

**AMENDED AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, SEPTEMBER 13, 2021 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. 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. Joint Workshop held August 12, 2021 between City Commission & Airport Advisory Board**
- 2. Regular meeting held August 23, 2021**

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a change order to the professional services agreement with CPH, Inc. for the conceptual design of the Pine Street Improvements and engineering services as part of downtown improvements for an amount not to exceed \$297,020.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Hanover 623 Holdings, LLC, for the purpose of setting forth the terms and conditions under which the City will provide Natural Gas Utility Service to the Development referred to as Eagle Tail Landing, Phase 1; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute such documents as are necessary to conform the City's depository account, maintained for the benefit of Florida Gas Utility, to the latest requirement for the amount of the deposit to be held in escrow; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between The School Board of Lake County, Florida, Hanover 623 Holdings, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; 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, renaming Dunlin Street, being an existing street shown on the Plat of Lake Denham, Phase III, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, and lying in Section 03, Township 20 South, Range 24 East; and providing an effective date.

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1,088 +/- acres; and being generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, lying in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Whispering Hills/ Marsan).**
2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1,088 +/- acres from Lake County Rural to City of Leesburg Neighborhood Mixed Use, for a property generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, as legally described in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Whispering Hills/ Marsan)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1,088 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for mixed use development for a property generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, as legally described in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Whispering Hills/ Marsan)**

C. NON-ROUTINE ITEMS:

1. **Public Hearing for Fire Assessment Program**
2. **Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2021; approving the rate of assessment; approving the assessment roll; and providing for an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, adopting the Language Access Plan for Limited English Proficiency Persons for the Rebuild Florida General Infrastructure Program Community Development Block Grant (CDBG) Disaster Mitigation Program and other Federally Funded Grant Programs to harden the City of Leesburg Griffin Road Facility; and providing an effective date.**
4. **Consider American Recovery Act Potential Projects**
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 2021**
8. **CITY ATTORNEY ITEMS:**
9. **CITY MANAGER ITEMS:**
10. **ROLL CALL:**
11. **ADJOURN:**
PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

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

**AGENDA MINUTES
CITY COMMISSION & AIRPORT ADVISORY BOARD WORKSHOP
VENETIAN CENTER, 1 DOZIER COURT
THURSDAY, AUGUST 12, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a special joint workshop with the Airport Advisory Board on Thursday, August 12, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:34 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck
Commissioner Mike Pederson
Mayor John Christian

Airport Advisory Board members:
Alan Reisman, Chairman
Tweet Coleman
Bo Wroten

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, Airport Manager (AM) Tracey Dean, Executive Office Manager (EOM) Pam Hester, Budget Manager (BM) Brandy McDaniel, the news media, and others.

The Airport Advisory Board members absent were Byron Oldham and Fred Griffin Jr.

INVOCATION

Mayor Christian 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. DISCUSSION:

A. General discussion regarding Airport Matters

CM Minner kicked off the meeting by saying there is no specific goal tonight other than for both boards to be on the same page with the airport. We have common goals and mutual understandings and in doing so, we need to have these types of meetings to review and provide staff with direction to ensure we are all

headed in the same direction. The biggest drivers for the airport are the airport layout plan and airport master plan. Both these plans are required by the FAA and they want them reviewed at least every ten years. However, if we could look at them more often, they would prefer it to be done every five years.

We last reviewed our plans in 2020 and the last formal review was done in 2010. We did an update in 2018, so we are still in good graces. Having said that, we decided to keep this agenda open for discussion.

Referring to a PowerPoint, he stated everything is routed through the budget on how we receive the money and how it is spent. The annual airport revenue is roughly a million dollars and that revenue is received from the lease holders. We have two categories for lease holders; aviation and nonaviation. For aviation, they would have something to do with the airport and those leases are less profitable than nonaviation leases. With land and building leases, they strictly lease the buildings and land from us with no aviation, and those typically generate about four hundred thousand dollars a year. With the T-hangars, the City leases out thirty-three, and the revenue generated from that is about one hundred and seventy-two thousand dollars. We also have ten box hangars, which generates about sixty-five thousand dollars a year. We also have tie-downs at six thousand dollars and if we put all those numbers together, that comes out to about half a million dollars.

We also have commercial leases, which are Cracker Barrel, Ruby Tuesday, the doctor's office and the furniture store. In comparison, we have about twenty leases with land and building leases and those generate about four hundred thousand dollars and we have about sixty hangar leases. When adding both those together, that generates about half our revenue and the commercial leases pay the other half. The airport is here for a purpose, which is aviation and they are the bread and butter. When we add in the commercial leases, that is a million dollars. It is important to keep in mind the difference between commercial and aviation leases. As we went through the plan, we saw where we generated the revenue and now looking at the expenses, those are about eight hundred and ninety thousand. We brought in about one-point one million dollars before capital projects of nine hundred thousand dollars, so the airport is about two hundred thousand in the black, which is good. With the lease money perpetually coming in and going out, that takes care of that. We spend about one seventy-five on personnel, about five hundred and fifty on operation and maintenance, and we spend two hundred thousand on the general fund, which is the allocation. The general fund is setup as an arbitrator and it provides general services, which is done for all funds and when we add those three, we come up to nine hundred thousand dollars.

When looking at capital that can run from zero to five million dollars, because we have the special money from the Cares Act that provided the rehab to runway 31/13, and that was grant money. Our financial strategy is that the two hundred thousand dollars we net each year, plus whatever cash we receive, matches for leverage, whatever we get and typically our grants are eighty twenty grants. That means eighty percent would come from another jurisdiction plus our cash, so that number could be five or ten percent depending on the type of grant and that money does flow in from the FAA or FDOT. The FDOT and FAA are pretty similar because they both support aviation, but their funding is a bit different.

The FAA funding mechanism for grant money is maintenance centric. They want to make sure the roads are paved and the taxi lights are working. They also want to make sure the grass is being cut and the facility is operating and when we receive grant money from them it is typically for improvements. When we received that five/six million dollar grant from the Federal Government to redo runaway 31/13, that was strictly for maintenance, to refurbish the runway, to fix the taxiway lights and for maintenance to the airport. The FDOT pretty much works the same; however, they allow you to do new things. If we want to build a new hangar, they would allow that under FDOT. If we want to do an enterprise grant, where we leverage the airport to bring in new jobs, that would be FDOT and the State. That is economic money and that is fifty percent over the last few years. We received a million and half dollars from the State to help offset the cost of the seaplane ramp and that was a fifty-fifty grant because it was for economic development. We also received a million dollars from the State to finish off the T-hangar project and that

was an eighty-twenty grant. Those grants are circular and we get that money every year. Some years are bigger than others, but to tap into it they want to see that we have a plan.

We approved the Airport Layout Plan in 2010. Since then, it has been officially updated and the last time the City Commission and the Airport Advisory Board met in joint session was September, 2018. At that meeting, there was some controversy about closing runway 321 and some discussion regarding the purpose of the airport on whether it was going to be more transportation centric or an economic development engine. That was where the concept of closing runway 321 came in, because if we closed that runway we could open a lot of land and they could build speck buildings to bring people in without spending a lot of money. However, at that meeting, the concept that the Commission and Board recommended was a hybrid and we came up with a good intermediate plan. He provided a PowerPoint showing the long range goals for moving forward with the Airport Layout Plan. We needed hangars, but we also wanted to leverage them for economic development. We decided to marry them, so we kept the runway open for all pilots and decided to take the closing of runway 321 off the table. Approaching the end area of runway 21, there is some potential space for hangars near US 441; however, there are some green cloud (wetland) issues that need to be dealt with. On the other side of runway 21, there is a big pond with that green cloud (wetland). That area has the potential to be shovel ready; however, it needs infrastructure work to be done, along with draining in that lowlying area. This is something that they have been thinking about since the Airport Layout Plan.

Referring to the slides, on the same side of the runway, between the city logo and a group of buildings is the airport fire station and that is another area identified for additional hangar space. However, that area also has issues with St. Johns flooding along with mitigation issues. Not only would we have construction costs, we would also have mitigation costs for the wetlands and flood zones because we would have to mitigate St. Johns as a flood designation area and this is not a floodplain, because if they need to drain, shift or adjust the water in the lake or chains, this is the area that they have to get into, in order to maintain the lakes. Along the area of Lowes on the east side we can build, but we still have that green cloud (wetland) issue. As we move across to the center of the airport on the north side of 441, by Jenkins, this is the most shovel ready for buildings. Referring to a map, to the right of the pond, we have two existing buildings which were just constructed. Those are box hangers and the airport layout plan states that we will use the other available space here for more hangars. Now, we started at the Cracker Barrel on 441 and we are moving west towards town on 441 and everything is on your left-hand side and we are at the Wilco Drive entryway. This area has also been identified. We have an open area with an open building for commercial space which can bring in big lease money, but this lot is problematic due to elevation issues and we have utilities running through it. It does not mean we cannot use it, it just means there are issues to deal with. SunAir has some concepts and he is not sure if they are committed one way or another to a lease holding, but they are on the airport plan and one specifically is near the fuel farm, which is an identified project, and the Airport Board is still discussing whether to keep the fuel farm where it currently is by the tower or if we should move it to this location. SunAir, who is a current leaseholder, may also potentially lease property in this location. With the commercial concept, this property is what the Layout Plan states we are to use this property for. On the north side of 441 along the runway protection zone for runway 321, that area meets the standards and we can use that area because it meets the inclusion and runway protection zone specifications that the FAA requires for runways and it is usable property. The only area that is not usable is the area in front of the Culdesac which is owned by Jenkins. Everything else we still own and that is along the north side of the Culdesac, along Silver Lake Road, but we should not do anything along Silver Lake Road because we have to be good neighbors and protect that lake and recreational area. Going back to the Jenkins PUD, there was an intent which states the area must be specifically used as residential only. In keeping with that PUD and Jenkins, if that property were to develop, we would need to keep it residential or in some other form other than commercial to conform to that PUD. On College Drive, that area could be reasonably used for

commercial property.

On the south side of runway 31/13, this gets a lot of discussion because it could be a great project. This concept uses the south side of the airport to develop a significant amount of hangar space. The good part of the project is that it could get a lot more hangar space. The bad part is that there are a lot of green clouds (wetlands), egress and ingress issues. In order to get to this area, we had to identify the best spot for a new entryway and that would be from the far approaching side of runway 13 off 441. Now with purchasing the property and building the road, they looked at other avenues for getting down to this, but that required cutting across runway 13/31 and he was not sure if that would be doable. He was also not sure if we wanted to come off 441 because then we would be dealing with more green cloud (wetland) issues. We have other areas that are immediate, shovel ready for hangars, along with some other maintenance issues that we need to deal with that are in the Airport Layout Plan. The flavor of the Airport Layout Plan was to tackle some of the big ticket items first and then scale back and do some smaller infrastructure issues that would put us in a rotating cycle of big and small grants from the FAA and FDOT. One of the capital improvement projects proposed was the fuel farm and they are doing studies on the drainage improvements and taxiway. When they are finished, they are going to get back to us so we can ultimately see how that works and we can start tackling some buildings in the future years.

He ended with the hangars because we had some significant discussions about them at the airport. We are currently sitting on about two million dollars. We are also tying up a couple of other leases which will bring in another eight thousand dollars cash. We received five hundred thousand from Skybolt and three hundred thousand from the Danforth lease, so that put us just under three million dollars. He knows hangars are important, but he cannot say it enough; "cash is king". He does not want to jump in and spend the cash, because it is important to leverage that when different things pop up. Three million dollars is and is not a lot of money, but if you construct two box hanger buildings, the total funds for that project would come to one-point seven million dollars. That would be for ten box hangars total. If we did an eighty-twenty grant, we would put up twenty percent of the one-point seven million dollars, so we would make our money back in about six years, which is not that bad. If we decided to do it on our own and built ten box hangars spending our cash, it would take about thirty years to recoup that money. Most of our cash would be tied up in the building and we would not see that return for thirty years. He is not saying that we should not build the hangars if that is the direction that the airport wants to go. We have the space which was identified in the Airport Layout Plan. However, we need to discuss leveraging the money because there are a number of other projects that may come through where we may need to leverage cash, like the fuel farm and the drainage improvement on the west side of runway 321 to allow that pond to drain and go away so that we can allow for more tarmac and hangar space there. Anywhere we go, east or south of the airfield, we are looking at drainage issues, but if we can pinch off land it would allow for more opportunities. When he became city manager, the initial big push was the partnership with Wipaire and building the seaplane ramp. It was a good endeavor and it blended in with some of the successes for the City of Tavares where they were to do the maintenance on the planes and then bring them over to Leesburg so we could fix them. That strategy was appreciated by the City of Tavares and the County because it leveraged us to receive some economic development money for that project. The strategy was good, it got Wipaire here; it just did not pan out. That project was a two-year project, but now it is finished. We started working on the 2018 airport layout plan and we finished the existing box hangars. We have some strategies for maximizing the aviation leases as those thirty-year old leases are starting to come back.

Mayor Christian asked if the commission had any questions or comments.

Commissioner Burry wanted to know if Wipaire was happy with just paying their fine. **CM Minner** answered that they had an initial thirty-year lease with an optional extension of twenty years. They took

it and now they have an extensive fifty-year lease. They also had big issues when they first came in, so we threw everything we had at them. We offered them a great lease and they were going to do this great project which was going to bring in more economic development. They were also supposed to bring in sixty jobs in two phases of thirty employees; so we offered them a great deal on the hangar. They promised to make improvements and bring in sixty employees. They also said they needed a seaplane ramp, so we built it and we got it done and just as we finished it they came to us and said they were having business issues. Now here we are, they pay their lease, the penalty as stipulated in the contract for not producing the jobs, and they remain in compliance. **Commissioner Pederson** questioned if there was a lesson learned from this and if we could include a clause in our leases that would cover things like this so we do not have nice buildings sitting empty here. There should be something we could put in a lease so this does not happen again. **CM Minner** responded that this is the second airport he has managed in his twenty-five years of being a city manager; Sebastian was the first and now Leesburg. In Sebastian, he became acclimated with the airport industry, with it being near Melbourne and Vero Beach. Back around 2006, there was a big push for the Piper jet and Governor Crist reached into his war chest and took seventy-five million dollars and gave it to Piper to entice them to stay in Vero Beach. They were to build the Piper jet, but they did not and nor did they give the whole seventy-five million dollars back to the State. They ended up giving back a couple million dollars, but it was worth it to keep Piper in Vero Beach making planes because that was their headquarters. There was also the one with Embark Air in Sebastian where we leveraged stuff and no disrespect to general aviation, but the lessons he learned when he walked away from that was general aviation and economic development is difficult. It is elastic and a target industry; and the State wants aviation in Florida because it is a target industry. These are good deals and we should endeavor to do them. However, we need to remember that it does not always pan out and the Piper story is a big one. A lot of money was thrown at Piper and it did not happen. A lot of money was thrown at Wipaire and most of it was not ours. That was a three million dollar project and we got a million. Looking on the bright side, we now have a great asset at the airport; the seaplane ramp. **Commissioner Pederson** clarified that his comments were not meant as criticism. He does not like to see hangars sitting empty. He wondered if there were some rules with the FAA where in the future we could put in a clause so that hangars are not sitting empty. Maybe we could put something in the contract which gives us the right to evict them so they are not sitting empty. **CM Minner** replied that we need to continue with what we are doing and not be surprised when things do not work out. **Commissioner Robuck** pointed out that Commissioner Pederson makes a good point because we do the same with restaurant leases, where if there is a timeframe that they do not have a restaurant for more than two years, we take it back. We could add the same type of clause in these leases. **Commissioner Pederson** stated that he recently toured the airport and when you look at this building and where it is located, it is a nice building and it just sits empty. He did not want to get bogged down in this, he just wanted to mention it.

Chairman Reisman stated they should continue leveraging funds for the buildings. He does not want to use all of their cash to build two hangar buildings when they can leverage them over the years and build multiple hangars. **Commissioner Robuck** asked if there was a preference for areas where the airport should be targeting the hangars. **Chairman Reisman** responded that the most shovel ready areas make the most sense. He likes the other end of the runway where we would have to acquire the land because it would allow for a lot of hangar space. **CM Minner** inquired which end of the runway he was referring to. **Chairman Reisman** answered it would be the area next to where they built the existing hangars. That area would be the first option, because it is shovel ready, then, over time, we could work on the land that we need to purchase. **CM Minner** commented that the FAA likes doing the maintenance, and FDOT likes doing the new stuff. However, FDOT also likes to see a mixture of stuff, so if we did a box hangar maybe FDOT would also like to see us do something else. **Commissioner Pederson** asked for clarification because he just said we did box hangars and he thought we had just completed some T-hangars. **CM Minner** replied it was box hangars. **Commissioner Robuck** wanted to know if we were to build box hangars would they restrict them to commercial use or would they consider that differently.

Airport Manager (AM) Tracey Dean replied that with the different developmental areas and with the way they are identified, they are flexible. They have identified those that look like T-hangars and smell like T-hangars could possibly have a different size or type of construction and it is not so much that they would not make back-to-back funds. When AvCon made their master plan, they looked at the FAA forecasts for who was coming to Leesburg in the future. They looked at our deficit for serving those people, along with what our forecasts read, and that was more than what we needed. It had greater quantities of T-hangars or individual box storage units for individual plane owners, versus high-end commercial. That is what the forecast reads and that is why they are designed as such, but it is interchangeable with other constructions in that same location.

Board member Wroten asked if there was an update on the waiting list for hangars. **AM Dean** answered that currently there are forty-five people waiting on the list. **Board member Wroten** wanted to know if these people had already put down deposits. **AM Dean** responded that all of them had already paid their deposits.

Commissioner Robuck stated the reason he inquired about commercial was it was his understanding that the current commercial operations/commercial aviation could not be leased out. **AM Dean** agreed and said that was done by resolution. Individual storage units do not allow for commercial activity.

Commissioner Robuck says he remembers when we talked about hangars that there was a demand for aviation and commercial, and he means very specifically commercial aviation. Now, he does not want to end up like Apopka with having storage units, but maybe we could do something that would allow us to expand the small-scale commercial. There may be more demand for that than the large-scale commercials. **AM Dean** pointed out (referring to the map) that there are two taxi lanes and you have to travel across Airport Boulevard to get to the main ramp and the airfield. As far as commercial operations, or getting people with larger jets or wingspans, they may have some limitations because they would have to travel through those taxi lanes. They would have to go in between buildings with existing hangars on both sides, so it would be constraining. You could build a huge hangar with a huge entrance, but then your egress and ingress to the airfield could be compromised. If you build smaller commercial operations with smaller hangars like our corporate hangars, they may not be suitable for company A, B or C that is coming in because they are not going to be able to meet our minimum standards, which could be edited, but as it stands now, there is a minimum, whether that be a mechanic's shop, a charter or a sales office, it has to be half an acre. If we add more small box hangars, we could create space for existing commercial tenants to expand because they already meet the minimum standard. If they need room to grow, then they could in turn acquire a smaller box hangar to add to their needs.

Mayor Christian mentioned that forty people are waiting for a T-hangar and have already put down their deposits. Just like the marina, he wants to make sure that our rates are comparable to others of the same size and that we are marketing the commercial aspects because this is a high financial generator for the airport. We need to make sure we are identifying and marketing our airport for potential businesses and commercials to come in and construct facilities in or near our airport. **AM Dean** replied that with the T-hangars, we did an extensive study and raised the rates in April of 2020. We are competitive for the amenities that we offer and we are right in the median of comparisons and the board feels that we are right around true cost. When marketing commercial along 441, there is a piece that could possibly be split down the middle where we could still have a little over three acres. It could be split and easily fenced off with an airfield side and an area to build new construction. That new construction could have the use of the existing taxi lane system and we could look for a commercial building on the front end. She is unaware of any active marketing on our website, but that is where it would be marketed. Lake County occasionally offers marketing and they will reach out to inquire about what is going on and she will work with them. **Mayor Christian** stated when driving down 441 you would assume that property is owned by the carlots because all you see is 300 cars. He would never inquire about that property

because there are no signs stating that property is available or who to contact at the airport or the city.

The average person driving through Lake County who may be looking for a piece of land for a commercial building may not know that this here and maybe we need to ask the Airport Advisory Board to help. We need to know what they would like to see near the airport and what they think would work and what could co-exist with what is already there. What should we be looking for? Should it be a convenience store, a hotel or should we look at getting a realtor to see what type of economical generator they can find that could complement our airport and city. Can we be serious enough about this to where we can spend thirty-five thousand dollars to come up with a plan? If we just had a real estate company come in to sell the land, that may not be a top priority for them. However, if we had the money in the airport budget to incentivize local realtors to bring us a deal, and we could compensate them for bringing us a deal, that would make us more competitive with other cities, and then that could become a priority.

We are the only airport of this magnitude in Lake County, so that is a plus. We can counter-market these commercial areas and that will help speed up some other things that we may want to do that we may not get with an eighty-twenty grant match. **AM Dean** remarked that this property is specifically unique and valuable because it has both the airfield and highway access. They intentionally wrote the leases for the car dealerships knowing they bring in some revenue and anything is better than nothing. They also have a sixty-day termination clause in their leases, so if we want to advertise that property, we could put up signage. **Commissioner Pederson** mentioned that when we say commercial he is assuming we are referring to commercial hangars because we are landlocked around the airport. He would hate to see us develop anymore land around the airport with hotels or boxstores. **CM Minner** stated when it comes to marketing commercial business, that is a good idea. We have not actively marketed the commercial property other than with a couple of local realtors who knew about it. Commercials are the bread and butter of our rent, but it is also a two-edged sword, because commercials are hard and that corridor will start competing over in the mall. We have had issues with some of our commercial tenants, like Ruby Tuesday and Cracker Barrel, but we are bringing back a renewal of that agreement. It is not a crazy increase, but it is not a decrease. We had some issues with a couple of other vacant spots, but there is the aura that is just carlots anyway. **Commissioner Pederson** inquired if Ruby Tuesday rejected or accepted our lease and if they were still paying rent because they were in bankruptcy. **AM Dean** answered they presented their own lease and we accepted it. **CM Minner** agreed that we accepted their lease. They finished off their lease renewal and they are still flirting with bankruptcy. **Commissioner Pederson** wanted to clarify if they were still in bankruptcy because they had already closed a lot of their locations. **CM Minner** said that this location was on that list for closing, but they have not proceeded with that.

Commissioner Pederson commented that because we are landlocked he would like to see us build more hangars with the grant money. He does not want to give up the land along the highway or go in any other direction other than clearly supporting aviation for the airport. **Board member Wroten** mentioned that if we were going to give any of that up to commercial, the top front half where we have the hangars would be the piece, because we could do that and still have the back half to continue with the hangars.

The airport is blessed to be where it is, in a great location. We are blessed because that number is so high and we are able to do things that other airports cannot do and we do not have to depend totally on grant money. We are not getting a dollar for dollar that we cannot dispute at a three and a half percent return. That is not going to be that good, but it sure beats no percent. Its not taking into account putting another twenty to thirty airplanes at the airport, including the maintenance, the gas and the rent. That may be a small part of it, but it helps the airport flourish. Is it the best return on money? Probably not, but it all depends on what we want to do. If we want to run an investment company, we will not do it, but if we want to fund the airport, that could make sense. With forty to forty-five people on the waiting list, you do not take all your money out of the bank to do it, but we could do it in steps. Plus, when it comes to grant money, it will show that we are willing to put up our own money and next time it may be a little easier to get grant money. They may want us to show that we are trying and that we believe in the airport to invest our own money. We can either stand still and do nothing and the airport will be alright because it is located in a growing area and the traffic will pick up. However, if we want to add more

room, we definitely have the demand. The real money in his mind would be adding more airplanes on the field, so ancillary services are utilized. That, in turn, would help put another mechanic's shop at the airport. We just lost one and we had two businesses, in the last go round, trying to get that hangar space.

He understands that we will have some commercial hangars going on the market shortly and he does not know what will be done with them or who wants them, but they are trying to sell one or two of the hangars. There is a lot of activity, but the two things we should be dealing with are T-hangars and deciding whether or not to move the fuel farm. We should be looking at the costs of moving it versus keeping it where it is. He could go either way with the fuel farm because he sees good and bad either way. He would like to see us put more hangars out there because we have been talking about this for way too long. **Commissioner Pederson** stated he does understand why we would not build at least ten more hangars if we had the grant money. We do not know the timing of grants, but that would be an easy decision if we had the grant money. **AM Dean** commented that we have to do a dance between fixing the existing infrastructure and building new hangars. If we build new hangars, we will have ten to twenty new tenants with ten to twenty additional aircraft taxing the infrastructure, which will deteriorate quicker. We need to go back and forth between them because the more traveling we have, the more maintenance issues we have. If we spend all our money on hangars, we may not have additional money to leverage for grants to fix the infrastructure. **Commissioner Pederson** appreciates those comments but said he was looking to use grant money. We are sitting on two-point eight million dollars, so he would not be afraid to spend a little of that money. **Mayor Christian** wanted to know about the infrastructure and hangars which had to go in first. Do we have to put the infrastructure in first and is that part of the apron which is included in the FY-21 budget? Do we need to do the infrastructure this year and hangars next year or the year after? Was the fuel farm proposed for the 21/22 budget year and when are we looking at that grant funding for building five or ten hangars? **AM Dean** answered that the CIP will match what the grant agencies have in their database, but things are subject to change. They know elected officials and board's priorities change. She meets with them annually and is scheduled to meet with them later this month so she can give our wishes to them from tonight. They are not going to fund new construction because they just did that last year, but they do feel like the apron is ready. They gave Leesburg a million dollars towards the apron construction and the project is now out for bid. However, they intend to amend the grant when we receive official bids and we will see that through. The fuel farm is needed because it was constructed in 2001 and that needs to be front and center as a high priority. As far as out-years and the suggestion without all the green clouds (wetlands) and a lot of the areas that show potential for hangars that do not come with one or more constraints or hurdles to get through, is the area along 441. The frontage allows for commercial business and it leaves plenty of options. She would be happy to discuss that option with the funding agencies later this month. **Commissioner Pederson** wanted to go on the record saying that he respects the fuel farm and the T-hangars but he would not support anymore commercial development on 441 because we are landlocked; that should be held for aviation.

Commissioner Robuck suggested developing the land on the other side of the street across from Cracker Barrel before considering the land contiguous with the airport. We have a lot of property over there that could be developed without any impact on the airport or aviation. It would be the land located on College Drive. Maybe that is where we need to market more heavily. **Mayor Christian** pointed out that he is good with either one because the market will drive whatever happens. We could talk about it all night long, but if we do not get grant funding, we will either put one-point seven million dollars in for five or ten T-hangars or we put three hundred and forty-five thousand away for grant funding. Since being here, we have heavily relied on federal and state grants to do any kind of construction and the needs are that we will get forty additional T-hangars for aircraft which will help the fuel farm and the mechanics. A mixture for him will be the key, because he was here when Wipaire came in and gave us the song and dance. When Commissioner Pederson wondered what we could do differently, basically, they were supposed to build a four million dollar building. After we moved forward with this project, they came back saying they wanted to remodel the building. They also said they were going to give us sixty jobs at fifty thousand dollars a piece, and we got excited about that. **Commissioner Pederson**

responded that he would have been behind this one hundred percent. All he meant by his comment was that maybe there was something we could learn from that in terms of our lease agreements for future tenants. **Mayor Christian** replied that we would probably be in court because they promised everything, including the seaplane ramp. They said hurry up, so we built it. We did everything we could do, we rushed, we borrowed money and we got it done. So, a mixture would make him more comfortable because aviation can be tricky and tough. We run a smaller airport compared to other airports and we have to make sure we are financially stable. He would rather see more commercial come in, so down the road we do not end up borrowing from the general fund to fund the airport. He suggested marketing that land because who else knows about that property except for the people in this room or the people at the airport. No one outside of Leesburg knows about that property on the other side of 441 except for Jenkins, so they would be the only ones that would come in to purchase that land because it sits right next to their carlot. If we are serious about the airport, we need to expand our scope of influence outside Leesburg residents and those who visit the airport. It may take a little money to market that and we may have to give the City Manager some tools so he can hire the right people to come in and discuss these issues. We also have forty people on a waiting list for T-hangars and they have already put down their deposits, so apparently, that is important to people in Leesburg. However, we need to look at what else we can do to enhance our airport. We need to think outside the box and maybe we need to get some input from people who visit here.

Commissioner Pederson asked, since we are sitting on this cash, could that hurt us when applying for a grant process? Could they penalize us for sitting on this two-point eight million dollars? **AM Dean** answered no, the funding agencies want us to be self sufficient and they are pleased to see that we are using our funds wisely. **CM Minner** pointed out the only reason we have this cash is because we sold that property. If we did not sell the property to Jenkins, we would have pretty close to zero less the two leaseholds that we just did. That two million dollars is from Jenkins and the dog park and that is what makes that up. Remember before we sold that property to Jenkins, the airport only had a couple hundred thousand dollars. After the Jenkins deal went through, we ended up with all this money, but that three million dollars actually came from three different entities; Jenkins, Dansforth and Skybolt. You, as the commission provide the direction, we work on it, and we make it happen. However, he does sleep better at night knowing there is cash in the bank. As the Mayor said, you do not want the general fund subsidizing the airport fund and we did that about eight years ago. Over the years, this fund has continued to balance upward until this sale and that is why sitting on that cash is good. Also, it seems the FAA, since the Jenkins sale, has lightened up a bit on us. When they reviewed the leases for Skybolt and the Danforth sale, they were both prepaid leases and the sale on the buildings will come back to you and these are aviation leases. Those deals were different animals from the Jenkins sale, which was a sale of World War II surplus property which, back in the day, the FAA would have reviewed with a fine-toothed comb before you pinched off any land. They would have required an imperator, and since that Jenkins sale they have laid off on that requirement. He thinks pinching off land here or there may be something they want to do as long as it is for the right thing. **Commissioner Pederson** stated he appreciated that because he was unaware of where that money came from and did not realize it all came from Jenkins.

CM Minner added that this is not an electric or gas fund where it is perpetual to a degree. **Board member Wroten** remarked that once you get used to sitting on two hundred thousand, you could get used to sitting on a million dollars. We may want to do something that could potentially help the airport. How much is enough and do we need to keep a million dollars in the bank? Could we spend two million if it produces revenue, if we are running at a two hundred thousand dollar surplus every year? **CM Minner** replied that was the reason for this meeting and that question is above his pay grade. He would refer that question to the commission members.

Commissioner Pederson summarized his comments, saying he did not know we owned that land on the north side of 441. Piggybacking off of the Mayor's comments, he would like to see us begin to market

land for commercial/industrial type uses that are consistent with aviation. He would also like to see the T-hangars built with grant money, even if it takes two to three years. Lastly, regarding the pond, we have spent a lot of money on that pond just about every two to three years. He respects how they have watched their expenses at the airport, but he would like to see that fixed once and for all. We need to do that right, it needs to be made into an asset for the airport. Every time he drives down 441 and he looks at this tremendous airport, all he sees is this retention pond and an overgrown retention pond. It really needs to be cleaned up and turned into an asset. He is not a big fountain guy, but maybe we could put a fountain out there to circulate the water. He knows fountains breakdown and cost money, but he is serious about making that pond an asset and a liability to the airport. **Mayor Christian** asked if it was possible to put a fountain with lights in that pond. **CM Minner** responded that he understands the complaints regarding the pond because, essentially, we are the ones that caused it. We created that pond and before the pond was there we had a big giant forest blocking the pond. Everyone who drove up and down 441 said it was ugly and that we needed to get rid of it. The commission ordered that we get rid of it because we kept receiving complaints about how ugly it was. We went off to procurement, received bids, and it was going to cost a hundred grand. We threw our hands up because it was going to cost too much to get rid of the ugly forest. We told them that was too much and we were able to get a bid down to eighty grand and the commission said chop it down, get rid of it. So, we went out and got rid of the forest because it was ugly and it was in the corridor and it needed to be gone. We all wondered how it could cost eighty grand to clean up but there were huge trees on what seemed like Mount Everest slopes with water. He knows he is making a story, but the public sector takes so much heat for making bad decisions when it comes to the cost of doing business. This job was expensive because of the big trees and the forty-five degree-angle slopes. Plus, we have not done a good job with maintaining that area since. Unfortunately, that is because we do not have a lot of staff at the airport, so we can not send one person to do the weed whacker and another to do the mower, so it has become overgrown. Now we need to look at a different piece of equipment combined with some of the other things that we are doing in the Public Works Department that will allow us to get into these ditches and blend them together. The piece of equipment we are talking about will run about twenty grand. **Commissioner Pederson** commented that he is not afraid to spend the money this one time because we need to get this done right. **CM Minner** pointed out the piece of equipment that is needed is the mower ditch cleaner. **Commissioner Pederson** added that he would be okay with it because the airport is important and we need to beautify that area around the airport. We need to put more pride in the airport. **Commissioner Robuck** stated that with the tractor and mower we already approved, he has been speaking with people who do larger scale mowing and the feedback he received is that we are probably not buying a large enough tractor. He thinks we would be crazy not to buy a bigger bush hog because it really does not accomplish anything. We need to do more research before purchasing the tractor because he is worried we may be putting a slightly larger bandaid on a bandaid. **Chairman Reisman** commented regarding the pond cleanup that is where our new main entrance is and that has been the new main entrance for a while for the FBO. He knows that we are upgrading the lift station, but we should also improve the aesthetics because we have business owners who fly in and out of Leesburg and that area is an eyesore. The roads are deteriorating and they are washed out. **CM Minner** agreed that we have been slow on that. **Commissioner Robuck** jokingly remarked that we know the City Manager likes his big entryways. **CM Minner** stated we could go back to the entryway when the mess from the lift station is fixed and cleaned up. **Chairman Reisman** agreed and said that would work. **Bryan Sapp** said the entryway to the airport is important because that is the first impression for anyone coming into Leesburg. **Mayor Christian** remarked that he has been talking to the City Manager a little bit about that sign. **CM Minner** added that we went from a three million dollar archway down to twenty thousand dollars. **Chairman Reisman** said that he was referring to the entryway on Echo Drive. **CM Minner** responded we did both. The one on Echo was about fifteen and the one on Wilcox was about twenty. **Commissioner Robuck** jokingly remarked that some of these were Mr. Sapp's fault because he was trying to compete with your "Learn to Fly Here" sign, and he wanted something that was more noticeable.

Commissioner Burry mentioned that last week there was a newspaper article regarding Eustis High School with them having an aviation program and it stated that the Umatilla Airport is offering classes. He wondered if we could explore something like this and if we could talk to the school board to see if this is something that we could offer here. **Chairman Reisman** stated the EEA leases one of the hangars and we are basically giving that hangar away. About every Saturday, we have anywhere from eight to twenty young people come in and they learn to work on airplanes. We are starting this program back in September because we take the hot months off, but they will also fly anywhere from fifteen to thirty kids. We have six to ten airplanes that volunteer their time, so the airport is doing their part. We would also like to get involved in this type of curriculum and need to find out what is needed to do that. There will be a shortage of commercial pilots coming up and that shortage will be ongoing, because a lot of pilots are retiring. They are forced into retirement at age sixty-five so a lot of them are rolling off. Right now, we do not have enough new pilots coming up behind them, so it would be a great asset to get involved in that curriculum. **Board member Wroten** remarked that they have started conversations with the schools, but they are still in the early stages of an internship where they could do a job and then transfer from high school or even college. He also took the information from Commissioner Burry and will do a followup on that.

Mayor Christian inquired if it was possible to get multiple grants in the same year. **AM Dean** replied yes. **Mayor Christian** continued to say if we went with the apron construction could we also look at some T-hangar construction at the same time. **AM Dean** answered that in the immediate upcoming year we have the fuel farm and the apron. FDOT's fiscal year does not run concurrent with the City's as of July 1st, they are in their FY-22, so it is likely. We had the design for the fuel farm in 2021, but we could not get there with the timeframe so that did not fit. They will most likely only give us the design grant in 2022, but because it is at the very beginning of our fiscal year, it is very likely that we could get construction in 2022 as well. With the apron, we already received a million dollars towards construction and that could be amended based on final bids. It would be unlikely unless they feel like the fuel farm is not the project to do, then they may consider the T-hangars. She is meeting with them later this month to discuss the projects for the 2023 fiscal year. **Mayor Christian** asked if the fuel farm was not something they wanted to do, could we then have the T-hangars in our back pockets and ask them for that. **AM Dean** answered she would certainly discuss that with them along with their priorities, because they are certainly inline with what we want. It is even possible that we could get two grants in one year.

Commissioner Robuck wondered if it would speed things up if we paid for the design portion ourselves, then, with the grant funding, did the construction. He cannot imagine the design for T-hangars being huge, but maybe it could speed up the process by a cycle. **AM Dean** said she was unsure if that would speed up the process, because the process would be to meet with them to discuss it. After that, they will execute a grant and that takes no more than two months depending on when they meet. It would still take, however long, to design it. **Commissioner Robuck** wanted to clarify his comment if we were to move forward with the apron and the fuel farm projects. While we were doing those projects, we worked on the design for the T-hangars, so when the next cycle rolls around after those projects are finished, we could go straight into construction of the hangars with the grant funding without any delay.

AM Dean stated that is a possibility. We could already have a design on the shelf and when they are ready to write a grant we could go straight into construction. **Steve, with First Class Aerospace**, thanked everyone for having this special meeting and for paying attention to the airport. His question was about the grant process, because he is not entirely familiar with that process, but would like to see if at the end of this meeting there could be some specific action items, whether we get the ROI, the commercial space, or the t-hangar space. He would like that to be part of the minutes. He would hate to have a lot of great conversations with no additional action items. **Mayor Christian** thanked him and stated that we already have some of this in the budget and some of the items are already in the works, like the apron and the fuel farm. We are now talking about T-hangars in some fashion. **Commissioner**

Pederson added that we also have the marketing of the land to the north and the entryway to the airport including the pond.

3. ROLL CALL:

There were no comments offered.

4. 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.

The meeting adjourned at 6:53 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, AUGUST 23, 2021 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, August 23, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Dan Robuck
Commissioner Mike Pederson
Mayor John Christian

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

INVOCATION

Mayor Christian 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:

A. Lineworkers Appreciation Day

Mayor Christian read the Lineworkers Appreciation Day Proclamation aloud in its entirety, declaring August 26 as Lineworker Appreciation Day.

3. PRESENTATIONS:

A. Certificates to Miss Leesburg winners: Miss Leesburg - Riley McDowell; Teen Miss - Kierstyn Riley; Junior Miss - Caliza O'Bryan; Little Miss - Shaylin Shumate; and Tiny Miss - A'Zyrani Taylor

Mayor Christian presented certificates to the Miss Leesburg winners. Miss Leesburg - Riley McDowell, Miss Teen Leesburg - Kierstyn Riley, Junior Miss Leesburg - Caliza O'Bryan, Little Miss Leesburg - Shaylin Shumate and Tiny Miss Leesburg A'Zyrani Taylor.

Riley McDowell stated she was this year's Miss Leesburg. She thanked the City of Leesburg for providing the opportunity for young girls to get involved in the community. She gave a special thank you to Miss Linda because she is an amazing woman and role model. It was such an honor to be Miss Leesburg. She mentioned if you know anyone or have daughters or granddaughters they should definitely enter by September 25th. **Mayor Christian** thanked the parents and Miss Linda for all their hard work. We can see how well you have trained our Miss Leesburg. She has not only displayed her love for Leesburg, but she is also recruiting new members.

B. Leesburg Lightning Championship Presentation

Tyler Brandenburg stated he is present on behalf of the board of directors, the players and coaches, along with the entire Lightning community. He is here to present a trophy to the Leesburg Lightning for winning this year's championship. This is the third time that the Leesburg Lightning has won the championship and it was done a few weeks back when we defeated the Winter Park Diamond Dogs, nine to one, here at home. The City of Leesburg has not won the championship in twelve years, so it is a big deal to bring this back to Leesburg. He gave a special shout out to Travis Rima, Steve Strickland and, Michael Thompson for all the help they provided over the year. They made the stadium look great all year and, with their help, they allowed the team to do their best and that helped bring the Championship back to Leesburg. With him tonight he introduced Jack Meiers, Board of Directors Member, Aaron Carney, he runs the Who's Families, Coach Rich Billings Sr. and Coach Rich Billings Jr, and Allen Reisman, who assisted a ton in the concession stand all summer. If it were not for them and the community's help, we would not have been able to do this. He is really excited about giving this trophy to the City. He thanked everyone for their support.

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.

Gwendolyn C. Allen-Carston wanted to give kudos to the City of Leesburg. She stated she was born in Lady Lake in 1952, and attended Dabney Elementary in Leesburg and Carver Heights High School up until her eleventh year. She commented with no offense that she did not like it there and she did not want to graduate from Carver Heights, so she switched over to Leesburg High School and graduated from there. After graduating from Leesburg High School, she went on to college at Southern University in Baton Rouge and from there life took her to a place called Kent in Washington State, where she has remained for forty-nine years. She periodically comes home to visit family and friends in Leesburg and has been noticing since 2013 a lot of changes going on, which she appreciates. She has seen everyone's efforts at making Leesburg grow and trying to keep up with the times. She still considers herself homegrown. The reason she is here tonight is that her mother passed away in February of 2021 and she

lived at 1115 CR 468. This property is in question with a proposed purchase by the City. It sits right next to the Resource Center. Her uncle, Joe Rimes, had donated part of his land to Rimes Elementary School. That is part of the Rimes family history here in Leesburg and her family was productive and economically driven. At one point, she was asked for proof showing there were businesses on CR 468, which her family was a part of, and she was taken back by that because her family on the Rimes and Allen sides were both very prominently known people in and around Leesburg. They instilled in her a legacy of making sure that things that belonged to the people of her culture and her community that we do as much as we can to keep those pieces of property in the hands of family. You may ask why she stayed away from Leesburg for so long, but that is just how her life went. She ran for City Council in Kent, Washington twice and did that in an effort to show folks that you do not have to be anyone special to run for City Council. When you pay taxes, no matter where you live, you have rights and some of those rights call for you to speak up. Some people may not agree with you, but as long as she can, she will continue to speak up for what is right. She remarked that she passed out a letter referencing the process and that she had conversations and meetings with Mr. Thomas. Some of them have been tough, but they managed to get through them. The letter was addressed to Mr. Minner's attention, notifying him that she would like to begin the negotiation process with the City of Leesburg on the purchase of her mother's property and home. She said she listened to the CRA meeting where this property was discussed and Commissioner Jasper asked what the rationale was for asking for more than the appraisal amount. Her answer is that her rationale is simply no different than anyone else's who wants to sell their home or property. It is no different than from anyone else who wants to benefit or take some sort of advantage of the fruit from the company. What she would like, since she has been going up and down with this process, is request a meeting with Mr. Minner. They have talked over the phone and they have had rush conversations, but she would like to request a meeting with Mr. Minner so that she could provide her input on the City of Leesburg purchasing the property at 1115 CR 468.

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

No Items were pulled from the Consent Agenda.

Commissioner Robuck moved to adopt the Consent Agenda and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Christian	Yes

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

A. CITY COMMISSION MEETING MINUTES:

1. **Budget Workshop held July 6, 2021**
2. **Budget Workshop held July 8, 2021**
3. **Budget Workshop held July 13, 2021**
4. **Regular meeting held August 9, 2021**

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 to Piggyback a State of Florida contract for Management and Consulting services with Government Services Group, Inc. to support management of ARPA funds for an amount of \$49,000.00; and providing an effective date.**

RESOLUTION 10,899

2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement for natural gas distribution line installation services with Equix Energy Services, LLC; and Providing an effective date.**

RESOLUTION 10,900

3. **Solicitation award and purchase request approval - RFP 200422 - Extrication tools**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Leesburg Senior Living Partners, LLC, for the purpose of setting forth the terms and conditions under which the City will provide Natural Gas Utility Service to the Development referred to as Leesburg Senior Living; and providing an effective date.**

RESOLUTION 10,901

2. **Resolution of the City Commission of the City of Leesburg, Florida,**

authorizing the City Manager to approve expenditures not to exceed \$200,000.00, to fund construction of approximately 2,000 feet of new steel Natural Gas Lines along County Road 470 near County Road 501, and abandonment of approximately 1,500 feet of existing Natural Gas lines to facilitate construction of a Golf Cart Tunnel, pertaining to the expansion of The Villages development in that area; and providing an effective date.

RESOLUTION 10,902

- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Vacant Land Contract between the City of Leesburg and Park Square Enterprises, LLC; and providing an effective date.**

RESOLUTION 10,903

- 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Park Square Enterprises, LLC; and providing an effective date.**

RESOLUTION 10,904

- 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, annexing certain real property consisting of approximately 32.68 +/- acres; being generally located on the south side of County Road 48, east of County Road 33, lying in Section 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance Subdivision)**

ORDINANCE 21-34 *DENIED*****

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

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

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he does not believe this is an appropriate use because it backs up to an industrial park. If we allow these houses to come in, we will end up just like we did with Legacy with the residents coming in to complain. His understanding is with the comments from the last meeting that we have not received any feedback from the developer addressing any of those issues. He opposes this development.

Mayor Christian asked if we heard from the developer regarding the noise or if they addressed anything to the fact that this development would back right up to industrial. **PZM Miller** responded that he was in contact with the developer and they were trying to make it to the meeting tonight. They are required to have a six-foot wall between the residential portion of the development adjacent to the industrial area, but they have not heard anything else. **Mayor Christian** wanted to verify that the developer was trying to come tonight. **PZM Miller** confirmed that they were, but there was a conflict with another public hearing. **Mayor Christian** then said that Commissioner Robuck's comments are a valid concern with us hearing from residents three years down the road who may purchase a house and without having this issue addressed, future commissions will not have answers.

Christopher Germana, Germana Engineering and Associates stated they are the engineers on this project. They heard concerns about being adjacent to the industrial park, so they have proposed a six to eight foot wall. In addition to the wall, they will have a twenty-five foot minimum landscape buffer, so these two items will be immediately adjacent to that industrial property. **Commissioner Robuck** pointed out that would do nothing for the sound, which is why the residents were coming in complaining. It was because of the sound and stuff flying in the air. This is in the wrong place for a residential development. He does not see how you could ever put residents there without a lot of complaints. When the residents come in, the commission wants to side with the residents, but these businesses have been here for fifty plus years and this area is a very industrial part of Leesburg. He is worried that even if we say let's address this, a future commission will side with the residents and the businesses will lose out. This area is just too industrial for him, but if the applicant wants to come back with some commercial or industrial uses, he would be able to support that. He does not generally have a problem with density, but again, this would be a bad place to put this type of density. It does not belong right next to an industrial park. They are not compatible uses. **Mr. Germana** pointed out that with the entire project they have about a hundred and thirty-eight units and there is only a portion of it that will be against that industrial development. They tried to keep most of the residents in the southern and western portions of the development. The developer also introduced a recreational area, which would be located more towards that industrial. They have tried to do everything they could to diminish what is next to them in terms of the sound. That is why they proposed putting up that six to eight foot wall and the twenty-five foot landscape buffer.

Mayor Christian asked if they were building anywhere else in Lake County. **Mr. Germana** replied that this developer has multiple projects in South Lake County.

Commissioner Burry agrees with Commissioner Robuck that this is not the right use or the right place. **Commissioner Pederson** said he also respects Commissioner Robuck's comments. He has been on the Commission for about two and half years now and he remembers hearing complaints about the ashes from the incinerator and the noise from the incinerator. **Commissioner Connell** commented that this is

not a great location for an additional one and thirty units. His understanding is that the conceptual plan showed two ingresses and egresses on CR-48 and now the county is saying they do not want that, so that traffic would have to be rerouted to Haywood Worm Farm Road. Now, if you have been down that way, you would know there are a lot of tractor trailers and garbage trucks, so if we put one hundred and thirty units coming out of a residential development, that would not be a good fit.

The roll call vote was:

Commissioner Robuck	No
Commissioner Burry	No
Commissioner Pederson	No
Commissioner Connell	No
Mayor Christian	Yes

One ye, four nays, the Commission denied the ordinance.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use Map Designation of certain property containing 32.68 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision)**

ORDINANCE 21-35 *NOT HEARD DUE TO ANNEXATION DENIAL*****

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 32.68 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a single-family residential development for a property generally located on the south side of County Road 48, east of County Road 33, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision).**

ORDINANCE 21-36 *NOT HEARD DUE TO ANNEXATION DENIAL*****

4. **An Ordinance of the City of Leesburg, Florida, amending the City of Leesburg Comprehensive Plan pursuant to Section 163.3177.6.(i) Florida Statutes, which requires the inclusion of a property rights element; Providing for conflict with other Ordinances; Providing a savings clause; and Providing an effective date.**

ADOPTED ORDINANCE 21-38

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

Commissioner Burry made a motion to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Mayor Christian asked if the City Attorney or City Manager had anything to share in this. **CA Morrison** remarked that this item is a state requirement.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Connell	Yes
Commissioner Robuck	Yes
Mayor Christian	Yes

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

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 12.94 +/- acres from City of Leesburg PUD (Planned Unit Development) and City of Leesburg SPUD (Small Planned Unit Development) to PUD (Planned Unit Development) to allow for a church/social service and youth center campus for a property generally located at the intersection of South Street and Caballo Road, as legally described in Section 28, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Salvation Army)**

ADOPTED ORDINANCE 21-39

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

Commissioner Burry made a motion to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he felt this was a great project and after speaking with Mike Rankin, who is the representative, his only concern was with the housing aspect. While their intentions are not to use this as a homeless shelter, it would be an allowable use. If that were to ever be their plan, he would not be opposed to it, but he would want to discuss what that would look like prior to it being just blanketed in the PUD, which currently allows for it. He would like to add a prohibition to the PUD prohibiting the use of the facility as a homeless shelter. He has already discussed this with the applicant and they had no issue with that. At least that was his understanding and if there ever comes a time they are interested in doing that, he is open for that discussion.

Commissioner Robuck made a motion to amend the PUD by adding a prohibition of the use of homeless shelters and Commissioner Burry seconded the motion.

The roll call vote on the Amendment was:

Commissioner Pederson	Yes
Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Mayor Christian	Yes

Five yeas, no nays, the Commission amended the motion to include the prohibited use of homeless shelters.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Christian	Yes

Five yeas, no nays, the Commission adopted the ordinance as amended.

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 28.92 +/- acres from C-3 (Highway Commercial) to PUD (Planned Unit Development) to allow for a mixed-use RV resort for a property generally located north of U.S. Highway 441 and east of Pemble Road, as legally described in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Harbor View Park RV Resort).**

ADOPTED ORDINANCE 21-40

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

Commissioner Robuck made a motion to adopt the ordinance and Commissioner Burry seconded the motion.

Mayor Christian requested comments from the Commission and the audience.

Commissioner Pederson pointed out that he must abstain from voting on this as he represents the sellers on another parcel.

