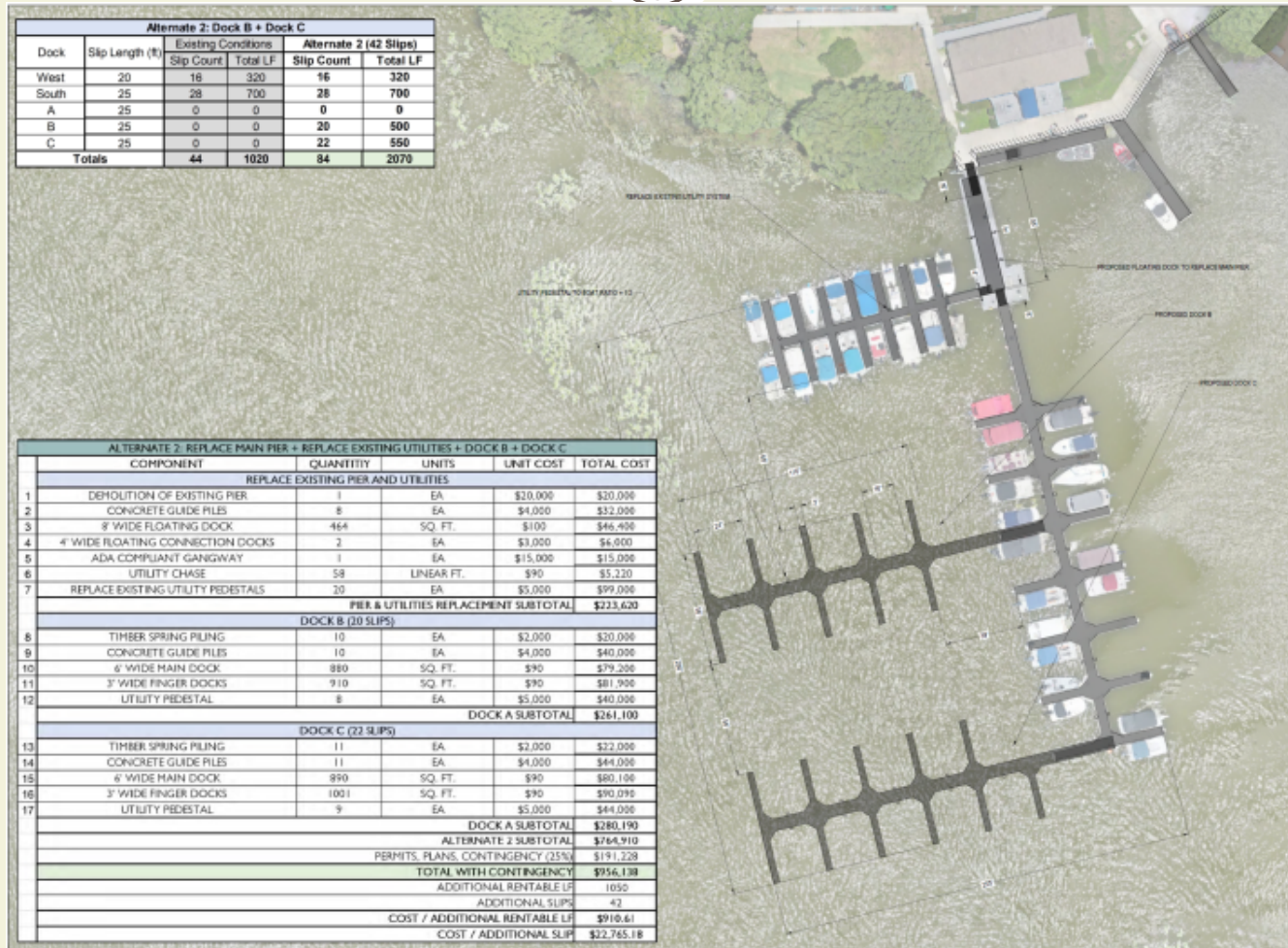
Cost Estimate



OPTION 2.A.1 COST ESTIMATES

ALTNERATES	COMPONENT	QUANTITY	UNIT	UNIT COST	TOTAL
WITH CUPOLA	DEMOLITION	1	EA	\$ 20,000.00	\$ 20,000.00
	OFFICE SPACE	680	SF	\$ 275.00	\$ 187,000.00
	RESTROOMS	460	SF	\$ 350.00	\$ 161,000.00
	COVERED DECK EXTENSION	255	SF	\$ 200.00	\$ 51,000.00
	ENTRANCE	83	SF	\$ 200.00	\$ 16,600.00
	LANDSCAPE/FENCE/SECURITY/FF&E	1	EA	\$ 75,000.00	\$ 75,000.00
	CUPOLA	1	EA	\$ 40,000.00	\$ 40,000.00
	HARD COST SUBTOTAL				\$ 550,600.00
	PERMITS, PLANS, CONTINGENCY (15%)				\$ 82,590.00
	TOTAL WITH CONTINGENCY				\$ 633,190.00
WITHOUT CUPOLA	DEMOLITION	1	EA	\$ 20,000.00	\$ 20,000.00
	OFFICE SPACE	680	SF	\$ 275.00	\$ 187,000.00
	RESTROOMS	460	SF	\$ 350.00	\$ 161,000.00
	COVERED DECK EXTENSION	255	SF	\$ 200.00	\$ 51,000.00
	ENTRANCE	83	SF	\$ 200.00	\$ 16,600.00
	LANDSCAPE/FENCE/SECURITY/FF&E	1	EA	\$ 75,000.00	\$ 75,000.00
	HARD COST SUBTOTAL				\$ 510,600.00
	PERMITS, PLANS, CONTINGENCY (15%)				\$ 76,590.00
	TOTAL WITH CONTINGENCY				\$ 587,190.00

Wet Slips



Revenue Breakdown



Average Revenue per slip (FY '19-'22)

- \$1,842 per year
- 44 slips = \$81,048 per year

Projected Additional Revenue

- 42 slips = \$77,364
- Yearly Total Projected Wet Slip Revenue = \$158,412

Total Estimated Cost



Option 1 (With Cupola)

- Building \$633,190
- 42 Wet Slips & Dock Repairs \$956,138

Total = \$1,589,328

Option 1 (W/O Cupola)

- Building \$587,190
- 42 Wet Slips & Dock Repairs \$956,138

Total = \$1,543,328

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, SEPTEMBER 25, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, September 25, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

None.

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Stephano D'Agostino, Police; and Johnathan Hernandez, Police
Ten Years: Leonides Gonzalez, Fire
Twenty Years: Michelle Kauffman, Library
Twenty-Five Years: Chad Conklin, WasteWater Collection; and David Robinson, Police

Human Resources Director (HRD) Arriaga and **CM Minner** acknowledged each employee for their

years of service and presented them with their certificate or plaque.

4. PUBLIC COMMENTS:

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Evelyn Gould of 312 Nebraska Avenue, Leesburg stated she has been a resident of Lake County for over twenty years and most have been in the City of Leesburg. She had concerns about the city's code violations and how they affect many of the residents. It is difficult for them to cure them. Many times those affected are elderly or have low social economic status and taking care of their basic living needs tends to take on more importance. She asked the elected members to develop a program that will help empower residents to raise their level of ownership and pride by assisting them, teaching them, or providing any means necessary to bring a more permanent change to what the city hopes to accomplish by eliminating blight in certain areas and neighborhoods. She does not believe in a handout, but she does believe in a hand up. She has been working with a family whose uncle owns property located at 1138 East Main Street. She discovered the property was inundated with code violations. In an honest effort to salvage her negotiations with the family, she wanted to make her best efforts to remedy this situation as much as possible. She has been working with code enforcement for many months. She has been maintaining the property and paying the delinquent taxes on the property. Recently, she learned from the family that, due to financial burdens, they would not be able to move forward with probate and the city has filed proceedings to foreclose on the property. As a public constituent, she asked the Commission to consider a pause in the foreclosure proceedings and to set up a meeting with her to discuss possible avenues for how she can acquire this property. She has invested time, sweat equity, and money in it.

5. CONSENT AGENDA:

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Items pulled for discussion:

5.C.10 - Determination on the Implementation of the PURPA (Public Utility Regulatory Policies Act) Standards contained in the Energy Policy Act of 2005

5.C.13 - Appointing one regular and two alternate members to the Leesburg Planning Commission

5.C.14 - Appointing one Library Advisory Board member to a five-year term ending September 30, 2028

Commissioner Reisman moved to adopt the Consent Agenda except for 5.C.10, 5.C.13, and 5.C.14, and Commissioner Berry seconded the motion.

The roll call vote was:

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

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held September 11, 2023**
- 2. Special meeting (Tentative Millage & Budget) held September 14, 2023**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Compost USA; and providing an effective date.**

ADOPTED RESOLUTION 11,690

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment Two with Odyssey Manufacturing Company to provide the annual requirements of liquid sodium hypochlorite (aka chlorine) for the City's water and wastewater operations, providing for a unit price cost adjustment; and providing an effective date.**

ADOPTED RESOLUTION 11,691

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment with WHM Services, LLC. for structure demolition services; and providing an effective date.**

ADOPTED RESOLUTION 11,692

- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of Amendment One to an existing agreement with Otto Environmental Systems North America, Inc. extending the contract and adding an additional item; and providing an effective date.**

ADOPTED RESOLUTION 11,693

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, Vacating a Right-of-Way and Utility Easement as recorded in Official**

Records Book 1270, Page 1788, Public Records of Lake County, Florida; providing for the repeal of prior inconsistent resolutions; providing for severability; and providing an effective date.

ADOPTED RESOLUTION 11,694

- 2. Resolution of the City Commission of the City of Leesburg, Florida, approving the inventory list of publicly-owned surplus property suitable for affordable housing that is owned by the City of Leesburg and the Carver Heights / Montclair Area Community Redevelopment Agency; and providing an effective date.**

ADOPTED RESOLUTION 11,695

- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute a Cost Share Agreement between the St. Johns River Water Management District and the City of Leesburg; and providing an effective date.**

ADOPTED RESOLUTION 11,696

- 4. Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 78, Unit No. 79, Unit No. 80, Unit No. 81, Unit No. 82, and Unit No. 83 as described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,697

- 5. Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating all roadways located within Villages of West Lake Unit No. 84 as described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,698

- 6. Resolution of the City Commission of the City of Leesburg, Florida accepting a Right-of-Way Deed to the City of Leesburg from Village Community Development District No. 14, for the purpose of dedicating roadways located within Chinook Court and additional right-of-ways within Villages of West Lake Unit Nos. 82 and 83 as described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,699

7. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to Execute a New Memorandum of Agreement with U.S. Customs and Border Protection, defining new terms of the Leesburg International Airport User Fee Facility; and providing an effective date.**

ADOPTED RESOLUTION 11,700

8. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Workday Schedule and Fee Schedule for aircraft inspection and clearance at Leesburg International Airport, by the U.S. Customs and Border Protection; and providing an effective date.**

ADOPTED RESOLUTION 11,701

9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Fifth Amendment to Memorandum of Understanding between The City of Leesburg and The Villages of Lake and Sumter, Inc., related to U.S. Customs and Border Protection services at Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,702

10. **Resolution of the City Commission of the City of Leesburg, Florida, presenting a determination on the implementation of the PURPA (Public Utility Regulatory Policies Act) Standards contained in the Energy Policy Act of 2005; and providing an effective date.**

ADOPTED RESOLUTION 11,705

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

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

Mayor Burry requested comments from the Commission and the audience.

Commissioner Connell asked if this was being mandated for the city to do? Do we have to implement requirements to put charging stations into certain commercial and multi-family developments? **CM Minner** answered no. The requirement from the Public Utility Regulatory Policies Act (PURPA) is that the city investigate and the resolution states the findings from the investigation. PURPA encourages cities to investigate their supply side demand. That would be a system whereby, as the utility authority, the city has the authority to actually control the thermostat, but that would be a high level to curb usage during demand times. They started this several years ago and ran into two instances where there were issues. When we went to the smartgrid system, we never received customer participation to have a demand

control side. They struggled to implement software that would do that to where it would knock down thermostats during peak time. Another issue we had was with the demand side controlled responses. That would be a violation of the FMPA all-requirements project because we are not supposed to generate or do anything that would affect our partners. Back then, there was an issue with some shaving of the peak over the arc, which was arc control. That negatively impacted the numbers of the all-requirements project. They also have to investigate the use of electric vehicle charging stations and implement them when possible. However, we have issues with that too, with it being difficult to find places to locate them. So, PURPA has asked the city to investigate these things and the city's response to them is that we have looked into them and we struggle for the reasons stated. We will continue to investigate and that response satisfies the PURPA request. **Commissioner Connell** wanted to confirm that this was just a request to look into it and it will not go into our land development regulations (LDR). **CM Minner** replied not unless they put them there. **Commissioner Connell** said he would not be in favor of that. He does not want to mandate subdivisions or certain commercial applications. Would we want to put gas stations in subdivisions too? This is not somewhere the city should go. If this was something we had to look into to meet a requirement, then he was fine with it. However, he would not be in favor of putting it in the LDR's. We do not need to require these things.

Mayor Burry questioned apartment complexes. **Commissioner Connell** said no, the city should not require them to be put anywhere. If the state or the federal government wants to put them in or if the developer themselves say they want to put them, more power to them. As a city, we should never get to the point where we require them. **Commissioner Berry** asked how they would accommodate electric vehicles; is that an option? **CM Minner** stated PURPA asked the city to look into various electrical industry type things and the response back says we have. We looked into it and at this time it did not work for us. That response will satisfy the PURPA request to investigate the alternative methods. **Commissioner Connell** mentioned that as long as the approval does not put a resolution or anything into the LDR and we are just saying we did what was asked and it will not move any further, then he would be okay with it. We do not want to get into requiring these stations in private developments. If they want to put it in, then great, but we should not get into requiring it. **Mayor Burry** said he understands the concern, but the future seems to be electric vehicles and it starts with apartments. **Commissioner Connell** commented if the future goes that way. Then businesses will want to provide that service. He does not believe a developer of a subdivision should be required to install them. **Mayor Burry** mentioned that the city already requires a lot of things to be installed. **Commissioner Connell** wanted to know where they drew the line? Are we going to require gas stations in these places too? Fuel-powered vehicles will not be going anywhere for a long time. **Mayor Burry** agreed. **Commissioner Connell** stated that they have to draw a line. We do not need to be silly with these requirements. It would be a tremendous expense for the developer to put these in and it would fall back to the people that purchase the homes in these developments. Ultimately, they will be paying for it even if they never use it. **Mayor Burry** stated that at this point in time, we are not moving in that direction.

The roll call vote was:

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

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

11. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a four-year extension to the current agreement with Florida Blue to provide administrative services for the City's group health insurance plan; and providing an effective date.**

ADOPTED RESOLUTION 11,703

- 12. Resolution of the City Commission of the City of Leesburg, Florida authorizing execution of an agreement with Sun Life Assurance Company of Canada to provide Excess Stop Loss Insurance for the City's group health insurance plan; and providing an effective date.**

ADOPTED RESOLUTION 11,704

- 13. Resolution of the City Commission of the City of Leesburg, Florida, appointing one regular and two alternate members to the Leesburg Planning Commission; and providing an effective date.**

ADOPTED RESOLUTION 11,706

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

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated there was one regular member, Mr. Sennett who asked for reappointment. Then there are two alternate positions that need to be filled. **Mayor Burry** asked if there were any candidates in the audience who would like to provide a stump speech.

Angela Wade of 218 Prince Drive, Leesburg said she was a small business owner up until 2021. She was also a consumer advocate for the board in Port Charlotte, Florida. She was on that board for five years. She also planned and executed electronic trade shows in Virginia, Maryland, and the Carolinas. She has a strong background in logistics. For fifteen years, she worked for the Department of Defense as a logistics specialist. She was a JS-12. She was the team leader for five logistics specialists. They provided full logistics oversight to both classified and unclassified positions for the Department of Defense. She is retired and she has the time and willingness to serve. She is a full-time resident of Leesburg and she has a keen interest in the utilization and responsible growth of her community.

Tim Sennett of 704 West Boyle Street said he was a lifelong resident of Leesburg. He has previously served on the planning and zoning commission. When he married, he moved to Lady Lake, so he had to step down, although the city manager at the time asked if he would stay on the commission. He moved to The Villages, where he served as the chair of district ten. He moved back to Leesburg, and he would like to continue serving on the planning commission. He really enjoys serving Leesburg. He has been on the commission for two years and he is the current chair.

Darin Akkerman of 717 Boylston Street said this was his third time trying to volunteer for this position. He and his family moved to Leesburg in 2016/2017. He is a commercial superintendent. He builds very large projects. He has three hundred and fifty million dollars' worth of projects under his belt in the State of Florida, six hundred million dollars in Georgia and over two hundred million in the state of Montana. Those are very large projects with huge infrastructure, logistics, planning and management. He could

bring something to the table by addressing problems in future projects. **Commissioner Connell** asked about his job and being a commercial superintendent for a large commercial company. Would he be available for these meetings or work out of town a lot? **Mr. Akkerman** answered no, he works in town. The company he works for is located in Orlando. He has been with that company for about six years. **Commissioner Connell** inquired if they would send him out of town for long distances? **Mr. Akkerman** said no, that was the reason he took that position.

Kenneth Simeone of 1425 Mosswood Drive said he and his wife used to come here to camp. They stayed at Lake Griffin State Park while they looked for a place to live. They really liked Leesburg and enjoyed spending time in the area. He was a retired master electrician. He has owned his own contracting business since 1995. He was vice president of his homeowners association in Port Charlotte, Florida. He also headed the architectural review board for six years where they reviewed plans, specs for new homes, additions, and property improvements. He has served on the planning commission as an alternate for the past year. He would like to become a full member. He has a nice home here and he would like to see Leesburg prosper and grow while keeping a small town feel for future generations.

Commissioner Reisman wanted to clarify if the applicants needed to reside within the service area or if they needed to be a resident in the city. **CC Purvis** replied they need to reside within the city. **Commissioner Reisman** stated there are candidates who applied that reside outside the city. That disqualifies them and the current alternate does not reside in the city. **CM Minner** explained that they messed up. **Commissioner Reisman** informed the audience that there were people that applied for this who did not meet the qualifications, one being the current alternate member. The candidates who do not qualify are Rosalind Martin, Angela Wade and David Johnson. **Commissioner Connell** asked how many positions were available? **CM Minner** answered there was one full member and two alternate positions.

Commissioner Connell made a motion to appoint Tim Sennett as the full-member and Commissioner Berry seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission approved Mr. Sennett's appointment.

Commissioner Reisman made a motion to appoint Darin Akkerman as an alternate member and Commissioner Connell seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission approved Mr. Akkerman's appointment.

Commissioner Reisman made a motion to appoint Mr. Simeone as an alternate member and Commissioner Connell seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission approved Mr. Simeone's appointment.

14. Resolution of the City Commission of the City of Leesburg, Florida, appointing one Library Advisory Board member to a five-year term ending September 30, 2028; and providing an effective date.

ADOPTED RESOLUTION 11,707

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

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

Mayor Burry requested comments from the Commission and the audience.

Alice Parrott of 5033 Sawgrass Lake Circle said she would like to be reappointed to the library board because she sees the importance of having a library that is available and accessible to everyone. The library offers multiple ways of access. It does not matter what your social economic level is, the library is available. The services offered are not just through books. They have other programs for the youth going all the way up to senior citizens. That is unique to our area. Many libraries focus on the senior population, but Leesburg offers it all. She works as a mental health therapist in schools, so she sees the value and importance of learning. Learning is more than just being able to have your K-12 education, it is lifelong learning and this library offers that. They can explore many different things without having to spend any money. They can travel, cook, or study for a new career. The library is valuable to the community and the benefits are endless. She would like to continue being a part of that.

Commissioner Reisman made a motion to appoint Alice Parrott to the library advisory board and Commissioner Berry seconded the motion.

The roll call vote was:

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

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

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

A. Public Hearing on the proposed millage and proposed budget for Fiscal Year 2023-24

1. Announce the name of the taxing authority, the rolled-back rate, and the millage rate to be levied.

Budget Director (BD) Brandy McDaniel announced the name of the taxing authority, the City of Leesburg, Florida. The current year's rolled back rate is 3.4752. The proposed millage rate of 3.4752 is 0.00% higher than the current year's rolled back rate. The millage rate to be levied: 3.4752 mills per \$1,000.

2. Discuss the proposed aggregate millage rate

BD McDaniel stated that on July 10th, the commission approved the tentative millage rate of 3.4752 mills per \$1,000. This is a decrease from the prior fiscal year. Whereas, the proposed budget was developed using 3.4752 mills per \$1,000. Therefore, the tentative millage rate of 3.4752 mills per \$1,000 represents a 0.00% increase from the current year's rolled back rate, and is not a tax increase under TRIM guidelines.

3. Request comments from the public regarding adoption of the final millage rate

Mayor Burry requested comments from the public regarding the adoption of the final millage rate. There were none.

4. Resolution of the City Commission of the City of Leesburg, Florida finally adopting 3.4752 mills as the Fiscal Year 2023-24 millage rate for the City of Leesburg, Florida, representing the current year proposed aggregate millage rate of 3.4752 which is 0.00% more than the current year rolled back rate; and providing an effective date.

ADOPTED RESOLUTION 11,708

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

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

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

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Berry	Yes

Mayor Burry

Yes

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

5. Request comments from the public regarding adoption of the final 2023-24 Budget

Mayor Burry requested comments from the public regarding adoption of the final 2023-24 Budget. There were none.

6. Resolution finally adopting the Fiscal Year 2023-24 Budget

ADOPTED RESOLUTION 11,709

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

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

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

The roll call vote was:

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

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

7. Announce the adopted millage rate

BD McDaniel stated the adopted final millage rate represents the current year's proposed aggregate millage rate of 3.4752 mills per \$1,000.

B. SECOND READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, further amending the City of Leesburg Retirement Plan for General Employees, adopted pursuant to Ordinance No. 18-31, as subsequently amended; amending Section 6, Benefit Amounts and Eligibility; amending Section 5, cost of living adjustment; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.**

ADOPTED ORDINANCE 23-54

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

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

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated with this item they could do nothing or change the retirement age to sixty-three or sixty-five. He recommended moving forward with the amendment to allow for cost of living adjustment (COLA) to be applied at age sixty-three. **Commissioner Connell** agreed that it should be adjusted to age sixty-three. He knows the employees were shafted in 2008/2009, so if they can throw them a bone here or there, they should. **Mayor Burry** agreed.

Commissioner Connell made a motion to apply the age of sixty-three to the retirement plan for general employees and Commissioner Berry seconded the motion.

The roll call vote was:

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

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

2. **An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)**

ADOPTED ORDINANCE 23-29

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

CA Watson asked for city staff and anyone else in the audience wishing to present testimony on these items to stand and raise their right hand. He swore them in.

Mayor Burry requested comments from the Commission and the audience.

PZD Miller stated this was a request for a small-scale comprehensive plan and a planned unit development zoning. It is generally located on the south side of Park Holland Road and east of Picciola Road. It would allow for the development of an apartment complex consisting of one hundred and forty-four units on eight acres. Within that PUD zoning, city staff required a significant condition with regards to access points. They had to include an additional access at the north of the project heading out to Park

Holland Road. That access point would also benefit the James Landing project, which they are in discussions with now. They had to add an access point on Park Holland Road because if this was built as shown in the PUD they could only turn right out on Picciola. On first reading, the commission directed the applicant to move forward with adding the additional access point and the applicant did that. They have struck a deal with the property to the north. They are here and ready for voting. Mr. Ryan Solstice of the Land Planning Group in Mount Dora is in attendance along with the developers.

Ryan Solstice, 1162 Camp Avenue, LPG Urban Regional Planners stated he was there on behalf of the applicant. The request was for a small-scale comprehensive plan amendment. There was a slight scrivener's error because they would only be changing 1.02 acres from commercial to high density residential. After the first reading, they held two public meetings and at both public meetings no public was in attendance. The first meeting was held on a Tuesday at one o'clock. At that time, he advised his client that in order to accommodate the public, they had to hold the next meeting in the evening. It was held on Thursday, June 29th, at 6:30 p.m. and no public showed. They will not be vacating Shady Drive since that will allow access to Park Holland. The request tonight is for one hundred and thirty-eight units. It has decreased in density since they cannot count that road and they are no longer vacating it. This project meets active recreational uses.

Mayor Burry wanted to confirm the intent of there being access from this complex to Park Holland Road. **Mr. Solstice** agreed. Originally, with the density, it came in at one hundred and forty-four units. However, they were asked not to vacate Shady Drive and to make that north-south connection on Park Holland. So, because they are not vacating that road, they cannot count that for density. The site will now have one hundred and thirty-eight units. **Commissioner Berry** asked where the entrance would be. **Mr. Solstice** said there would still be one off of Picciola and there would be access through Park Holland as well. **Mayor Burry** mentioned they could turn into the complex off of Picciola, but they could not go out and head south on Picciola to the light. They would have to go to Park Holland and take that to Picciola because the Florida Department of Transportation (FDOT) said it was too close so they could not have a left turn on to Picciola.

CM Minner wanted to verify if they could still build phase one without having that second connection. In the current PUD, it states that before they go to final plat they will need to do that, which would be before the first phase. It would be before they could build or permit that they have to have that connection to Park Holland secured. **PZD Miller** said it would be before they could get a certificate of occupancy. That connection would have to be there before any certificate of occupancy is issued. Even with the lowered number of units, that will not change. They will be able to turn right out to Picciola. That connection was a part of the city staff's request and the commission supported it. It was for safety reasons, because it is simply too close to the connection point between US 27 and Picciola. In order for them to receive a certificate of occupancy, they have to have that road in place. James Landing is currently in the development review process and they are confident it will work out. **CM Minner** wanted to be clear, that before one unit is occupied they have to have that connection to Park Holland. **PZD Miller** said yes, all the way through. **Mayor Burry** said the way it is currently written includes the commission approving the plat. **CM Minner** mentioned that plat approval would not be required. **Mr. Solstice** pointed out that it was a site plan. **CM Minner** continued to say they would have to have that road connected before one unit can be occupied. **Mayor Burry** commented that it currently says the second asset access must be available at the time of the site plan review by the City of Leesburg. It must be shown on the final plat, as providing dedicated right-of-way for this required access. **PZD Miller** mentioned that the word plat should have been plan. It should have been an "n" and not a "t". That was his error. **CM Minner** informed the commission that they needed to amend that scrivener's error, because that is a big deal. **CA Watson** agreed. **PZD Miller** said they would correct the wording and he would work with the city attorney on it. **CM Minner** stated it should read at final site plan and before any

phase. **PZD Miller** stated he would do that.

Mayor Burry asked if there were any further questions from the public or the commission. There were none. **CM Minner** mentioned they needed a motion to adopt this. However, they need to amend the PUD. More specifically, paragraph 10(a) needs to be amended to change the word from final plat to final plan. It should also say, that upon submission and approval of any site plan for any phase, that connection must be made to Park Holland.

Commissioner Reisman made a motion that they approve and amend the PUD in paragraph 10(a) to change the word from final plat to final plan. It should be said upon submission and approval of any site plan for any phase that has to be connected to Park Holland.

CC Purvis inquired if that motion was for 6.B.2 or 6.B.3 or were they putting them together? **CA Watson** agreed, it should be the motion for 6.B.3. **Commissioner Reisman** withdrew his motion.

Commissioner Reisman made a motion to adopt the ordinance (6.B.2) and Commissioner Connell seconded the motion.

The roll call vote was:

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

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

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)**

ADOPTED ORDINANCE 23-30

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

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

Commissioner Reisman made a motion to amend the verbiage under Section 10(a) to read plan and not plat, and before the final site plan or any phase is built, the connection has to be made to Park Holland Road and Commissioner Connell seconded the motion.

The roll call vote on the amendment was:

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

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

Commissioner Reisman made a motion to approve the amended motion and Commissioner Connell seconded the motion.

The roll call vote was:

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

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

C. FIRST READING OF ORDINANCES:

- 1. An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinance 22-17, Hills at Leesburg; pertaining to side setbacks, and adding a requirement for gutters; for a property consisting of approximately 41.69 acres; and being generally located east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg PUD scriveners)**

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

Mayor Burry requested comments from the Commission and the audience. There were none. He stated this item would lay over until the October 9th City Commission meeting.

D. NON-ROUTINE ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida requesting approval to proceed with the special event permitting process for the Shamrocking BBQ & Beer Festival event on March 15-16, 2024; and providing an effective date.**

ADOPTED RESOLUTION 11,710

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

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

Mayor Burry requested comments from the Commission and the audience.

Recreation Director (RD) Travis Rima said they received an application from Mr. Brian Gamble on

behalf of the Firefighters for Central Florida. This would be for a two-day event downtown. The original request was to shut down a good portion of Main Street. He wanted to bring it before the commission for approval. He also wanted to make sure the downtown was aware and accepting of it. With starting the special events transition, this would be a good time to bring this up. They could review it and give it the go-ahead. They would still need to go through the whole special event process. This would not be jumping, they would just say they could go ahead with that process. Mr. Gamble is here if there are any questions. **Mayor Burry** asked about closing a significant portion of Main Street. What are we talking about? **RD Rima** answered originally it was going to be from 5th Street to 9th Street. This morning it changed to go from 5th to 6th Streets. It would be right in front of City Hall and it would go down 5th and 6th Streets towards City Hall, which would shorten the Main Street closure significantly.

Brian Gamble of the Firefighter Charity of Central Florida, said their original concept was to involve the businesses as much as possible in the downtown. They are a local charity and they believe in giving back locally. He is a local and they wanted to make sure they involved all the local businesses. That was the reason they extended the portion of the shutdown to make it a street festival. That way, people would have to walk by the businesses. They talked to several of the businesses and most of them were on board, but some were not. They spoke with Melissa, the owner of McCracken's. The concept was to have a street festival on Main Street near the clock and have it end in front of McCrackens. Last year, McCracken's did something and they did not want to steal any business. Their goal is to bring in their normal attendance for this event. The feedback he received from the Downtown Leesburg Business Association was that they were concerned about shutting down that portion of the street. They can make concessions. They have no problems. If they want that street shut down, they could do it and it would be just like any normal chili cook-off. They could just shut down the section right in front of the bank. They want everyone to be happy and they are trying to create a festival that could grow. They are not trying to steal St Patrick's Day business, but this is an Irish Festival. They are trying to grow their business because on St. Patrick's Day people traditionally come to celebrate. It does not matter if it were on a Sunday, Tuesday, or Wednesday. This would give businesses an opportunity to get more business on a weekend. They plan to keep this on the weekend before St. Patricks Day. This is the first year that they were selected as a state championship site for the Florida Barbecue Association. It will be a big event. They have been growing year after year. This event was previously held at Gator Harley and they have a great relationship with them; however, they have outgrown that venue with this event. They are hoping to make it work in downtown Leesburg. It came at a bad time with special events. They actually talked to the Leesburg Partnership and they were going to help walk them through this. They liked the idea, but we all know what happened there. They are now on their own and he is doing his best to be a liaison with the downtown businesses. He does not know all of them, but he used to have a small business in Leesburg, so he understands and he does not want to hurt anybody's business. They had talked about doing a parade. However, it may be too costly to do. They have received the costs from law enforcement, but it is still something they would like to do. They want this to be a family event that brings families out. They want to target the developments in south Leesburg and get them up here. They are not targeting other communities like the Villages where they do their own thing. This is something that could grow in the City of Leesburg. The purpose of the event is to raise money for their charity and one of their funds is to help fire local firefighters that are injured who are not currently in the line of duty, who may have PTSD, or cancer. That is what this fund helps and they raise money for that through this event.

Mayor Burry asked in previous years what was the numbers of people coming out? **Mr. Gamble** answered that last year they had around 1,500 in attendance over the two days. It started on Friday night when the teams started cooking. They have a tasting which includes special-needs cooks and youth cooks. They give a scholarship back to a local youth so they can pursue a culinary career. Saturday is the big day. They used to have a barbecue in downtown Leesburg, but that went away, so they are trying to bring it back. They have been doing this for ten years. This will be their eleventh year. They

hope for the numbers to increase, but it is not a Bikefest event. This will be a smaller event that they hope will grow.

Commissioner Berry asked if there would be a parade. **Mr. Gamble** responded it was in their application but after receiving the cost back it might be prohibitive. It may come back, but they have to make a final decision on that. Right now, they are still receiving numbers from law enforcement to control the streets. They have a set budget that they can work with on that. It will also depend on sponsorship. If they can get a higher sponsorship, they would love to have a parade. It would be unique and it would bring people out. Then, after the parade, people could walk the streets. With the new entertainment district that encourages people to be out there. **Commissioner Berry** questioned if the parade would be first and if it would then go on to the barbecue? **Mr. Gamble** said the parade would be Saturday morning around ten o'clock and it would be over by noon. They would then open the gates for the tasting. They make their money by selling tickets. They also planned on having music. They talked to the owners of McCracken's about rotating so they did not have a conflicting schedule. They do not want to compete with each other, they want to compliment each other. That was their goal. However, with the parade they would have to get back to the city on that. **Commissioner Reisman** mentioned that he attended this event the last couple of years and it had very good turnouts. It was a good event.

Melissa McCracken, owner of McCracken's Pub on Main Street, said they had about 1,800 people in attendance at their first little festival. They are totally down with closing more than just a one block area. She knows some of the other businesses do not agree with them, but it would bring more attendance and more people to the area if they closed that four block area. They are also open to the parade idea. Once they knew more about the plans, it really opened up ideas. They would love to work with them on this event. If they could bring 1,500 to 2,000 people and they had 1,800 last year, they could have about 4,000 attendees. If they added in the parade, they could bring in another 2,000 people, which would make about 6,000 people in the downtown that weekend. It would be great for all businesses involved, regardless of street closures. Everyone would make money downtown. **Commissioner Berry** wanted to know how they would incorporate the other businesses at the other end of Main Street. Mainly, the restaurants that are located on the other end. Would they be open? She was trying to picture their vision. **Mr. Gamble** replied that they do not want to bite off more than they can chew during the first year. **Commissioner Berry** wanted to know if they were looking at just one end of Main Street and if the rest of the street would be open? **Mr. Gamble** said yes, the rest of the street would be open except during the parade. It would be just like any other normal parade route.

The roll call vote was:

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

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

Commissioner Reisman asked for clarification on whether they were shutting down the whole street. **Mayor Burry** said no, it would just be between 5th and 6th Streets. **Commissioner Reisman** inquired if they wanted to shut down the rest of it, would they have to come back? **Mayor Burry** said they would come back with the parade if there is a parade.

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of July 2023

Mayor Burry asked if there were any questions or comments on the financial reports. There were none.

8. CITY ATTORNEY ITEMS:

CA Watson had no items to comment on.

9. CITY MANAGER ITEMS:

CM Minner had nothing further to discuss.

10. ROLL CALL:

Commissioner Berry had nothing to address.

Commissioner Connell asked about the pending litigation on Sunnyside. Do we have an update on that? Is that something we can discuss openly or does it need to be done in a private meeting? **CA Watson** said he did not have information on that. He had a conflict, so he was not involved. **CM Minner** stated he would report back to the commission on that. They had a hearing in July and after that hearing each side was given an opportunity to provide the special magistrate with a recommended order. The magistrate gave them thirty to forty-five days to write their recommended order and once they receive that recommendation, the city will have an opportunity to provide a written recommended order for the special magistrate to consider. That is typical for these types of cases. The recommended orders will help the special magistrate formulate their final order. When they left, he believed they wanted ninety days on that. It will be ninety days from July. He would get back with special counsel on that, which is Brionez and Brionez. He will provide them with an update but they should have the recommended order from the special magistrate in a short time. Based on that order, both parties would have to agree. If one party does not agree, it would move to the next level, which is a hearing before the circuit court.

Commissioner Reisman asked the city manager to provide an update about where they are on Pine Street. He has had a couple of people reach out to him. **CM Minner** said they are about ready to start construction on Pine Street. The public works department has been working with the folks there. Step one will probably start in the next couple of weeks, which will be to build the CDC parking lot. That parking lot is in the middle of the block that is located south on Pine Street between Canal and Childs Street. It would be more towards Childs Street and the permanent entry would be off Childs Street. Step one is building the parking lot and they will have to close down a section of Pine Street. Businesses will still be able to be patronized, even though it will be an inconvenience. There will still be parking and proper signage. They will go back to the owners of those businesses to let them know exactly when that closure will be. They should see construction starting in the next couple of weeks. **Mayor Burry** inquired about the dirt out there. **Commissioner Reisman** said the dirt was from Pat Thomas. **CM Minner** agreed. The dirt was from Pat Thomas. There is no connection with the Pine Street project. **Commissioner Berry** questioned if there would be access from Pine Street to the hospital? **CM Minner** answered the section on Pine Street that will be closed is from Canal to Child Street. The rest of Pine Street will be open. **Commissioner Reisman** said a couple months ago he brought up gambling and the chief said that Governor DeSantis signed something into law about gambling in the strip malls. Was that outlawed and can we do anything about it? He knows a lot of it is in the county, but within the city? Can we work with

the county to do something about that? **CM Minner** said he would get back with him. He needs to get up to speed with the chief first.

Mayor Burry had nothing to comment on.

11. ADJOURN:

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

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

On a motion by Commissioner Reisman and a second by Commissioner Connell, the meeting adjourned at 6:36 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: October 9, 2023

From: Ann Kinsey, (Building Official)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving the 1st of three As-Needed Municipal Support Agreements; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the attached Universal Engineering Sciences, LLC, as-needed municipal service agreements to supplement current staff during plan review and inspections to keep review and inspection times within the limitations of Florida Statute 553.

Analysis:

Florida law requires plan reviews and inspections to be completed within time limitations. Currently, the Building Department has sufficient staff for the current workflow. However, at times, staff shortages and times of unusually high inspection activity can make it difficult to meet the time limitations required by the state. The Interlocal Agreement with Lake County was supposed to fill that gap. However, shortages in their staff have shown that additional alternative options need to be available. This is one alternative source for occasional assistance to the city. It has been reviewed by the city attorney.

Procurement Analysis:

N/A

Options:

1. Approve the requested as-needed municipal service agreement 1 of 3 with UES.
2. Other action the commission may choose.

Fiscal Impact:

Funds for this request are supported by the Building Department Budget. No costs are incurred unless services are required by the city.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPROVING THE 1ST OF THREE AS-NEEDED MUNICIPAL
SUPPORT AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Universal Engineering Sciences, LLC, whose address is 3532 Maggie Boulevard, Orlando, Florida 32811, for As-Needed Assistance with Plan Reviews and Inspections.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

Mayor

ATTEST:

City Clerk



As-Needed Services Agreement

Date: July 11, 2023
Client Name: City of Leesburg, Florida
Contact: Ann M. Kinsey, Building Official
Address: 204 N. 5th Street, Leesburg, Florida 34748
Email: Ann.Kinsey@leesburgflorida.gov

Universal Engineering Sciences, LLC (UES) is pleased to provide the **City of Leesburg** assistance with its building department on an as-needed basis. To ensure priority availability of licensed staff, Universal Engineering Sciences offers this as-needed services commitment agreement. UES is committed to providing a supplemental staff of highly qualified, state licensed Building Inspectors and Plans Examiners for maintaining continuity of services within the permit issuing authority of the City of Leesburg, Florida (CLIENT), for the benefit of its citizens. We further commit to ensure the availability of our state licensed staff as long as the City desires to maintain this agreement.

UES has the ability to offer the City of Leesburg superior building department support by maintaining a large pool of Florida-licensed professional building department staff, many of whom reside and work in Lake County. This supplemental services agreement will be managed by the parties listed below:

Department Manager: David Olivieri, CBO, CFM - State License #BU1970
Phone Number: 407-212-6190, dolivieri@teamues.com

Project Manager: Kerwin Maynor
Phone Number: 321-696-1706
Email: kmaynor@teamues.com

Administrative Supervisor: Nghien Phan
Phone Number: 407-581-8166, ext. 100075 or 321-334-0525
Email: nphan@teamues.com

Listed below are the fees and UES terms for our level of service commitment. This agreement will be in effect once signed by both parties to the agreement, and will remain in effect until one or both parties desire(s) to opt out. UES retains the option to renegotiate OR extend the hourly rates presented herein annually by amendment to this agreement.

Note: UES's services will be invoiced on a monthly basis to City of Leesburg in accordance with the hourly unit rates presented on the attached Exhibit "A" pricing schedule.

We appreciate this opportunity to strengthen our relationship with the City of Leesburg. Thank you for choosing Universal Engineering Sciences!