Commissioner Robuck mentioned that he could not decide which rendering he liked better, but he could go with either one. Right now, there is a very large landscape buffer with a gap between the utilities and this development and the other development which would just have a standard fence. He has spoken with them about a wall and they said they would do a wall on the outside portion with less landscaping, but there are pros and cons to both. His concern is that it will look nice to start, but down down the road, what will it look like and will it be maintained more appropriately with minor landscaping and a wall or

major landscaping and a fence? **Mayor Christian** remarked that with this being an RV park there will be individual owners who basically control and maintain the landscaping. **Commissioner Robuck** stated that we would have to go after the owner of the property because the individual owners own the spaces they rent out. One good thing is, we will not deal with individual owners or an HOA because we will deal with the owner/operator of the property for the maintenance, which will make it a bit easier. **Mayor Christian** said the only concern he has is that it is right on 441, so we have to make sure it is maintained because that is a major road. **PZM Miller** replied that they required an eight foot buffer next to the manufactured home park on the west side, a thirty foot buffer on the south side along with a thirty foot buffer with a six foot high privacy fence. The applicant stated they are willing to work in different ways to use bamboo and other things of that nature that grow quickly and provide privacy and they would include that in the buffer along with the fence. We also included a requirement for larger tree calipers of six inches instead of the standard two inches and understory trees of four inches. This project was buffed up quite a bit. **Commissioner Robuck** replied he was okay with the landscape buffer without all the additional requirements that were put in, which were quite extensive. His only comment would be that he would like to see staff make sure that it looks nice and that it is not just to make the dense barrier possible because it would be visible from the corridor. On the flip side, it will look so much better than what is currently there. **PZM Miller** added that the property has been for sale for about fifteen years. We also require a significant amount of upgrades where every single space has to have a barbeque grill, has to be connected to waterways and electricity, so it will not be a place where they can charge \$9.95 a night. Staff also put in a number of conditions; no tent camping and no additional construction, so we do feel that it will be an upscale park.

Commissioner Burry asked if there were any requirements made for lake access and maintaining that canal. **PZM Miller** answered we do not have any specific requirements yet but, from a business standpoint, it would be suicide if we did not do that.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Connell	Yes
Commissioner Pederson	Abstain
Mayor Christian	Yes

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

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, renaming Dunlin Street, being an existing street shown on the Plat of Lake Denham, Phase III, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, and lying in Section 03, Township 20 South, Range 24 East; and providing an effective date.**

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

Mayor Christian requested comments from the Commission and the audience. There were none. He stated this item would layover to a future meeting.

C. NON-ROUTINE ITEMS

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Settlement Agreement between the City of Leesburg and Vermont, LLC for the purpose of setting forth the terms under which the City will resolve the pending Eminent Domain action and acquire the real property at 307 and 311 East Magnolia Street; and providing an effective date.**

ADOPTED RESOLUTION 10,905

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

CM Minner stated this item is to consider the settlement with Vermont LLC regarding the purchase of the last two remaining parcels. He provided a couple of powerpoints showing the properties the City purchased to combine and construct the Aquatic facility. As we were building the facility, there was a desire to acquire the northeast corner of the property which was not city-owned, so we went out and purchased that. Then we had discussions regarding the notched parcel, which was a vacant lot owned by a doctor in town, on the southeast corner, so we also purchased that parcel. Referring to the powerpoint, he pointed out that all the property within the blue lines is city-owned and the two yellow-highlighted parcels are the parcels in question. We did file eminent domain claims about a year ago. At the time of filing, our position was that we needed these properties for this project. We have been through several delays and he does not want to get into details for strategic purposes, but if we were to move forward with the properties, we have received a settlement offer from Vermont LLC for three hundred and sixty-three thousand dollars and that would cover their legal fees and allow us to move forward with this project. It is a steep price to pay for these lots, but as far as the settlement goes and for the project, it is a reasonable one when looking at the cost. Eminent domain cases have two phases. The first one has been delayed and when it goes to court, the judge determines whether or not there is a public purpose for taking the property. The City Attorney delayed this case, at his request, because it was scheduled to go before the judge last Thursday. We delayed that at the last second to provide the Commission with the offer from Vermont LLC of three hundred and sixty-three thousand dollars. We have estimated that if we win the eminent domain case it would cost a minimum of two hundred and sixty thousand dollars to purchase that property. The way eminent domain law works is, you are required to pay a fair market value and we are still arguing over what that fair market value is, and then there are legal fees, along with other costs associated with taking the property and that is estimated at about two hundred and sixty thousand dollars. The City Attorney believes that is probably on the low end, so it depends on where we go and where we end up after arguing over their appraisal versus our appraisal. Plus, they have been very difficult to work with. This number could end up anywhere from two hundred and sixty thousand dollars to three hundred and twenty five thousand dollars. It could even go higher than that if you throw in an appeal. In light of getting the parcels, he recommends acquiring them. He provided slides showing the current conditions of both parcels, which are substandard, dilapidated and blighted structures.

Essentially, that is where we are and to settle this case, the payment would be three hundred and sixty-three thousand dollars for those two parcels. His recommendation was to settle, but should we not settle, he asked for some discussion and subsequent direction. However, to affirmatively settle, we have to have four votes in the affirmative because this is over appraised value.

Commissioner Pederson pointed out he works in the real estate business. He has been very vocal about

doing this pool right and he is very proud of what we have done so far up until now. He was okay with some of the settlement discussions, but these discussions have spiraled out of control. He wanted to recite some numbers for the record. This party only paid fifty-two thousand nine hundred dollars per parcel. They paid less than one hundred and six thousand dollars for both parcels in April of 2019. They have owned them for less than two and a half years and they have not put any money into those properties. They are just slum properties and the owner is a slumlord. We purchased all four properties around it for two hundred and seventy thousand dollars, which breaks down to sixty-seven thousand five hundred dollars per parcel. Our appraisal came in on these two parcels at fifty-four thousand dollars and the appraiser understood, so he adjusted his number up to eighty thousand, but the numbers have just spiraled out of control. He wanted these properties more than anything, but unless they want to talk about a reasonable amount, his opinion is to put a fence around them and maybe they will sell them down the road. He has a number he would like to talk about tonight, and maybe give the City Manager some authority on it, but his opinion is maybe two hundred and fifty thousand, all in. He is not going to play their game plus pay legal fees anymore, because they are just churning out the legal fees.

Commissioner Connell commented that it is a terrible idea to purchase this property because it is way too expensive. He respects Commissioner Pederson's opinion, but he could not support anything more than the appraisal price. If we are only buying it because it is a major eyesore, then put up an eight-foot chainlink fence with privacy silk on it with some landscaping around it. We could maybe use some heavy bamboo if we really wanted to just put it out of sight. The price they are asking for is outrageous and he cannot support spending tax dollars on something that is this much overpriced. **Commissioner Robuck** agrees and said he was against this from the beginning. It is not that he does not want the property, he does not think we should use eminent domain to take someone's property who does not want to sell. He is opposed to doing anything about this. If it were a reasonable amount, he might pay it, but that is out of the conversation at this point. **Commissioner Pederson** wanted to clarify his desire for the property and that we really do not need it. In earlier discussions it was mentioned that we might need it if we had a really large swim meet where we had a lot of school kids and parents coming into town. This would have allowed for additional parking and that was his vision. This was supposed to be a grassy field to allow for overload and for buses. He really wanted the property but he is not going to pay this group of investors this kind of money. **Mayor Christian** mentioned in the initial discussions he thought we should pay the price. However, this group, the Vermont LLC, owns two additional properties which have really high code enforcement fines on them running about six hundred and twenty-five thousand dollars. Now, we talked about Lucerne Circle and the downtown development as well as Chester Street and they were going to include those in the initial price before we did the eminent domain. The City Attorney had that included in the foreclosure and he believes that Vermont LLC, gave it to Alabama LLC. He does not know if this is a citywide thing, where when these code enforcement cases get that high they then turn them over to another company. He does not know if they are doing that to avoid paying for the foreclosure or what. He believes we have fifteen hundred dollars in fines for the properties on Lucerne Circle and Chester Street. We have two cases at the attorney's office and one active file with Belem LLC, so this group of investors are tied into several investment groups. When these code enforcement fines get really high and we see these properties ready to go into foreclosure, they give them to another investment group. He is not a fan of rewarding bad behavior in the city and that is what we would be doing. Also, he is not a fan of making the pool look like a chain-link fence. He would rather put up a concrete wall around these properties. We could put a sign on the wall with the rules, we could put the City logo on the wall, add a mural with some dolphins and things like that. There should be something more attractive than a fence and he would be willing to pay more money for a nicer fence or a concrete wall, so that when you come to the Aquatic facility it enhances the City of Leesburg and this four million dollar investment. We have spent four million dollars on this project and he cannot see putting a chain link fence around those parcels. He would hope that we would want something a little more attractive. Maybe someday the owners may want to partner with the city, then they can come back

to us, but we should not spend more than the appraised value. We just had this same conversation in the CRA about spending much more than the appraised value. He does not think we should do anything more and award a bad party in the City of Leesburg.

Ms. Allen-Carston stated she has been living here since February, but with regards to what is going on with the Aquatic Center and on Pine Street, what is happening with the old black-owned businesses? Have we had enough discussions on whether there is anything going to be done for those businesses?

Mayor Christian responded that those businesses are owned by the Community Development Corporation (CDC) and they are currently under construction. **Ms. Allen-Carston** inquired what they were under construction for. **Mayor Christian** replied that there would be a restaurant and we already have a body contour business in operation. We have a barber shop, a night lounge and another restaurant that will be going under construction in the next two months. **Ms. Allen-Carston** asked about the apartments just beyond the proposed Aquatic Center, what are they going to do about those, because for forty-nine years, those things have looked exactly as they do now. When she left forty-nine years ago, those apartments looked the same. She wondered what was going to be done to enhance and beautify that area so it looked more like the other parts of Leesburg. She wanted to make sure we made improvements to match Leesburg and the Lakefront property. This was a concern of hers because when she came back to this city she saw the new archways that were built, which she understood for tourists, but she felt sincerely hurt when she drove down Pine Street and she saw what was there now as opposed to what was going on everywhere else. **Mayor Christian** assured her that this commission has made Pine Street a very high priority. The City designed a one-point-five-million dollar gateway and a streetscape for Pine Street and that is underway now with the design. Hopefully, with the next item on the agenda and the American Recovery Act, the City Manager will be able to find some additional dollars to help pay for this project. Pine Street will be beautified. The apartments that you are referring to past Childs Street are privately owned, so unfortunately, with the eminent domain, we cannot just take people's properties. We have to go through code enforcement and encourage people to fix issues with their property. We do not target any particular neighborhoods, nor do we know what any one property looks like. We have to go by the minimal housing standards and if those are met there is nothing the City can do except to support the property owners' rights. The Community Development Corporation purchased most of the property on Pine Street but, unfortunately, we do not have the financial funds for the other two on Pine Street which are privately owned and we have had discussions. **Ms. Allen-Carston** asked if the CDC and the CRA are two separate entities and if they work together. **Mayor Christian** answered yes, they are separate and they work very closely together. The City of Leesburg has three CRA's; the Carver Heights MontClair Area that covers the west, the Greater Leesburg CRA which covers the downtown, and the 441/27 CRA.

CM Minner stated if we are not going to make a motion to settle, he would recommend dropping the case. He sent an email and it included information on dropping the case and the costs associated. Those costs would be about fifty grand to walk away, we still have to pay attorney and legal fees. At this stage, if we are not interested in settling, we need to walk away. He asked for a motion to authorize the City Attorney to drop the case and to just pay the legal fees.

Commissioner Robuck made a motion to drop the case and authorize the City Attorney to pay the legal fees up to fifty thousand dollars and Commissioner Pederson seconded the motion.

Mayor Christian asked if anyone had any further discussion.

CA Morrison said that was a good recommendation because he ran the numbers and the way this works is if they were to go get an appraisal done, these eminent domain lawyers have appraisers that come back way high. He suspects they would run an income approach on this. We do not have the data to run it

because they would not share any of that information with us. However, if they came in around two hundred and seventy-five thousand dollars, the jury could pick any number between our one hundred and sixty thousand dollars and their two hundred and seventy-five thousand dollars, and the sweet spot in the middle would be around two hundred and twenty-five thousand dollars. We would end up paying about the same as we would now if we were to settle, so, if this price is too high it will be too high then too.

Mayor Christian asked if he could address the code enforcement issue on how they are able to switch these between companies. **CA Morrison** stated that with this particular one, it has not been switched, but particularly speaking to the one on Lucerne Circle that has been bought by a Spivey entity. The Spivey's are the ones behind this and it was transferred to a second Spivey entity and it is now in the hands of a third Spivey entity. He is not really sure why they keep doing this, because it does not avoid the code enforcement problem. The biggest issue with doing anything with the Spivey's is finding them for the service in the process. The registered agent for this Spivey case is an actual Spivey. The first time we tried to serve him during this eminent domain case, we found out his registered office address was a post office drop box in one of those private post office facilities. He briefly appointed a registered agent and the day before we grabbed that guy he switched it back to himself at a house address. We tried multiple times to serve him there, but he was never there and that was most of the delay in this case just trying to run this guy down. We were told by the process server that they had to literally chase him to the door to catch him before he got inside. That is the kind of people we are dealing with. They are very experienced at not being sued. We have another case pending with Lucerne Circle where we were finally able to serve him through the Secretary of the State. We are waiting for his answer and we do expect some push back once we get over the service issue, but we will eventually get to mitigate that case. After that case, he will push the other case as far as he can.

Commissioner Pederson commented that he gives the owners a one percent chance of selling but wouldn't it make sense to give the City Manager the authority to purchase those lots at the eighty thousand dollar appraisal value plus whatever the legal fees are. It would be about two hundred and twenty-five thousand dollars based on the appraised value and legal fees, and if we are paying the legal fees as part of the settlement anyway, why wouldn't we be willing to pay the appraised value? **CA Morrison** remarked that he would not bore him with the ins and outs of the negotiation process that he went through, but that would be a non-starter. **Commissioner Pederson** thanked him and hoped he would understand why he was trying before spending money on a wall. **CA Morrison** mentioned that we started at two hundred and fifty thousand dollars and that did not fly with them, so he does not think one hundred and sixty thousand dollars is going to work. **CM Minner** commented on that note, maybe there could be an addition to the resolution. You could have the motion to instruct you to drop the case and pay for the legal fees of fifty grand. Once they have been given notice, maybe they will want to come back and reconsider. Just for the sake of being optimistic, if they see this is going away, you will always have in your pocket that they authorized the City manager to go up to two hundred and twenty-five thousand dollars or whatever number you chose. He is sure they would not do it, but it is something to throw in there for prosperity.

Commissioner Pederson made a motion to amend the motion of the \$50,000 settlement to the attorneys to add an alternative authorizing the City Manager to settle at \$225,000 total for the sellers and Commissioner Burry seconded the motion.

Commissioner Burry stated that the City Attorney had already pointed out that this was a non-starter. He is not sure why we would even have an option to do that. **Commissioner Pederson** replied that it was a what if, these guys are trying to extort money out of us and we all have a pretty good visual of what these people are and he is probably down to .01% now, but he thought it was good to have that in the City Managers' pocket. **Commissioner Connell** believes that is way too much money for what we

would be getting out of it. There are other ways we can block that out of our complex without spending a quarter of a million dollars. **Commissioner Robuck** added that we have property across the street. If we ever get to the point where we run out of parking and even though we do have a lot of parking on site, there is a church there now, but, in the long term, if we do run out of parking, we do own some property across the street.

The roll call vote on the amended motion was:

Commissioner Burry	No
Commissioner Pederson	Yes
Commissioner Connell	No
Commissioner Robuck	No
Mayor Christian	Yes

Two yeas, three nays, the Commission denied the amendment.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Mayor Christian	Yes

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

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing and directing the City Manager to execute the American Rescue Plan Grant Agreement; and providing an effective date.

ADOPTED RESOLUTION 10,906

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

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

Mayor Christian requested comments from the Commission and the audience.

CM Minner pointed out that the actual number for the record is eleven million eight hundred and fifty five thousand seven hundred and seven dollars. Once we get this processed and receive the first draw, we will come back and start strategizing where we want to spend the money. We have already had a couple of discussions during the budget workshops, but before we get into it we will be revisiting this.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Robuck	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Christian	Yes

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

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Morrison had no further comments tonight.

9. CITY MANAGER ITEMS:

CM Minner had no further comments tonight.

10. ROLL CALL:

Commissioner Pederson had nothing.

Commissioner Burry mentioned that he was sure everyone was aware, but he wanted it on the record that the FDA gave full approval for the Pfizer vaccine today for COVID. He also read that Advent Health, which is one of the major providers in Lake County, made a statement today that inpatient admissions to the hospital is twice as high as they were when we had the winter peak. He encouraged everyone to follow the protocols issued by the CDC and to certainly get out and get their vaccinations.

Commissioner Robuck echoed Commissioner Burry's comments, stating that his sister's good friend died this week. He was in his mid thirties, so it is not just hitting old people anymore. We are seeing younger people die and we are seeing kids in the hospital. Even if you are one of those people who say it is my choice, it is only about me, listen to the hospitalization numbers. Other procedures are being put off and people cannot get the care they want because unvaccinated people are filling up the hospitals.

You are putting other people at risk too, even if you are okay. He is tired of people with the "I do not trust the vaccine, because the second they get COVID to the point where they have to go to the hospital, they are okay with getting pumped up with whatever drugs the hospital has to put in them with no questions asked." He asked that they go out and get the vaccine.

Commissioner Connell had nothing.

Mayor Christian echoed Commissioners Burry and Robuck's sentiments because most everyone knows someone who has been sick or died from COVID. He has a close friend who is young, a pastor of a church with three young boys and he is literally fighting for his life right now. They placed him on a ventilator a couple of days ago and he is only about forty years old. This is serious and he hopes that we are all taking it into consideration. He does not know if there is anything we can do as a City with the Department of Health or the local hospital to open up additional vaccination sites for the residents who would like to get vaccinated. He saw an upcoming zoom meeting with local doctors where they would

be talking about the vaccination and discussing concerns that the residents may have. He wanted to know if we could put something on our website so we could get people the information so they could tune into the zoom meeting, who may have questions. **CM Minner** provided an update on what the City has done with respect to COVID. We have encouraged employees to get their vaccinations by giving them a PTO day once they have received their full vaccination. We also setup a vaccination point for our employees and the community and we have been working with the Leesburg Chamber of Commerce and Dr. Hussein. We are using the Venetian Center as a community spearhead where the doctors will provide information about the vaccine and they will try to encourage it. **Sandy Moore**, Leesburg Chamber of Commerce, stated there is a meeting scheduled for this Saturday. They have a panel of doctors who will be speaking and some of the doctors are coming from the ICU at the hospital. Dr. Hussein is moderating it, it begins at 11:00 a.m. and will be live on YouTube. People can submit their questions ahead of time about COVID and the vaccines and they will be answered during that meeting. They have a link to that show and where you can submit your questions on their website. They will have a limited audience with social distancing. **Mayor Christian** said that he was recently out in Groveland talking to that City Manager and their CRA Manager. There they talked about the CRA Conference which is October 27-29th. He wants this information to be made available to the commissioners and the CRA members who may need to learn, or know more about how it functions. The CRA Annual Conference is in Ft. Myers. It offers great opportunities; you could learn what other cities are doing and you could learn new ways to maximize and utilize the CRA dollars. If this is something you may be interested in, talk to the City Managers office and they will get you set up for the CRA Conference.

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.

The meeting adjourned at 6:37 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: September 13, 2021

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a change order to the professional services agreement with CPH, Inc. for the conceptual design of the Pine Street Improvements and engineering services as part of downtown improvements for an amount not to exceed \$297,020.00; and providing an effective date.

Staff Recommendation:

Staff recommends award of the design change order to CPH, Inc. to provide final engineering design services for the proposed Pine Street Improvements in accordance with the Downtown Master Plan.

Analysis:

The purpose of this item is to proceed from conceptual design phase to final design phase and engineering services for the Pine Street complete streets and improvements project. Final design deliverables will be signed and sealed drawings and permitting for roadway reconstruction, widening of the roadway to provide on-street parking, off-street parking, pedestrian safety improvements, landscape, hardscape, irrigation, and lighting improvements.

Previously, an RFQ was conducted in order to contract with an engineering professional or firm to provide design services related to the projects in the City's recently completed Downtown Master Plan. The subsequent Conceptual Design contract was awarded to CPH and they are approximately 80% complete.

Procurement Analysis:

The Procurement Division issued RFQ 210013. The City received 4 responses to RFQ 210013. City staff evaluated the responses in accordance with Florida Statute 287.055 which legislates how the City selects and contracts for professional architect and engineering (A/E) services. Following evaluations, the top ranked firm is CPH, Inc. The final ranking of all responding firms is included here.

<u>Rank</u>	<u>Firm Name</u>	<u>Quality Score</u>
1	CPH, Inc.	85.56%
2	BESH Halff	78.76%
3	Stantec	71.12%

Options:

1. Approve award of change order for Final Design to CPH, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A budget adjustment will be processed to add the American Rescue Plan Act funds to the budget. This change order will be funded from those funds.

Account No. 031-5112-542-3130

Project No. ARPACT

Work Order No. WF1335703/2

Submission Date and Time: 9/8/2021 10:33:31 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH
CPH, INC. FOR THE CONCEPTUAL DESIGN OF THE PINE STREET
IMPROVEMENTS AND ENGINEERING SERVICES AS PART OF
DOWNTOWN IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED
\$297,020.00; 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 design change order to the Professional Services Agreement with CPH, Inc. whose address is 500 W. Fulton Street, Sanford, Florida 32771 for Professional Engineering Services related to the design of the Pine Street Improvements pursuant to Request for Qualification (RFQ) 210013.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of September 2021.

Mayor

ATTEST:

City Clerk



SCOPE OF SERVICES
CITY OF LEESBURG
Pine Street Improvements

September 2, 2021

CPH, Inc.

ENGINEERING – FINAL DESIGN SERVICES

BASIC SERVICES OF THE CONSULTANT

PART I

PROJECT DESCRIPTION

The City of Leesburg (City) has requested CPH, Inc. (CPH) to provide final engineering design services for the proposed Pine Street Improvements in accordance with the Downtown Master Plan and correspondences with City staff. The Pine Street improvements may include roadway reconstruction or rehabilitation, widening the roadway to provide on-street parking, off-street parking, pedestrian safety improvements, landscape, hardscape, irrigation, and lighting.

SCOPE OF SERVICES

A. SURVEYING

A-1 UNDERGROUND UTILITY DESIGNATION/LOCATION

- Underground Utility Designation/Location to be performed by Subsurface Utility Engineering Sub-consultant (see attached "Survey Site Exhibit" for limits). See Separate Proposal from Sub-consultant.

B. PINE STREET DESIGN SERVICES

B-1.1 PINE STREET DESIGN DEVELOPMENT

Based on the City approved Conceptual Plan; CPH will prepare the construction plans to the 60% completion level. This plan set will include refining the concept design to include the proposed vertical profile and cross-sections using AutoCAD Civil 3-D. The design shall follow the City of Leesburg Design Criteria, FDOT Greenbook, FDOT Standard Plans, and adhere to ADA requirements. The plan set will consist of the following sheets:

- Key Sheet
- General Notes
- Summary of Pay Items
- Typical Sections
- Plan/Profile Sheets
- Cross-Sections at 50-ft
- Miscellaneous Details (as needed)
- Signing and Pavement Marking Plans

Traffic Control Plans (TCP General Notes and applicable FDOT Standard Index Sheets)
Traffic Control Plans (Detours Plans)
SWPPP and Erosion Control Plans
Survey Sheets

Plans will be prepared in accordance with the City of Leesburg, and the St. Johns River Water Management District (SJRWMD). Storm Water Management will be designed in accordance with the current standards of the City of Leesburg. Due to the additional impervious area (pavement and/or sidewalk), CPH will perform runoff spread analysis to determine the required inlet spacing to prevent adverse roadway ponding of runoff on the roadway. The design will include connecting the proposed inlets (if any) to the existing stormwater conveyance system. Hydraulic analysis of the existing stormwater conveyance system is not included in this scope of services. CPH will coordinate with the City before designing the appropriate stormwater management facilities. The stormwater design is based on the assumption that the project is exempt from permitting through SJRWMD (see Section 4.0 below). If SJRWMD determines a permit is required and additional stormwater design (pond design, exfiltration analyses, etc.) are required, an amendment will be prepared and submitted for review and approval.

Traffic Control Plans (TCP) will be designed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and FDOT Standards Plans. For this scope of services, due to the hospital operations and residential and commercial drives, CPH will prepare detailed TCP to ensure access can be maintained. This scope includes developing Phased TCP Plans to maintain one-way direction along Pine Street.

CPH assumes the CITY has approved Front End Documents for the advertisement and contractual agreement with a prospective contractor. CPH will utilize FDOT Standard Specifications as the governing specifications for the roadway and drainage improvements, incorporating any Supplemental Specifications for items not covered by the FDOT Specifications. CPH will update the EEOPCC for the 60% Plans submittal. Upon review of the 60% Plans, a meeting with the City will be held to discuss the specific design elements. This submittal will also include the Geotechnical Report.

Within this service are up to two (2) meetings or conference calls with the City. Plans will be supplied to the City in reproducible form at a suitable scale to fit on an eleven-inch by seventeen-inch (11"x17") plan sheet and will be accurate, legible, complete in design, and suitable for submittal to the City of Leesburg for preliminary review and approval.

B-1.2 PINE STREET FINAL DESIGN

Upon completion of the City's review of the 60% Plans, CPH will address the City's comments and prepare the plans to a 90% plan level. The 90% plans will include, but may not be limited to the following sheets:

Key Sheet
General Notes
Summary of Pay Items
Summary of Drainage Structures
Typical Sections
Plan/Profile Sheets
Cross-Sections at 50-ft
Miscellaneous Details (as needed)
Signing and Pavement Marking Plans
Traffic Control Plans (TCP General Notes and applicable FDOT Standard Index Sheets)

- Traffic Control Plans (Detours, as needed)
- SWPPP and Erosion Control Plans
- Survey Sheets
- Landscape Plans (see Section B-7 below)
- Landscape Details (see Section B-7 below)
- Irrigation Plans (see Section B-7 below)
- Irrigation Details (see Section B-7 below)
- Lighting Plans (see Section B-6 below)
- Lighting Details (see Section B-6 below)

CPH will update the Supplemental Specification and EEOPCC for the 90% submittal. Upon City review of the 90% submittal, CPH will address the City's comments and prepare the Final plans.

Any modifications to the plans requested by the City pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. For any modifications that require redesign or additional design after a phase review, CPH will prepare an amendment to this scope of services for review and approval.

B-1.3 PINE STREET GEOTECHNICAL SERVICES

CPH will utilize Universal Engineering Sciences (UES) as a subconsultant to perform the Geotechnical Engineering services. Please refer to the proposal as submitted by UES.

B-2 PERMITTING

Permitting is anticipated with the St Johns River Water Management District (SJRWMD). It is assumed the roadway reconstruction will qualify for a Permit Exemption, under rule 62-330.051(4)(c)4.c (roadway widening that does not create additional traffic lanes and is necessary to meet current, generally accepted roadway design and safety standards"). Upon approval of the City's preferred Conceptual Plan, CPH will schedule a Pre-Application meeting with SJRWMD to discuss the project. Upon receipt of the City's approval of the 60% plans listed above, CPH will prepare the permit determination/exemption request application. If SJRWMD determines a permit is required, an amendment to this scope of services will be submitted for review and approval.

Any modifications requested that are not code or design standards issues, or modifications requested by the permitting agencies that require significant plan revisions (as agreed upon by the City and CPH), or if any other permits are identified to be required during the design or review process, and not outlined above, CPH will prepare an amendment to this scope of services for review and approval. Permitting and/or application fees will be the responsibility of the City.

B-3 UTILITY COORDINATION

CPH understands these projects will require utility coordination for underground and overhead utilities. CPH will utilize the horizontal utility locates prepared during the conceptual design phase and obtain underground utility locates describe in Task A-1.0 above to coordinate with the City and other private utilities, and propose a design that minimizes conflicts. CPH will furnish plans of the 60% plan stages to the utilities for review and confirmation of utility location. Upon completion of the 90% Plans, CPH will furnish the plans to the utilities to develop relocation plans (as needed). CPH is not responsible for the

design or cost of the relocated utilities. If City owned utilities (water, sewer, reclaim) are unavoidable, CPH can provide a proposal to design the relocation plans.

B-4 ELECTRICAL ENGINEERING

In general, this project comes from the desire by the City of Leesburg to renovate Pine Street to include new pedestrian level pole or bollard lighting, and festival vendor power connections. It also includes lighting and electrical power to the new vertical features at the corner of Pine Street and Canal / Childs Streets, landscape and pedestrian lighting for the area immediately around the corner, and additional power points for seasonal or festival loads.

The CPH electrical engineer will attend a Zoom or similar meeting for kickoff and initial data gathering (Qty 1). This will include a Q&A with the City on the requirements for the space from performance and aesthetic standpoints.

CPH will research any relevant federal, State or local building and electrical codes that apply to the project.

CPH will research any relevant electrical utility requirements that apply to the project. This will include a discussion on location for power feeds and clearances from other utility structures in the area. It will also include an analysis of voltage drop for the new circuits required for the project (based on the voltages available from the utility) and short circuit availability at any new electrical equipment

CPH will prepare permit / bid / construction documents for the project that will include a site electrical drawing with electrical equipment and light fixture locations, a single-line electrical power distribution drawing, technical specifications on a drawing that describe the electrical equipment, wiring, conduit, etc. and construction requirements for those pieces, an additional site plan with photometrics at grade for the fixtures and fixture layout approved by the City, and any details required for permitting, bidding and construction of the project. Documents will be sealed and signed by a licensed professional engineer as required by State and local law. The CPH electrical engineer will participate in two (2) progress and plan review meetings via Zoom or similar.

B-5.1 LANDSCAPE DESIGN DEVELOPMENT

CPH will prepare 60% Plans based on staff direction and coordination of the concept layout, consisting of plan view sheets of the improvements, detailing the proposed streetscape improvements associated with the project. The 60% Plans will be prepared on a 11" x 17" sheet at a reasonable scale to clearly detail the proposed construction required for the program elements. CPH will submit the 60% Plans to the City for review, and will make revisions to the plans as requested. The 60% Plans will consist of the following sheets:

- Tree Protection and Mitigation Plan
- Landscape Design
- Landscape Notes and Details
- Hardscape Design
- Hardscape Notes and Details

Following acceptance of the 60% Plans, CPH will develop 3D rendering graphics with appropriate views concerning building massing as necessary for the proposed site improvements. Perspective graphics will be generated utilizing Sketch-up, Adobe CS Suite, and Lumion 3D.

During this process, CPH will respond to the roadway layout plan as approved by the City and shall provide for roadway layout, building placement and style, supporting hardscape features, and design specifics such as materials, textures and colors for development of the subject roadway. Materials and pantone colors shall be provided to CPH Landscape Architects by the City.

- CPH will provide one (1) rendering with three (3) perspective views for review and comment with one set of modifications.

Any alterations to the rendering after the first modification will be handled as an additional service.

B-5.2 FINAL LANDSCAPE PLAN

Based on the City's review of the 60% Plans, CPH will prepare 90% Construction Plans on 24"x36" paper at a reasonable scale to clearly detail the proposed construction required to meet City and ADA criteria. At this submittal CPH will also prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design and City's design criteria. This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements. The 90% Construction Plans will consist of the following sheets:

- Tree Protection and Mitigation Plan
- Landscape Plans
- Landscape Notes and Details
- Hardscape Plans
- Hardscape Notes and Details
- Irrigation Plans
- Irrigation Notes and Details

Based on the City's 90% Submittal review, CPH will prepare Final Bidding Documents (100%) and Specifications.

C. CDC SITE DESIGN ENGINEERING SERVICES

C-1 CDC SITE SURVEY

CPH will prepare an overall **Boundary and Topographic Survey** as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida of 7 Parcels having the following Alternate Key Numbers: 1265533, 1265509, 1265487, 1265495, 1265444, 1265461 and 1343674 per Lake County Property Appraiser located south of Pine Street and west of South Childs Street, and perform a Topographic Survey of the apparent full right-of-way (back of walk to back of walk or apparent limits) of South Childs Street where adjacent to site containing approximately 0.17 acres Containing approximately 1.83 acres (see area depicted in red on the attached "Survey Site Exhibit" for limits).

- 50' topographic grid of site and 5' off-site on adjoining boundary lines or up to existing fences/walls.
- Location of existing visible above ground improvements & visible utilities within scope (inverts, pipe sizes and materials on accessible structures only).
- Location of trees as marked/flagged by CPH's Certified Arborist.
- Locate soil borings as provided by Geotechnical Engineer
- Horizontal and vertical locations at a 50' grid along existing roadways in the apparent full right-of-way.
- Location of existing visible above ground improvements & visible utilities within scope (inverts, pipe sizes and materials on accessible structures only).
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- Signed and sealed survey of overall site (individual parcel surveys not included).

SURVEY SITE EXHIBIT



C-2 CDC SITE ENVIRONMENTAL SERVICES

C-2.1 TREE SURVEY

An ISA-certified arborist shall conduct a field assessment of trees within the project boundaries. The arborist shall provide to the surveyor, a table showing the following information:

- The number of each tree;
- The scientific and common name of each tree; The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum of the diameters of individual trunks shall be measured;

- Each tree shall be assigned a condition rating based on an evaluation of health, structure and form as described in the Council of Tree and Landscape Appraisers *Guide to Plant Appraisal*, 10th Edition (2018)
- Pictures shall be taken of select trees if they are in poor condition, as required.
- The arborist shall review the tree survey once received from the surveyor for quality control and provide any necessary changes to the surveyor.

C-2.2 PRELIMINARY ECOLOGICAL ASSESSMENT

CPH shall perform a preliminary ecological assessment on the subject property. Tasks to be completed include the following:

- Regulatory Files Search: CPH will perform a search of readily available public data bases for historical or existing regulatory approvals/authorizations for the water management district. CPH shall review the readily available files and summarize the findings.
- Public Data Base Research: CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web-based files and distribution mappings, and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property. CPH will also review Florida Natural Areas Inventory web-based files for the recorded presence of protected species within the subject project vicinity.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
- Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized in ArcView 10.3 based on "desk top" interpretation of features evident on the aerial photography, correlation with soil types (SCS Soil Map of Lake County) and field verification for each mapped classification. The dominant vegetation of each classification will be recorded and wetland areas identified.
- Report: CPH shall prepare a memorandum report summarizing the habitat & land use mapping, observed protected species, wetland mapping, past regulatory authorizations, current regulatory considerations, and results of the public data base search to assist with project planning. The Client shall receive an electronic copy of the report and figures.

Should the Preliminary Ecological Assessment determine presence of protected species, wetlands, surface waters, or other environmental factors requiring permitting, an amendment to this scope of service will be submitted for review and approval.

C-3 CDC SITE GEOTECHNICAL SERVICES

CPH will utilize Universal Engineering Sciences (UES) as a subconsultant to perform the Geotechnical Engineering services. Please refer to the proposal as submitted by UES.

C-4 CDC SITE DESIGN

The City of Leesburg provided CPH with three (3) parking and building layout options for the proposed CDC site development (See attached Exhibit 1). CPH will review the options with the CDC representatives and City to determine which of the options should be used to move forward with the design and permitting process. For the purposes of this proposal, the site plan is limited to two (2) small one-story buildings (1,200 sf +/-) or one (1) one-story building (2,300 sf +/-), one (1) two-story building (8,200 sf +/-), a parking lot to serve the proposed buildings, sidewalk improvements, utility services (water, sewer, power) and stormwater accommodation for the proposed improvements.

It is the understanding of CPH that the CDC property is comprised of at least eight (8) lots. In addition, these lots are under commercial and residential zonings. The City has instructed us to move forward with the proposal assuming that the site will be developed as one lot and under a commercial zoning category.

Property Rezoning, Conditional Use, Lot Aggregation, Variances, or any other zoning process not described as part of this proposal scope are not included as part of this contract.

C-4.1 CDC CONCEPTUAL SITE PLAN (30% Submittal)

CPH will prepare one (1) Conceptual Site Plan based on the City approved development layout upon receiving the property boundary and topographic survey (to be prepared by CPH). It is assumed that water, sewer (gravity), and power are available along Pines St with enough capacity to service the proposed development. CPH will coordinate with the water, sewer, and power utility companies to determine the best way of serving the development. CPH will review Environmental and Landscape findings and considerations during this phase of the design. Within the fee identified for this task, it will allow up to two (2) CLIENT requested modifications. Additional Conceptual Plan modifications can be provided as an additional service and an amendment to this contract will be required.

C-4.2 CDC CONSTRUCTION PLANS (90% Submittal)

Based on the City approved Conceptual Site Plan; CPH will prepare 90% set of Construction Plans. The plans will include the site dimension plan, grading, as well as the infrastructure design for the proposed improvements. CPH will coordinate Environmental and Landscape items which may affect the development design.

Within this task are up to four (4) conference calls or design meetings with the City to discuss/review the designs as they progress. Within the fee identified for this task, it will allow up to two (2) City requested modifications. Additional plan modifications can be provided as an additional service and an amendment to this contract will be required.

CPH will prepare 90% set of Construction Plans. These plans will include, but may not be limited to the following sheets:

- Cover Sheet
- Limited Boundary and Topographic Survey (Provided by Surveyor)
- Dimensional Site Plan
- Grading and Storm Drainage Plan/Details
- Utility Plan/Details
- Sedimentation/ Erosion Control Plan and Details
- Sections

- Photometric/Lighting Plans (by others)
- General Notes and Specifications
- Landscape Plan (See Section C-5 below)
- Landscape Details (See Section C-5 below)
- Irrigation Plan (See Section C-5 below)
- Irrigation Details (See Section C-5 below)

These plans will be prepared in accordance with the City of Leesburg and the SJRWMD. Storm Water Management will be designed in accordance with the current standards of the City of Leesburg and will include the “Best Management Practices” proposed by the SJRWMD.

Design and preparation of lighting and photometric plans by CPH is not included in the scope of this contract. It is assumed that the lighting/photometric plans for the development will be provided by the City of Leesburg Electrical Department. In addition, CPH will coordinate the City architects and the City’s Electrical Department to obtain the routing of the power to service the development.

Plans will be supplied to the City in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24” x 36”) plan sheet and will be legible and suitable for submittal to the City of Leesburg and the SJRWMD for review and approval. The plans and data will be reviewed with the City, prior to submitting the plans to the permitting agencies. Within the fee identified for this task, it will allow one (1) City requested modification during the permitting review. Any modifications (non-code related) to these plans requested by the City after the plans are modified and prepared for submittal for permitting will be performed as an additional service and an amendment to this contract will be required.

C-4.3 CDC PERMITTING

Upon receipt of the City approval of the 90% Construction Plans listed above, CPH will prepare the permit applications and supporting data for the applicable regulatory agencies, including;

- Leesburg – Site Plan/Engineering Plan
- FDEP Water
- FDEP Sewer
- SJRWMD ERP

CPH will coordinate the processing of the applications through the regulatory agencies. Within this service are up to two (2) conference calls with each of the regulatory agencies (these calls will be done during any of the phases of the design process mentioned above), one (1) submittal of the applications and supporting documents, and up to one (1) response to agency comments. In order to minimize travel, meetings with multiple agencies will be scheduled, when possible. Meetings required beyond these will be handled as additional service, and an amendment to this contract will be required. Should there be a potential for denial on an application, the City will be informed so they may make the appropriate arrangements to retain legal staff, if required, to address the denial should it occur. The City will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code

issues, or modifications requested by the City will be addressed as additional services and an amendment to this contract will be required. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and an amendment to this contract will be required.

C-4.4 CDC FINAL CONSTRUCTION PLANS (100% Submittal)

Upon approval of the Construction Plans by the regulatory agencies mentioned above, CPH will provide the City the 100% set of Final Construction Plans for project bidding and construction.

C-5 CDC SITE LANDSCAPE DESIGN

C-5.1 TREE PROTECTION AND MITIGATION PLAN

CPH landscape architects will prepare a tree protection and mitigation plan in accordance with Local Codes and Ordinances based on a tree survey and supporting tree inventory data provided by others. The plan will show trees to remain or be relocated, and trees to be removed. The tree inventory information provided to CPH landscape architects by others shall be based on the required information per the Local Codes and Ordinances and prepared by an ISA Certified Arborist.

C-5.2 30% DESIGN DEVELOPMENT DRAWINGS

CPH Landscape Architects will consult with CPH Project Engineers regarding the conceptual site plan and configuration, open space areas, and the conceptual development of the plant pallet. CPH will prepare a Preliminary Landscape Plan for buffers, vehicular use areas, required open space, and façade plantings as necessary. The preliminary landscape plan will be designed in compliance with the CITY's design program and minimum landscape code requirements for the jurisdiction. CPH will coordinate closely with staff before and during this phase. The plan will be drawn to scale over the base provided by the Project Engineer and will indicate design intent, but not be at the construction document level. Plant species and specifications will be identified but not plant quantities. The scope of work includes responding to one (1) round of CITY comments and providing an estimate of probable cost.

C-5.3 FINAL LANDSCAPE PLAN CONSTRUCTION DOCUMENTS (90%)

Upon CITY's approval of the Preliminary Landscape Plan, and authorization to proceed, CPH will move forward with preparing the subsequent submittals: 90% (Final Submittal) that will be responsive to review comments from the CITY and all reviewing committees from the Design Development Drawings. These drawing will be a construction document and include a plant list with plant species, quantity and specifications, planting details and general notes regarding implementation requirements. The scope of work includes responding to one (1) round of CITY comments per submittal and providing updated estimates of probable cost.

C-5.4 IRRIGATION PLAN

Pursuant to CITY's approval of the 90% Landscape Plan, CPH will prepare an irrigation plan for an automatic irrigation system that responds to the requirements of the landscape design and CITY's design criteria. Preliminary irrigation design updates related to departures from

the original site plan layout will be performed as an additional service. This drawing will be a construction document and include a materials list, watering schedule, irrigation details and general notes regarding implementation requirements. Cost for the irrigation system will be included in the final estimate of probable cost provided. Material take-offs that include zone pipe quantities, with individual sizes are not included and will be performed, upon request, as an additional service.

D. PINE STREET PARK FACILITY

D-1 PARK SURVEY

CPH will prepare a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida of one (1) parcel approximate 0.1 acre in size. The property lines will be shown based on available recorded documents. A Boundary Survey will not be provided. Surveying services include:

- 50' topographic grid of site and 5' off-site on adjoining boundary lines or up to existing fences/walls.
- Location of existing visible above ground improvements & visible utilities within scope (inverts, pipe sizes and materials on accessible structures only).
- Location of trees as marked/flagged by CPH's Certified Arborist.
- Location of existing visible above ground improvements & visible utilities within scope (inverts, pipe sizes and materials on accessible structures only).
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- Signed and sealed survey of overall site (individual parcel surveys not included).

D-2 PARK SITE ENVIRONMENTAL SERVICES

D-2.1 TREE SURVEY

An ISA-certified arborist shall conduct a field assessment of trees within the project boundaries. The arborist shall provide to the surveyor, a table showing the following information:

- The number of each tree;
- The scientific and common name of each tree; The diameter at breast height (DBH) of each tree, or if a multiple trunk tree, the sum of the diameters of individual trunks shall be measured;
- Each tree shall be assigned a condition rating based on an evaluation of health, structure and form as described in the Council of Tree and Landscape Appraisers *Guide to Plant Appraisal*, 10th Edition (2018)
- Pictures shall be taken of select trees if they are in poor condition, as required.
- The arborist shall review the tree survey once received from the surveyor for quality control and provide any necessary changes to the surveyor.

D-2.2 PRELIMINARY ECOLOGICAL ASSESSMENT

CPH shall perform a preliminary ecological assessment on the subject property. Tasks to be completed include the following:

- Regulatory Files Search: CPH will perform a search of readily available public data bases for historical or existing regulatory approvals/authorizations for the water management district. CPH shall review the readily available files and summarize the findings.
- Public Data Base Research: CPH will review Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) web-based files and distribution mappings, and review the Atlas of Breeding Sites of Herons and Their Allies (FFWCC) to identify recorded listed species within the project site or within the vicinity of the subject property. CPH will also review Florida Natural Areas Inventory web-based files for the recorded presence of protected species within the subject project vicinity.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern) and wetlands and surface waters. The approximate location of all observed protected species and approximate extent and configuration of wetlands and surface waters shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12).
Vegetation and Land Use: CPH will prepare a Vegetation and Land Use Map covering the project site. The mapping will follow Level III nomenclature of the Florida Land Use Cover and Forms Classification System (FLUCFCS). The approximate acreage of each classification will be tabulated for the site. The map will be digitized in ArcView 10.3 based on "desk top" interpretation of features evident on the aerial photography, correlation with soil types (SCS Soil Map of Lake County) and field verification for each mapped classification. The dominant vegetation of each classification will be recorded and wetland areas identified.
- Report: CPH shall include the findings summarizing the habitat & land use mapping, observed protected species, wetland mapping, past regulatory authorizations, current regulatory considerations, and results of the public data base search in the report prepared under Task C-2.0. A separate report for the Park Site will not be prepared.

Should the Preliminary Ecological Assessment determine presence of protected species, wetlands, surface waters, or other environmental factors requiring permitting, an amendment to this scope of service will be submitted for review and approval.

D-3 PARK SITE LANDSCAPE DESIGN

D-3.1 TREE PROTECTION AND MITIGATION PLAN

CPH landscape architects will prepare a tree protection and mitigation plan in accordance with Local Codes and Ordinances based on a tree survey and supporting tree inventory data provided by others. The plan will show trees to remain or be relocated, and trees to be removed. The tree inventory information provided to CPH landscape architects by others shall be based on the required information per the Local Codes and Ordinances and prepared by an ISA Certified Arborist.

D-3.2 LANDSCAPE DESIGN SERVICES

CPH will provide Landscape Architecture Design services to implement the improvements discussed with staff for the Park area as identified by the CITY. CPH will attend a detailed field review meeting with the CITY in order to confirm the proposed program and define the design vocabulary of the proposed park improvements. Following this meeting, CPH will prepare one (1) Conceptual Plans consisting of landscape and hardscape design of the improvements discussed, detailing amenity designs consistent with the design vocabulary discussed with the CITY. Hardscape elements may include but are not limited to signage element design, shade structures, site fencing, and site furnishings including litter receptacles, benches, picnic tables, bike racks, playground features, and decorative hardscape surface materials. CPH will provide the CITY recommended manufactured playground and park amenity products sheets to review and select from. The Conceptual Plans will be prepared on a 24"x36" sheet at a reasonable scale to clearly detail the proposed construction required for the program elements. CPH will submit the Conceptual Plans to the CITY for review. The 30% Plans will consist of the following sheets:

- Landscape Design
- Landscape Notes and Details
- Hardscape Design
- Hardscape Notes and Details

Upon CITY's approval of the Concept Landscape Plan, and authorization to proceed, CPH will move forward with preparing the Final Submittal that will be a refined drawing of the concept landscape plan that is responsive to review comments from the CITY and all reviewing committees. These drawing will be a construction document and include amenity products and specifications, plant list with plant species, quantity and specifications, planting details and general notes regarding implementation requirements. The scope of work includes responding to one (1) round of CITY comments per submittal and providing updated estimates of probable cost.

D-4 PARK SITE DESIGN

Based on the City approved Conceptual Landscape Plan; CPH will prepare the Engineering Plans. The Engineering plans will include the site dimension plan, grading, as well as notes and details for the proposed improvements. CPH will coordinate Environmental and Landscape items which may affect the development design.

Plans will be prepared in accordance with the City of Leesburg and the St. Johns River Water Management District (SJRWMD). Storm Water Management will include design in accordance with the current standards of the City of Leesburg, and will include the "Best Management Practices" proposed by the SJRWMD. It is assumed the park will be exempt from SJRWMD Stormwater Permitting. CPH will attend a pre-application meeting (via conference call) with SJRWMD during conceptual phase and submit a formal permit determination application. Should a SJRWMD stormwater permit be required, an amendment to this scope of service will be submitted for review and approval.

It is assumed that the proposed park will not include buildings; therefore, utility design and coordination are not part of the proposed scope. Should utility design be required, an amendment to this scope of service will be submitted for review and approval.

Upon receipt of the City approval of the Engineering Plans listed above, CPH will prepare the permit applications and supporting data for the Leesburg – Site Plan/Engineering Plan. It is assumed that the Engineering Plans will be approved with minor comments from the City permitting review.

CITY-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the City. In the performance of these services, CPH will coordinate its efforts with the City's Project Manager, or designated person and other project team members as required. The City shall provide CPH with available project-related technical data including, but not limited to, the following:

- Previous Roadway Plans or data
- Previous Stormwater Plans or data
- Previous Utility Plans or data
- Any other pertinent information concerning this project to which the City may have.

CPH will rely upon the accuracy and completeness of City-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the City and is exclusive of City and local review of interim products. If the City requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the breakdown of fees for each task. Tasks that are identified as Time and Materials (Hourly) or as an Allowance have been provided an 'Upset Limit' budget. The City will be informed when the services are about to exceed this limit.

Phase No.	Phase Description	Billing Method	Fee
A.	PINE STREET SURVEYING		
A-1.1	Vertical Utility Test Holes (Up to 30)	Allowance	\$13,220.00
A-1.2	MOT Lane Closures	Allowance	\$7,310.00
A-1.3	MOT/Lane Closure Permitting	Allowance	\$515.00
B.	PINE STREET DESIGN SERVICES		
B-1.1	Design Development	Lump Sum	\$78,550.00
B-1.2	Final Design Phase	Lump Sum	\$43,000.00
B-1.3	Geotechnical (subconsultant)	Lump Sum	\$5,650.00
B-2.0	Permitting (Exemption)	Lump Sum	\$2,500.00
B-3.0	Utility Coordination	Lump Sum	\$4,500.00
B-6.0	Electrical Design	Lump Sum	\$15,900.00
B-7.1	Landscape Design Development	Lump Sum	\$12,500.00
B-7.2	Final Landscape Plan	Lump Sum	\$5,900.00
PINE STREET FINAL DESIGN TOTAL			\$189,545.00

C.	CDC SITE DESIGN ENGINEERING SERVICES		
C-1.0	CDC Site Survey	Lump Sum	\$8,500.00
C-2.0	CDC Site Environmental Services	Lump Sum	\$4,750.00
C-3.0	CDC Site Geotechnical Services	Lump Sum	\$3,425.00
C-4.1	CDC Conceptual Site Plan	Lump Sum	\$8,750.00
C-4.2	CDC Site Construction Plans	Lump Sum	\$37,000.00
C-4.3	CDC Site Permitting	Lump Sum	\$15,500.00
C-4.4	CDC Site Final Construction Plans	Lump Sum	\$6,250.00
C-5.1	CDC Site Tree Protection and Mitigation Plan		
		Lump Sum	\$2,250.00
C-5.2	CDC Landscape 30% Design Dev.	Lump Sum	\$5,750.00
C-5.3	CDC Site Final Landscape Plan	Lump Sum	\$2,500.00
C-5.4	CDC Site Irrigation Plan	Lump Sum	\$2,400.00
	CDC SITE DESIGN TOTAL		\$97,575.00
D.	PARK DESIGN ENGINEERING SERVICES		
D-1.0	Park Survey	Allowance	\$1,400.00
D-2.0	Park Environmental Services	Allowance	\$600.00
D-3.0	Park Landscape Design Services	Allowance	\$4,500.00
D-4.0	Park Site Design	Allowance	\$3,400.00
	PARK DESIGN TOTAL		\$9,900.00

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase. Expenses not to exceed \$3,000.00 (approx. 1% of the total fees).