CLIENT: The City of Leesburg, Florida

UNIVERSAL ENGINEERING SCIENCES, LLC

BY (signature): _____

BY (signature): _____

NAME: _____

SIGNATORY: DAVID OLIVIERI

TITLE: _____

TITLE: Manager, Building Inspections Department (BID)

DATE: _____

DATE: 7/12/2023

Universal Engineering Sciences, LLC
Attention: Orlando BID

PLEASE SIGN AND RETURN ONE COPY VIA EMAIL

To: gviaglione@teamues.com

Enclosure (Exhibit A – Pricing Schedule)

EXHIBIT "A"
Pricing Schedule
Universal Engineering Sciences, LLC

<i>Item</i>	<i>Description</i>	<i>Unit Price</i>	<i>Unit of Measure</i>
Standard Rate Charges			
1.	Building Code Inspector	\$120.00	Per Hour
2.	Remote Plan Review	\$110.00	Per Hour
3.	Permitting Technician Services	\$75.00	Per Hour
4.	Building Official	\$130.00	Per Hour
Extended Rate Charges			
5.	Building Code Inspector	\$180.00	Per Hour
6.	Remote Plan Review	\$165.00	Per Hour
7.	Permitting Technician Services	\$112.50	Per Hour
8.	Building Official	\$195.00	Per Hour

1. **Building Code Inspectors:** Hourly rate includes all costs associated with building code inspection services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
2. **Remote Plan Review:** Hourly rate includes all costs associated with building code plans review services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
3. **Permitting Technician Services:** Hourly rate includes all costs associate with the performance of the Technician. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items
4. **Building Official:** Hourly rate includes all costs associated with building official services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
5. **Standard Rate Charges:** Standard rate charges shall apply to hours performed during the standard forty (40) hours work week by each individual assigned employee.
6. **Extended Rate Charges:** Extended rate charges shall only apply to work performed specifically for hours worked in excess of forty (40) hours worked during any specific work week by each individual assigned employee.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: October 9, 2023

From: Ann Kinsey, (Building Official)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving the 2nd of three As-Needed Municipal Support Agreements; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the attached M.T. Causley as-needed municipal service agreement to supplement current staff during plan review and inspections to keep review and inspection times within the limitations of Florida Statute 553.

Analysis:

Florida law requires plan reviews and inspections to be completed within time limitations. Currently, the Building Department has sufficient staff for the current workflow. However, at times, staff shortages and times of unusually high inspection activity can make it difficult to meet the time limitations required by the state. The Interlocal Agreement with Lake County was supposed to fill that gap. However, shortages in their staff have shown that additional alternative options need to be available. This is one alternative source for occasional assistance to the city. It has been reviewed by the city attorney.

Procurement Analysis:

N/A

Options:

1. Approve the requested as-needed municipal service agreement 2 of 3 with M.T. Causley; or
2. Other action the commission may choose.

Fiscal Impact:

Funds for this request are supported by the Building Department Budget. No costs are incurred unless services are required by the city.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPROVING THE 2ND OF THREE AS-NEEDED MUNICIPAL
SUPPORT AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with M.T. Causley, LLC, whose address is 10720 Caribbean Boulevard, Suite 650, Cutler Bay, Florida 33189, for As-Needed Assistance with Plan Reviews and Inspections.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

Mayor

ATTEST:

City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LEESBURG, FLORIDA
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement is made and entered into by and between the City of Leesburg, a Florida municipal corporation ("Municipality") and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, the Municipality's procurement ordinance and procedures permit the purchase of goods and/or services by "piggyback" on agreements awarded by other government entities; and

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with the City of Lakeland, Florida in accordance with the Agreement entered into December 19, 2019 pursuant to RFQ No. 9266, Building Code Professional Services, as needed; and

WHEREAS, Municipality and the Consultant have determined that the City of Lakeland's Agreement is an acceptable agreement upon which the Municipality and the Consultant shall establish a cooperative agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. TERM AND CONDITIONS

Except as otherwise stated herein, the terms and conditions of the City of Lakeland Agreement, as modified by this Professional Services Agreement, (herein referred to as Agreement), shall form the bases of this Agreement between M.T. Causley, LLC and the Municipality. A true and correct copy of the City of Lakeland Agreement is attached as Exhibit A. In the event of a conflict between this Agreement and the City of Lakeland Agreement, the terms of this Agreement shall control. For the avoidance of doubt, references to "City of Lakeland" in the City of Lakeland Agreement shall be deemed references to the "City of Leesburg" for purposes of this Agreement.

2. COMMENCEMENT AND COMPLETION

The term of this Agreement commences upon full execution of this Agreement. This Agreement shall terminate on the termination date of the City of Lakeland Agreement provided, however, that upon renewal of the City of Lakeland Agreement, this Agreement shall renew annually upon written agreement of both parties.

3. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

4. SCOPE OF SERVICE

Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant shall cooperate with Municipality in good faith to the extent requested in connection with any administrative or court proceedings involving reviews performed by Consultant. To the extent requested, Consultant will provide written notes corresponding with each review to Municipality on Consultant's own form(s) or letterhead.

5. FEE SCHEDULE

✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service	Standard Hourly Rate*
Plan review – onsite	\$115.00, two (2) hour minimum
Plan review – offsite (remote)	\$110.00, two (2) hour minimum
Inspector – Building, Mechanical, Electrical, or Plumbing	\$115.00, two (2) hour minimum
Multiple certified Inspector	\$110.00, two (2) hour minimum
One- and Two-Family Inspector	\$115.00, two (2) hour minimum
Permit Technician	\$60.00, two (2) hour minimum
Building Official/Building Code Administrator	\$125.00, two (2) hour minimum
Additional Services – available upon Municipality request	
New commercial buildings all disciplines	\$115.00, two (2) hour minimum
Floodplain Review	\$115.00, two (2) hour minimum
Zoning Review	\$110.00, two (2) hour minimum

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half (1.5) times the standard rate, two (2) hour minimum.

Services requested on Saturday will be invoiced at one-and-a-half (1.5) times the standard rate, four (4) hour minimum.

Services requested on Sunday or US Federal holiday will be invoiced at two (2) times the standard rate, four (4) hour minimum.

6. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

7. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:
Ann Kinsey, CBO, MCP
City of Leesburg
204 N 5th Street
Leesburg, FL 34748
Email: ann.kinsey@leesburgbuilding.gov

If to Consultant:
Matt K. Causley, President
M.T. Causley, LLC
10720 Caribbean Blvd, Suite 650
Cutler Bay, FL 33189
Email: mtc@mtcinspectors.com

9. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

10. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.00.

14. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training cost.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and

become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

17. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

18. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement. To the extent deemed necessary by Municipality's Building Office, prior to performing services under this Agreement on any given day, Consultant shall first meet with the Municipality's staff at the Municipality's Building Office to ensure proper coordination of work and to facilitate Consultant's access to pertinent records and information.

20. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from

using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

22. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERKS OFFICE, 501 W MEADOW STREET, LEESBURG, FL 34748, P: 352.728.9786 EXT 1150, FAX: 352.326.6636:**

23. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Lake County and each party waives any and all jurisdictional and other objections to such exclusive venue.

24. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

25. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper

copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

CITY OF LEESBURG

By: 

Name: Matthew K. Causley

Title: President

Date: September 21, 2023

By: _____

Name: _____

Title: _____

Date: _____

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: October 9, 2023

From: Ann Kinsey, (Building Official)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving the 3rd of three As-Needed Municipal Support Agreements; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the attached Alpha International I, LLC as-needed municipal service agreement to supplement current staff during plan review and inspections to keep review and inspection times within the limitations of Florida Statute 553.

Analysis:

Florida law requires plan reviews and inspections to be completed within time limitations. Currently, the Building Department has sufficient staff for the current workflow. However, at times, staff shortages and times of unusually high inspection activity can make it difficult to meet the time limitations required by the state. The Interlocal Agreement with Lake County was supposed to fill that gap. However, shortages in their staff have shown that additional alternative options need to be available. This is one alternative source for occasional assistance to the city. It has been reviewed by the city attorney.

Procurement Analysis:

N/A

Options:

1. Approve the requested as-needed municipal service agreement 3 of 3 with Alpha International I, LLC; or
2. Other action the commission may choose.

Fiscal Impact:

Funds for this request are supported by the Building Department Budget. No costs are incurred unless services are required by the city.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPROVING THE 3RD OF THREE AS-NEEDED MUNICIPAL
SUPPORT AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Alpha International I, LLC., whose address is 1683 N. Hancock Road, Building 103, Siute 120, Minneola, Florida 34715, for As-Needed Assistance with Plan Reviews and Inspections.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

Mayor

ATTEST:

City Clerk

1683 N. HANCOCK ROAD BUILDING
103 SUITE 120
MINNEOLA, FL 34715



Alpha International I, LLC

PHONE: 352-536-4481
EMAIL: JEFF@ALPHA-FLORIDA.COM

Contract for Building Inspection Services

This Contract ("Contract") is entered into between the City of Leesburg, hereinafter referred to as the "City," and Alpha International I, LLC, hereinafter referred to as the "Contractor." Collectively referred to as the "Parties."

Effective Date: [Insert Effective Date] Termination Date: [Insert Termination Date]

1. Scope of Services The City of Leesburg requires a qualified inspection team to assist with building inspections in accordance with Florida Statute 468 part XII. All inspectors provided by the Contractor shall be licensed under the aforementioned statute.
2. Contractor's Proposal Alpha International I, LLC proposes to provide inspectors to fulfill the City of Leesburg's needs as outlined in Section 1 of this Contract.
3. Compensation The Contractor shall provide inspection services at a rate of \$150.00 per hour. Billing shall include travel time.
4. Indemnification Both Parties agree to indemnify each other to the maximum extent permitted by applicable statutes.
5. Liability Insurance Alpha International I, LLC agrees to maintain liability insurance coverage worth \$1 million and to name the City of Leesburg as an additional insured party.
6. Independent Contractor Status Alpha International I, LLC acknowledges and agrees that they are an independent contractor and not an employee of the City of Leesburg. The Contractor shall bear all costs and provide all materials required to perform the services.
7. Contract Termination Either Party may terminate this Contract by providing a minimum of 30 days' written notice to the other Party.
8. Governing Law and Jurisdiction Any disputes arising out of or related to this Contract shall be settled in the courts of Lake County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Contract.
9. Severability If any provision of this Contract is deemed unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
10. Payment Terms Invoices submitted by the Contractor must be paid within 30 days of submission. Late payments shall incur a penalty of 1.5% of the outstanding balance or \$150, whichever is greater.

Both Parties have read, understood, and agreed to the terms and conditions set forth in this Contract.

City of Leesburg:

[City Representative Name and Title]

Date: _____

Alpha International I, LLC:

Danny Bass, AMBR

Date: 6-7-23

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: October 9, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, appointing four members to the Leesburg Historic Preservation Board; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission approve the requests for appointment to the Leesburg Historic Preservation Board as shown in the applications attached hereto as Exhibit A.

Analysis:

The Historic Preservation Board is appointed by the City Commission to make recommendations and decisions on matters related to historic preservation within the boundaries of the Historic District of Leesburg, Florida. The Board consists of a total of nine positions; seven regular members and two alternate members.

Currently, six people hold appointments. Of those six, one did not reapply, and one passed away, which leaves the board with a total of four members at this time. One application is for reappointment, and three are for new appointments. Thus, approval of this request would allow the board to have a total of seven regular members, while the two alternate positions would remain open.

The City of Leesburg advertised these positions in the Daily Commercial, and on the City's website, and on social media.

Expiring terms are for the following members:

Sanna Henderson (Chairperson, reapplied); and Paige Chassie (did not reapply)

Through the City Clerk's office, staff received a total of four applications for these positions.

Requesting re-appointment

Sanna Henderson

Requesting appointment

Mark Plymale

Nicole Menschel

Jose M. Lozano

Procurement Analysis:

N/A

Options:

1. Approve the attached request for four regular members to the Leesburg Historic Preservation Board; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact with regard to this request.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, APPOINTING FOUR MEMBERS TO THE LEESBURG HISTORIC
PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission of the City of Leesburg, Florida finds that as of September 30, 2023, there are open member positions on the Leesburg Historic Preservation Board.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2023 and expire on September 30, 2026.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2023 and expire on September 30, 2026.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2023 and expire on September 30, 2026.

THAT the City Commission hereby appoints _____ as a regular member with said term to begin on October 1, 2023 and expire on September 30, 2026.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg
Appointed Boards & Commission Application

Date: 9/19/20

Name: Sanna Henderson Home Phone: 352 787 3076

Mailing Address:

1216 Oak Dr. Leesburg, FL 34748

Home Address:

same

Business Name & Type:

retired

Business Address:

retired

Business telephone number: n/a ext.

Position:

Education, Training or Experience related to the activities of the Advisory Body

to which appointment is sought:

City Commissioner for 23 years, active in the Leesburg Heritage Society and member of Lake Co. Historical Society, Historic Preservation Board since its inception when I wasn't a Commissioner or Mayor

Professional Organizations/Memberships:

Friends of the Leesburg Library, Also organizations mentioned above

Have you served on a city board or committee in the past? Yes

If yes, Dates Served 1984 until the present except the years on the Commission

Name of Board or committee:

Library Board ☒ Historic Preservation Board ☒ Planning Commission

Greater Leesburg CRA Carver Heights & Vicinity CRA

Fire Department Pension Board of Trustees General Employees Retirement Board of Trustees

Police Department Pension Board of Trustees Other(Specify):

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Sanna Henderson

Signature of Applicant

9/19/20

Date

Return to: City Clerk's Office City of Leesburg

P O Box 490630

Leesburg FL 34739-0630



CITY OF LEESBURG
APPOINTED ADVISORY BOARD APPLICATION

Name Mark Plymale

Home Address 288 Bent Oak Ct.

Mailing Address Leesburg Fl.

Home Phone _____ Cell Phone 727-457-5123

Email Address mplymale56@gmail.com

Business Name N/A Type _____

Business Address _____

Business Phone _____ Extension _____

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

Mechanical/Architectural Engineer/Designer

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

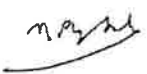
If yes, which Board? _____

Dates Served _____

Please select Board for which you would like to serve:

- | | |
|---|--|
| ☒ Airport Advisory Board | ☒ Historic Preservation Board |
| ☐ Carver Heights CRA | ☐ Library Advisory Board |
| ☒ Downtown Leesburg CRA | ☒ Planning and Zoning Commission |
| ☒ Electric Advisory Board | ☐ Police Pension Board |
| ☐ Fire Pension Board | ☒ Recreation Advisory Board |
| ☐ General Employee Retirement Board | ☒ Other |

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.


Signature of Applicant

09/10/2023

Date

Name Nicole Menschel
Home Address 29447 Caspian Street
Mailing Address Leesburg fl 34748
Home Phone 260-503-5313 **Cell Phone** 260-503-5313
Email Address Seniornk@yahoo.com
Business Name Lake sumter state college **Type** Community College
Business Address 9501 us 441 leesburg fl 34788
Business Phone 352-787-3747 **Extension** 3607

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

Previous employment in library. Newer resident to area eager to bring my knowledge and experience to assist

Professional Organizations/Memberships:

Executive Assistant to Vice President of Academic Affairs at Lake-Sumter State College. IRB Member- LSSC, E committee member-LSSC

Have you ever served on a City of Leesburg Advisory Board in the past?

No ✓

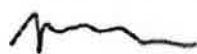
If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☒ Historic Preservation Board
☐ Carver Heights CRA	☒ Library Advisory Board
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission
☐ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☐ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or pr interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.



Signature of Applicant

09/01/2023

Date



CITY
RES

CITY OF LEESBURG

APPOINTED ADVISORY BOARD APPLICATION

Name Jose M Lozano

Home Address 20055 Royal Tern Ct Leesburg FL 34748

Mailing Address 20055 Royal Tern Ct Leesburg FL 34748

Home Phone 407-288-2085 Cell Phone 407-288-2085

Email Address jose@oakavenue.com

Business Name Oak Avenue Real Estate LLC Type

Business Address 30 W Smith St Winter Garden FL 34787

Business Phone 407-720-5000 Extension

Education, Training or Experience related to the activities of the Advisory Body to which Appointment is sought:

I'm a Realtor, Investor, Developer working with a team that's expanding the residential market across the Greater Orlando Area. I am looking to share my knowledge and expertise among the Electric Advisory Board.

Professional Organizations/Memberships:

Have you ever served on a City of Leesburg Advisory Board in the past?

No

If yes, which Board?

Dates Served

Please select Board for which you would like to serve:

☐ Airport Advisory Board	☒ Historic Preservation Board
☐ Carver Heights CRA	☐ Library Advisory Board
☐ Downtown Leesburg CRA	☐ Planning and Zoning Commission
☐ Electric Advisory Board	☐ Police Pension Board
☐ Fire Pension Board	☐ Recreation Advisory Board
☐ General Employee Retirement Board	☒ Other

I will attend meetings in accordance with the adopted policies of the city of Leesburg. If at any time my business or professional interest conflict with the interest of the Advisory Board, I will not participate in such deliberations.

Signature of Applicant

07/20/2023

Date

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: October 9, 2023

From: Al Minner, (City Manager)

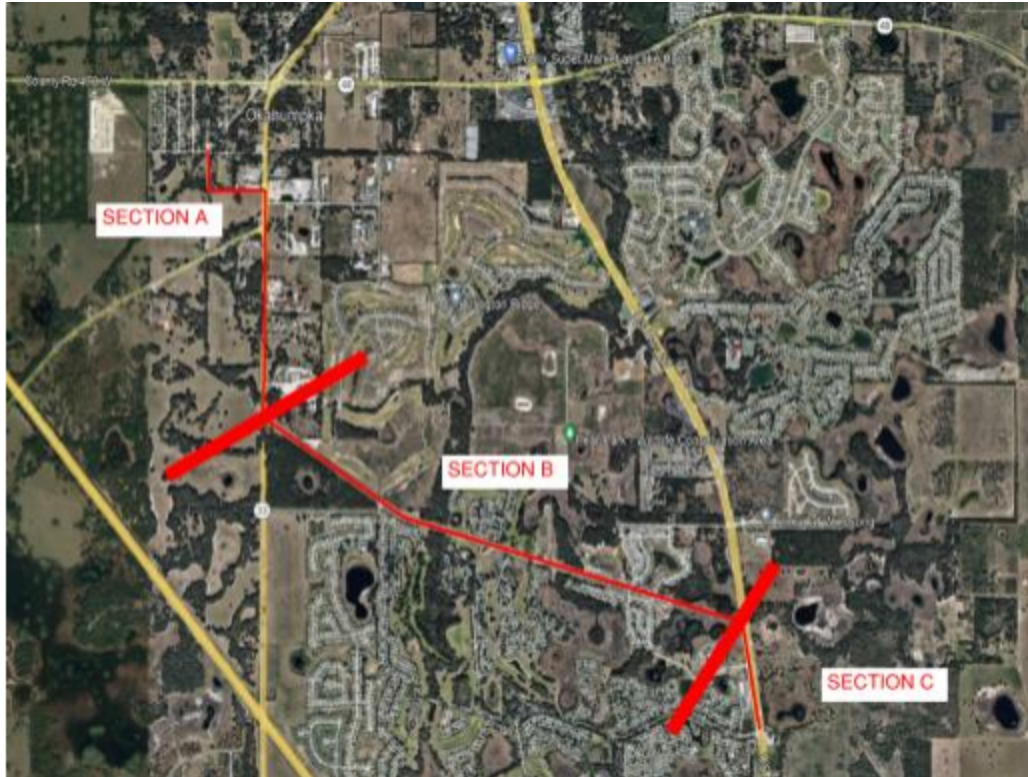
Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Utility Construction Reimbursement (Pioneering) and Wastewater Capacity Reservation agreement between the City of Leesburg and NVR, Inc.; and providing an effective date.

Staff Recommendation:

Approve resolution with NVR Homes, approving a pioneering agreement which will finance construction of a sewer bypass system in South Leesburg.

Analysis:

The purpose of this agreement is to enter into a pioneering agreement whereby NVR Homes will construct a major sewer bypass system in South Leesburg along US 27. This collection system will deliver wastewater to the Turnpike Wastewater Treatment Facility and provide sewer service for the entire southern Leesburg corridor. The sewer by-pass system will be constructed as depicted below:



Upon completion of the project, the main will be dedicated to the City and the City will own, operate and maintain the system in perpetuity.

In exchange for taking the financial risk to build the system, NVR will receive future sewer impact fee collections (1) for the actual cost to construct the main; and (2) from only those developments that connect to the system. The City has identified that there are potentially 7,434 residential units (at this time), plus proposed commercial development that can connect to the system. NVR will also receive a capacity reservation of 0.4 MGD, up to the time the City has completed the 6.0 MGD plant expiation project.

Procurement Analysis:

None

Options:

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

Fiscal Impact:

This agreement shifts the financial burden of constructing the sewer by-pass to the private sector.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
UTILITY CONSTRUCTION REIMBURSEMENT (PIONEERING) AND
WASTEWATER CAPACITY RESERVATION AGREEMENT BETWEEN THE
CITY OF LEESBURG AND NVR, INC.; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a Utility Construction Reimbursement (Pioneering) and Wastewater Capacity Reservation Agreement with NVR, Inc., whose address is 7547 Golf Channel Drive, Orlando, Florida 32819.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

Mayor

ATTEST:

City Clerk

**AGREEMENT FOR UTILITY CONSTRUCTION REIMBURSEMENT
(PIONEERING) AND WASTEWATER CAPACITY RESERVATION**

This Agreement for Utility Construction Reimbursement and Wastewater Capacity Reservation (“Agreement”) is made and entered into by and between the City of Leesburg, a Florida municipal corporation with a principal address of 501 W. Meadow Street, Leesburg, Florida 34748 (“City”) and NVR, Inc., a Virginia corporation authorized to do business in the state of Florida, with a local address of 7547 Golf Channel Drive, Orlando, Florida 32819, (“NVR”) and shall be effective on the date it has been executed by both parties (“Effective Date”).

WITNESSETH:

WHEREAS, NVR is the contract purchaser of the approximately 717 acres of real property described in **Exhibit “A”** attached hereto and incorporated by reference herein (the “Property”); and

WHEREAS, the Property is zoned PUD (Planned Unit Development) and has been approved for a residential community known as Bar Key comprising up to 1700 residential dwelling units (the “Project”); and

WHEREAS, the City has agreed to provide wastewater service to the Project; and

WHEREAS, the City presently has 0.4 million gallons per day (“GPD”) of unreserved treatment capacity available at its 4.5 million GPD Turnpike Wastewater Treatment Plant (the “Turnpike Plant”) which NVR wishes to reserve in order to allow it to timely move forward with a portion of the Project while the City expands its wastewater treatment capacity to a level sufficient to accommodate development of the entire Project; and

WHEREAS, in order for NVR to be able to utilize available capacity the City's wastewater transmission system must be expanded by adding the project described and generally depicted on **Exhibit "B"** attached hereto and incorporated by reference herein (the "Line Extension"); and

WHEREAS, the City currently has, or shall obtain, sufficient funds to cover the costs of designing, engineering and permitting the Line Extension, as well as acquiring any additional easements or right-of-way needed for its construction, but does not currently have sufficient funds to actually construct the Line Extension; and

WHEREAS, NVR has agreed to construct the Line Extension at NVR's sole initial cost and expense and City has agreed to reimburse NVR using wastewater impact fees to be collected by the City, all as in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City has determined that entering into this Agreement is in the best interests of the citizens of Leesburg as it will allow the City to grow its economy and tax base, while safeguarding its natural resources and producing minimal impact to the City's infrastructure; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and NVR agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, form an integral part of this Agreement and are incorporated by this reference as though fully set forth herein.

2. **Authority.** City has the authority to enter this Agreement pursuant to the City Charter and the City's proprietary powers under Ch. 166, Florida Statutes.

3. **Term.** This Agreement shall commence upon the Effective Date and shall continue until the twentieth (20th) anniversary of the date on which the City formally accepts the Line Extension or the date on which NVR has been fully reimbursed for the Construction Costs, whichever occurs earlier. Once this Agreement has terminated NVR shall not be entitled to further reimbursement from the City's collection of wastewater impact fees or from other fees, if any, associated with subsequent service connections to the Line Extension.

4. **Design, Engineering and Construction Plans.** City has retained a qualified, Florida-licensed, professional engineering firm (the "Engineer") to design, engineer and prepare construction plans for the Line Extension (the "Plans"). The City's contract with the Engineer shall be modified to provide that NVR is a third-party beneficiary with regard to insurance against Engineer's errors or omissions. The Plans shall be consistent with the City's customary design and engineering standards and requirements for wastewater lines of this nature. As the Engineer provides various iterations of the Plans to the City for review, comment and approval the Engineer shall simultaneously provide copies to NVR for NVR's reasonable review and comment, particularly with regard to opportunities for value engineering. Notwithstanding the foregoing, the City shall retain sole approval authority for the Plans. City shall provide NVR a written notice of the City's final acceptance of the Plans, along with a copy of the approved Plans and an updated Engineer's Estimate of Construction Costs related thereto within three (3) business days of such acceptance.

5. **Easements and Rights-of-Way.** City shall be responsible, at its sole cost and expense, for securing any additional easements or rights-of-way needed for construction of the

Line Extension in accordance with the approved Plans. To the extent that any such easements or rights-of-way are not already in the City's possession on the Effective Date, City shall, upon learning of such need, promptly undertake and diligently prosecute all steps necessary to acquire such easements or rights-of-way using such resources as are available to the City up to, and including, the power of eminent domain. In the event that the City has not obtained all necessary easements and rights-of-way within one (1) year from the date of the Effective Date of this Agreement, as hereinafter defined, City shall, within five (5) business days after such one-year anniversary of the Effective Date, advise NVR which easements and/or rights-of-way have not yet been acquired and further advise NVR of what steps the City has taken to acquire the same. Within ten (10) days after such notice has been provided City and NVR shall meet to discuss available options which may include, but shall not necessarily be limited to, prompt utilization of eminent domain by the City if it has not already done so, potential alternative routes around the missing section(s) of easement(s) or right(s)-of-way and/or adjustment of NVR's ultimate reimbursement to address delay costs. If no option is agreed upon by the parties within ten (10) days after such meeting the City shall institute eminent domain proceedings to acquire the missing easement(s) and/or right(s)-of-way.

6. **Permitting.** The City shall apply for all necessary governmental permits and approvals for the Line Extension within thirty (30) days after final acceptance of the Plans by the City and shall exercise its best efforts to obtain all such permits no later than one (1) year after final acceptance of the Plans. City shall provide NVR a copy of each permit application and shall keep NVR informed regarding the City's progress in obtaining necessary permits. NVR shall

cooperate and reasonably assist the City in obtaining such permits. If it appears at any time that the City will be unable to obtain a necessary permit within the one-year time frame established herein it shall promptly notify NVR and schedule a meeting with NVR within ten (10) days of such notice to discuss what, if any, steps the parties might take to secure the approval of such permit. Such meeting can be in person, telephonic or online as the Parties deem most efficient. The City shall deliver copies of all applicable permits at the time of final approval of the Plans by the City and prior to commencement of construction.

7. **Construction.** Once the City has provided NVR an electronic and a hard copy of the City-approved Plans and notified NVR that the City has obtained all necessary easements and/or rights-of-way and permits required for the Line Extension NVR shall, utilizing NVR's customary practices and procedures, negotiate a contract (the "Construction Contract") with a properly qualified and licensed contractor (the "Contractor") for construction of the Line Extension. Prior to executing the Construction Contract NVR shall provide a copy to the City Engineer for review and approval, such approval not to be unreasonably withheld. The City Engineer shall provide written notice of approval or written notice of any reasonable basis for non-approval of the Construction Contract within fifteen (15) days after his or her receipt of same from NVR.

(a) NVR shall ensure that the Construction Contract obligates the Contractor to provide a Performance and Payment Bond or an irrevocable letter of credit in an amount that represents one hundred and ten percent (110%) of the Construction Contract price. The bond or letter of credit shall be issued by an appropriate entity authorized to do business in

the State of Florida and shall name the City and NVR as Co-Obligees or Co-Beneficiaries, as the case may be. The original bond or letter of credit shall be delivered to the City within fifteen (15) calendar days after the Construction Contract has been fully executed. The Performance and Payment Bond shall ensure that the construction contractor fully, promptly and faithfully performs the Construction Contract and all obligations thereunder and that Contractor shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by the Contractor, or any subcontractor(s) in the prosecution of the work provided for in the Construction Contract.

(b) The Construction Contract shall also obligate Contractor to provide the City a Maintenance Bond, consistent with the City's customary requirement therefor, at such time as the City has inspected and accepted the Line Extension. The Maintenance Bond shall be in force and effect for a period of two (2) years from the date on which the City accepts ownership and maintenance responsibility of the Line Extension.

(c) After: (i) the Effective Date; (ii) issuance of all required permits; (iii) City's approval of the construction Plans; and (iv) the City's written confirmation that it has obtained all easements and rights-of-way needed for the Line Extension, City shall issue a written Notice to Proceed to NVR and NVR shall, in turn, cause the Contractor to commence work and diligently prosecute the same to completion in accordance with the terms of the Construction Contract.

(d) Upon completion of construction of the Line Extension, including satisfactory results of any customary inspection and testing performed by the City or to the City's

satisfaction, City shall notify NVR of its acceptance of the Line Extension and NVR shall convey the same to City via a Bill of Sale and shall simultaneously assign to the City any and all warranties related to construction of the Line Extension which NVR holds.

8. **Reimbursement.** The categories of costs to be incurred by NVR for construction of the Line Extension and for which NVR is entitled to reimbursement by the City under this Agreement are described in the Engineer's Cost Estimate attached hereto as **Exhibit "C"** and incorporated by reference herein. It is not the intent of the Parties that NVR's actual reimbursement necessarily match the dollar amounts shown on Exhibit "C" as the actual final costs incurred may be higher or lower and NVR shall be reimbursed for the actual costs incurred.

(a) NVR shall be reimbursed for such final actual costs via two methods. The first method, set forth in part (b), below, shall apply with regard to development of single-family homes by NVR, its affiliates, successors or assigns within the Project. The second method, described in part (c), below, shall apply with regard to: (i) commercial development within the Project (i.e., within the Bar Key PUD); and (ii) any and all development, whether residential, commercial or other, located outside of the Project but which taps into the Line Extension or any other wastewater line which relies on the Line Extension for transmission of wastewater to the Turnpike Plant.

(b) When NVR or an affiliate, successor or assign, requests a Building Permit for a residential dwelling unit located within the Project, the City will not collect the wastewater capacity impact fee for such unit, but instead shall deduct the amount of such wastewater capacity impact fee for such unit from the balance of the reimbursement amount then

remaining due and owing to NVR under this Agreement. The City shall maintain a ledger of all wastewater capacity impact fees reimbursed to NVR in this manner including the relevant residential unit's address, the amount of the wastewater capacity impact fee debited against the remaining reimbursement, the date such amount was debited and the remaining amount of reimbursement owed to NVR. The balance of reimbursement available shall be adjusted quarterly to deduct payments previously made pursuant to subsection (c), below.

(c) During the term of this Agreement, anytime a non-Project user taps into the Line Extension, or taps into any other wastewater line which relies on the Line Extension for transmission of wastewater to the Turnpike Plant, NVR shall receive reimbursement as set forth on **Exhibit "D"** attached hereto and incorporated herein by reference. Such reimbursement shall be made on a quarterly basis commencing upon the City's acceptance of the Line Extension and shall continue until NVR has been fully reimbursed for the actual cost of constructing the Line Extension or termination of this Agreement in accordance with Section 3, whichever occurs first.

(d) In no case shall NVR receive reimbursement which exceeds the actual cost of constructing the Line Extension (the "Maximum Reimbursement"). At such time as the total of all reimbursement to NVR hereunder equals the Maximum Reimbursement, this Agreement shall terminate and NVR shall not be entitled to any further reimbursements hereunder.

(e) The City's obligation to pay reimbursement to NVR under this Agreement is contingent on the completion by NVR (or at NVR's direction) of construction of the Line Extension in accordance with applicable City and other standards, the approved Plans and any other applicable codes and standards imposed by any level or agency of government with appropriate jurisdiction, and upon payment in full by NVR of the costs of such construction (excluding the costs of design, engineering, permitting and easement/right-of-way acquisition, but including the cost of labor, material and testing), and upon acceptance of the Line Extension by the City into its wastewater system for operation and maintenance as part of the overall City infrastructure. Nothing in this Agreement shall be construed to require the City to accept or approve the Line Extension unless and until it is in full compliance with the Plans and all applicable codes, standards and permit requirements.

9. **Wastewater Impact Fee Increase.** If the Engineer's Cost Estimate attached hereto as Exhibit "C" indicates the Line Extension will likely cost Fifteen Million Dollars (\$15,000,000.00) or more, City agrees to promptly undertake all steps legally required for the City Commission to consider increasing the City's wastewater impact fee including, but not limited to, performing any required studies, holding any required public hearings and taking a vote on whether such fee should be raised. NVR understands that the City Commission cannot contract away its legislative discretion and acknowledges that this Agreement does not legally bind the City to increase its wastewater impact fee. While the City cannot guarantee a particular outcome in this regard, the City Commission can and does agree to act promptly in good faith and to fairly consider the issue before taking a final vote on the matter.

10. **Wastewater Capacity Reservation.** As partial consideration for NVR's agreement to cause the Line Extension to be constructed initially at NVR's sole cost, and as partial compensation to NVR for the risk it is taking that it may not be fully reimbursed prior to the termination of this Agreement, the City hereby agrees to reserve, guarantee and hold in reserve for NVR 0.40 MGD of wastewater treatment capacity for the development of portions of the Project on the Property (the "Wastewater Capacity Reservation"). The Wastewater Capacity Reservation shall be drawn down by NVR in the ordinary course of developing the Project. Capacity reserved pursuant to the Wastewater Capacity Reservation shall remain in place until used by NVR or until the City has completed the planned 1.5 MGD capacity expansion to the Turnpike Plant and such capacity comes on-line and is made available for reservation in accordance with applicable City regulations and ordinances, whichever occurs first. Approval of the Wastewater Capacity Reservation pursuant to this Agreement and without payment of any further reservation fee by NVR shall not be construed as a waiver of any other applicable non-wastewater impact fee, wastewater system connection charge, ready-to-serve charge or other fee or charge imposed on residential development pursuant to applicable City ordinances, regulations or wastewater policies.

11. **Assignment.** If the City sells or transfers the Turnpike Plant or other applicable portions of its wastewater collection, treatment and disposal system, it may assign its rights and delegate its duties hereunder to the entity to which the same are sold or transferred and upon such assignment and delegation in writing the City shall be relieved of further obligations hereunder, provided that the assignee shall assume such obligations in writing. If NVR enters into an agreement with a parent corporation, a subsidiary or any other bona fide development partner that

is qualified to undertake development of the Project, NVR may assign its rights and delegate its duties hereunder to such entity and upon such assignment and delegation in writing NVR shall be relieved of further obligations hereunder, provided that the assignee shall assume such obligations in writing. Notwithstanding anything to the contrary herein, no purchaser of an individual lot or unit within the Project shall be liable for NVR's obligations under this Agreement provided such purchaser acquired said individual lot or unit within the ordinary course of NVR's business.

12. **Set-off of Funds Owed by NVR to City.** If NVR becomes delinquent in payment of any amount due the City for any reason during the Term of this Agreement, and provided that the City has first provided NVR written notice of such alleged delinquency and provided NVR a reasonable opportunity to challenge same, then the City may withhold any reimbursement due the NVR under this Agreement and offset it against the past due debt owed by NVR to the City until such debt is paid in full, together with any interest or additional charges incurred thereon, unless such amount is being lawfully contested by NVR, in which event the City may withhold payment until the legal or other proceedings contesting the amount claimed by the City have been resolved. Following resolution of such challenge the City may offset the reimbursement due NVR against the debt determined to be owed to the City and shall then pay any amount of reimbursement in excess of that debt to NVR. If NVR violates any provision of the City's codes and ordinances, its approved site plans or development plans, or the conditions of any permits or approvals issued to NVR by the City in relation to the Project, the City may withhold payment of reimbursements due NVR hereunder until all such violations have been

abated fully (provided that such amounts shall continue to accrue, without interest, in accordance with the terms of this Agreement until they are paid).

13. **City Approval Not to be Construed as Development Approval.** Execution of this Agreement by the City shall not be deemed to constitute approval by the City of any aspect of the Project, nor shall it be construed as permission to proceed with any portion thereof. NVR shall still be required to obtain all necessary permits and approvals from the City and other governmental bodies before commencement or continuation of work on the Project.

14. **Governing Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. The Parties agree that in any litigation arising under or related to this Agreement, venue shall lie only in Lake County, Florida

15. **Amendment.** This Agreement may not be amended orally, by implication, by course of conduct or in any manner other than by way of a written instrument approved by the Leesburg City Commission and duly executed by both Parties hereto.

16. **Non-Waiver Provision.** The failure of either Party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future performance of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either Party unless said waiver or relinquishment is in writing and signed by the Parties.

17. **Notices.** Except in exigent circumstances, and except as otherwise specifically provided in this Agreement, all notices by either Party to the other shall be addressed

as indicated below and shall be made by either depositing such notice in the United States Mail, Certified Mail, postage prepaid and return receipt requested, or by depositing same with a nationally recognized overnight courier service such as Federal Express, UPS or DHL, for overnight delivery with the delivery charge prepaid. Any notice which is properly addressed and served via Certified Mail shall be deemed delivered five (5) days, excluding Sundays and federally recognized holidays, after the date the same was deposited in the United States Mail regardless of whether a return receipt is signed and returned. Any notice which is properly addressed and served via overnight courier service shall be deemed delivered the next business day. Notices shall be addressed as follows:

If to City:	City of Leesburg Attn: Al Minner 501 W. Meadow St. Leesburg, FL 34749
With copy to:	Grant Watson, Esq. Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757
If to NVR:	NVR, Inc. Attn: Nick Gargasz, V.P. 7547 Golf Channel Drive Orlando, FL 32819
With a copy to:	Brian Jones, Esq. Shutts & Bowen LLP 300 S. Orange Ave., Ste. 1600 Orlando, FL 32801

18. **Complete Agreement.** This Agreement sets forth the entire understanding between the Parties and supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this

Agreement and to have been extinguished thereby, except to the extent they are specifically set forth herein. Each party warrants, for the benefit and reliance of the other, that it has not entered into this Agreement in reliance on or on the basis of any promise, undertaking, representation or agreement of the other Party, except as specifically set forth within the four corners of this instrument, and the Parties mutually waive and disclaim any and all rights, remedies and causes of action which may otherwise exist, based wholly or partly on any such promise, undertaking, representation or agreement of the other Party, except as specifically set forth within the four corners of this instrument.

19. **Recording.** This Agreement may be recorded by either the City or NVR among the Official Records of Lake County, Florida, but in either case the cost of recording shall be borne solely by NVR and NVR agrees to promptly pay such recording cost if and when requested to do so by City.

20. **Effective Date.** This Agreement shall become effective when it has been executed by both Parties and the “Effective Date” shall be the date upon which the second Party to sign has signed.

**SIGNATURE PAGES TO FOLLOW
BALANCE OF THIS PAGE
LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, each on the date indicated below.

Signed, sealed and delivered
in the presence of:

NVR, Inc., a Virginia corporation

By:

Nick Gargasz, V.P.

Witness 1
Print name: _____

Date signed: _____

Witness 2
Print name: _____

STATE OF FLORIDA §
COUNTY OF LAKE §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by Nick Gargasz, as Vice President of NVR Inc., who is personally known to me or produced _____ as identification.

Signature of Notary Public
Printed Name: _____
Commission No. & Exp:_____

CITY OF LEESBURG, a Florida municipal corporation

By:_____

Print name:_____

Print title:_____

Date:_____

ATTEST:

Print name:_____

Print title:_____

Approved as to legal form:

City Attorney

STATE OF FLORIDA §
COUNTY OF LAKE §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____ and _____, as _____ and City Clerk, respectively, of the City of Leesburg, Florida, who are personally known to me.