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Bid Phase/Post Design Services
- Storm water modeling and/or analysis of the existing stormwater sewer or pond system
- Traffic studies or signalization design
- Utility relocation design
- Coordination of environmental issues with the regulatory agencies
- Building/Architectural design.
- Any permits not identified herein
- Special meetings with agencies or other consultants not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Easement or right-of-way vacation or dedication services or platting services
- Construction Engineering & Inspection (CEI) or Construction Administration

- Expert witness for litigation.
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION

By: 
Kurt R. Luman, Jr., P.E.
Sr. Vice President / Associate

Attachments:

Universal Engineering: Geotechnical Exploration Proposals (Pine Street and CDC Site)
Southeastern Surveying: Utility Test Holes Proposal (Pine Street)



ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

- Atlanta
- Charlotte
- Daytona Beach
- DC Metro
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

January 15, 2021

CPH Corp.
1117 East Robinson Street
Orlando, Florida 32801
(407) 425-0452

Attention: Mr. Leopoldo Ayala, P.E.
layala@cphcorp.com

Reference: **Fee Proposal – Geotechnical Exploration**
Pine Street Reconstruction
Leesburg, Lake County, Florida
UES Proposal No.: 183
UES Opportunity No.: 0130.0121.00023

Dear Mr. Ayala:

Universal Engineering Sciences (UES) is pleased to submit this proposal to provide a geotechnical exploration for the above referenced project in Lake County, Florida. Our understanding of this project, with our proposed scope of services and fees, are presented in the following paragraphs.

PROJECT DESCRIPTION

We understand the proposed project will consist of the reconstruction of a portion of Pine Street located in Leesburg, Florida. The project will also include the construction of two (2) monument structures. No site plan was available at the time of this proposal. **Please note we have included a budget for Maintenance of Traffic for the Market Street portion of the project.**

We anticipate that minimal (i.e. less than 2 feet of) structural fill or cuts will be necessary to achieve finished grades in the proposed structure and pavement areas of the site. Our proposal assumes the boring locations will be readily accessible to our drilling rig.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

Our scope of work has not been designed to evaluate of the deep subsurface soils with respect to the potential for sinkhole activity at the subject site. This requires a more thorough scope of work than proposed including geophysical studies (i.e. ground penetrating radar and electrical resistivity testing) and deep soil borings extending to the limestone bedrock formation. However, we will be glad to furnish you with a proposal for these services upon request.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.



Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean-up including backfilling the boreholes with sand for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

GEOTECHNICAL SCOPE OF SERVICES

Our proposed scope of field exploration will consist of performing the following:

- Perform five (5), 15-foot deep Standard Penetration Test (SPT) borings within the proposed roadway and perform permeability testing for exfiltration design.
- Perform two (2), 20-foot deep Standard Penetration Test (SPT) borings within the proposed monument structure footprint.

Standard Penetration Tests (SPT) will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings. Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to our laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) guidelines.

ANALYSIS AND GEOTECHNICAL ENGINEERING REPORTS

UES will prepare a geotechnical engineering report for the proposed development. The report will be prepared under the direction of a Professional Geotechnical Engineer registered in the State of Florida who specializes in consulting engineering. The report will summarize the field and laboratory services performed and provide an engineering analysis of the site soil and groundwater conditions with special attention to potential subsurface conditions that may hinder development. The final report will contain the following information at a minimum:

- Soil boring logs and classifications
- Existing groundwater levels and estimated seasonal high levels at the boring locations
- Discussion on the presence or lack of unsuitable soils at the boring locations (i.e. highly organic soils, etc.)
- Foundation design recommendations
- Pavement Design Recommendations
- Stormwater exfiltration design recommendations
- Site preparation recommendations

SCHEDULE

We propose to complete the field work approximate 2 to 3 weeks following receipt of authorization to proceed. We expect to have a completed report approximately 1 week following the completion of the field work. This schedule is based on access to the subject property being provided immediately upon receipt of your written authorization to proceed. If your schedule needs should change, please advise us.

FEE & TERMS

Universal Engineering Sciences will complete the scopes of work outlined within this proposal for the following fees:

Geotechnical Exploration (Pine Street)

\$5,650.00 LUMP SUM

We will not exceed our budget unless the scope of work is varied or the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

Enclosed you will find our General Contract Conditions with a copy of our Work Authorization/Proposal Acceptance Form. If you would like to proceed, please sign and return an executed copy of the enclosed work authorization form to our office. We will initiate the field work upon receipt of the executed work authorization form.

CLOSURE

Universal Engineering Sciences appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please do not hesitate to contact the undersigned at 407-423-0504 if you have any questions.

Sincerely,

Universal Engineering Sciences



Zachary W. Adams, P.E.
Geotechnical Project Engineer
zadams@universalengineering.com



Ricardo Kiriakidis, Ph.D., P.E.
Geotechnical Department Manager
rkiriakidis@universalengineering.com

ZWA/jbm

Enclosures: General Conditions
Work Authorization/Proposal Acceptance Form

August 4, 2021

CPH Corp.
1117 East Robinson Street
Orlando, Florida 32801
(407) 425-0452

Attention: Mr. Leopoldo Ayala, P.E.
layala@cphcorp.com

Reference: **Fee Proposal – Geotechnical Exploration**
CDC Parking Lot & Stormwater
Leesburg, Lake County, Florida
UES Proposal No.: 1889581
UES Opportunity No.: 0130.0821.00014

Dear Mr. Ayala:

Universal Engineering Sciences (UES) is pleased to submit this proposal to provide a geotechnical exploration for the above referenced project in Lake County, Florida. Our understanding of this project, with our proposed scope of services and fees, are presented in the following paragraphs.

PROJECT DESCRIPTION

We understand the proposed project will consist of the reconstruction of a portion of Pine Street located in Leesburg, Florida. The project will also include the construction of two (2) small stormwater ponds and a paved parking lot. We were provided with a conceptual site plan showing the proposed improvements. We understand that no foundation recommendations are required at this time.

We anticipate that minimal (i.e. less than 2 feet of) structural fill or cuts will be necessary to achieve finished grades in the proposed structure and pavement areas of the site. Our proposal assumes the boring locations will be readily accessible to our drilling rig.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

Our scope of work has not been designed to evaluate of the deep subsurface soils with respect to the potential for sinkhole activity at the subject site. This requires a more thorough scope of work than proposed including geophysical studies (i.e. ground penetrating radar and electrical resistivity testing) and deep soil borings extending to the limestone bedrock formation. However, we will be glad to furnish you with a proposal for these services upon request.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by



others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean-up including backfilling the boreholes with sand for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

GEOTECHNICAL SCOPE OF SERVICES

Our proposed scope of field exploration will consist of performing the following:

- Perform three (3), 10-feet deep Standard Penetration Test (SPT) borings within the proposed pavement areas.
- Perform three (3), 15-feet deep Standard Penetration Test (SPT) borings within the proposed stormwater pond areas.

Standard Penetration Tests (SPT) will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings. Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to our laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) guidelines.

ANALYSIS AND GEOTECHNICAL ENGINEERING REPORTS

UES will prepare a geotechnical engineering report for the proposed development. The report will be prepared under the direction of a Professional Geotechnical Engineer registered in the State of Florida who specializes in consulting engineering. The report will summarize the field and laboratory services performed and provide an engineering analysis of the site soil and groundwater conditions with special attention to potential subsurface conditions that may hinder development. The final report will contain the following information at a minimum:

- Soil boring logs and classifications
- Existing groundwater levels and estimated seasonal high levels at the boring locations
- Discussion on the presence or lack of unsuitable soils at the boring locations (i.e. highly organic soils, etc.)
- Pavement Design Recommendations
- Stormwater pond design recommendations
- Site preparation recommendations

SCHEDULE

We propose to complete the field work approximate 3 to 4 weeks following receipt of authorization to proceed. We expect to have a completed report approximately 1 week following the completion of the field work. This schedule is based on access to the subject property being provided immediately upon receipt of your written authorization to proceed. If your schedule needs should change, please advise us.

FEE & TERMS

Universal Engineering Sciences will complete the scopes of work outlined within this proposal for the following fees:

Geotechnical Exploration (Pine Street)

\$3,425.00 LUMP SUM

We will not exceed our budget unless the scope of work is varied or the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

Enclosed you will find our General Contract Conditions with a copy of our Work Authorization/Proposal Acceptance Form. If you would like to proceed, please sign and return an executed copy of the enclosed work authorization form to our office. We will initiate the field work upon receipt of the executed work authorization form.

CLOSURE

Universal Engineering Sciences appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please do not hesitate to contact the undersigned at 407-423-0504 if you have any questions.

Sincerely,

Universal Engineering Sciences



Zachary W. Adams, P.E.
Geotechnical Project Engineer
zadams@universalengineering.com



Ricardo Kiriakidis, Ph.D., P.E.
Geotechnical Department Manager
rkiriakidis@universalengineering.com

ZWA/jbm

Enclosures: General Conditions
Work Authorization/Proposal Acceptance Form

January 18, 2021

Via E-Mail: pkatrek@cphcorp.com

Mr. Paul J. Katrek, PSM
Survey Project Manager
CPH, Inc.
500 W. Fulton Street
Sanford, FL 32771

**RE: City of Leesburg – Pine Street
Pine Street from S Lake Street to S Canal Street, Leesburg FL
Section 25 & 26, Township 19 South, Range 24, Lake County, Florida**

Dear Mr. Katrek,

We are pleased to submit our proposal for Subsurface Utility Designation and Verification on the above referenced project.

SCOPE OF WORK:

- ~~1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation as shown outlined in "red" on the print provided by CPH, Inc. via email on 01/15/2021.~~
- ~~2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.~~
3. Expose the subject utilities by using non-destructive vacuum excavation methods at **thirty (30)** specific locations as indicated on plan sheet(s) provided or marked by client in the field.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
7. Locate all utility data using GPS or conventional surveying equipment and control furnished by CPH, Inc.

DELIVERABLE

The final product will be a field drafted plan sheet or utility designation field sketch(s) as well as test hole reports/sketches of the project area reflecting all pertinent data for your use.

PROJECT TIMELINE

We anticipate completion of the above-described work within **four (4)** weeks after receipt of a written notice to proceed.

Corporate Office

6500 All American Blvd.
Orlando, Florida 32810
P: 407.292.8580

Northwest Florida

1130 Highway 90
Chipley, FL 32428
P: 850.638.0790

Northeast Florida

8641 Baypine Rd.
Suite 5
Jacksonville, FL 32256
P: 904.737.5990

**Southwest Central
Florida**

10770 N 46th St.
Suite C-300
Tampa, FL 33617
P: 813.898.2711

South Central Florida

10 East Lake St.
Kissimmee, FL 34744
P: 407.944.4880

West Central Florida

119 West Main St.
Tavares, FL 32778
P: 352.343.4880

North Central Florida

2860 Hwy 71 N
Suite C
Marianna, FL 32446
P: 850.482.0312

Southeast Alabama

355 N. Oates St.
Suite 5
Dothan, AL 36303
P: 334.648.0288



Utility Terms and Conditions

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

CPH, Inc. will make available all plans and utility records that have been obtained for this site. However, the information provided by CPH, Inc. is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify CPH, Inc. if there are any patently or reasonably identifiable defects in the documents.

CPH, Inc. is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by CPH, Inc.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of CPH, Inc.

Mr. Paul J. Katrek, PSM
City of Leesburg – Pine Street
January 18, 2021



EXPENSES AND FEES

Our fee for this project will be as follows:

~~Subsurface Utility Designation, Survey Collection & Drafting: \$14,335.00~~

OPTIONAL:

Test Holes/Day Rate:

\$421.00 Dirt/Each (anticipate 20) \$8,420.00

\$480.00 Asphalt/Concrete/Each (anticipate 10) \$4,800.00

M.O.T. (SSMC):

\$731/00 per Lane Closure/Day Rate (anticipate 10) \$7,310.00

\$931.00 per Lane Closure/Night Rate

Permitting (If Required):

\$103.00 per hour + Cost of Permit (anticipate 5 hours)

TOTAL: \$20,530.00

Credit Language

Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Scott Sowards", with a stylized flourish at the end.

M. Scott Sowards
Utility Division Project Manager

MSS.dce

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 8th day of March in the year 2021, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY” or “CLIENT”), and **CPH, INC.** whose address is 500 W. Fulton Street, Sanford, Florida 32771 (hereinafter referred to as “PROFESSIONAL” or “CPH”).

WHEREAS, the CITY issued Request for Qualifications (RFQ) 210013 to contract with a qualified professional or firm to provide professional services to design improvements to the Leesburg Downtown Area as detailed in the City’s Downtown Master Plan.

WHEREAS, the CITY evaluated all responses to RFQ 210013 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and CPH, Inc. is the top ranked firm among all firms submitting proposals;

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
 - a. This Agreement; and
 - b. Request for Qualifications (RFQ) package 210013 – Downtown Improvements – Professional Design Services; and
 - c. PROFESSIONALS response to RFQ 210013 submitted November 3, 2020 at 011:56:39 AM EST; and
 - d. PROFESSIONALS Scope of Services included as Attachment ‘A’.
2. **Services.** The PROFESSIONAL shall perform the services as described in PROFESSIONAL’s Scope of Services included as Attachment ‘A’ and generally described as, Engineering Services for the Pine Street Improvements. Nothing herein shall limit the CITY'S right to obtain proposals or services from other professionals for similar projects.
3. **Compensation.** Compensation shall be in accordance with the professional services compensation included in Attachment ‘A’.
 - a. The cost of the Professional Design Services shall not exceed **\$83,600.00** unless the CITY has executed a written change order approving any increase in compensation.

- b. PROFESSIONAL may also be reimbursed directly for Reimbursable Expenses such as travel, printing, postage, and reprographics for an amount not to exceed **\$1,500.00** unless the CITY has executed a written change order approving any increase in compensation.

4. **Payment.** CITY shall compensate PROFESSIONAL for their services in accordance with the Florida Prompt Payment Act and the Terms and Conditions of this Agreement.

5. **Authorized Expenses.** The CITY will not be liable for any expenses incurred by the PROFESSIONAL prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

6. **Term.** The term of this Agreement shall be for a period of three (3) years or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY. Work shall begin within ten (10) calendar days from the date the CITY issues a Notice of Award.

7. **Termination.** All or part of this Agreement may be terminated under the following conditions;

a. **For Convenience**

- i. The CITY may, by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the PROFESSIONAL must immediately discontinue all services affected.
- ii. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.
- iii. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- iv. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b. Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- i. **Termination by Owner:** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:
 - 1. Perform the services within the time specified in this contract or by CITY approved extension;
 - 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the PROFESSIONAL must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the PROFESSIONAL under this contract, whether complete or partially complete.

CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and

obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- ii. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:
 - 1. Defaults on its obligations under this Agreement;
 - 2. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
 - 3. Suspends the Project for more than one-hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

Upon receipt of a notice of termination from the PROFESSIONAL, CITY agrees to cooperate with PROFESSIONAL for the purpose of terminating the agreement or portion thereof, by mutual consent. If CITY and PROFESSIONAL cannot reach mutual agreement on the termination settlement, the PROFESSIONAL may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CITY's breach of the contract.

In the event of termination due to CITY breach, the PROFESSIONAL is entitled to invoice CITY and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the PROFESSIONAL through the effective date of termination action. Owner agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

8. **Reengagement.** Should the CITY not immediately construct the project covered under this design, the CITY may reengage the PROFESSIONAL at a future date to review and make updates to the design and specifications as may be required resulting from items such as change in site locations, change in legal requirements for construction, etc . . . Such a Reengagement will be documented through an Amendment to this Agreement.

9. **Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

- c. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for workers' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
 - City of Leesburg
 - Attention: Mike Thornton, Purchasing Manager
 - P.O. Box 490630
 - Leesburg, Florida 34749-0630
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The PROFESSIONAL, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

10. **Individual Liability.**

PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT
OF PROFESSIONAL MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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

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

13. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

14. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL'S normal business hours.

Additionally, PROFESSIONAL must maintain an acceptable cost accounting system. The PROFESSIONAL agrees to provide the CITY or any of their duly authorized representatives, access to any books, documents, papers, and records of the PROFESSIONAL which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The PROFESSIONAL agrees to maintain all books, records and reports required under this contract for a period of not less than five (5) years after final payment is made and all pending matters are closed.

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

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

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

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

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

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

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be John Baer, AIA, Vice-President/Associate (email: jbaer@cphcorp.com). The primary contact person under this Agreement for the CITY shall be Travis Rima, Director of Recreation (email: travis.rima@leesburgflorida.gov).

23. **Notices.** All notices required under this Agreement shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized courier service to the address of the party set forth below. Any such notices shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Nikhel Jindal GCC, Assoc., DBIA, ENV SP
500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Email: info@cphcorp.com

CITY: City of Leesburg
Attn: Mike Thornton, Purchasing Manager
204 N. 5th Street

Leesburg, FL 34748
Phone: 352.728.9880
Email: mike.thornton@leesburgflorida.gov

24. **Approval of Personnel.** Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the PROFESSIONAL's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

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

26. **Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY

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

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

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

[Signature page follows]

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

CPH, INC.

By: _____

Printed: _____

Its: _____
Title

THE CITY OF LEESBURG, FLORIDA

By: _____
John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

Fred A. Morrison, City Attorney



SCOPE OF SERVICES

CITY OF LEESBURG

Pine Street Improvements

**January 20, 2021
Revised February 25, 2021**

CPH, Inc.

ENGINEERING DESIGN SERVICES

BASIC SERVICES OF THE CONSULTANT

PART I

PROJECT DESCRIPTION

The City of Leesburg (City) has requested CPH, Inc. (CPH) to provide conceptual and engineering design services for the proposed Pine Street Improvements in accordance with the Downtown Master Plan and correspondences with City staff. The Pine Street improvements may include roadway widening to accommodate on-street parking, widened sidewalks to establish larger pedestrian paths, roadway revisions to accommodate the UF Health Central Florida operations, off-site parking areas, traffic calming elements, parklet area, landscape areas, hardscape features, and lighting improvements.

SCOPE OF SERVICES

A. SURVEYING

1.0 TOPOGRAPHIC SURVEY

Depict Right of Way Geometry (see “Survey Site Exhibit” for limits):

- Compute right of way geometry based on recorded plats.
- Field locate existing monumentation and verify platted rights of way contained within the plats (approximately 2,700 linear feet including 50’ beyond the returns on side streets).
- Evaluation of ownership and encumbrances, i.e., title reports and research for right of way takes, are not included in this scope of services.

Topographic Survey: Perform a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida (see “Survey Site Exhibit” for limits – 5.0± acres). CPH will use a High Definition Laser Scanner which has the ability to collect up to 2,000,000 points per second at an unparalleled rate of speed which produces a very dense and accurate collection of measurements. The benefits of using the High Definition Laser Scanner includes direct field cost savings, schedule reductions, increased safety and eliminates the need for site re-visits.

Attachement 'A'

- Collect topographic data at 50' cross-sections of approximately 2,700 linear feet including 50' beyond the returns on the side streets and a 20' overlap outside the apparent right-of-way (where accessible) along Pine Street (see "Survey Site Exhibit" for limits).
- A certified right of way map will **not** be provided.
- Location of all visible above ground improvements and visible utilities within scope.
- Location and elevation of accessible thresholds along route if available.
- Locate trees at diameter at breast height (size and type only) within scope.
- Invert information and pipe sizes to be collected on accessible structures only. Any sewer as-built information to be provided to surveyor. Coordination with the City for inaccessible structures is not included as part of this scope. Manholes lying in or near travel lanes will not be opened.

State Plane: The project coordinate system will be based horizontally on the North American Datum 1983(1990) (NAD 83/90). The project will be referenced to state plane coordinates by field locating published control points. This base of reference will be used to establish the coordinate system for the project.

Set Control Line: Horizontal and vertical control points both will be established for the project as required by the Standards of Practice of the State of Florida Rule Chapter 5J-17, Florida Administrative Code are as follows:

"Horizontal control monumentation for road center-lines, right-of-way lines, reference lines or base lines shall be at least a minimum of two (2) points placed so that no point on the line being monumented is more than 700 feet from a control monument."

"Vertical control for linear type construction sites such as roads and sewer lines shall have a maximum of 1,100 feet between existent or established benchmarks."

Benchmarks and Horizontal Control: The project will be based on the North American Vertical Datum 88 (NAVD 88). The project will be referenced to this datum by field locating published benchmarks. The benchmarks will be researched and verified in the field.

2.0 UNDERGROUND UTILITY DESIGNATION/LOCATION

- Underground Utility Designation/Location to be performed by Subsurface Utility Engineering Sub-consultant (see attached "Survey Site Exhibit" for limits). See Separate Proposal from Sub-consultant.

SURVEY SITE EXHIBIT



The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land Title Survey, As-built Survey, Platting, Soil Borings, Certified Tree Survey, Sketch and Descriptions, Wetland Location/Delineation and Ordinary High Water/Mean High Water.

B. ENGINEERING SERVICES

1.0 CONCEPTUAL DESIGN

Upon receipt of the survey CPH will review the available right-of-way, and future right-of-way proposed by the Leesburg Aquatic Complex and other properties available to the City, to develop up to three (3) Conceptual Roadway layouts (2-D line work) based on the Downtown Master Plan Report and City staff correspondence. These improvements may include roadway widening to accommodate on-street parking, widened sidewalks to establish larger pedestrian paths, roadway revisions to accommodate the UF Health Central Florida operations, off-site parking areas, traffic calming elements, parklet area, landscape areas, hardscape features, and lighting improvements. The Concept Design will also include typical sections and preliminary Engineer's Estimate of Probable Construction Costs (EEOPCC). Within the fee identified for this task, the scope includes up to four (4) coordination meeting with City Staff, and two (2) modifications. Through coordination with the City, CPH will attend up to four (4) meeting with special interest groups for discussion of the proposed improvements (City Commission, UF Health Central Florida, community advocacy groups, etc.). CPH will prepare color 2-D renderings based on the Conceptual Roadway layouts over an aerial based drawing to graphically display the proposed improvements. Upon selection of the preferred Conceptual Design, CPH will prepare an amendment to this scope of services to prepare the final design and permitting of the project.

Any alterations to the concept plan after the second modification will be handled as additional service, and billed in accordance with our Standard Hourly Rates.

2.0 STAKEHOLDER PARTICIPATION

During the Conceptual Design phase, CPH will utilize Amanda Wettstein, APR, CPRC (AW) to assist with stakeholder participation. Please refer to the scope of service as receive from AW.

C. LANDSCAPE ARCHITECTURE

1.0 PRELIMINARY LANDSCAPE DESIGN

CPH will provide Landscape Architecture design services to implement the improvements detailed in the Master Plan Exhibit and correspondences with City Staff for Pine Street as described in the Project Description above. CPH Landscape Architects will attend a field review meeting with the City and project team to discuss the proposed amenities and define the design vocabulary of the proposed improvements. Following this meeting, CPH Landscape Architects will coordinate with the Project Engineer to assist with up to three (3) concept landscape and hardscape layouts of the improvements, detailing amenity design consistent with the design vocabulary discussed with the City. Hardscape elements include but are not limited to signage and monument element design, streetscape elements, site furnishings including litter receptacles, benches, bike racks, and decorative hardscape surface materials. CPH Landscape Architects will attend up to four (4) coordination meetings with City staff, 2 modifications to the concept plans. Through coordination with the City, CPH will attend up to four (4) meeting with special interest groups for discussion of the proposed improvements (City Commission, UF Health Central Florida, community advocacy groups, etc.).

Following acceptance of the preferred Concept Plan, CPH will develop 3D rendering graphics with appropriate views concerning building massing as necessary for the proposed site improvements. Perspective graphics will be generated utilizing Sketch-up, Adobe CS Suite, and Lumion 3D as necessary for presentation to the City Commission.

During this process, CPH will respond to the roadway layout plan as approved by the City and shall provide for roadway layout, building placement and style, supporting hardscape features, and design specifics such as materials, textures and colors for development of the subject roadway. Materials and pantone colors shall be provided to CPH Landscape Architects by the City.

- CPH will provide one (1) rendering with three (3) perspective views for review and comment with one set of modifications.

CITY-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the City. In the performance of these services, CPH will coordinate its efforts with the City's Project Manager, or designated person and other project team members as required. The City shall provide CPH with available project-related technical data including, but not limited to, the following:

- Previous Roadway Plans or data
- Previous Stormwater Plans or data
- Previous Utility Plans or data
- Any other pertinent information concerning this project to which the City may have.

Attachement 'A'

CPH will rely upon the accuracy and completeness of City-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the City and is exclusive of City and local review of interim products. If the City requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The City will be informed when the services are about to exceed this limit.

Phase No.	Phase Description	Billing Method	Fee
A.	SURVEYING		
1.0	Topographic Survey	Lump Sum	\$16,565.00
2.0	Underground Utility Designation/ Location (subconsultant)	Lump Sum	\$14,335.00
B.	ENGINEERING SERVICES		
1.0	Conceptual Design	Lump Sum	\$28,000.00
2.0	Stakeholder Participation	Hourly, NTE	\$5,000.00
C.	LANDSCAPE ARCHITECTURE		
1.0	Preliminary Landscape Design	Lump Sum	\$15,200.00
1.1	3-D Rendering	Lump Sum	\$4,500.00
Total			\$83,600.00

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase. Expenses not to exceed \$1,500.00.

Attachement 'A'

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Storm water modeling and/or analysis of the existing stormwater sewer or pond system
- Traffic studies or signalization design
- Environmental studies and coordination of environmental issues with the regulatory agencies
- Any permits not identified herein
- Special meetings with agencies or other consultants not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Easement or right-of-way vacation or dedication services or platting services
- Construction Engineering & Inspection (CEI) or Construction Administration
- Expert witness for litigation.
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION

By: 
Kurt R. Luman, Jr., P.E.
Sr. Vice President / Associate

Attachments:

Amanda Wettstein, APR, CPRC: Stakeholder Participation
Southeastern Surveying: Horizontal Utility Designation Proposal

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: September 13, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Natural Gas Service Agreement between the City of Leesburg and Hanover 623 Holdings, LLC, for the purpose of setting forth the terms and conditions under which the City will provide Natural Gas Utility Service to the Development referred to as Eagle Tail Landing, Phase 1; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Natural Gas Service Agreement with Hanover 623 Holdings, LLC.

Analysis:

Hanover 623 Holdings, LLC, is developing a subdivision in Leesburg known as Eagle Tail Landing (formerly referred to as McElyea), Phase 1, located near the intersection of Highway 48 and Number 2 Road. Section 22-7 of the Code of Ordinances requires the owner to utilize natural gas heating and water heating in 80% of the planned 109 units in Phase 1. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$149,159.37.

Procurement Analysis:

NA

Options:

1. Approve the Gas Service Agreement with Hanover 623 Holdings, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$149,159.37 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1375341

Submission Date and Time: 9/8/2021 10:37:25 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND HANOVER 623 HOLDINGS, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH THE CITY WILL PROVIDE NATURAL GAS UTILITY SERVICE TO THE DEVELOPMENT REFERRED TO AS EAGLE TAIL LANDING, PHASE 1; 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 and directed to execute a Gas Service Agreement between the City of Leesburg and Hanover 623 Holdings, LLC, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas utility service to the development known as Eagletail Landing.

THAT this Resolution shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 13th day of September 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and Hanover 623 Holdings, LLC, A Florida limited liability company, 605 Commonwealth Ave Orlando, FL 32803 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Eagle Tail Landing (McElyea) Phase 1. (hereafter referred to as the “Development”), in accordance with the master plan for the Development on file with the City; and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas within the Development; and

WHEREAS, the City has agreed to provide natural gas service to the Development under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, City and Owner do agree as follows:

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to the Development. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached as Exhibit “A” to this Agreement and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred nine (109) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement.

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is One hundred forty nine thousand one hundred fifty nine dollars and thirty seven cents. (\$149,159.37). Prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

5. The City will contract for, or at its option, have done by in house personnel, the actual installation of the infrastructure. The City will follow all legal requirements for bidding and award of the contract. If at any time the City reasonably anticipates that the cost of construction will exceed the original estimate, it shall notify Owner in writing as soon as practicable. In turn, Owner shall within 15 days of such notice, place into the escrow account an amount sufficient to cover the increased costs of the construction. If Owner fails to place the additional funds into the escrow account, the City at its option may halt construction of the infrastructure until Owner deposits the additional funds, together with any other costs incurred as a result of the cessation of construction, into the escrow account.

6. Owner agrees to pay any and all costs that City incurs in the collection of any unpaid reimbursement fees from Owner, including reasonable attorney's fees and court costs and any attorney fees and costs for appellate proceedings, efforts to collect any judgment entered in favor of the City, and in any proceedings in receivership, bankruptcy or insolvency.

7. The City shall both own and maintain the natural gas system, up to and including the natural gas meter, within the Development. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner or homeowner.

8. The Owner shall grant to the City all easements needed to install the natural gas pipelines within the Development, including minimum five foot (5') side lot easements, and shall dedicate those easements to the perpetual use of the City and its successors in interest for the purpose of laying, maintaining, repairing and replacing the natural gas pipelines. In addition, the Owner shall provide a location and easement, agreed to by the City for the purpose of installation of any necessary regulator stations and all associated equipment.

9. The Owner shall locate natural gas service meters on the side of each building in a manner to allow for two buildings to be serviced by one service line wherever possible. The City may require that these services be located on the same side of the building as the electric or water service.

10. The City shall bear responsibility for installing all gas piping and other gas infrastructure, up to and including the meters, necessary to supply the natural gas service reflected in this Agreement. Owner and City will share trench space, which will be dug by the Owner's water and or electric utility contractor at no charge to the City. Each unit within the development will be individually metered.

11. The City shall provide, when requested, individual residential unit hookups to the natural gas system within the Development. The City shall ensure that such service is provided at the same rates and on the same terms as those provided to other natural gas customers of the City within a comparable service area. The Parties understand that any and all hookup fees, meter charges and impact fees shall be paid by the residential customers at the time service is hooked up to the home.

12. The Parties agree that the laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that in the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

13. The Parties understand and agree that 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.

14. This Agreement may be assigned to any successor of the Owner, but only with prior, written consent from the City. However, this Agreement may not be partially assigned, or assigned separately from title to all remaining lots not yet transferred to third parties intending to use the lot for personal residential purposes.

15. The Parties understand and agree that 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

~~Hanover 623 Holdings, LLC~~

BY: _____
~~Stephen Orsz, President~~

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: September 13, 2021

From: Jack Rogers, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute such documents as are necessary to conform the City's depository account, maintained for the benefit of Florida Gas Utility, to the latest requirement for the amount of the deposit to be held in escrow; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the increase in deposit held by FGU from \$165,000 to \$227,000.

Analysis:

The City of Leesburg purchases natural gas through Florida Gas Utility for resale to customers of the City, and maintains a depository account with Florida Gas Utility which is currently \$165,000. Based on periodic reviews of natural gas pricing, the volume of gas utilized by the City of Leesburg, and other variable factors, Florida Gas Utility has now increased the required amount to be held in the fund to \$227,000 as of October 1, 2021. The gas department maintains a restricted account for the purpose of funding increases to the required deposit and receiving refunds from the deposit account.

Procurement Analysis:

NA

Options:

1. Approve the Amendment to the Depository Trust Agreement; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The increase of \$62,000 will be funded from a restricted account within the Gas Fund.
Account No. 042-0000-159-2200

Submission Date and Time: 9/8/2021 10:39:54 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO CONFORM THE CITY'S DEPOSITORY ACCOUNT, MAINTAINED FOR THE BENEFIT OF FLORIDA GAS UTILITY, TO THE LATEST REQUIREMENT FOR THE AMOUNT OF THE DEPOSIT TO BE HELD IN ESCROW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leesburg obtains natural gas from Florida Gas Utility for resale to customers of the city; and

WHEREAS, as a condition of providing natural gas to the City of Leesburg, Florida, gas utilities require the city to maintain a depository account with Florida Gas Utility, which is currently in the amount of \$165,000.00; and

WHEREAS, based on its periodic review of natural gas pricing, the volume of gas utilized by the City of Leesburg, and other variable factors, Florida Gas Utility has determined that it should require the city to increase the deposit to \$227,000.00; and

WHEREAS, it is in the best interests of the City of Leesburg, its citizens and natural gas customers, to comply with the increased deposit requirements of Florida Gas Utility,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Leesburg, Florida:

THAT the Mayor and the City Clerk are hereby authorized and directed to execute an amendment to the depository trust agreement with Florida Gas Utility, and such other documents as are necessary to effectuate an increase in the city's deposit to the required level of \$227,000.00, and to place into the depository account any additional funds needed to achieve the required amount of deposit.

THAT this Resolution shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 13th day of September 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



Florida
GAS UTILITY

August 12, 2021

Jack Rogers
City of Leesburg
306 South 6th Street
Leesburg, FL 34748

RE: Credit Enhancement Requirement Changes Effective October 1, 2021

Dear Jack:

At the Board of Directors meeting on August 9, 2021, the Board adopted the Fiscal Year 2022 Budget including the approval of the Credit Enhancement Requirements for each Member. The new Credit Enhancement Requirements become effective October 1st of each year.

Pursuant to the Board of Directors' action, the City of Leesburg is required to increase its deposit with FGU from \$165,000 to \$227,000, as of October 1, 2021. The attached schedule reflects the Credit Enhancement Requirement for each Member. Please send the deposit increase by October 1. Alternatively, we can add the difference to the September billing. Please let me know your preference.

Thanks for your continued support and compliance with FGU policies. If you have any questions, please don't hesitate to call me at 352-334-0770 ext. 109.

Sincerely,

Tamara Turnbull
Senior Accounting Specialist

Enclosure
Cc: James Williams

4619 N.W. 53rd Avenue
Gainesville, FL 32653
Ph: 352/334-0770
Fax: 352/334-0789

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: September 13, 2021

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Agreement entered into by and between The School Board of Lake County, Florida, Hanover 623 Holdings, LLC, and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the attached Proportionate Share Mitigation Agreement for Eagletail Landing Subdivision. (Number 2 Road)

Analysis:

A proportionate share agreement is a method of paying for student station costs to assist in future funding of additional student stations created by a new development. Within this agreement, the total amount of school impact fees for the residential dwelling units in the proposed project has been calculated as \$4,838,434.00. The Proportionate Share Mitigation agreement requires a payment of \$1,637,932.00, payable to the Lake County School Board, prior to recording the plat for each phase of the property in the Public Records of Lake County. This agreement runs with the land, and shall therefore be binding on the successors and assigns of the Applicant/Contract Purchaser. The City of Leesburg does not assume any duties under this agreement, nor does it undertake any liability. It joins as a party only in its capacity as the local government having jurisdiction over the development.

Procurement Analysis:

N/A

Options:

1. Approve the Proportionate Share Mitigation Agreement as presented; or
2. Other such action as determined by the Commission.

Fiscal Impact:

There is no direct fiscal impact to the City of Leesburg as a result of this request.

Submission Date and Time: 9/8/2021 10:42:45 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING A PROPORTIONATE SHARE AGREEMENT ENTERED INTO BY AND BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, HANOVER 623 HOLDINGS, LLC, AND THE CITY OF LEESBURG, FLORIDA, TO ALLOW FOR PAYMENT OF LAKE COUNTY SCHOOL IMPACT FEES; 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 approve a **Proportionate Share Mitigation Agreement Number LCS#2021-08**, for the Project known as Eagletail Landing (aka McElyea PUD), as attached hereto, between **The Lake County School Board**, whose address is 201 West Burleigh Avenue, Tavares, Florida, 32778, **Hanover 623 Holdings, LLC**, a Florida Limited Liability company, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, and the **City of Leesburg**, whose address is 501 West Meadow Street, Leesburg, Florida, 34748.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of September 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

After recording return to:

Helen LaValley
Growth Planning Dept.
Lake County Public Schools
201 West Burleigh Boulevard
Tavares, Florida 32778

.....[SPACE ABOVE THIS LINE FOR RECORDING DATA].....

**PROPORTIONATE
SHARE
MITIGATION
AGREEMENT**

FOR

**Project Name:
Eagletail Landing
Aka McElyea PUD**

**LCS# 2021-08
City of Leesburg**

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT
("Agreement"), is entered into by and between **THE SCHOOL BOARD OF LAKE
COUNTY, FLORIDA**, a body corporate and political subdivision of the State of
Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778
("School Board"), **HANOVER 623 HOLDINGS, LLC**, a Florida Limited Liability
company, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803
("Applicant/Contract Purchaser"), and **CITY OF LEESBURG OF LAKE COUNTY,
FLORIDA**, a public body corporate, 501 West Meadow Street, Leesburg, Florida
34748 ("City").

(School Board, Applicant/Contract Purchaser and City are sometimes referred to
herein individually as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, the School Board, Lake County, and the municipalities within the County have entered into that certain "First Amended Interlocal Agreement For School Facilities Planning and Siting" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision plan, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement; and

WHEREAS, Applicant is the contract purchaser of those certain tract(s) of land located in the City and identified more particularly by alternate keys 1780080, 1301866, 1208700, 1780187, and portion of 3868795, and the legal description on Exhibit "A", attached hereto (the "Property"). The Property location is further illustrated by a map attached hereto as Exhibit "B"; and

WHEREAS, the Applicant/Contract Purchaser has obtained rezoning approval in connection with a proposal to obtain a major subdivision approval to develop five hundred forty two (542) single family residential dwelling units on the Property (the "Project" or "Eagletail Landing"); and

WHEREAS, at the time of this Agreement, the Property is located in Concurrency Service Area #11; and

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is located, the School Board has determined there is insufficient school capacity at the elementary school level for the number of public school students that the dwelling units are anticipated to generate. The deficit determined at the time of capacity review is sixty-six (66) elementary school students; and

WHEREAS, local government approval of the final plat without requiring mitigation for the impacts of the proposed residential dwelling units will either create or worsen school overcrowding at the elementary school level; and

WHEREAS, the Applicant/Contract Purchaser has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the residential dwelling units, as more particularly set forth herein ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement

3. **LEGALLY BINDING COMMITMENT.** This Agreement constitutes a legally binding commitment by the Applicant/Contract Purchaser to mitigate for the impacts of the units reflected on the plan as Exhibit "C", for which the Applicant/Contract Purchaser is in the process of obtaining Major Subdivision approval and is intended to satisfy the requirements of the Interlocal Agreement.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant/Contract Purchaser shall provide the following, in order to provide for capacity for the elementary school student(s) to be generated by the residential dwelling units:

- a. The Applicant/Contract Purchaser shall pay the student station costs for the deficit number of elementary school student(s). That payment shall be made prior to the recording of the plat for each phase of the Property in the Public Records of the County, in an amount equal to the elementary school student station costs listed in the Lake County Schools Educational Facilities Update Study (school impact fee study) dated June 26, 2019. The amount of Proportionate Share Mitigation for deficit student stations is ONE MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED TWENTY TWO AND 00/100 DOLLARS (\$1,637,922.00), which is determined by multiplying the student station cost in the most recent School Impact Fee Study for elementary school level by the capacity deficit generated from the Project [$\$24,817$ (elementary school student station cost) $\times$ 66 (students) $= \$1,637,922.00$].
- b. Credit shall be given for the Proportionate Share Mitigation payment in 4.a. above towards the School Impact Fees for the residential dwelling units in the proposed Project. The amount of School Impact Fees payable for the residential dwelling units is currently calculated as FOUR MILLION EIGHT HUNDRED THIRTY EIGHT THOUSAND, FOUR HUNDRED THIRTY FOUR AND 00/100 DOLLARS (\$4,838,434.00), which is determined by multiplying the current School Impact Fee for single-family residential dwelling units by the total number of proposed residential dwelling units. [$\$8,927.00$ (educational impact fee for single-family dwelling unit) $\times$ 542 (lots) $= \$4,838,434.00$]. After credit for the

Proportionate Share Mitigation with respect to each phase of the Project, Applicant/Contract Purchaser shall be responsible for the payment of the remaining educational school impact fees due. The timing for the remaining school impact fee payment(s) shall be pursuant to the Lake County Impact Fee Ordinance.

In the event Applicant/Contract Purchaser develops the Project in multiple phases, then references in this Agreement to the final plat shall mean the separate final plat for each phase. As a result, the payments due from Applicant/Contract Purchaser under this Section will be paid in increments, prior to the Applicant/Contract Purchaser recording the final plat for each phase, based on the number of residential dwelling units reflected on the final plat for each such phase.

By way of example, if the phase 1 plat contains 110 residential dwelling units, then the Proportionate Share Mitigation payment due prior to the recording of such plat would be \$327,584.40 ($110/542 \times \$1,637,922$). Remaining phases would be as follows:

Phase 2:	\$376,722.06
Phase 3:	\$556,893.48
Phase 4:	<u>\$376,722.06</u>
Total:	\$1,637,922.00

In the event that the final plat approved by CITY results in less than five hundred and forty-two residential single family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by CITY. Payment pursuant to Sections 4.a and 4.b will be made as indicated in those subsections.

5. **SCHOOL IMPACT FEE CREDIT.** The School Board shall inform the applicable local government of the Proportionate Share Mitigation payment required under Section 4.a. of this Agreement. Said credit shall be applied to the educational impact fees imposed under the Lake Impact Fee Ordinance, as provided in the Interlocal Agreement, and as outlined in Section 4.b of this agreement. This is not an agreement to pay impact fees. It is an agreement to pay proportionate share mitigation and the basis for the credit(s) of future school impact fee payments.

6. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

7. **TERMINATION.** This Agreement shall terminate and Applicant/Contract Purchaser shall forfeit any administrative application fees paid under the following circumstances:

- a. Applicant/Contract Purchaser, by failure to proceed in good faith in a diligent and timely manner, fails to record the applicable Plat approval(s) within two (2) years of the **Effective Date** of this Agreement.

- b. Applicant/Contract Purchaser has delivered a written notice of termination of this Agreement to the School Board. In the event, this agreement is terminated for any reason the Applicant/Contract Purchaser will forfeit the school concurrency reservation relating to this project.

8. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the residential portions of the Property and be binding upon the successors and assigns of the Applicant/Contract Purchaser and upon any person, firm, corporation, or entity who may become the successor in interest to the residential portions of the Property.

9. **NOTICES.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the Party's name below, or to such other address or other person as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

School Board: The School Board of Lake County
 Attn: Superintendent of Schools
 and Growth Planning Department
 201 West Burleigh Boulevard
 Tavares, Florida 32778

City: City of Leesburg
 Attn: City Manager
 501 West Meadow Street
 Leesburg, Florida 34748

Applicant/Contract Purchaser: Hanover 623 Holdings
 Attention:
 605 Commonwealth Ave
 Orlando, FL 32803

10. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

11. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. **EXHIBITS.** All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

13. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the Parties hereto unless in writing and executed by all the Parties to this Agreement.

14. **ASSIGNMENT, TRANSFER OF RIGHTS.** This agreement shall be binding on the successors and assigns of Applicant/Contract Purchaser and shall be deemed a burden on and flowing with the Property. The Applicant/Contract Purchaser may assign its rights, obligations and responsibilities, including the school capacity reserved for the Property, under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property, with the School Board's prior written consent. Applicant/Contract Purchaser shall submit its request for consent of an assignment and/or transfer under the terms of this Section 14, in writing to the School Board prior to such assignment and/or transfer. The School Board shall have thirty (30) days after receipt of said request to approve or deny the request, which approval shall not be unreasonably withheld. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance. The Applicant/Contract Purchaser and the Assignee shall not be relieved from any obligations with regard to described Proportionate Share Mitigation under this Agreement. Such assignment and/or transfer shall be promptly recorded in the Public Records of Lake County, Florida at Applicant/Contract Purchaser or assignor's expense.

15. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

16. **RECORDING OF THIS AGREEMENT.** The Applicant/Contract Purchaser agrees to record this Agreement, at Applicant/Contract Purchaser's expense, in the Public Records of Lake County, Florida.

17. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

18. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

19. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action to enforce the provisions of this Agreement shall be in the Courts of the Florida Fifth Judicial Circuit and venue shall be in Lake County, Florida.

20. **ATTORNEY'S FEES.** In the event that either party commences an action in court to recover for a breach or the enforcement of this Agreement then the prevailing party shall be entitled to recover its attorneys' fees and costs related to that action.

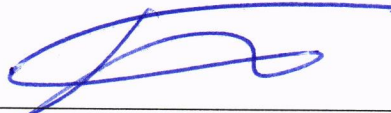
21. **SCHOOL CONCURRENCY.** Residential dwelling units in excess of the subject 542 dwelling units not addressed in this Agreement will be subject to separate review for school concurrency purposes as set forth in the Interlocal Agreement.

22. **PAYMENT FEE(S) FORM.** This Agreement requires the Applicant/Contract Purchaser to pay proportionate share mitigation prior to recording of a final plat(s). The payment form is attached and incorporated herein as Exhibit "D". When making payment(s) this form must be completed and returned to the School Board's Growth Planning Department with all fees due hereunder to satisfy Section 4 of this Agreement.

(SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGES)

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Leesburg, through its City Commission, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

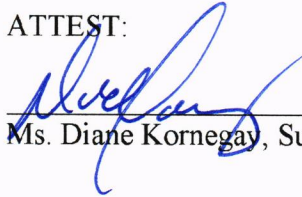
"SCHOOL BOARD"



Mr. William J. Mathias, Board Chair

This 14th day of June, 2021.

ATTEST:



Ms. Diane Kornegay, Superintendent

Approved as to form and legality:



Mr. Stephen W. Johnson
School Board Attorney

Elizabeth Turner

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Leesburg, through its City Commission, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

CITY OF LEESBURG

Mr. John Christian, Mayor

This _____ day of _____, 2021.

ATTEST:

Ms. J. Andi Purvis, City Clerk

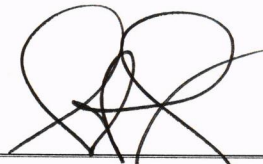
Approved as to form and legality:

Mr. Fred Morrison
City Attorney

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Leesburg, through its City Commission, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

APPLICANT/CONTRACT PURCHASER

HANOVER 623 HOLDINGS, LLC



By: _____

Stephen Orosz

Print Name

By: _____

Print Name

This 17th day of May, 2021.

WITNESS:



Sign Name

SCOTT Hoopes

Print Name

Approved as to form and legality:

Exhibits

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Subdivision/Site Plan

Exhibit D – Proportionate Share Mitigation Payment Form

Exhibit A
Eagletail Landing

LEGAL DESCRIPTION:
(Per Title Commitment)

Parcel No. 1 (Alternate Keys 1208700 and 1780187)

The SW 1/4 of the SE 1/4, the S 1/2 of the SE 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of the SE 1/4, all in Section 18, Township 20 South, Range 25 East, AND, the NW 1/4 of the NE 1/4 and the N 1/2 of the NE 1/4 of the NE 1/4 of Section 19, Township 20 South, Range 25 East, LESS the E 1/2 of the NE 1/4 of the SW 1/4 of the SE 1/4, Section 18, Township 20 South, Range 25 East, Lake County, Florida.

Parcel No. 2 (Alternate Key 1301866)

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 20 South, Range 25 East, Lake County, Florida.

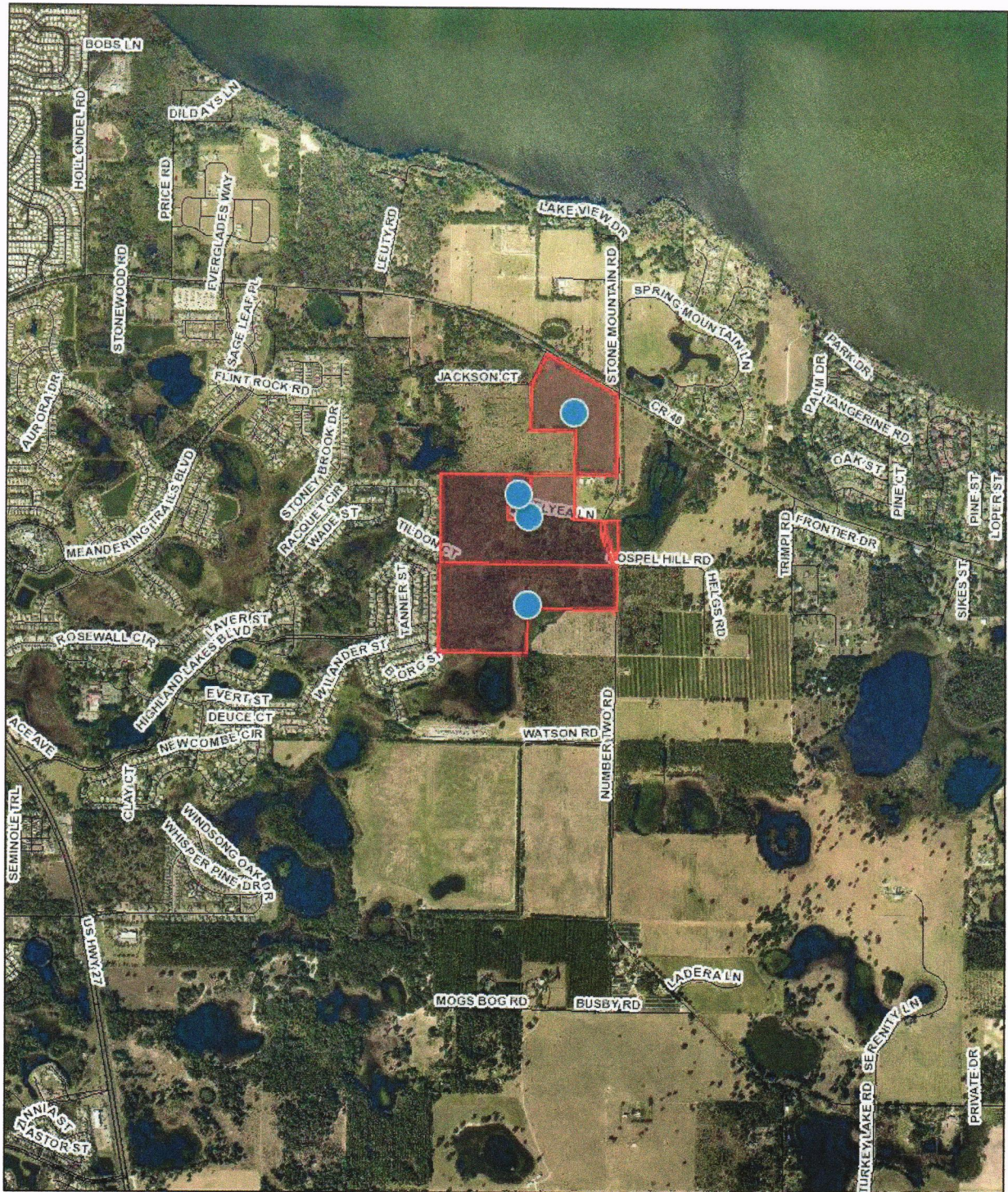
TOGETHER WITH (Not Included in Title Commitment)

(Alternate Key 1780080 per Official Records Book 3856, Page 2109)

That part of the East 1320 feet of the Northeast 1/4 lying Southwesterly of the right of way of State Road No. 48 and Southeasterly of the right of way of County District Road No. 2-3220; that part of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 lying Southwesterly of the Southwesterly line of the right of way of County Road No. 48 (formerly State Road No. 48); and the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4; all in Section 18, Township 20 South, Range 25 East, in Lake County, Florida.