Signature of Notary Public
Printed Name: _____
Comm. No. & Exp. _____

EXHIBIT "A"

(Page 1 of 4)

LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE: THE EAST 660 FEET OF THE NW 1/4 (ALSO KNOWN AS GOVERNMENT LOTS 3 AND 4) AND THE EAST 845.8 FEET OF THE WEST 1785.8 FEET OF THE SOUTH 805 FEET OF GOVERNMENT LOT 4; AND ALL OF GOVERNMENT LOT 6, EAST OF U.S. HIGHWAY 27, STATE ROAD NO. 25, AND ALL THE GOVERNMENT LOT 6. LESS A PORTION BEGINNING 2682.65 FEET NORTH OF SW CORNER OF SECTION 6, RUN EAST TO THE WATERS' EDGE OF FISH HOOK LAKE, THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG WATERS' EDGE OF SAID LAKE TO INTERSECT THE WEST BOUNDARY OF SAID SECTION 6, THENCE NORTH TO P.O.B.

PARCEL TWO: THE SW 1/4 OF NE 1/4, LESS THE SOUTH 600 FEET; THE NW 1/4 OF NE 1/4; AND THAT PORTION OF NE 1/4 OF NE 1/4 LYING AND BEING NORTH AND WEST OF A STRAIGHT LINE DRAWN FROM THE NW CORNER OF THE SE 1/4 OF NE 1/4 OF SECTION 7, TO A POINT ON THE EAST BOUNDARY OF SECTION 6, 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6, AND THE NE CORNER OF SECTION 7, ALL IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE EAST 1/2 OF SECTION 6, LESS THAT PORTION OF THE SE 1/4 OF SE 1/4 THAT LIES EAST AND SOUTH OF A STRAIGHT LINE DRAWN FROM NW CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7 TO A POINT ON THE EAST BOUNDARY OF SECTION 6, THAT IS 901.55 FEET NORTH OF THE SE CORNER OF SECTION 6.

AND

THE EAST 1/2 OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, THE SAME BEING THE SE 1/4 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LESS BEGIN ON THE SOUTH LINE OF NW 1/4, SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST AT A POINT SOUTH 89° 26' 11" WEST A DISTANCE OF 911.10 FEET FROM THE CENTER OF SECTION 7, RUN THENCE SOUTH 89° 26' 11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 314.88 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SW 1/4 OF NW 1/4 OF SAID SECTION 7, THENCE NORTH 0° 53' 06" WEST ALONG THE WEST LINE OF SAID SE 1/4 OF NW 1/4 A DISTANCE OF 177.61 FEET TO A POINT, THENCE SOUTH 6° 12' 55" EAST A DISTANCE OF 362.38 FEET TO THE P.O.B.

ALSO, ALL INTEREST IN EASEMENT DESCRIBED IN THAT CERTAIN EASEMENT CONVEYED TO FLORIDA STATE

TURNPIKE AUTHORITY FOR RIGHT OF WAY PURPOSES ON THE 26TH DAY OF OCTOBER 1962 AND RECORDED IN OFFICIAL RECORDS BOOK 221 PAGE 303 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL THREE: THE NORTH 1/2 OF GOVERNMENT LOT 4, IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL FOUR: NW 1/4 OF SW 1/4; AND NORTH 418.45 FEET OF THE SW 1/4 OF THE SW 1/4 ALL IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT "A"

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OFFICIAL RECORDS BOOK 892, PAGE 420 (NOT INCLUDED IN TITLE COMMITMENT):
PARCEL FIVE: THAT PART OF GOVERNMENT LOT 4 IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 6, RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1763.2 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING, RUN SOUTH 89°48'41" EAST 940 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 0°33'47" WEST 526.8 FEET TO A CONCRETE MONUMENT; CONTINUE THENCE IN THE SAME DIRECTION TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION 6 TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (WRITTEN BY THIS FIRM):
COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'23" EAST ALONG THE NORTH LINE OF SAID SECTION 6 A DISTANCE OF 1779.04 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°42'44" WEST ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT OF WAY LINE OF DEWEY ROBBINS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 158, PAGES 356 AND 357, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°31'23" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 659.93 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 3; THENCE RUN SOUTH 89°30'13" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2633.46 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE EAST LINE OF SECTION 6; THENCE RUN SOUTH 89°29'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1310.53 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND EAST LINE OF GOVERNMENT LOT 4; THENCE RUN SOUTH 00°19'29" WEST ALONG SAID EAST LINE A DISTANCE OF 1255.59 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID GOVERNMENT LOT 4; THENCE RUN NORTH 89°44'23" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF GOVERNMENT LOT 4 A DISTANCE OF 1320.51 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF GOVERNMENT LOT 4, ALSO BEING THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°46'43" WEST ALONG SAID WEST LINE OF SECTION 5 A DISTANCE OF 1286.19 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE RUN SOUTH 89°58'44" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1330.71 FEET TO THE NORTHEAST CORNER OF

EXHIBIT "A"

(Page 3 of 4)

SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 00°10'51" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1747.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH 418.45 FEET OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 89°51'20" WEST ALONG THE SOUTH LINE OF SAID NORTH 418.45 FEET A DISTANCE OF 1329.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 418.45 FEET, ALSO BEING THE AFORESAID WEST LINE OF SECTION 5; THENCE RUN SOUTH 00°13'44" EAST ALONG SAID WEST LINE A DISTANCE OF 5.99 FEET TO A POINT 901.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 31°25'07" WEST A DISTANCE OF 2602.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 25 EAST; THENCE RUN SOUTH 00°49'47" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 728.81 FEET TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 89°36'23" WEST ALONG SAID NORTH LINE A DISTANCE OF 1331.31 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00°33'34" WEST ALONG SAID WEST LINE A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7; THENCE RUN NORTH 89°36'23" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 932.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE FLORIDA TURNPIKE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 97775-2334; THENCE RUN NORTH 59°39'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 332.60 FEET TO THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°36'27" EAST ALONG SAID WEST LINE A DISTANCE OF 1162.90 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH 89°36'05" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1220.40 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE RUN NORTH 00°33'34" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 7 A DISTANCE OF 1328.86 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE RUN NORTH 89°35'47" WEST ALONG SAID NORTH LINE A DISTANCE OF 2170.56 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 27 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 275-(5323), SECTION 1120; THENCE RUN NORTH 09°41'43" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1487.11 FEET TO THE WEST LINE OF AFORESAID SECTION 6; THENCE RUN NORTH 00°41'15" EAST ALONG SAID WEST LINE A DISTANCE OF 287.06 FEET, MORE OR LESS TO THE NORTHERLY EDGE OF WATER OF FISH HOOK LAKE; THENCE RUN EASTERLY, NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG SAID

EXHIBIT "A"

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EDGE OF WATER TO THE NORTH LINE OF GOVERNMENT LOT 5; THENCE RUN NORTH 89°26'56" WEST ALONG SAID NORTH LINE OF GOVERNMENT LOT 5 A DISTANCE OF 690+/- FEET TO THE AFORESAID WEST LINE OF SAID SECTION 6; THENCE RUN NORTH 00°54'04" EAST ALONG SAID WEST LINE A DISTANCE OF 804.54 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3466, PAGE 1626, AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°27'50" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1784.85 FEET TO THE EAST LINE OF SAID PROPERTY, ALSO BEING THE AFORESAID WEST LINE OF THE EAST 660 FEET OF THE NORTHWEST 1/4 OF SECTION 6; THENCE RUN NORTH 00°42'44" EAST ALONG SAID EAST LINE A DISTANCE OF 1739.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 717.86 ACRES, MORE OR LESS.

EXHIBIT “B”

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GENERAL DEPICTION OF LINE EXTENSION

The City of Leesburg is experiencing significant population growth, resulting in increased flows in the existing wastewater system. To prepare for the growth and to improve operational efficiencies, the City evaluated its Turnpike wastewater collection system. A resultant Technical Memorandum was completed in Fall 2020. The evaluation identified wastewater flows to Lift Station (LS) 72 as a critical link to maintaining the City’s level of service for the Turnpike wastewater collection system.

To alleviate flows going to LS 72, the evaluation proposed the LS 72 Bypass Force Main Project. The planned system-capacity improvement project included installing an approximately 5,000-foot-long 12-inch-diameter bypass force main (FM) to connect the existing 12-inch FM on the west side of the US-27 right-of-way to the existing LS 106 FM. The proposed bypass FM route would be installed through a high-voltage transmission utility corridor easement controlled by Duke Energy Corporation. Figure 1 shows the original schematic diagram of the proposed LS 72 Bypass Force Main Project as presented in the 2020 Technical Memorandum.

Since 2020, the new residential developments proposed within the Turnpike sewershed area have increased and their timelines moved forward. The developer-driven flow changes have resulted in the diameter, length, and configuration of the LS 72 Bypass Force Main Project increasing along with the projected level of complexity and number of stakeholders involved. Due to the increasing scale and costs for the project, the City solicited design services through the request for proposal (RFP) process. The City selected Jones Edmunds to design and permit the LS 72 Bypass Force Main Project. As an interim step to the full-scale design, the City requested that Jones Edmunds support the City’s legal counsel in obtaining the rights to the Duke Energy corridor, supporting the City in meetings with developers, and other as-needed services. With those services nearly complete, the City requested that Jones Edmunds develop a design scope and fee for the Lift Station 72 Bypass Force Main Project. In accordance with the concept plan the route has been divided into three sections: A, B, and C. The goal of splitting the route into three sections is to allow work to proceed where the City has existing property rights. Section A would be the first section to be surveyed, and the design tasks would start immediately upon receipt of the survey. The survey and design of Section C is expected to be the second highest priority section. In parallel to these tasks, the City will continue to obtain rights to the easements within the Duke Energy transmission corridor. Once all easements are confirmed, the survey would be initiated for Section B, with design following receipt of the survey.

Once all sections of the bypass FM route have been surveyed and initially designed, we will initiate the geotechnical field work to include work as necessary to support horizontal directional drills (HDDs) and/or other design elements. As of the date of this proposal, the expected FM diameters for the respective sections are as follows:

EXHIBIT “B”

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Section A: +/- 6,250 linear feet (LF) of 24-inch FM; open-cut will be dimension ratio (DR)18 polyvinyl chloride (PVC), HDD will be DR11 high-density polyethylene (HDPE).

Section B: +/-11,900 LF of 20-inch FM; open-cut will be DR18 PVC, HDD will be DR11 HDPE.

Section C: +/- 12,950 LF of 16-inch FM; open-cut will be DR18 PVC, HDD will be DR11 HDPE.

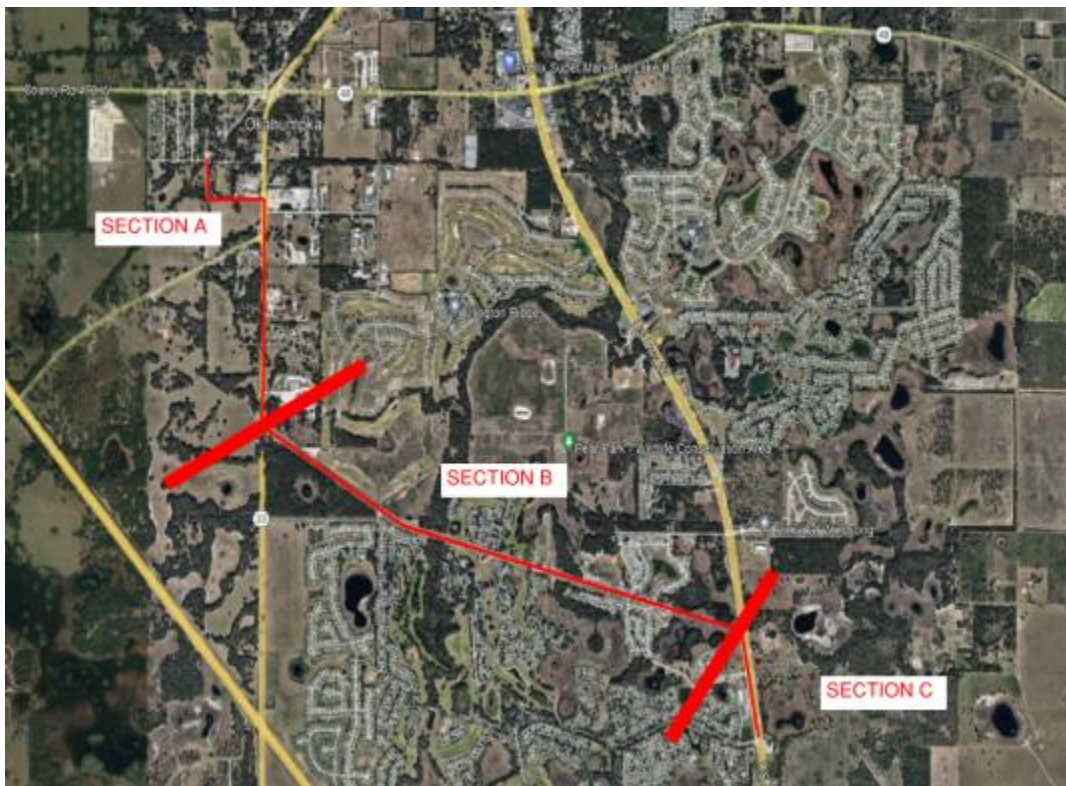


EXHIBIT “C”
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ENGINEER’S COST ESTIMATE

				
OPINION OF PROBABLE CONSTRUCTION COST - DETAILS				
OWNER:	ESTIMATED BY:			
Jones Edmunds & Associates, Inc.	T. Lillo			
CLIENT:	CHECKED BY:			
City of Leesburg	K. Fraser			
PROJECT TITLE:	PROJECT SEGMENT			
WW Modeling - As Needed	Duke By-Pass Fm			
PROJECT NUMBER:	DATE:			
07810-094-02	9/28/2023			
ESTIMATE TYPE (ROM, BUDGET, DEFINITIVE):	CONSTRUCTION OR PROJECT ESTIMATE:			
Rough Order of Magnitude	Project Estimate			
DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
DESIGN & PRE-CONSTRUCTION				
ENGINEERING (10% OF CONSTRUCTION COST)	LS		\$ 1,016,230	\$ 1,016,300
SURVEY	LS		\$ 15,000	\$ 15,000
SUB-SURFACE EXPLORATION & TESTING	LS		\$ 15,000	\$ 15,000
ENVIRONMENTAL STUDIES	LS		\$ 40,000	\$ 40,000
PERMITTING (3% OF CONSTRUCTION COST)	LS		\$ 304,869	\$ 304,900
ADMINISTRATIVE & BIDDING	LS		\$ 10,000	\$ 10,000
CA & CI (3% OF CONSTRUCTION COST)	LS		\$ 304,869	\$ 304,900
SUBTOTAL				\$ 1,706,100
CONSTRUCTION COST				
MOBILIZATION/DEMOBILIZATION, BONDS, GENERAL CONDITIONS (5% OF BASE BID)	LS		\$ 473,060	\$ 473,100
CONSTRUCTION SURVEY, AND LAYOUT (1.5% OF BASE BID)	LS		\$ 141,918	\$ 142,000
TRAFFIC CONTROL	LS		\$ 6,000	\$ 6,000
ENVIRONMENTAL PROTECTION	LS		\$ 15,000	\$ 15,000
DEWATERING	LS		\$ 50,000	\$ 50,000
RECORD DRAWING ALLOWANCE	LS		\$ 5,000	\$ 5,000
QUALITY CONTROL TESTING ALLOWANCE	LS		\$ 10,000	\$ 10,000
DEMOLITION				
XXXX				\$ -
XXXX				\$ -
SUBTOTAL	LS	1	\$ -	\$ -
OVERHEAD & PROFIT	LS	20%	\$ -	\$ -
				\$ -
STRUCTURES				
ARV MANHOLES	EA	4	\$ 4,500	\$ 18,000
XXXX				\$ -
SUBTOTAL	LS	1	\$ 18,000	\$ 18,000
OVERHEAD & PROFIT	LS	20%	\$ 3,600	\$ 3,600
				\$ 21,600

EXHIBIT "C"
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PIPES				
	LF			\$ -
	LF			\$ -
HDPE (HDD installation)				
24" Duke connection at CR 33 to Existing 24" Tie In at Magnolia Rd. SECTION A	LF	6,250	\$ 342	\$ 2,134,500
20" US-27 through Duke Corridor connect to CR 33 SECTION B	LF	11,900	\$ 242	\$ 2,879,800
16" on US 27, south of Duke Corridor SECTION C	LF	12,950	\$ 201	\$ 2,602,950
Tap to Existing Pipe	EA	2	\$ 5,000	\$ 10,000
SUBTOTAL	LS	1	\$ 7,627,300	\$ 7,627,300
OVERHEAD & PROFIT	LS	20%	\$ 1,525,460	\$ 1,525,460
				\$ 9,152,800
FITTINGS				
8"				
90° DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 1,090	\$ -
45° DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 707	\$ -
22.5° DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 882	\$ -
8" RESTRAINED JOINT	EA		\$ 200	\$ -
12"				
90° DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 2,140	\$ -
45° DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 1,775	\$ -
22.5° DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 1,703	\$ -
11.25° DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 1,703	\$ -
12" X 12" TEE DUCTILE IRON CERAMIC-EPOXY LINED MECHANICAL JOINT	EA		\$ 3,159	\$ -
12" RESTRAINED JOINT	EA		\$ 200	\$ -
SUBTOTAL	LS	1	\$ -	\$ -
OVERHEAD & PROFIT	LS	20%	\$ -	\$ -
				\$ -
VALVES				
2"				
AIR VALVE	EA	4	\$ 1,500	\$ 6,000
20"				
PLUG VALVE	EA	12	\$ 9,000	\$ 108,000
24"				
PLUG VALVE	EA	6	\$ 10,000	\$ 60,000
SUBTOTAL	LS	1	\$ 174,000	\$ 174,000
OVERHEAD & PROFIT	LS	20%	\$ 34,800	\$ 34,800
				\$ 208,800
CONCRETE				
6" THICK CONCRETE SLAB (Restore driveways & sidewalks)	SY		\$ 50	\$ -
FULL DEPTH ASPHALT (Road & Driveway Sections ~4" thick w/ GABC)	SY	1,000	\$ 43	\$ 43,000
SUBTOTAL	LS	1	\$ 43,000	\$ 43,000
OVERHEAD & PROFIT	LS	20%	\$ 8,600	\$ 8,600
				\$ 51,600
CIVIL SITE & RESTORATION				
SOD	SY	5,500	\$ 4	\$ 22,000
SUBTOTAL	LS	1	\$ 22,000	\$ 22,000
OVERHEAD & PROFIT	LS	20%	\$ 4,400	\$ 4,400
				\$ 26,400
SUBTOTAL (BASE BID)				\$ 9,461,200
SUM OF DIVISION 1 ITEMS				\$ 701,100
SUBTOTAL (CONSTRUCTION)				\$ 10,162,300
SUM OF DESIGN & PRE-CONSTRUCTION				\$ 1,706,100
PROJECT SUBTOTAL				\$ 11,868,400
CONTINGENCY (20%)				\$ 2,373,700
TOTAL				\$ 14,242,100
ROUNDED TOTAL				\$ 14,243,000

EXHIBIT “D”
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FORMULA FOR REIMBURSEMENT / PROJECTED WASTEWATER IMPACT FEES

Amount due NVR shall be “C” under the formula:

$$A - B = C$$

Where:

A = NVR’s Actual Cost of Constructing the Line Extension

B = Amount of Wastewater Impact Fee Credits awarded by City to NVR to be applied against the Project’s wastewater impact fees

C = Amount Due to NVR in cash reimbursement from Impact Fee Revenues

Impact Fee Revenues are calculated pursuant to the formula:

$$D \times E = F$$

Where:

D = Future wastewater connections benefiting from the Line Extension

E = Wastewater impact fee charged for such future connections

F = Impact Fee Revenues to be used to reimburse NVR

Impact Fee Revenues shall be used to reimburse NVR for the Actual Cost of Constructing the Line Extension until $C - F = 0$.

Impact Fee - Wastewater
Project/Bar Key - 1500 SFRs

IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
<i>IF Category</i>	<i>Impact Fee</i>	<i>Type</i>	<i>Basis</i>	<i>Number</i>	<i>Fee</i>
<i>Water:</i>	\$0.00	SFR	Per Unit	0	1175.00
<i>Wastewater:</i>	\$4,167,000.00	SFR	Per Unit	1500	2778.00
<i>Police:</i>	\$0.00	SFR	Per Unit		0.00
<i>Fire:</i>	\$0.00	SFR	Per Unit		0.00
<i>Lake County Transportation:</i>	\$0.00	SFR	SQ FT		0.00
<i>Recreation:</i>	\$0.00	SFR	Per Unit		0.00
<i>Lake County Library:</i>	\$0.00	SFR	SQ FT	0	0.00
<i>Lake County Education:</i>	\$0.00	SFR	SQ FT		0.00
FEE SUBTOTAL:	\$4,167,000.00				

Impact Fee - Wastewater
***Non-Project - 4,113,384 SFRs**

IMPACT FEE CALCULATION <1,500 SF Single Family Residence					
<i>IF Category</i>	<i>Impact Fee</i>	<i>Type</i>	<i>Basis</i>	<i>Number</i>	<i>Fee</i>
<i>Water:</i>	\$0.00	SFR	Per Unit	0	1175.00
<i>Wastewater:</i>	\$16,484,652.00	SFR	Per Unit	5,934	2778.00
<i>Police:</i>	\$0.00	SFR	Per Unit		0.00
<i>Fire:</i>	\$0.00	SFR	Per Unit		0.00
<i>Lake County Transportation:</i>	\$0.00	SFR	SQ FT		0.00
<i>Recreation:</i>	\$0.00	SFR	Per Unit		0.00
<i>Lake County Library:</i>	\$0.00	SFR	SQ FT	0	0.00
<i>Lake County Education:</i>	\$0.00	SFR	SQ FT		0.00
FEE SUBTOTAL:	\$16,484,652.00				

*** Whispering Hills - 2942 SFRs, Lydon Nicholson - 718SFRs, Marjo Pines - 271, LakeCo Properties - 182 SFRs, Windmill - 614, Banning Ranch -275, Battaglia - 561, Tierra Vista - 371**

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: October 9, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, establishing the County Road 33 Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; establishing the district; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the request by Whitemarsh, LLC, to create the Community Development District (CDD) known as County Road 33 CDD.

Analysis:

This is a request from Whitemarsh, LLC, to create a Community Development District known as County Road 33 CDD, to consist of 441 plus or minus acres, being generally located east and west of County Road 33, and south of the Florida Turnpike, as shown on the attached maps.

Community Development Districts are permitted under Chapter 190, Florida Statutes, and are a form of special purpose district which can be created to manage, finance and deliver basic community development services. These services can include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit shelters, environmental, conservation mitigation areas and parks, plus schools and security measures. These services may vary from district to district. Each CDD is specific to a described area, with no zoning, development permitting or police power, and has no authority to encumber debt to a local government. Each district must remain in compliance with the local governments' comprehensive plan.

Procurement Analysis:

N/A

Options:

1. Approve the request to establish the Community Development District CR 33; or
2. Other action as the Commission may choose.

Fiscal Impact:

Property owners within a Community Development District area are solely responsible for the funding, financing, performance and maintenance of the district; therefore no direct fiscal impact on the city is anticipated.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING
THE COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT
PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR
AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE
DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE
DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR
FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS
PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, TLC Whitmarsh, LLC, (“Petitioner”), having obtained written consent to the establishment of the District (hereinafter defined) by the owner of one hundred percent (100%) of the real property to be included in the District, has filed a Petition to Establish the County Road 33 Community Development District (“Petition”) with the City Commission of the City of Leesburg, Florida (“City Commission”) pursuant to Section 190.005(2)(e), Florida Statutes, as amended, to adopt an ordinance establishing the County Road 33 Community Development District (“District”) pursuant to Chapter 190, Florida Statutes, as amended; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City of Leesburg, Florida (“City”), pursuant to Section 190.005(2)(b) and 190.005(1)(d), Florida Statutes, as amended; and

WHEREAS, upon consideration of the record established at that hearing, the City Commission has considered the record of the public hearing and the statutory factors set forth in section 190.005(2)(c) and 190.005(1)(e), Florida Statutes, as amended, in making its determination to grant or deny the Petition; and

WHEREAS, the City, in determining whether to establish the District, has considered and finds that all statements contained in the Petition are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, pursuant to the information as stated above, the City Commission has decided to grant the District's Petition to establish the County Road 33 Community Development District.

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

SECTION 1. RECITALS. The above recitals are adopted as Findings of Fact in support of this Ordinance.

SECTION 2. AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, as amended.

SECTION 3. DISTRICT NAME. There is hereby established a Community Development District situated entirely within the incorporated limits of the City of Leesburg, Florida, which District shall be known as the "County Road 33 Community Development District."

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in the "Petition to Establish County Road 33 Community Development District," attached hereto and incorporated herein by reference, the overall boundaries encompassing 441 acres, more or less as described therein.

SECTION 5. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes, as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as amended, as created by general law. The City further consents to the District's exercise of special powers described in 190.012(2)(a) and 190.012(2)(d), Florida Statutes, as may be amended from time to time.

SECTION 6. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Anthony Iorio; Jason Lomas; Doug Beasley; Duane "Rocky" Owen; and Thomas Franklin, Sr. All of the persons in the preceding sentence are residents of the State of Florida and citizens of the United States of America.

SECTION 7. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 8. EFFECTIVE DATE. This ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 9th day of October 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

June 12, 2023

Via E-Mail

Dan Miller, Planning & Zoning Director
City of Leesburg
204 North Fifth Street
Leesburg, Florida 34748
Dan.Miller@leesburgflorida.gov

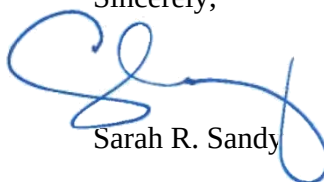
RE: *Petition to Establish the County Road 33 Community Development District*

Dear Mr. Miller:

Attached hereto, please find a petition to establish the County Road 33 Community Development District in the City of Leesburg, filed on behalf of TLC Whitmarsh, LLC ("Petitioner"). By separate correspondence, Petitioner will provide a check in the amount of \$8,000 to cover the filing and development review fees associated with the petition.

Should you have any questions or require any additional information, please do not hesitate to contact me at (850) 692-7307 or Sarah.Sandy@kutakrock.com.

Sincerely,



Sarah R. Sandy

Attachments

cc: Tony Iorio
 Douglas Beasley

PETITION TO ESTABLISH COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Sarah R. Sandy

Florida Bar No. 107064

Sarah.Sandy@kutakrock.com

Michelle K. Rigoni

Florida Bar No. 124758

Michelle.Rigoni@kutakrock.com

KUTAK ROCK, LLP

107 West College Avenue

Tallahassee, Florida 32301

(850) 692-7300 (telephone)

(850) 692-7319 (facsimile)

Attorneys for Petitioner

**BEFORE THE CITY COMMISSION OF
THE CITY OF LEESBURG, FLORIDA**

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, TLC Whitemarsh, LLC (hereafter “**Petitioner**”), hereby petitions the City Commission of the City of Leesburg pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, *Florida Statutes*, to establish a Community Development District (hereafter “**District**”) with respect to the land described herein. In support of this petition (“**Petition**”), Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Leesburg, Florida (“**City**”). **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately 441.153 acres of land, generally located north of Thomas Cove Drive and Bridges Road, south and west of the Florida Turnpike, east of County Road 48, and bisected by County Road 33. The metes and bounds description of the external boundaries of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundary of the proposed District that are to be excluded from the proposed District.

3. Landowner Consent. Petitioner has obtained written consent to establish the proposed District from the owner(s) of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, *Florida Statutes*. Documentation of ownership and consent to the establishment of a community development district is contained in **Composite Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Anthony Iorio
Address: 605 Commonwealth Avenue
Orlando, Florida 32803

Name: Jason Lonas
Address: 605 Commonwealth Avenue
Orlando, Florida 32803

Name: Doug Beasley
Address: 605 Commonwealth Avenue
Orlando, Florida 32803

Name: Duane "Rocky" Owen
Address: 5585 Alligator Lake Road
St. Cloud, Florida 34772

Name: Thomas Franklin, Sr.
Address: 1818 Admiral Court
Kissimmee, Florida 34744

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is County Road 33 Community Development District.

6. Future Land Uses. The existing and future general distribution, location, and extent of the public and private land uses proposed within the District are generally depicted on **Composite Exhibit 4.**

7. Major Water and Wastewater Facilities and Outfalls. There are no existing major trunk water mains and wastewater interceptors within the currently undeveloped lands to be included within the proposed District. **Exhibit 5A** demonstrates the pre-development drainage

patterns and basins for the lands within the proposed District. A map illustrating the post-development drainage conditions for the lands to be included within the proposed District is provided in **Exhibit 5B**. **Exhibit 5C** demonstrates the existing and proposed major trunk water mains and wastewater interceptors within the currently undeveloped lands located within and near the proposed District.

8. District Facilities. **Exhibit 6** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and/or install, as well as the anticipated entities responsible for ownership and maintenance. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 7**. At present, these improvements are estimated to be made, constructed, and installed in three (3) phases for development portion known as Preservation Place¹ over the time period from 2024 through 2027 and two (2) phases for development portion known as Banning Ranch over the time period from 2024 through 2027. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs (“**SERC**”) prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

¹ Preservation Place was formerly known as “Battaglia.” For purposes of this Petition of its exhibits, Battaglia and Preservation Place will be used interchangeably.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The authorized agents for the Petitioner are Sarah R. Sandy and Michelle K. Rigoni. **See Exhibit 9.** Copies of all correspondence and official notices should also be sent to:

Sarah R. Sandy, Esq. (sarah.sandy@kutakrock.com)
Michelle K. Rigoni, Esq. (michelle.rigoni@kutakrock.com)
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301

11. Landowner Deed. A copy of the warranty deeds, pursuant to which the consenting landowner took title to the lands to be included within the District, is included as **Exhibit 10.**

12. Filing Fee. The Petitioner submitted a copy of this Petition, including Exhibits 1 through 10, and paid the filing fee of \$8,000 to the City, as required.

13. This petition to establish County Road 33 Community Development District should be granted because it meets the six (6) factors set forth in Section 190.005(1)(e), *Florida Statutes*, as follows:

a. The statements contained within this Petition have been found to be true and correct.

b. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

c. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

d. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

e. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

f. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Leesburg to:

- a. hold a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*;
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;
- c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate,

and maintain systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and for security, all as authorized and described by Sections 190.012(2)(a) and 190.012(2)(d), *Florida Statutes*; and

- d. grant such other relief as appropriate.

[Remainder of this page intentionally left blank]

RESPECTFULLY SUBMITTED, this 12th day of June 2023.

KUTAK ROCK, LLP

A handwritten signature in blue ink, appearing to be 'Sandy', written over a horizontal line.

By:

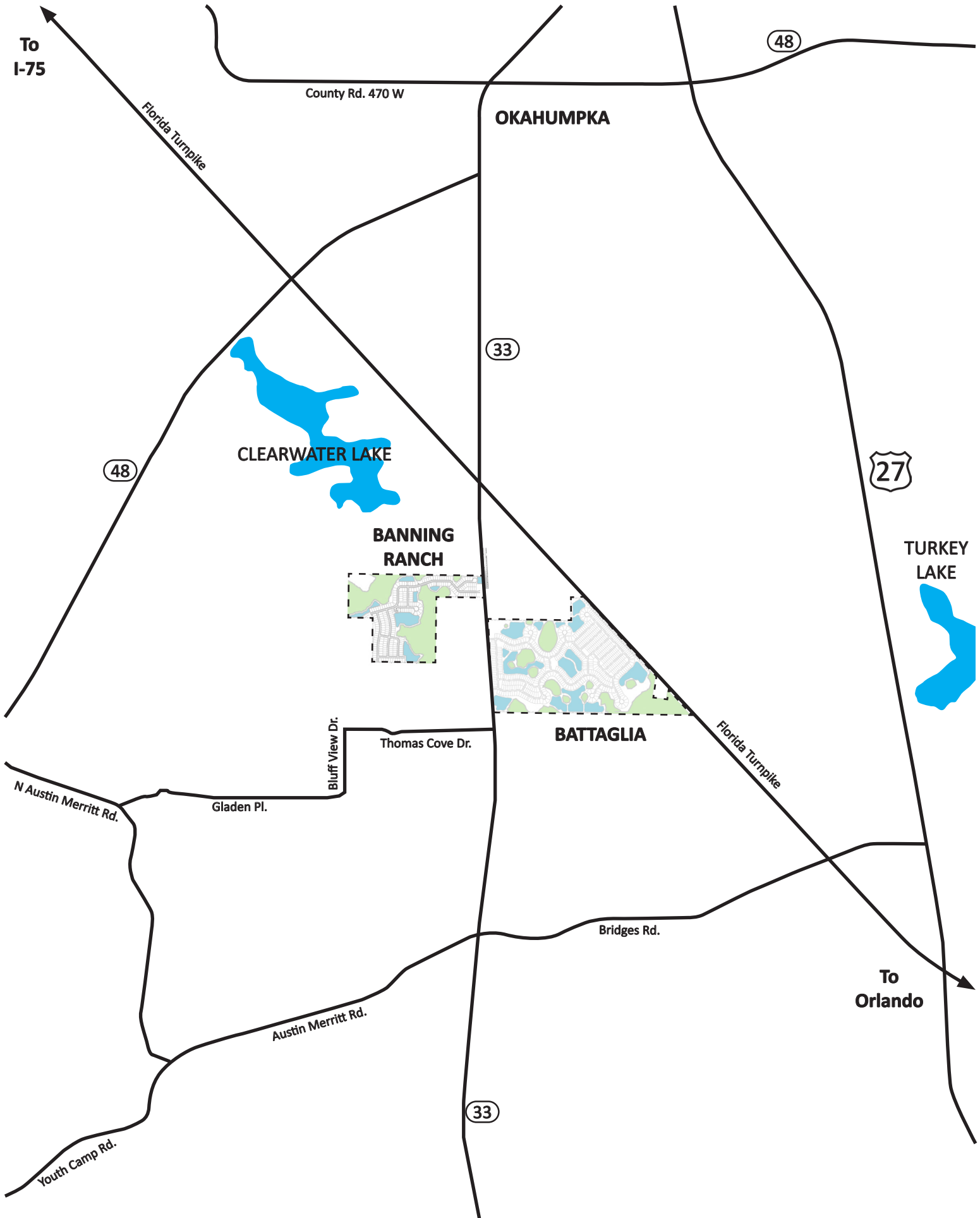
Sarah R. Sandy
Florida Bar No. 107064
sarah.sandy@kutakrock.com
Michelle K. Rigoni
Florida Bar No. 124758
michelle.rigoni@kutakrock.com
KUTAK ROCK, LLP
107 West College Avenue
Tallahassee, Florida 32301
(850) 692-7300 (telephone)
(850) 692-7319 (facsimile)

Attorneys for Petitioner

EXHIBIT LIST

EXHIBIT 1	GENERAL LOCATION MAP
EXHIBIT 2	METES AND BOUNDS LEGAL DESCRIPTION
COMPOSITE EXHIBIT 3	CONSENTS AND JOINDERS OF LANDOWNERS
COMPOSITE EXHIBIT 4	EXISTING AND FUTURE LAND USE MAPS
EXHIBIT 5A	PRE-DEVELOPMENT DRAINAGE PATTERNS AND BASINS
EXHIBIT 5B	POST-DEVELOPMENT DRAINAGE PATTERNS AND BASINS
EXHIBIT 5C	WATER AND WASTEWATER MAPS
EXHIBIT 6	LIST OF PROPOSED FACILITIES AND OWNERSHIP & MAINTENANCE RESPONSIBILITIES
EXHIBIT 7	ESTIMATED COSTS AND CONSTRUCTION TIMETABLE FOR PROPOSED IMPROVEMENTS
EXHIBIT 8	STATEMENT OF ESTIMATED REGULATORY COSTS (SERC)
EXHIBIT 9	AUTHORIZATION OF AGENT
EXHIBIT 10	LANDOWNERS WARRANTY DEEDS

1



2

**BANNON RANCH
LEGAL DESCRIPTION**

A TRACT OF LAND, BEING ALL THE LAND, DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5771, PAGE 619 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SECTIONS 33 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33, FOR A POINT OF REFERENCED; THENCE RUN NORTH 00°44'31" EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.63 FEET TO THE POINT OF BEGINNING; SAID POINT LIES ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, SAID POINT ALSO LIES ON THE NORTH LINE OF THE PLAT OF HAMMOCK GROVE ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 30 THROUGH 33 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'25" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 585.00 FEET TO A POINT LYING ON THE WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°44'31" EAST, ALONG SAID WEST LINE OF THE EAST 585.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1324.55 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°14'54" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 736.10 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°43'40" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1318.51 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 SAID POINT ALSO LIES ON THE SOUTH LINE OF THE PLAT OF CLEARWATER RESERVE PHASE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 89 THROUGH 94 OF SAID PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°18'37" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 AND ALONG THE SOUTH LINE OF SAID PLAT OF CLEARWATER RESERVE PHASE I, A DISTANCE OF 1322.17 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF AFORESAID SECTION 34; THENCE RUN SOUTH 89°12'27" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 2651.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 89°14'54" EAST, 105.76 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33 (66' WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 03°00'00"

EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 662.02 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°12'55" WEST, 149.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.84 FEET TO THE NORTH WEST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 00°46'39" WEST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 659.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°45'19" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1324.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°12'03" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 160.358 ACRES MORE OR LESS.

AND

**BATTAGLIA
LEGAL DESCRIPTION**

A TRACT OF LAND, BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°06'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2217.33 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33; THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2654.12 FEET TO A POINT LYING ON THE ORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°11'01" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2381.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35; THENCE RUN NORTH 00°32'58" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89°09'01" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.31 FEET TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF

SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 3065.67 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE LESS OUT PARCEL OF THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3608, PAGE 2310 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LESS OUT PARCEL, THE FOLLOWING THREE (3) COURSES; SOUTH 08°04'44" WEST, 600.52 FEET; THENCE RUN SOUTH 81°55'16" EAST, 399.97 FEET; THENCE RUN NORTH 08°04'44" EAST, 271.15 FEET; TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 968.19 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°09'16" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 805.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°09'16" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2652.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 280.795 ACRES MORE OR LESS.

FOR A TOTAL OF 441.153 ACRES, MORE OR LESS.

3

Consent and Joinder of Landowner
to the Establishment of a Community Development District

The undersigned is the owner of certain lands more fully described in Exhibit A attached hereto and made a part hereof ("**Property**").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to the establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

KUTAKROCK

Executed this 3 day of April, 2023.

Witnessed:

Print Name:

Jason Lank

Print Name:

TAN TRAN

TLC BANNING RANCH, LLC,
a Florida limited liability company

By:

Name:

Title:

Andrew Prose
VP

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of April, 2023, by Andrew Prose, as _____, of TLC Banning Ranch, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026

Paul Daniel
NOTARY PUBLIC, STATE OF FLORIDA

Name:

Paul Daniel
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Property

**BANNON RANCH
LEGAL DESCRIPTION**

A TRACT OF LAND, BEING ALL THE LAND, DESCRIBED IN THAT CERTAIN WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 5771, PAGE 619 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING SECTIONS 33 AND 34, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

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149.28 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°13'54" WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.84 FEET TO THE NORTH WEST CORNER OF SAID SOUTH HALF; THENCE RUN SOUTH 00°46'39" WEST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 659.41 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 00°45'19" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1324.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°12'03" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1325.63 FEET TO THE POINT OF BEGINNING.

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Consent and Joinder of Landowner
to the Establishment of a Community Development District

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As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to the establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

KUTAKROCK

Executed this 3 day of April, 2023.