Containing 166.79 acres, more or less.

Eagletail Landing - Exhibit B



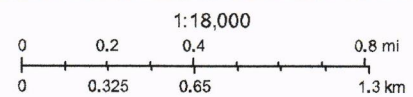
May 24, 2021

pointLayer

Override 1

polygonLayer

- Override 1
- Highways
- Street Names
- Local Streets
- County Boundary
- Surrounding Counties



Lake County Property Appraiser
Lake BCC

Exhibit C – Site Plan

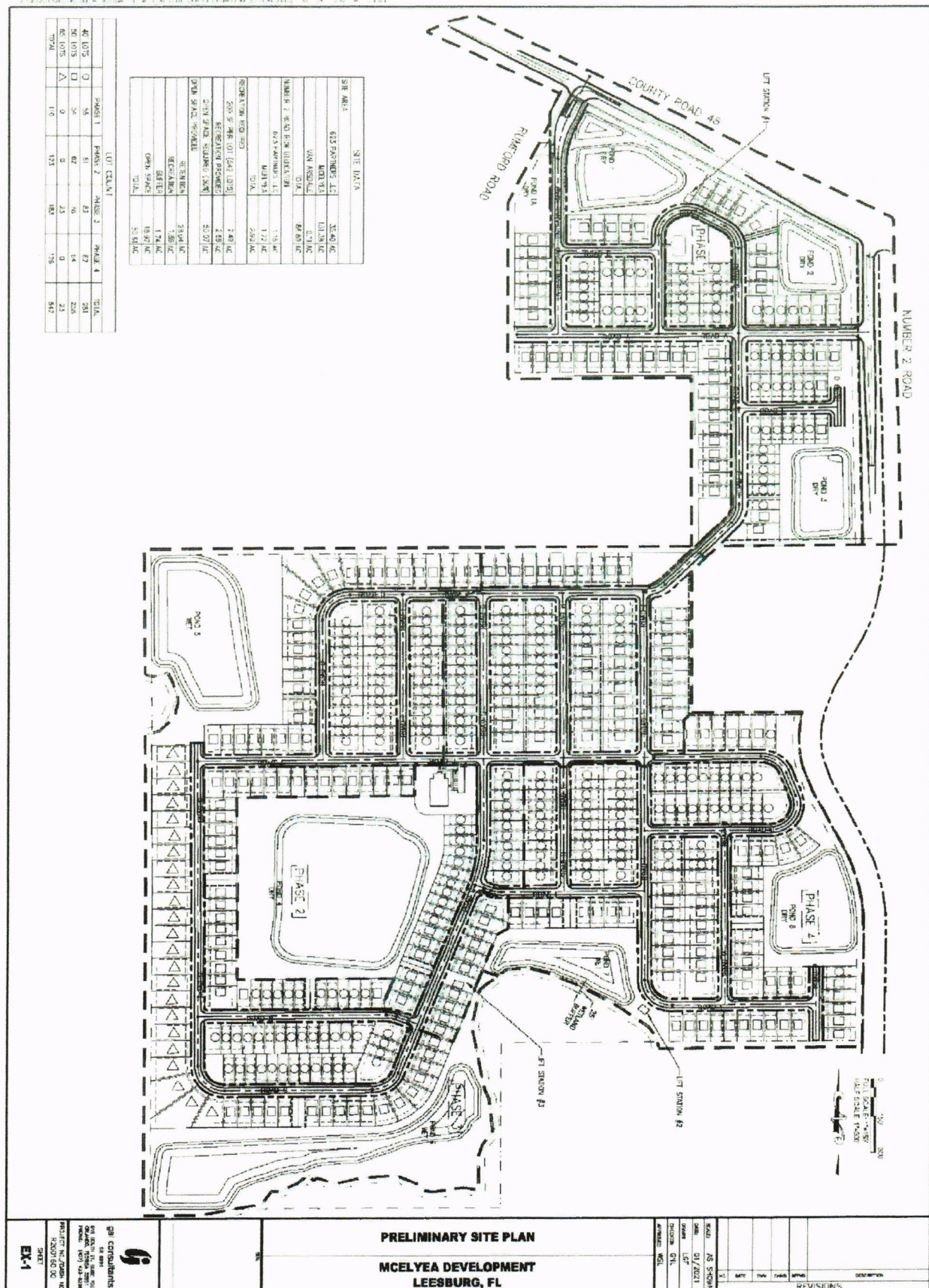


Exhibit D

Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2021-08
Project Title:	Eagletail Landing
Local Jurisdiction:	Leesburg
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1208700 1301866 1780080 1780187
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Final Plat(s) – four phases
Section 2	Applicant Information (to be completed by Applicant)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Eagletail Landing
Total Units:	542
Unit Type: SF, MF, MH	Single Family
Section 4	Payment Information
Payment Amount:	\$ 1,637,922 (to be paid in 4 phases)
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions

Complete form and return with payment to:
Lake County Schools
Growth Planning Department – Attn: Helen LaValley
201 West Burleigh Boulevard
Tavares, FL 32778

For more information contact Helen LaValley, Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: September 13, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, renaming Dunlin Street, being an existing street shown on the Plat of Lake Denham, Phase III, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, and lying in Section 03, Township 20 South, Range 24 East; and providing an effective date.

Staff Recommendation:

The Planning and Zoning Staff recommend approval of the request to rename Dunlin Street to Armenia Street.

Analysis:

The request to rename the street from Dunlin to Armenia was received from legal counsel of GeoSam Capital U.S., the developer of Lake Denham, after it was discovered that a scrivener's type error had been made on the approved plat of Lake Denham, Phase III. The construction of this neighborhood is underway, but no homes have been completed in the affected area. Chapter 25.615, City of Leesburg Code of Ordinances, allows a change of this nature to be requested via ordinance. The Planning and Zoning Manager, City Manager and City Attorney have reviewed this request. No negative impacts are anticipated.

Procurement Analysis:

N/A

Options:

1. Approve the request to rename Dunlin Street to Armenia Street; or
2. Other action the Commission may deem appropriate.

Fiscal Impact:

No fiscal impact is anticipated as a result of this action.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, RENAMING DUNLIN STREET, BEING AN EXISTING STREET SHOWN ON THE PLAT OF LAKE DENHAM, PHASE III, AS RECORDED IN PLAT BOOK 73, PAGE 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LYING IN SECTION 03, TOWNSHIP 20 SOUTH, RANGE 24 EAST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has received a request from Amber Lynn Coleman, Esq., legal counsel of GeoSam Capital U.S., the developer of Lake Denham, Phase III, to rename a street known as "Dunlin" to "Armenia" ; and

WHEREAS, the applicant has documented an intent to name the street "Armenia";

WHEREAS, City Staff has confirmed that this request to rename the street will not create a duplication with any other existing City street.

NOW, THEREFORE,

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

Section 1.

The existing street known as "Dunlin" as shown on the Plat of Lake Denham, as recorded in Plat Book 73, Page 63, Public Records of Lake County, Florida, shall henceforth be named "Armenia" and so shown on all official maps and plats of the City of Leesburg pertaining to its location.

Section 2.

All ordinances and parts of ordinances in conflict with 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 13th day of September 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

CONTAINS 2,435.519 SQUARE FEET OR 55.912 ACRES MORE OR LESS

BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED EAST-WEST CENTER OF SECTION LINE OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST BEING S89°29'12"E

2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION - FLORIDA STATUTE 177.091 (28)

3. ■ - DENOTES PERMANENT REFERENCE MONUMENT (PRM); BEING A 4"x4" CONCRETE MONUMENT WITH DISK MARKED "PRM LB 7833".

4. ● - DENOTES PERMANENT CONTROL POINT (PCP); BEING A NAIL & DISK MARKED "PCP LB 7833".

5. ● - DENOTES PERMANENT REFERENCE MONUMENT (PRM); BEING A 1/2" IRON ROD WITH DISK MARKED "PRM LB 7833".

6. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.

7. THIS PLAT CONTAINS 250 LOTS AND 10 TRACTS FOR A TOTAL OF 260.

8. THIS PLAT CONTAINS 6,175 LINEAL FEET OF ROAD.

9. CONSERVATION TRACT W-3 IS TO BE OWNED AND MAINTAINED BY LAKE DENHAM HOMEOWNERS' ASSOCIATION, INC.

10. OPEN SPACE TRACTS O-8, O-9, O-10, O-11, O-12 AND O-13, ARE TO BE OWNED AND MAINTAINED BY LAKE DENHAM HOMEOWNERS' ASSOCIATION, INC.

11. STORMWATER DRAINAGE TRACTS S-5 AND S-6, ARE TO BE OWNED AND MAINTAINED BY LAKE DENHAM HOMEOWNERS' ASSOCIATION, INC. WITH AN EMERGENCY ACCESS EASEMENT DEDICATED TO THE CITY OF LEESBURG.

12. LIFT STATION TRACT L-2, IS TO BE DEDICATED TO THE CITY OF LEESBURG.

13. COORDINATES SHOWN HEREON (NORTHING, EASTING) ARE RELATIVE TO NORTH AMERICAN DATUM 83, FLORIDA EAST ZONE.

 TONYA GANDY
MY COMMISSION # GG 083972
EXPIRES: July 16, 2021
Bonded Thru Notary Public Underwriters

SHEET 1: COVER, DESCRIPTION, NOTES AND KEY MAP
SHEETS 2 THROUGH 7: PLAT DETAILS

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

1 CURLEW AVE
2 FORSTER AVE
3 CASPIAN ST
4 SHOVELER AVE
5 BRANT PL
6 GADWALL PL
7 SCOTER PL

OWENS RD

CR 25A

S 14TH ST

HOWARD RD

KNIGHT DR

SITE
HILLCREST LN

1 2 3 4 5 6

KINGS BLVD

ENGLISH RD

COREY ISLAND RD

PALM DR

SANDHILL PL

ANAHAID DR

CASPIAN ST

ARMOYAN BLVD

CHICKADEE PL

ROYAL TERN CT

MAGNOLIA DR

US HIGHWAY 21

North arrow pointing up.

- CCR - CERTIFIED CORNER RECORD
- ☒ - CENTERLINE SYMBOL
- Δ - CENTRAL ANGLE
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- ESMT - EASEMENT
- FND - FOUND
- L - LENGTH
- LB - LICENSED BUSINESS
- MEAS - MEASURED
- N&D - NAIL & DISC
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- PT - POINT OF TANGENCY
- R - RADIUS
- R/W - RIGHT-OF-WAY
- SF - SQUARE FEET
- UE - UTILITY EASEMENT

910 Belle Avenue, Suite 1140
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

City Clerk
J. ANDI PURVIS
Printed Name

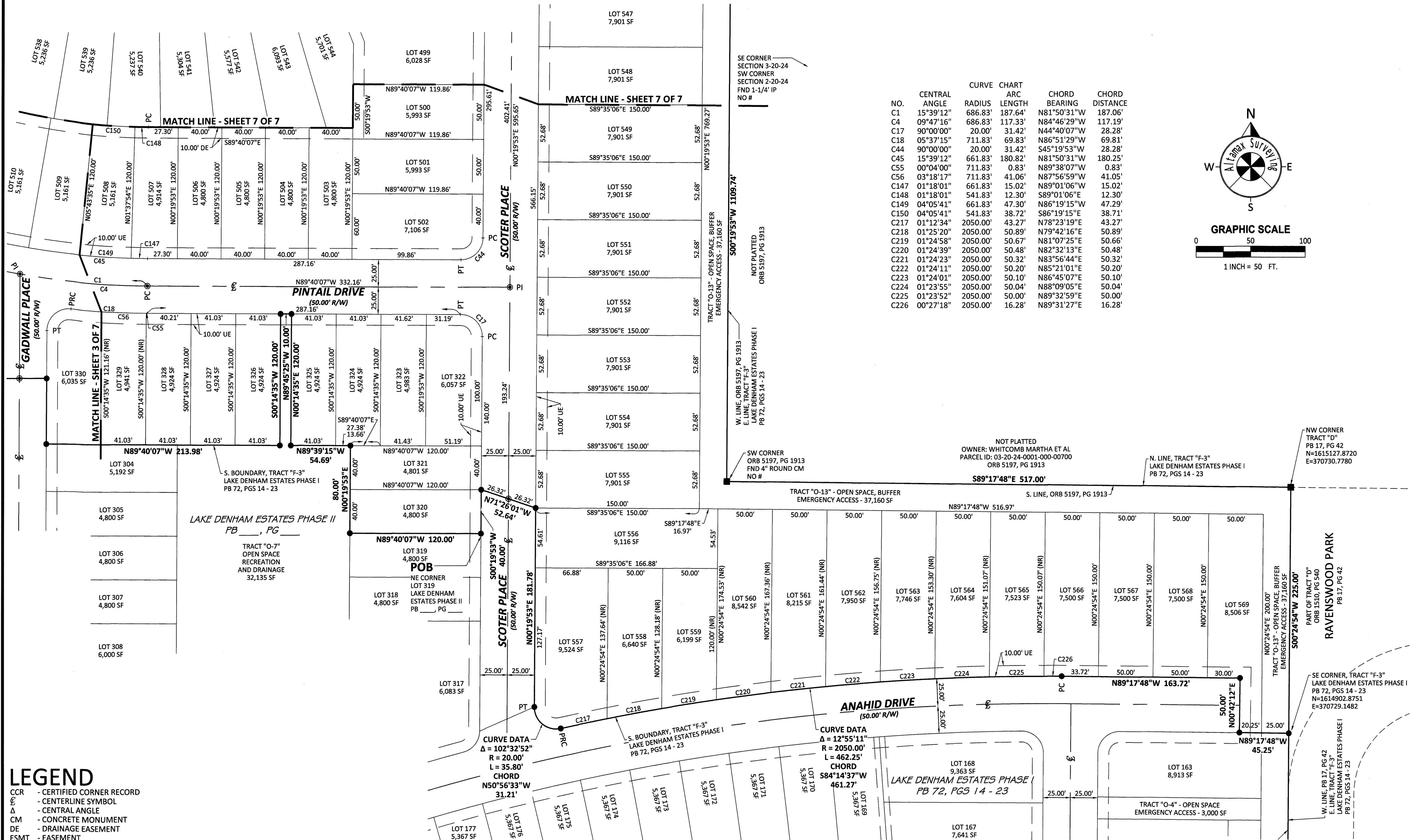
Mayor / Commissioner
ELISE A. DENNISON
Printed Name

LAKE DENHAM ESTATES PHASE III

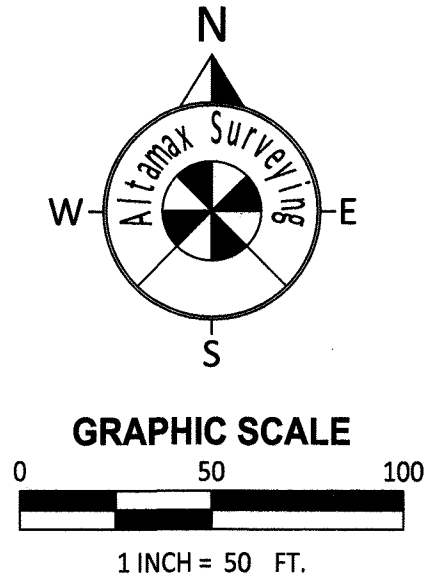
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SHEET 2 OF 7

PLAT BOOK: 73 PAGE: 64



CURVE		CHART			
NO.	CENTRAL	RADIUS	ARC	CHORD	CHORD
C1	ANGLE	LENGTH	BEARING	DISTANCE	
C1	15°39'12"	686.83'	187.64'	N81°50'31"W	187.06'
C4	09°47'16"	686.83'	117.33'	N84°46'29"W	117.19'
C17	90°00'00"	20.00'	31.42'	N44°40'07"W	28.28'
C18	05°37'15"	711.83'	69.83'	N86°51'29"W	69.81'
C44	90°00'00"	20.00'	31.42'	S45°19'53"W	28.28'
C45	15°39'12"	661.83'	180.82'	N81°50'31"W	180.25'
C55	00°04'00"	711.83'	0.83'	N89°38'07"W	0.83'
C56	03°18'17"	711.83'	41.06'	N87°56'59"W	41.05'
C147	01°18'01"	661.83'	15.02'	N89°01'06"W	15.02'
C148	01°18'01"	541.83'	12.30'	S89°01'06"E	12.30'
C149	04°05'41"	661.83'	47.30'	N86°19'15"W	47.29'
C150	04°05'41"	541.83'	38.72'	S86°19'15"E	38.71'
C217	01°12'34"	2050.00'	43.27'	N78°23'19"E	43.27'
C218	01°25'20"	2050.00'	50.89'	N79°42'16"E	50.89'
C219	01°24'58"	2050.00'	50.67'	N81°07'25"E	50.66'
C220	01°24'39"	2050.00'	50.48'	N82°32'13"E	50.48'
C221	01°24'23"	2050.00'	50.32'	N83°56'44"E	50.32'
C222	01°24'11"	2050.00'	50.20'	N85°21'01"E	50.20'
C223	01°24'01"	2050.00'	50.10'	N86°45'07"E	50.10'
C224	01°23'55"	2050.00'	50.04'	N88°09'05"E	50.04'
C225	01°23'52"	2050.00'	50.00'	N89°32'59"E	50.00'
C226	00°27'18"	2050.00'	16.28'	N89°31'27"E	16.28'



LEGEND

- CCR - CERTIFIED CORNER RECORD
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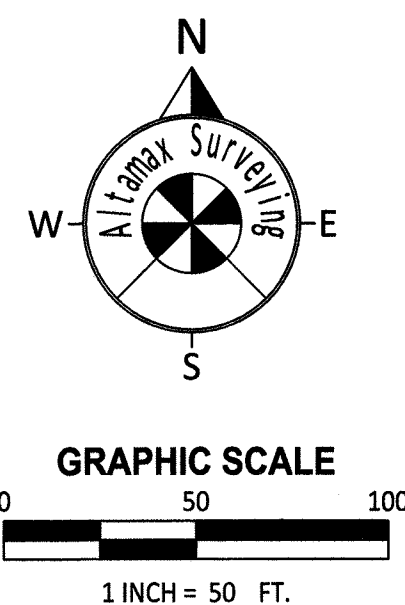
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SHEET 3 OF 7

PLAT BOOK: 73 PAGE: 65

	CURVE	CHART			
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15°39'12"	686.83'	187.64'	N81°50'31"W	187.06'
C2	08°47'56"	1965.00'	301.77'	N69°36'56"W	301.47'
C3	24°32'27"	300.00'	128.50'	N77°29'12"W	127.52'
C4	09°47'16"	686.83'	117.33'	N84°46'29"W	117.19'
C5	05°51'56"	686.83'	70.31'	N76°56'53"W	70.28'
C6	06°50'25"	1965.00'	234.60'	N70°35'42"W	234.46'
C7	01°57'31"	1965.00'	67.17'	N66°11'44"W	67.17'
C18	05°37'15"	711.83'	69.83'	N86°51'29"W	69.81'
C19	95°42'34"	20.00'	33.41'	S48°05'52"W	29.66'
C20	77°08'46"	20.00'	26.93'	N38°19'48"W	24.94'
C21	02°53'17"	711.83'	35.88'	N75°27'33"W	35.88'
C22	04°55'50"	1990.00'	171.25'	N71°33'00"W	171.19'
C23	110°40'21"	20.00'	38.63'	S55°34'45"W	32.90'
C24	66°33'33"	20.00'	23.23'	N33°02'12"W	21.95'
C25	01°06'00"	1990.00'	38.21'	N65°45'58"W	38.21'
C26	24°32'27"	275.00'	117.79'	N77°29'12"W	116.89'
C27	90°00'00"	20.00'	31.42'	S45°14'35"W	28.28'
C45	15°39'12"	661.83'	180.82'	N81°50'31"W	180.25'
C46	08°47'56"	1940.00'	297.93'	N69°36'56"W	297.64'
C47	24°32'27"	325.00'	139.20'	N77°29'12"W	138.14'
C48	90°00'00"	20.00'	31.42'	N44°45'25"W	28.28'
C57	02°14'58"	711.83'	27.94'	N85°10'21"W	27.95'
C59	02°05'45"	1990.00'	72.79'	N72°58'02"W	72.79'
C60	02°50'05"	1990.00'	98.46'	N70°30'07"W	98.45'
C62	15°55'50"	275.00'	76.46'	N73°10'53"W	76.22'
C63	08°36'37"	275.00'	41.33'	N85°27'07"W	41.29'
C151	04°05'41"	661.83'	47.30'	N82°13'34"W	47.29'
C152	04°05'41"	541.83'	38.72'	S82°13'34"E	38.71'
C153	04°05'41"	661.83'	47.30'	N78°07'53"W	47.29'
C154	04°05'41"	541.83'	38.72'	S78°07'53"E	38.71'
C155	02°04'08"	661.83'	23.90'	N75°02'59"W	23.90'
C156	00°37'01"	1940.00'	20.89'	N73°42'24"W	20.89'
C157	00°37'01"	1820.00'	19.59'	S73°42'24"E	19.59'
C158	02°04'08"	541.83'	19.57'	S75°02'59"E	19.56'
C159	01°14'49"	1940.00'	42.22'	N72°46'29"W	42.22'
C160	01°14'49"	1820.00'	39.61'	S72°46'29"E	39.61'
C161	01°14'49"	1940.00'	42.22'	N71°31'40"W	42.22'
C162	01°14'49"	1820.00'	39.61'	S71°31'40"E	39.61'
C163	01°14'49"	1940.00'	42.22'	N70°16'51"W	42.22'
C164	01°14'49"	1820.00'	39.61'	S70°16'51"E	39.61'
C165	01°14'49"	1940.00'	42.22'	N69°02'02"W	42.22'
C166	01°14'49"	1820.00'	39.61'	S69°02'02"E	39.61'
C167	01°14'49"	1940.00'	42.22'	N67°47'13"W	42.22'
C168	01°14'49"	1820.00'	39.61'	S67°47'13"E	39.61'
C169	01°14'49"	1940.00'	42.22'	N66°32'24"W	42.22'
C170	01°14'49"	1820.00'	39.61'	S66°32'24"E	39.61'
C171	00°42'02"	1940.00'	23.72'	N65°33'59"W	23.72'
C172	02°44'43"	325.00'	15.57'	N66°35'20"W	15.57'
C173	01°22'21"	1820.00'	43.59'	S65°13'50"E	43.59'
C174	06°38'48"	325.00'	37.70'	N71°17'05"W	37.68'
C175	01°39'13"	1820.00'	52.53'	S63°43'03"E	52.53'
C176	07°51'47"	325.00'	44.60'	N78°32'23"W	44.57'
C177	02°45'14"	1820.00'	87.47'	S61°30'49"E	87.46'
C178	07°17'09"	325.00'	41.33'	N86°06'51"W	41.30'



LEGEND

CCR	- CERTIFIED CORNER RECORD
CL	- CENTERLINE SYMBOL
CA	- CENTRAL ANGLE
CM	- CONCRETE MONUMENT
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PRM	- PERMANENT REFERENCE MONUMENT
PSM	- PROFESSIONAL SURVEYOR AND MAPPER
PT	- POINT OF TANGENCY
R	- RADIUS
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SF	- SQUARE FEET
UE	- UTILITY EASEMENT

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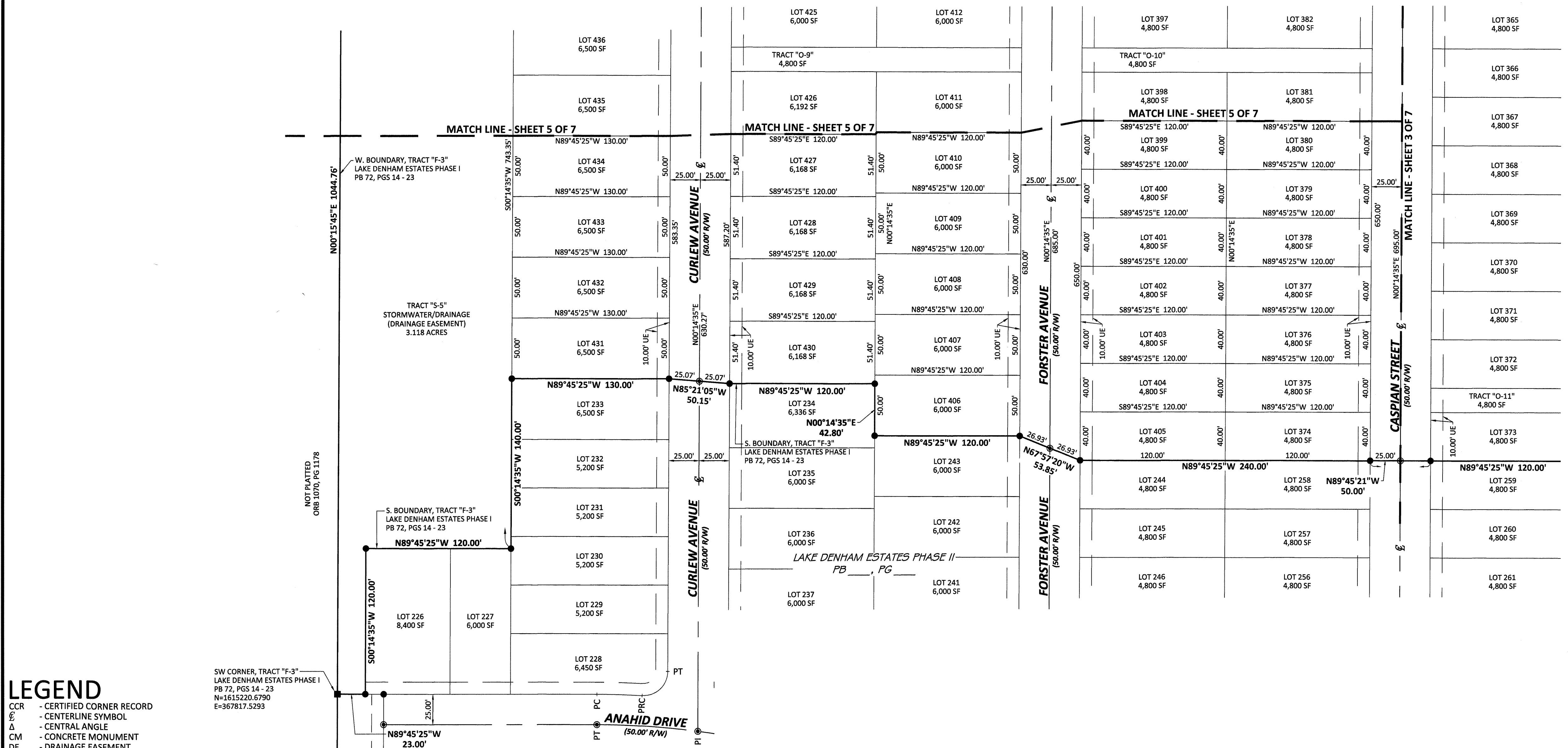


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SHEET 4 OF 7

PLAT BOOK: 73 PAGE: 66

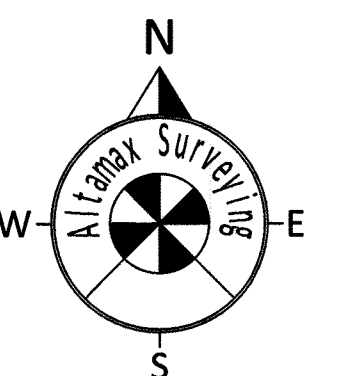


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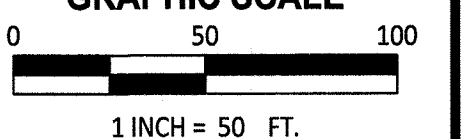
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- PG - PAGE
- POB - POINT OF BEGINNING
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- PT - POINT OF TANGENCY
- R - RADIUS
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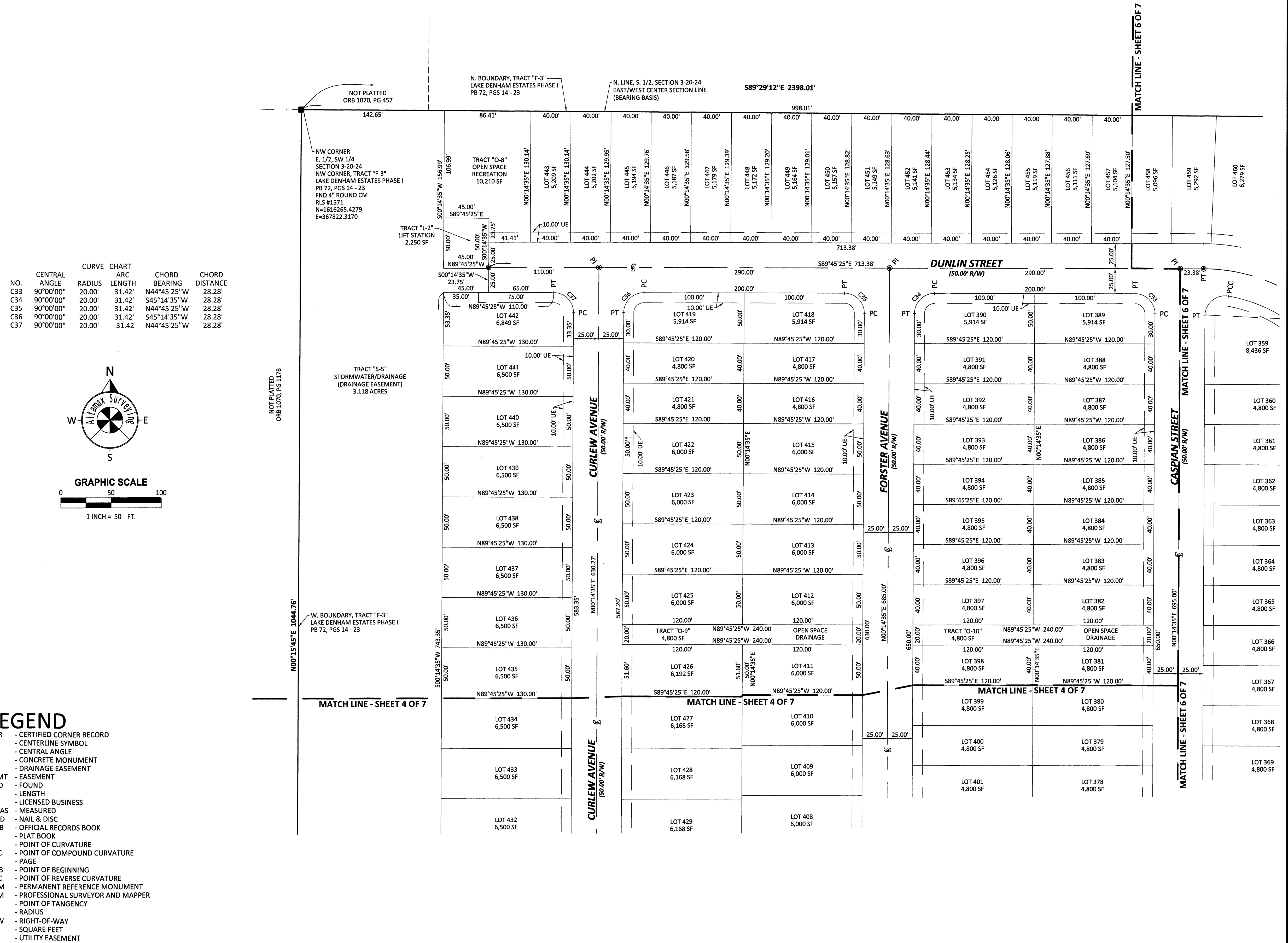


GRAPHIC SCALE



LAKE DENHAM ESTATES PHASE III

A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.



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A REPLAT OF A PORTION OF TRACT "F-3", LAKE DENHAM ESTATES PHASE I, AS RECORDED IN PLAT BOOK 72, PAGES 14 THROUGH 23, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA.

SHEET 6 OF 7

PLAT BOOK: 73 PAGE: 68

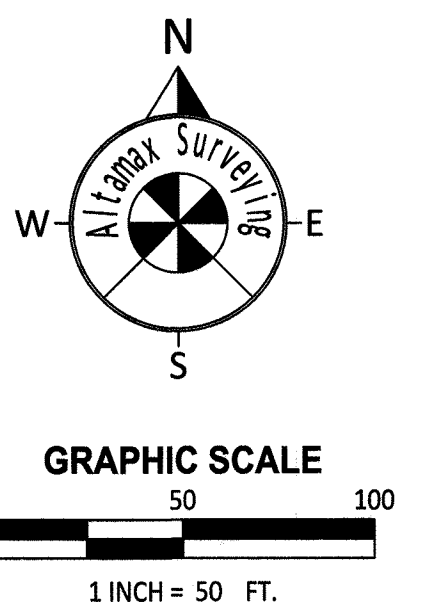
NO.	CURVE	CHART	ARC	CHORD	CHORD
	ANGLE	RADIUS	LENGTH	BEARING	DISTANCE
C8	36°01'04"	200.00'	125.73'	N18°15'07"E	123.67'
C9	29°23'31"	1675.00'	859.25'	S59°19'09"E	849.86'
C10	09°06'58"	1675.00'	266.50'	S49°10'52"E	266.22'
C11	20°16'33"	1675.00'	592.75'	S63°52'38"E	589.66'
C16	45°08'02"	175.00'	137.85'	N67°11'25"W	134.32'
C28	34°08'06"	225.00'	134.05'	N17°18'38"E	132.07'
C29	86°37'21"	20.00'	30.24'	N08°55'59"W	27.44'
C30	07°37'16"	1700.00'	226.13'	N48°26'02"W	225.96'
C31	35°33'39"	150.00'	93.10'	N62°24'13"W	91.61'
C32	99°34'23"	20.00'	34.76'	S50°01'46"W	30.55'
C38	45°08'02"	200.00'	157.55'	S67°11'25"E	153.50'
C39	29°23'31"	1650.00'	846.43'	S59°19'09"E	837.18'
C49	33°02'40"	175.00'	100.93'	N16°45'55"E	99.54'
C50	91°28'02"	20.00'	31.93'	N79°01'16"E	28.64'
C51	18°46'11"	1700.00'	556.91'	S64°37'49"E	554.42'
C64	03°54'21"	225.00'	15.34'	N02°11'45"E	15.34'
C65	09°07'51"	225.00'	35.86'	N08°42'51"E	35.82'
C66	08°30'28"	225.00'	33.41'	N17°32'01"E	33.38'
C67	07°37'13"	225.00'	29.92'	N25°35'51"E	29.90'
C68	04°58'13"	225.00'	19.52'	N31°53'34"E	19.51'
C69	01°54'55"	1700.00'	56.82'	N51°17'13"W	56.82'
C70	04°58'46"	1700.00'	147.74'	N47°50'23"W	147.69'
C71	00°43'36"	1700.00'	21.56'	N44°59'12"W	21.56'
C72	02°05'28"	200.00'	7.30'	S89°42'41"E	7.30'
C73	10°25'55"	200.00'	36.41'	S89°27'00"E	36.36'
C74	10°25'55"	200.00'	36.41'	S72°01'06"E	36.36'
C75	10°25'55"	200.00'	36.41'	S61°35'11"E	36.36'
C76	02°11'16"	1520.00'	58.04'	N40°55'46"W	58.04'
C77	10°25'55"	200.00'	36.41'	S51°09'17"E	36.36'
C78	02°18'51"	1520.00'	61.39'	N43°10'50"W	61.39'
C79	01°18'56"	200.00'	4.59'	S45°16'52"E	4.59'
C80	01°13'43"	1650.00'	35.38'	S45°14'15"E	35.38'
C81	01°30'51"	1520.00'	40.17'	N45°05'41"W	40.17'
C82	01°28'50"	1650.00'	42.64'	S46°35'31"E	42.64'
C83	01°28'50"	1520.00'	39.28'	N46°35'31"W	39.28'
C84	01°28'50"	1650.00'	42.64'	S48°04'21"E	42.64'
C85	01°28'50"	1520.00'	39.28'	N48°04'21"W	39.28'
C86	01°28'50"	1650.00'	42.64'	S49°33'11"E	42.64'
C87	01°28'50"	1520.00'	39.28'	N49°33'11"W	39.28'
C88	01°28'50"	1650.00'	42.64'	S51°02'01"E	42.64'
C89	01°28'50"	1520.00'	39.28'	N51°02'01"W	39.28'
C90	01°28'50"	1650.00'	42.64'	S52°30'51"E	42.64'
C91	01°28'50"	1520.00'	39.28'	N52°30'51"W	39.28'
C92	00°20'50"	1650.00'	10.00'	S53°25'41"E	10.00'
C93	01°30'12"	1650.00'	43.30'	S54°21'13"E	43.29'
C94	01°28'25"	1520.00'	39.10'	N54°22'06"W	39.10'
C95	01°28'50"	1650.00'	42.64'	S55°50'44"E	42.64'
C96	01°28'50"	1520.00'	39.28'	N55°50'44"W	39.28'
C97	01°28'50"	1650.00'	42.64'	S57°19'34"E	42.64'
C98	01°28'50"	1520.00'	39.28'	N57°19'34"W	39.28'
C99	01°28'50"	1650.00'	42.64'	S58°48'24"E	42.64'
C100	01°28'50"	1520.00'	39.28'	N58°48'24"W	39.28'
C101	01°28'50"	1650.00'	42.64'	S60°17'14"E	42.64'
C102	01°28'50"	1520.00'	39.28'	N60°17'14"W	39.28'
C103	01°28'50"	1650.00'	42.64'	S61°46'04"E	42.64'
C104	01°28'50"	1520.00'	39.28'	N61°46'04"W	39.28'
C105	01°28'50"	1650.00'	42.64'	S63°14'54"E	42.64'
C106	01°28'50"	1520.00'	39.28'	N63°14'54"W	39.28'
C107	01°28'50"	1650.00'	42.64'	S64°43'44"E	42.64'
C108	01°28'50"	1520.00'	39.28'	N64°43'44"W	39.28'
C109	01°28'50"	1650.00'	42.64'	S66°12'34"E	42.64'
C110	01°28'50"	1520.00'	39.28'	N66°12'34"W	39.28'
C111	01°28'50"	1650.00'	42.64'	S67°41'24"E	42.64'
C112	01°28'50"	1520.00'	39.28'	N67°41'24"W	39.28'
C179	05°23'10"	175.00'	16.45'	N02°56'10"E	16.44'

LEGEND

CCR	- CERTIFIED CORNER RECORD
CL	- CENTERLINE SYMBOL
Δ	- CENTRAL ANGLE
CM	- CONCRETE MONUMENT
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
L	- LENGTH
LB	- LICENSED BUSINESS
MEAS	- MEASURED
N&D	- NAIL & DISC
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NO.	CURVE	CHART	ARC	CHORD	CHORD
	ANGLE	RADIUS	LENGTH	BEARING	DISTANCE
C180	27°39'30"	175.00'	84.48'	N19°27'30"E	83.66'
C181	04°26'17"	1700.00'	131.68'	S57°27'52"E	131.65'
C182	01°19'57"	1700.00'	39.54'	S60°20'59"E	39.53'
C183	00°52'45"	1820.00'	27.93'	N60°34'35"W	27.93'
C184	01°19'57"	1700.00'	39.54'	S61°40'56"E	39.53'
C185	01°19'57"	1820.00'	42.33'	N61°40'56"W	42.33'
C186	01°19'57"	1700.00'	39.54'	S63°00'53"E	39.53'
C187	01°19'57"	1820.00'	42.33'	N63°00'53"W	42.33'
C188	01°19'57"	1700.00'	39.54'	S64°20'50"E	39.53'
C189	01°19'57"	1820.00'	42.33'	N64°20'50"W	42.33'
C190	01°19'57"	1700.00'	39.54'	S65°40'47"E	39.53'
C191	01°19'57"	1820.00'	42.33'	N65°40'47"W	42.33'
C192	01°19'57"	1700.00'	39.54'	S67°00'44"E	39.53'
C193	01°19'57"	1820.00'	42.33'	N67°00'44"W	42.33'
C227	23°43'40"	150.00'	62.12'	N68°19'12"W	61.68'
C228	97°02'56"	20.00'	33.88'	S51°17'30"W	29.97'
C229	02°31'27"	20.00'	0.88'	S01°30'18"W	0.88'
C230	11°49'58"	150.00'	30.98'	N50°32'23"W	30.92'



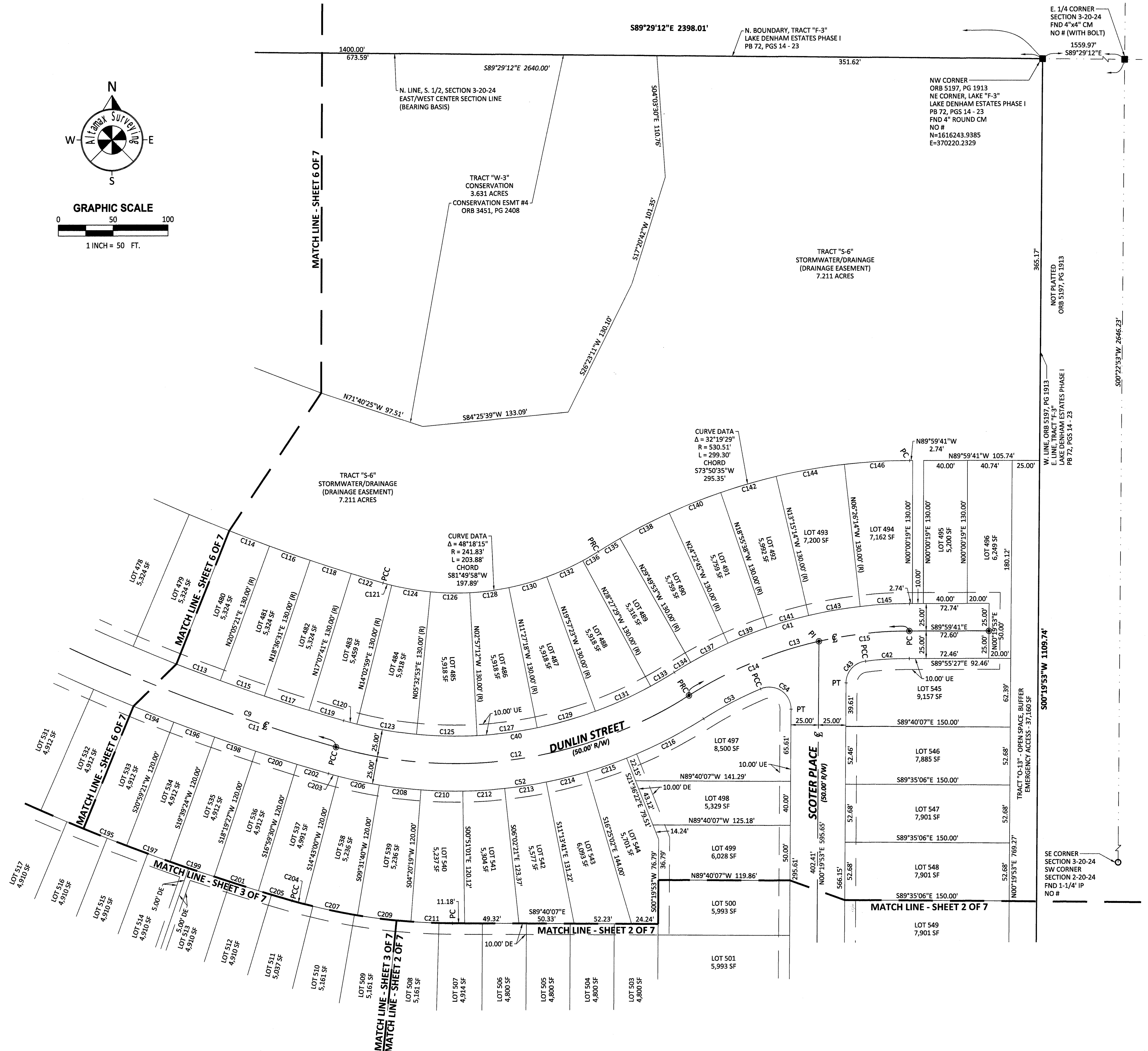
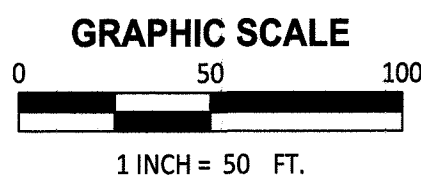
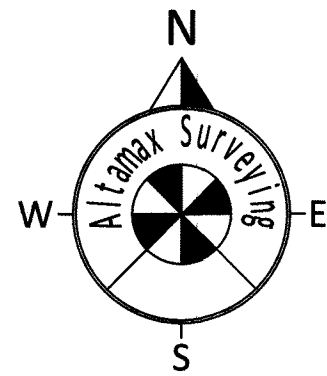
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SHEET 7 OF 7

PLAT BOOK: 73 PAGE: 69

NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C9	29°23'31"	1675.00'	859.25'	S59°19'09"E	849.86'
C11	20°16'33"	1675.00'	592.75'	S63°52'38"E	589.66'
C12	48°18'15"	396.83'	334.55'	N81°49'58"E	324.73'
C13	32°19'29"	375.51'	211.85'	N73°50'35"E	209.06'
C14	19°38'27"	375.51'	128.72'	N67°30'03"E	128.10'
C15	12°41'02"	375.51'	83.13'	N83°39'48"E	82.96'
C40	48°18'15"	371.83'	313.47'	N81°49'58"E	304.27'
C41	32°19'29"	400.51'	225.96'	N73°50'35"E	222.97'
C42	06°32'39"	350.51'	40.03'	S86°44'00"W	40.01'
C43	83°07'47"	20.00'	29.02'	S41°53'47"W	26.54'
C52	48°18'15"	421.83'	355.63'	N81°49'58"E	345.19'
C53	09°34'36"	350.51'	58.59'	N62°28'08"E	58.52'
C54	113°04'28"	20.00'	39.47'	S56°12'21"E	33.37'
C113	01°28'50"	1650.00'	42.64'	S69°10'14"E	42.64'
C114	01°28'50"	1520.00'	39.28'	N69°10'14"W	39.28'
C115	01°28'50"	1650.00'	42.64'	S70°39'04"E	42.64'
C116	01°28'50"	1520.00'	39.28'	N70°39'04"W	39.28'
C117	01°28'50"	1650.00'	42.64'	S72°07'54"E	42.64'
C118	01°28'50"	1520.00'	39.28'	N72°07'54"W	39.28'
C119	01°08'36"	1650.00'	32.93'	S73°26'37"E	32.92'
C120	01°56'07"	371.83'	12.56'	S74°58'58"E	12.56'
C121	01°56'07"	241.83'	8.17'	N74°58'58"W	8.17'
C122	01°08'36"	1520.00'	30.33'	N73°26'37"W	30.33'
C123	08°30'06"	371.83'	55.17'	S80°12'04"E	55.12'
C124	08°30'06"	241.83'	35.88'	N80°12'04"W	35.85'
C125	08°30'06"	371.83'	55.17'	N88°42'10"E	55.12'
C126	08°30'06"	241.83'	35.88'	S88°42'10"W	35.85'
C127	08°30'06"	371.83'	55.17'	N82°47'45"E	55.12'
C128	08°30'06"	241.83'	35.88'	S82°47'45"W	35.85'
C129	08°30'06"	371.83'	55.17'	N74°17'39"E	55.12'
C130	08°30'06"	241.83'	35.88'	S74°17'39"W	35.85'
C131	08°30'06"	371.83'	55.17'	N65°47'34"E	55.12'
C132	08°30'06"	241.83'	35.88'	S65°47'34"W	35.85'
C133	03°51'41"	371.83'	25.06'	N59°36'40"E	25.05'
C134	02°29'17"	400.51'	17.39'	N58°55'28"E	17.39'
C135	02°29'17"	530.51'	23.04'	S58°55'28"W	23.04'
C136	03°51'41"	241.83'	16.30'	S59°36'40"W	16.29'
C137	05°27'08"	400.51'	38.11'	N62°53'41"E	38.10'
C138	05°27'08"	530.51'	50.48'	S62°53'41"W	50.46'
C139	05°27'08"	400.51'	38.11'	N68°20'48"E	38.10'
C140	05°27'08"	530.51'	50.48'	S68°20'48"W	50.46'
C141	05°40'24"	400.51'	39.66'	N73°54'34"E	39.64'
C142	05°40'24"	530.51'	52.53'	S73°54'34"W	52.51'
C143	06°49'00"	400.51'	47.65'	N80°09'16"E	47.62'
C144	06°49'00"	530.51'	63.12'	S80°09'16"W	63.08'
C145	06°26'33"	400.51'	45.04'	N86°47'03"E	45.01'
C146	06°26'33"	530.51'	59.65'	S86°47'03"W	59.62'
C194	01°19'57"	1700.00'	39.54'	S68°20'41"E	39.53'
C195	01°19'57"	1820.00'	42.33'	N68°20'41"W	42.33'
C196	01°19'57"	1700.00'	39.54'	S69°40'38"E	39.53'
C197	01°19'57"	1820.00'	42.33'	N69°40'38"W	42.33'
C198	01°19'57"	1700.00'	39.54'	S71°00'35"E	39.53'
C199	01°19'57"	1820.00'	42.33'	N71°00'35"W	42.33'
C200	01°19'57"	1700.00'	39.54'	S72°20'32"E	39.53'
C201	01°19'57"	1820.00'	42.33'	N72°20'32"W	42.33'
C202	01°00'24"	1700.00'	29.87'	S73°30'42"E	29.87'
C203	01°16'06"	421.83'	9.34'	S74°38'57"E	9.34'
C204	01°16'06"	541.83'	11.99'	N74°38'57"W	11.99'
C205	01°00'24"	1820.00'	31.98'	N73°30'42"W	31.98'
C206	05°11'20"	421.83'	38.20'	S77°52'40"E	38.19'
C207	05°11'20"	541.83'	49.07'	N77°52'40"W	49.05'
C208	05°11'20"	421.83'	38.20'	S83°04'01"E	38.19'
C209	05°11'20"	541.83'	49.07'	N83°04'01"W	49.05'
C210	05°11'20"	421.83'	38.20'	S88°15'21"E	38.19'
C211	04°00'26"	541.83'	37.90'	N87°39'54"W	37.89'
C212	05°11'20"	421.83'	38.20'	S86°33'19"E	38.19'
C213	05°11'20"	421.83'	38.20'	N81°21'59"E	38.19'
C214	05°11'20"	421.83'	38.20'	N76°10'38"E	38.19'
C215	05°11'20"	421.83'	38.20'	N70°59'18"E	38.19'
C216	10°42'48"	421.83'	78.87'	N63°02'14"E	78.76'



LEGEND

- CCR - CERTIFIED CORNER RECORD
- Δ - CENTERLINE SYMBOL
- ∠ - CENTRAL ANGLE
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- ESMT - EASEMENT
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: September 13, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1,088 +/- acres; and being generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, lying in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Whispering Hills/ Marsan).

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Whispering Hills/ Marsan Property.

Analysis:

The applicant has submitted a request for annexation of approximately 1,088 acres of land generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, as shown on the attached General Location Map. At this time, the property has a limited number of single family residences and barns. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The proposed Future Land Use of the property is Neighborhood Mixed Use; the proposed zoning is PUD (Planned Unit Development). The property is surrounded by Lake County A (Agriculture), Lake County PUD (Planned Unit Development), Lake County CFD (Community Facility District), Lake County RP (Residential Professional), Lake County R-1 (Rural Residential), RMRP (Mobile Home Rental Park District), and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case, which is also on this agenda, significant efforts have been made to mitigate potential negative impacts to adjacent properties. Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on July 22, 2021.

Procurement Analysis:

N/A

Options:

1. Approve the requested annexation, which 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 Lake 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.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1,088 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27, NORTH OF DEWEY ROBBINS ROAD, AND SOUTH OF COUNTY ROAD 48, LYING IN SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; AND SECTIONS 20, 29, 30, 31, 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (WHISPERING HILLS/ MARSAN).

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 approval 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.

Based upon the petition of Marsan Real Estate Group, LLC, (Tara Tedreow, 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 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**WHISPERING HILLS/MARSAN JOURNEY CIRCLE "M" RANCH
LEGAL DESCRIPTION
LAKE COUNTY, FLORIDA**

METES & BOUNDS LEGAL DESCRIPTION

PARCEL ONE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND PORTIONS OF SECTION 19, 29 AND 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 89°22'10" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 2654.24 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°37'56" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1330.51 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 89°01'24" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1256.29 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°39'35" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1331.96 FEET TO THE SOUTHEAST CORNER OF U.S. GOVERNMENT LOT 2 OF SAID SECTION 30; THENCE NORTH 88°57'18" WEST A DISTANCE OF 70.49 FEET; THENCE NORTH 89°08'43" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1185.10 FEET TO THE WEST BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID WEST BOUNDARY OF SECTION 30, A DISTANCE OF 1177.95 FEET TO THE SOUTHEAST CORNER OF THE NORTH 660.16 FEET OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 25 AS MONUMENTED; THENCE NORTH 89°06'05" WEST ALONG THE MONUMENTED SOUTH BOUNDARY THEREOF, A DISTANCE OF 2388.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE NORTH 09°41'21" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 672.55 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 25 AS MONUMENTED; THENCE SOUTH 89°09'06" EAST ALONG SAID NORTH LINE AS MONUMENTED, A DISTANCE OF 2511.43 FEET TO THE AFOREMENTIONED EAST BOUNDARY OF SAID SECTION 25 AND THE WEST BOUNDARY OF THE AFOREMENTIONED WEST BOUNDARY OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 525.26 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 300.00 FEET OF U.S. GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 250.00 FEET TO THE EAST BOUNDARY OF THE WEST 250.00 FEET OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 00°48'27" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 300.00 FEET TO THE NORTH BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 19; THENCE SOUTH 89°06'36" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 250.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 500.00 FEET OF U.S. GOVERNMENT LOT 4 OF SAID SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 700.00 FEET TO THE NORTH LINE OF THE SOUTH 700.00 FEET OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4; THENCE NORTH 89°06'36" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 500.00 FEET TO THE WEST BOUNDARY OF SAID SECTION 19; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 275.58 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 500.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE 89°08'53" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF THE EAST 200.00 FEET OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 500.00 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE SOUTH 89°08'53" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 200.00 FEET TO THE EAST BOUNDARY OF SAID 24, THE SAME ALSO BEING THE WEST BOUNDARY OF U.S. GOVERNMENT LOT 3 IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 179.89 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTH 330.00 FEET OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 925.20 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 330.00 FEET OF THE WEST 1/2 OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 330.00 FEET TO THE SOUTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 330.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4 IN SAID SECTION 19; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1324.49 FEET TO THE SOUTH BOUNDARY THEREOF, THE SAME ALSO BEING THE NORTH BOUNDARY OF U.S. GOVERNMENT LOT 1 IN THE

AFOREMENTIONED SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID BOUNDARY, A DISTANCE OF 1251.79 FEET TO THE NORTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE SOUTH 00°37'05" WEST ALONG SAID EAST BOUNDARY THEREOF, A DISTANCE OF 1334.47 FEET TO THE SOUTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 89°04'57" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1324.99 TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1907, PAGE 1852 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°39'49" WEST ALONG THE WEST BOUNDARY THEREOF AND THE WEST BOUNDARY OF THOSE CERTAIN LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 880.32 FEET TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 856, PAGE 1260, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 89°02'40" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1643.26 FEET; THENCE NORTH 00°47'05" EAST, A DISTANCE OF 881.29 FEET TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°05'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 855, PAGE 1697, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°47'05" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1279.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 87°38'35" EAST ALONG THE SOUTH BOUNDARY OF SAID LANDS, A DISTANCE OF 989.73 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'51" EAST ALONG THE EAST BOUNDARY OF SAID LANDS, A DISTANCE OF 1303.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°48'01" EAST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 679.98 FEET; THENCE SOUTH 89°04'03" EAST, A DISTANCE OF 668.89 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 00°52'38" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 679.89 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°04'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 667.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°20'35" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1211.92 FEET TO THE WEST RIGHT-OF-WAY OF NUMBER 2 ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 45°22'24" EAST, A DISTANCE OF 1095.45 FEET; THENCE 2.) SOUTH 45°50'46" EAST, A DISTANCE OF 161.55 FEET; THENCE 3.) SOUTH 48°01'02" EAST, A DISTANCE OF 152.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 417.00 FEET; THENCE 4.) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 33°27'24" (CHORD = 240.05 FEET, CHORD BEARING = SOUTH 64°44'44" EAST) FOR A DISTANCE OF 243.50 FEET TO THE POINT OF TANGENCY; THENCE 5.) SOUTH 81°28'26" EAST, A DISTANCE OF 155.64 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF PUMPKIN CENTER ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1080, PAGE 2084; THENCE SOUTH 01°01'19" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 238.61 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29; THENCE NORTH 89°26'20" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1285.10 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°55'35" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.30 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°26'44" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 661.43 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°50'43" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.72 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 89°28'00" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 659.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 577.88 ACRES, MORE OR LESS.

AND

PARCEL TWO:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 31; THENCE SOUTH 89°28'00" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 32, A DISTANCE OF 1319.95 FEET; THENCE CONTINUE SOUTH 89°28'00" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1338.64 FEET; THENCE SOUTH

00°50'07" WEST, A DISTANCE OF 372.44 FEET; THENCE SOUTH 88°46'09" WEST, A DISTANCE OF 1338.25 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 00°38'52" WEST ALONG SAID BOUNDARY, A DISTANCE OF 2255.08 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°36'46" EAST, A DISTANCE OF 1298.73 FEET; THENCE SOUTH 00°34'45" WEST, A DISTANCE OF 166.26 FEET; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 1299.23 FEET; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 165.94 FEET; THENCE NORTH 89°35'41" WEST, A DISTANCE OF 1324.19 FEET TO THE WEST BOUNDARY OF SAID SECTION 32 AND THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 31; THENCE NORTH 00°44'14" EAST ALONG SAID BOUNDARY, A DISTANCE OF 331.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89°17'56" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1325.81 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00°43'16" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1329.32 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89°26'12" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1321.28 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°23'30" WEST, A DISTANCE OF 1258.12 FEET TO THE WEST BOUNDARY OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 3; THENCE NORTH 00°42'17" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1334.65 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 324.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 89°17'20" WEST ALONG THE SHORELINE OF TURKEY LAKE, A DISTANCE OF 266.06 FEET; THENCE NORTH 52°25'37" WEST, STILL ALONG SAID SHORELINE, A DISTANCE OF 97.32 FEET; THENCE DEPARTING SAID SHORELINE, NORTH 44°47'59" EAST, A DISTANCE OF 449.77 FEET; THENCE SOUTH 44°37'43" EAST, A DISTANCE OF 43.57 FEET RETURNING TO THE AFORESAID WEST BOUNDARY OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 660.57 FEET TO THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2; THENCE SOUTH 89°14'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1257.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°14'52" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1326.64 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 00°43'11" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1335.16 FEET TO THE NORTH BOUNDARY OF SAID SECTION 31; THENCE SOUTH 89°22'10" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1326.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 349.52 ACRES, MORE OR LESS.

AND

PARCEL THREE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 20 AND 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89°13'55" EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY OF NUMBER 2 ROAD; AND THE POINT OF BEGINNING; THENCE NORTH 00°49'05" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF NUMBER 2 ROAD, A DISTANCE OF 1326.96 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 89°12'36" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 2608.12 FEET TO THE EAST BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°34'05" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 1325.96 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 01°02'37" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 2364.13 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF NUMBER 2 ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 81°28'26" WEST, A DISTANCE OF 187.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 351.00 FEET; THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE/Delta OF 33°27'24" (CHORD = 202.06 FEET, CHORD BEARING = NORTH 64°44'44" WEST) FOR A DISTANCE OF 204.96 FEET TO THE POINT OF TANGENCY; THENCE 3.) NORTH 48°01'02" WEST, A DISTANCE OF 151.20 FEET; THENCE 4.) NORTH 45°50'46" WEST, A DISTANCE OF 160.03 FEET; THENCE 5.) NORTH 45°22'24" WEST, A DISTANCE OF 1026.80 FEET TO THAT CERTAIN ADDITIONAL RIGHT-OF-WAY AS DEDICATED BY THE PLAT OF BELLA LADERA AS RECORDED IN PLAT BOOK 57, PAGE 100 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 45°49'20" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1186.68 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°57'04" EAST, A DISTANCE

OF 518.87 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 20; THENCE NORTH 89°13'55" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 402.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 157.99 ACRES, MORE OR LESS.

AND

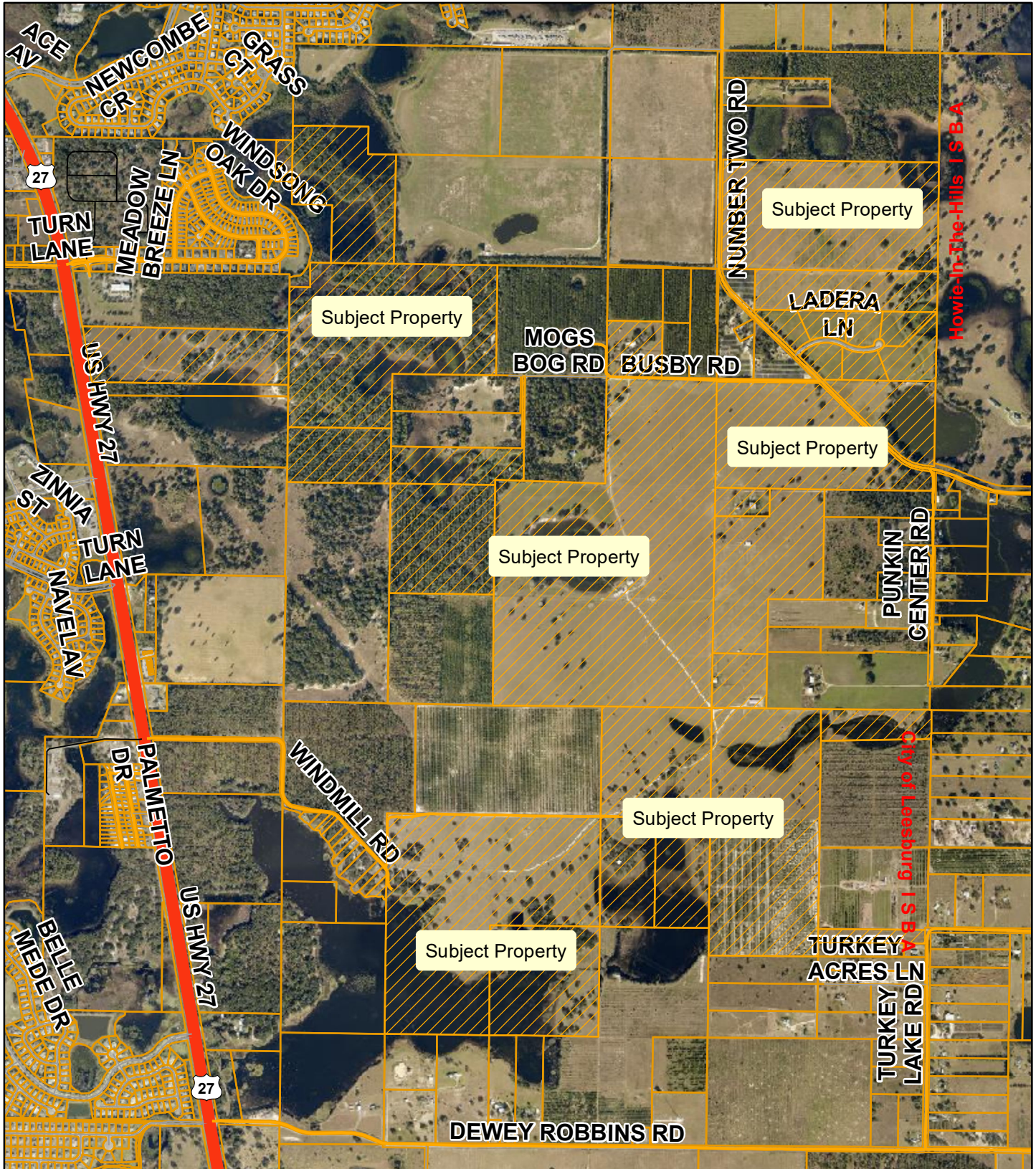
PARCEL FOUR:

A PARCEL OF LAND LYING AND BEING A PORTION OF U.S. GOVERNMENT LOT 2 IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

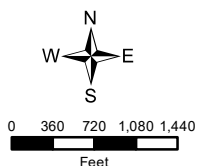
COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF U.S. GOVERNMENT LOT 2 IN SAID SECTION 31; THENCE NORTH 89°14'52" WEST ALONG THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°12'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 44°48'00" WEST, A DISTANCE OF 287.73 FEET, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE; THENCE NORTHWESTERLY ALONG SAID SHORELINE NORTH 47°30'49" WEST, A DISTANCE OF 100.08 FEET, MORE OR LESS TO A POINT WHICH LIES SOUTH 44°48'00" WEST OF THE AFOREMENTIONED POINT OF BEGINNING; THENCE NORTH 44°48'00" EAST, A DISTANCE OF 291.77 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.66 ACRES, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE.

Aerial



**Planning
& Zoning
Division**

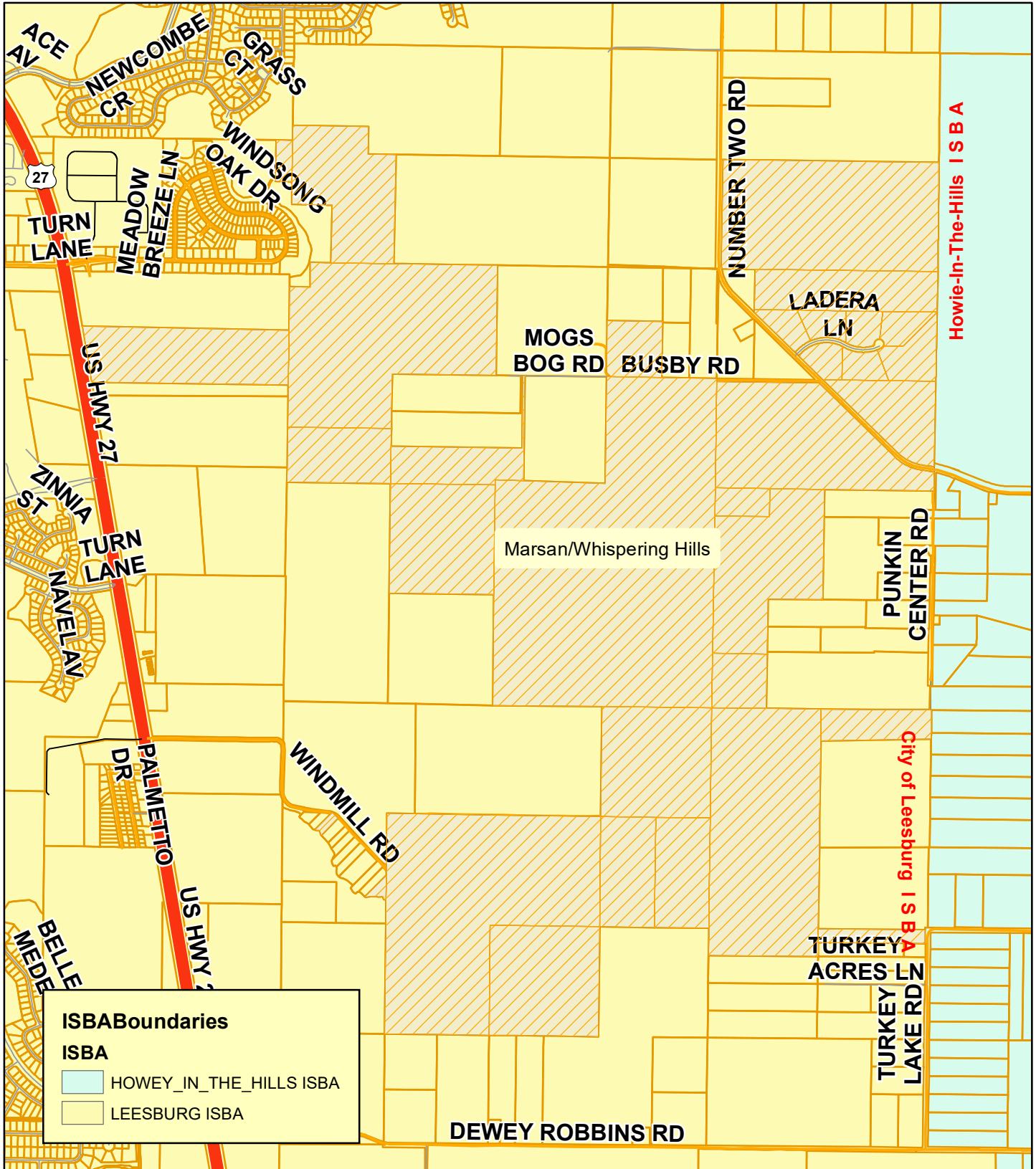


Whispering Hills LSCP-21119, PUD-21-120

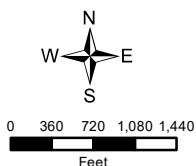
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

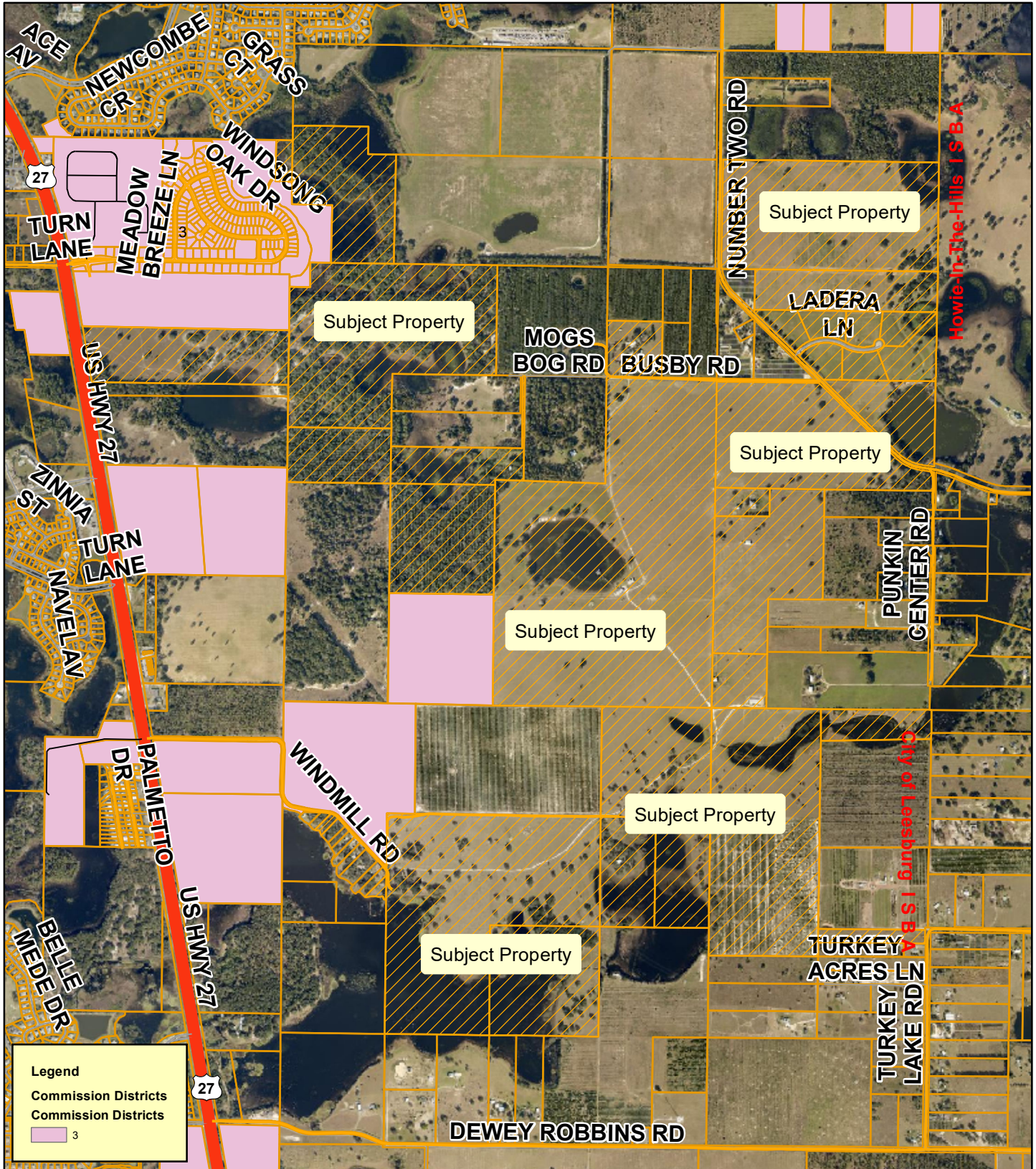
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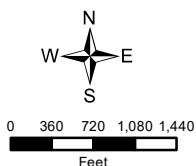
**Planning
& Zoning
Division**



Commission District



**Planning
& Zoning
Division**



Whispering Hills LSCP-21119, PUD-21-120

AKs: 1030111, 1030188, 1030234, 1030242, 1030315, 1036178, 1064848, 1209340, 1209412, 1209455, 1209498, 1209510, 1704146, 1780284, 1780659, 2865971, 3638000, 3766407, 3848919, 3848920, 3848921, 3848922, 3848923, 3848924, 3848925, 1704111, 1701252, 1704154, 1701287, 2788488, 1030196, 1030200, 3870986.

Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021



Close up of sign posting.



Posting of sign on site along Windmill Road.



Looking south from sign posting.



Looking north from sign posting.



Looking north along Number 2 Road from sign posting.



Looking west across Number 2 Road From sign posting.



Looking south along Number 2 Road from sign posting.



Posting of sign along Turkey Lake Road.



Looking south from sign posting (Turkey Lake Road).



Looking north from sign posting (Turkey Lake Road).



Looking east from sign posting (Turkey Lake Road).



Posting of sign on site along Number 2 Road.



Looking northwest along Number 2 Road from sign posting.



Looking west across Number 2 Road from sign posting.



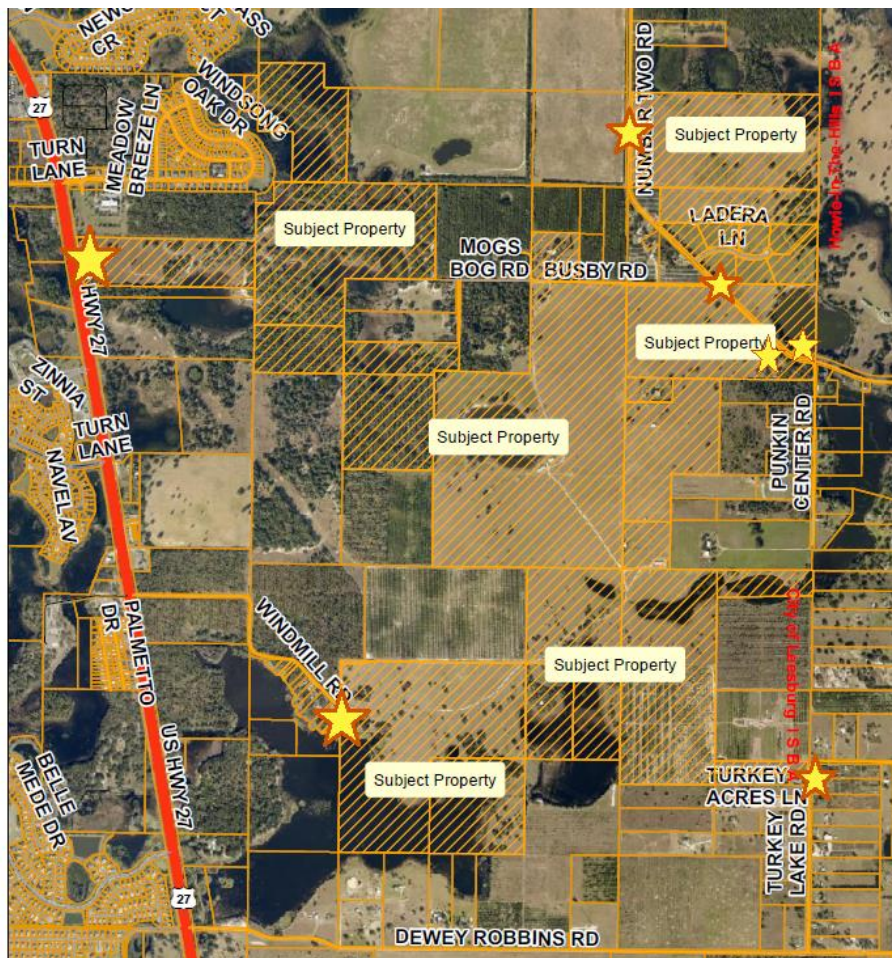
Looking north along Number 2 Road from sign posting.



Looking east across Number 2 Road from sign posting.



Looking north along Number 2 Road from sign posting.



Approximate sign posting locations.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: September 13, 2021

From: Dan Miller, (Planning and Zoning Manager)

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 1,088 +/- acres from Lake County Rural to City of Leesburg Neighborhood Mixed Use, for a property generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, as legally described in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Whispering Hills/ Marsan)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 1,088 +/- acres from Lake County Rural to City of Leesburg Neighborhood Mixed Use.

Analysis:

The project site is approximately 1,088 acres. The property is generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48. Currently, the property has four (4) single family residences and barns. The proposed use is for commercial and residential development. The surrounding Future Land Use Map designations of Lake County Rural, Lake County Urban Low Density, Lake County Rural Transition, City of Leesburg Estate Residential, and City of Leesburg Institutional is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Neighborhood Mixed Use. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

The project site is in excess of fifty (50) acres and is, therefore, considered a large-scale comprehensive land use plan amendment under current statutes. The City will notify the Florida Department of Economic Opportunity (FDEO) of the plan amendment and the Department will review the project site area to confirm that it is more than ten (10) acres.

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

The Planning Commission held a public hearing on the application on July 22, 2021 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Rural to City of Leesburg Neighborhood Mixed Use; or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time:

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 1,088 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG NEIGHBORHOOD MIXED USE, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27, NORTH OF DEWEY ROBBINS ROAD, AND SOUTH OF COUNTY ROAD 48, AS LEGALLY DESCRIBED IN SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; AND SECTIONS 20, 29, 30, 31, 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WHISPERING HILLS/ MARSAN)

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 1,088 acres of land generally located east of US Highway 27, north of Dewey Robbins Road, and south of County Road 48 from Lake County Rural to City of Leesburg Neighborhood Mixed Use, as shown on the revised map of said area, lying in Sections 24 and 25, Township 20 South, Range 24 East, and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the ____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

**WHISPERING HILLS/MARSAN JOURNEY CIRCLE "M" RANCH
LEGAL DESCRIPTION
LAKE COUNTY, FLORIDA**

METES & BOUNDS LEGAL DESCRIPTION

PARCEL ONE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND PORTIONS OF SECTION 19, 29 AND 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 89°22'10" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 2654.24 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°37'56" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1330.51 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 89°01'24" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1256.29 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°39'35" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1331.96 FEET TO THE SOUTHEAST CORNER OF U.S. GOVERNMENT LOT 2 OF SAID SECTION 30; THENCE NORTH 88°57'18" WEST A DISTANCE OF 70.49 FEET; THENCE NORTH 89°08'43" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1185.10 FEET TO THE WEST BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID WEST BOUNDARY OF SECTION 30, A DISTANCE OF 1177.95 FEET TO THE SOUTHEAST CORNER OF THE NORTH 660.16 FEET OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 25 AS MONUMENTED; THENCE NORTH 89°06'05" WEST ALONG THE MONUMENTED SOUTH BOUNDARY THEREOF, A DISTANCE OF 2388.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE NORTH 09°41'21" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 672.55 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 25 AS MONUMENTED; THENCE SOUTH 89°09'06" EAST ALONG SAID NORTH LINE AS MONUMENTED, A DISTANCE OF 2511.43 FEET TO THE AFOREMENTIONED EAST BOUNDARY OF SAID SECTION 25 AND THE WEST BOUNDARY OF THE AFOREMENTIONED WEST BOUNDARY OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 525.26 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 300.00 FEET OF U.S. GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 250.00 FEET TO THE EAST BOUNDARY OF THE WEST 250.00 FEET OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 00°48'27" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 300.00 FEET TO THE NORTH BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 19; THENCE SOUTH 89°06'36" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 250.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 500.00 FEET OF U.S. GOVERNMENT LOT 4 OF SAID SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 700.00 FEET TO THE NORTH LINE OF THE SOUTH 700.00 FEET OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4; THENCE NORTH 89°06'36" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 500.00 FEET TO THE WEST BOUNDARY OF SAID SECTION 19; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 275.58 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 500.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE 89°08'53" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF THE EAST 200.00 FEET OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 500.00 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE SOUTH 89°08'53" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 200.00 FEET TO THE EAST BOUNDARY OF SAID 24, THE SAME ALSO BEING THE WEST BOUNDARY OF U.S. GOVERNMENT LOT 3 IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 179.89 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTH 330.00 FEET OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 925.20 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 330.00 FEET OF THE WEST 1/2 OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 330.00 FEET TO THE SOUTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 330.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4 IN SAID SECTION 19; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1324.49 FEET TO THE SOUTH BOUNDARY THEREOF, THE SAME ALSO BEING THE NORTH BOUNDARY OF U.S. GOVERNMENT LOT 1 IN THE

AFOREMENTIONED SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID BOUNDARY, A DISTANCE OF 1251.79 FEET TO THE NORTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE SOUTH 00°37'05" WEST ALONG SAID EAST BOUNDARY THEREOF, A DISTANCE OF 1334.47 FEET TO THE SOUTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 89°04'57" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1324.99 TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1907, PAGE 1852 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°39'49" WEST ALONG THE WEST BOUNDARY THEREOF AND THE WEST BOUNDARY OF THOSE CERTAIN LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 880.32 FEET TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 856, PAGE 1260, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 89°02'40" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1643.26 FEET; THENCE NORTH 00°47'05" EAST, A DISTANCE OF 881.29 FEET TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°05'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 855, PAGE 1697, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°47'05" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1279.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 87°38'35" EAST ALONG THE SOUTH BOUNDARY OF SAID LANDS, A DISTANCE OF 989.73 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'51" EAST ALONG THE EAST BOUNDARY OF SAID LANDS, A DISTANCE OF 1303.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°48'01" EAST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 679.98 FEET; THENCE SOUTH 89°04'03" EAST, A DISTANCE OF 668.89 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 00°52'38" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 679.89 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°04'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 667.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°20'35" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1211.92 FEET TO THE WEST RIGHT-OF-WAY OF NUMBER 2 ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 45°22'24" EAST, A DISTANCE OF 1095.45 FEET; THENCE 2.) SOUTH 45°50'46" EAST, A DISTANCE OF 161.55 FEET; THENCE 3.) SOUTH 48°01'02" EAST, A DISTANCE OF 152.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 417.00 FEET; THENCE 4.) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 33°27'24" (CHORD = 240.05 FEET, CHORD BEARING = SOUTH 64°44'44" EAST) FOR A DISTANCE OF 243.50 FEET TO THE POINT OF TANGENCY; THENCE 5.) SOUTH 81°28'26" EAST, A DISTANCE OF 155.64 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF PUMPKIN CENTER ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1080, PAGE 2084; THENCE SOUTH 01°01'19" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 238.61 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29; THENCE NORTH 89°26'20" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1285.10 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°55'35" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.30 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°26'44" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 661.43 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°50'43" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.72 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 89°28'00" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 659.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 577.88 ACRES, MORE OR LESS.

AND

PARCEL TWO:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 31; THENCE SOUTH 89°28'00" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 32, A DISTANCE OF 1319.95 FEET; THENCE CONTINUE SOUTH 89°28'00" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1338.64 FEET; THENCE SOUTH

00°50'07" WEST, A DISTANCE OF 372.44 FEET; THENCE SOUTH 88°46'09" WEST, A DISTANCE OF 1338.25 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 00°38'52" WEST ALONG SAID BOUNDARY, A DISTANCE OF 2255.08 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°36'46" EAST, A DISTANCE OF 1298.73 FEET; THENCE SOUTH 00°34'45" WEST, A DISTANCE OF 166.26 FEET; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 1299.23 FEET; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 165.94 FEET; THENCE NORTH 89°35'41" WEST, A DISTANCE OF 1324.19 FEET TO THE WEST BOUNDARY OF SAID SECTION 32 AND THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 31; THENCE NORTH 00°44'14" EAST ALONG SAID BOUNDARY, A DISTANCE OF 331.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89°17'56" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1325.81 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00°43'16" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1329.32 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89°26'12" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1321.28 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°23'30" WEST, A DISTANCE OF 1258.12 FEET TO THE WEST BOUNDARY OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 3; THENCE NORTH 00°42'17" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1334.65 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 324.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 89°17'20" WEST ALONG THE SHORELINE OF TURKEY LAKE, A DISTANCE OF 266.06 FEET; THENCE NORTH 52°25'37" WEST, STILL ALONG SAID SHORELINE, A DISTANCE OF 97.32 FEET; THENCE DEPARTING SAID SHORELINE, NORTH 44°47'59" EAST, A DISTANCE OF 449.77 FEET; THENCE SOUTH 44°37'43" EAST, A DISTANCE OF 43.57 FEET RETURNING TO THE AFORESAID WEST BOUNDARY OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 660.57 FEET TO THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2; THENCE SOUTH 89°14'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1257.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°14'52" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1326.64 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 00°43'11" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1335.16 FEET TO THE NORTH BOUNDARY OF SAID SECTION 31; THENCE SOUTH 89°22'10" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1326.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 349.52 ACRES, MORE OR LESS.

AND

PARCEL THREE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 20 AND 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89°13'55" EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY OF NUMBER 2 ROAD; AND THE POINT OF BEGINNING; THENCE NORTH 00°49'05" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF NUMBER 2 ROAD, A DISTANCE OF 1326.96 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 89°12'36" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 2608.12 FEET TO THE EAST BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°34'05" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 1325.96 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 01°02'37" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 2364.13 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF NUMBER 2 ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 81°28'26" WEST, A DISTANCE OF 187.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 351.00 FEET; THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE/Delta OF 33°27'24" (CHORD = 202.06 FEET, CHORD BEARING = NORTH 64°44'44" WEST) FOR A DISTANCE OF 204.96 FEET TO THE POINT OF TANGENCY; THENCE 3.) NORTH 48°01'02" WEST, A DISTANCE OF 151.20 FEET; THENCE 4.) NORTH 45°50'46" WEST, A DISTANCE OF 160.03 FEET; THENCE 5.) NORTH 45°22'24" WEST, A DISTANCE OF 1026.80 FEET TO THAT CERTAIN ADDITIONAL RIGHT-OF-WAY AS DEDICATED BY THE PLAT OF BELLA LADERA AS RECORDED IN PLAT BOOK 57, PAGE 100 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 45°49'20" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1186.68 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°57'04" EAST, A DISTANCE

OF 518.87 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 20; THENCE NORTH 89°13'55" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 402.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 157.99 ACRES, MORE OR LESS.

AND

PARCEL FOUR:

A PARCEL OF LAND LYING AND BEING A PORTION OF U.S. GOVERNMENT LOT 2 IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF U.S. GOVERNMENT LOT 2 IN SAID SECTION 31; THENCE NORTH 89°14'52" WEST ALONG THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°12'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 44°48'00" WEST, A DISTANCE OF 287.73 FEET, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE; THENCE NORTHWESTERLY ALONG SAID SHORELINE NORTH 47°30'49" WEST, A DISTANCE OF 100.08 FEET, MORE OR LESS TO A POINT WHICH LIES SOUTH 44°48'00" WEST OF THE AFOREMENTIONED POINT OF BEGINNING; THENCE NORTH 44°48'00" EAST, A DISTANCE OF 291.77 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.66 ACRES, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 22, 2021
OWNER: Marsan Real Estate Group, LLC
PETITIONER: Marsan Real Estate Group, LLC
PROJECT: Whispering Hills / Marsan
REQUEST: Annexation, Large Scale Comprehensive Plan Amendment, and PUD
CASE NO.: ANNX-21-118, LSCP-21-119, PUD-21-120

GENERAL LOCATION: East of US Highway 27, north of Dewey Robbins Road and south of County Road 48.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition, Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural, Lake County Urban Low Density, Lake County Rural Transition, City of Leesburg Estate Residential, City of Leesburg Institutional

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), Lake County CFD (Community Facility District), Lake County PUD (Planned Unit Development), City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture), Lake County RP (Residential Professional)
East – Lake County A (Agriculture), Lake County R-1 (Rural Residential)
West – Lake County A (Agriculture), Lake County RMRP (Mobile Home Rental Park District), City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Lake County Rural Transition, Lake County Rural

SURROUNDING EXISTING LAND USE:

North – Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural, Lake County Urban Low Density, Lake County Rural Transition, City of Leesburg Estate Residential, City of Leesburg Institutional

PROPOSED LAND USE: Commercial and residential development

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: July 1, 2021
OWNER: Marsan Real Estate Group, LLC
PETITIONER: Tara Tedrow, Esquire, Lowndes Law and Econ South, LLC
PROJECT: Whispering Hills
REQUEST: Large Scale Comprehensive Plan Amendment
CASE NO.: LSCP-21-119

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/18/21

FIRE

No comment from Fire Department. Amanda Stevenson 6/7/21

ELECTRIC

This is outside of our service territory. Steve Davis 7/6/21

GAS

GIS Response: "No Comment" Tammy Magamoll 7/1/21

GIS

No comments received as of 6/18/21

BUILDING

No comments received as of 6/18/21

PUBLIC WORKS

Public Works has no issues with this request! Clifford Kelsey 6/8/21

ADDRESSING

No comments received as of 6/18/21

ECONOMIC DEVELOPMENT

No comments received as of 6/18/21

LAKE COUNTY PUBLIC WORKS

Please see attached letter.

LAKE COUNTY SCHOOLS

Please see attached letter.

PUBLIC RESPONSES

Approval

3 approvals

Disapproval

32 disapprovals 25 with comments

No comment

Notice of Appearance filed: 9

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Alyce L. Bullock – No changes should be allowed in this area to this new community. Single family houses only. Too much additional traffic strains our existing communities already. Just maybe you should get off your chairs and actually look at the destruction to the existing trees and our way of life.

James Billman – We already have too much traffic on RT 27 for one. Two we do not want the City of Leesburg to rezone the properties from Ag use to PUD due to overcrowding.

Lauren Mofied – We do not need any more apartments, business or townhomes. When buying my home, I liked how it was quiet and somewhat secluded. I do not want anymore buildings around me. We will be causing a major imbalance between supply & demand by overpopulating.

Debra A Shea – I voted no because we live at the Palms Mobil Home Estates and we already have a hard time getting out of Hwy 27 because of traffic also the school can't handle more kids. It's already dangerous for our children on the bus which stops on Hwy 27. I have been complaining about this for some time. The bus shouldn't have to stop on a Hwy 27 to pick up children we have begged the City to put in a cut off so the bus can get off the Hwy 27 to pick up our kids. The bus was rear-ended a couple years ago. Luckily our children weren't hurt. We are County and not interested in living in the City limits.

Mary M Calkins – Our roads are already overcrowded. There are not enough stores. Doctors restaurants already. Rt 27 is horrible to drive on the speeders are out of control.

Kim Dobyns – I want to know what they plan on doing with all the stormwater run-off caused by the impervious surfaces caused by this development (i.e. rooftops, roads, driveways, sidewalks, etc.) There are a lot of wetlands in around the "subject property" that are low lying in relation to all of the hills. The run-off has to go somewhere. Has the FDEP, USACE, DEP, or the STRWMD been informed & do they approve?

Virginia Warburton – This will make a serious demand for water and more cars on our roads which will need to be further maintained.

Wendy Sikes – We need to preserve a rural community. There are City options for those that want to live in town. A farming/rural way of life needs to be preserved. There should be options for everyone.

Chastin Sikes – The proposed project is incompatible with the surrounding communities. There are plenty of other tracts of land adjacent to similar developments with the City of Leesburg.

Ben Sikes – I believe the area in question should only be developed per County specs. 5 acres minimum.

Chandon Sikes – The area in which the community is proposed to be is not conducive to the already existing community. The sudden increase in population will drastically hinder the live our quiet lives in a rural area we chose to live.

Karen R Thomas – I moved to an agriculture area in 1994. I had 18 acres with a pond. After the Legacy Development was built my pond area began flooding. U had to close off the road area for my horses. My well started pumping sand. I've spent over \$14,000.00 to get clean water & I still can't drink my water. This new development will only ruin the environment further. Mr. Marsan has trespassed on my property. His employees continue to come on my property. He has hired surveyors to survey my property on at least two occasions. Hus employees have called telling me their need to dig up my pasture to run lines. I told them again to stay off my land. They took advantage of our neighbor who recently lost her husband. It appears Mr. Marsan believes he can do what he wants & that laws don't apply to him. The roads are not designed to handle this type of traffic.

Ellen K. Batchelor – This type of development doesn't fit the existing area of Rural/Agriculture where all of the surrounding areas are 1 dwelling per 5 acres and is inconsistent with the 2030 Future Land Use Plan for Lake County, and the rural lifestyle that this community lives in.

Patricia Rosalind Brown – Too many units on Marsan's site concerned about all the water canals causing sink holes. We had a big sink hole under a house.

Paul R. Denzler – During the 29 years that we have live here, full-time, we have seen this area 99% flooded on at least 2 occasions. Has the St. John's Water Management been consulted/approved this development? Will this development cause any flooding/backup of water affecting our property since the above flooding on both occasions caused a backup on to our common area?

Jacqueline & Daniel Mizak – see letter attached

Roger & Jerome Niere – Definitely not approving this planning and zoning of the area mentioned. As a homeowner we paid a premium for our property to have privacy and this was the reason we chose to live in this spot of the development. Who knows what is meant by "Mixed use." Pretty sure a lot of things. This area was supposed to be a "Nature Preserve"

Pam Roustio – This project is not consistent with the existing land use, which is zoned agricultural and generally one unit on 5 or more acres. It does NOT comply with objective outlined in the Leesburg Growth Management Plan. "Policy 1.6.1: Inconsistencies. Proposed land use amendments which are inconsistent with the character of the community or inconsistent with adjacent future land uses shall NOT BE APPROVED by the city." This project is proposed inside the Yalaha – Lake Apopka RPA this should be respected and valued as intended. This project has only one small area that fingers out to U.S. 27, the majority is off the major roadway.

Jack D. Allums & Marsha L. Allums – We are dismayed to think of these areas of beautiful country living & safe animal habitats to be overrun with traffic & multitudes of homes. Please protect this county land.

Linda G. Reiher – I disapprove of the project for the following reasons! Project is too large if developer goes bankrupt or has financial difficulties, project will be scrapped and properly left in unfinished state. Too much traffic will be generated. US 27 can't handle this traffic volume. Will ruin the most beautiful rural area of the county. We could have lived in the Villages, but chose this location due to rural nature of the

area. This will be forever lost.

Christian Hutchcroft – This land is covered by current Rural Protection Act. Stop trying to annex land into Leesburg to circumvent these protections. Say no to urban sprawl. Stop destroying ecosystems, water, tables, wildlife, and our quality of life.

Kisha Hutchcroft – The annexation of rural land in lake county, Howey-In-The-Hills destroys the rural society, plans & dreams of those who spent their lives striving for a slower priced life. This disease called “urban sprawl” also destroys the ecosystem & leaves no room for true economic diversity by forcing the population into a one-size fits all cookie cutter. I disapprove 100%.

Rosemarie Mastrosimone – The traffic and road conditions in and around CR 48 and the South end of 27 (in Leesburg) are terrible. There are also not enough schools for this area of Lake Co. to support such a large increase in homes.

Phillip Petta – There is way too much development on Hwy 27. The Hwy is far too busy now to be able to handle more development.

Joyce Graham – See attached

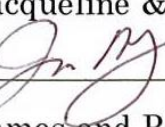
To whom it may concern,

Listed below are our reasons for disapproval of the proposed Whispering Hills development:

- 1) Continued urban sprawl into the little remaining rural areas in Lake County.
- 2) Severe increase in traffic to Number 2 Rd, Turkey Lake Road and CR 48.
- 3) Safety concerns for driving past Semi trucks and other large vehicles that would be required to drive on Number 2 Rd to build a development of such size. Currently, normal sized vehicles are forced to pull off the side of the road to accommodate passing larger vehicles due to the small width of the road.
- 4) Turkey Lake Rd being used as a major "cut through" road between Number 2 Rd and Dewey Robbins for ease of access to SR 27 and SR 19.
- 5) Construction to widen above roads that will be needed to accommodate the developing the proposed neighborhood and residents, creating more traffic issues.
- 6) Inevitable runoff and pollution to our surrounding bodies of water (small lakes and ponds) and water table from construction and habitation of such a large number of residences.
- 7) Displacement of wildlife creating significant issues to our local ecosystem.
- 8) Displacement of wildlife creating issues with over crowding onto surrounding rural properties.
- 9) Overall decimation to our current rural lifestyle.
- 10) Degrading our quality of life due to constant noise from construction.
- 11) Devaluation to our property and home.

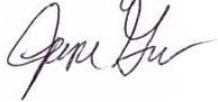
X  7/13/21

Jacqueline & Daniel Mizak – 7200 Turkey Acres Ln, Howey in the Hills, FL 34737

X 

James and Pamela Mizak – 7204 Turkey Acres Ln, Howey in the Hills, FL 34737

My family has lived in rural Howey-in-the-Hills since 1989 (32 years). We moved from Orlando to escape the crowded stressful life of the city and fell in love with the small-town charm, laid-back atmosphere, and natural beauty of Lake County. Most of you grew up in Leesburg, raised families, and are personally vested in this county. Do you really want to ruin our country life just to line the pockets of out-of-town builders and to view more rooftops? Rural life enhances the very beauty of our way of life and does not add stress or financial burden to our roads, schools, and hospitals. If you love your little piece of heaven, then you will support preserving our rural areas - THE VERY THING THAT MAKES LIVING HERE SO SPECIAL!

Sincerely,




CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: July 22, 2021
OWNER: Marsan Real Estate Group, LLC
PETITIONER: Marsan Real Estate Group, LLC; Lowndes Law & Econ South, LLC
PROJECT: Whispering Hills
REQUEST: Large Scale Comprehensive Plan Map Amendment
CASE NO.: LSCP 21-119

THE PLANNING & ZONING DIVISION RECOMMENDS:

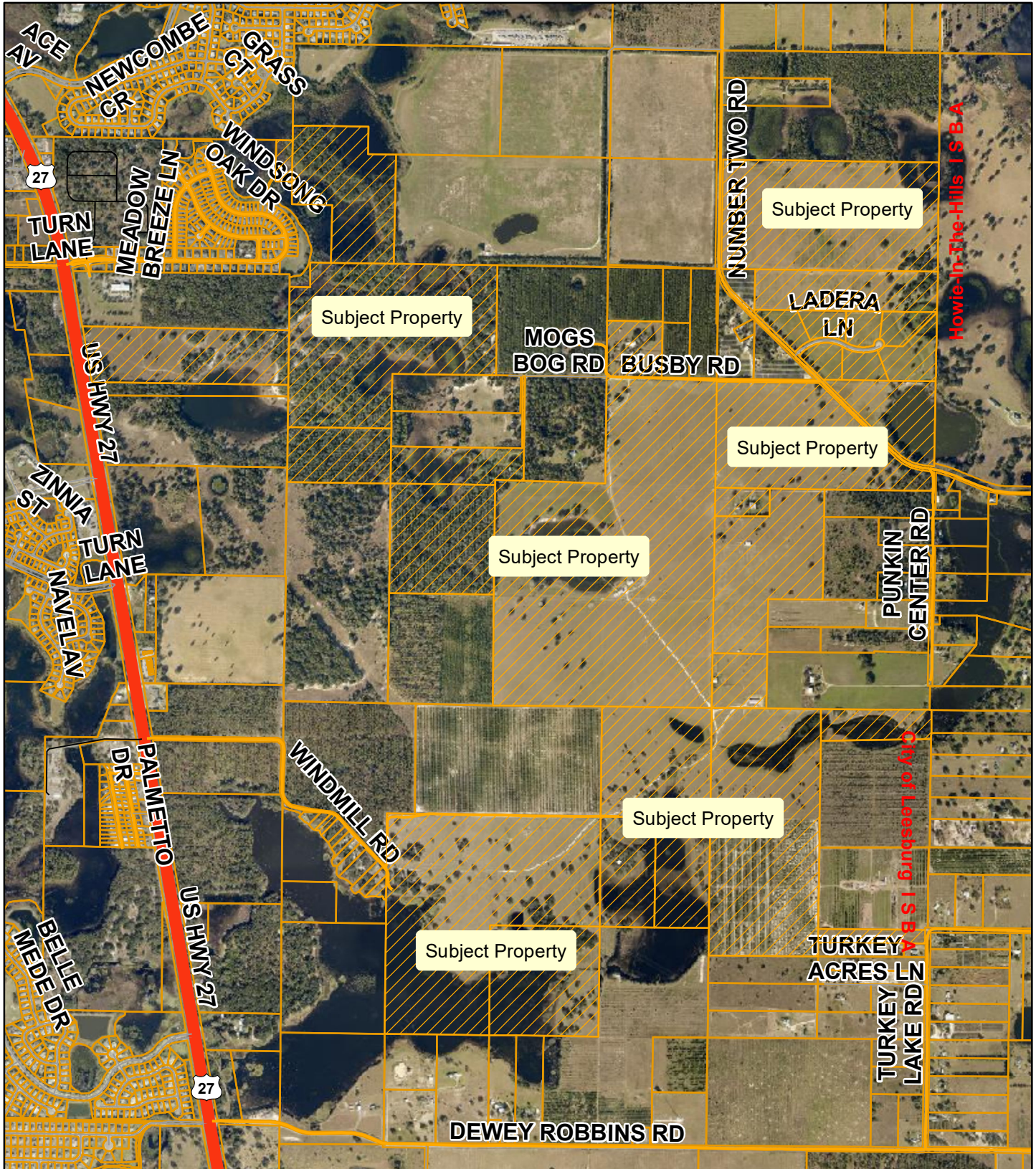
APPROVAL of the request for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use designation of City of Leesburg Neighborhood Mixed Use is compatible with adjacent properties that have Future Land Use designations which include City of Leesburg Estate Residential and Institutional and with property in Lake County having Future Land Use designations of Rural and Rural Transition.
3. The proposed Zoning classification of PUD (Planned Unit Development) is compatible as conditioned with adjacent properties in the City of Leesburg that are zoned PUD (Planned Unit Development) and Lake County zoning of CFD (Community Facility District), RMRP (Mobile Home Rental Park District), RP (Residential Professional), A (Agriculture) and R-1 (Rural Residential).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

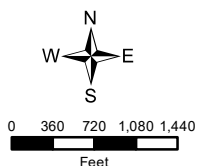
Action Requested:

1. Vote to approve the Large-Scale Comprehensive Plan Map Amendment designation from Lake County Rural and Rural Transition to City of Leesburg Neighborhood Mixed use and forward this recommendation to the City Commission for consideration.