Witnessed:

Print Name:

J. Jason Leans

Print Name:

TAN TRAN

TLC WHITEMARSH, LLC,

a Florida limited liability company

By:

Name:

Title:

Andrew Oross
VP

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of April, 2023, by Andrew Oross, as _____, of TLC Whitemarsh, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026

Paul Daniel

NOTARY PUBLIC, STATE OF FLORIDA

Name:

Paul Daniel
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Property

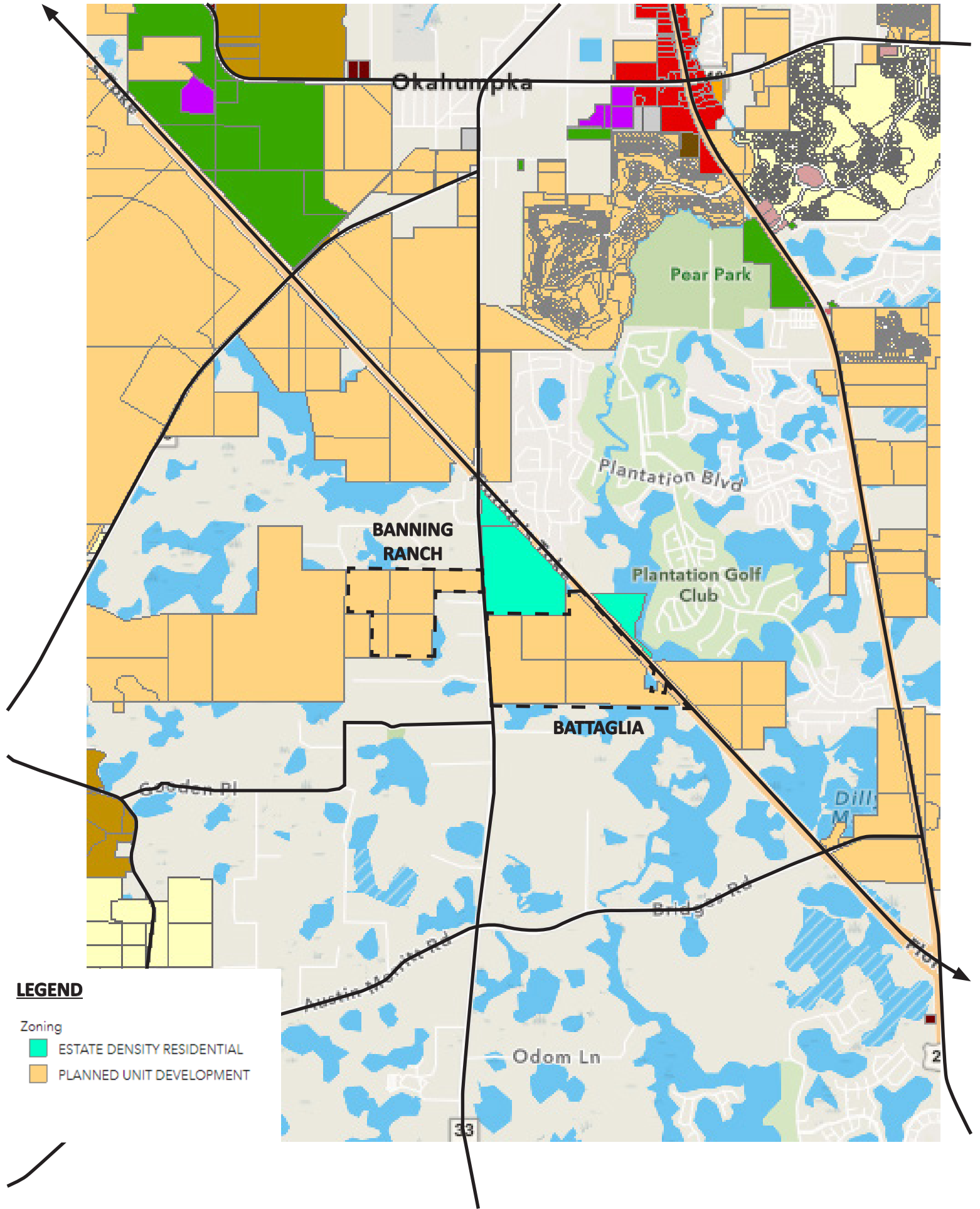
**BATTAGLIA
LEGAL DESCRIPTION**

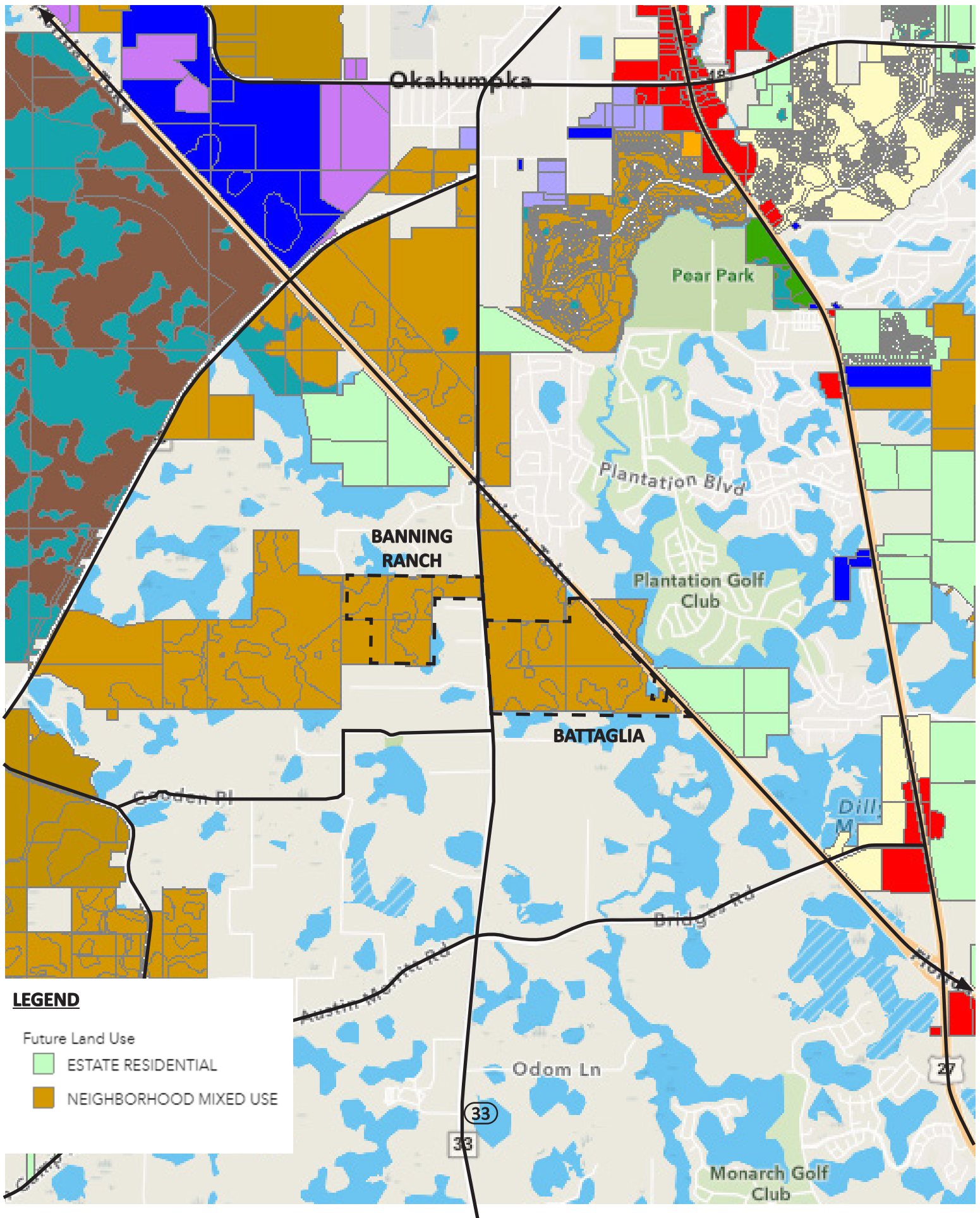
A TRACT OF LAND, BEING A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 20 SOUTH, RANGE 24 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 34, FOR A POINT OF BEGINNING; THENCE RUN NORTH 89°06'19" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2217.33 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 33; THENCE RUN NORTH 03°00'00" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2654.12 FEET TO A POINT LYING ON THE ORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°11'01" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2381.52 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35; THENCE RUN NORTH 00°32'58" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89°09'01" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.31 FEET TO A POINT LYING ON THE WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 3065.67 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE LESS OUT PARCEL OF THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 3608, PAGE 2310 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LESS OUT PARCEL, THE FOLLOWING THREE (3) COURSES; SOUTH 08°04'44" WEST, 600.52 FEET; THENCE RUN SOUTH 81°55'16" EAST, 399.97 FEET; THENCE RUN NORTH 08°04'44" EAST, 271.15 FEET; TO A POINT LYING ON AFORESAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE); THENCE RUN SOUTH 42°27'02" EAST, ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, 968.19 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE DEPARTING SAIS WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN NORTH 89°09'16" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, A DISTANCE OF 805.52 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE RUN NORTH 89°09'16" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2652.27 FEET TO THE POINT OF BEGINNING.

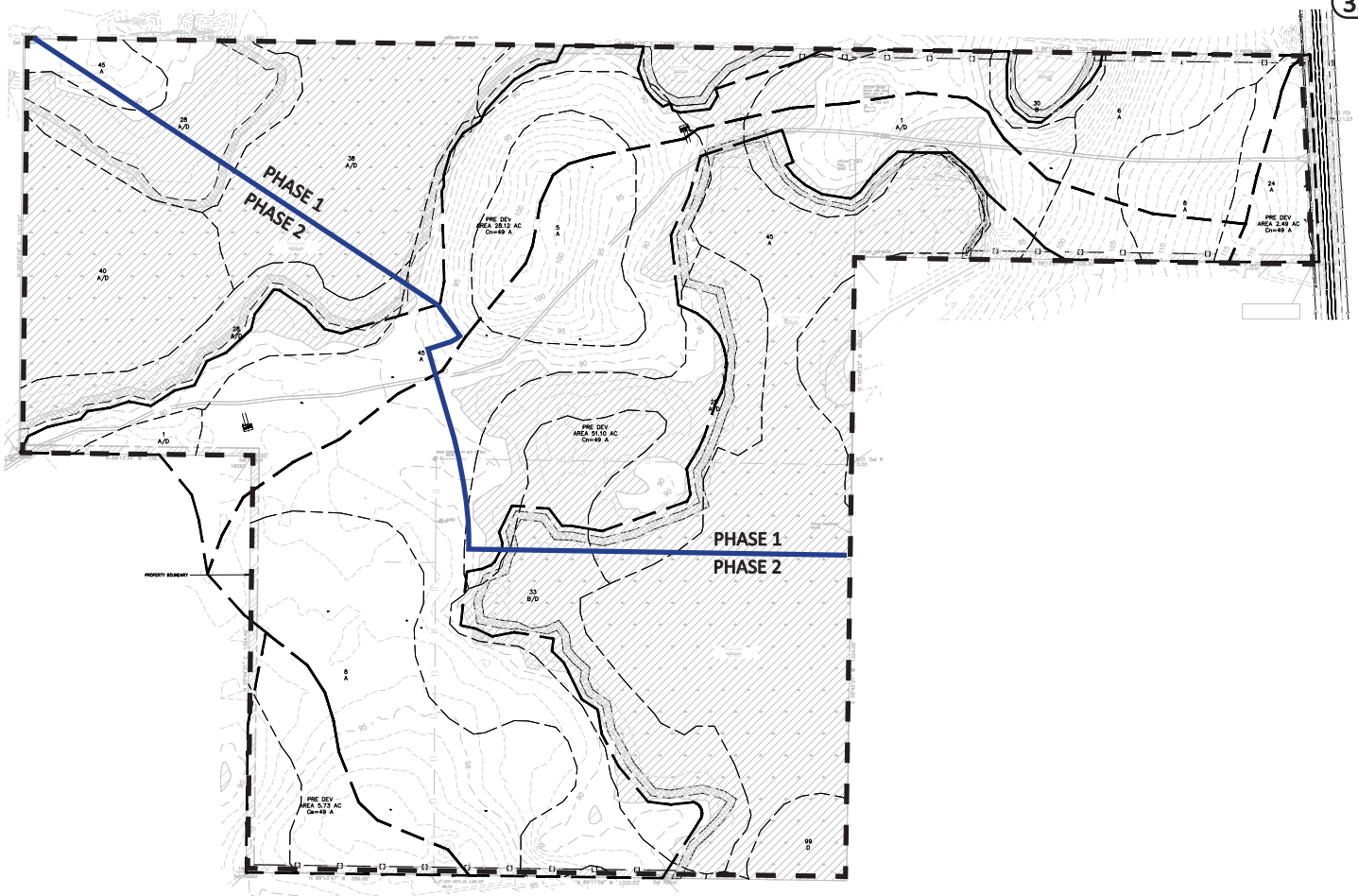
THE ABOVE DESCRIBED TRACT OF LAND LIES IN **THE CITY OF LEESBURG**, LAKE COUNTY, FLORIDA, AND CONTAINS 280.795 ACRES MORE OR LESS.

4





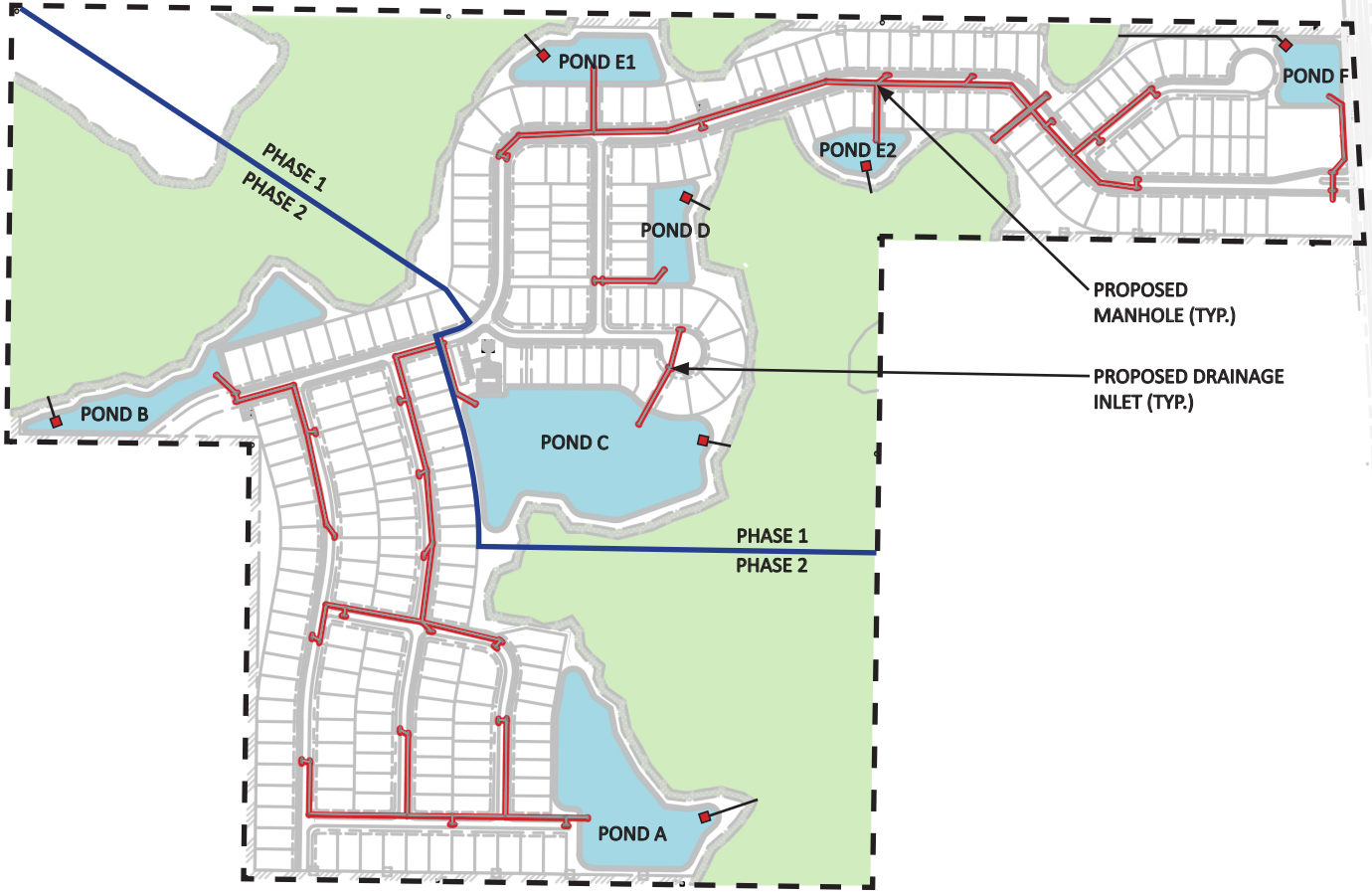
5A



LEGEND

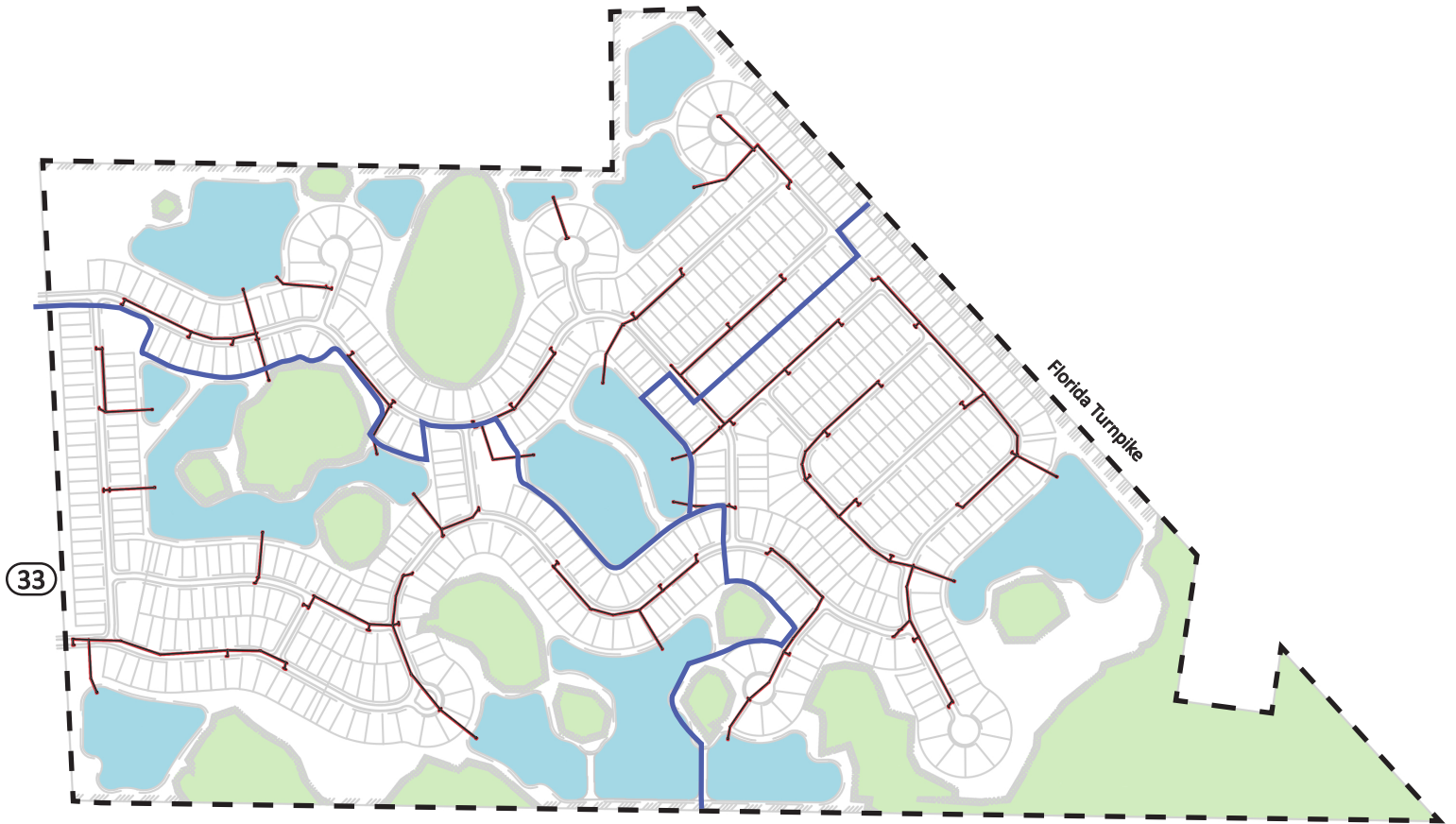
- CDD BOUNDARY
- PHASE LINE

5B



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED OUTFALL STRUCTURE (TYP.)
- CDD BOUNDARY
- PHASE LINE



LEGEND

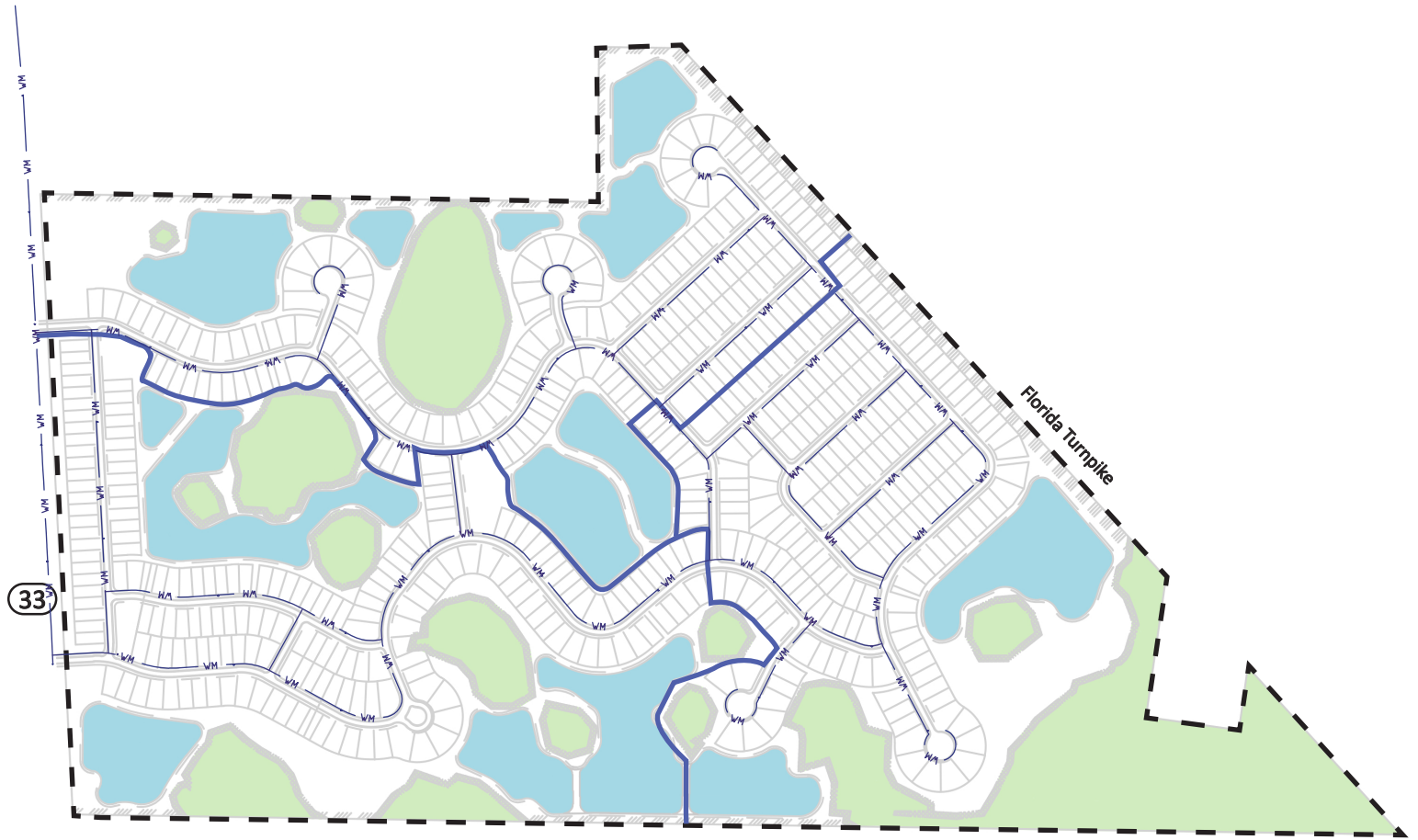
-  WETLAND
-  PROPOSED STORMWATER POND
-  PROPOSED OUTFALL STRUCTURE (TYP.)
-  CDD BOUNDARY
-  PHASE LINE

5C



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



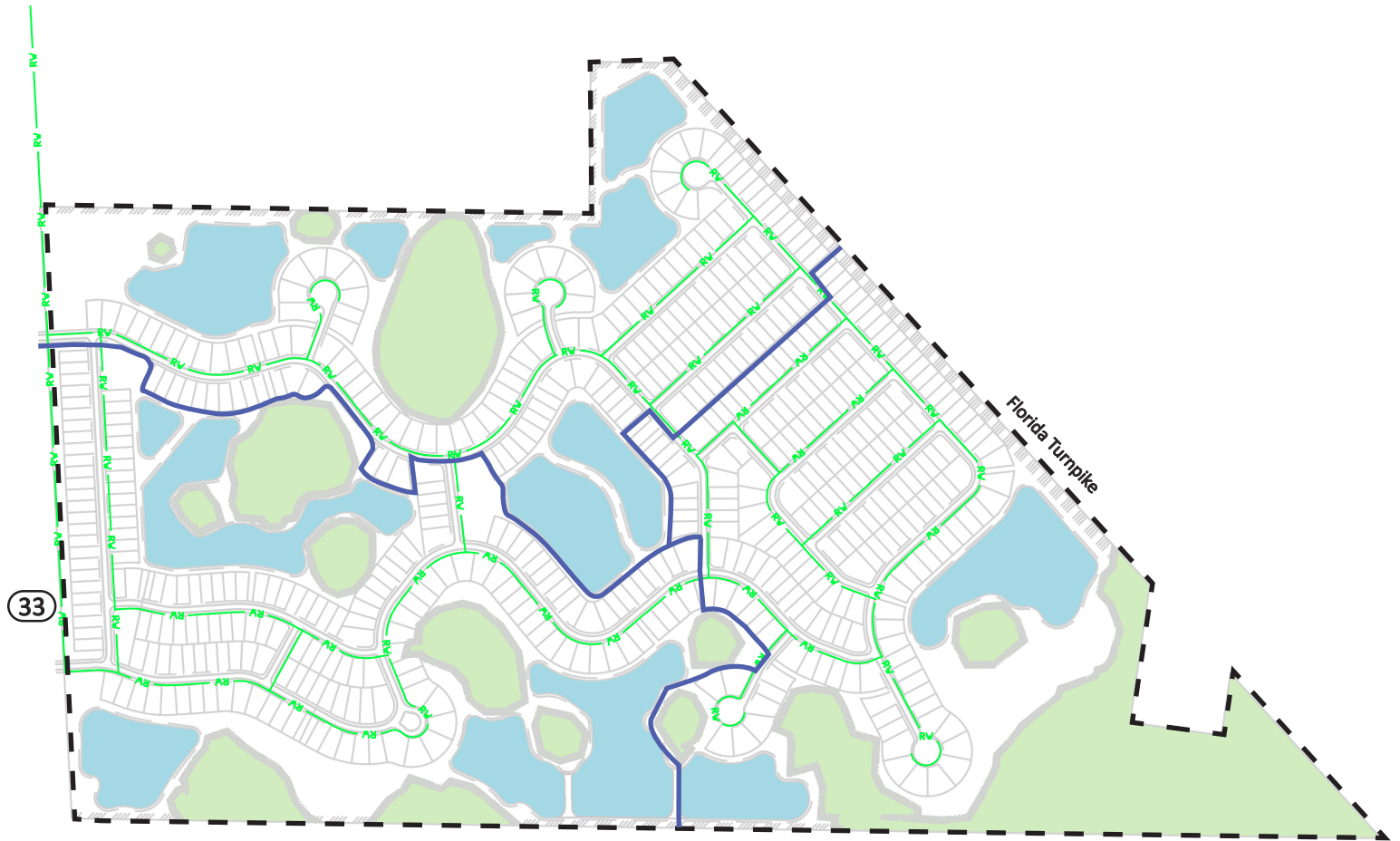
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- WM PROPOSED POTABLE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



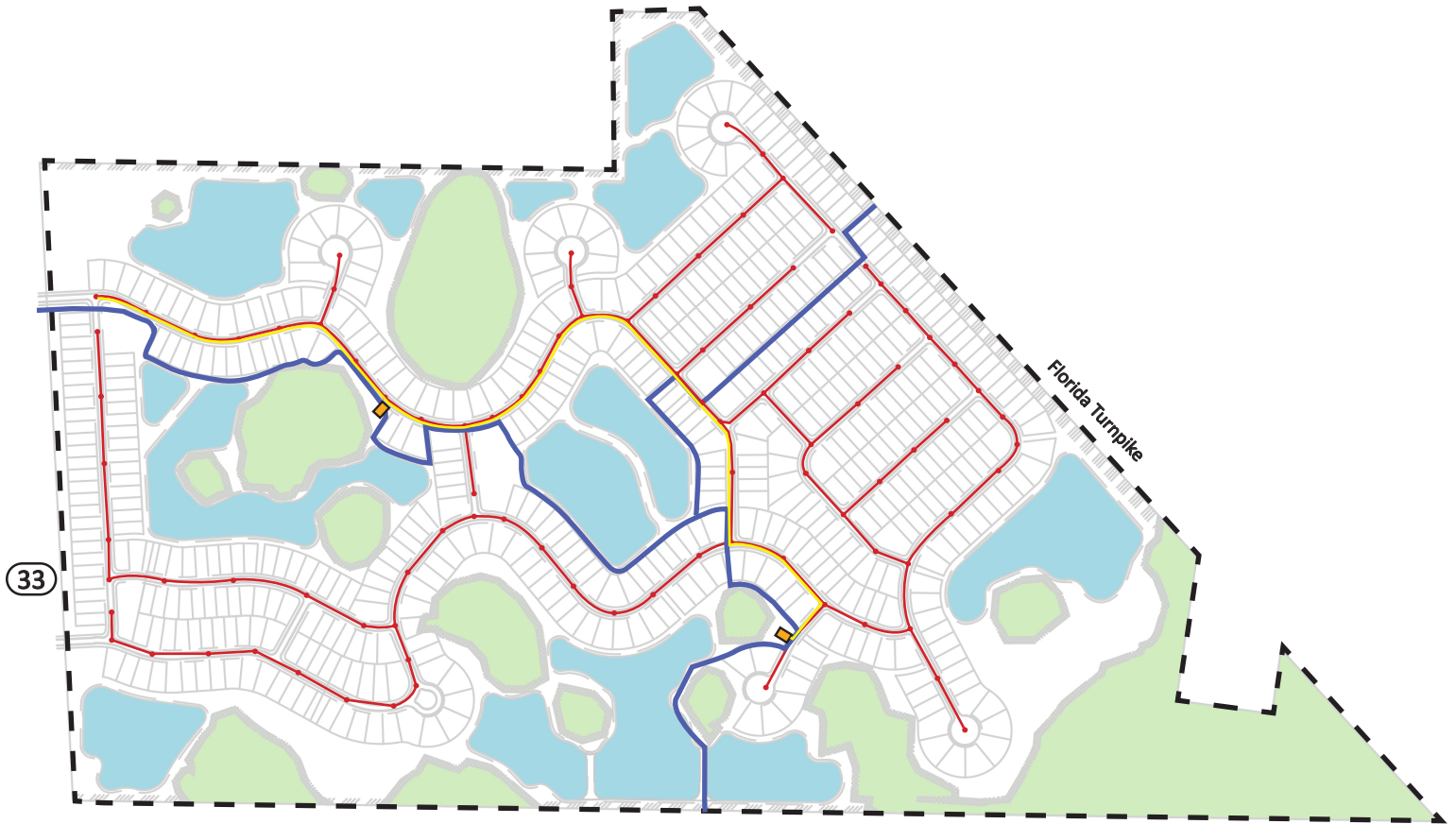
LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED REUSE WATER MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE



LEGEND

- WETLAND
- PROPOSED STORMWATER POND
- PROPOSED WASTEWATER LIFT STATION
- PROPOSED GRAVITY SEWER
- FORCE MAIN
- CDD BOUNDARY
- PHASE LINE



6

Exhibit 6
Proposed Facilities and Ownership & Maintenance Responsibility

Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection (On & Off-Site)	City of Leesburg
Water Distribution (On & Off-Site)	City of Leesburg
Reuse Water (On & Off-Site)	City of Leesburg
Master Stormwater Management System	CDD
Electrical Service System	Duke Energy
Gas Service System	City of Leesburg
On-Site Master Public Roadway Improvements	City of Leesburg
Off-Site Master Public Roadway Improvements	Lake County
Landscaping/Irrigation/Hardscape within Master Public Roads	CDD

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County Road 33 CDD - TOTAL
Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 7,486,487	\$ 3,455,034	\$ 3,056,366	\$ 975,087
b. Water Distribution System	\$ 4,599,296	\$ 2,035,995	\$ 1,645,646	\$ 917,654
c. Reuse Water System	\$ 3,526,295	\$ 1,432,932	\$ 1,343,945	\$ 749,418
2. Master Stormwater Management System				
a. Pond and Roadway Earthwork	\$ 12,722,898	\$ 5,150,945	\$ 5,192,330	\$ 2,379,623
b. On and Offsite Storm Conveyance System	\$ 5,152,140	\$ 1,948,014	\$ 2,057,058	\$ 1,147,068
3. Electrical Service Systems (Underground)	\$ 1,762,200	\$ 638,000	\$ 701,800	\$ 422,400
4. Gas	\$ 1,601,400	\$ 676,860	\$ 732,540	\$ 192,000
5. On-Site Roadway Improvements	\$ 6,228,694	\$ 2,410,022	\$ 2,479,264	\$ 1,339,409
6. Off-Site Roadway Improvements	\$ 234,750	\$ 156,750	\$ 78,000	
7. Landscaping, Hardscaping & Irrigation	\$ 1,580,105	\$ 846,800	\$ 394,945	\$ 338,360
8. Professional Consulting Fees	\$ 2,837,974	\$ 2,039,587	\$ 596,467	\$ 201,920
9. Contingency (15%)	\$ 7,159,835	\$ 3,118,640	\$ 2,741,754	\$ 1,299,441
Total	\$ 54,892,074	\$ 23,909,579	\$ 21,020,114	\$ 9,962,380
Construction Start		9/6/2024	5/26/2026	11/10/2027
Construction Completion		2/11/2026	7/28/2027	11/12/2028
Proposed # of Lots	801	290	319	192

County Road 33 CDD - Banning Ranch

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 1	Phase 2
1. Master Utilities System (Onsite & Offsite)			
a. Sanitary Sewer System	\$ 3,051,728	\$ 1,662,116	\$ 1,389,612
b. Water Distribution System	\$ 1,633,632	\$ 935,592	\$ 698,040
c. Reuse Water System	\$ 1,300,362	\$ 730,296	\$ 570,066
2. Master Stormwater Management System	\$ -		
a. Pond and Roadway Earthwork	\$ 3,648,236	\$ 1,947,911	\$ 1,700,325
b. On and Offsite Storm Conveyance System	\$ 1,745,100	\$ 872,550	\$ 872,550
3. Electrical Service Systems (Underground)	\$ 528,000	\$ 255,200	\$ 272,800
4. Gas	\$ 1,040,400	\$ 502,860	\$ 537,540
5. On-Site Roadway Improvements	\$ 2,151,100	\$ 1,097,186	\$ 1,053,914
6. Off-Site Roadway Improvements	\$ 78,750	\$ 78,750	
7. Landscaping, Hardscaping & Irrigation	\$ 377,945	\$ 327,000	\$ 50,945
8. Professional Consulting Fees	\$ 1,063,182	\$ 710,515	\$ 352,667
9. Contingency (15%)	\$ 2,492,765	\$ 1,367,996	\$ 1,124,769
Total	\$ 19,111,201	\$ 10,487,972	\$ 8,623,228
Construction Start		11/6/2024	7/26/2026
Construction Completion		2/11/2026	7/28/2027
Proposed # of Lots	240	116	124

County Road 33 CDD - Battaglia*

Opinion of Probable Construction Costs

Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 4,434,759	\$ 1,792,917	\$ 1,666,754	\$ 975,087
b. Water Distribution System	\$ 2,965,664	\$ 1,100,403	\$ 947,606	\$ 917,654
c. Reuse Water System	\$ 2,225,933	\$ 702,636	\$ 773,879	\$ 749,418
2. Master Stormwater Management System	\$ -			
a. Pond and Roadway Earthwork	\$ 9,074,662	\$ 3,203,035	\$ 3,492,005	\$ 2,379,623
b. On and Offsite Storm Conveyance System	\$ 3,407,040	\$ 1,075,464	\$ 1,184,508	\$ 1,147,068
3. Electrical Service Systems (Underground)	\$ 1,234,200	\$ 382,800	\$ 429,000	\$ 422,400
4. Gas	\$ 561,000	\$ 174,000	\$ 195,000	\$ 192,000
5. On-Site Roadway Improvements	\$ 4,077,594	\$ 1,312,836	\$ 1,425,349	\$ 1,339,409
6. Off-Site Roadway Improvements	\$ 156,000	\$ 78,000	\$ 78,000	
7. Landscaping, Hardscaping & Irrigation	\$ 1,202,160	\$ 519,800	\$ 344,000	\$ 338,360
8. Professional Consulting Fees	\$ 1,774,792	\$ 1,329,072	\$ 243,800	\$ 201,920
9. Contingency (15%)	\$ 4,667,070	\$ 1,750,644	\$ 1,616,985	\$ 1,299,441
Total	\$ 35,780,873	\$ 13,421,607	\$ 12,396,886	\$ 9,962,380
Construction Start		9/6/2024	5/26/2026	11/10/2027
Construction Completion		12/11/2025	5/28/2027	11/12/2028
Proposed # of Lots	561	174	195	192

* also referred to as Preservation Place

8

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form the **County Road 33 Community Development District** (the “District”). The proposed District comprises approximately 441.153 acres of land located within the City of Leesburg, Florida (hereafter “City”). The project is planned for approximately 801 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the County Road 33 Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 441.153 acres.

The Development plan for the proposed lands within the District includes approximately 801 residential units to be constructed in total of five phases (three phases in development portion known as Battaglia/Preservation Place and two phases in development portion known as Banning Ranch). Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as County Road 33. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity,

or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the County Road 33 Community Development District is a community designed for approximately 801 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the owners of land within the proposed

¹ For the purposes of this SERC, the term “agency” means City of Leesburg, the term “state” or “State” means State of Florida and the term “rule” means the ordinance(s) which the City of Leesburg would enact in connection with the creation of the District.

boundaries will also be under the jurisdiction of the District. Initially, TLC Whitemarsh, LLC and TLC Banning Ranch, LLC (together, “Developer”) will be the primary developers and landowners of property within the proposed District boundaries.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District’s reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida’s Department of Economic Opportunity, which offsets such costs.

City of Leesburg

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of special-purpose local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District

is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the sanitary sewer collection, water distribution, reuse water, master stormwater system, undergrounding of electrical system, gas service system, conservation mitigation, on-site & off-site master public roadway improvements, and landscaping/irrigation/hardscape within master public roads will be financed by the District.