Aerial



**Planning
& Zoning
Division**

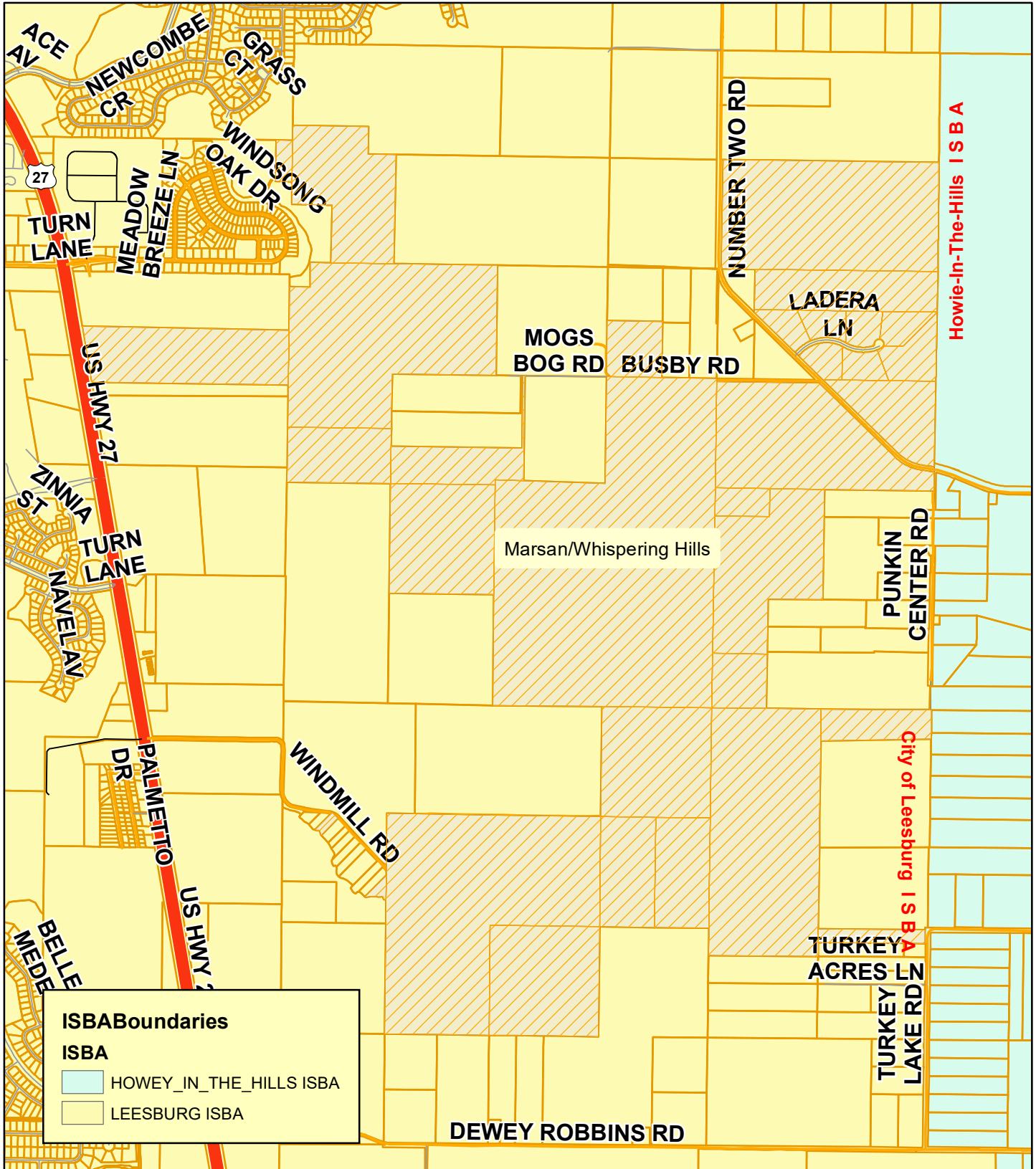


Whispering Hills LSCP-21119, PUD-21-120

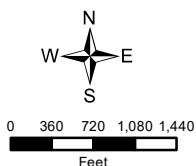
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

ISBA

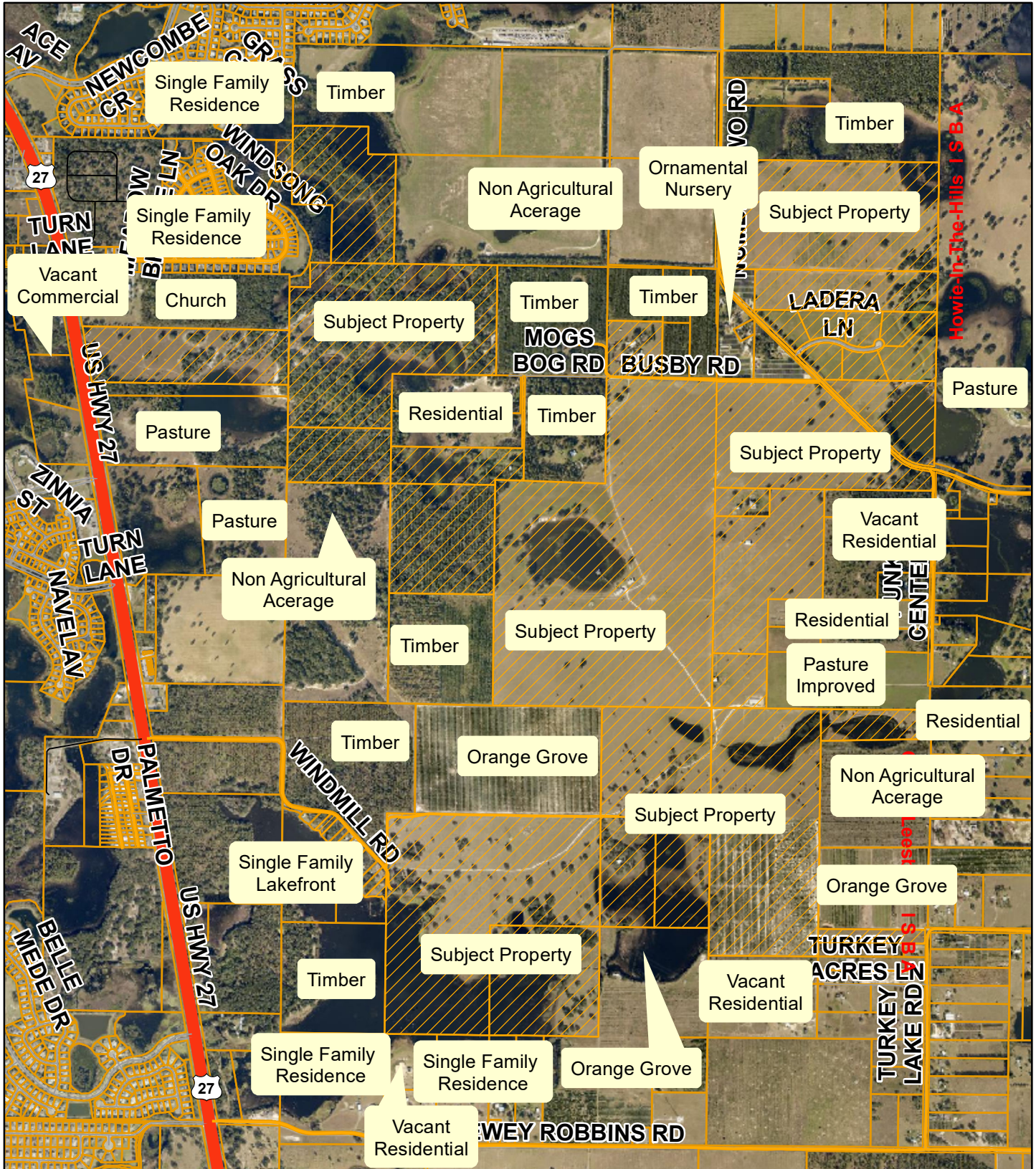


**Planning
& Zoning
Division**

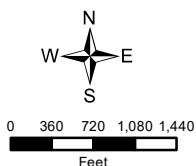


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 Sections 24; 25 Township 20 South, Range 24 East and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
 April 26, 2021

Surrounding Land Uses



**Planning
& Zoning
Division**

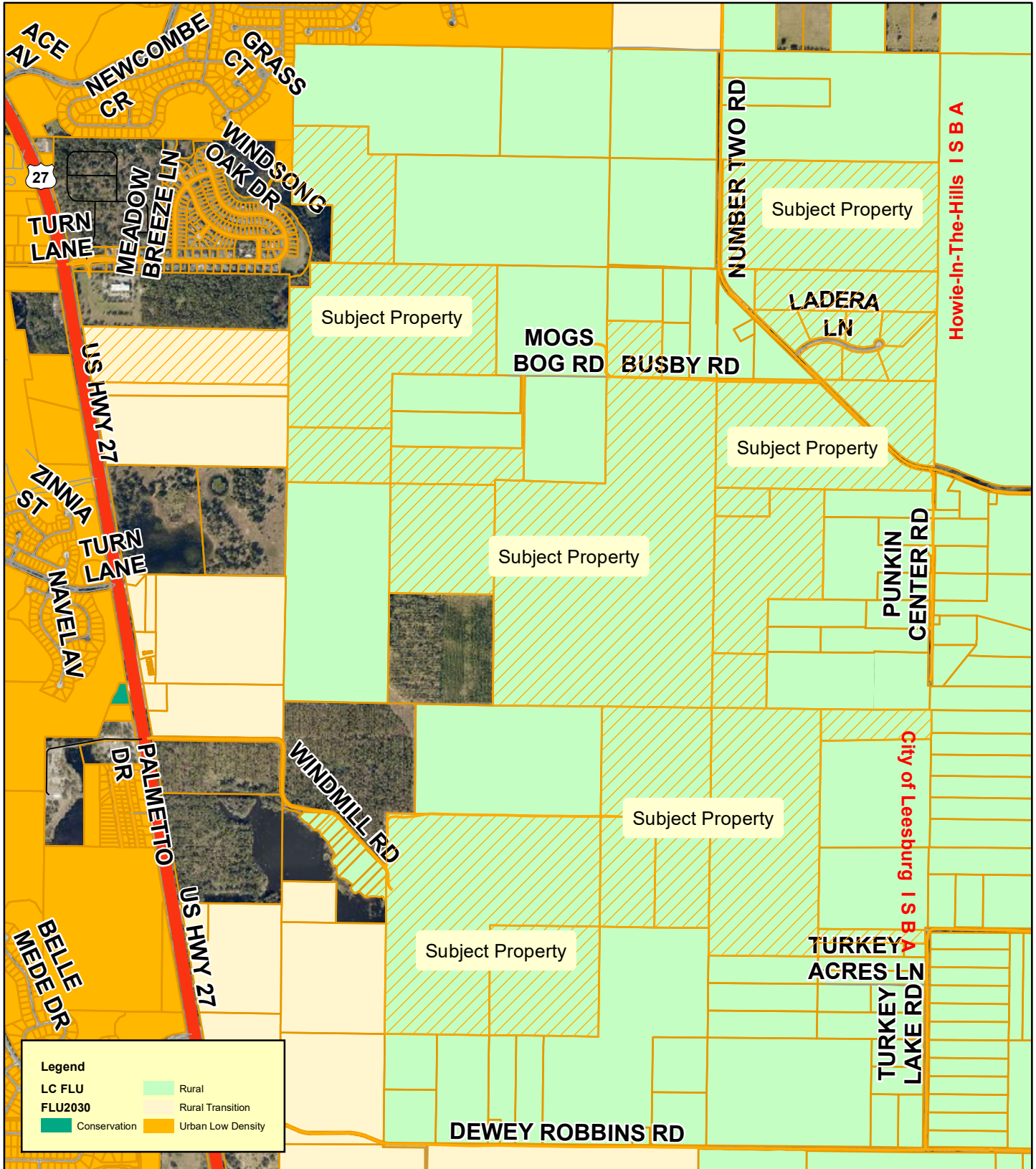


Whispering Hills LSCP-21119, PUD-21-120

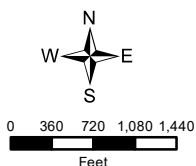
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Sections 24; 25 Township 20 South, Range 24 East and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Lake County Future Land Use



**Planning
& Zoning
Division**

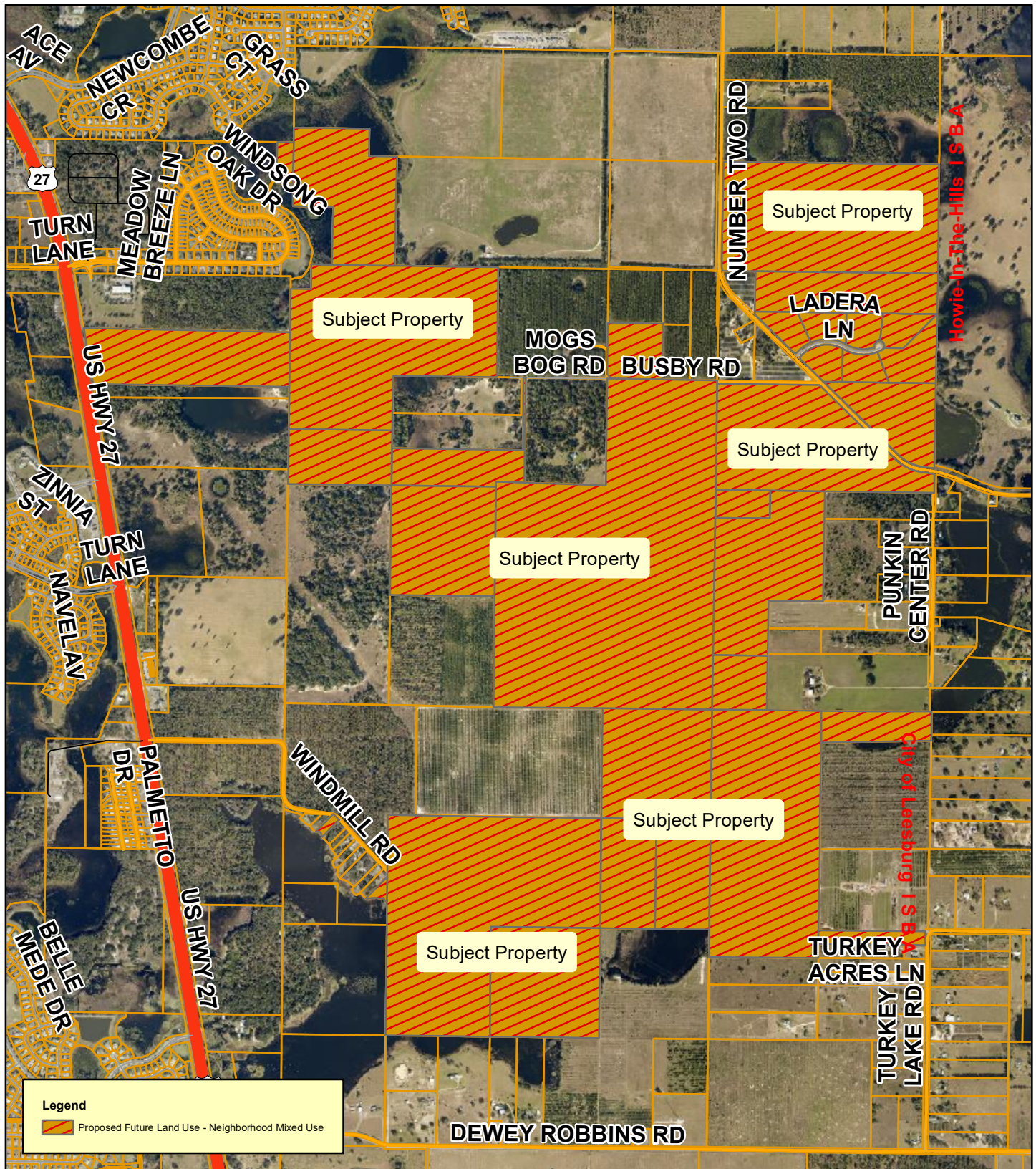


Whispering Hills LSCP-21119, PUD-21-120

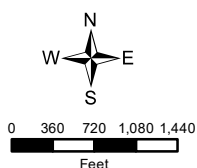
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Proposed Future Land Use



**Planning
& Zoning
Division**

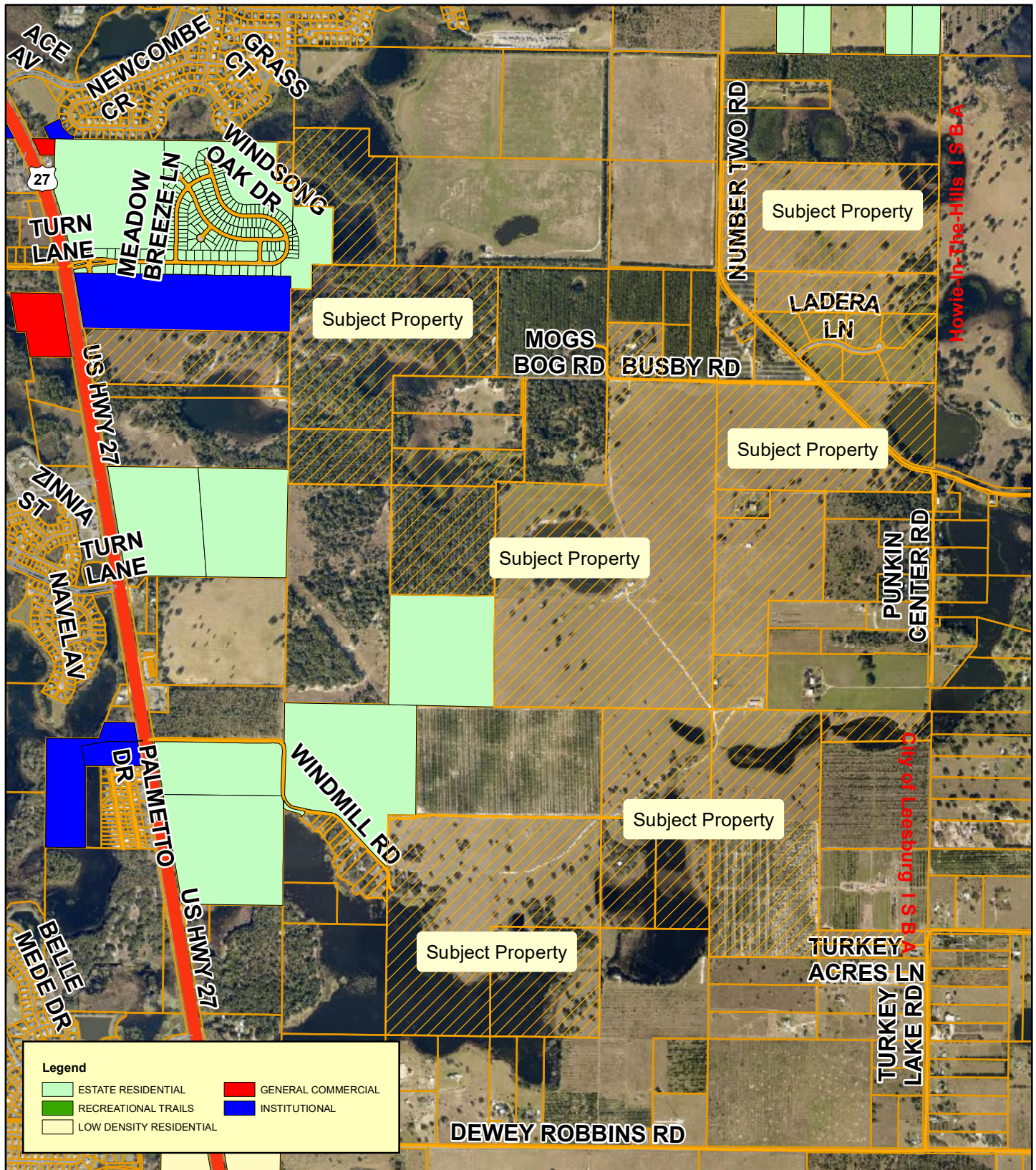


Whispering Hills LSCP-21119, PUD-21-120

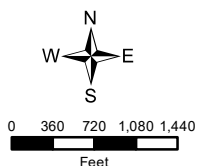
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June 30, 2021

Future Land Use



**Planning
& Zoning
Division**

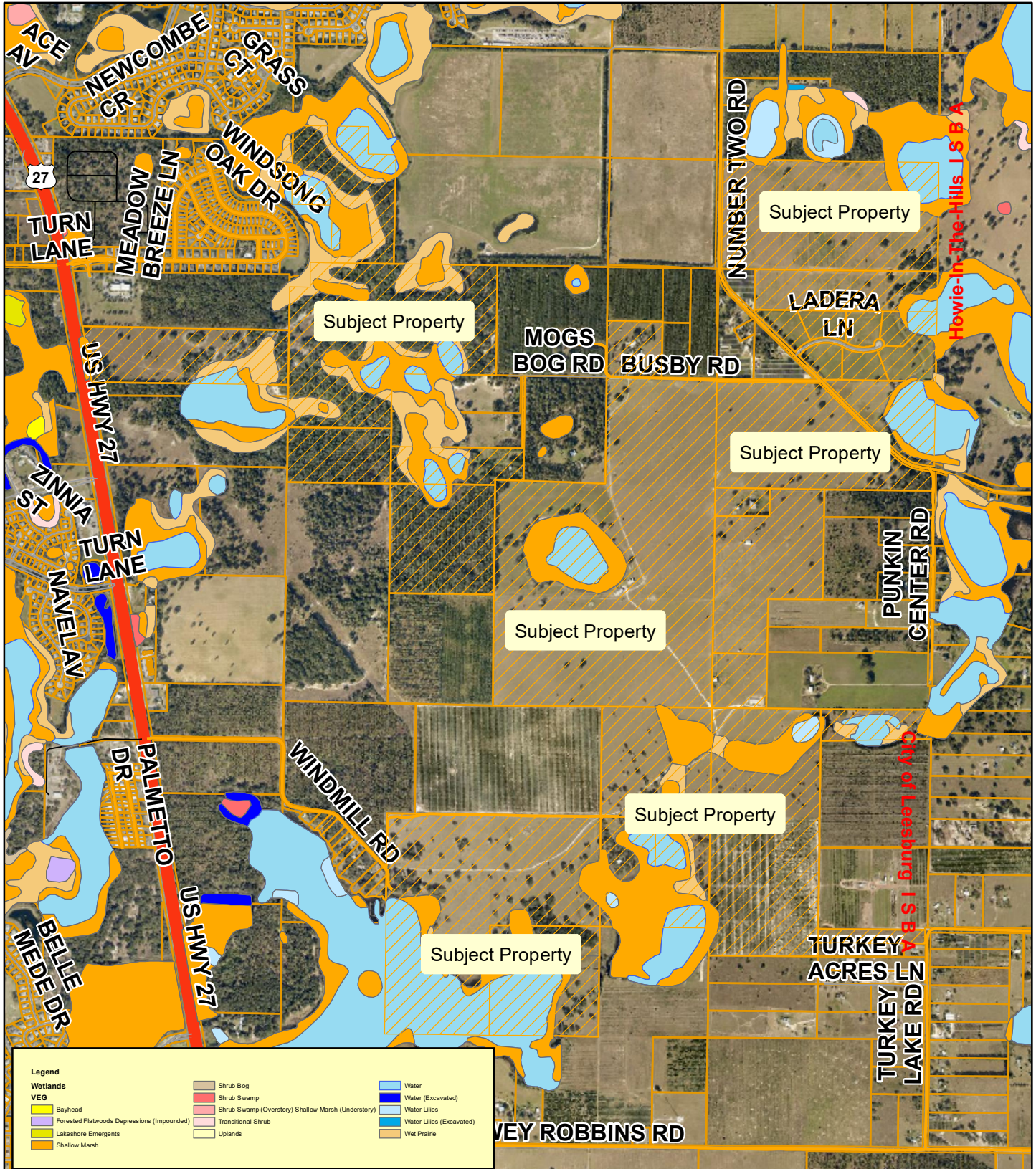


Whispering Hills LSCP-21119, PUD-21-120

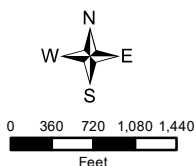
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Sections 24; 25 Township 20 South, Range 24 East and
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June 30, 2021

Wetlands



**Planning
& Zoning
Division**

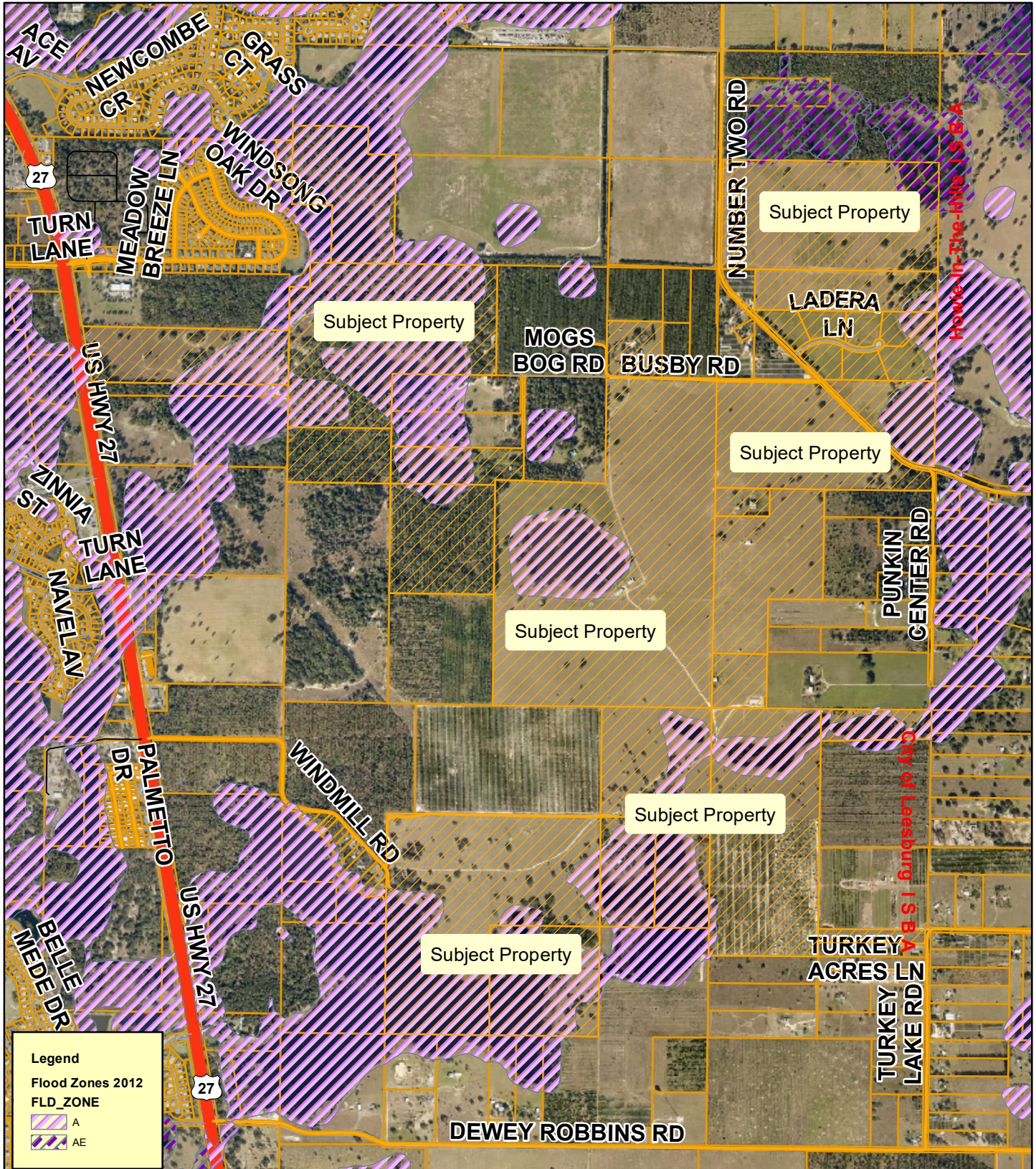


Whispering Hills LSCP-21119, PUD-21-120

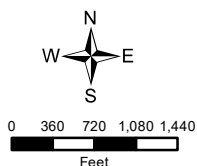
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Flood Zone



**Planning
& Zoning
Division**



Whispering Hills LSCP-21119, PUD-21-120

AKs: 1030111, 1030188, 1030234, 1030242, 1030315, 1036178, 1064848, 1209340, 1209412, 1209455, 1209498, 1209510, 1704146, 1780284, 1780659, 2865971, 3638000, 3766407, 3848919, 3848920, 3848921, 3848922, 3848923, 3848924, 3848925, 1704111, 1701252, 1704154, 1701287, 2788488, 1030196, 1030200, 3870986.

Sections 24; 25 Township 20 South, Range 24 East and
 Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
 June 30, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: September 13, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 1,088 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for mixed use development for a property generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, as legally described in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Whispering Hills/ Marsan)

Staff Recommendation:

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

Analysis:

The project site is approximately 1,088 +/- acres, and is generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48 as shown on the attached maps. The proposal will allow for commercial and residential development. The existing land uses surrounding the property are timber, ornamental nursery, non-agricultural acreage, single family residences, orange grove, vacant residential, pasture, and a church. City of Leesburg utilities are available nearby.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Such other action as the Commission may deem appropriate.

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 1,088 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27, NORTH OF DEWEY ROBBINS ROAD, AND SOUTH OF COUNTY ROAD 48, AS LEGALLY DESCRIBED IN SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; AND SECTIONS 20, 29, 30, 31, 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WHISPERING HILLS/ MARSAN)

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

Section 1.

Based upon the petition of Marsan Real Estate Group, (Tara Tedrow with Lowndes Law & Econ South, LLC, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from **Lake County A (Agriculture)** to **City of Leesburg PUD (Planned Unit Development)**, to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

WHISPERING HILLS/MARSAN/JOURNEY CIRCLE M RANCH
PUD (Planned Unit Development) Conditions
City of Leesburg, Florida
July 22, 2021

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 **Marsan Real Estate Group, LLC, 4407 Vineland Road, , D11, Orlando, Florida 32811, as "Permittee" (Lowndes Law & Econ South, LLC, Tara Tedrow, 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 mixed-use development consisting of a maximum of 2,942 total residential units on a total of approximately 1,088 acres, with approximately 44 acres of town center, commercial, hotel, plus medical and office uses consisting of approximately 451,000 square feet. The property is generally located on the east side of U.S. Highway 27, north and south of Number Two Road, and west of Punkin Center Road, on a site proposed for annexation within the City of Leesburg, in accordance with their PUD application and supplemental information. This document is effective for property within the City of Leesburg ISBA (Interlocal Service Boundary Agreement), and neither contemplates nor controls any area of this project outside the boundaries thereof.

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 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. In the event of any conflict between the conditions of this document and the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Marsan Real Estate Group, LLC, 4407 Vineland Road, D11, Orlando, Florida 32811, as "Permittee" (Lowndes Law & Econ South, LLC, Tara Tedrow, 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 USES

The above-described property shall be used for mixed use development, including platted attached and detached single-family residential development, multifamily units, commercial, hotel, medical and office uses, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

- 1) Detached single family residential units
- 2) Attached single family units (Townhouses)
- 3) Multi-family units (4 + units)
- 4) Retail shops
- 5) Banking and investment services
- 6) Restaurants/Diners/Bakeries
- 7) Liquor/package stores
- 8) Indoor recreational/entertainment/art gallery uses
- 9) Medical/dental offices and services
- 10) Personal services
- 11) Music/dance/gymnasium uses
- 12) Community Centers
- 13) Churches/houses of worship
- 14) Hotels
- 15) General office uses
- 16) Government offices and uses
- 17) Educational facilities
- 18) Day care
- 19) ACLF/Assisted living/nursing homes
- 20) RV/Boat Storage
- 21) Accessory residential and commercial structures
- 22) Sales office in a single-family unit
- 23) Recreational Uses (Pool/ Clubhouses/ Golf/Equestrian center/ etc.)
- 24) Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
- 25) Temporary modular sales center office (during construction and sales of new units) and construction offices, 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.
- 26) Interim agricultural uses as noted above, to include timber, citrus, cattle, horses, hay and sod production. These uses shall be allowed to continue until such time as the nearest pod has achieved either 50% build out of the square footage for commercial uses or 50% of the total residential units are constructed for the nearest residential pod. Should any disagreement over use arise, City Staff may consult Lake County Agriculture zoning district regulations.

- B. Prohibited Uses
- 1) Industrial Uses
 - 2) Bars/Lounges/Clubs
 - 3) Tattoo Parlors
 - 4) Check Cashing Stores
 - 5) Adult Uses.
 - 6) All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- C. Other Related Uses.
- 1) Other related uses may be included by written determination of the Planning & Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these PUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

Figure 1 – Land Areas by General Use (total project)

<i>LAND AREAS</i>		
<i>DESCRIPTION</i>	<i>ACRES ±</i>	<i>%</i>
<i>COMMERCIAL</i>	<i>43.87</i>	<i>4.0%</i>
<i>RESIDENTIAL</i>	<i>623.27</i>	<i>57.4%</i>
<i>NET DEVELOPABLE</i>	<i>667.14</i>	<i>61.4%</i>
<i>WETLAND</i>	<i>203.69</i>	<i>18.8%</i>
<i>OPEN SPACE / RECREATION / RETENTION</i>	<i>215.22</i>	<i>19.8%</i>
<i>TOTAL LAND AREA</i>	<i>1086.05</i>	<i>100.0%</i>

Figure 2 – Commercial Tract Summary by Use & Acreage

<i>COMMERCIAL TRACT SUMMARY</i>			
<i>TRACT</i>	<i>FLOOR AREA (SQ. FT.)</i>	<i>DESCRIPTION</i>	<i>ACRES ±</i>
<i>1</i>	<i>120,000</i>	<i>COMMERCIAL</i>	<i>11.23</i>
<i>2</i>	<i>120,000</i>	<i>MEDICAL / OFFICE</i>	<i>10.17</i>
<i>3</i>	<i>20,000</i>	<i>MEDICAL / OFFICE</i>	<i>1.89</i>
<i>5</i>	<i>10,000</i>	<i>PRO-SHOP / CLUBHOUSE</i>	<i>2.52</i>
<i>6</i>	<i>81,000</i>	<i>HOTEL SITE</i>	<i>7.30</i>
<i>7</i>	<i>20,000</i>	<i>COMMERCIAL / OFFICE</i>	<i>3.25</i>
<i>9</i>	<i>80,000</i>	<i>TOWN CENTER / COMMERCIAL</i>	<i>7.51</i>
<i>TOTAL</i>	<i>451,000</i>		<i>43.87</i>

Figure 3 – Residential Unit Summary, by Type

RESIDENTIAL UNIT SUMMARY	
SINGLE FAMILY LOTS	2302
MULTI FAMILY UNITS	640
TOTAL RESIDENTIAL UNITS	2942

Figure 3 – Residential Tract Summary, Acreage & Units Proposed

RESIDENTIAL TRACT SUMMARY				
TRACT	SINGLE FAMILY LOTS	LOT SIZE	MULTI FAMILY UNITS / ALF	ACRES ±
A	41	70' x 135'		17.79
B	94	50' x 120'		24.77
C	211	50' x 120'		48.80
D	150	50' x 120'		33.97
E	215	50' x 120'		53.58
F	79	70' x 140'		32.88
G	137	50' x 120'		20.86
H	135	50' x 120'		38.61
I	71	50' x 120'		20.86
J	153	50' x 120'		37.38
K	303	50' x 120'		74.75
L	225	50' x 120'		58.70
M	488	50' x 120'		114.66
4			250 (ALF)	15.75
8			160 (MF)	13.14
10			60 (MF)	5.21
11			170 (MF)	11.56
TOTAL	2302		640	623.27

4. DEVELOPMENT STANDARDS - RESIDENTIAL

- A. The project shall consist of mixed uses on a total of 1,088+/- acres, containing a maximum of 2,942 family residential units, at a gross density not to exceed 2.7 units per acre, along with a maximum of 451,000 square feet of commercial, medical and office uses as specified in this agreement, which shall be located on approximately 44 acres of land within the total acreage of the project, 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 for each tract as shown below.
- 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. Lots shall consist of 50- and 70-foot widths, as noted below.

1) For 50 x 120-foot lots:

- a) Minimum house size: 1,700 square feet, excluding the garage.
- 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 6,000 square feet.
- d) Minimum width 50 feet
- e) Minimum depth 120 feet
- f) Minimum building setbacks:
 - Front – 20 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

2) For 70 x 135 and (70 x 140-foot lots):

- a) Minimum house size: 1,800 square feet, excluding the garage
- 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 9450/(9800) square feet.
- d) Minimum width 70 feet
- e) Minimum depth 135/(140) feet
- f) Minimum building setbacks:
 - Front – 20 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

3) For all structures:

- a) Each residential structure shall have a minimum two car garage.
- b) Minimum distance between structures shall be 10 feet; measured from building wall to building wall, and the combined roof overhang of two adjacent structures shall not exceed forty (40) percent of the distance between the building wall and the property line.
- 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. **DEVELOPMENT STANDARDS, COMMERCIAL**

- A. General - The project shall contain a maximum of 451,000 square feet of commercial, medical, hotel and office uses on approximately 44 acres of land within the project, as shown on **Exhibit C, Conceptual Development Plan**.
- B. Commercial Development Standards - Commercial Development Standards shall follow the C-3 (Highway Commercial) development standards except as amended herein.
- C. Impervious surface coverage for commercial, government/ institutional areas within this site shall not exceed eighty (80) percent of the gross site area.
- D. A minimum of twenty (20) percent of the site within the commercial, government/institutional areas shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- E. Maximum Building Height: shall be three (3) stories and 45 feet for commercial.
- F. Spatial requirements set forth herein for structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

6. **DESIGN/ARCHITECTURAL STANDARDS - RESIDENTIAL**

- 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, provided there are 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. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

7. DESIGN ARCHITECTURAL STANDARDS - NON RESIDENTIAL

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

8. PARKING

- A. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. Nonresidential development shall include the required number of handicapped parking spaces.
- B. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

9. LANDSCAPING AND BUFFERS, GENERAL & RESIDENTIAL

- A. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and

new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (**Exhibit C**) and City of Leesburg landscape code requirements.

- B. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- C. In all areas directly adjacent (sharing a common boundary) to property not within the municipal boundaries of the City of Leesburg, the following shall be provided.
 - 1. A minimum fifty (50) foot wide buffer tract with plantings as shown in Figures A and B below, shall be provided on the property line of all areas which share a common border with property in unincorporated Lake County, and are currently zoned for agriculture or residential uses. This buffer shall be located along the entire exterior boundary of the property adjacent to unincorporated lands, unless otherwise provided for within these standards. In addition to this buffer, one of the following options shall be designated for each phase: 1) a four-foot split rail fence, or 2) a six-foot solid fence shall be provided along the property line. If the solid fence option is chosen, said fence shall be constructed of PVC or other synthetic material which allows for an opaque barrier.

Phase	Fence Location
A	South and West property line
B	South and West property line
C	South and West property line
D	East property line
E	East and south
F	South property line
G	North property line
H	West property line
I	North and East property line
J	West and North (along Windmill Road)
K	North along Windmill Rd, West boundary, and East boundary south of Powerline.
L	East and South, plus along both sides of Punkin Center Road if access is permitted by Lake County.
M	North property line
N	Complete fencing all sides (Equestrian area)

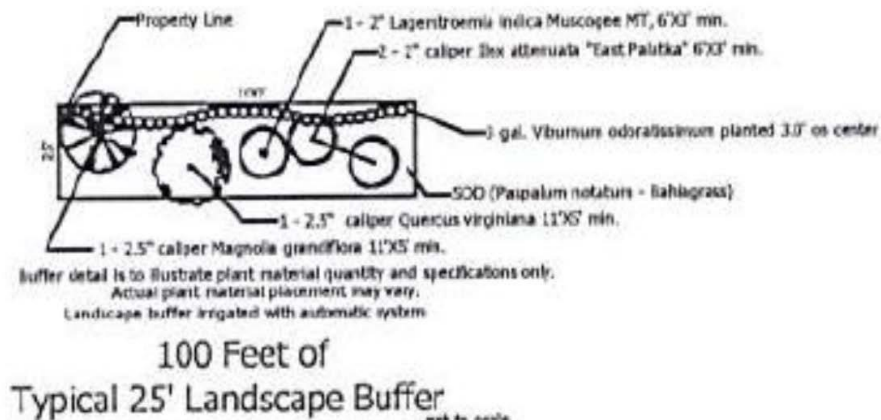
- D. In areas of the project which are primarily used as and platted for recreational or open space uses, no specific buffer shall be required.
- E. All buffers along the exterior property lines shall be distinct and separate from the residential and commercial lots and properties, and shall be platted as buffers which are owned and maintained by a property owners or homeowners association.

- F. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- H. In addition to the requirements herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below:

Figure A

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

Figure B



- I. Variations to the landscape requirements of the code may be approved by the Community Development Director 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.
- J. 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) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor

10. LANDSCAPE AND BUFFERS – NON-RESIDENTIAL

- A. Wall buffers – Section 25-329(c) City of Leesburg Code of Ordinances, requires solid brick or stucco type walls as a visual buffer and separation in all areas where commercial development is directly adjacent to less intense development. Said walls shall be constructed as noted in the above referenced section. Pursuant to the above referenced code, the following requirements shall apply:

<u>Phase</u>	<u>Location</u>	<u>Buffer Type</u>
1	North property line	6-foot wall
2	South property line	6-foot wall
3	South property line	6-foot wall
4	#4 not shown on plan	
5	N/A	
6	East property line	6-foot wall
7	North property line	6-foot wall
8	North property line	6-foot wall (adjacent to POD I)
9	N/A	
10	N/A	
11	North and west property line	6-foot wall

B. Building Landscaping

- 1) All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around each building perimeter area facing the entrance and sides. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public. Rear side of each building shall be exempt from landscaping where the rear of the building is not visible to the general public using the building.

C. Parking Lot, Sign and Landscaping

- 1) All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles.
- 2) Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

- 3) Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Open Space

- 1) A minimum of thirty-five (35) percent of the property shall be open space. Retention areas, buffers, plus recreation and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.

E. Variations to Landscape Requirements

- 1) Variations to these landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.
- 2) Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for “Florida Friendly Landscaping” will also be acceptable.

11. SITE ACCESS AND IMPROVEMENTS

- A. As recommended by the Lake County Public Works Department, the conditions and requirements shown in Attachment LCPW-1, a letter dated July 16, 2021, from Lake County Public Works to City of Leesburg Planning & Zoning: “RE PROJECT” Whispering Hills/Planned Unit Development – Mix Used Planned Use Development CASE NO.: PUD 21-120 are hereby noted and established as full conditions of this PUD agreement, and shall be executed as a part of any future development on the subject property.
- B. The above noted letter describes subjects, conditions and requirements requested by Lake County Public Works for development conditions to help mitigate roadway, development connectivity, signalization, access points, traffic, stormwater management, road design, flood study and future development reviews for the subject property.
- C. In addition, this letter is subject to amendment by Lake County Public Works for the purpose of allowing for appropriate development standards, based on field conditions such as seen on the property. This condition shall not extend, nor shall it be construed to significantly expand requirements, but to allow for revisions that are needed based on field conditions as determined by Lake County and the City of Leesburg.
- D. The main vehicular access to the project site shall be located at U.S. Highway 27 on the western side of the overall development. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at 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.
 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, signalization, 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 Department.
2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Public Works Department 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.
- E. 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.
- F. Boulevard requirements: Main access to the property from U. S. Highway 27 shall be a boulevard type (divided roadway with landscaped median) and shall continue to a central point containing a round-about design, which then divides into two additional boulevard roadways. All phases of the proposed development with the exception of the properties represented under areas K, M and N under the Whispering Hills Master Development Plan, (Exhibit C) shall have a direct opening onto this boulevard roadway.
- G. All access points within the development and all access points to roadways outside the development shall be subject to the City of Leesburg, Florida Department of Transportation and Lake County permitting and review processes.

12. TRANSPORTATION IMPROVEMENTS

- A. As recommended by the Lake County Public Works Department, the conditions and requirements shown in Attachment LCPW-1, a letter dated July 16, 2021, from Lake County Public Works to City of Leesburg Planning & Zoning: “RE PROJECT” Whispering Hills/Planned Unit Development – Mix Used Planned Use Development CASE NO.: PUD 21-120 are hereby noted and established as full conditions of this PUD agreement, and shall be executed as a part of any future development on the subject property. (see Site Access and Improvements above).
- B. 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 sidewalks, recreation paths, etc.
- C. 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.

- D. 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.
- E. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- F. 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.
- G. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the road system to the residents of the project, and may require bonds or other financial assurance of maintenance.
- H. Sidewalks shall be provided on both sides of the entrance roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- I. Golf cart paths and parking for golf carts shall be provided along the entire main boulevard roadway, and located in such a manner that allows access throughout the development. These paths shall allow access, via the main boulevard roadway, to each neighborhood, commercial and recreational area of the proposed development. Golf cart paths are permitted, but not required inside each residential neighborhood. Golf cart parking shall be provided at each commercial and recreational area.

13. SIGNAGE

- 1) *Commercial Monument* - All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended or shall otherwise meet the requirements of this document, whichever is least restrictive.
- 2) *Monument signs* – Monument signs with fully enclosed bases and supports, adjacent to U.S Highway 27 shall be allowed as follows:
 - a) Max overall height: 20 feet
 - b) Max sign area: 100 sf per side (2 sides)

- c) Fully enclosed base, minimum 2 feet solid base (or 10% of overall height)
 - d) Base width: minimum 50% of sign area width
 - e) Location minimum 5 feet behind right of way, 10 feet if greater than 12 feet in height.
 - f) Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- 3) *Wall signs* - Wall signs shall be permitted per City of Leesburg Code of Ordinances, as amended.
- B. *Access points*- Each required neighborhood or commercial 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 decorative entry feature may be used for signage per City of Leesburg Code of Ordinances, as amended.

14. LAKE COUNTY SCHOOL BOARD

- A. As seen in Attachment LCSB-1, dated July 16, 2021, from Lake County School Board, the entirety of the project, if approved, would create approximately 916 students, which would adversely impact, under the current school attendance zones, Leesburg Elementary and Oak Park Middle School. Leesburg High School would remain slightly under capacity.
- B. This impact will require the addition of either a separate school use site as noted elsewhere in this document, or a separate agreement with the Lake County School Board to mitigate the impact of additional students, or some combination of the two as agreed between the owner/developer and the School Board. This agreement may include, but is not limited to: a school site provided by the developer for additional future students, or an agreement between the owner/developer reflecting a negotiated settlement with the School Board, which allows the Lake County School Board the ability to provide adequate student stations to contain the projected number of students shown in Attachment LCSB-1.

15. CITY SUPPORT SERVICES

- A. A site, not to exceed three (3) acres, shall be dedicated to the City of Leesburg for support services, such as, but not limited to fire, police, emergency or other municipal uses as required by the City of Leesburg. The owner/developer and the City shall work in good faith to provide a site deemed adequate by the City for such facilities.

16. 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.
- 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. All infrastructure necessary to provide water and wastewater services to the development must be in place, approved by the City, and operational, prior to issuance of building permits for any residential or commercial structures within the development.

17. 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 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. 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. 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.

18. 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.

19. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.
- C. For purposes of water conservation, all irrigated areas shall meet the requirements of section 25-337(c)(4), City of Leesburg Code of Ordinances.

20. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit or 588,400 square feet (13.5 acres).
- B. Required recreational amenities.
 - a) Golf course(s)*
 - b) Equestrian Center*
 - c) Swimming pool with clubhouse
 - d) Children's playground areas
 - e) Trails
 - f) Other mix of uses, to be reviewed and approved by staff, to include activities such as ball fields and courts to meet the requirements of this section.

**The required golf course and equestrian areas shall not be used to compute the required recreational acreage.*

- C. Recreational requirements shall consist of at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, soccer fields, softball fields, dog parks, gazebos, swimming pools, clubhouses with recreation rooms, and other amenities as reviewed and approved by staff. This primary recreational facility shall be constructed in conjunction with and completed no later than the certificate of completion of 250 residential units.
- D. 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.
- E. In addition to the requirements above, two separate, active recreational areas shall be constructed to include a 27-hole golf course and a minimum ten (10) acre equestrian facility. The golf course shall include a club house and the equine facility shall include at least one barn, with stalls and a separate equine competition/exercise area, which is separate from any grazing areas. These amenities shall be completed prior to the certificate of occupancy of 500 residential units.
- F. 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.
 - 5) The required golf course and equestrian areas shall not be used to compute the required recreational space.

21. LIGHTING REQUIREMENTS

- A. All lighting installed shall meet City of Leesburg standards and details, shall be constructed in a manner that is directed to the interior of the property, and does not cause excessive light pollution on neighboring properties.
- B. Exterior lighting shall incorporate "Dark Sky Standards" in the lighting plan for the development. This will include, but not be limited to shielded fixtures, lower levels of blue light, directional lighting, timed and/or sensor activated light fixtures, and other methods which can reduce impact on adjacent and nearby properties

22. 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 and recreational facilities shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

23. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then the plat of the lots for each approved phase shall contain only those portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Implementation of the project shall commence within 120 months (10 years) of approval of this PUD (Planned Unit Development). In the event that the conditions of the PUD have not been substantially implemented during the required time period, this PUD shall expire unless the developer has applied, at least 90 days prior to the expiration date, for an extension of time to commence development. "Implementation" for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.

24. 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 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.
- F. These conditions of approval shall be recited within the site plan and construction plan submittals.

25. LEVELS OF SERVICE

A. Levels of Service & Capacity

- 1) As submitted, the development resulting from the proposed zoning change will 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, schools, 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) Planning & Construction

- a) The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b) For all development requiring construction of new distribution, collection lines, or other infrastructure needed to develop the subdivision, the developer shall be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2) Commitment of Capacity

- a) There are no concurrent or previous commitments of any existing or planned excess capacity for this property.

3) Ability to Provide Services

- a) At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future. The City's ability to provide said services is dependent upon capacity available at the time of permit submittal.
- b) Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

WHISPERING HILLS/MARSAN JOURNEY CIRCLE "M" RANCH LEGAL DESCRIPTION LAKE COUNTY, FLORIDA

METES & BOUNDS LEGAL DESCRIPTION

PARCEL ONE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND PORTIONS OF SECTION 19, 29 AND 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 89°22'10" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 2654.24 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°37'56" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1330.51 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 89°01'24" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1256.29 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°39'35" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1331.96 FEET TO THE SOUTHEAST CORNER OF U.S. GOVERNMENT LOT 2 OF SAID SECTION 30; THENCE NORTH 88°57'18" WEST A DISTANCE OF 70.49 FEET; THENCE NORTH 89°08'43" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1185.10 FEET TO THE WEST BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID WEST BOUNDARY OF SECTION 30, A DISTANCE OF 1177.95 FEET TO THE SOUTHEAST CORNER OF THE NORTH 660.16 FEET OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 25 AS MONUMENTED; THENCE NORTH 89°06'05" WEST ALONG THE MONUMENTED SOUTH BOUNDARY THEREOF, A DISTANCE OF 2388.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE NORTH 09°41'21" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 672.55 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 25 AS MONUMENTED; THENCE SOUTH 89°09'06" EAST ALONG SAID NORTH LINE AS MONUMENTED, A DISTANCE OF 2511.43 FEET TO THE AFOREMENTIONED EAST BOUNDARY OF SAID SECTION 25 AND THE WEST BOUNDARY OF THE AFOREMENTIONED WEST BOUNDARY OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 525.26 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 300.00 FEET OF U.S. GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 250.00 FEET TO THE EAST BOUNDARY OF THE WEST 250.00 FEET OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 00°48'27" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 300.00 FEET TO THE NORTH BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 19; THENCE SOUTH 89°06'36" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 250.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 500.00 FEET OF U.S. GOVERNMENT LOT 4 OF SAID SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 700.00 FEET TO THE NORTH LINE OF THE SOUTH 700.00 FEET OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4; THENCE NORTH 89°06'36" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 500.00 FEET TO THE WEST BOUNDARY OF SAID SECTION 19; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 275.58 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 500.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE 89°08'53" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF THE EAST 200.00 FEET OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 500.00 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE SOUTH 89°08'53" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 200.00 FEET TO THE EAST BOUNDARY OF SAID 24, THE SAME ALSO BEING THE WEST BOUNDARY OF U.S. GOVERNMENT LOT 3 IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 179.89 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTH 330.00 FEET OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 925.20 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 330.00 FEET OF THE WEST 1/2 OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 330.00 FEET TO THE SOUTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 330.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4 IN SAID SECTION 19; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1324.49 FEET TO THE SOUTH BOUNDARY THEREOF, THE SAME ALSO BEING THE NORTH BOUNDARY OF U.S. GOVERNMENT LOT 1 IN THE

AFOREMENTIONED SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID BOUNDARY, A DISTANCE OF 1251.79 FEET TO THE NORTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE SOUTH 00°37'05" WEST ALONG SAID EAST BOUNDARY THEREOF, A DISTANCE OF 1334.47 FEET TO THE SOUTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 89°04'57" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1324.99 TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1907, PAGE 1852 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°39'49" WEST ALONG THE WEST BOUNDARY THEREOF AND THE WEST BOUNDARY OF THOSE CERTAIN LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 880.32 FEET TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 856, PAGE 1260, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 89°02'40" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1643.26 FEET; THENCE NORTH 00°47'05" EAST, A DISTANCE OF 881.29 FEET TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°05'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 855, PAGE 1697, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°47'05" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1279.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 87°38'35" EAST ALONG THE SOUTH BOUNDARY OF SAID LANDS, A DISTANCE OF 989.73 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'51" EAST ALONG THE EAST BOUNDARY OF SAID LANDS, A DISTANCE OF 1303.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°48'01" EAST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 679.98 FEET; THENCE SOUTH 89°04'03" EAST, A DISTANCE OF 668.89 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 00°52'38" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 679.89 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°04'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 667.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°20'35" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1211.92 FEET TO THE WEST RIGHT-OF-WAY OF NUMBER 2 ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 45°22'24" EAST, A DISTANCE OF 1095.45 FEET; THENCE 2.) SOUTH 45°50'46" EAST, A DISTANCE OF 161.55 FEET; THENCE 3.) SOUTH 48°01'02" EAST, A DISTANCE OF 152.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 417.00 FEET; THENCE 4.) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 33°27'24" (CHORD = 240.05 FEET, CHORD BEARING = SOUTH 64°44'44" EAST) FOR A DISTANCE OF 243.50 FEET TO THE POINT OF TANGENCY; THENCE 5.) SOUTH 81°28'26" EAST, A DISTANCE OF 155.64 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF PUMPKIN CENTER ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1080, PAGE 2084; THENCE SOUTH 01°01'19" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 238.61 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29; THENCE NORTH 89°26'20" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1285.10 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°55'35" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.30 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°26'44" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 661.43 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°50'43" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.72 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 89°28'00" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 659.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 577.88 ACRES, MORE OR LESS.

AND

PARCEL TWO:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 31; THENCE SOUTH 89°28'00" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 32, A DISTANCE OF 1319.95 FEET; THENCE CONTINUE SOUTH 89°28'00" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1338.64 FEET; THENCE SOUTH

00°50'07" WEST, A DISTANCE OF 372.44 FEET; THENCE SOUTH 88°46'09" WEST, A DISTANCE OF 1338.25 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 00°38'52" WEST ALONG SAID BOUNDARY, A DISTANCE OF 2255.08 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°36'46" EAST, A DISTANCE OF 1298.73 FEET; THENCE SOUTH 00°34'45" WEST, A DISTANCE OF 166.26 FEET; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 1299.23 FEET; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 165.94 FEET; THENCE NORTH 89°35'41" WEST, A DISTANCE OF 1324.19 FEET TO THE WEST BOUNDARY OF SAID SECTION 32 AND THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 31; THENCE NORTH 00°44'14" EAST ALONG SAID BOUNDARY, A DISTANCE OF 331.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89°17'56" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1325.81 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00°43'16" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1329.32 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89°26'12" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1321.28 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°23'30" WEST, A DISTANCE OF 1258.12 FEET TO THE WEST BOUNDARY OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 3; THENCE NORTH 00°42'17" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1334.65 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 324.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 89°17'20" WEST ALONG THE SHORELINE OF TURKEY LAKE, A DISTANCE OF 266.06 FEET; THENCE NORTH 52°25'37" WEST, STILL ALONG SAID SHORELINE, A DISTANCE OF 97.32 FEET; THENCE DEPARTING SAID SHORELINE, NORTH 44°47'59" EAST, A DISTANCE OF 449.77 FEET; THENCE SOUTH 44°37'43" EAST, A DISTANCE OF 43.57 FEET RETURNING TO THE AFORESAID WEST BOUNDARY OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 660.57 FEET TO THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2; THENCE SOUTH 89°14'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1257.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°14'52" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1326.64 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 00°43'11" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1335.16 FEET TO THE NORTH BOUNDARY OF SAID SECTION 31; THENCE SOUTH 89°22'10" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1326.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 349.52 ACRES, MORE OR LESS.

AND

PARCEL THREE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 20 AND 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89°13'55" EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY OF NUMBER 2 ROAD: AND THE POINT OF BEGINNING; THENCE NORTH 00°49'05" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF NUMBER 2 ROAD, A DISTANCE OF 1326.96 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 89°12'36" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 2608.12 FEET TO THE EAST BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°34'05" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 1325.96 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 01°02'37" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 2364.13 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF NUMBER 2 ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 81°28'26" WEST, A DISTANCE OF 187.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 351.00 FEET; THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE/DELTA OF 33°27'24" (CHORD = 202.06 FEET, CHORD BEARING = NORTH 64°44'44" WEST) FOR A DISTANCE OF 204.96 FEET TO THE POINT OF TANGENCY; THENCE 3.) NORTH 48°01'02" WEST, A DISTANCE OF 151.20 FEET; THENCE 4.) NORTH 45°50'46" WEST, A DISTANCE OF 160.03 FEET; THENCE 5.) NORTH 45°22'24" WEST, A DISTANCE OF 1026.80 FEET TO THAT CERTAIN ADDITIONAL RIGHT-OF-WAY AS DEDICATED BY THE PLAT OF BELLA LADERA AS RECORDED IN PLAT BOOK 57, PAGE 100 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 45°49'20" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1186.68 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°57'04" EAST, A DISTANCE

OF 518.87 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 20; THENCE NORTH 89°13'55" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 402.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 157.99 ACRES, MORE OR LESS.

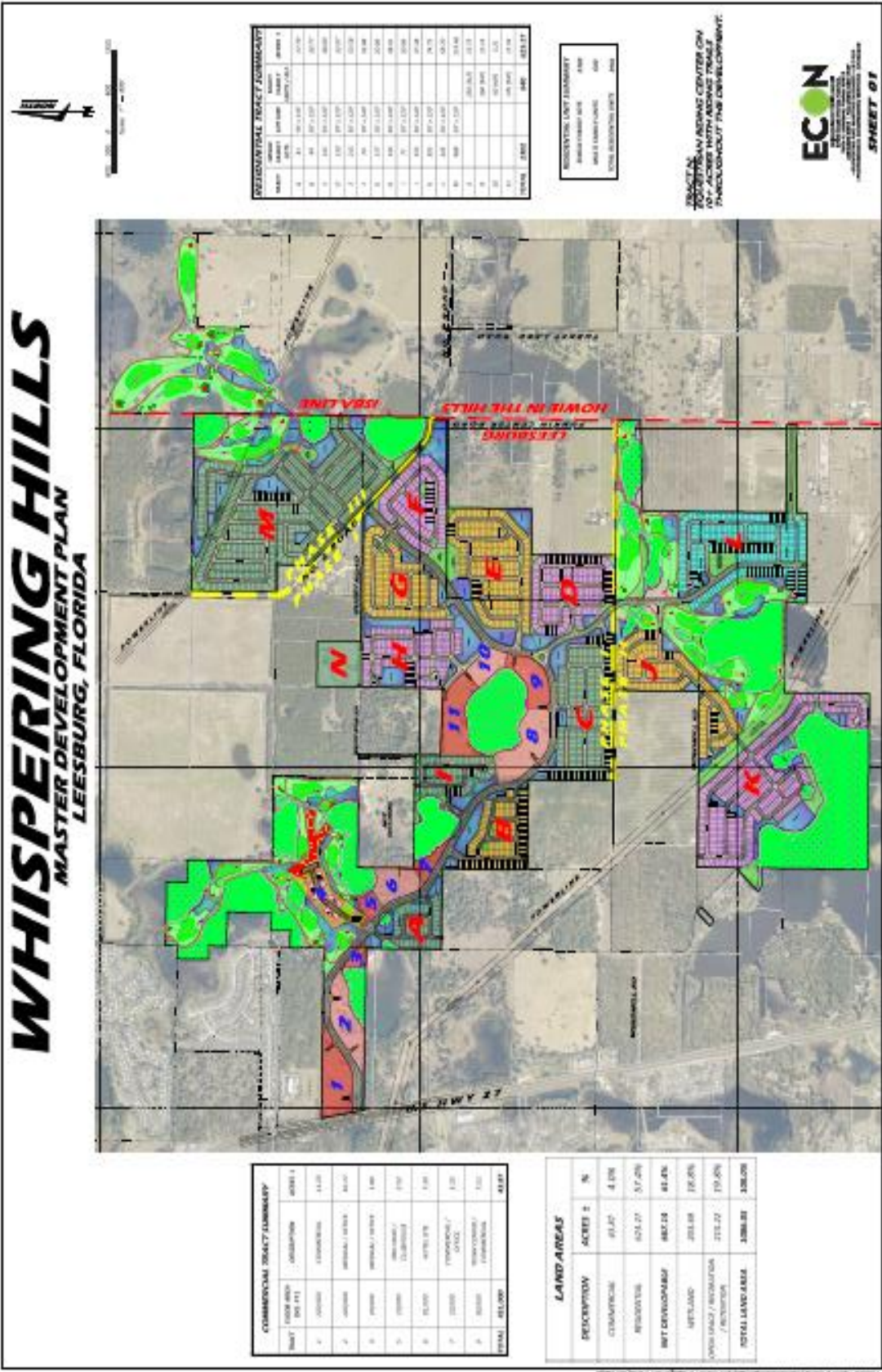
AND

PARCEL FOUR:

A PARCEL OF LAND LYING AND BEING A PORTION OF U.S. GOVERNMENT LOT 2 IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF U.S. GOVERNMENT LOT 2 IN SAID SECTION 31; THENCE NORTH 89°14'52" WEST ALONG THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°12'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 44°48'00" WEST, A DISTANCE OF 287.73 FEET, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE; THENCE NORTHWESTERLY ALONG SAID SHORELINE NORTH 47°30'49" WEST, A DISTANCE OF 100.08 FEET, MORE OR LESS TO A POINT WHICH LIES SOUTH 44°48'00" WEST OF THE AFOREMENTIONED POINT OF BEGINNING; THENCE NORTH 44°48'00" EAST, A DISTANCE OF 291.77 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.66 ACRES, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE.



SAMPLE FACADES





PLAN 1637
1,637 SQFT 4 Bedrooms 2 Baths
1 Story 2 Car Garage



PLAN 2877
2,877 SQFT 4 Bedrooms 2.5 Baths
2 Story 2 Car Garage



PLAN 2107
2,107 SQFT 3 Bedrooms 2.5 Baths
2 Story 2 Car Garage



PLAN 1511
1,511 SQFT 3 Bedrooms 2 Baths
1 Story 2 Car Garage



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

July 16, 2021

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Whispering Hills / Planned Unit Development - Mixed Use Planned Use Development
CASE NO.: PUD-21-120

Lake County Department of Public Works recommended requirements for the Whispering Hills PUD impacts to roadways and drainage systems:

CR 48:

- A Traffic signal may be required at Number Two Rd and CR 48. A signal warrant analysis will be required by the development that includes all existing trips and vested trips.

Turkey Lake Road:

- No access from Turkey Lake Road can occur from this development as this road is not capable of handling direct traffic from the proposed development.

Number Two Road:

- Number Two Rd. is a narrow road with a width of 18 ft. The road is structurally not capable of handling the traffic proposed from the full development. The pavement and structural base of the road are not capable of handling the proposed traffic from this development as proposed. Improvements by the development will need to be done to allow for the traffic from the north eastern pod to access the road. We recommend the western portion of the development not access based on current conditions of the road.
- Developer improvements on Number Two Rd. will require 12-foot lane width and 4-foot paved shoulders along the development. A northbound right turn lane on Number Two Rd will be

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Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

required. Additional improvements maybe required along other portions of Number Two Road and will be further evaluate with future development applications.

- A sidewalk should be provided along CR 48, Rumford Rd., and Number Two Road.
- Additional right-of-way for CR 48 maybe required and further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- There is no apparent right of way dedication on Number Two Rd. Dedication of a minimum of 40 ft. from centerline will be required along the development frontage of Number Two Rd. Additional right of way will be required for the final roadway improvements which will exceed the minimum in order to construct turn lanes, drainage, and sidewalk.

Dewey Robbins Road:

- Dewey Robbins Rd. is a county road that maybe more capable of handling the traffic and provide a secondary access to the development. A connection through the proposed Hodges Reserve would allow it.
- Developer improvements on Dewey Robbins Rd. would be turn lanes

Development Connectivity:

- The development is recommended to have connections to the Windmill BLR PUD, Windmill Floribra, and to the Hodges Reserve PUD. These connections will need to be Feeder/Distributor or Collector Road type connections that allow for higher volume of traffic versus a Local Street with limited number of residential driveways off them. This connectivity will allow for future development in the area to have the least impact on some of the existing county local streets.
- The concept plan for the PUD is proposing a Feeder/Distributor/Collector Road running internally through the development. It is recommended to keep this internal road network to help provide the distribution of traffic within the development and to other future development parcels adjacent and within the area to this development.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to the Central Lake Trail along CR 48 and US 27 Trail. Both trails are identified on the Trail Master Plan and accommodations for these trails is recommended to be provided by this development.
- Sidewalks or Trails should be provided along all public right-of-way road frontages.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County. The current methodology is under review by Lake -Sumter MPO, FDOT and Lake County.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Leesburg and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands or onto county roads.

Road Design

- The road design for the internal roads of the development and the offsite road improvements will need to be designed to meet City, County, Florida Greenbook, and FDOT standards, as applicable.

Flood Study:

- Development will be responsible for a drainage and flood study to determine the flood zones within and partially crossing into the development area. The flood study will require review by both the city and county. The study will evaluate downstream impacts from stormwater outfall from this site.

Future Development Applications:

- Request the City of Leesburg to include Lake County on reviews of future development applications for this development.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Fred Schneider, Public Works Director for Lake County
Jeff Earhart, Engineering Manager for Lake County
Tim McClendon, Planning Director for Lake County
Kandi Harper, Senior Planner for City of Leesburg



Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Kristl Burns, Ph.D.
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

July 16, 2021

Via Email

Mr. Dan Miller, Director
Planning and Zoning Dept.
City of Leesburg
204 North 5th Street
Leesburg, FL 34749

**RE: Whispering Hills LSCP21-119/PUD21-120 – City of Leesburg
Adequate Public Facilities Determination (APF15-2021)**

Dear Mr. Miller:

The School District has reviewed the proposed Whispering Hills development project located in the area east of US Highway 27, north of Dewey Robbins Road and west of Howey in the Hills. The application indicates 2,302 single family units, 390 multi-family units and 250 assisted living facility dwelling units on approximately 1,088+/- acres.

The proposed residential development will generate approximately nine hundred and sixteen (916) students. Based on current school attendance zones, the schools impacted by the proposed residential project are as follows:

- | | |
|-------------------------------------|----------------------|
| • Leesburg Elementary School | 179% Capacity |
| • Oak Park Middle School | 118% Capacity |
| • Leesburg High School | 98% Capacity |

This project will adversely impact the assigned elementary and middle schools. The district's current Five-Year Capital Plan does not include a capital project to provide relief at the elementary school level.

The district has closely monitored the residential growth in this area, as well as, the projects currently moving through the development process. Additionally, the district is aware of the proposed portion of Whispering Hills located directly east of this project in unincorporated Lake County. The combination of the projects being approved and/or proposed in the area south of the lake, along and east of US Highway 27, north of Dewey Robbins Road and west of the Town of Howey in the Hills total over 7,000 dwelling units. At a minimum, one elementary school would be needed to address the impact of 7,000 dwelling units.

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. Please advise the applicant that proportionate share mitigation may be required at time of school concurrency review.

"Equal Opportunity in Education and Employment"

This Adequate Public Facilities analysis is performed to provide you with information related to the schools directly impacted by the proposed residential development, as well as, assist the School District with future planning of school facilities. Any assistance the city can provide in the planning of school facilities is greatly appreciated.

Should you have any questions or need additional information please contact me at (352) 253-6694 or by email at laalleyh@lake.k12.fl.us.

Sincerely,


Helen LaValley
Growth Planning Department

Encl: Adequate Public Facilities Determination

Copy: Kelly Randall, Growth Planning Supervisor
Kandi Harper, Leesburg Senior Planner

"Equal Opportunity in Education and Employment"

**WHISPERING HILLS/MARSAN JOURNEY CIRCLE "M" RANCH
LEGAL DESCRIPTION
LAKE COUNTY, FLORIDA**

METES & BOUNDS LEGAL DESCRIPTION

PARCEL ONE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 24 AND 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND PORTIONS OF SECTION 19, 29 AND 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 89°22'10" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 2654.24 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00°37'56" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1330.51 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE NORTH 89°01'24" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1256.29 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°39'35" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1331.96 FEET TO THE SOUTHEAST CORNER OF U.S. GOVERNMENT LOT 2 OF SAID SECTION 30; THENCE NORTH 88°57'18" WEST A DISTANCE OF 70.49 FEET; THENCE NORTH 89°08'43" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1185.10 FEET TO THE WEST BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID WEST BOUNDARY OF SECTION 30, A DISTANCE OF 1177.95 FEET TO THE SOUTHEAST CORNER OF THE NORTH 660.16 FEET OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 25 AS MONUMENTED; THENCE NORTH 89°06'05" WEST ALONG THE MONUMENTED SOUTH BOUNDARY THEREOF, A DISTANCE OF 2388.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE NORTH 09°41'21" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 672.55 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1660.23 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 25 AS MONUMENTED; THENCE SOUTH 89°09'06" EAST ALONG SAID NORTH LINE AS MONUMENTED, A DISTANCE OF 2511.43 FEET TO THE AFOREMENTIONED EAST BOUNDARY OF SAID SECTION 25 AND THE WEST BOUNDARY OF THE AFOREMENTIONED WEST BOUNDARY OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°48'27" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 525.26 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 300.00 FEET OF U.S. GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 250.00 FEET TO THE EAST BOUNDARY OF THE WEST 250.00 FEET OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 00°48'27" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 300.00 FEET TO THE NORTH BOUNDARY OF SAID SECTION 30, THE SAME ALSO BEING THE SOUTH BOUNDARY OF THE AFOREMENTIONED SECTION 19; THENCE SOUTH 89°06'36" EAST ALONG SAID SECTION BOUNDARY, A DISTANCE OF 250.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 500.00 FEET OF U.S. GOVERNMENT LOT 4 OF SAID SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 700.00 FEET TO THE NORTH LINE OF THE SOUTH 700.00 FEET OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4; THENCE NORTH 89°06'36" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 500.00 FEET TO THE WEST BOUNDARY OF SAID SECTION 19; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 275.58 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH 500.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE 89°08'53" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF THE EAST 200.00 FEET OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 500.00 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE SOUTH 89°08'53" EAST ALONG SAID NORTH BOUNDARY A DISTANCE OF 200.00 FEET TO THE EAST BOUNDARY OF SAID 24, THE SAME ALSO BEING THE WEST BOUNDARY OF U.S. GOVERNMENT LOT 3 IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE NORTH 00°51'29" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 179.89 FEET TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTH 330.00 FEET OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 925.20 FEET TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE EAST 330.00 FEET OF THE WEST 1/2 OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 330.00 FEET TO THE SOUTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 3; THENCE SOUTH 89°03'56" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 330.00 FEET TO THE INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE AFOREMENTIONED U.S. GOVERNMENT LOT 4 IN SAID SECTION 19; THENCE SOUTH 01°00'18" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1324.49 FEET TO THE SOUTH BOUNDARY THEREOF, THE SAME ALSO BEING THE NORTH BOUNDARY OF U.S. GOVERNMENT LOT 1 IN THE

AFOREMENTIONED SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°06'36" EAST ALONG SAID BOUNDARY, A DISTANCE OF 1251.79 FEET TO THE NORTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE SOUTH 00°37'05" WEST ALONG SAID EAST BOUNDARY THEREOF, A DISTANCE OF 1334.47 FEET TO THE SOUTHEAST CORNER OF SAID U.S. GOVERNMENT LOT 1; THENCE NORTH 89°04'57" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1324.99 TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1907, PAGE 1852 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°39'49" WEST ALONG THE WEST BOUNDARY THEREOF AND THE WEST BOUNDARY OF THOSE CERTAIN LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4835, PAGE 560, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 880.32 FEET TO THE NORTHWEST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 856, PAGE 1260, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 89°02'40" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1643.26 FEET; THENCE NORTH 00°47'05" EAST, A DISTANCE OF 881.29 FEET TO THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°05'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 25.00 FEET TO THE WEST BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 855, PAGE 1697, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°47'05" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1279.25 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 87°38'35" EAST ALONG THE SOUTH BOUNDARY OF SAID LANDS, A DISTANCE OF 989.73 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°47'51" EAST ALONG THE EAST BOUNDARY OF SAID LANDS, A DISTANCE OF 1303.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°48'01" EAST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 679.98 FEET; THENCE SOUTH 89°04'03" EAST, A DISTANCE OF 668.89 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 00°52'38" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 679.89 FEET TO THE NORTH BOUNDARY OF THE AFOREMENTIONED SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89°04'31" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 667.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 89°20'35" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1211.92 FEET TO THE WEST RIGHT-OF-WAY OF NUMBER 2 ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: 1.) SOUTH 45°22'24" EAST, A DISTANCE OF 1095.45 FEET; THENCE 2.) SOUTH 45°50'46" EAST, A DISTANCE OF 161.55 FEET; THENCE 3.) SOUTH 48°01'02" EAST, A DISTANCE OF 152.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 417.00 FEET; THENCE 4.) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE/DELTA OF 33°27'24" (CHORD = 240.05 FEET, CHORD BEARING = SOUTH 64°44'44" EAST) FOR A DISTANCE OF 243.50 FEET TO THE POINT OF TANGENCY; THENCE 5.) SOUTH 81°28'26" EAST, A DISTANCE OF 155.64 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF PUMPKIN CENTER ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1080, PAGE 2084; THENCE SOUTH 01°01'19" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 238.61 FEET TO THE INTERSECTION WITH THE SOUTH BOUNDARY OF THE AFORESAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 29; THENCE NORTH 89°26'20" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 1285.10 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°55'35" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.30 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89°26'44" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 661.43 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°50'43" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1322.72 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 89°28'00" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 659.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 577.88 ACRES, MORE OR LESS.

AND

PARCEL TWO:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 20 SOUTH, RANGE 25 EAST, THE SAME ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID SECTION 31; THENCE SOUTH 89°28'00" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 32, A DISTANCE OF 1319.95 FEET; THENCE CONTINUE SOUTH 89°28'00" EAST ALONG THE AFORESAID NORTH BOUNDARY, A DISTANCE OF 1338.64 FEET; THENCE SOUTH

00°50'07" WEST, A DISTANCE OF 372.44 FEET; THENCE SOUTH 88°46'09" WEST, A DISTANCE OF 1338.25 FEET TO THE EAST BOUNDARY OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 00°38'52" WEST ALONG SAID BOUNDARY, A DISTANCE OF 2255.08 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°36'46" EAST, A DISTANCE OF 1298.73 FEET; THENCE SOUTH 00°34'45" WEST, A DISTANCE OF 166.26 FEET; THENCE NORTH 89°35'59" WEST, A DISTANCE OF 1299.23 FEET; THENCE SOUTH 00°36'49" WEST, A DISTANCE OF 165.94 FEET; THENCE NORTH 89°35'41" WEST, A DISTANCE OF 1324.19 FEET TO THE WEST BOUNDARY OF SAID SECTION 32 AND THE EAST BOUNDARY OF THE AFOREMENTIONED SECTION 31; THENCE NORTH 00°44'14" EAST ALONG SAID BOUNDARY, A DISTANCE OF 331.61 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 89°17'56" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1325.81 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 00°43'16" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 1329.32 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 89°26'12" WEST ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1321.28 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°23'30" WEST, A DISTANCE OF 1258.12 FEET TO THE WEST BOUNDARY OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 3; THENCE NORTH 00°42'17" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 1334.65 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST, ALONG SAID WEST BOUNDARY, A DISTANCE OF 324.41 FEET; THENCE DEPARTING SAID WEST BOUNDARY, NORTH 89°17'20" WEST ALONG THE SHORELINE OF TURKEY LAKE, A DISTANCE OF 266.06 FEET; THENCE NORTH 52°25'37" WEST, STILL ALONG SAID SHORELINE, A DISTANCE OF 97.32 FEET; THENCE DEPARTING SAID SHORELINE, NORTH 44°47'59" EAST, A DISTANCE OF 449.77 FEET; THENCE SOUTH 44°37'43" EAST, A DISTANCE OF 43.57 FEET RETURNING TO THE AFORESAID WEST BOUNDARY OF U.S. GOVERNMENT LOT 2; THENCE NORTH 00°42'40" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 660.57 FEET TO THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2; THENCE SOUTH 89°14'52" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1257.15 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°14'52" EAST ALONG THE NORTH BOUNDARY THEREOF, A DISTANCE OF 1326.64 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE NORTH 00°43'11" EAST ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1335.16 FEET TO THE NORTH BOUNDARY OF SAID SECTION 31; THENCE SOUTH 89°22'10" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 1326.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 349.52 ACRES, MORE OR LESS.

AND

PARCEL THREE:

A PARCEL OF LAND LYING AND BEING IN PORTIONS OF SECTIONS 20 AND 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89°13'55" EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY OF NUMBER 2 ROAD; AND THE POINT OF BEGINNING; THENCE NORTH 00°49'05" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF NUMBER 2 ROAD, A DISTANCE OF 1326.96 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 89°12'36" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 2608.12 FEET TO THE EAST BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°34'05" WEST ALONG SAID EAST BOUNDARY, A DISTANCE OF 1325.96 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST; THENCE SOUTH 01°02'37" WEST ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 2364.13 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF NUMBER 2 ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1.) NORTH 81°28'26" WEST, A DISTANCE OF 187.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 351.00 FEET; THENCE 2.) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE/Delta OF 33°27'24" (CHORD = 202.06 FEET, CHORD BEARING = NORTH 64°44'44" WEST) FOR A DISTANCE OF 204.96 FEET TO THE POINT OF TANGENCY; THENCE 3.) NORTH 48°01'02" WEST, A DISTANCE OF 151.20 FEET; THENCE 4.) NORTH 45°50'46" WEST, A DISTANCE OF 160.03 FEET; THENCE 5.) NORTH 45°22'24" WEST, A DISTANCE OF 1026.80 FEET TO THAT CERTAIN ADDITIONAL RIGHT-OF-WAY AS DEDICATED BY THE PLAT OF BELLA LADERA AS RECORDED IN PLAT BOOK 57, PAGE 100 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 45°49'20" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1186.68 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°57'04" EAST, A DISTANCE

OF 518.87 FEET TO THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 20; THENCE NORTH 89°13'55" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 402.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 157.99 ACRES, MORE OR LESS.

AND

PARCEL FOUR:

A PARCEL OF LAND LYING AND BEING A PORTION OF U.S. GOVERNMENT LOT 2 IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF U.S. GOVERNMENT LOT 2 IN SAID SECTION 31; THENCE NORTH 89°14'52" WEST ALONG THE NORTH BOUNDARY OF SAID U.S. GOVERNMENT LOT 2, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°12'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 44°48'00" WEST, A DISTANCE OF 287.73 FEET, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE; THENCE NORTHWESTERLY ALONG SAID SHORELINE NORTH 47°30'49" WEST, A DISTANCE OF 100.08 FEET, MORE OR LESS TO A POINT WHICH LIES SOUTH 44°48'00" WEST OF THE AFOREMENTIONED POINT OF BEGINNING; THENCE NORTH 44°48'00" EAST, A DISTANCE OF 291.77 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.66 ACRES, MORE OR LESS TO THE SHORELINE OF TURKEY LAKE.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: July 1, 2021
OWNER: Marsan Real Estate Group, LLC
PETITIONER: Tara Tedrow, Esquire, Lowndes Law and Econ South, LLC
PROJECT: Whispering Hills
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-21-120

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 6/18/21

FIRE

No comment from Fire Department. Amanda Stevenson 7/6/21

ELECTRIC

This is outside our service territory. Steve Davis 7/6/21

GAS

No comments received as of 6/18/21

GIS

GIS Response: "No Comment" Tammy Magamoll 7/1/21

BUILDING

No comments received as of 6/18/21

PUBLIC WORKS

Public Works has no issues with this item. However, the developer should note that sewer and water capacity are not reserved and will be allotted on a first come, first serve basis and designated when FDEP permits are applied for. Clifford Kelsey 7/6/21

ADDRESSING

No comments received as of 6/18/21

ECONOMIC DEVELOPMENT

No comments received as of 6/18/21

LAKE COUNTY PUBLIC WORKS

Please see attached letter.

LAKE COUNTY SCHOOLS

Please see attached letter.

PUBLIC RESPONSES

Approval

3 approvals

Disapproval

32 disapprovals 25 with comments

No comment

Notice of Appearance filed: 9

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Alyce L. Bullock – No changes should be allowed in this area to this new community. Single family houses only. Too much additional traffic strains our existing communities already. Just maybe you should get off your chairs and actually look at the destruction to the existing trees and our way of life.

James Billman – We already have too much traffic on RT 27 for one. Two we do not want the City of Leesburg to rezone the properties from Ag use to PUD due to overcrowding.

Lauren Mofied – We do not need any more apartments, business or townhomes. When buying my home, I liked how it was quiet and somewhat secluded. I do not want any more buildings around me. We will be causing a major imbalance between supply & demand by overpopulating.

Debra A Shea – I voted no because we live at the Palms Mobil Home Estates and we already have a hard time getting out of Hwy 27 because of traffic also the school can't handle more kids. Its already dangerous for our children on the bus which stops on Hwy 27. I have been complaining about this for some time. The bus shouldn't have to stop on a Hwy 27 to pick up children we have begged the City to put in a cut off so the bus can get off the Hwy 27 to pick up our kids. The bus was rear-ended a couple years ago. Luckily our children weren't hurt. We are County and not interested in living in the City limits.

Mary M Calkins – Our roads are already overcrowded. There are not enough stores. Doctors restaurants already. Rt 27 is horrible to drive on the speeders are out of control.

Kim Dobyns – I want to know what they plan on doing with all the stormwater run-off caused by the impervious surfaces caused by this development (i.e. rooftops, roads, driveways, sidewalks, etc.) There are a lot of wetlands in around the "subject property" that are low lying in relation to all of the hills. The run-off has to go somewhere. Has the FDEP, USACE, DEP, or the STRWMD been informed & do they approve?

Virginia Warburton – This will make a serious demand for water and more cars on our roads which will need to be further maintained.

Wendy Sikes – We need to preserve a rural community. There are City options for those that want to live in town. A farming/rural way of life needs to be preserved. There should be options for everyone.

Chastin Sikes – The proposed project is incompatible with the surrounding communities. There are plenty of other tracts of land adjacent to similar developments with the City of Leesburg.

Ben Sikes – I believe the area in question should only be developed per County specs. 5 acres minimum.

Chandon Sikes – The area in which the community is proposed to be is not conducive to the already existing community. The sudden increase in population will drastically hinder the live our quiet lives in a rural area we chose to live.

Karen R Thomas – I moved to an agriculture area in 1994. I had 18 acres with a pond. After the Legacy Development was built my pond area began flooding. U had to close off the road area for my horses. My well started pumping sand. I've spent over \$14,000.00 to get clean water & I still can't drink my water. This new development will only ruin the environment further. Mr. Marsan has trespassed on my property. His employees continue to come on my property. He has hired surveyors to survey my property on at least two occasions. Hus employees have called telling me their need to dig up my pasture to run lines. I told them again to stay off my land. They took advantage of our neighbor who recently lost her husband. It appears Mr. Marsan believes he can do what he wants & that laws don't apply to him. The roads are not designed to handle this type of traffic.

Ellen K. Batchelor – This type of development doesn't fit the existing area of Rural/Agriculture where all of the surrounding areas are 1 dwelling per 5 acres and is inconsistent with the 2030 Future Land Use Plan for Lake County, and the rural lifestyle that this community lives in.

Patricia Rosalind Brown – Too many units on Marsan's site concerned about all the water canals causing sink holes. We had a big sink hole under a house.

Paul R. Denzler – During the 29 years that we have live here, full-time, we have seen this area 99% flooded on at least 2 occasions. Has the St. John's Water Management been consulted/approved this development? Will this development cause any flooding/backup of water affecting our property since the above flooding on both occasions caused a backup on to our common area?

Jacqueline & Daniel Mizak – see letter attached

Roger & Jerome Niere – Definitely not approving this planning and zoning of the area mentioned. As a homeowner we paid a premium for our property to have privacy and this was the reason we chose to live in this spot of the development. Who knows what is meant by "Mixed use." Pretty sure a lot of things. This area was supposed to be a "Nature Preserve"

Pam Roustio – This project is not consistent with the existing land use, which is zoned agricultural and generally one unit on 5 or more acres. It does NOT comply with objective outlined in the Leesburg Growth Management Plan. "Policy 1.6.1: Inconsistencies. Proposed land use amendments which are inconsistent with the character of the community or inconsistent with adjacent future land uses shall NOT BE APPROVED by the city." This project is proposed inside the Yalaha – Lake Apopka RPA this should be respected and valued as intended. This project has only one small area that fingers out to U.S. 27, the majority is off the major roadway.

Jack D. Allums & Marsha L. Allums – We are dismayed to think of these areas of beautiful country living & safe animal habitats to be overrun with traffic & multitudes of homes. Please protect this county land.

Linda G. Reiher – I disapprove of the project for the following reasons! Project is too large if developer goes bankrupt or has financial difficulties, project will be scrapped and properly left in unfinished state. Too much traffic will be generated. US 27 can't handle this traffic volume. Will ruin the most beautiful rural area of the county. We could have lived in the Villages, but chose this location due to rural nature of the

area. This will be forever lost.

Christian Hutchcroft – This land is covered by current Rural Protection Act. Stop trying to annex land into Leesburg to circumvent these protections. Say no to urban sprawl. Stop destroying ecosystems, water, tables, wildlife, and our quality of life.

Kisha Hutchcroft – The annexation of rural land in lake county, Howey-In-The-Hills destroys the rural society, plans & dreams of those who spent their lives striving for a slower priced life. This disease called “urban sprawl” also destroys the ecosystem & leaves no room for true economic diversity by forcing the population into a one-size fits all cookie cutter. I disapprove 100%.

Rosemarie Mastrosimone – The traffic and road conditions in and around CR 48 and the South end of 27 (in Leesburg) are terrible. There are also not enough schools for this area of Lake Co. to support such a large increase in homes.

Phillip Petta – There is way too much development on Hwy 27. The Hwy is far too busy now to be able to handle more development.

Joyce Graham – See attached

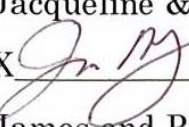
To whom it may concern,

Listed below are our reasons for disapproval of the proposed Whispering Hills development:

- 1) Continued urban sprawl into the little remaining rural areas in Lake County.
- 2) Severe increase in traffic to Number 2 Rd, Turkey Lake Road and CR 48.
- 3) Safety concerns for driving past Semi trucks and other large vehicles that would be required to drive on Number 2 Rd to build a development of such size. Currently, normal sized vehicles are forced to pull off the side of the road to accommodate passing larger vehicles due to the small width of the road.
- 4) Turkey Lake Rd being used as a major "cut through" road between Number 2 Rd and Dewey Robbins for ease of access to SR 27 and SR 19.
- 5) Construction to widen above roads that will be needed to accommodate the developing the proposed neighborhood and residents, creating more traffic issues.
- 6) Inevitable runoff and pollution to our surrounding bodies of water (small lakes and ponds) and water table from construction and habitation of such a large number of residences.
- 7) Displacement of wildlife creating significant issues to our local ecosystem.
- 8) Displacement of wildlife creating issues with over crowding onto surrounding rural properties.
- 9) Overall decimation to our current rural lifestyle.
- 10) Degrading our quality of life due to constant noise from construction.
- 11) Devaluation to our property and home.

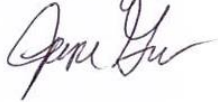
X  7/13/21

Jacqueline & Daniel Mizak – 7200 Turkey Acres Ln, Howey in the Hills, FL 34737

X 

James and Pamela Mizak – 7204 Turkey Acres Ln, Howey in the Hills, FL 34737

My family has lived in rural Howey-in-the-Hills since 1989 (32 years). We moved from Orlando to escape the crowded stressful life of the city and fell in love with the small-town charm, laid-back atmosphere, and natural beauty of Lake County. Most of you grew up in Leesburg, raised families, and are personally vested in this county. Do you really want to ruin our country life just to line the pockets of out-of-town builders and to view more rooftops? Rural life enhances the very beauty of our way of life and does not add stress or financial burden to our roads, schools, and hospitals. If you love your little piece of heaven, then you will support preserving our rural areas - THE VERY THING THAT MAKES LIVING HERE SO SPECIAL!

Sincerely,




CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Marsan Real Estate Group, LLC
PROJECT: Whispering Hills
REQUEST: PUD (Planned Unit Development) – residential and commercial
CASE NO.: PUD-21-120
MEETING DATE: July 22, 2021

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request is to rezone properties from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for a neighborhood mixed use development containing a mix of residential uses, town center with hotel, office and commercial uses and recreational amenities on property legally described in *Exhibit B dated April 1, 2021*, is consistent with appropriate legally mandated planning and development practices in Florida, including the establishment of zoning districts and supporting land development regulations.
2. The proposed request, as conditioned is compatible with adjacent property zoned PUD (Planned Unit Development) and Lake County CFD (Community Facility District), RP (Residential Professional), RMRP (Mobile Home Rental Park District), A (Agriculture) and R-1 (Rural Residential).
3. The proposed request as conditioned, is compatible with the proposed future land use designation of Neighborhood Mixed Use and with adjacent properties under the future land use designations of City of Leesburg Estate Residential and Institutional and Lake County Rural Transition and Rural.
4. The proposed request is consistent with the Comprehensive Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development, dated July 22, 2021) together with *Exhibits A through D* and attachments *LCPW-1* and *LCSB-1* attached hereto and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: July 22, 2021
OWNER: Marsan Real Estate Group, LLC
PETITIONER: Marsan Real Estate Group, LLC
PROJECT: Whispering Hills / Marsan
REQUEST: Annexation, Large Scale Comprehensive Plan Amendment, and PUD
CASE NO.: ANNX-21-118, LSCP-21-119, PUD-21-120

GENERAL LOCATION: East of US Highway 27, north of Dewey Robbins Road and south of County Road 48.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition, Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural, Lake County Urban Low Density, Lake County Rural Transition, City of Leesburg Estate Residential, City of Leesburg Institutional

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), Lake County CFD (Community Facility District), Lake County PUD (Planned Unit Development), City of Leesburg PUD (Planned Unit Development)
South – Lake County A (Agriculture), Lake County RP (Residential Professional)
East – Lake County A (Agriculture), Lake County R-1 (Rural Residential)
West – Lake County A (Agriculture), Lake County RMRP (Mobile Home Rental Park District), City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

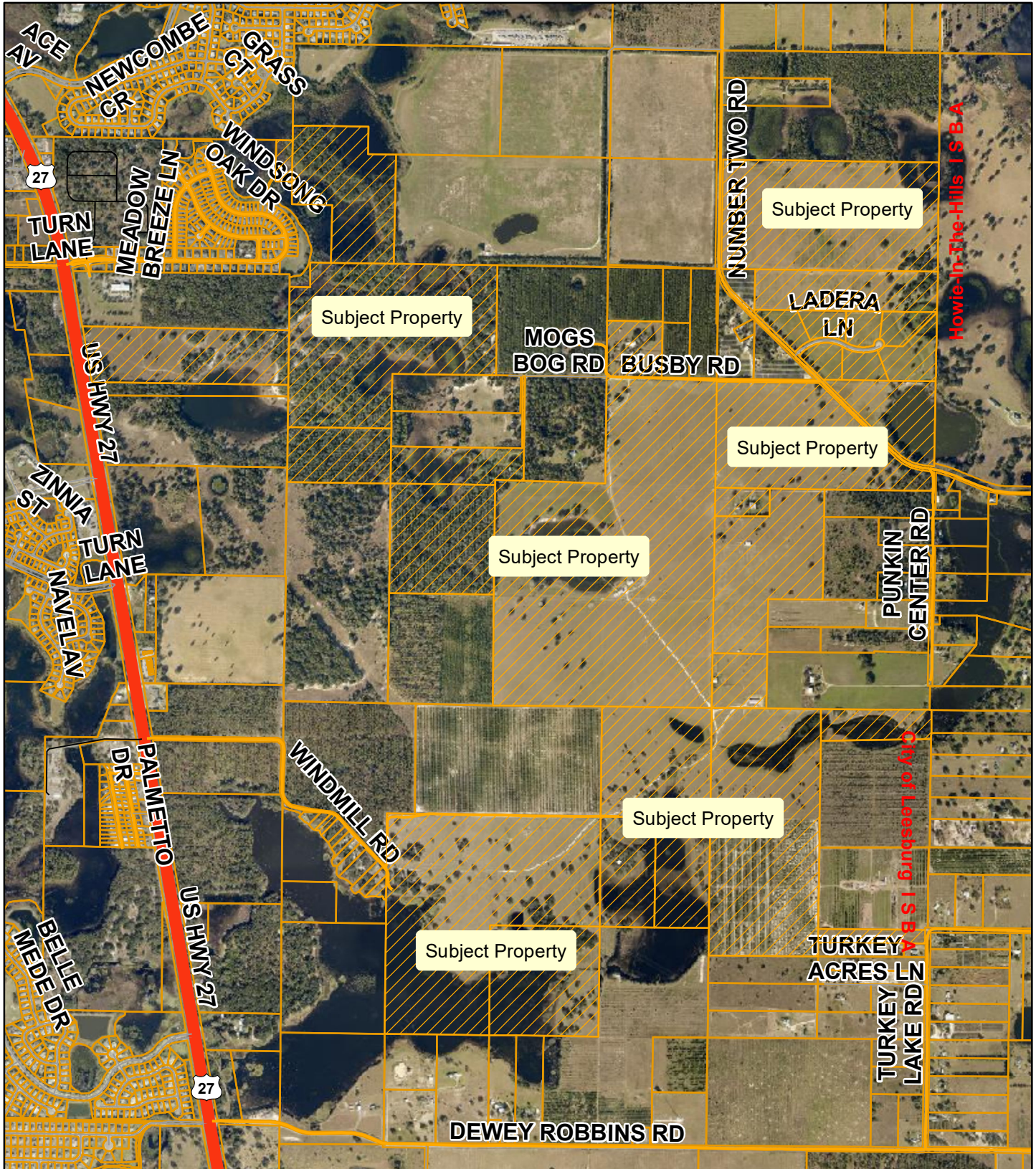
EXISTING LAND USE: Lake County Rural Transition, Lake County Rural

SURROUNDING EXISTING LAND USE:

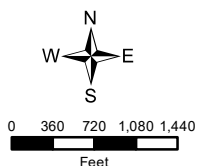
North – Lake County Rural
South – Lake County Rural
East – Lake County Rural
West – Lake County Rural, Lake County Urban Low Density, Lake County Rural Transition, City of Leesburg Estate Residential, City of Leesburg Institutional

PROPOSED LAND USE: Commercial and residential development

Aerial



**Planning
& Zoning
Division**

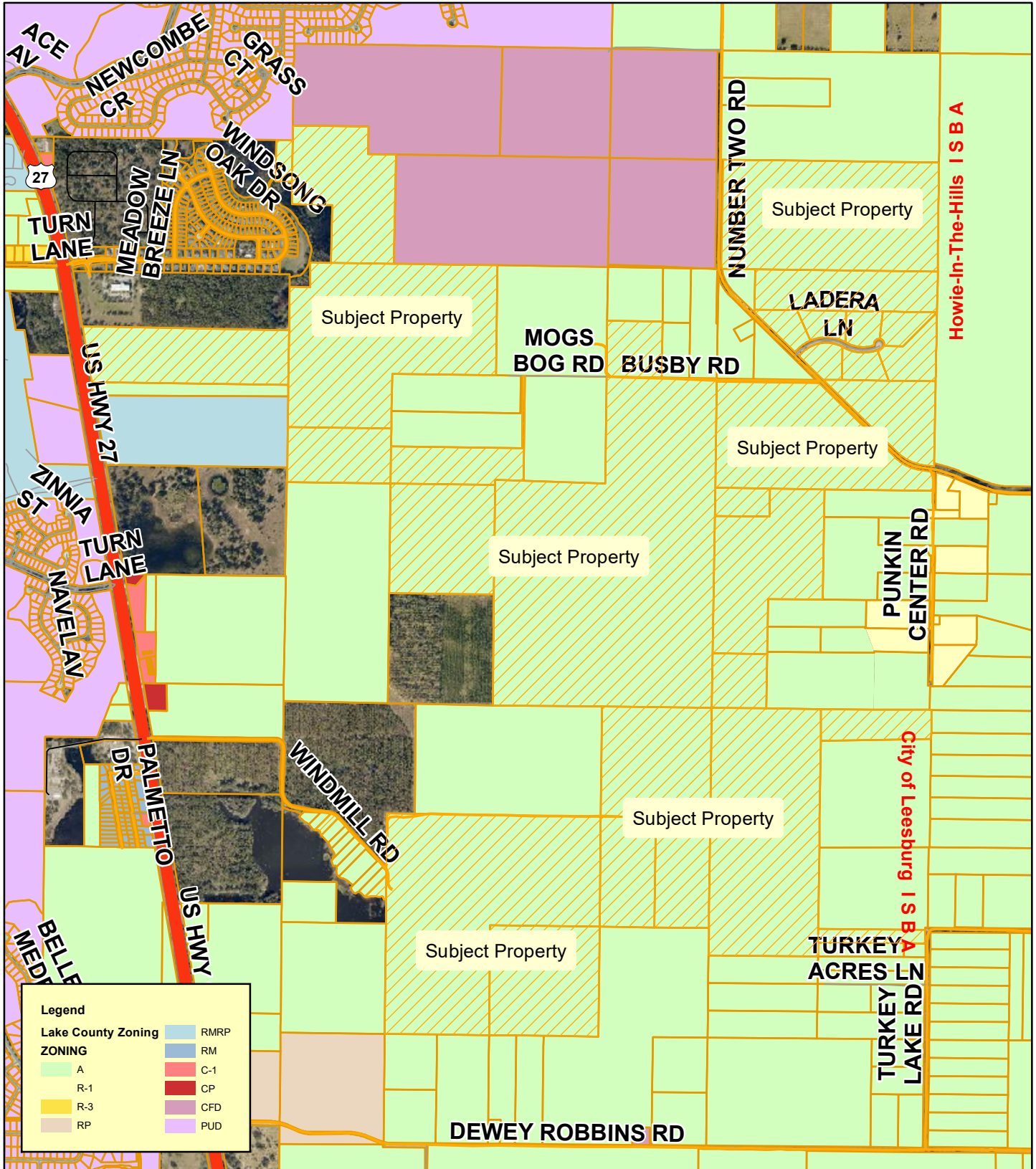


Whispering Hills LSCP-21119, PUD-21-120

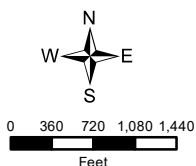
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Lake County Zoning