**Table 1.
County Road 33 CDD Proposed Facilities and Services**

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Sanitary Sewer Collection (on & off site)	District	City of Leesburg	District Bonds	City Of Leesburg
Water Distribution	District	City of Leesburg	District Bonds	City of Leesburg
Reuse Water	District	City of Leesburg	District Bonds	City of Leesburg
Master Stormwater Management System	District	District	District Bonds	District
Undergrounding of Electrical Service	District	Duke Energy	District Bonds	Duke Energy
Gas Service System	District	City of Leesburg	District Bonds	City of Leesburg
On-site Master Public Roadway Improvements	District	City of Leesburg	District Bonds	City of Leesburg
Off-Site Master Public Roadway Improvements	District	Lake County	District Bonds	Lake County
Landscaping/Irrigation/Hardscape within Master Public Roads	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$54,892,074. The District may issue special assessment bonds or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Table 2. Cost Estimates for District Facilities

CR 33 CDD - Banning Ranch Opinion of Probable Construction Costs			
Proposed District Facilities and Services	Total	Phase 1	Phase 2
1. Master Utilities System (Onsite & Offsite)			
a. Sanitary Sewer System	\$ 3,051,728	\$ 1,662,116	\$ 1,389,612
b. Water Distribution System	\$ 1,633,632	\$ 935,592	\$ 698,040
c. Reuse Water System	\$ 1,300,362	\$ 730,296	\$ 570,066
2. Master Stormwater Management System	\$ -		
a. Pond and Roadway Earthwork	\$ 3,648,236	\$ 1,947,911	\$ 1,700,325
b. On and Offsite Storm Conveyance System	\$ 1,745,100	\$ 872,550	\$ 872,550
3. Electrical Service Systems (Underground)	\$ 528,000	\$ 255,200	\$ 272,800
4. Gas	\$ 1,040,400	\$ 502,860	\$ 537,540
5. On-Site Roadway Improvements	\$ 2,151,100	\$ 1,097,186	\$ 1,053,914
6. Off-Site Roadway Improvements	\$ 78,750	\$ 78,750	
7. Landscaping, Hardscaping & Irrigation	\$ 377,945	\$ 327,000	\$ 50,945
8. Professional Consulting Fees	\$ 1,063,182	\$ 710,515	\$ 352,667
9. Contingency (15%)	\$ 2,492,765	\$ 1,367,996	\$ 1,124,769
Total	\$ 19,111,201	\$ 10,487,972	\$ 8,623,228
Construction Start		11/6/2024	7/26/2026
Construction Completion		2/11/2026	7/28/2027
Proposed # of Lots	240	116	124

CR 33 CDD - Battaglia* Opinion of Probable Construction Costs				
Proposed District Facilities and Services	Total	Phase 1	Phase 2	Phase 3
1. Master Utilities System (Onsite & Offsite)				
a. Sanitary Sewer System	\$ 4,434,759	\$ 1,792,917	\$ 1,666,754	\$ 975,087
b. Water Distribution System	\$ 2,965,664	\$ 1,100,403	\$ 947,606	\$ 917,654
c. Reuse Water System	\$ 2,225,933	\$ 702,636	\$ 773,879	\$ 749,418
2. Master Stormwater Management System	\$ -			
a. Pond and Roadway Earthwork	\$ 9,074,662	\$ 3,203,035	\$ 3,492,005	\$ 2,379,623
b. On and Offsite Storm Conveyance System	\$ 3,407,040	\$ 1,075,464	\$ 1,184,508	\$ 1,147,068
3. Electrical Service Systems (Underground)	\$ 1,234,200	\$ 382,800	\$ 429,000	\$ 422,400
4. Gas	\$ 561,000	\$ 174,000	\$ 195,000	\$ 192,000
5. On-Site Roadway Improvements	\$ 4,077,594	\$ 1,312,836	\$ 1,425,349	\$ 1,339,409
6. Off-Site Roadway Improvements	\$ 156,000	\$ 78,000	\$ 78,000	
7. Landscaping, Hardscaping & Irrigation	\$ 1,202,160	\$ 519,800	\$ 344,000	\$ 338,360
8. Professional Consulting Fees	\$ 1,774,792	\$ 1,329,072	\$ 243,800	\$ 201,920
9. Contingency (15%)	\$ 4,667,070	\$ 1,750,644	\$ 1,616,985	\$ 1,299,441
Total	\$ 35,780,873	\$ 13,421,607	\$ 12,396,886	\$ 9,962,380
Construction Start		9/6/2024	5/26/2026	11/10/2027
Construction Completion		12/11/2025	5/28/2027	11/12/2028
Proposed # of Lots	561	174	195	192
* also referred to as Preservation Place				

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a district is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a district is the sole form of governance which allows district landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, a district has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a

need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a “small city” according to section 120.52(18), Florida Statutes. Lake County (“County”) has an estimated un-incarcerated population that is greater than 75,000 according to the 2020 U.S. Census. Therefore, the County is not defined as a “small county” according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer’s Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - Central Florida, LLC
Updated June 2, 2023*

9

KUTAKROCK

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Sarah R. Sandy and Michelle K. Rigoni of Kutak Rock LLP, whose address is 107 West College Avenue, Tallahassee, Florida 32301, to act as agents for TLC Whitemarsh, LLC, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Leesburg, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

Witnessed:



Print Name: Isaac Lomas



Print Name: TAN TRAN

TLC WHITEMARSH, LLC,
a Florida limited liability company


By: Andrew Orosz
Its: VP

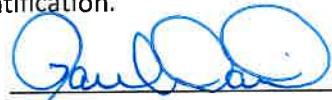
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of April, 2023, by Andrew Orosz, as _____, of TLC Whitemarsh, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



PAUL DANIEL
Notary Public
State of Florida
Comm# HH243140
Expires 4/4/2026



NOTARY PUBLIC, STATE OF FLORIDA

Name: Paul Daniel
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

10

Prepared by and return to:
Ashley S. Hunt, Esq.
Hunt Law Firm P.A.
601 S 9th Street
Leesburg, FL 34748
352-365-2262
File Number: 21310 - Cardiac

_____[Space Above This Line For Recording Data]_____

Warranty Deed

This Warranty Deed made this 16 day of December, 2022 between Cardiac Dragon 160 AC, LLC, a Florida limited liability company whose post office address is 8210 Cherry Lake Road, Groveland, FL 34736, grantor, and TLC Banning Ranch, LLC., a Florida limited liability company, whose post office address is 605 Commonwealth Avenue, Orlando, FL 32803, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

Parcel 1:
The East 585 feet of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 2:
The Southeast 1/4 of the Northeast 1/4 of Section 33, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 3:
The North 1/2 of the Southeast 1/4 of the Northwest 1/4 and that part of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 lying West of the Westerly Right-of-Way of State Road No. 33, of Section 34, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 4:
The Southwest 1/4 of the Northwest 1/4 of Section 34, Township 20 South, Range 24 East, Lake County, Florida.

Parcel 5:
The Northwest 1/4 of the Southwest 1/4 of Section 34, Township 20 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: Multiple Parcels

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to easements, restrictions and reservations of record, if any, but not to reimpose any void or lapsed restrictions or easements.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

THIS SPACE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE TO FOLLOW

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

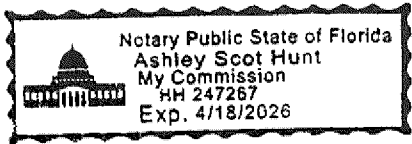
Witness Name: Ashley S. Hunt
Witness Name: in Town

Cardiac Dragon 160 AC, LLC
By: David C. Lew
David C. Lew, Manager

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of December, 2022 by David C. Lew, Manager of Cardiac Dragon 160 AC, LLC, on behalf of the company, who is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: _____
My Commission Expires: _____

**This instrument was prepared
by and upon recording should
be returned to:**

Troy Finnegan, Esq.
Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

Parcel Identification Number(s):
34-20-24-0004-000-00800
34-20-24-0004-000-00902
35-20-24-0002-000-01500

[Space above this line for Recorder's use.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 10 day of March, 2023, by **BFC SR 33, LLC**, a Florida limited liability company (the "Grantor"), whose mailing address is P.O. Box 3010, Winter Park, Florida 32790, to and in favor of **TLC WHITEMARSH, LLC**, a Florida limited liability company (the "Grantee"), whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, all that certain real property lying and being in the County of Lake, State of Florida, as more particularly described on Exhibit "A" hereto and made a part hereof (the "Property");

SUBJECT TO all covenants, conditions, restrictions, reservations, limitations, easements, matters of record and rights-of-way, if any, but this provision shall not operate to re-impose the same; and taxes and assessments for the current year and subsequent years.

TOGETHER WITH all of the tenements, hereditaments, improvements, appurtenances, rights, easements and rights-of-way belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Property; and (3) that Grantor does hereby agree to warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

SIGNATURE WITNESSED BY:

GRANTOR:

BFC SR 33, LLC,
a Florida limited liability company


Name: Kara Newcomb

By: W.P. Battaglia
W.P. Battaglia, President

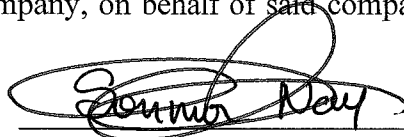

Name: Sonnua Nay

STATE OF FLORIDA

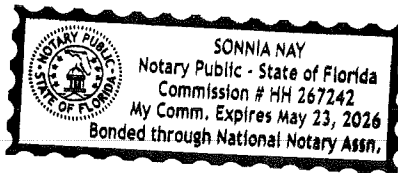
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of March, 2023, by W.P. Battaglia, as President of BFC SR 33, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me.

[NOTARY SEAL]


Notary Public, State of Florida

Sonnua Nay
Printed Name of Notary Public
My commission expires: 5/23/26



[Signature Page to Special Warranty Deed]

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

The Northeast 1/4 of the Southeast 1/4 of Section 34, Township 20 South, Range 24 East, Lake County, Florida, LESS the North 15 feet thereof.

PARCEL 2:

The North 15 feet of the Northeast 1/4 of the Southeast 1/4 of Section 34, Township 20 South, Range 24 East, Lake County, Florida.

PARCEL 3:

The North 1/2 of the Southwest 1/4 lying West of the Falatlakaha Creek (also spelled Palatlakaha) and the South 1/2 of the South 1/2 of the Northwest 1/4 lying West of the Falatlakaha Creek (also spelled Palatlakaha), all in Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying West of Sunshine State Parkway, LESS that portion conveyed to the Florida State Turnpike Authority in Book 212, Page 415.

**This instrument was prepared
by and upon recording should
be returned to:**

Troy Finnegan, Esq.
Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

Parcel Identification Number(s):
35-20-24-0003-000-00501
34-20-24-0004-000-00900
34-20-24-0004-000-00901

[Space above this line for Recorder's use.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 10 day of March, 2023, by **SR 33, LLC**, a Florida limited liability company (the "Grantor"), whose mailing address is P.O. Box 3010, Winter Park, Florida 32790, to and in favor of **TLC WHITEMARSH, LLC**, a Florida limited liability company (the "Grantee"), whose mailing address is 605 Commonwealth Avenue, Orlando, Florida 32803.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, all that certain real property lying and being in the County of Lake, State of Florida, as more particularly described on Exhibit "A" hereto and made a part hereof (the "Property");

SUBJECT TO all covenants, conditions, restrictions, reservations, limitations, easements, matters of record and rights-of-way, if any, but this provision shall not operate to re-impose the same; and taxes and assessments for the current year and subsequent years.

TOGETHER WITH all of the tenements, hereditaments, improvements, appurtenances, rights, easements and rights-of-way belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Property; and (3) that Grantor does hereby agree to warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

SIGNATURE WITNESSED BY:

GRANTOR:

SR 33, LLC,
a Florida limited liability company


Name: Kara Newcomb

By: W.P. Battaglia
W.P. Battaglia/President

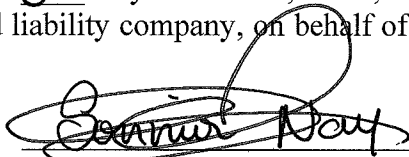

Name: Sonnica Nay

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of March, 2023, by W.P. Battaglia, as President of SR 33, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me.

[NOTARY SEAL]


Notary Public, State of Florida

Sonnica Nay

Printed Name of Notary Public

My commission expires: 5/23/26.

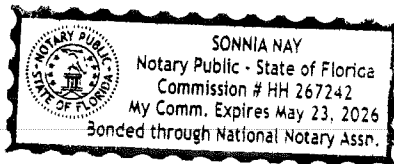


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 4:

That part of the South 1/2 of the South 1/2 of Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying West of the right of way of the Sunshine State Parkway, established in Official Records Book 220, Page 31, Lake County, Florida.

AND LESS that part conveyed in Official Records Book 399, Page 942, being more particularly described as follows:

From the South 1/4 corner of Section 35, Township 20 South, Range 24 East, run South 89°35'00" West along the South line of said Section 35, 37.65 feet; thence North 18°16'30" West for 497.41 feet to the Point of Beginning; run thence South 83°11'00" East for 300 feet; thence North 06°49' East for 274.59 feet to a point on the Southwesterly right of way of Sunshine State Parkway; run thence North 43°58' West along said right of way for 516.25 feet; thence South 06°49' West for 600.94 feet; thence South 83°11'00" East for 100 feet to the Point of Beginning.

PARCEL 5:

That part of the Northwest 1/4 of the Southeast 1/4, less the North 15 feet thereof, and the South 1/2 of the Southeast 1/4, all in Section 34, Township 20 South, Range 24 East, Lake County, Florida, lying East of the right of way of State Road No. 33.

PARCEL 6:

The North 15 feet of the Northwest 1/4 of the Southeast 1/4 in Section 34, Township 20 South, Range 24 East, Lake County, Florida, lying East of State Road No. 33.

KEPLER ROAD CDD PRE-FILED TESTIMONY CHECKLIST

	IORIO Petitioner Rep	FLINT DM/FA	LEO Engineer/Planner
Whether all statements contained within the petition have been found to be true and correct	Pages 2-4	N/A	N/A
Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan	N/A	State – Pages 9-10	State – Pages 6-7 Local – Pages 7-8
Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community	N/A	Pages 5-6; 10	Page 3
Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district	N/A	Pages 4-5; 10-11	Pages 5-6
Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities	N/A	Page 7	Pages 4-5
Whether the area that will be served by the district is amenable to separate special-district government	N/A	Pages 6-7	Page 5

BEFORE THE CITY COMMISSION
CITY OF LEESBURG, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
 COUNTY ROAD 33 COMMUNITY)
 DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF ORANGE

I, George Flint (“Affiant”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is George Flint, and I am a Vice-President with Governmental Management Services – Central Florida, LLC.
3. The prepared written, pre-filed testimony consisting of twelve (12) pages, including exhibits to the testimony, submitted under my name to the City Commission of City of Leesburg, Florida, relating to the Petition to Establish (“Petition”) the County Road 33 Community Development District (“District”) and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work are accurately set forth in my pre-filed testimony.
6. My pre-filed testimony addresses the various managerial, operational and financial aspects related to the Petition.

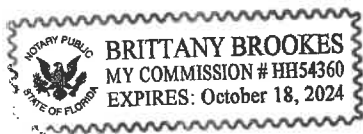
7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 25th day of September 2023.

[Signature]
George Flint

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 25th day of September 2023 by the Affiant.



[notary seal]

[Signature]
(Official Notary Signature)
Name: Brittany Brookes
Personally Known
OR Produced Identification _____
Type of Identification _____

**TESTIMONY OF GEORGE FLINT FOR ESTABLISHMENT OF
COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is George S. Flint. My business address is 219 East Livingston Street, Orlando, Florida 32801.

2. By whom are you employed and in what capacity?

I am a Vice-President with Governmental Management Services – Central Florida, LLC (GMS) and serve as District Manager and assessment administrator for community development districts.

3. Please briefly summarize your duties and responsibilities.

GMS provides management consulting services to community development districts and the real estate industry, including general management, accounting, recording, secretarial services, field services and assessment administration. GMS currently serves as the district manager for over two hundred fifty (250) community development districts (“CDDs”) in the State of Florida.

4. Do you work with both public and private sector clients?

GMS primarily works for public entities providing district management services. However, we are retained, from time to time, by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

I have twenty-nine (29) years of experience in the public and private sectors providing general management, budgeting, and consulting services. I served as the Budget Officer and Assistant County Administrator for St. Johns County, Florida, and as the Assistant County Manager/Performance Manager for Alachua County, Florida. In addition, I served as a Senior Management Consultant and Regional Manager for TetraTech, Inc., an environmental engineering firm, and as the Executive Director of the St. Johns County Utility Authority. I have extensive knowledge of special districts, governmental budgeting and finance issues, the development process, and water and wastewater utilities.

6. Are you familiar with the Petition (“Petition”) filed by TLC Whitmarsh, LLC (“Petitioner”) on June 12, 2023, seeking the establishment of the proposed District?

Yes, I serve as an assessment, economic, and management consultant relating to the establishment of the proposed District. Specifically, I assisted the Petitioner with the

preparation of Petition Exhibit 8, the Statement of Estimated Regulatory Costs (“SERC”).

7. Please describe your educational background.

I have a Bachelor of Arts degree from Princeton University in Politics with a focus in economics and a Master of Public Administration from Florida State University with a specialization in public budgeting and finance.

8. Please describe your work with community development districts (“CDDs”) in Florida.

Through GMS, the clients I serve are both resident-elected and landowner-elected CDDs, depending on the stage in the life of the development. I assist the various Boards of Supervisors and residents by managing the accounting, official recordkeeping, and operations and management of the assets acquired or constructed by the CDD. I have provided management and assessment administration services to over fifty (50) active CDDs across Florida.

9. Are any of these community development districts that you have worked with about the same size as the proposed County Road 33 Community Development District in the City of Leesburg, Florida (the “City”)?

Yes.

DISTRICT MANAGEMENT

10. At this point, I will ask you to address certain matters that are related to community development district management. Please describe the general manner in which a community development district actually operates.

Community development districts are governed by a five-member board of supervisors. These board members are initially appointed by the establishment entity in its ordinance. Within 90 days of the establishment of the district, a new board is elected by the landowners in the district. The Board is the governing body of the district. The Board employs a district manager, who supervises the district’s services, facilities, and administrative functions. The Board annually considers and, after public notice and hearing, adopts a budget. The district submits a copy of the proposed budget to the applicable local general-purpose government for review and for optional comment prior to its adoption each year.

11. Are there requirements, such as the open meetings and public records laws, imposed upon community development districts in order to safeguard the public that are similar to those imposed upon other general-purpose local governments?

Yes, there are.

12. Please describe these requirements and safeguards.

First, it is important to note that the establishment of a CDD does not change any requirements for local general-purpose governmental approval of construction within the district. Any land development requirements and all state and local development regulations still apply.

Second, members of the CDD Board of Supervisors must be residents of Florida and citizens of the United States. After the Board shifts to being elected by the resident electors of the district the supervisors must also be residents and electors of the district. Board members must annually file the same financial disclosure forms required by other local officials. All meetings of the CDD Board of Supervisors are open to the public and are subject to the government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore, the District's records must be open for public inspection in accordance with the Florida law governing public records.

Next, the district must provide financial reports to the state in the same form and manner as is required of all other political subdivisions. The CDD is annually audited by an independent certified public accountant. As I said before, the CDD budget is adopted annually by the board after a public hearing. All rates, fees, and charges imposed by the district must be adopted pursuant to Chapter 120, *Florida Statutes*.

Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197, a CDD must provide published and mailed notice to those who are assessed providing them opportunity to appear before the Board of Supervisors and have an opportunity to comment on the advisability of the assessments. That assessment process entails preparation of an assessment methodology that fairly and equitably allocates the cost of the district's projects.

13. Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.

In the early stages, particularly when a CDD is first formed, the CDD's operating funds may be funded by a "Funding Agreement" between the CDD and the landowner/developer in lieu of assessments that the CDD might have imposed on property within the CDD.

In order to provide long term financing of capital projects, CDDs often issue bonds. All bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over a period of more than five years must be validated and confirmed by court decree pursuant to Chapter 75, *Florida Statutes*. The CDD also may borrow funds on a long or short-term basis.

Debt may be retired by the District through non ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and services. By law, debt of the District cannot become debt of any other government (city, county or state), without that government's consent.

- 14. What alternatives, other than community development districts, are you familiar with that might be available to provide community infrastructure for the lands within the proposed District?**

In my opinion there are two alternatives that might provide community infrastructure such as the roads, utilities, stormwater management facilities, and other improvements contemplated for the proposed District. First, the general-purpose local government could finance the improvements utilizing special assessments and/or general funds. Alternatively, the developer could provide infrastructure through private means, including private financing if available. As discussed later in my testimony, neither of these alternatives is preferable to use of the CDD concept.

- 15. What has been your role with respect to the Petition to Establish the County Road 33 Community Development District (the “Petition”)?**

I have worked closely with TLC Whitemarsh, LLC (the “Petitioner”) and its consultants in determining if a CDD is appropriate for this project. I also supervised the preparation of Exhibit 8 of the Petition, the SERC.

- 16. Do you have an opinion, as someone experienced in district management and operations, as to whether the proposed District is the best available alternative for delivering community services and facilities to the areas that will be served by the District?**

Yes. For this project, the proposed District is the best alternative available for delivering the proposed services and facilities to the area that will be served. These improvements include, but are not limited to, on and off-site sanitary sewer collection, on and off-site water distribution and reuse water, stormwater management system, electrical service systems, gas service systems, on and off-site roadway improvements, and landscaping, hardscaping and irrigation.

- 17. What is the basis for your opinion?**

Looking at the alternatives, the City could finance and manage the improvements utilizing special assessments or general funds. The developer and/or a property owner’s association (“POA”) could provide these facilities as well through private financing.

In evaluating the alternatives, it is important to consider whether the alternative can provide the best focus, can effectively and efficiently manage and maintain the facilities, and whether the alternative can secure low cost, long term public financing. The City clearly provides the long-term perspective and is a stable and relatively low-cost source of financing and provider of services at sustained levels. However, the City has substantial demands over a broad geographical area that places a heavy management delivery load on its staff. In addition, if dependent district financing were used, the City would be responsible for all administrative aspects of the dependent district. The City would have to make time and meetings available for the monthly matters pertaining to the dependent

district. By using a dependent district mechanism, the City would be increasing its responsibility and hence liability for the variety of actions that will take place in the development. The City, through the dependent district, would also be the contracting party for all construction contracts, would have to deal with bid issues, enforce performance bonds, and participate in construction arbitration or litigation if necessary. They would deal with delay claims and budget management and all the other challenges that come with being the owner in a public construction project. A district can be created to provide focused attention to a specific area in a cost-effective manner. It also allows the City to focus staff time, finances, and other resources elsewhere and does not burden the general body of taxpayers in the City with the debt associated with this growth.

The other alternative is the use of private means either through a POA or through the developer, or both in combination. This combination can clearly satisfy the high demand for focused service and facilities and managed delivery. However, only a public entity can assure a long-term perspective, act as a stable provider of services and facilities, qualify as a lower cost source of financing, and pay for services at sustained levels. POAs lack the ability to effectively finance the improvements. Their ability to assure adequate funds for sustained high levels of maintenance is less than with a CDD.

Furthermore, neither the developer nor a POA would be required to conduct all actions relating to the provision of these improvements in the “sunshine” as a CDD must or abide by other public access requirements that are incumbent upon a CDD and its Board of Supervisors. Also, provision and long-term operation and maintenance of these improvements, particularly the drainage activities, by a CDD ensures that residents have guaranteed access to the body or entity making decisions about these facilities, and in fact will one day sit as the five-member board making the decisions that impact their community directly.

A CDD is an independent special purpose unit of local government designed to focus its attention on providing the best long-term service to its specifically benefited properties and residents. It has limited power and a limited area of jurisdiction. The CDD will be governed by its own board and managed by those whose sole purpose is to provide the district long term planning, management, and financing of these services and facilities. This long-term management capability extends to the operation and maintenance of the facilities owned by the CDD. Further, the sources for funding and manner of collection of funds will assure that the CDD facilities will be managed at the sustained levels of quality desired by residents well into the future.

- 18. Do you have an opinion, as someone experienced in district management and operations, as to whether the area of land to be included within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?**

Yes.

- 19. What is your opinion?**

The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to be developed, with the roadway, drainage, water and sewer, and other infrastructure systems, facilities and services contemplated. The District will operate as one functionally interrelated community.

20. What is the basis for your opinion?

The size of the proposed District is approximately 441.153 acres. Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the District, the acres contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the District will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

21. Do you have an opinion, as someone experienced in district management and operations, as to whether the area that will be served by the proposed District is amenable to separate special district government?

Yes.

22. What is your opinion?

The District is of sufficient size, compactness, and contiguity. Therefore, the area to be served by the proposed District is clearly amenable to separate special district governance. The configuration of the District is not unlike other CDDs with which I have worked over time.

23. What is the basis for your opinion?

Two criteria are needed to evaluate if a land area is amenable to separate special district government. One, does the land area have need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Two, is the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the proposed District is a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the proposed District. As described in the petition, the proposed District will construct and

maintain certain identified needed facilities and services. Other facilities and improvements will be constructed by the proposed District and ultimately owned and maintained by the City. Based on my experience, CDDs of this size are large enough to effectively provide and manage services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities. Ultimately, of course, if later circumstances would cause the City to re-evaluate whether these lands should continue as separate special district government, the City has the option under Section 190.046(4), *Florida Statutes*, to effectively take over the functions of any CDD.

24. **Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services and facilities of the proposed District will be incompatible with the capacity and use of existing local and regional community development services and facilities?**

Yes.

25. **What is your opinion?**

The proposed services and facilities of the proposed District are not incompatible with the capacity and uses of existing local or regional community development services and facilities.

26. **What is the basis for your opinion?**

Petitioner presently expects the proposed District to finance and construct certain on and off-site sanitary sewer collection, on and off-site water distribution and reuse water, stormwater management system, electrical service systems, gas service systems, undergrounding of electrical systems, on and off-site roadway improvements, and landscaping, hardscaping and irrigation. None of the facilities expected to be provided by the District presently exist. Ultimately, a district may own and maintain certain of those improvements and the City, or other governmental entities, may own and maintain others. There will be no overlap or incompatibility because the facilities and improvements expected to be provided by the proposed District do not exist today.

ECONOMICS AND FINANCING

27. **You stated earlier that you are familiar with the Petition, and its Exhibits, filed by the Petitioner, to establish the proposed County Road 33 Community Development District. Are you particularly familiar with Exhibit 8 to the Petition?**

Yes, Exhibit 8 is the SERC, a requirement of Chapter 190, *Florida Statutes*.

28. **What exactly is a “SERC”?**

The Statement of Estimated Regulatory Costs is actually a requirement under Sections

190.05 and 120.541(2), *Florida Statutes*, which has been incorporated into the law on establishment of community development districts.

29. In general terms, please summarize the economic analyses presented in the SERC.

An understanding of the SERC requires the recognition of the scope of review and evaluation for the establishment of a community development district as set out in Chapter 190. Section 190.002(2)(d), *Florida Statutes*, states “[t]hat the process of establishing such a district pursuant to uniform general law [must] be fair and based only on factors material to managing and financing the service-delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.” Thus, the scope of the economic analysis included in the SERC addresses only the establishment of the proposed District, and not the planning or development of the property itself.

The economic analysis sets out the assumptions about the development within the proposed district and the anticipated infrastructure to be provided by it. The analysis addresses each of the potentially affected parties defined in Chapter 120, *Florida Statutes*, and evaluates the impact of the proposed district on each such group.

The proposed County Road 33 Community Development District is a specialized unit of local government. It is a special purpose unit of local government with a single objective: the provision of infrastructure and services for a planned new community. Its economic benefits exceed its economic cost to the Petitioner, the City, and to all subsequent purchasers and landowners of the community - in short, to all affected parties.

Once the proposed District is established, there are no direct costs to the City. While the proposed District will provide certain reports and budgets to the City for its discretionary review, there are no requirements that either incur any obligations or expense associated with its review. In addition, to the extent the proposed District utilizes the services of the Property Appraiser or Tax Collector under the provisions of Chapter 197, *Florida Statutes*, to collect its assessments, the proposed District must pay the costs associated with those services.

It is important to note that under Chapter 190, the debt of the proposed District cannot become the debt of the City or the State of Florida. Since the proposed District will be an independent unit of government and issue its own bonds, the proposed District will not have any effect on the bonding capacity of the City or the State of Florida.

30. Please describe briefly the data and methodology used in preparing the SERC and related analyses.

The data for the analysis came from the landowner, other experts working on the Petition, and from the Petition itself. The methodology utilized is the standard economic impact assessment.

31. From an economic and financial perspective, do you have an opinion regarding the

financial viability and feasibility of the proposed District?

Yes, I do.

32. What is that opinion?

In my opinion, based on my experience with other districts, the proposed County Road 33 Community Development District is expected to be financially viable and feasible.

33. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes.

34. From an economic and financial perspective, do you have an opinion as to whether the proposed District is inconsistent with the State Comprehensive Plan from an economic perspective?

Yes.

35. What is that opinion?

It is my opinion the proposed County Road 33 Community Development District is not inconsistent with any applicable element or portion of the state comprehensive plan.

36. What is the basis for your opinion?

I have reviewed, from an economic and financial perspective, the State Comprehensive Plan, particularly those portions that relate to community development districts. The State of Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) “provides long-range policy guidance for the orderly social, economic, and physical growth of the state.” From an economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State Comprehensive Plan are relevant to the establishment of a CDD.

Subject 15, titled Land Use, recognizes the importance of locating development in areas that have the fiscal abilities and service capacity to accommodate growth. It is relevant because CDDs are designed to provide infrastructure services and facilities in a fiscally responsible manner to the areas that can accommodate development. The establishment of the District will not be inconsistent with this goal because the District will have the fiscal capability to provide the specified services and facilities within its boundaries.

Subject 17, titled Public Facilities, relates to (i) protecting investments in existing public facilities; (ii) providing financing for new facilities; (iii) allocating the costs of new public facilities on the basis of the benefits received by future residents; (iv) implementing innovative but fiscally sound techniques for financing public facilities; and (v) identifying and using stable revenue sources for financing public facilities. The establishment of the

District will further these State Comprehensive Plan Goals and Policies.

Subject 20, titled Governmental Efficiency, provides that governments shall economically and efficiently provide the amount and quality of services required by the public. The proposed District will be consistent with this element because the proposed District will continue to:

- (i) cooperate with other levels of Florida government;
- (ii) be established under uniform general law standards as specified in Chapter 190, *Florida Statutes*;
- (iii) be professionally managed, financed, and governed by those whose property directly receives the benefits;
- (iv) not burden the general taxpayer with costs for services or facilities inside the County Road 33 Community Development District; and
- (v) plan and implement cost efficient solutions for the required public infrastructure and assure delivery of selected services to residents.

Subject 25, titled Plan Implementation, calls for systematic planning capabilities to be integrated into all levels of government throughout the state, with particular emphasis on improving intergovernmental coordination and maximizing citizen involvement. The proposed District is consistent with this element of the State Comprehensive Plan.

- 37. Based on your work with districts and from an economic and financial perspective, do you have an opinion as to whether the area of land that is proposed to be included within the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as one functional interrelated community?**

Yes.

- 38. What is your opinion?**

Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

- 39. What is the basis for your opinion?**

The project is compact with land use typical of a planned community. The development of the land has been planned to be a functional interrelated community making the most efficient use of public funds available

- 40. From a financial perspective, do you have an opinion as to whether the proposed County Road 33 Community Development District is the best alternative available for providing the proposed community development services and facilities to the area**

to be served?

Yes.

41. What is your opinion?

The proposed District is the best alternative to provide community development facilities to the area to be served. This is true for the landowners and the governmental entities for the following reasons.

From the perspective of current and future property owners within the District, the District is the best alternative for providing community facilities, infrastructure, and services. The land development envisioned for the area within the District boundaries will require substantial provision of infrastructure, facilities and services. The CDD is an alternative method to provide these necessary services. The CDD can access the tax-exempt public capital markets and thereby fund these facilities and services at a lower cost than the alternative of developer funding. Furthermore, unlike a property owners association (“POA”), the CDD has the power to assess property and collect those assessments along with other property taxes. Therefore, a CDD can fund large capital improvement programs that a POA cannot.

With regard to the operations and maintenance of community facilities and services the CDD is also the best alternative. The CDD is preferable to a POA to future landowners for the following reasons. First, unlike a POA, the CDD collects funds for operations and maintenance directly from assessments collected along with all other property taxes, which is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and it must hold its meetings in the sunshine and bid out its contracts where required by law. A CDD provides control to the landowners much sooner in time than a POA. A CDD is focused on providing the community with services, facilities, and their maintenance in a way the general-purpose government, with its competing interests and broad responsibilities, is not. This level of local control serves the best interests of property owners in the CDD.

From the perspective of the State of Florida, the City, and the Water Management District, a CDD is the best alternative for providing community facilities and their operations and maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD is a more powerful and more responsive organization for providing and maintaining infrastructure and services. Second, without a CDD the City may have to assume greater responsibility for construction, operations, and maintenance of community facilities and services. Even if the City formed a dependent district to provide community facilities and services to the area to be served by the CDD, and charged appropriately for these services, the City would be enmeshed in the responsibilities and in the management of those facilities. Furthermore, without a CDD the City cannot be assured that only residents of the area to be served by the CDD would bear the full costs of the needed facilities and services.

42. From an economic and financial perspective, do you have an opinion as to whether

the services and facilities to be provided by the proposed County Road 33 Community Development District will be incompatible with the uses and existing local and regional facilities and services?

Yes.

43. What is your opinion?

The proposed County Road 33 Community Development District covers approximately 441.153 acres of land. The configuration of the land is sufficiently compact and contiguous. As such, it will not create any economic disincentives to the provision of the infrastructure facilities contemplated in this case.

Given the scope and expected cost of facilities to be provided, 441.153 acres for a residential development provides a sufficient economic base to absorb the debt costs and annual operating costs for district administration and to efficiently apportion the cost of improvements.

44. From an economic and financial perspective, do you have an opinion as to whether the area that will be served by the proposed County Road 33 Community Development District is amenable to separate special district government?

Yes.

45. What is your opinion and its basis?

It is my opinion that the area within the boundaries of the proposed District is amendable to a separate special district government. The lands within the proposed District's boundaries have the need for basic infrastructure.

The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore, from an economic and financial perspective, the area to be served by the proposed District is clearly amendable to separate special district governance.

46. Does this conclude your testimony?

Yes, it does

BEFORE THE CITY COMMISSION
CITY OF LEESBURG, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
COUNTY ROAD 33 COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Orange

I, Kathleen Leo, P.E., of GAI Consultants, Inc., being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Kathleen Leo, and I am a Vice President of GAI Consultants, Inc.
3. The prepared written, pre-filed testimony consisting of eight (8) pages, submitted under my name to the City of Leesburg, Florida, relating to the establishment of the County Road 33 Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work with land development projects as a professional engineer and planner are accurately set forth in my pre-filed testimony.
6. My pre-filed testimony generally addresses the nature of the services and facilities anticipated by the proposed County Road 33 Community Development District.

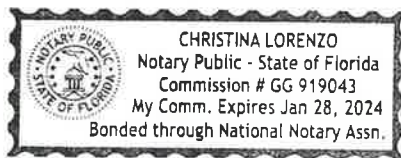
7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

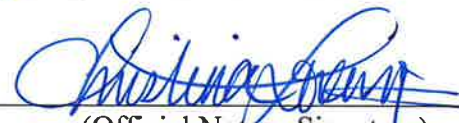
Executed this 20th day of September 2023.


Kathleen Leo, P.E.

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 20th day of September 2023 by the Affiant.



[notary seal]


(Official Notary Signature)

Name: Christina Lorenzo
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

1 **TESTIMONY OF KATHLEEN LEO, P.E., FOR ESTABLISHMENT OF**
2 **COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT**
3

4 **1. Please state your name and business address.**

5
6 My name is Kathleen Leo, and my business address is 618 E. South Street, Suite 700,
7 Orlando, Florida 32801.
8

9 **2. By whom are you employed and in what capacity?**

10
11 I am a Vice President with GAI Consultants, Inc.
12

13 **3. How long have you held that position?**

14
15 Almost 6 years
16

17 **4. Please give your educational background, with degrees earned, major areas of study**
18 **and institutions attended.**

19
20 BS Environmental Engineering, University of Central Florida, 1992
21 MS Environmental Engineering, University of Central Florida, 1993
22

23 **5. Do you have any professional licenses, registrations, or certifications?**

24
25 I am a registered Professional Engineer in the State of Florida. PE # 51419
26

27 **6. Are you a member of any professional associations?**

28
29 I am a member of the Urban Land Institute and CREW (Commercial Real Estate Women's
30 Network)
31

32 **7. Please summarize your previous experience as it relates to public facility design and**
33 **construction and land development and planning.**

34
35 With 30 years of experience, I have a broad range of experience in the private and
36 public markets. I am well versed in project development from conceptual planning to
37 design and construction, having worked on projects throughout Central Florida.
38

39 **8. Have you been involved in any developments of the type and nature contemplated**
40 **within the proposed County Road 33 Community Development District ("District")?**

41
42 Yes
43

44 **9. Are you familiar with the Petition ("Petition") filed by TLC Whitmarsh, LLC**
45 **("Petitioner") on June 12, 2023, seeking the establishment of the proposed District?**

1
2 Yes. I assisted the Petitioner with the preparation of some of the exhibits filed with the
3 Petition and reviewed others.
4

5 **10. Are you generally familiar with the geographical area, type, and scope of development**
6 **and the available services and facilities in the vicinity of the proposed District?**
7

8 Yes, I am.
9

10 **11. Which documents did you prepare or have others prepare under your supervision?**
11

12 Exhibits 1, 2, Composite 4, Composite Exhibit 5, 6, and 7.
13

14 **12. Do any of those exhibits require any change or correction?**
15

16 No.
17

18 **13. To the best of your knowledge, are Exhibits 1, 2, Composite 4, Composite Exhibit 5,**
19 **6, and 7 to the Petition accurate?**
20

21 Yes, to the best of my knowledge.
22

23 **14. In general, what do Exhibits 1, 2, Composite 4, Composite Exhibit 5, 6, and 7 to the**
24 **Petition demonstrate?**
25

26 Exhibit 1 is a map showing the general location of the proposed District.
27

28 Exhibit 2 is the metes and bounds description of the external boundary of the proposed
29 District.
30

31 Composite Exhibit 4 contains maps depicting the existing and future general distribution,
32 location, and extent of the public and private land uses within the proposed District by the
33 land use plan element.
34

35 Exhibits 5A, 5B, and 5C contain maps of existing and planned, future wastewater
36 distribution, stormwater, reuse distribution, and water distribution within and around the
37 proposed District.
38

39 Exhibit 6 provide a list of the proposed facilities and services the proposed District is
40 anticipated to finance, fund, construct, acquire and/or install, as well as the anticipated
41 entity responsible for the ownership and maintenance thereof.
42

43 Exhibit 7 contains the estimated costs and timetable of constructing and/or installing the
44 infrastructure serving the land within the proposed District.
45

1 **15. What capital facilities are presently expected to be provided by the District?**

2
3 Based on information provided by Petitioner and as more fully described in Petition Exhibit
4 6, it is presently expected that the District will construct and/or acquire on and off-site
5 sanitary sewer collection, on and off-site water distribution and reuse water, stormwater
6 management system, undergrounding of electrical service systems, gas service systems, on
7 and off-site roadway improvements, and landscaping, hardscaping and irrigation
8 improvements.
9

10 **16. Based upon your training and experience as an engineer, do you have an opinion as**
11 **to whether the proposed District is of sufficient size, sufficient compactness, and**
12 **sufficient contiguity to be developed as a functional interrelated community?**
13

14 Yes. Based on my experience, the proposed District is of sufficient size, compactness and
15 contiguity to be developed as a one functional interrelated community.
16

17 **17. What is the basis for your opinion?**
18

19 For many reasons, the proposed District facilities can be provided in an efficient, functional
20 and integrated manner.
21

22 First, there are sufficient, significant infrastructure needs for the area within the proposed
23 District to allow development as a functionally interrelated community.
24

25 Second, the specific design of the community allows infrastructure to be provided in a cost-
26 effective manner. The land included within the proposed District area is contiguous, which
27 facilitates an efficient and effective planned development.
28

29 Third, the provision of services and facilities through the use of one development plan
30 provides a contiguous and homogenous method of providing services to lands throughout
31 the District.
32

33 **18. In your opinion, you said the proposed District is sufficiently compact and contiguous**
34 **to be developable as a functionally interrelated community. Would you please explain**
35 **what you mean when stating that the proposed District is of sufficient compactness?**
36

37 The District will encompass approximately 441.153 acres and will provide a range of
38 residential and residential-support land uses that require the necessary elements of
39 infrastructure including on and off-site sanitary sewer collection, on and off-site water
40 distribution and reuse water, stormwater management system, undergrounding of
41 electrical service systems, gas service systems, on and off-site roadway improvements, and
42 landscaping, hardscaping and irrigation, among other improvements. The proposed District
43 will have sufficient overall residential density to require all the above-mentioned necessary
44 elements of infrastructure of a comprehensive community. These facilities and services
45 require adequate planning, design, financing, construction, and maintenance to provide the

community with appropriate infrastructure. The preferred method of developing land, especially for higher density residential uses, is for the development to be spatially compact. This augments the District's ability to construct and maintain improvements and provide services, in a cost-efficient manner.

19. Can you provide an example of a service or facility and explain why a CDD is a preferred alternative for long-term operation and maintenance?

Yes. A good example would be a storm water management system. Both a CDD and a homeowner's association are permitted to operate and maintain such systems under applicable St. Johns River Water Management District ("SJRWMD") and City of Leesburg rules. However, SJRWMD rules generally require homeowner's associations to provide significantly more information and documentation before the SJRWMD will accept them as an operation and maintenance entity. This additional information is required to ensure the association has the financial, legal and administrative capability to provide for long-term maintenance of the storm water management system. Such documentation generally must: (1) indicate that the association has the power to levy assessments; (2) mandate the association will operate and maintain such systems; and (3) provide that the association cannot be dissolved until another entity is found to maintain the storm water management system.

In comparison, a CDD is a perpetual local government unit, which by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll. Thus, a CDD generally must simply provide a letter to the SJRWMD stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a homeowner's or property owner's association for operation and maintenance of a storm water management system.

20. Does the establishment of the District obviate the need for local land development regulations, ordinances or plans?

No. Section 190.004, *Florida Statutes*, explicitly provides the establishment of a CDD does not in any way impact or change the applicability of any governmental planning, environmental and land development laws, regulations, and ordinances. A CDD cannot take any action that is inconsistent with the comprehensive plan, code of ordinances or regulations of the city or county within which it is located.

21. Based on your experience, do you have an opinion as to whether the services and facilities to be provided by the proposed District will be incompatible with the capacities and uses of existing local and regional community facilities and services?

Yes. Based on the information provided to me, it is my opinion that the proposed services and facilities of the proposed District will not be incompatible with the capacity and uses of existing local or regional community development services and facilities.

1 **22. What is the basis for your opinion?**

2
3 Currently, none of the planned infrastructure improvements the proposed District plans to
4 provide exist on the subject property in a manner which is useful to the proposed
5 development. Each of the elements of infrastructure for the necessary services and
6 facilities will connect into the existing, surrounding systems according to criteria, review
7 and approval of the existing operational entity. The proposed master infrastructure
8 roadway improvements will interconnect with and extend the City's roadway system. The
9 proposed water and sewer systems will extend the existing utility systems currently
10 operated by the City of Leesburg. There will be no incompatibility issues.
11

12 **23. Based on your experience, do you have an opinion as to whether the area to be**
13 **included within the proposed District is amenable to being served by a separate**
14 **special district government?**

15
16 Yes. Based on the information provided to me, in my opinion, and to the best of my
17 knowledge, the area identified in the Petition is amenable to being served by a separate
18 special district government.
19

20 **24. What is the basis for your opinion?**

21
22 Based on the information provided to me, the proposed District is limited in purpose and
23 the infrastructure improvements to be provided by the proposed District are limited in
24 scope. This infrastructure is expected to directly benefit the development and may be
25 adequately served by a special district government. In addition, special district governance
26 provides a mechanism whereby long-term maintenance obligations can be satisfied by the
27 persons primarily using the facilities and services.
28

29 **25. Do you have an opinion, as someone experienced in land planning, as to whether the**
30 **proposed District is the best alternative for delivering community services and**
31 **facilities to the areas that will be served by the proposed District?**

32
33 Yes. Based on the information provided to me, it is my opinion that the proposed District
34 is the best alternative for providing the proposed services and facilities to the land to be
35 included within the proposed District.
36

37 **26. What are the alternatives contemplated in rendering this opinion?**

38
39 There would be two alternatives to the establishment of the proposed District. First, to
40 facilitate economic development, accommodate new growth, and provide new services, the
41 City could perhaps provide the selected facilities. The second alternative would be for the
42 developer or homeowner's association (HOA) to provide the infrastructure using private
43 financing.
44

45 **27. How does the proposed District compare to these alternatives?**

1
2 By comparison of the alternatives referenced above, from a planning perspective, the
3 proposed District is the best alternative available to provide the necessary infrastructure
4 improvements. As a special-purpose "local government," the proposed District is a stable,
5 long-term public entity capable of constructing, maintaining and managing the proposed
6 elements of infrastructure of the necessary facilities and services. The limited purpose and
7 scope of the District, combined with the statutory safeguards in place, such as notice of
8 public hearings and access to district records, would ensure that the proposed District is
9 responsive to the infrastructure needs of the proposed District. The proposed District
10 would be able to obtain low-cost financing to provide the necessary improvements and then
11 impose special or non-ad valorem assessments upon the property owners within the District
12 to fund the infrastructure.
13

14 Only a CDD allows for the independent financing, administration, operations and
15 maintenance of the land within the District. Only a CDD allows property owners, and
16 eventually residents, to completely control the CDD board and, therefore, the timing and
17 extent of infrastructure improvement and maintenance. Knowing when, where and how
18 infrastructure will be needed to service the projected population of an area allows for the
19 smooth delivery of those facilities. The proposed District exceeds other available
20 alternatives at focusing attention to when and where and how the next system of
21 infrastructure will be required for this specific area. This results in a full utilization of
22 existing facilities before new facilities are constructed. It reduces the delivered cost to the
23 citizens being served. All other alternatives do not have these characteristics.
24

25 **28. Do you have an opinion, as someone experienced in planning, as to whether the**
26 **establishment of the proposed District is inconsistent with any applicable element or**
27 **portion of the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?**
28

29 Yes.
30

31 **29. What is your opinion?**
32

33 In my opinion, the proposed District is not inconsistent with the applicable provisions of
34 Chapter 187, *Florida Statutes*.
35

36 **30. What is the basis of your opinion?**
37

38 I have reviewed, from a planning perspective, applicable portions of the State
39 Comprehensive Plan which relate to community development districts. The State
40 Comprehensive Plan "provides long-range policy guidance for the orderly, social,
41 economic, and physical growth of the state." The State Comprehensive Plan provides
42 twenty-five (25) subjects, and numerous goals and policies. Three subjects are particularly
43 relevant, from a planning perspective, to the establishment of the CDDs: No. 15 - Land
44 Use, No. 17 - Public Facilities, and No. 25 - Plan Implementation. Several of the policies
45 and goals are particularly supportive of the establishment of the proposed District.

1
2 **31. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment**
3 **of the proposed District?**
4

5 This goal recognizes the importance of enhancing the quality of life in the State of Florida
6 and attempts to do so by ensuring that development is located in areas that have fiscal
7 abilities and service capacity to accommodate growth. CDDs are designed to provide
8 services and facilities in a fiscally responsible manner to areas which can accommodate
9 development. The proposed District is consistent with this goal because it will continue to
10 have the fiscal capability to provide a range of services and facilities to a population in a
11 designated growth area.
12

13 **32. Are any of the policies under subject No. 15 relevant?**
14

15 Yes. Policy 1 promotes efficient development activities in areas which will have the
16 capacity to service new populations and commerce. The proposed District will be a vehicle
17 to provide high quality services in an efficient and focused manner over the long term.
18

19 **33. What is Subject 17 and why is it relevant?**
20

21 Subject 17 addresses public facilities. The goal is to finance new facilities in a timely,
22 orderly and efficient manner. In particular, Policy 3 states that the cost of new public
23 facilities should be allocated to existing and future residents on the basis of the benefits
24 received. Policy 6 also encourages the identification and implementation of innovative but
25 fiscally sound and cost-effective techniques for financing public facilities. Establishment
26 of the proposed District will further this goal and related policies.
27

28 **34. Why is subject No. 25, the other subject you mentioned, relevant to the establishment**
29 **of the proposed district?**
30

31 Subject No. 25 addresses Plan Implementation. This goal requires that systematic planning
32 capabilities be integrated into all levels of government throughout the state, with particular
33 emphasis on improving inter-governmental coordination and maximizing citizen
34 involvement. The proposed District will operate through a separate and distinct Board of
35 Supervisors who will systematically plan the construction, operation and maintenance of
36 public improvements and community facilities authorized under Chapter 190, *Florida*
37 *Statutes*, subject to and not inconsistent with the local government comprehensive plan and
38 land development regulations. Further, meetings held by the Board of Supervisors are
39 publicly advertised and open to the public.
40

41 **35. Are there any relevant policies in this portion of the State Comprehensive Plan?**
42

43 Yes. Policy 6 encourages public citizen participation at all levels of policy development,
44 planning and operations. Under Chapter 190, *Florida Statutes*, six (6) years after the
45 establishment of a CDD, and after two hundred and fifty (250) electors reside in the CDD,

1 the election of the Board of Supervisors begins to transition from a landowner-elected
2 Board to a resident-elected Board. Regardless of whether the board is elected by the
3 landowners or the residents, the proposed District must convene its meetings in accordance
4 with government in the sunshine provisions set forth in Chapter 286, *Florida Statutes*. This
5 encourages citizen participation in the planning and operational activities of the district.
6

7 **36. Based upon your experience with planning, do you have an opinion as to whether**
8 **establishment of the proposed District is inconsistent with any portion or element of**
9 **the City of Leesburg Comprehensive Plan?**
10

11 Yes, I do.
12

13 **37. What is that opinion?**
14

15 In my opinion, the establishment of the proposed District is not inconsistent with any
16 applicable provisions of the City of Leesburg Comprehensive Plan.
17

18 **38. What is the basis for that opinion?**
19

20 The proposed District is consistent with the current Future Land Use / Comprehensive Plan
21 designation, as this information was utilized during the annexation of the lands comprising
22 the District, City Comprehensive Plan and planned development approvals recently
23 acquired and approved by the City.
24

25 My opinion is also based upon years of experience reviewing comprehensive plans
26 (including for purposes of this project the current City of Leesburg Comprehensive Plan)
27 and there not being any provisions that would render a CDD inconsistent. Furthermore,
28 Chapter 190, *Florida Statutes*, prohibits any CDD from acting in a way that is inconsistent
29 with the local government's comprehensive plan, the exercising of any power must be done
30 with the comprehensive plan in mind.
31

32 It is my opinion, therefore, that with respect to the establishment of the proposed District,
33 the proposed District will not be inconsistent with any applicable element or portion of the
34 City of Leesburg Comprehensive Plan.
35

36 **39. Does this conclude your testimony?**
37

38 Yes, it does.
39

40 **40. Does this conclude your testimony?**
41

42 Yes, it does.

BEFORE THE CITY COMMISSION
CITY OF LEESBURG, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
COUNTY ROAD 33 COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA

COUNTY OF Orange

I, Anthony Iorio, being first duly sworn, do hereby state for my affidavit as follows:

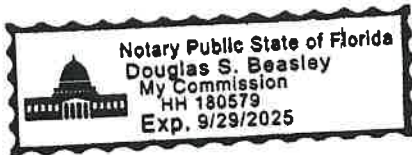
1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Anthony Iorio, and I am the Vice President of Development of Hanover Land Company, LLC, to which the Petitioner, TLC Whitemarsh, LLC, is an affiliate.
3. The prepared written, pre-filed testimony consisting of eight (8) pages, submitted under my name to the City of Leesburg, Florida, relating to the establishment of the County Road 33 Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work with land development are accurately set forth in my pre-filed testimony.
6. My pre-filed testimony generally addresses the accuracy of the information set forth in the petition and compliance with establishment requirements.
7. No corrections to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 16th day of August 2023.

Anthony Iorio
Anthony Iorio

SWORN TO and SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this 16th day of August 2023 by the Affiant.



[notary seal]

Douglas S. Beasley
(Official Notary Signature)

Name: Douglas S. Beasley
Personally Known Anthony Iorio
OR Produced Identification _____
Type of Identification _____

**TESTIMONY OF ANTHONY IORIO FOR ESTABLISHMENT OF
COUNTY ROAD 33 COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is Anthony Iorio. My business address is 605 Commonwealth Avenue, Orlando, Florida 32803.

2. By whom are you employed and in what capacity?

I am the Vice President of Development for Hanover Land Company, LLC, to which the Petitioner, TLC Whitemarsh, LLC, is an affiliate.

3. Briefly summarize your duties and responsibilities.

I am responsible for overseeing the planning, permitting, engineering, and construction of residential and commercial communities for Hanover Land Company.

4. Who is the Petitioner in this proceeding?

The Petitioner is TLC Whitemarsh, LLC ("Petitioner").

5. Are you familiar with the Petition filed by the Petitioner seeking the establishment of a community development district?

Yes. I assisted in the preparation of the Petition to Establish the County Road 33 Community Development District and accompanying exhibits ("Petition"), filed on June 12, 2023, with the City of Leesburg ("City"), and worked with members of the consultant team to prepare the filing. I reviewed the Petition and exhibits prior to its filing.

6. What is the proposed name of the District?

The proposed name is the County Road 33 Community Development District ("District").

7. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

8. Are there any changes or corrections to the Petition at this time?

No.

9. Are there any changes or corrections to any of the exhibits submitted to the City at this time?

No.

10. Please generally describe each of the exhibits attached to the Petition.

Exhibit 1 is a map showing the general location of the proposed District.

Exhibit 2 is the metes and bounds description of the external boundary of the proposed District.

Composite Exhibit 3 contains the Consents of Landowners to CDD establishment, executed by TLC Banning Ranch, LLC, and TLC Whitemarsh, LLC, which represent the consent of one hundred percent (100%) of the owners of the lands to be included within the District.

Composite Exhibit 4 contains maps depicting the existing and future general distribution, location, and extent of the public and private land uses within the proposed District by the land use plan element.

Exhibits 5A, 5B, and 5C contain maps identifying existing and proposed major trunk water mains and sewer interceptors and outfalls within and around the proposed District.

Exhibit 6 contains a list of the facilities and services the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for the ownership and maintenance thereof.

Exhibit 7 contains the estimated costs and timetable of construction the infrastructure serving the land within the proposed District.

Exhibit 8 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.

Exhibit 9 is the authorization of agents form, which authorizes Sarah R. Sandy and Michelle K. Rigoni to act as agents for the Petitioner.

Exhibit 10 are the landowners warranty deeds identifying ownership of lands to be included within the boundaries of the proposed District.

11. Were these exhibits prepared by you or under your supervision?

Yes, I engaged a consultant team and directed the preparation of the exhibits to the Petition.

12. To the best of your knowledge, is the general location map identified as Exhibit 1 a true and accurate depiction of the general location of the proposed District?

Yes, it is.

13. To the best of your knowledge, is the metes and bounds description of the external boundary of the District included in Exhibit 2, a true and accurate recitation of the

land area to be included within the proposed District?

Yes, it is.

- 14. To the best of your knowledge, is Composite Exhibit 3 a true and accurate copy of the consents obtained from the owners of one hundred percent (100%) of the lands to be included within the proposed District?**

Yes, it is.

- 15. To the best of your knowledge, are the maps included in Composite Exhibit 4 a true and accurate depiction of the existing and future general distribution, location and extent of public and private land uses within the proposed District?**

Yes, they are.

- 16. To the best of your knowledge, are Exhibits 5A, 5B, and 5C true and accurate depictions of the existing and proposed major trunk water mains and sewer interceptors and outfalls within and around the proposed District?**

Yes, they are.

- 17. To the best of your knowledge, does Exhibit 6 truly and accurately list the facilities and services that the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated owner and entity responsible for operation and maintenance thereof?**

Yes, it does.

- 18. To the best of your knowledge, does Exhibit 7 truly and accurately list the estimated costs and timetable of constructing the infrastructure serving land within the proposed District?**

Yes, it does.

- 19. To the best of your knowledge, is Exhibit 8 a true and accurate copy of the Statement of Estimated Regulatory Costs?**

Yes, it is.

- 20. To the best of your knowledge, is Exhibit 9 a true and accurate copy of the Authorization of Agents form?**

Yes, it is.

- 21. To the best of your knowledge, is Exhibit 10 a true and accurate copy of the warranty deeds reflecting ownership of the lands to be included within the proposed District?**

Yes, it is.

- 22. Are the contents of the Petition and the exhibits attached to it, as described herein, true and correct to the best of your knowledge?**

Yes, they are.

- 23. Are you familiar with the area that is proposed to be included within the District?**

Yes, I am familiar with the general area and the site specifically.

- 24. Approximately how large is the proposed District in acres?**

The proposed District is located entirely within the City of Leesburg and covers approximately 441.153 acres of land.

- 25. What steps were taken with respect to filing the Petition with the City?**

On June 12, 2023, the Petitioner filed the original Petition with the City. In addition, an \$8,000 filing fee was provided upon the request of the City.

- 26. Has notice of the hearing been provided in accordance with Section 190.005, Florida Statutes?**

Yes. A notice of hearing is being arranged for publication in a newspaper of general circulation in the City and of general interest and readership in the community, as a display ad for four (4) consecutive weeks immediately preceding the hearing. Proof of publication has been requested and will be available by the time of the establishment hearing.

- 27. Who are the five persons designated in the Petition to serve as the initial Board of Supervisors?**

The five persons include Jason Lonas, Doug Beasley, Duane "Rocky" Owen, Thomas Franklin, Sr., and me.

- 28. Do you know each of these persons personally?**

Yes, I do.

- 29. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?**

Yes, they are.

- 30. Are there residential units planned for development within the proposed District?**

Yes. There are approximately 801 residential units planned for development within the proposed District.

31. Are there residents currently living within the areas to be included within the District, and, if so, have they been notified about the creation of the District?

No, there are no residents currently living within the areas to be included within the District.

32. What steps will be taken to ensure that prospective purchasers of the District receive notice of the existence of the District and its assessments?

There are certain state law disclosure requirements that all community development districts (“CDDs”) must meet. Among the numerous requirements that a CDD must meet, below are a few examples:

First, within thirty (30) days of the establishment of the District, a Notice of Establishment is required to be recorded in the property records. The notice contains a legal description of the boundaries of the District and discloses, as required by Section 190.0485, *Florida Statutes*, through inclusion of the bold-faced language set forth in the paragraph immediately below, that the District may levy assessments. The document also provides contact information for members of the public to obtain more information about the District. This document should appear on a title search typically prepared when someone intends to purchase a home after a District has been established.

Second, Section 190.048, *Florida Statutes*, requires certain contractual language to appear in bold-faced and conspicuous type immediately prior to the signature line on every initial purchase contract. The following language will be required: **The County Road 33 Community Development District may impose and levy taxes or assessments, or both taxes and assessments, on this property. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the District and are set annually by the governing board of the District. These taxes and assessments are in addition to county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.**

Third, when assessments are levied for the first time or when previously levied assessments are raised, notice of a public hearing is required to be given by publication in a local newspaper and by mail to all property owners within the District. The assessments are then considered at a public hearing.

Fourth, the District will be required to adopt and record in the Lake County Public Records a Disclosure of Public Financing and Maintenance of Public Improvements. This Disclosure summarizes the financing plan the District has undertaken, the existence, if any, of capital and operation and maintenance assessments, and the facilities and services that the District provides and maintains. This Disclosure is then provided by the District to the

developer to satisfy the requirements of Section 190.009, *Florida Statutes*, and is also available for inspection by residents and prospective residents.

33. Would you please describe the proposed timetable for development of land within the proposed District?

It is anticipated that the District improvements will be made, acquired, constructed and/or installed in three phases beginning in 2024 and ending in 2028.

34. Has all of the developable land within the proposed District been planned as a single community?

Yes, the developable land, along with certain master infrastructure is to be maintained by the proposed District that will service the developable land, although anticipated to be constructed in multiple phases, is planned as a single community.

35. Would you generally describe the services and facilities you currently expect the proposed District to provide?

The Petitioner presently intends for the District to be involved in providing the following services and facilities: on and off-site sanitary sewer collection, on and off-site water distribution and reuse water, stormwater management system, undergrounding of electrical service systems, gas service systems, on and off-site roadway improvements, and landscaping, hardscaping and irrigation, and other related improvements. The facilities are outlined in Exhibit 6 of the Petition.

Petitioner's good faith expectation of the costs associated with such facilities and services is itemized in Exhibit 7 to the Petition.

36. Did you cause the cost estimates identified in Exhibit 7 to be prepared?

Yes, the cost estimates were prepared under my supervision and direction.

37. What methods were used to estimate these costs?

The estimates are based on research regarding historical costs of constructing similar infrastructure and current market conditions.

38. In your opinion, are the cost estimates for the facilities for the proposed District reasonable?

Yes, to the best of my knowledge and based on the information available.

39. In general, what financing methods does the Petitioner propose the District may use to pay for the anticipated facilities and services?

Petitioner presently expects that the District will finance all or a portion of the facilities and services through the issuance of tax-exempt bonds, special assessments and through other available financing mechanisms. The debt issued by the proposed District is expected to be retired by non-ad valorem assessments (also known as "special assessments") on benefitted property within the proposed District. Ongoing maintenance and operation of the District and its facilities and services are expected to be funded by non-ad valorem special assessments. Any facilities not financed with a bond issue may be funded by the developer using conventional financing options.

40. Who will be responsible for paying the proposed District's assessments?

Only current property owners and those who choose to acquire property within the proposed District will be responsible for paying District assessments.

41. Will these proposed District debts be an obligation of the City, Lake County, or the State of Florida?

No. The debts will be solely the District's obligation and secured by non-ad valorem assessments levied against property owners. Florida law provides that CDD debt cannot become the obligation of a county, a city, or the state without the consent of that government.

42. Why is the Petitioner seeking to have a CDD established for this area?

There are hundreds of CDDs throughout the State of Florida. CDDs are an efficient, effective way to provide infrastructure and have become accepted in the marketplace to homebuyers. CDDs have the ability to assist in the streamlined and efficient maintenance and operation of infrastructure and services to developing communities.

From our perspective, the establishment of a CDD is logical for this project. It provides a long-term, stable, financially secure entity. The proposed District is a structured, formal entity with the legal ability to respond to future changes in the circumstances and desires of its residents. Under Florida law, the proposed District has access to Lake County's tax collection mechanisms, which helps ensure that the facilities will be maintained. In that sense, it is preferable over control by a property owners association.

Additionally, a CDD has the ability to enter into interlocal agreements with other government entities. These allow a CDD to work with other government entities to complete projects that benefit residents within the CDD boundaries while also assisting local governments in completing infrastructure necessary to serve growth.

A CDD has the financial capability to assist in the provision of necessary capital improvements sooner than may otherwise be the case. The City, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety and general property enhancement. Additionally, a CDD is the entity preferred by many regulatory agencies, including many water management districts, to operate and maintain

the stormwater management and other similar systems. This is because the CDD is a perpetual entity, operating in open meetings, with the financial ability to ensure that the maintenance of these important environmental facilities and amenities is accomplished. Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable way to ensure this needed infrastructure is maintained.

43. Does this conclude your testimony?

Yes.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: October 9, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida annexing certain real property consisting of approximately 12.5 acres, generally located west of County Road 468 and north of Jones Drive, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Homes in Partnership/CWC)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the subject property.

Analysis:

The applicant has submitted a request for annexation of approximately 12.5 +/- acres, generally located west of County Road and north of Jones Drive, as shown on the attached General Location Map. At this time, the property is undeveloped acreage. The current zoning is Lake County RP (Residential Professional); the proposed zoning is City SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential). The basis of this request is to connect to water and sewer service to develop the property into single family lots.

The property is surrounded by Lake County R-7 (Mixed Residential) and RP (Residential Professional), along with City of Leesburg R-2 (Medium Density Residential) and P (Public). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which, along with a Small Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on August 24, 2023.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 12.5 ACRES, GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE. (HOMES IN PARTNERSHIP/CWC)

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

Section 1.

Based upon the petition of Homes in Partnership, Inc., 1140 South Grove Street, Eustis, Florida 32726, (Michael Rankin, Land Planning Group LLC, 1140 Camp Avenue, Mt. Dora, Florida, 32757, agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

ANNEXATION and SSCPA

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

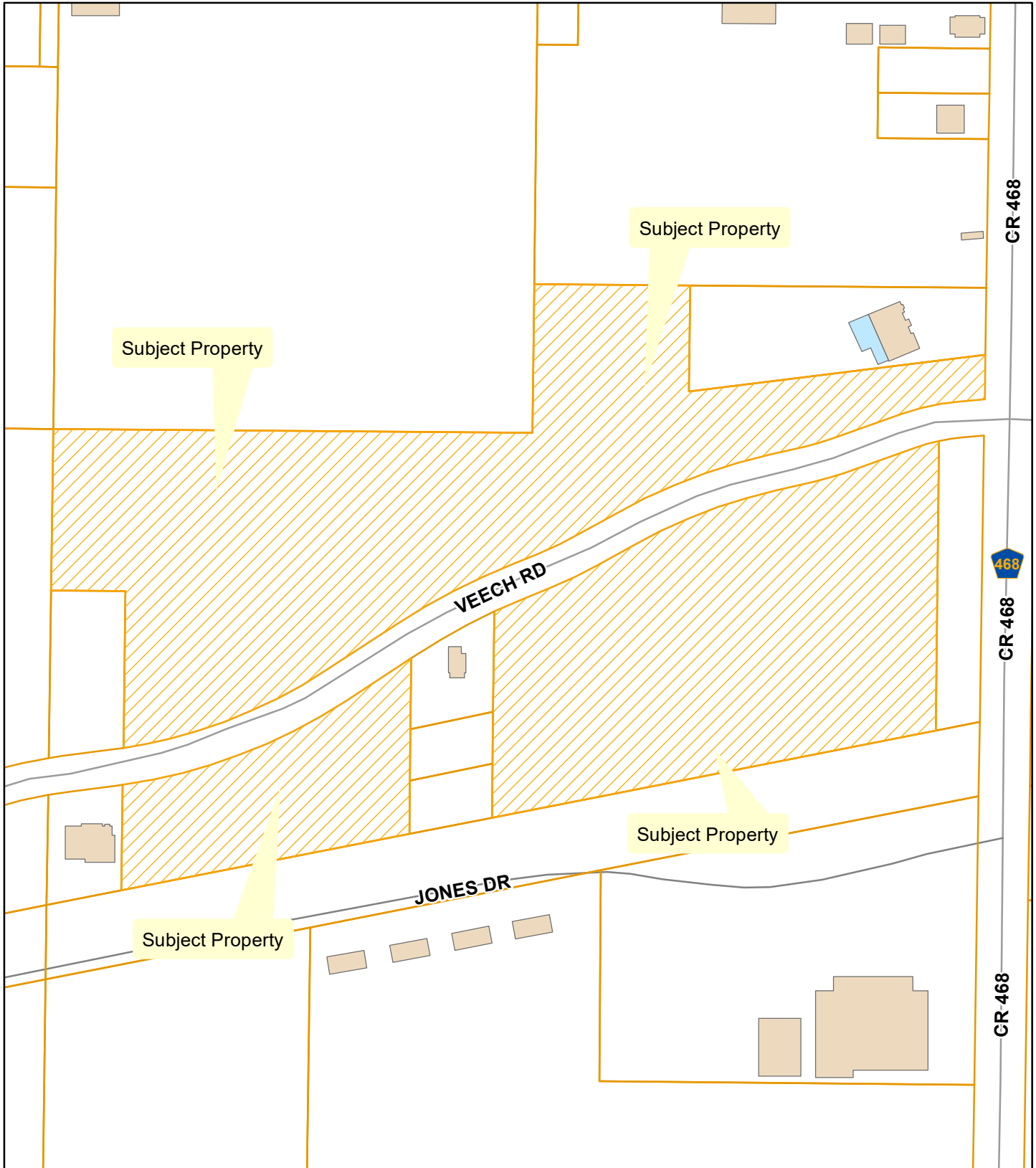
LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

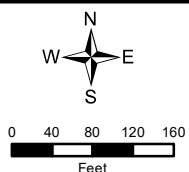
LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

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Locator



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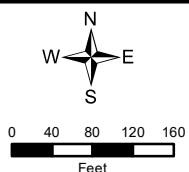


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
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Aerial

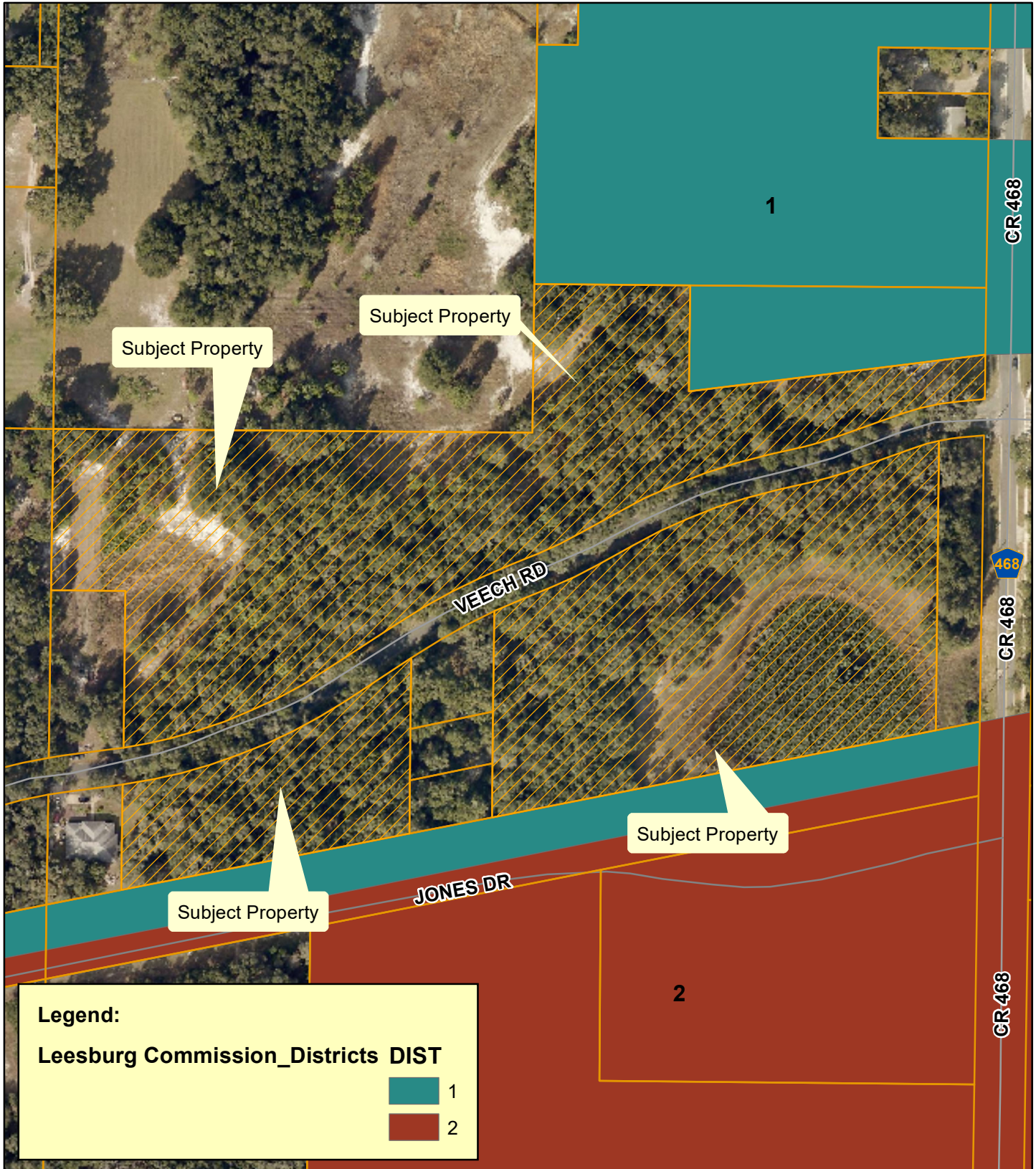


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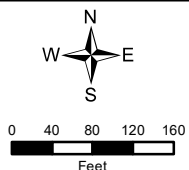


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Commission Districts



**Planning
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Division**

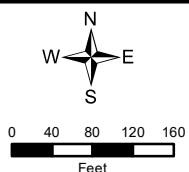


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Community Redevelopment Area



**Planning
& Zoning
Division**



Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
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Section 21, Township 19 South, Range 24 East
Alternate Key #: 1700256
July 11, 2023

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: October 9, 2023

From: Dan Miller, (Planning and Zoning Director), Christine Rock, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 12.5 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density Residential, for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment of the City's Future Land Use Map on 12.5 +/- acres from Lake County Urban Medium Density to City of Leesburg Low Density Residential.

Analysis:

The project site is approximately 12.5 +/- acres. The property is generally located west of County Road 468 and north of Jones Drive. Currently, the property is undeveloped acreage. The proposal will allow for a single-family residential development. The existing land uses surrounding the property are residential, place of worship, multifamily residential, food processing, and vacant residential. The proposed zoning designation of City SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow appropriate uses for the property.

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

The Planning Commission held a public hearing on the application on August 23, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Urban Medium Density to Low Density Residential; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 12.5 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HOMES IN PARTNERSHIP/CWC)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 12.5 +/- acres of land generally located west of County Road 468 and north of Jones Drive from Lake County Urban Medium Density to City of Leesburg Low Density Residential, as shown on the revised map of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County Florida;

Section 2.

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

Section 3.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

ANNEXATION and SSCPA

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

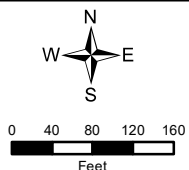
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City of Leesburg Future Land Use

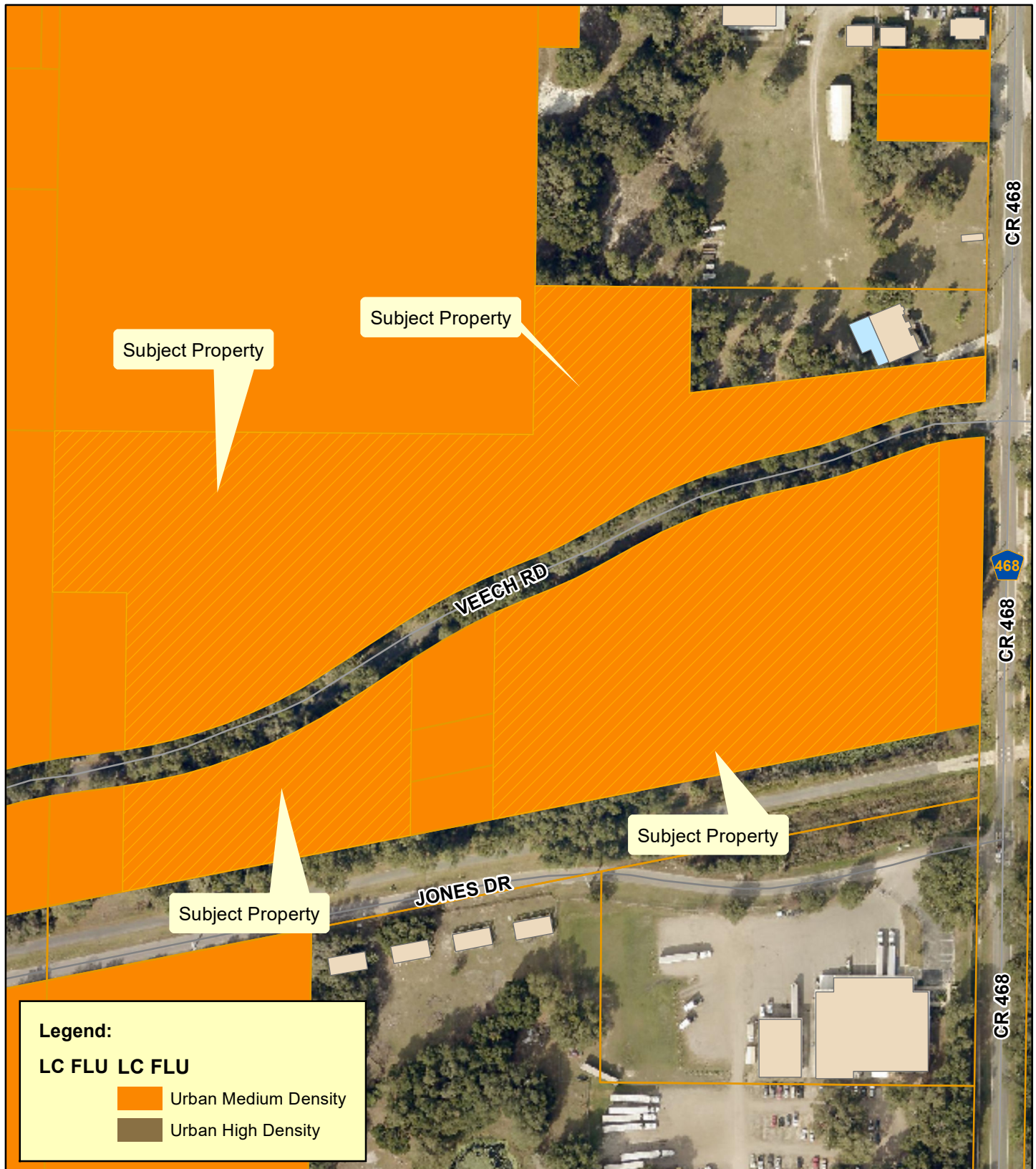


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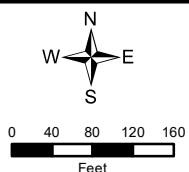


Homes in Partnership/CWC - Christian Preserve
 ANN-23-326; SSCP-23-327; SPUD-23-328
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 July 11, 2023

Lake County Future Land Use



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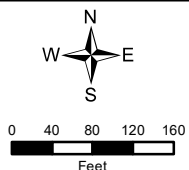


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PROPOSED Future Land Use



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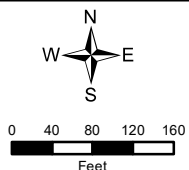


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Surrounding Land Uses

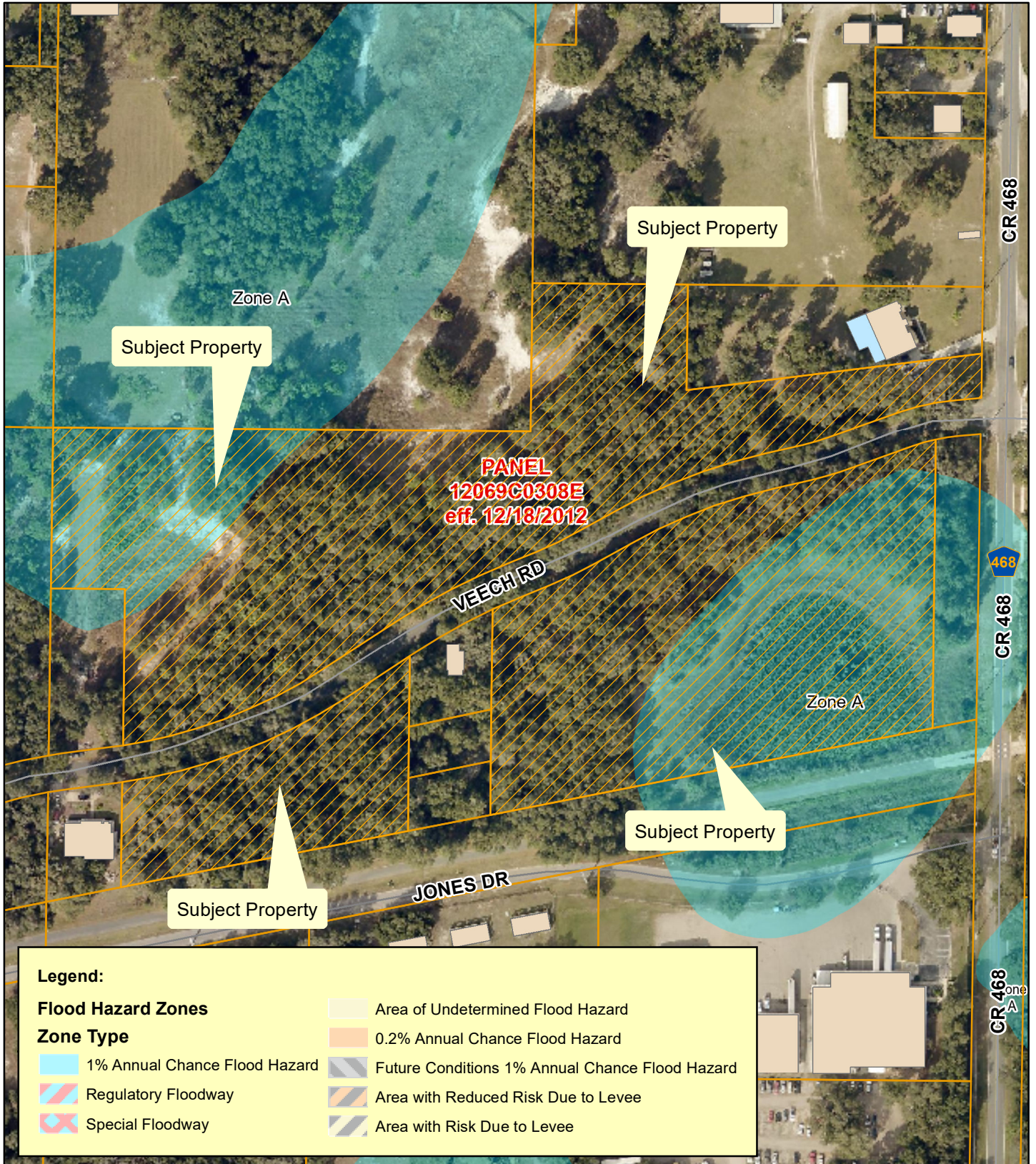


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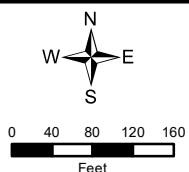


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Flood

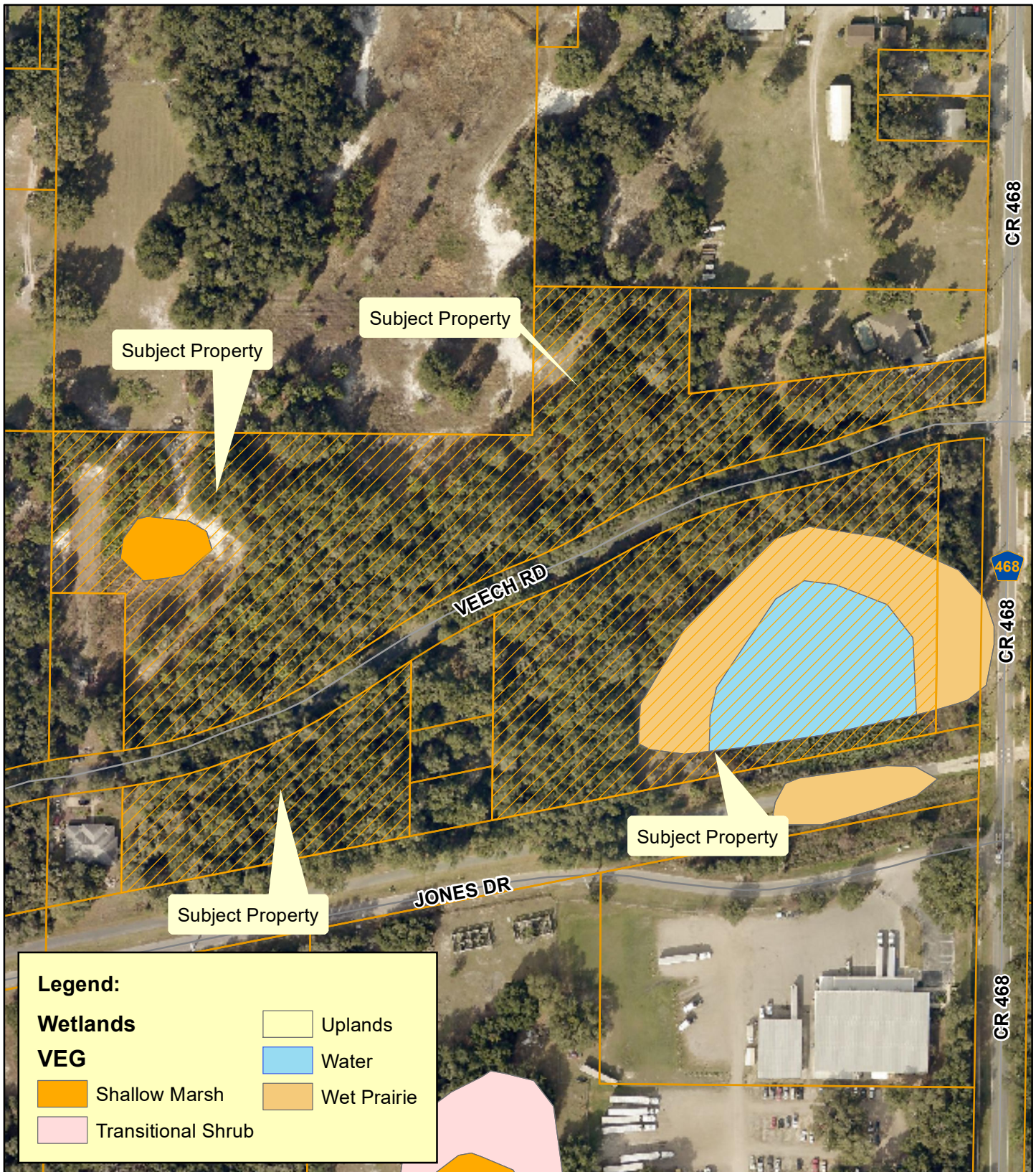


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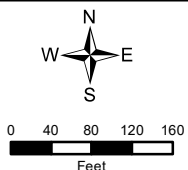


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Wetlands



**Planning
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Division**



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DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, AUGUST 24, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 24th, 2023, in the Commission Chambers at City Hall. Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett
Ted Bowersox
Frazier J. Marshall
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Nathaniel Sanders

The following Commission members were absent:

Rosalind Peebles-Johnson
Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JULY 20, 2023.

Commissioner Stewart Kaplan moved to APPROVE the minutes from the July 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved the minutes from the July 20, 2023 meeting.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 23RD, 2023)** (Homes in Partnership/CWC)

Mr. Miller stated staff would like to, with the Chairman's permission, discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number # SSCP-23-327 – *HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN* and case number # SPUD-23-328 – *HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said this request is to annex into the City, with the accompanying small-scale comp plan and rezoning for this property which is generally located west of County Road 468 and north and south of Veech Road. It is a proposal for 25 single-family residences on approximately 11.7 +/- acres, for a density of 2.2 units/acre.

Planner Melissa Medders presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Lake County School Board indicated that a concurrency review would not be required. For Public responses, we received two written responses for approval.

Mr. Miller also highlighted some of the PUD stating that the PUD is for SFR only, with 60-foot lots widths (60x120) for 7,200 sf per lot. The minimum house size is 1,500 sf with a maximum of 2 stories. There will be requirements for architectural standards and dark sky lighting. The wetlands will be protected with 25-foot buffers. There will be trees required in the front and back yards. The PUD also requires fencing in either a 4-foot split rail or 6-foot vinyl. Access points will be from Veech Road. And a separate recreational area of 5,000 sf is required.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density, Lake County Urban High Density, and City of Leesburg Low Density Residential.
3. The proposed request under Case Number SPUD-23-328, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to the City of Leesburg Low Density Residential and forward this recommendation to the City Commission for consideration.

Mike Rankin, owner of Land Planning Group in Mount Dora, Florida, stated, regarding public perception, that this is an opportunity to demonstrate quality housing throughout Leesburg and not just in presumed areas like 27 and 44. Mr. Rankin said that the only consideration they would ask for is under Land Use, where it says "construction office not to exceed two years" to change that to three years instead.

Dan Miller stated that the overall size of the property is 11.7 acres. There is one acre on the eastern portion in R-2 (Medium Density Residential) zoning, not impacted by the PUD. The ordinance will show two zonings, one for the R-2 zoning and the rest for the SPUD.

Michael Simmons, of 2005 Veech Road, has been in the area for 20 years. He would like to buy one lot and ask to put a privacy fence up for privacy and security reasons. Mr. Miller said that if we could make a recommendation tonight and then have Mr. Simmons discuss with the owner about buying a lot. If not, then Mr. Simmons will still be able to put a fence up on his property. There is also a fence required in the PUD conditions that would be adjacent to Mr. Simmons property.

Pastor John Christian, the property owner, stated that this is a great indication of what Leesburg could become. Pastor Christian said that he lives right across the street from this property. He always loved this property because of the canopy of trees that goes over Veech Road. With 24 new homeowners, it will irradiate a lot of the trash, the gun violence, and the speeding, all of this will be eliminated. The fence will eliminate any concerns about privacy.

Commissioner Ze'Shieca Carter asked if the lots are going to be facing the road. Mr. Miller stated that they would.

Commissioner Frazier Marshall said that he would like to thank staff for the bigger lot sizes.

Commissioner Ted Bowersox asked how many curb cuts would there be. Mr. Miller said possibly thirty-five, but we would need to contact Lake County. Having the lots facing the roadway would have a slowing effect on the street, but we really won't know until the houses are built.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND R-2 (MEDIUM DENSITY RESIDENTIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER**

The Planning & Zoning staff recommended the approval of the request for the following reasons:

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

1. The proposed request for a SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
2. The proposed Future Land Use designation of City of Leesburg Low Density Residential is compatible with adjacent properties having Future Land Use designations of Low Density Residential, Medium Density Residential, and Industrial and with properties in Lake County having a future land use designations of Urban Medium Density and Urban High Density.
3. The site is located near existing city utilities which are available at County Road 468.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) and forward this recommendation to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT with the amendment. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Marshall	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEM

There will be three seats coming up for renewal, Rosalind Peebles-Johnson, Ken Simeone, and Tim Sennett. These terms will expire on September 30, 2023. The City Clerk will be advertising to see if there is anyone else that wants to apply. In September, all of the applications will be taken to City Commission, and then City Commission makes the final decision. At the time, the three commissioners will be contacted and asked to attend the City Commission meeting.

ANNOUNCEMENTS

The next scheduled meeting date is September 21, 2023.

The meeting adjourned at 5:02pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: October 9, 2023

From: Dan Miller, (Planning and Zoning Director), Melissa Medders, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.5 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) to allow for single family development for a property generally located west of County Road 468 and north of Jones Drive, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Homes in Partnership/CWC)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) to allow for single-family development.

Analysis:

The project site is approximately 12.5 +/- acres, and is generally located west of County Road 468 and north of Jones Drive as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow for single family residential. The existing land uses surrounding the property are residential, a place of worship, multifamily residential, food processing, and vacant residential. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on August 24, 2023 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO ALLOW FOR SINGLE FAMILY DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HOMES IN PARTNERSHIP/CWC)

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

Section 1.

Based upon the petition of Michael Rankin, (LPG Urban & Regional Planners, LLC, Agent) and Kenneth Goodwin (Homes in Partnership, Inc., Petitioner) for the Christian Worship Center of Central Florida, Inc. of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

CHRISTIAN PRESERVE
SPUD (SMALL PLANNED UNIT DEVELOPMENT)
Conditions of Development Agreement
August 24, 2023

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Homes in Partnership, Inc., Kenneth Goodwin, 1140 South Grove Street, Eustis, Florida, 32726 “Permittee” (LPG Urban & Regional Planners, LLC, 1162 Camp Ave., Mt. Dora, Florida, 32757 Michael Rankin, - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed residential development consisting of approximately 11.8 acres containing a maximum of 25 detached single-family residential units at a density of 2.2 units per acre, and being generally located west of County Road 468 and north and south of Veech Road, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information. *Note: As a part of, and under the overall zoning ordinance for this property, in an area lying outside these SPUD zoning conditions, the eastern 1.0 +/-acre, lying north of Veech Road and west of CR 468, of the total subject property shall be zoned R-2 (Medium Density residential) as shown on Exhibit B-2, Legal Description.*

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Homes in Partnership, Inc., Kenneth Goodwin, 1140 South Grove Street, Eustis, Florida, 32726 “Permittee” (LPG Urban & Regional Planners, LLC, 1162 Camp Ave., Mt. Dora, Florida, 32757 Michael Rankin, - Agent)** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. LEGAL DESCRIPTION

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

3. LAND USE

The above-described property, containing approximately 11.8 acres shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses (single family attached units)
2. Duplex/Triplex
3. Multi-family units (Apartments)
4. Commercial uses
5. Industrial Uses
6. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 25 detached single-family residential units, at a gross density not to exceed 2.2 units per acre on the approximately 11.8-acre site, as shown on **Exhibit C, Conceptual Development Plan.**

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

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

D. The minimum lot development standards shall be:

- a. Minimum lot width of sixty (60) feet.
- b. Minimum lot depth 120 feet
- c. Minimum lot size shall be 7,200 square feet.
- d. Minimum house size: 1,500 square feet.
- e. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- f. Minimum building setbacks:

Front – 30 feet;
Porch – 24 feet (porch must be a minimum width of 6 feet).
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.

2. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be as noted in in Section B *Development Standards* contained herein; as measured from building wall to building wall.
- c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- d. Maximum building height: two (2) stories or 35 feet.
- e. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- f. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- g. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding

15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

6. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

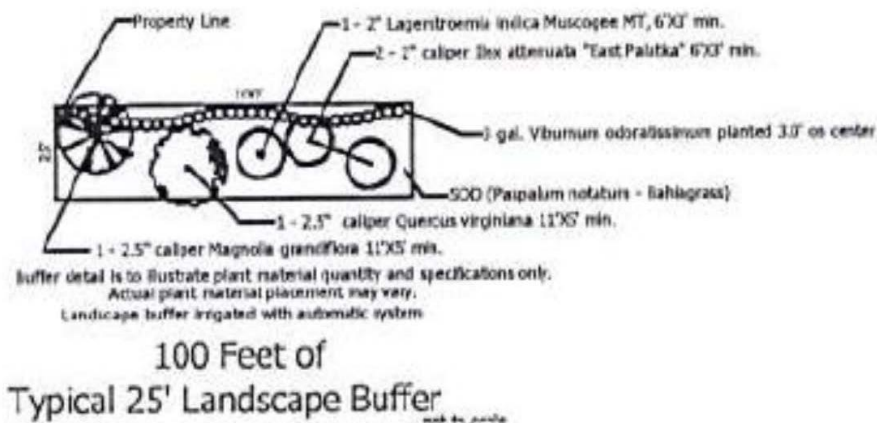
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.
- B. A minimum twenty-five (25) foot undisturbed buffer tract shall be provided along the northern and southern boundaries of the of the property, to include the western boundary of the property lying north of Veech Road. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association. An alternative buffer with plantings as shown in Figure A below, may be provided as an alternative to the undisturbed buffer above.

- C. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- D. A split-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire exterior perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- E. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- F. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



- G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- H. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of access points on Veech Road, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and subject to Lake County review. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. All access points on Veech Road shall be designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake

County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- D. The applicant/developer may choose to provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- F. Roadway interconnectivity shall be provided as shown on the Conceptual Site Plan – Exhibit C, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. Any required roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.

1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of Veech Road, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

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

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 5,000 square feet.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, picnic tables, a dog park area or gazebo, or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD

Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of

some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

PUD

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS AND EXCEPT:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS AND EXCEPT:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

ALSO LESS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE WEST TO THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE 102.12 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.) AND FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE S 82°43'58" W 411.36 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.); THENCE SOUTH 112.58 FEET TO A NON-TANGENT POINT ON THE NORTH RIGHT OF WAY CURVE OF VEECH ROAD (50' WIDE); SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 589.78 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE 119.26 FEET (HAVING A CHORD BEARING AND DISTANCE OF N 73°11'26" EAST 119.05 FEET; THENCE N 78°59'00" EAST 81.94 FEET; THENCE N 66°25'02" EAST 152.23 FEET; THENCE S 89°58'31" EAST 73.57 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE N 00°07'19" EAST, ALONG SAID WEST RIGHT OF WAY, 51.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.714 $\pm$ ACRE.

LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

COMMENCE AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 20, TOWNSHIP 19, RANGE 24, THENCE RUN SOUTH 00 DEGREES 20' 42" WEST FOR 483.58 FEET ALONG SAID SECTION LINE TO A POINT OF BEGINNING, RUN NORTH 79 DEGREES 32' 20" EAST FOR 113.64 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 715 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15 DEGREES 17' 16" A DISTANCE OF 178.30 FEET TO END OF SAID CURVE, RUN NORTH 65 DEGREES 15' 04" EAST FOR 6.36 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 05' 51" A DISTANCE OF 161.04 FEET TO END OF SAID CURVE, RUN NORTH 64 DEGREES 57' 06" EAST FOR 57.99 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1700 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 5 DEGREES 27' 33" A DISTANCE OF 161.98 FEET TO END OF SAID CURVE, RUN NORTH 59 DEGREES 29' 33" EAST FOR 5.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 564.78 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 29' 27" A DISTANCE OF 191.95 FEET TO END OF SAID CURVE, RUN NORTH 78 DEGREES 59' 00" EAST FOR 8469; THENCE RUN NORTH 66 DEGREES 25' 02" EAST FOR 149.76 FEET, THENCE RUN SOUTH 89 DEGREES 58' 40" EAST FOR 68.03 FEET. RETURN TO POINT OF BEGINNING, RUN SOUTH 79 DEGREES 32' 20" WEST FOR 31.70 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 514.98 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 36' 52" A DISTANCE OF 230.22 FEET TO END OF SAID CURVE, RUN SOUTH 53 DEGREES 55' 28" WEST FOR 90.16 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 322.68 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 34' 47" A DISTANCE OF 234.17 FEET TO END OF SAID CURVE, RUN TO A CURVE TO THE LEFT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 34 DEGREES 13' 28" A DISTANCE OF 253.57 FEET TO END OF SAID CURVE, RUN SOUTH 61 DEGREES 16' 47" WEST FOR 246.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07' 58" A DISTANCE OF 126.94 FEET TO END OF SAID CURVE, RUN SOUTH 78 DEGREES 24' 45" WEST FOR 75 FEET.

**Proposed R-2
LEGAL DESCRIPTION**

Commence at the Southeast Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 19 South, Range 24 East, Lake County, Florida; Thence West to the West Right of Way line of County Highway 468; Thence Northerly along said West Right of Way Line 102.12 feet to a 4" Round Concrete Monument (No I.D.) and for the Point of Beginning. From Said Point of Beginning, Thence S 82°43'58" W 411.36 feet to a 4" Round Concrete Monument (No I.D.); Thence South 112.58 feet to a Non-Tangent Point on the North Right of Way Curve of Veech Road (50' wide); Said Curve being Concave Southeasterly having a Radius of 589.78 feet; Thence Northeasterly along Arc of Said Curve 119.26 feet (Having a Chord Bearing and Distance of N 73°11'26" East 119.05 feet; Thence N 78°59'00" East 81.94 feet; Thence N 66°25'02" East 152.23 feet; Thence S 89°58'31" East 73.57 feet to an Intersection with the West Right of Way Line of County Highway 468; Thence N 00°07'19" East, Along said West Right of Way, 51.68 feet to the Point of Beginning. Containing 0.714 $\pm$ acre.

(to be revised as needed to meet PUD standards)

CONCEPTUAL SITE PLAN



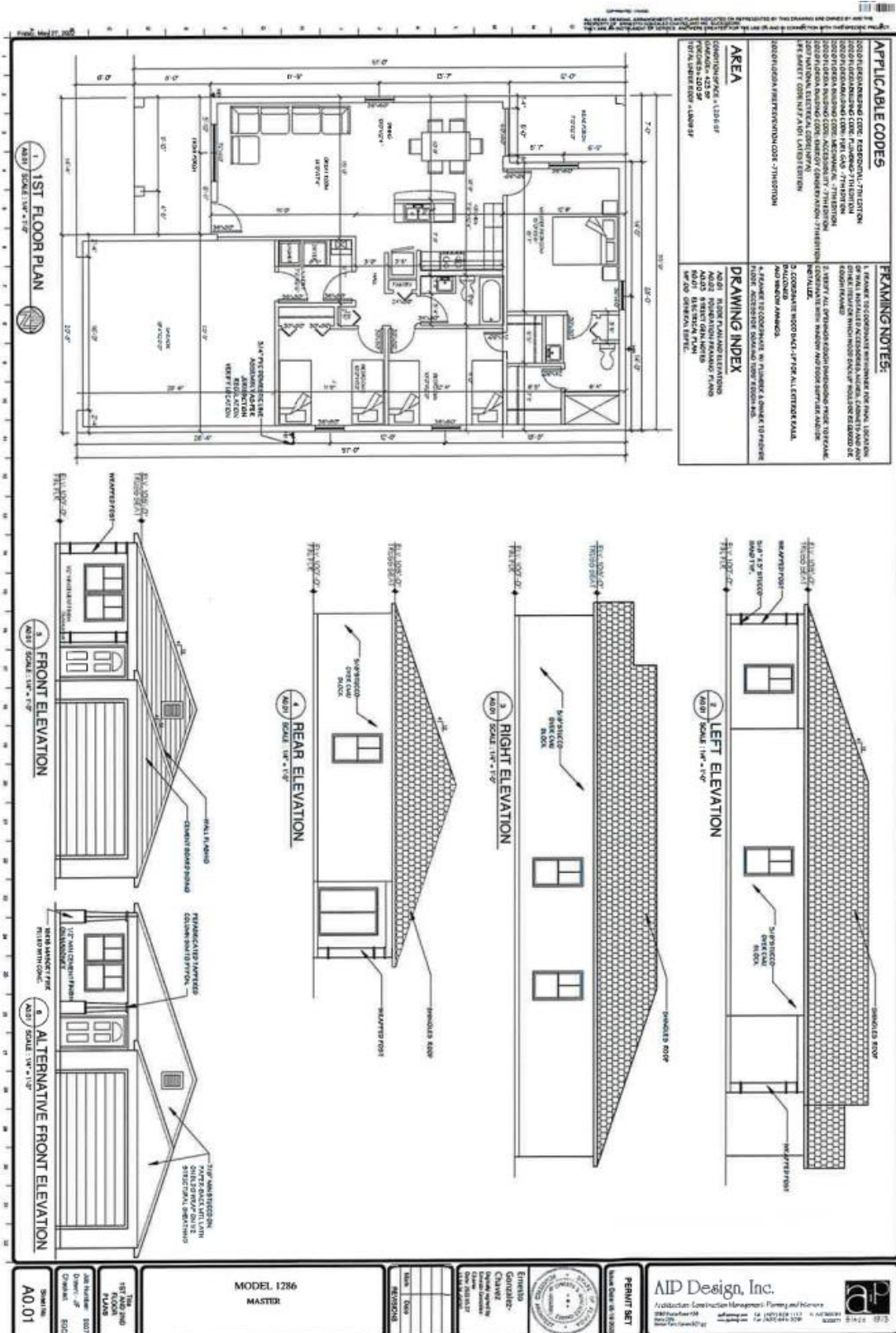


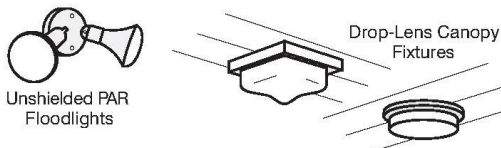
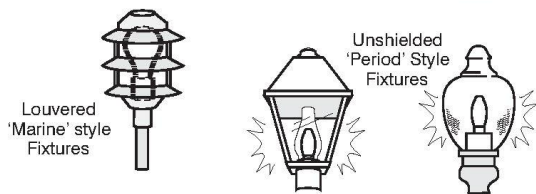
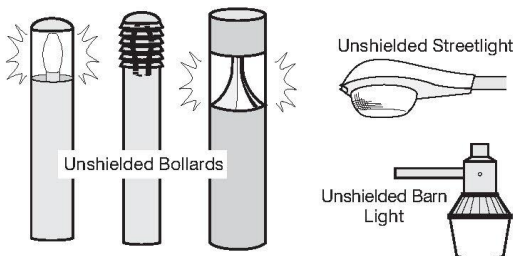
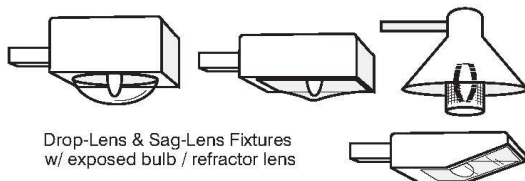
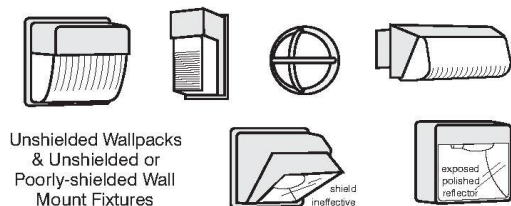
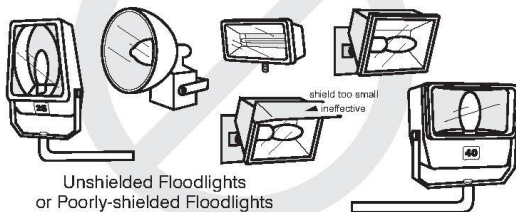
EXHIBIT E

DARK SKY LIGHTING (Acceptable designs)

Examples of Acceptable / Unacceptable Lighting Fixtures

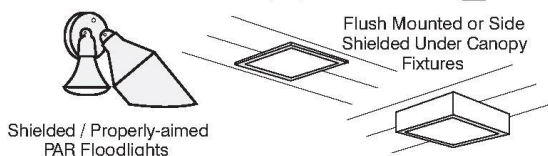
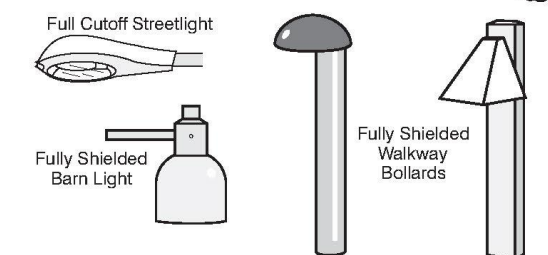
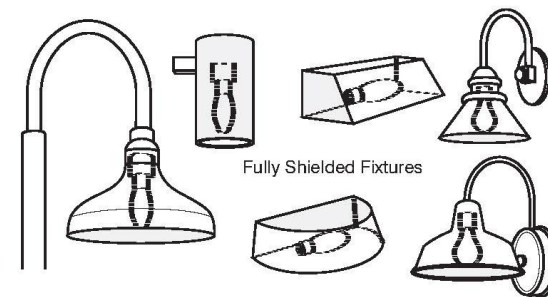
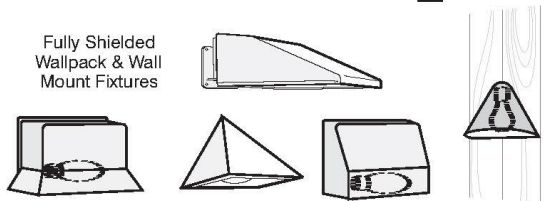
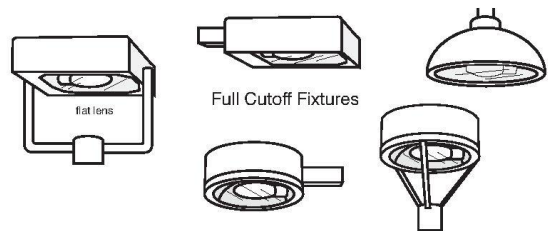
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission

PUD

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE QUARTER SECTION CORNER ON THE WEST BOUNDARY OF THE SAID SECTION 21, RUN THENCE EAST TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE NORTH 198 FEET, THENCE EAST TO THE EAST BOUNDARY OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 21, THENCE SOUTH TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE SOUTH 78 DEGREES 20; WEST TO THE WEST BOUNDARY OF SAID SECTION 21, THENCE NORTH TO THE POINT OF BEGINNING. LESS THE RIGHT OF WAY OF STATE ROAD NO. 468.

ALSO LESS AND EXCEPT:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD WITH THE WEST LINE OF SAID SECTION 21, AND RUN EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT THAT IS 105 FEET EAST OF THE WEST LINE OF SAID SECTION 21, WHEN MEASURED AT RIGHT ANGLES THERETO, THENCE NORTH 420 FEET, THENCE WEST 105 FEET TO THE WEST LINE OF SAID SECTION 21, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 21 TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THAT PART OF THE EAST 100 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD.

ALSO LESS AND EXCEPT:

BEGINNING AT A POINT LOCATED 745 FEET SOUTH 73 DEGREES 6' WEST OF A POINT OF WHICH IS 10 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, THENCE SOUTH 290 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE SEABOARD COAST LINE RAILROAD, THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 116 FEET, THENCE NORTH 285 FEET, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN 198 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, RUN THENCE WEST 445 FEET, THENCE SOUTH 146 FEET 2 INCHES, THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT THAT IS 91 FEET 6 INCHES SOUTH OF THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGIN AT THE WEST QUARTER SECTION CORNER OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, THENCE RUN EAST 660 FEET, THENCE NORTH 198 FEET, THENCE EAST 215 FEET, THENCE SOUTH 146.17 FEET, THENCE EASTERLY TO A POINT 106.5 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, THENCE SOUTH 106.5 FEET, THENCE WEST 100 FEET, THENCE SOUTH TO THE NORTH BOUNDARY OF THE S.A.L. RAILROAD RIGHT OF WAY, THENCE SOUTH ALONG SAID RAILROAD RIGHT-OF-WAY 78 DEGREES 20' WEST TO A POINT 105 FEET EAST OF THE WEST LINE OF THE SAID SECTION, THENCE NORTH 420 FEET, THENCE WEST 105 FEET, THENCE NORTH TO THE POINT OF BEGINNING – LESS BEGIN 10 FEET SOUTH AND SOUTH 73 DEGREES 6' WEST 745 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, RUN SOUTH 290 FEET TO THE S.A.L. RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY 116 FEET, THENCE NORTH 285 FEET, THENCE NORTHEASTERLY 116 FEET TO THE POINT OF BEGINNING AND LESS HIGHWAY 468.

ALSO LESS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE WEST TO THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE 102.12 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.) AND FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE S 82°43'58" W 411.36 FEET TO A 4" ROUND CONCRETE MONUMENT (NO I.D.); THENCE SOUTH 112.58 FEET TO A NON-TANGENT POINT ON THE NORTH RIGHT OF WAY CURVE OF VEECH ROAD (50' WIDE); SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 589.78 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE 119.26 FEET (HAVING A CHORD BEARING AND DISTANCE OF N 73°11'26" EAST 119.05 FEET; THENCE N 78°59'00" EAST 81.94 FEET; THENCE N 66°25'02" EAST 152.23 FEET; THENCE S 89°58'31" EAST 73.57 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF COUNTY HIGHWAY 468; THENCE N 00°07'19" EAST, ALONG SAID WEST RIGHT OF WAY, 51.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.714 $\pm$ ACRE.

LYING WITHIN THE FOLLOWING DESCRIBED CENTERLINE A DISTANCE OF 25 FEET EACH SIDE (50 FEET TOTAL WIDTH):

COMMENCE AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 20, TOWNSHIP 19, RANGE 24, THENCE RUN SOUTH 00 DEGREES 20' 42" WEST FOR 483.58 FEET ALONG SAID SECTION LINE TO A POINT OF BEGINNING, RUN NORTH 79 DEGREES 32' 20" EAST FOR 113.64 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 715 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15 DEGREES 17' 16" A DISTANCE OF 178.30 FEET TO END OF SAID CURVE, RUN NORTH 65 DEGREES 15' 04" EAST FOR 6.36 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 23' 49" A DISTANCE OF 167.83 FEET TO END OF SAID CURVE, RUN NORTH 57 DEGREES 51' 15" EAST FOR 51.48 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1300 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 7 DEGREES 05' 51" A DISTANCE OF 161.04 FEET TO END OF SAID CURVE, RUN NORTH 64 DEGREES 57' 06" EAST FOR 57.99 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1700 FEET, RUN ALONG SAID CURVE HAVING A

CENTRAL ANGLE OF 5 DEGREES 27' 33" A DISTANCE OF 161.98 FEET TO END OF SAID CURVE, RUN NORTH 59 DEGREES 29' 33" EAST FOR 5.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 564.78 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 29' 27" A DISTANCE OF 191.95 FEET TO END OF SAID CURVE, RUN NORTH 78 DEGREES 59' 00" EAST FOR 8469; THENCE RUN NORTH 66 DEGREES 25' 02" EAST FOR 149.76 FEET, THENCE RUN SOUTH 89 DEGREES 58' 40" EAST FOR 68.03 FEET. RETURN TO POINT OF BEGINNING, RUN SOUTH 79 DEGREES 32' 20" WEST FOR 31.70 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 514.98 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 36' 52" A DISTANCE OF 230.22 FEET TO END OF SAID CURVE, RUN SOUTH 53 DEGREES 55' 28" WEST FOR 90.16 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 322.68 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 41 DEGREES 34' 47" A DISTANCE OF 234.17 FEET TO END OF SAID CURVE, RUN TO A CURVE TO THE LEFT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 34 DEGREES 13' 28" A DISTANCE OF 253.57 FEET TO END OF SAID CURVE, RUN SOUTH 61 DEGREES 16' 47" WEST FOR 246.98 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 424.50 FEET, RUN ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07' 58" A DISTANCE OF 126.94 FEET TO END OF SAID CURVE, RUN SOUTH 78 DEGREES 24' 45" WEST FOR 75 FEET.

**Proposed R-2
LEGAL DESCRIPTION**

Commence at the Southeast Corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Township 19 South, Range 24 East, Lake County, Florida; Thence West to the West Right of Way line of County Highway 468; Thence Northerly along said West Right of Way Line 102.12 feet to a 4" Round Concrete Monument (No I.D.) and for the Point of Beginning. From Said Point of Beginning, Thence S 82°43'58" W 411.36 feet to a 4" Round Concrete Monument (No I.D.); Thence South 112.58 feet to a Non-Tangent Point on the North Right of Way Curve of Veech Road (50' wide); Said Curve being Concave Southeasterly having a Radius of 589.78 feet; Thence Northeasterly along Arc of Said Curve 119.26 feet (Having a Chord Bearing and Distance of N 73°11'26" East 119.05 feet; Thence N 78°59'00" East 81.94 feet; Thence N 66°25'02" East 152.23 feet; Thence S 89°58'31" East 73.57 feet to an Intersection with the West Right of Way Line of County Highway 468; Thence N 00°07'19" East, Along said West Right of Way, 51.68 feet to the Point of Beginning. Containing 0.714 $\pm$ acre.



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: August 24, 2023
OWNER: Christian Worship Center of Central Florida, Inc.
PETITIONER: Michael Rankin, LPG Urban & Regional Planners, LLC on behalf of Christian Worship Center of Central Florida, Inc.
PROJECT: Homes in Partnership/CWC – Christian Preserve
REQUEST: Rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development)
CASE NO.: SPUD-23-328

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
2. The proposed Future Land Use designation of City of Leesburg Low Density Residential is compatible with adjacent properties having Future Land Use designations of Low Density Residential, Medium Density Residential, and Industrial and with properties in Lake County having a future land use designations of Urban Medium Density and Urban High Density.
3. The site is located near existing city utilities which are available at County Road 468.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) and forward this recommendation to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 24, 2023
OWNER: Christian Worship Center of Central Florida, Inc.
PETITIONER: Michael Rankin, LPG Urban & Regional Planners, LLC on behalf of Christian Worship Center of Central Florida, Inc.
PROJECT: Homes in Partnership/CWC – Christian Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-23-326; SSCP-23-327; SPUD-23-328

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No Comments from Police. – Robert Hicks 08/03/2023

FIRE

In reference to Case Number SSCP-23-327 and SPUD-23-328 Homes in Partnership (CWC)

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCP-23-327 and SPUD-23-328 Homes in Partnership (CWC) is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with **4.1.2.3**
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time.

– Amanda Stevenson 08/03/2023

ELECTRIC

Electric Dept has no objections. Easements will be required for underground electric. – Steve Davis
08/03/2023

GAS

No comments received as of 08/18/2023

GIS

No comments received as of 08/18/2023

BUILDING

No comments received as of 08/18/2023

PUBLIC WORKS

No comments received as of 08/18/2023

ADDRESSING

No comments received as of 08/18/2023

ECONOMIC DEVELOPMENT

No comments received as of 08/18/2023

LAKE COUNTY PUBLIC WORKS

No comments received as of 08/18/2023

LAKE COUNTY SCHOOLS

The school district has reviewed the proposed project consisting of 25 SF units.

The district issued an Adequate Public Facilities determination. I have attached a copy for your file.

The project is subject to school concurrency review prior to final development order approval.

– Helen LaValley 08/07/2023



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
Tyler Brandenburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

June 5, 2023

Mr. Michael Rankin
LPG Urban & Regional Planners
1162 Camp Avenue
Mount Dora, Florida 32757

**RE: Christian Preserve – Leesburg
Adequate Public Facilities Determination (LCS APF12-2023)
Alt Key(s): 1700256**

Dear Mr. Rankin:

The School District has reviewed the above referenced development information proposing 25 single-family dwelling units on approximately 13 acres. The subject property is located at Veech Road and County Road 468 in the Leesburg area.

The proposed development has the potential to generate approximately nine (9) students for the Lake County School system. Based on current school attendance zones, the schools impacted by the proposed residential project and their projected capacities are as follows:

- | | |
|------------------------------------|---------------|
| • Fruitland Park Elementary School | 113% Capacity |
| • Oak Park Middle School | 84% Capacity |
| • Leesburg High School | 84% Capacity |

Currently, the district's Five-Year Capital Plan does include funding in the first two years of the plan for Beverly Shores Elementary modernization and a replacement school for Fruitland Park Elementary. These projects will provide some capacity relief at the elementary school level. The District is aware of the residential growth in the Fruitland Park/Leesburg area and will continue to monitor to determine the need and timing of capacity relief projects in the future.

Please be advised that the information contained in this letter **does not** constitute school concurrency review. The capacities referenced above do not include current valid capacity reservations. Proportionate share mitigation may be required at time of school concurrency review.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at lavalleyh@lake.k12.fl.us.

Sincerely,


Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Analysis Revised



**Lake County Schools
Adequate Public Facilities
Determination**

REVIEWING AUTHORITY	Lake County Schools					APF12-2023
PROJECT NAME/CASE#	Christian Preserve					
ITEM DESCRIPTION	25 Single-family units					
LOCATION	Veech Road at County Road 468, approx. 13 acres					
AK's	1700256					
	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts	
NEW DU IMPACT (units)				25	0	
STUDENT GENERATION	0.350	0.282	0.185	9	0	
Elementary School	0.157	0.153	0.095	4	0	
Middle School	0.079	0.061	0.044	2	0	
High School	0.114	0.068	0.046	3	0	
*Students generated may differ from distribution percentages due to rounding						
CSA #9						
	Enrollment 2022-2023	Permanent Capacity*	Projected Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Fruitland Park Elementary	736	652	113%	740	113%	Yes
Oak Park Middle	577	687	84%	579	84%	No
Leesburg High	1,646	1,963	84%	1,649	84%	No
Lake County School District Five-Year Plan, Fiscal Year 2023/2027						
Comments:	Sidewalks and pedestrian access were not reviewed.					
Please note that this is NOT a School Concurrency capacity reservation.						
*Permanent capacity does not include relocatables/portables.						
This review does not include already reserved capacities.						
Prepared by: Helen LaValley, Lake County Schools Growth Planning Dept.				Issue Date: revised 7/5/2023		

PUBLIC RESPONSES

Approval

2

Disapproval

No comments as of 08/18/2023

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

(1)

We are cautiously in agreement with the rezoning request.

In the past there were times we were very delusional with what is called progress for the area. I don't believe any of us in the community can forget the horrors of "The Christin Apartments". We hope to never see that kind of housing in our community again. In the name of progress (rezoning) we hope the following actions **do not happen.**

1. That our recorded low wet areas are not destroyed.
2. That everyone keeps in mind that we are trying to build and change the ugly perception that our area is unsafe along with many other adjectives that I have read in our local newspaper. There are those that have raised families and would like to see a better image of our future growth in our community. After all, we will leave legacies here and we like for them to be a little more positive for our next generation.
3. Last but not the least we hope all the parties involved in the development say what they mean and mean what they say.

– Andrew L. & Gale E. Brown

(2)

Great improvement to neighborhood, Clean up community and road way, illegal littering and dumping with new homes. Win Win Win.

– John H. Christian, 903 CR 468, Leesburg, FL 34748

PUBLIC COMMENTS (DISAPPROVAL)

PUBLIC COMMENTS (UNDECIDED)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 24, 2023
OWNER: Christian Worship Center of Central Florida, Inc.
PETITIONER: Michael Rankin, LPG Urban & Regional Planners, LLC on behalf of Christian Worship Center of Central Florida, Inc.
PROJECT: Homes in Partnership/CWC – Christian Preserve
REQUEST: Small Scale Comprehensive Plan Amendment to Low Density Residential; Zoning to SPUD (Small Planned Unit Development)
CASE NO.: ANNX-23-326; SSCP-23-327; SPUD-23-328

GENERAL LOCATION: West of C.R. 468, north of Jones Drive, off of Veech Road.

FUTURE LAND USE DESIGNATION: Vacant Institutional

SURROUNDING FUTURE LAND USE DESIGNATION:

North	–	Low Density Residential; Medium Density Residential; Lake County Urban Medium Density
South	–	Industrial; Lake County Urban Medium Density
East	–	Low Density Residential; Lake County Urban High Density
West	–	Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Low Density Residential

EXISTING ZONING DESIGNATION: Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:

North	–	R-2 (Medium Density Residential); Lake County RP (Residential Professional)
South	–	Public; R-2 (Medium Density Residential); M-1 (Industrial); Lake County R-6 (Urban Residential District)
East	–	C-1 (Neighborhood Commercial); SPUD (Small Planned Unit Development); Lake County RP (Residential Professional)
West	–	Lake County R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD and R-2 (Medium Density Residential)

EXISTING LAND USE: Vacant Institutional

SURROUNDING LAND USE:

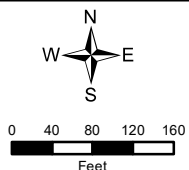
North	–	Residential
South	–	Vacant Residential; Multifamily Residential; Food Processing
East	–	Vacant Residential
West	–	Vacant Residential

PROPOSED LAND USE: Residential

Aerial



**Planning
& Zoning
Division**

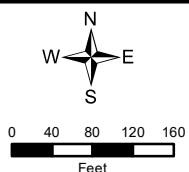


Homes in Partnership/CWC - Christian Preserve
ANNX-23-326; SSCP-23-327; SPUD-23-328
West of Co. Road 468, North of Jones Drive, off of Veech Road
Section 21, Township 19 South, Range 24 East
Alternate Key #: 1700256
July 11, 2023

Lake County Zoning



**Planning
& Zoning
Division**

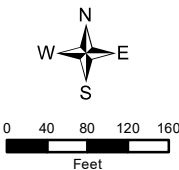


Homes in Partnership/CWC - Christian Preserve
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City of Leesburg Zoning



**Planning
& Zoning
Division**

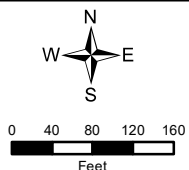


Homes in Partnership/CWC - Christian Preserve
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PROPOSED Zoning



**Planning
& Zoning
Division**

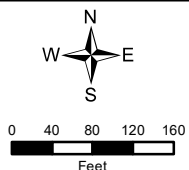


Homes in Partnership/CWC - Christian Preserve
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Community Redevelopment Area

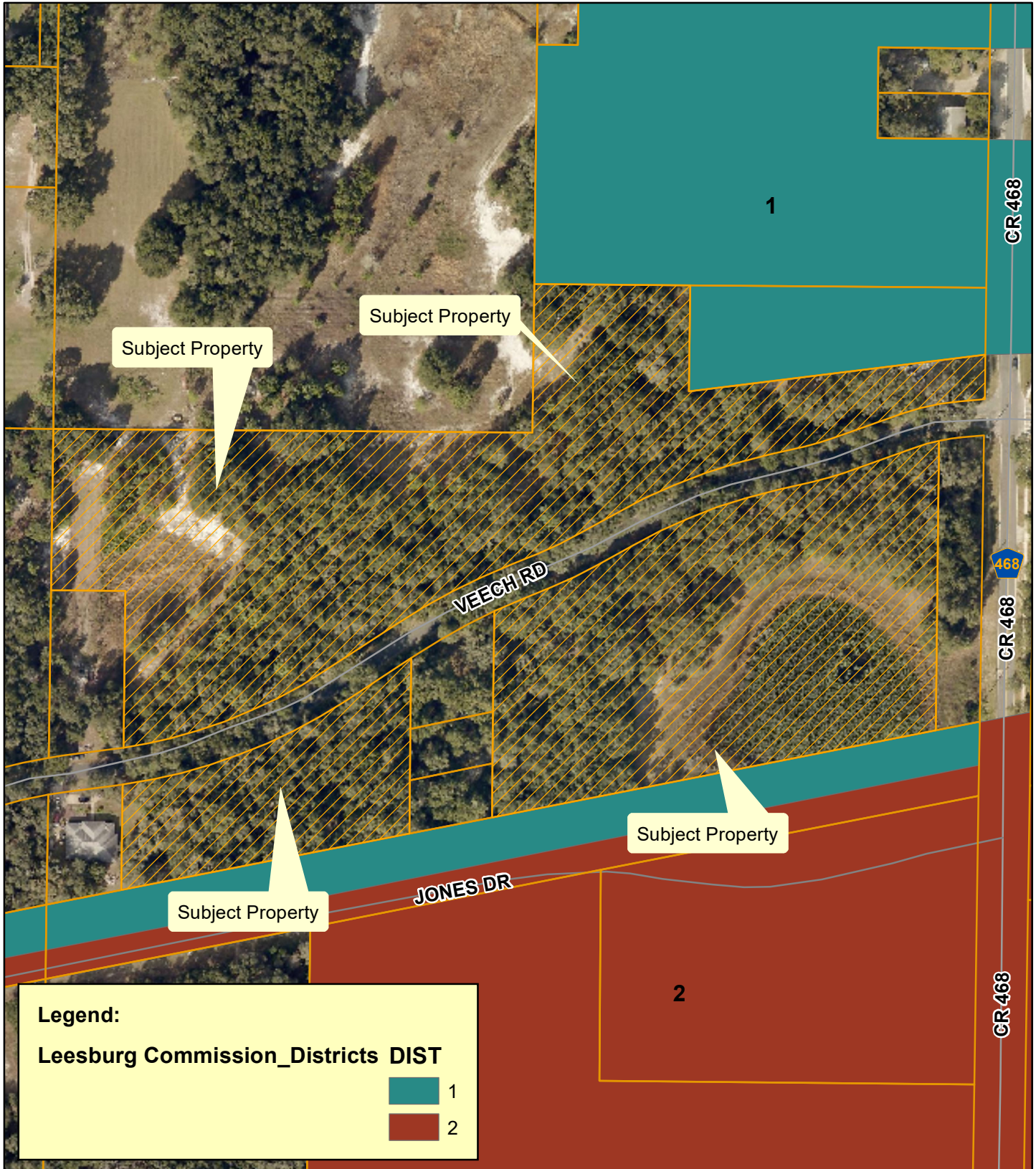


**Planning
& Zoning
Division**



Homes in Partnership/CWC - Christian Preserve
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Commission Districts



**Planning
& Zoning
Division**

Homes in Partnership/CWC - Christian Preserve
 ANN-23-326; SSCP-23-327; SPUD-23-328
 West of Co. Road 468, North of Jones Drive, off of Veech Road
 Section 21, Township 19 South, Range 24 East
 Alternate Key #: 1700256
 July 11, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, AUGUST 24, 2023, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 24th, 2023, in the Commission Chambers at City Hall. Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett
Ted Bowersox
Frazier J. Marshall
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Nathaniel Sanders

The following Commission members were absent:

Rosalind Peeples-Johnson
Ken Simeone

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Senior Planner, Dianne Yekel, Senior Planner, Christine Rock, Senior Planner, Max Van Allen, Planner, and Melissa Medders, Planner. City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Attorney Grant Watson swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JULY 20, 2023.

Commissioner Stewart Kaplan moved to APPROVE the minutes from the July 20, 2023 meeting. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Marshall	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes

Seven yeas, no nays, the Planning Commission approved the minutes from the July 20, 2023 meeting.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG LOW DENSITY RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER 23RD, 2023)** (Homes in Partnership/CWC)

Mr. Miller stated staff would like to, with the Chairman's permission, discuss the first two cases together, and then have the votes taken at the end of discussion for each case.

Dan Miller introduced case number # SSCP-23-327 – *HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN* and case number # SPUD-23-328 – *HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave some background information on the project. He said this request is to annex into the City, with the accompanying small-scale comp plan and rezoning for this property which is generally located west of County Road 468 and north and south of Veech Road. It is a proposal for 25 single-family residences on approximately 11.7 +/- acres, for a density of 2.2 units/acre.

Planner Melissa Medders presented the maps and photo exhibits demonstrating the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Lake County School Board indicated that a concurrency review would not be required. For Public responses, we received two written responses for approval.

Mr. Miller also highlighted some of the PUD stating that the PUD is for SFR only, with 60-foot lots widths (60x120) for 7,200 sf per lot. The minimum house size is 1,500 sf with a maximum of 2 stories. There will be requirements for architectural standards and dark sky lighting. The wetlands will be protected with 25-foot buffers. There will be trees required in the front and back yards. The PUD also requires fencing in either a 4-foot split rail or 6-foot vinyl. Access points will be from Veech Road. And a separate recreational area of 5,000 sf is required.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request for a Small-Scale Comprehensive Plan amendment is compatible with the adjacent future land use designations of Lake County Urban Medium Density, Lake County Urban High Density, and City of Leesburg Low Density Residential.
3. The proposed request under Case Number SPUD-23-328, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** staff's recommendation to change the future land use of the subject property from Lake County Urban Medium Density to the City of Leesburg Low Density Residential and forward this recommendation to the City Commission for consideration.

Mike Rankin, owner of Land Planning Group in Mount Dora, Florida, stated, regarding public perception, that this is an opportunity to demonstrate quality housing throughout Leesburg and not just in presumed areas like 27 and 44. Mr. Rankin said that the only consideration they would ask for is under Land Use, where it says "construction office not to exceed two years" to change that to three years instead.

Dan Miller stated that the overall size of the property is 11.7 acres. There is one acre on the eastern portion in R-2 (Medium Density Residential) zoning, not impacted by the PUD. The ordinance will show two zonings, one for the R-2 zoning and the rest for the SPUD.

Michael Simmons, of 2005 Veech Road, has been in the area for 20 years. He would like to buy one lot and ask to put a privacy fence up for privacy and security reasons. Mr. Miller said that if we could make a recommendation tonight and then have Mr. Simmons discuss with the owner about buying a lot. If not, then Mr. Simmons will still be able to put a fence up on his property. There is also a fence required in the PUD conditions that would be adjacent to Mr. Simmons property.

Pastor John Christian, the property owner, stated that this is a great indication of what Leesburg could become. Pastor Christian said that he lives right across the street from this property. He always loved this property because of the canopy of trees that goes over Veech Road. With 24 new homeowners, it will irradiate a lot of the trash, the gun violence, and the speeding, all of this will be eliminated. The fence will eliminate any concerns about privacy.

Commissioner Ze'Shieca Carter asked if the lots are going to be facing the road. Mr. Miller stated that they would.

Commissioner Frazier Marshall said that he would like to thank staff for the bigger lot sizes.

Commissioner Ted Bowersox asked how many curb cuts would there be. Mr. Miller said possibly thirty-five, but we would need to contact Lake County. Having the lots facing the roadway would have a slowing effect on the street, but we really won't know until the houses are built.

This was the end of the discussion and the voting then took place.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Kaplan	Yes
Commissioner O'Kelley	Yes
Commissioner Sanders	Yes
Chairman Sennett	Yes
Commissioner Marshall	Yes

Seven yeas, no nays, the Planning Commission approved case # SSCP-23-327 – HOMES IN PARTNERSHIP/CWC – SMALL SCALE COMPREHENSIVE PLAN.

Chairman Sennett called for a vote on the second case.

2) PUBLIC HEARING CASE # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 12.5 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) AND R-2 (MEDIUM DENSITY RESIDENTIAL), FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF JONES DRIVE, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, SEPTEMBER 11TH, 2023 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, OCTOBER**

The Planning & Zoning staff recommended the approval of the request for the following reasons:

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

1. The proposed request for a SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) zoning is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), R-6 (Urban Residential District), and R-7 (Mixed Residential District) and the City of Leesburg R-2 (Medium Density Residential), P (Public), and M-1 (Industrial).
2. The proposed Future Land Use designation of City of Leesburg Low Density Residential is compatible with adjacent properties having Future Land Use designations of Low Density Residential, Medium Density Residential, and Industrial and with properties in Lake County having a future land use designations of Urban Medium Density and Urban High Density.
3. The site is located near existing city utilities which are available at County Road 468.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and R-2 (Medium Density Residential) and forward this recommendation to the City Commission for consideration.

Commissioner Nathaniel Sanders made a motion to APPROVE case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT with the amendment. Commissioner Ze'Shieca Carter SECONDED the motion.

The roll call vote was:

Commissioner O'Kelley	Yes
Commissioner Marshall	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner Bowersox	Yes
Commissioner Carter	Yes
Commissioner Sanders	Yes

Seven yeas, no nays, the Planning Commission approved case # SPUD-23-328 – HOMES IN PARTNERSHIP/CWC – SMALL PLANNED UNIT DEVELOPMENT.

DISCUSSION ITEM

There will be three seats coming up for renewal, Rosalind Peebles-Johnson, Ken Simeone, and Tim Sennett. These terms will expire on September 30, 2023. The City Clerk will be advertising to see if there is anyone else that wants to apply. In September, all of the applications will be taken to City Commission, and then City Commission makes the final decision. At the time, the three commissioners will be contacted and asked to attend the City Commission meeting.

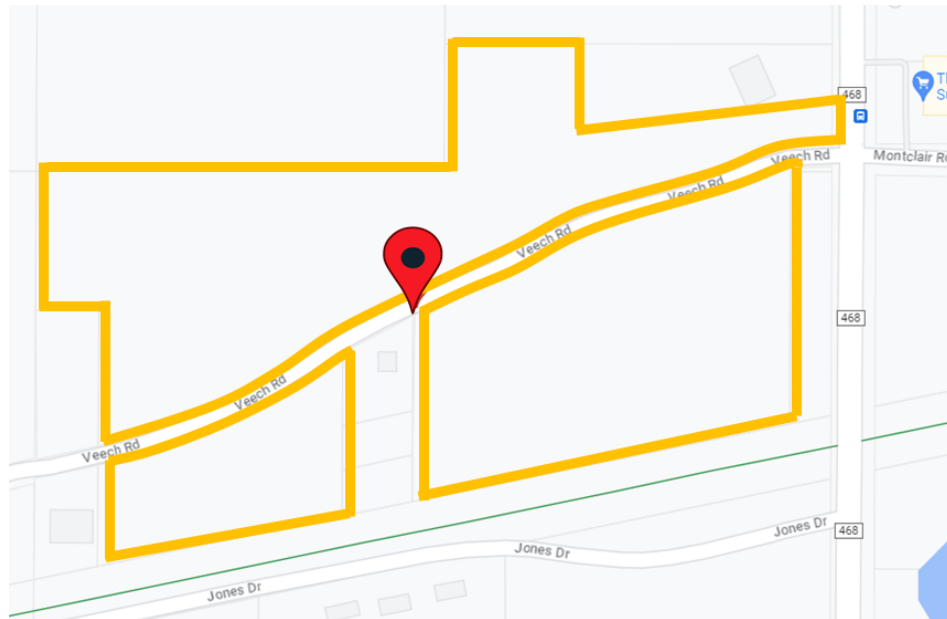
ANNOUNCEMENTS

The next scheduled meeting date is September 21, 2023.

The meeting adjourned at 5:02pm

Tim Sennett, Chairperson

Dianne Yekel, Senior Planner



Looking North across Veech Road onto Subject Property



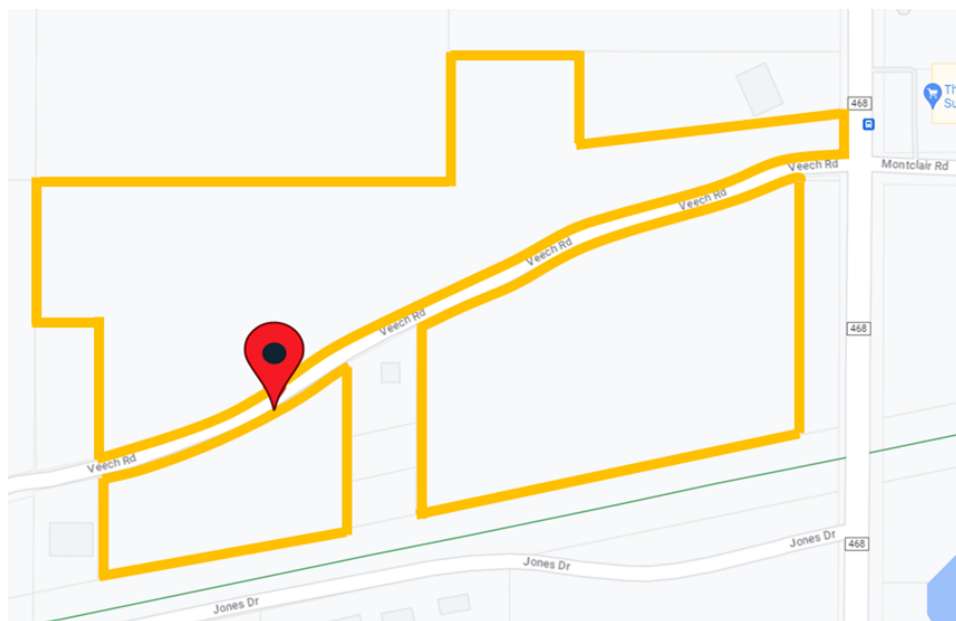
Looking East along Veech Road towards CR 468



Looking South across Veech Road from Subject Property



Looking West along Veech Road





Looking North across Veech Road from Subject Property



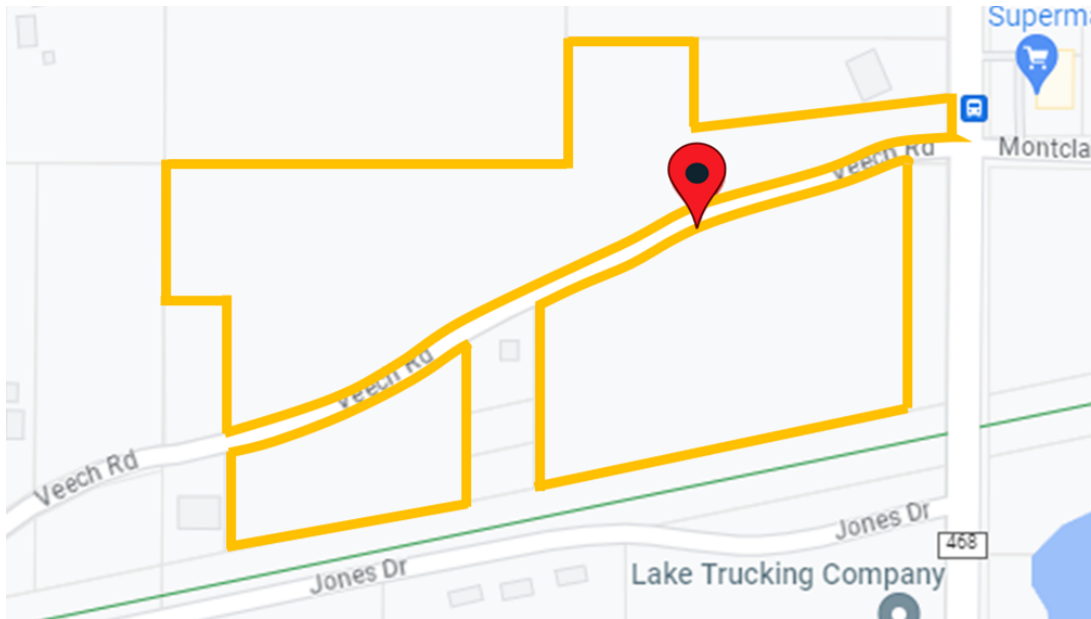
Looking East along Veech Road from Subject Property



Looking South across Veech Road onto Subject Property



Looking West along Veech Road from Subject Property



Looking North across Veech Road onto Subject Property



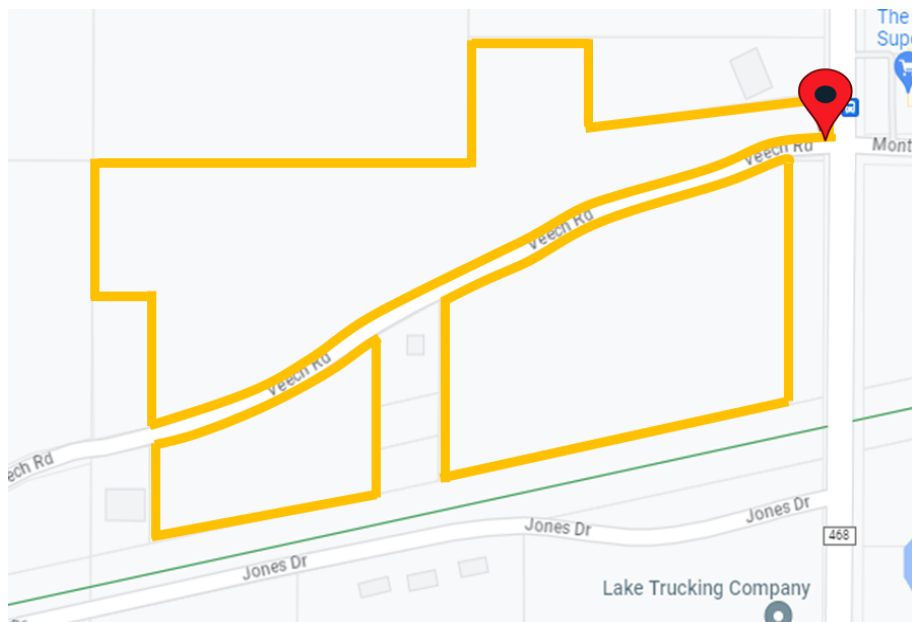
Looking East along Veech Road towards CR 468



Looking South across Veech Road onto Subject Property



Looking West along Veech Road from Subject Property





Closeup of Sign looking onto Subject Property



Looking North along CR 468 from Subject Property



Looking East across CR 468 from Subject Property



Looking South along CR 468 from Subject Property



Looking West across CR 468 onto Subject Property

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: October 9, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, correcting a scrivener's error on Ordinance 22-17, Hills at Leesburg; pertaining to side setbacks, and adding a requirement for gutters; for a property consisting of approximately 41.69 acres; and being generally located east of County Road 44 and north of Seng Road, as legally described in Section 01, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hills at Leesburg PUD scriveners)

Staff Recommendation:

Staff recommends approval of the request to correct a scrivener's error on the Hills at Leesburg, PUD 22-17.

Analysis:

In preparing to close a deal on the purchase of the subject property and subsequently submit a plan for development, the applicant advised staff that the side setbacks were agreed at public hearings to be five feet instead of the 7.5 feet, as shown in the PUD zoning under Ordinance 22-17. Staff did review the minutes of the meetings, and found this correction request to be accurate and necessary. Staff has therefore amended the PUD to reflect the requested change as previously approved, and based on other recent zoning case requirements, added a requirement for gutters on lots with side setbacks of less than 7.5 feet in width, to ensure appropriate drainage of individual lots. All other requirements of the PUD remain unchanged.

Procurement Analysis:

N/A

Options:

1. Approve the request to correct the scrivener's error; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact anticipated from this request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CORRECTING A SCRIVENER'S ERROR ON ORDINANCE 22-17, HILLS AT LEESBURG; PERTAINING TO SIDE SETBACKS, AND ADDING A REQUIREMENT FOR GUTTERS; FOR A PROPERTY CONSISTING OF APPROXIMATELY 41.69 ACRES; AND BEING GENERALLY LOCATED EAST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (HILLS AT LEESBURG PUD SCRIVENERS)

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

Section 1.

Based upon the petition of Mr. Geoff L. Summit, (G.L. Summitt Engineering, 3667 Simonton Place, Lake Mary, Florida 32746) the petitioner of the property hereinafter described, for the property known as The Hills at Leesburg subdivision, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, under Ordinance 22-17, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, the language within said ordinance is hereby amended to allow for revised side setbacks and gutters, to-wit:

Section 4.D.1.f is hereby revised to read:

f. Minimum building setbacks;

Front: 25 feet

Porch/Garage - 20 feet (porch must be a minimum width of 6 feet)

Rear - 18 feet

Side - ~~7.5~~ 5 feet

Corner Side - 15 feet

AND:

Section 4.D.2.a is hereby revised to read:

Minimum distance between structures shall be ~~fifteen (15)~~ ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line. All residential structures having a side setback of less than 7.5 feet shall have gutters installed on the sides of the structure in a manner to direct stormwater away from the foundation of the structure and into the appropriate drainage/retention conveyance as shown on the approved site and construction plans for each lot on the plan.

Section 2.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 9th day of October 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

(note: underline = new text; ~~strikethrough~~ = deleted text)

THE HILLS AT LEESBURG
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
February 14, 2022

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 “Permittee” (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 118 single family residential units on approximately 42 acres, generally located west of County Road 44 and north of Seng Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **The Hills at Leesburg, (Keith A. & Fay E. Jenkins) 37515 Felkins Road, Leesburg, Florida, 34788 “Permittee” (G & L Summitt Engineering, Inc, 3667 Simonton Place, Lake Mary, Florida, 32746 - Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 42 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

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

B. Prohibited Uses

1. Townhouses
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 118 single family residential units, at a gross density not to exceed 2.83 units per acre on the approximately 42-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

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

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For all lots:

- a. Minimum house size: 1,800 square feet.
- b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- c. Minimum lot size shall be 6000 square feet.
- d. Minimum width 50 feet
- e. Minimum depth 120 feet

- f. Minimum building setbacks:
 Front – 25 feet;
 Porch/Garage – 20 feet (porch must be a minimum width of 6 feet).
 Rear – 18 feet;
 Side – ~~7.5 feet~~; 5 feet
 Corner Side – 15 feet.

2. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be ~~fifteen (15)~~ ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line. All residential structures having a side setback of less than 7.5 feet shall have gutters installed on the sides of the structure in a manner to direct stormwater away from the foundation of the structure and into the appropriate drainage/retention conveyance as shown on the approved site and construction plans for each lot on the plan.
- c. Maximum building height: two (2) stories or 35 feet.
- d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- e. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- f. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries
 - 5. Cupolas
 - 6. Pillars or decorative posts
 - 7. Bay window (minimum 12-inch projections)
 - 8. Eaves (minimum 6-inch projections)
 - 9. Front windows with arched glass tops and minimum 4-inch trim.
 - 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.

11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

6. LANDSCAPING & BUFFER REQUIREMENTS

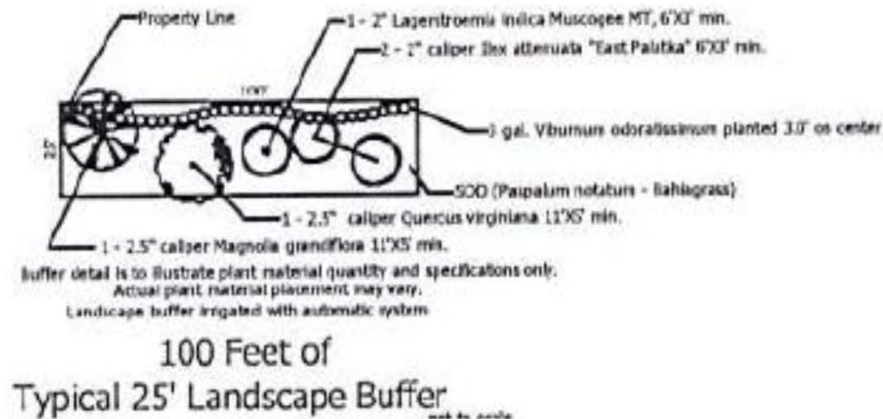
- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

- B. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, and selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*. All other requirements for tree planting based on lot size shall remain in effect.
- C. A spilt-rail fence, of either wood or vinyl construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence shall be allowed as an option to the split-rail fence.
- D. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- E. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



- F. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- G. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall have at least one access point on County Road 44, as prescribed by Lake County Public Works, and shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
- B. The main access point on County Road 44 shall be constructed in a "boulevard-type" roadway, having a landscaped medial area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Manager or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.

- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. **STORMWATER/DRAINAGE MANAGEMENT**

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.

2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.

- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 0.55 acres, or 200 square feet per unit.
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

- 1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or

lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

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

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

- 1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

The Hills at Leesburg

LEGAL DESCRIPTION***LEGAL DESCRIPTION***

Description (per Title Commitment):

Parcel 1

Lots 3 and 4, Block 16, Lots 1, 2, 3 and 4, Block 17 and Lots 11 and 12, Block 18, Revised and Corrected Plat of Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida. TOGETHER WITH that portion of vacated Hill Road, Walker Road, Tuller Road and Seng Road as more particularly described in that certain Corrected Resolution No. 2006-27 recorded October 17, 2008, in Official Records Book 3691, Page 233, Public Records of Lake County, Florida.

AND

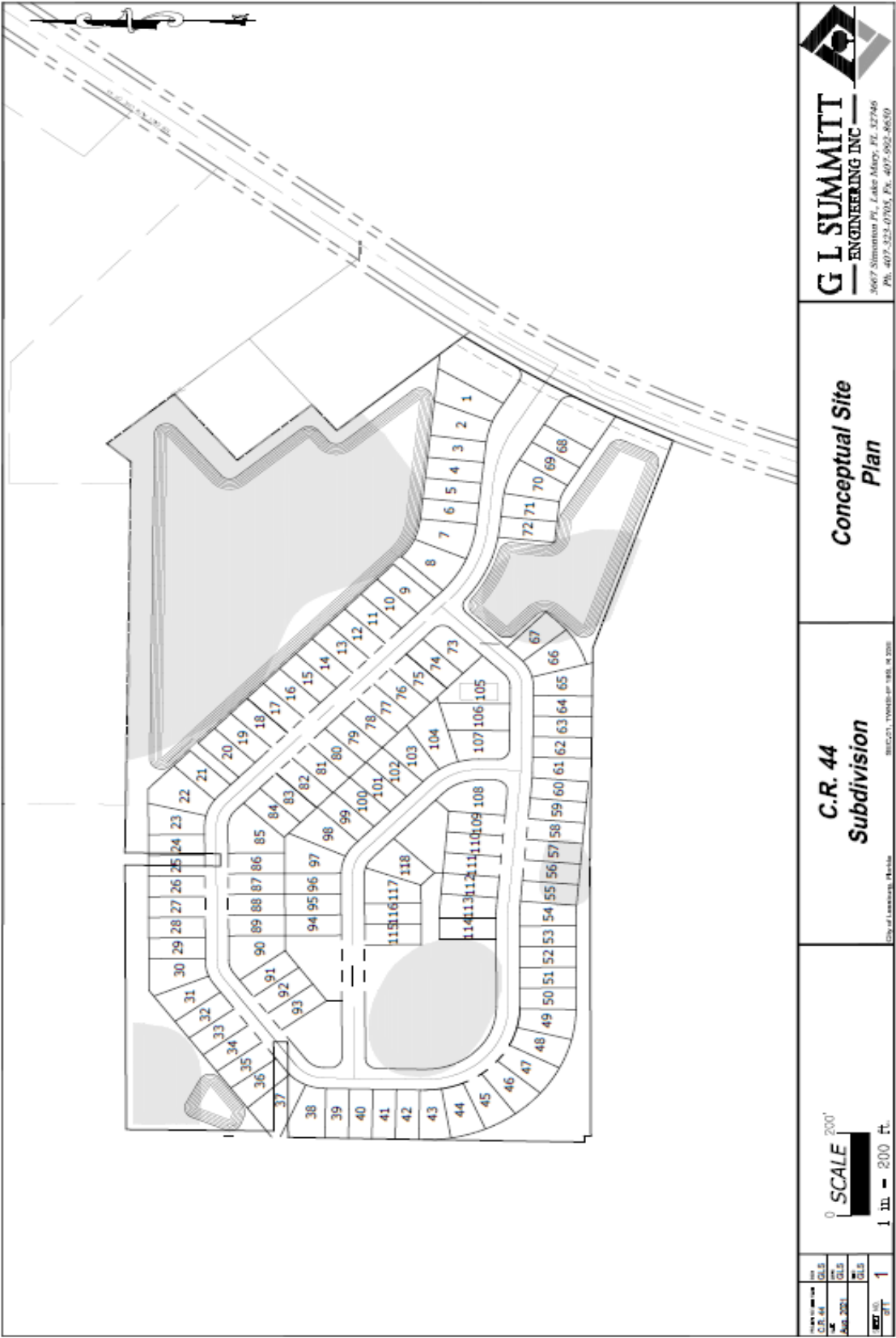
Parcel 2

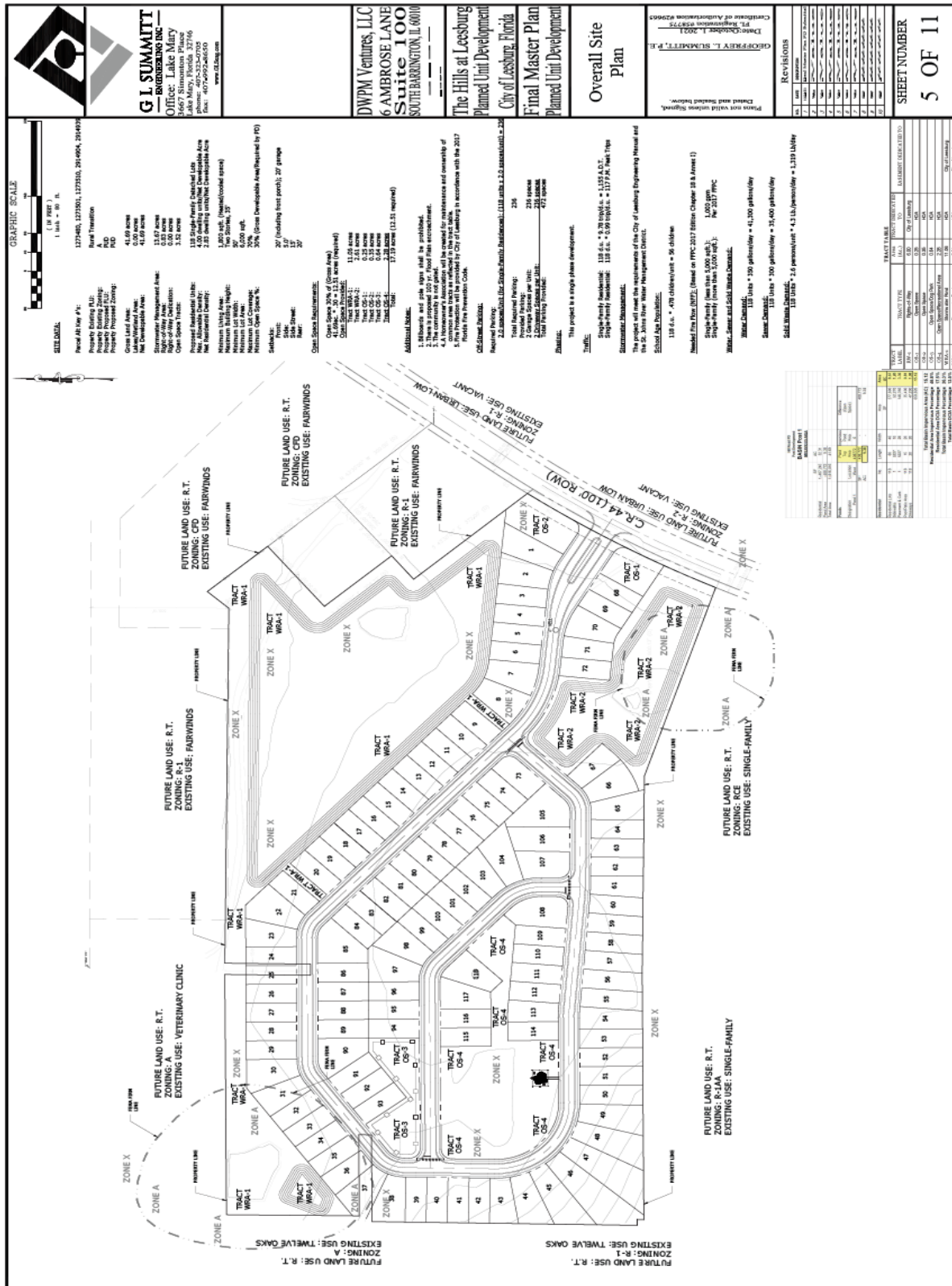
Lot 6 and that part of Lot 7, Block 18, Revised and Corrected Plat of the Re-Subdivision of Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, described as follows: Begin at the Northeasterly corner of Lot 7, Block 18, run North 89 degrees 59 minutes 02 seconds West 600.13 feet; thence run South 71 degrees 56 minutes 19 seconds East 545.67 feet to the Westerly line of State Road 44, said point being on a curve concave Easterly and having a radius of 2910.01 feet and a radial bearing of North 66 degrees 08 minutes 38 seconds West; thence run Northeasterly along the arc of said curve through a central angle of 03 degrees 41 minutes 37 seconds, a distance of 187.60 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lots 6 and 7, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2224, Public Records of Lake County, Florida.

AND

Parcel 3

Lots 4, 5 and 10, Block 18, Revised and Corrected Plat of the Re-Subdivision of the Subdivision of Silver Lake Estates, according to the plat thereof, as recorded in Plat Book 10, Page 66, Public Records of Lake County, Florida, LESS that part of Lot 4, Block 18, bounded and described as follows: Begin at the Eastern most corner of said Lot 4, Block 18, run thence North 43 degrees 30 minutes West, 300 feet along the Northeast line of said Lot 4; thence South 46 degrees 30 minutes West 290 feet; thence South 43 degrees 30 minutes East, 372 feet to the Northwest right of way line of State Road No. 44; thence Northeasterly 298 feet, more or less, along the said line to the Point of Beginning; AND LESS, from the Northeasterly corner of said Lot 4, run North 43 degrees 30 minutes West, along the Northeasterly line of said Lot 4, a distance of 300 feet to the Point of Beginning; thence continue North 43 degrees 30 minutes West along said Northeasterly line 208.72 feet; thence South 46 degrees 30 minutes West 208.72 feet; thence South 43 degrees 30 minutes East 208.72 feet; thence North 46 degrees 30 minutes East, 208.72 feet to the Point of Beginning. LESS AND EXCEPT that portion of Lot 5, Block 18, lying within 50 feet of the centerline of County Road 44, as conveyed to Lake County, Florida, in that certain Statutory Warranty Deed recorded March 27, 1996, in Official Records Book 1425, Page 2227, Public Records of Lake County, Florida.







Canary 'A' Front Elevation
N.T.S.



Canary 'B' Front Elevation
N.T.S.



Mahogany 'A' Front Elevation
N.T.S.



Mahogany 'B' Front Elevation
N.T.S.



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The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida
Final Master Plan
Planned Unit Development

Architectural
Elevations 1

Project: 2021-001
Drawing: 2021-001-001
Title: Architectural Elevations 1
Date: 08/25/2021
Author: G.I. Summitt, Inc.

Revisions	
1	Initial Design
2	Revised Design
3	Final Design

SHEET NUMBER
A1 OF 11



Palm 'A' Front Elevation
N.T.S.



Palm 'B' Front Elevation
N.T.S.



ELEVATION A
WILLOW
Willow 'A' Front Elevation
N.T.S.



ELEVATION B
Willow 'B' Front Elevation
N.T.S.



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The Hills at Leesburg
Planned Unit Development
City of Leesburg, Florida
Final Master Plan
Planned Unit Development

Architectural
Elevations 2

Project: 2021-001
Drawing: 2021-001-002
Title: Architectural Elevations 2
Date: 08/25/2021
Author: G.I. Summitt, Inc.

Revisions	
1	Initial Design
2	Revised Design
3	Final Design

SHEET NUMBER
A2 OF 11



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, DECEMBER 16TH, 2021 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, December 16th, 2021, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Tim Sennett – Vice-Chair
John O'Kelley
Michael Fitzpatrick
Alfred Haliday
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Chris Wood
Ze'Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Dianne Pacewicz, Planner, Senior Planner Christine Rock, Sabrina Mitchell, Administrative Assistant II, and Interim Attorney Loren Vasquez was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING
FOR THURSDAY, NOVEMBER 18TH, 2021.**

Vice-Chairman Sennett moved to APPROVE the draft minutes from the NOVEMBER 18TH, 2021 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 6- 0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

**1) PUBLIC HEARING CASE # SSCP-21-400 – HILLS AT LEESBURG –
SMALL SCALE COMPREHENSIVE PLAN**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 41.69 +/- ACRES, FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 44 AND NORTH OF SENG ROAD, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 14, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 28, 2022)**
(Hills @ Leesburg)

Dan Miller asked Chairman Bowersox for permission to discuss these two cases together for discussion purposes.

Dan Miller introduced case number #SSCP-21-400 – Hills at Leesburg – Small Scale Comprehensive Plan and case number #PUD-21-395 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, requests, proposals, and then went over the PUD (Planned Unit Development) document.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different departments for review, there were no significant or substantive comments; Lake County Public Works will

require road improvements such as turn lanes on CR 44 at the development entrance, plus a sidewalk, easements and additional ROW. Public responses – we did not have any written responses to the advertising and sign posting.

Mr. Miller read the Staff Recommendations into the record; Staff recommended approval for the following reasons:

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 21-395, is compatible with the adjacent future land use designations of Lake County Rural Transition, Lake County Urban Low Density.
3. The proposed request as conditioned in City of Leesburg Case number PUD 21-395, is compatible with the current surrounding zoning districts of Lake County A (Agriculture), Lake County R-1 (Rural Residential District), and Lake County CFD (Community Facility District).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County Rural Transition to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Chairman Bowersox stated if anyone in audience that wants to speak on the case or any representative of the project.

Jason Gray Robinson, at 301 East Pine Street, Orlando, Florida stated we concur with the Staff report and recommendations on both agenda items, and stated Geoff Summitt the project engineer; and applicant, one item regarding setbacks; clarification on the setbacks for the project; in full agreement and will be happy to answers any questions. Dan Miller stated for the record we had a typo request for the 5' side setbacks and 10' between the buildings; wrong numbers in there. Chairman Bowersox stated 15' combined; Dan Miller replied in this PUD (Planned Unit Development) 5' on each side; last of the 50' lots that we had in process.

Chairman Bowersox stated if the Commission have any questions of the applicant or his representative.