**Planning
& Zoning
Division**

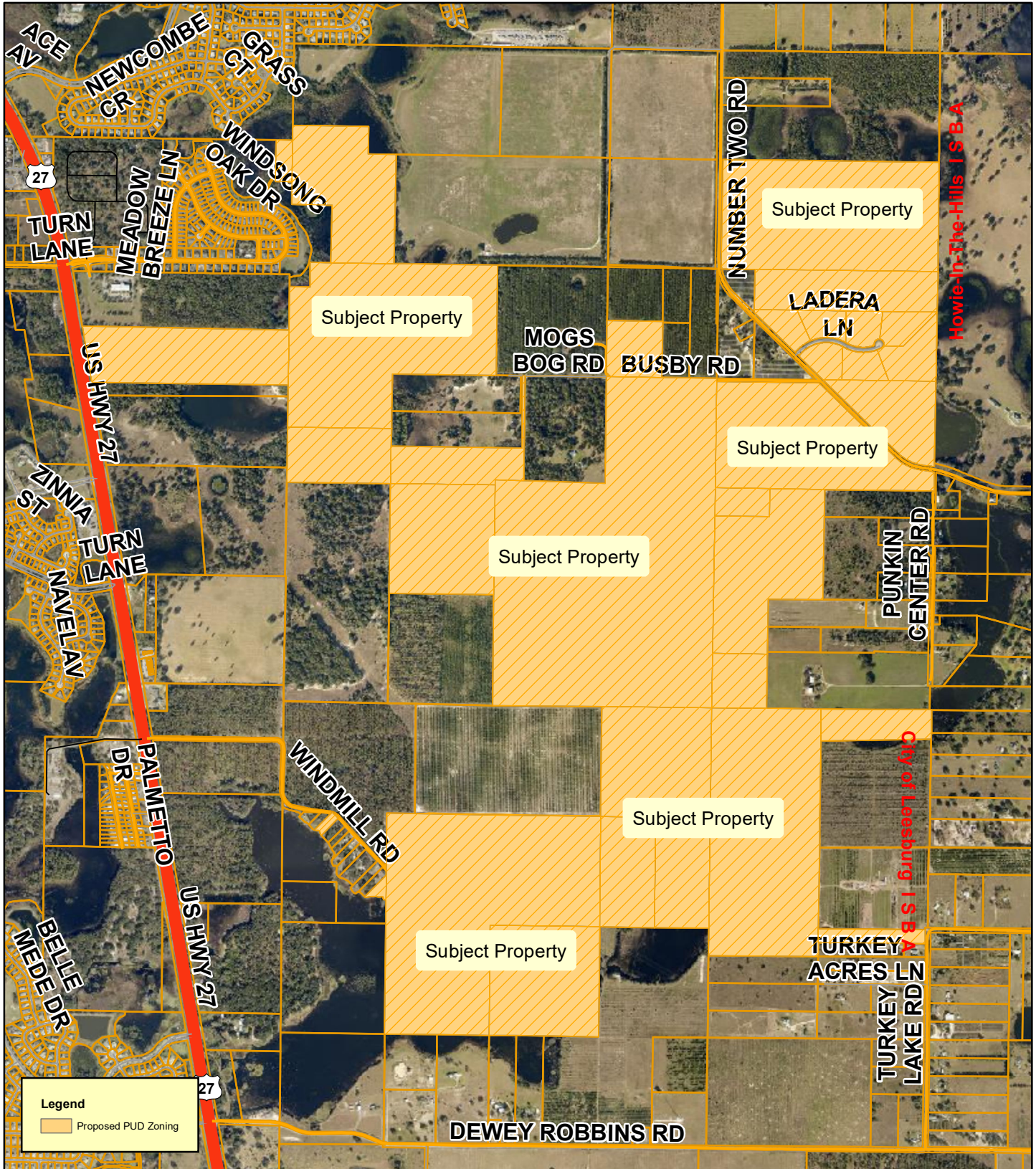


Whispering Hills LSCP-21119, PUD-21-120

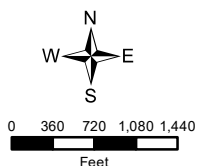
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Proposed Zoning



**Planning
& Zoning
Division**

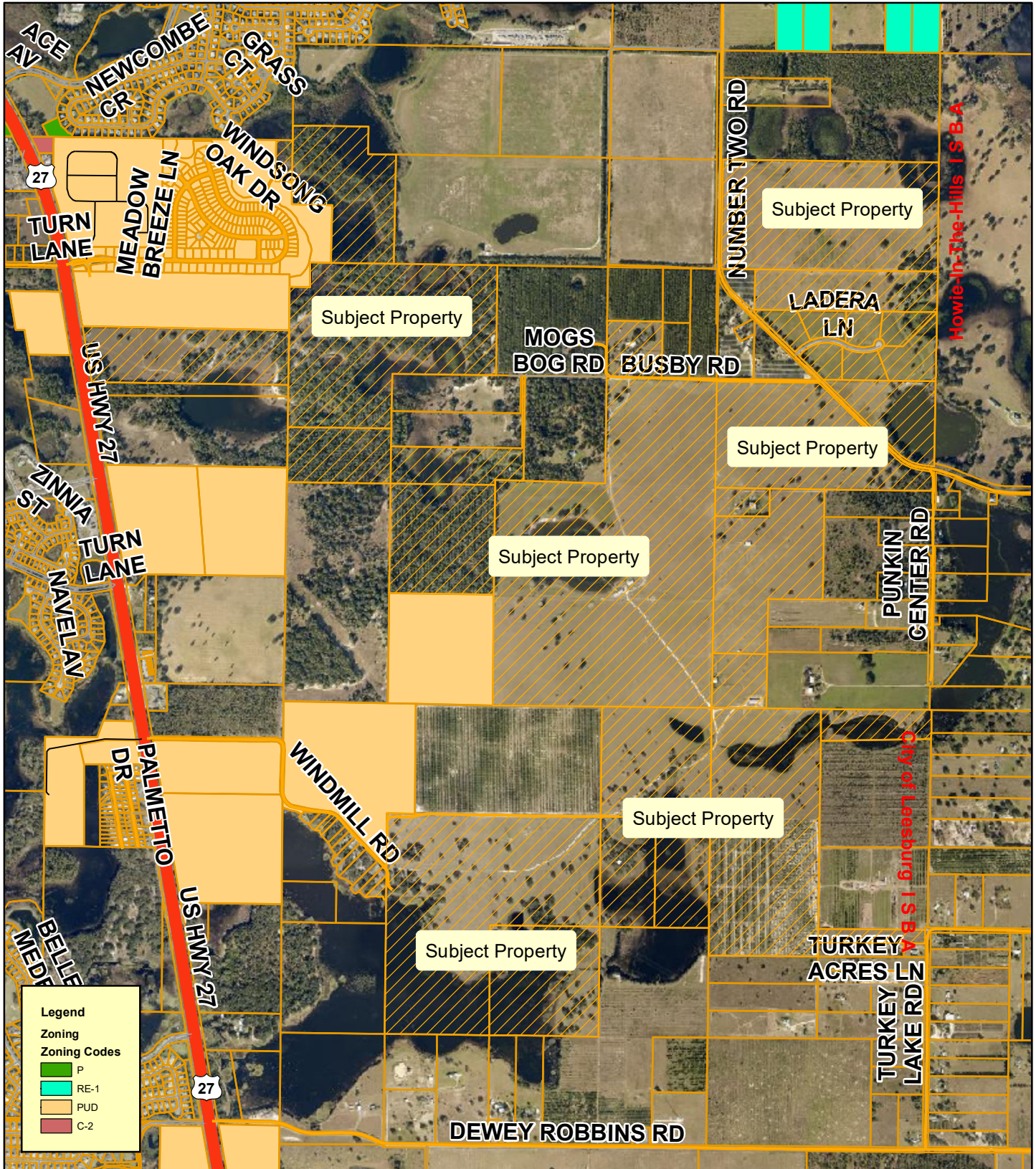


Whispering Hills LSCP-21119, PUD-21-120

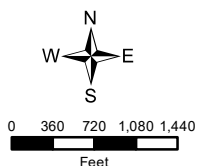
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Zoning



**Planning
& Zoning
Division**

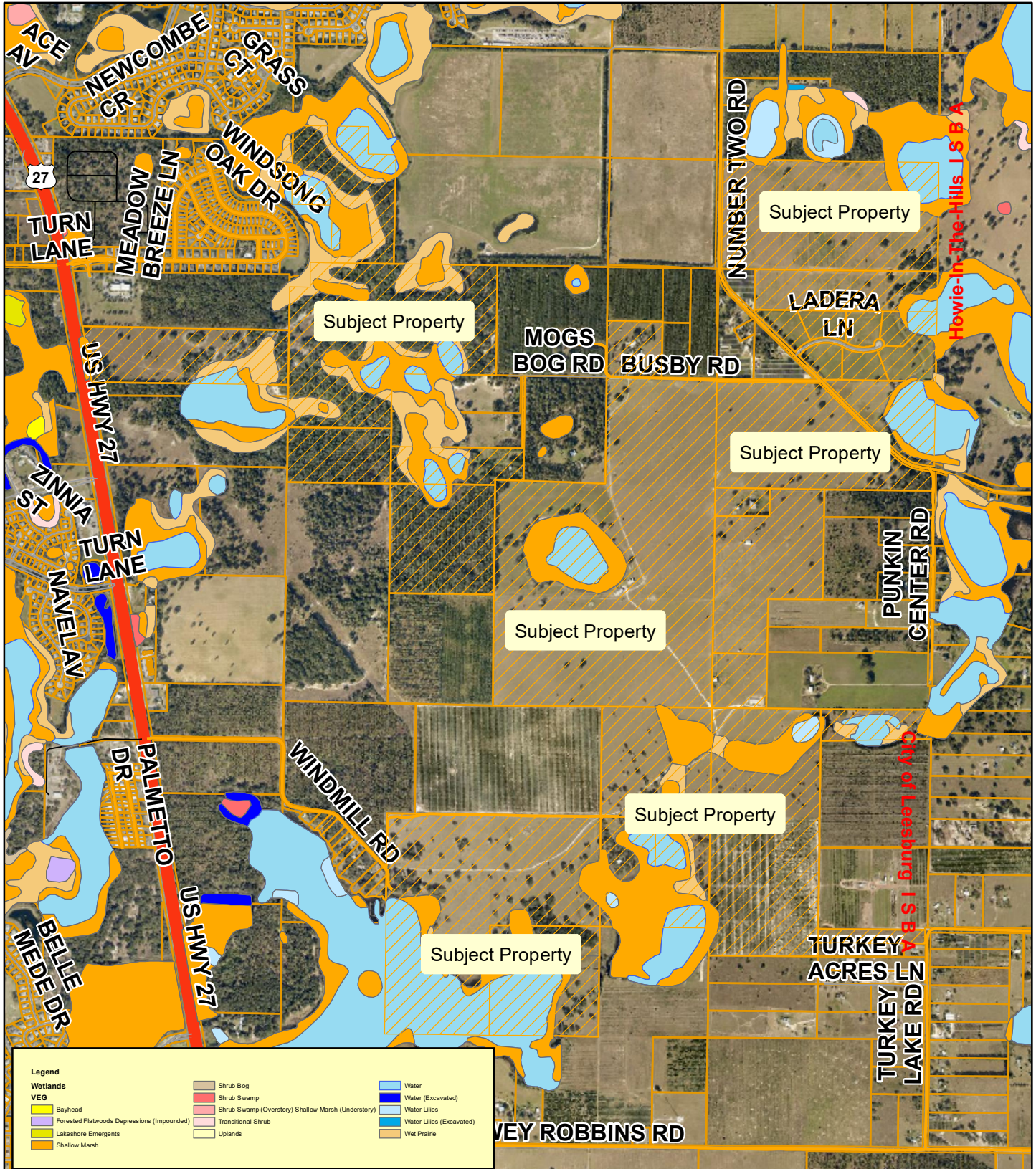


Whispering Hills LSCP-21119, PUD-21-120

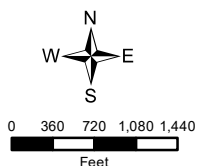
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Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Wetlands



**Planning
& Zoning
Division**

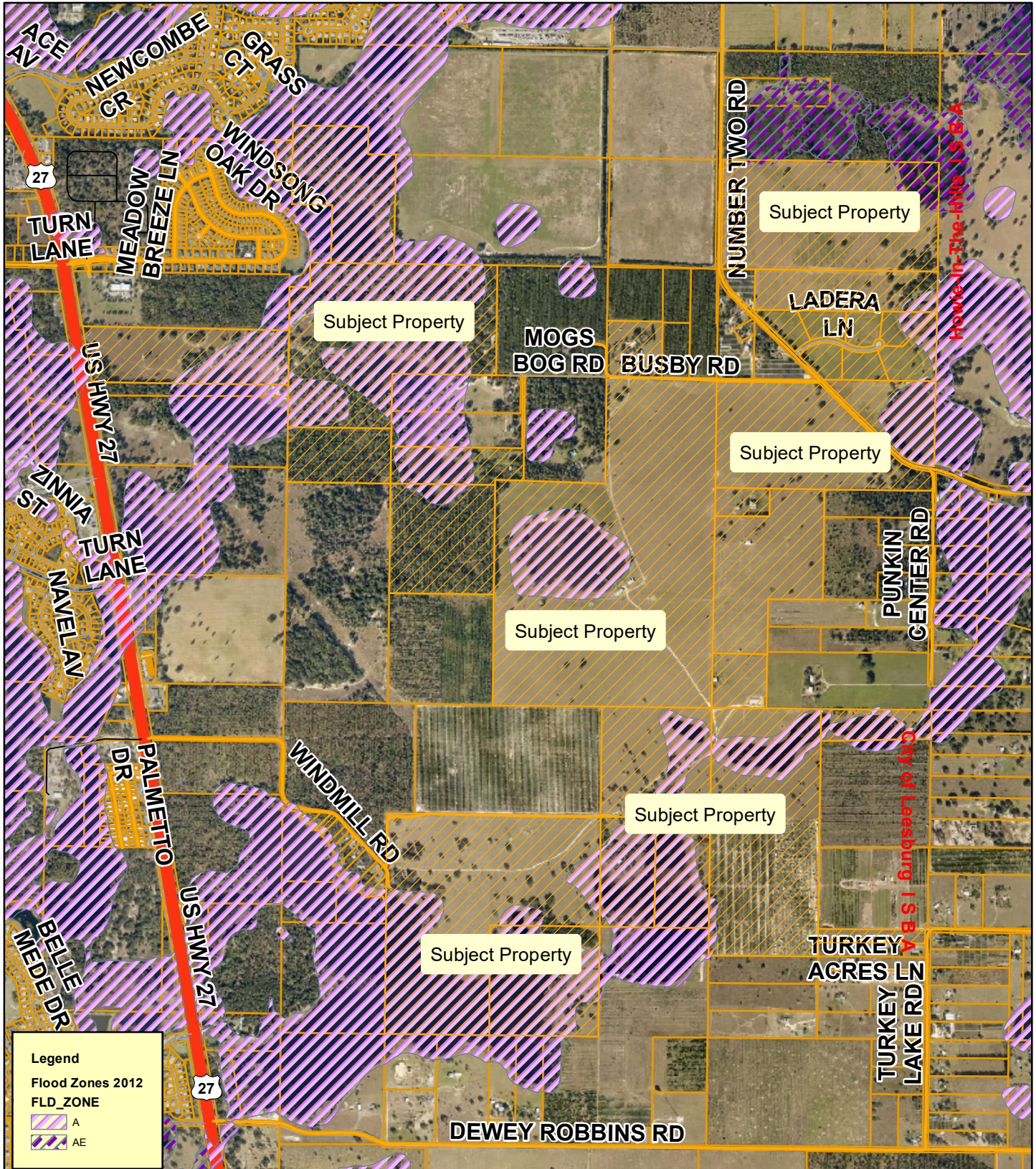


Whispering Hills LSCP-21119, PUD-21-120

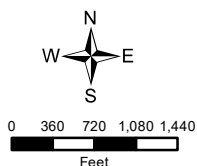
AKs: 1030111, 1030188, 1030234, 1030242, 1030315, 1036178, 1064848, 1209340, 1209412, 1209455, 1209498, 1209510, 1704146, 1780284, 1780659, 2865971, 3638000, 3766407, 3848919, 3848920, 3848921, 3848922, 3848923, 3848924, 3848925, 1704111, 1701252, 1704154, 1701287, 2788488, 1030196, 1030200, 3870986.

Sections 24; 25 Township 20 South, Range 24 East and
Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
June 30, 2021

Flood Zone



**Planning
& Zoning
Division**



Whispering Hills LSCP-21119, PUD-21-120

AKs: 1030111, 1030188, 1030234, 1030242, 1030315, 1036178, 1064848, 1209340, 1209412, 1209455, 1209498, 1209510, 1704146, 1780284, 1780659, 2865971, 3638000, 3766407, 3848919, 3848920, 3848921, 3848922, 3848923, 3848924, 3848925, 1704111, 1701252, 1704154, 1701287, 2788488, 1030196, 1030200, 3870986.

Sections 24; 25 Township 20 South, Range 24 East and
 Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East
 June 30, 2021



Close up of sign posting.



Posting of sign on site along Windmill Road.



Looking south from sign posting.



Looking north from sign posting.



Looking north along Number 2 Road from sign posting.



Looking west across Number 2 Road From sign posting.



Looking south along Number 2 Road from sign posting.



Posting of sign along Turkey Lake Road.



Looking south from sign posting (Turkey Lake Road).



Looking north from sign posting (Turkey Lake Road).



Looking east from sign posting (Turkey Lake Road).



Posting of sign on site along Number 2 Road.



Looking northwest along Number 2 Road from sign posting.



Looking west across Number 2 Road from sign posting.



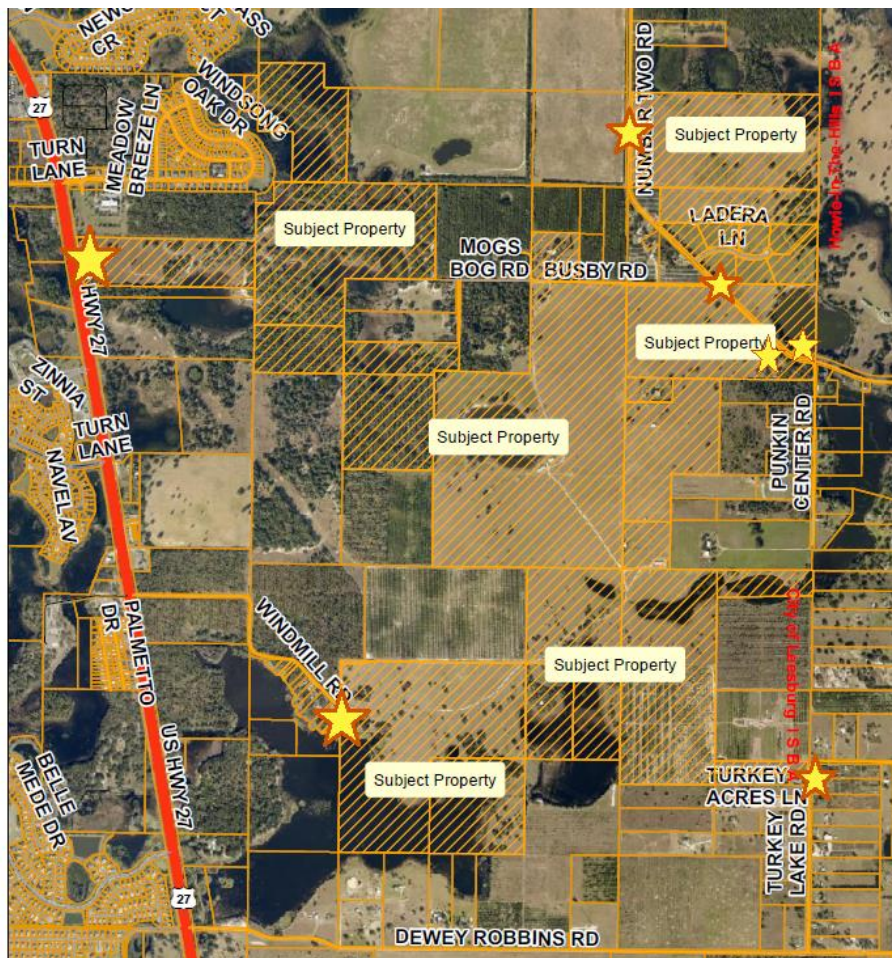
Looking north along Number 2 Road from sign posting.



Looking east across Number 2 Road from sign posting.



Looking north along Number 2 Road from sign posting.



Approximate sign posting locations.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.2.

Meeting Date: September 13, 2021

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, relating to the provision of Fire Protection Services, facilities and programs in the City of Leesburg, Florida; imposing Fire Protection Assessments against assessed property located within the City for the Fiscal Year Beginning October 1, 2021; approving the rate of assessment; approving the assessment roll; and providing for an effective date.

Staff Recommendation:

Approve the attached resolution establishing the Annual Fire Assessment Fees for FY 21-22.

Analysis:

On June 28, 2021, the City Commission adopted the preliminary Fire Assessment resolution. This resolution adopts the final fire assessment rates for fiscal year beginning October 1, 2021. The rates remain unchanged from the prior fiscal year. The estimated amount to be collected in Fiscal Year 2021-22 is \$1,746,000 before any buy downs (i.e. Church properties). Below is the Fire Protection Rate Schedule:

Residential Property Use

<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$87.00

Non-Residential Property Use

<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;

- b. Mobile Home Park and Residential Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- c. Wholly tax-exempt Church property used primarily for religious purposes

Those seeking an exemption under categories (a) and (b) above must file an annual written application on the form provided by the City, with such information as is required by the Ordinance, no later than May 1 of each year. Failure to file an application by the deadline shall be a complete waiver of the exemption of that Fiscal Year. Any new churches seeking an exemption under category (c) above must file a written application that first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. City administrators shall apply eligibility for an exemption based on the information provided by the applicant.

Both the fire protection service non-ad valorem assessment and the ad valorem taxes will be collected on the ad valorem bill mailed each November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Procurement Analysis:

N/A

Options:

1. Approve the attached resolution establishing the final Fire Assessment rates for FY 21-22; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This resolution will generate up to approximately \$1,515,000 in Fire Assessment revenue.

Account No. 001-0000-325-2100 & 2200

Submission Date and Time: 9/8/2021 11:13:18 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION
SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LEESBURG,
FLORIDA; IMPOSING FIRE PROTECTION ASSESSMENTS AGAINST
ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL
YEAR BEGINNING OCTOBER 1, 2021; APPROVING THE RATE OF
ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, The City Commission of Leesburg, Florida (the "City Commission"), has enacted Ordinance No. 2015-10 (the "Ordinance"), which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost amount parcels of Assessed Property;

WHEREAS, the City Commission desires to implement a fire protection assessment program in the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2021;

WHEREAS, on April 13, 2015, the City Commission adopted the Initial Assessment Resolution No. 9580;

WHEREAS, on June 22, 2015, the City Commission adopted the Final Assessment Resolution No. 9618;

WHEREAS, the City Commission on June 8, 2020, adopted an Amended and Restated Initial Assessment Resolution, Resolution No. 10,660 amending and restating Resolution No. 9580;

WHEREAS, the City Commission, on June 28, 2021, adopted Resolution No. 10,877, (the "Preliminary Assessment Resolution");

WHEREAS, the Preliminary Assessment Resolution contains and references a brief and general description of the fire protection services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2021, the Ordinance requires the City Commission to adopt an Annual Assessment Resolution which established the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, after hearing comments and objections of all interested parties;

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed, as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix A and proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was scheduled for, and held on, September 13, 2021, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. **AUTHORITY.** This resolution is adopted pursuant to Ordinance No. 2015-10,1 Resolution 10,660; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. **DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Annual Assessment Resolution as defined in Ordinance No. 2015-10. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Preliminary Assessment Resolution.

SECTION 3. **IMPOSITION OF FIRE PROTECTION ASSESSEMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specifically benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Preliminary Assessment Resolution, in the amount of the Fire Protection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specifically benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Preliminary Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations, and findings as set forth in the Ordinances, the Preliminary Assessment Resolution, and this Amended and Restated Final Assessment Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution,

(B) The method for computing Fire Protection Assessments described and referenced in the Preliminary Assessment Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix E and adopted as Section 9 of the Initial Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2021, the estimated Fire Protection Assessed Cost to be assessed is estimated to be \$1,746,000.00. The Fire Protection Assessments to be assessed and

apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2021, and hereby established as follows:

Residential Property Use

<u>Categories</u>	<u>Rate Per Dwelling Unit</u>
Residential	\$87.00

Non-Residential Property Use

<u>Categories</u>	<u>Rate Per Square Foot</u>
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

(D) The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2021.

(E) Exemptions shall be afforded certain classifications of property as provided in Section 10-45 of the Ordinance. All property not specifically exempted, in whole or in part, shall be liable for payment of Fire Protection Assessments.

(F) As authorized in Section 10-46 of the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of a Final Assessment Resolution, based upon the rates of assessment approved herein.

(G) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law, or authorized by Section 10-45 of the Ordinance, shall be supplemented by any legally available funds or combinations of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed, of equal rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in Ordinance 2015-10, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate of Non- Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Preliminary Assessment Resolution is hereby ratified and confirmed.

SECTION 5. **EFFECT OF ADOPTION OF RESOLUTION.** The adoption of an Annual Assessment Resolution shall constitute final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment as assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the adopted Annual Assessment Resolution.

SECTION 6. **SEVERABILITY.** if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 13th day of September 2021.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

APPENDIX A

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Al Minner who, after being duly sworn, deposes and says:

1. Al Minner as City Manager of the City of Leesburg, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation and mailing of notices in accordance with Ordinance 2015-10 (the "Ordinance") and in conformance with the Preliminary Assessment Resolution adopted by the City Commission on June 28, 2021 (the "Preliminary Assessment Resolution").

2. In accordance with the Ordinance, GSG, Inc. timely provided all necessary information for notification of the Fire Assessment to the Property Appraiser of Lake County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. On August 16, 2021, the Lake County Property Appraiser caused to be mailed, by first class mail, the fire services assessment notices as part of the TRIM notices to each affected property owner at the addresses then shown on the real property assessment tax roll database maintained by the Lake County Property Appraiser. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

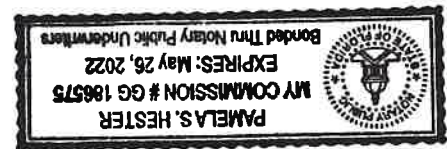
FURTHER AFFIANTS SAYETH NOT.

[Signature]
affiant

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 31st day of August, 2021 by Al Minner, City Manager City of Leesburg, Florida. He is personally known to me or has produced _____ as identification and did take an oath, and who appeared by means of X physical presence or _____ on-line notarization.

[Signature]
Notary Public, State of Florida at Large
Pamela S. Hester
Printed Name
My Commission Expires: May 26, 2022
Commission No. GG186575



LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

City Of Leesburg - City Hall
501 W Meadow ST
Leesburg FL 34748-5153

STATE OF FLORIDA, COUNTY OF LAKE

The Daily Commercial, a newspaper printed and published in the city of Leesburg, and of general circulation in the County of Lake, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

08/23/2021

and that the fees charged are legal.

Sworn to and subscribed before on 08/23/2021

Nicole Jacobs
Legal Clerk

Sarah Bertelsen
Notary, State of WI, County of Brown

7/27/25

My commission expires

Publication Cost: \$546.64

Order No: 6163933

Customer No: 526639

PO #:

of Copies:

-1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the City Commission of the City of Leesburg will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the municipal boundaries of the City of Leesburg.

The hearing will be held at 5:30 p.m. on September 13, 2021 at the Venetian Center, 1 Dozier Court, Leesburg, Florida, 34748 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact Mrs. J. Andi Purvis, City Clerk, at (352) 728-9786, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment rate schedule:

Residential Property Use Categories	Rate per Dwelling Unit
Residential	\$87.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.05
Industrial/Warehouse	\$0.02
Institutional	\$0.15
Church	\$0.04

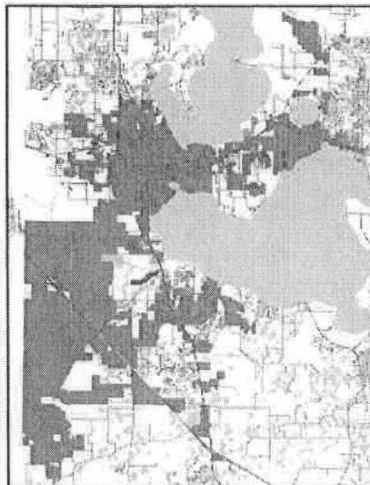
The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance.
- Wholly tax exempt Church property used primarily for religious purposes.
- Exemptions are available only to property owners who timely filed a written application for exemption or who are otherwise entitled to an exemption under the Fire Protection Assessment Ordinance. Failure to file an application by the deadline shall be a complete waiver of the exemption for fiscal year 2021 - 2022. Those seeking an exemption under category (c) above must file the referenced application in the first year the exemption is sought, after which the exemption will continue unless there is a change in the use of the property. The City Administrator determines eligibility for an exemption based on the information provided by the applicant.

Copies of the Fire Protection Assessment Ordinance, the Initial Assessment Resolution and the preliminary Assessment Roll are available for inspection at the City Clerks Office, City Hall, located at 501 West Meadow Street, Leesburg, Florida 34748.

The fire protection service non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November, 2021. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City at (352) 728-9783, Monday through Friday between 9:00 a.m. and 4:30 p.m.



CITY COMMISSION
CITY OF LEESBURG, FLORIDA

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS**

I HEREBY CERTIFY that, I am the City Manager of the City of Leesburg, Florida (the "City"); as such I have satisfied myself that all property included or includable on the **City of Leesburg Non-Ad Valorem Assessment Roll** for fire protection is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Lake County Tax Collector by **September 15, 2021.**

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Lake County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2021.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Al Minner, City Manager

[to be delivered to Tax Collector prior to September 15]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.3.

Meeting Date: September 13, 2021

From: Ken Thomas, (Housing Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, adopting the Language Access Plan for Limited English Proficiency Persons for the Rebuild Florida General Infrastructure Program Community Development Block Grant (CDBG) Disaster Mitigation Program and other Federally Funded Grant Programs to harden the City of Leesburg Griffin Road Facility; and providing an effective date.

Staff Recommendation:

Staff recommends approval of Resolution adopting the Language Access Plan for Limited English Proficiency Persons for the Rebuild Florida General Infrastructure Program CDBG required for application to harden the Griffin Road Facility.

Analysis:

The Department of Economic Opportunity is making available \$175,000,000 in a second round Rebuild Florida General Infrastructure Program through the Community Development Block Grant - Mitigation (CDBG-MIT) Program assistance for the 2021 Federal Fiscal Year funding year, under which communities impacted by Hurricane Hermine, Matthew and Irma can apply for and receive funds to assist with mitigation efforts. The City will apply for the CDBG-MIT program to harden the City of Leesburg Griffin Road Facility.

However, to apply for the CDBG-MIT program and other federal grants, the City has an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services and activities. The City is required to conduct a Four Factor Analysis using the documentation provided by DEO, to determine whether the City is required to submit a Language Access Plan to address the Language Access Policy, translation of required vital documents, and requirements for citizen participation.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

Submission Date and Time: 9/8/2021 11:14:30 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ADOPTING THE LANGUAGE ACCESS PLAN FOR LIMITED
ENGLISH PROFICIENCY PERSONS FOR THE REBUILD FLORIDA
GENERAL INFRASTRUCTURE PROGRAM COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) DISASTER MITIGATION PROGRAM AND OTHER
FEDERALLY FUNDED GRANT PROGRAMS TO HARDEN THE CITY OF
LEESBURG GRIFFIN ROAD FACILITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida would receive \$680,411,000 in funding to support long-term mitigation efforts (following Hurricanes Hermine, Matthew and Irma) through HUD's Community Development Block Grant Mitigation (CDBG-MIT) Program.

WHEREAS, The Department of Economic Opportunity (DEO) has allocated \$475,000,000 in funding for the Rebuild Florida General Infrastructure Program through the Community Development Block Grant – Mitigation (CDBG-MIT) Program.

WHEREAS, the DEO is making available \$175,000,000 in a second round Rebuild Florida General Infrastructure Program through the Community Development Block Grant – Mitigation (CDBG-MIT) Program assistance for the 2021 Federal Fiscal Year funding year, under which communities impacted by Hurricanes Hermine, Matthew and Irma can apply for and receive funds to assist with mitigation efforts.

WHEREAS, the City of Leesburg plans to apply for a grant under the Florida CDBG-MIT program and may from time-to-time apply for other federal grants, and as part of the requirements to be such a grant recipient, the City has an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities.

WHEREAS, under the grant requirements, the City is required to conduct a Four Factor Analysis using the documentation provided by the Florida Department of Economic Opportunity, to determine whether the City is required to submit to the Florida Department of Economic Opportunity a Language Access Plan to address the Language Access Policy, translation of required vital documents, and requirements for citizen participation.

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

SECTION 1. Adoption of the Language Access Plan. The City conducted the Four Factor Analysis in accordance with the Florida Department of Economic Opportunity requirements as further described in Attachment A and is required to submit to the Department a Language Access Plan to address the Language Access Policy, translation of required vital documents, and requirements for citizen participation. The City Commission hereby approves and adopts the Language Access Plan for Limited English Proficiency Persons in the form attached hereto as Attachment A. The Mayor and the City Clerk are hereby authorized to take all actions necessary to provide the Language Access Plan to the Florida Department of Economic Opportunity in the form required by the Department.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND RESOLVED on this 13th day of September 2021, by the City Commission of the City of Leesburg, Florida.

**CITY COMMISSION
CITY OF LEESBURG, FLORIDA**

By: John H. Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Commission Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Commission Member _____ and upon roll call on the motion the vote was as follows:

COMMISSION MEMBER

YEA

NAY

Mayor John Christian

Mayor Pro-Tem Mike Pederson

Commissioner Jim Burry

Commissioner Jay Connell

Commissioner Dan Robuck

Mayor

ATTEST:

City Clerk

**FOUR-FACTOR ANALYSIS
and
LANGUAGE ACCESS PLAN
FOR LIMITED ENGLISH PROFICIENCY
PERSONS**

**COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

CITY OF LEESBURG, FLORIDA

Purpose: In compliance with Executive Order 13166, the City of Leesburg, Florida has developed the following Four Factor Analysis for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

City of Leesburg Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the City of Leesburg will undertake to guarantee access to the City of Leesburg's Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

The City of Leesburg utilized American Community Survey data Table # S1602. Based on this data, the City of Leesburg does meet the 1,000 or 5% LEP persons threshold for Spanish and French languages.

2. The frequency with which the LEP persons come into contact with the program.

The proposed project is an infrastructure project that does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

3. The nature and importance of the program, activity, or service provided by the program.

The proposed project does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

4. The resources available and costs to the recipient.

Currently, there are free websites that can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to the City of Leesburg.

CITY OF LEESBURG, FLORIDA
Language Access Plan

As a result of the preceding Four-Factor Analysis, the City of Leesburg, Florida has identified the following types of language assistance to be provided on an as needed basis by the City of Leesburg throughout the implementation of the CDBG program:

- All CDBG citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish and French on bulletin boards at the City Hall and in public places throughout the proposed project area(s) and/or the community.
- All CDBG citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish and French on the City of Leesburg's Website.
- Additionally, all published citizen participation notices will include a statement in Spanish and French indicating the citizen participation notices as well as other program materials are published on the City of Leesburg's Web Site and are available in Spanish and French upon request.
- All citizen participation notices will include a statement that translators will be available at public meetings upon prior request.
- If needed, a translator may be retained to provide oral translation in the field during the implementation of the project activities.
- If other populations of LEP persons are identified in the future, the City of Leesburg will consider additional measures to serve the language access needs of those persons.

Adopted:

Date Adopted

Attest

J. Andi Purvis, City Clerk

John H. Christian, Mayor

Rebuild Florida CFHP Grant
Griffin Road Facility Hardening
Project Description

The City of Leesburg's Municipal Operations Center for the Electric Department is located at 2010 Griffin Road, Leesburg Florida. This facility houses the City's workforce necessary to maintain, operate, design, build and meter the various electric distribution and substation infrastructure needed to serve approximately 26,000 customers in the Central Florida region. The Griffin Road facility also contains the City's warehouse, transformer shop, fueling station and our Distribution Operating Center.

The Griffin Road Facility is used as the headquarters for the City of Leesburg's Electric Department, the City's warehousing facility and a fuel filling station. The Electric Department is comprised of approximately 50 personnel supporting the electric distribution and substation construction and maintenance, operations, engineering, metering and administrative personnel. The distribution construction and maintenance group is the largest group made up of 25 line technicians. The City of Leesburg warehouse, while managing the electric equipment inventory, also supports the gas and water distribution departments as well as general city warehousing needs. The Griffin Road Facility also provides support to the tree trimming and underground construction contractors that support the Electric Department.

The initial Municipal Operations building was built in 1975. It was a 3,840 square foot, single story office complex. In 1990, a two story 8,576 square foot office building was attached to the complex. This area was needed in order to support the increased personnel required for supporting the electric distribution infrastructure.

Generator: The existing on-site 150 KW emergency electrical generator, installed in 2000, does not meet the needs of the facility. The existing generator will need to be replaced with a 200 KW emergency electrical generator and the generators network expanded so that other critical areas within the Griffin Road Complex can be included in the generator loop.

Remodel: The Griffin Road facility built in 1990 at the time was large enough to support the needs of the electric department. Since that time, the City of Leesburg's electric department has seen increases in staff, duties, responsibilities and functions. This same location also is used to support the City's tree trimming and underground construction contractor. A remodel of the facility to expand and improve our meeting rooms, breakrooms, the bathrooms and showering facilities are necessary to support restoration personnel during mutual aid events.

During times of emergency, the Griffin Road Facility also serves as the center of operations, planning and logistical support personnel. In this capacity the facility supports storm response personnel needs associated with staging, planning and feeding the workforce. Mutual aid on-boarding activities and logistic support activities reside within the complex. The City has identified areas within the complex for the caterers to prepare and serve meals to the emergency responders.

Dry proof: As stated earlier, the original facility, that is still utilized, was built in 1975. The Griffin Road facility addition was added in 1990. The building was constructed using the concrete tilt wall panel installation method. Over the years the sealant used for the seams and windows has deteriorated and

needs resealing. During the wind and rain from Hurricane Irma in 2019 a number of significant leaks were detected.

Steel Roll Up Doors: The Griffin Road facility has two set of automatic double glass doors on the south side of the building and a single, manual glass door on the north of the building. All other doors are standard steel doors. In order to properly secure the building during tropical storm events, it will be necessary to replace the three glass doors with steel roll up doors.

The Risk that will be mitigate is if the primary electric feed goes out the existing backup electrical generator is not large enough to support the full operation of the facility. Additionally, the Griffin Road facility, in its current configuration, does not support the personnel that will need to utilize it as a staging area during times of emergency operations.

The Service Area for the project includes everyone who is served by the City of Leesburg Electrical Utility. Based upon the Census Tract and Block Group data the Service Area is 54.3% Low and Moderate Income. Based upon the census data this application is being submitting under the Benefit to Low and Moderate Income (LMI) Persons National Objective.

The team that would carry out the project will be led by City Staff under Brad Chase the City's Electrical Utility Director. He will work with the City's engineering consultant to develop the design and bid the project. Working with the City's Electrical Department Engineer's, Mr. Chase has identified the CDBG-MIT CFHP project needs and develop the initial cost estimate for this project. The design of the project is complete. Once the Environmental Review process has been completed and the plans and specifications for the project approved by DEO, the project will be competitively bid out and the lowest responsive acceptable bidder will be selected to construct the improvements.

The City anticipates using a knowledgeable firm to administer the grant. The firm Fred Fox Enterprises prepared this grant application for the City. The City anticipated Fred Fox Enterprises will respond to the City's Request for proposals to manage the project, if funded. Fred Fox Enterprises have been writing and managing Small Cities CDBG and CDBG-DRI projects in the State of Florida for the past thirty-six (36) years. Working initially with the Florida Department of Community Affairs (DCA) and more recently with the Florida Department of Economic Opportunity (DEO), Fred Fox Enterprises has written, and managed CDBG projects funded through the State of Florida in the following categories.

- One Hundred Seventy-seven (177) Small Cities Neighborhood Revitalization projects
- Sixty-seven (67) Small Cities Housing Rehabilitation projects
- Forty-three (43) Small Cities Commercial Revitalization projects
- Forty-three (43) Small Cities Economic Development projects
- **Nineteen (19) Disaster Recovery Initiative projects.**

The anticipated outcomes for this project is the Griffin Road Facility will have sufficient backup electrical power to operate the Griffin Road facility during times of emergencies such as a natural disaster. Additionally, the facility will have the infrastructure in place to act as a staging area during critical emergency events. The proposed improvements will ensure the Griffin Road Facility will have the capacity to serve as a fully functioning operations, planning and logistical support center during and immediately after natural disasters such as hurricanes have impacted the community.

The City's Police Department Headquarters, including the EOC is maintained and will continue to be maintained by City staff after the project is complete. This will include regular O&M procedures on the existing emergency backup generator. City staff will identify maintenance needs and prioritize them along with their other routine maintenance tasks.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.4.

Meeting Date: September 13, 2021

From: Al Minner, (City Manager)

Subject: Consider American Recovery Act Potential Projects

Staff Recommendation:

No formal action is required at this time.

Analysis:

The City of Leesburg will be receiving \$11.8 Million in funding from the American Recovery Act Grant. Funds will come in two draws and will be required to be spent by 2025. The purpose of this item is to begin considering how the funds will be spent to assist Leesburg in recovering from the COVID Pandemic. Below is a recommended spending plan which focuses on providing funds to those people affected greatest by the pandemic and infrastructure improvement:

Boys & Girls Club Operation Revenue Replacement	\$	400,000
West CDC	\$	750,000
Leesburg CDC	\$	750,000
City of Leesburg Revenue Replacement	\$	1,000,000
Pine Street Redevelopment Project	\$	2,400,000
Turnpike Wastewater Facility Expansion	\$	6,500,000
	\$	11,800,000

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time:

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
July 31, 2021

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,425.00
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,400.00
			\$	<u>3,825.00</u>

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
Branam, James Construction		Damage to City Property	\$	698.24
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Harrison, Randy Jay		Damage to City Property	\$	5,780.41
Holston, Judith		Damage to City Property	\$	1,044.05
Humphreys, Brian Conrad		Damage to City Property	\$	600.67
Slayton-Munday, Steven		Damage to City Property	\$	671.62
Stiglianese, Margaret		Damage to City Property	\$	381.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	<u>28,301.33</u>

042 Fund

Infinite Communications		Damage to City Property	\$	6,812.37
			\$	<u>6,812.37</u>

048 Fund

Brown, Ashley		Damage to Airport Property	\$	530.00
			\$	<u>530.00</u>

013 FUND TOTAL	\$	3,825.00		
041 FUND TOTAL	\$	28,301.33	Total	\$ <u>39,468.70</u>
42 FUND TOTAL	\$	6,812.37		
48 FUND TOTAL	\$	530.00		
	\$	39,468.70		

Expected write offs as of Jul 31, 2021

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2019 and 2020.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2019-2020	\$ 284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2020 - Month by Month
10/01/19- 09/30/20

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,944	1	77
November	31,154	4	86
December	36,983	0	96
January	37,762	6	101
February	26,751	3	80
March	19,023	5	68
April	32,336	4	81
May	21,442	5	53
June	17,783	3	64
July	17,863	3	51
August	7,320	0	29
September	15,920	2	35
Accounts to be written off*	\$ 284,281	36	821
Prior Yr to Date	\$ 342,912	47	887
difference - () negative	\$ 58,631	11	66

Average Account Balance	
Commercial	Residential
142.21	257.17
128.78	326.26
0.00	385.24
259.66	358.46
326.45	322.14
267.03	256.20
316.00	383.60
268.40	379.22
432.26	257.60
1,371.46	269.58
0.00	252.40

Projected
Fiscal year 2020 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 19,918	3	53	511.79	346.85
November	41,356	6	79	247.65	504.69
December	36,068	3	77	546.70	445.82
January	40,881	4	77	107.41	530.92
February	41,591	2	85	333.51	481.46
March	24,850	1	51	28.37	496.43
April	29,628	2	62	84.85	475.14
May	15,228	1	45	1,033.28	315.45
June	23,799	2	64	220.87	364.96
July	12,964	1	54	86.00	238.48
August					
September					
Accounts to be written off	\$ 286,283	25	647		
Prior Yr to Date	\$ 261,041	34	757		
difference - () negative	\$ 25,242	(9)	(110)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on Jul 31, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 24,436,337	\$ 16,915,222	\$ 8,486,149	\$ 25,401,371	104%	(\$ 965,034)
Special Revenue Funds						
013 Housing Assistance	114,756	59,967	0	59,967	52%	54,789
021 Debt Service Fund	1,346,800	0	1,613,347	1,613,347	120%	(266,547)
031 Capital Projects Fund	10,087,092	341,301	817,985	1,159,285	11%	8,927,807
132 Local Option Sales Tax	1,556,226	1,860,900	0	1,860,900	120%	(304,674)
121 Police Forfeiture Fund	5,830	576	0	576	10%	5,254
122 Police Education Fund	5,000	3,947	0	3,947	79%	1,053
133 Gas Tax	993,103	556,676	0	556,676	56%	436,427
141 Police Impact Fees	96,776	217,977	0	217,977	225%	(121,201)
142 Fire Impact Fees	0	21,873	0	21,873	0%	(21,873)
143 Recreation Impact Fees	0	167,179	0	167,179	0%	(167,179)
151 Building Fund	1,159,531	784,779	41,640	826,419	71%	333,112
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	595,880	545,661	0	545,661	92%	50,219
017 Carver Heights CRA Fund	394,744	414,442	0	414,442	105%	(19,698)
018 Highway 27/441 CRA Fund	1,057,550	1,193,065	0	1,193,065	113%	(135,515)
Total General Governmental Funds	41,849,625	23,083,563	10,959,121	34,042,684	81%	7,806,941
Enterprise Funds						
014 Stormwater Utility Fund	1,590,070	1,355,292	0	1,355,292	85%	234,778
041 Electric Utility Fund	66,795,237	47,723,891	592,033	48,315,924	72%	18,479,313
042 Gas Utility Fund	6,808,420	6,155,890	200,067	6,355,957	93%	452,463
043 Water Utility Fund	10,005,851	7,921,374	162,503	8,083,876	81%	1,921,975
044 Wastewater Utility Fund	35,718,004	12,408,345	0	12,408,345	35%	23,309,659
046 Sanitation Services Fund	3,976,268	3,772,031	0	3,772,031	95%	204,237
048 Airport Fund	8,028,904	7,080,207	0	7,080,207	88%	948,697
Internal Service Funds						
064 Health Insurance Fund	7,106,696	7,430,985	1,000,000	8,430,985	119%	(1,324,289)
065 Workers' Compensation Insurance Fund	1,149,821	602,344	0	602,344	52%	547,477
066 Risk Management Fund	747,330	836,266	0	836,266	112%	(88,936)
510 Fleet Maintenance Fund	3,878,395	2,358,526	973,355	3,331,881	86%	546,514
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,590,640	5,935,735	0	5,935,735	373%	(4,345,095)
062 Municipal Firemen's Retirement Trust Fund	1,362,540	5,566,818	0	5,566,818	409%	(4,204,278)
063 General Employees' Retirement Fund	2,779,490	9,258,251	0	9,258,251	333%	(6,478,761)
Total All Funds	\$ 193,387,291	\$ 141,489,517	\$ 13,887,078	\$ 155,376,594	80%	\$ 38,010,697

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on Jul 31, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 24,436,337	\$ 23,418,237	96%	\$ 1,018,100	\$ 1,983,134
<u>Special Revenue Funds</u>					
Housing Assistance	114,756	107,802	94%	6,954	(47,835)
Debt Service Fund	1,346,800	1,612,862	120%	(266,062)	485
Capital Projects Fund	10,087,092	6,262,674	62%	3,824,418	(5,103,389)
Local Option Sales Tax	1,556,226	1,177,906	76%	378,320	682,994
Police Forfeiture Fund	5,830	0	0%	5,830	576
Police Education Fund	5,000	6,027	121%	(1,027)	(2,079)
Gas Tax	993,103	907,044	91%	86,059	(350,368)
Police Impact Fees	96,776	104,831	108%	(8,055)	113,146
Fire Impact Fees	0	260	0%	(260)	21,613
Recreation Impact Fees	0	8,200	0%	(8,200)	158,979
Building Fund	1,159,531	1,117,250	96%	42,281	(290,831)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	595,880	595,754	100%	126	(50,093)
Carver Heights CRA Fund	394,744	117,861	30%	276,883	296,581
Highway 27/441 CRA Fund	1,057,550	528,169	50%	529,381	664,896
<u>Total General Governmental Funds</u>	41,849,625	35,964,878	86%	5,884,747	(1,922,194)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,590,070	977,035	61%	613,035	378,257
Electric Utility Fund	66,795,237	48,490,328	73%	18,304,909	(174,404)
Gas Utility Fund	6,808,420	5,130,519	75%	1,677,901	1,225,438
Water Utility Fund	10,005,851	6,610,298	66%	3,395,553	1,473,579
Wastewater Utility Fund	35,718,004	8,688,194	24%	27,029,810	3,720,151
Sanitation Services Fund	3,976,268	3,789,361	95%	186,907	(17,330)
Airport Fund	8,028,904	2,087,662	26%	5,941,242	4,992,545
<u>Internal Service Funds</u>					
Health Insurance Fund	7,106,696	7,452,315	105%	(345,619)	978,670
Workers' Compensation Insurance Fund	1,149,821	1,608,654	140%	(458,833)	(1,006,310)
Risk Management Fund	747,330	836,843	112%	(89,513)	(577)
Fleet Maintenance Fund	3,878,395	3,032,275	78%	846,120	299,606
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,590,640	960,014	60%	630,626	4,975,721
Municipal Firemen's Retirement Trust Fund	1,362,540	1,255,727	92%	106,813	4,311,091
General Employees' Retirement Fund	2,779,490	2,463,506	89%	315,984	6,794,745
Total All Funds	\$ 193,387,291	\$ 129,347,607	67%	\$ 64,039,684	\$ 26,028,987

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on July 31, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 26,702,887	\$ 14,679,992	\$ 9,092,380	\$ 23,772,372	89%	\$2,930,515
Special Revenue Funds						
013 Housing Assistance	98,530	76,709	0	76,709	78%	21,821
021 Debt Service Fund	1,279,330	0	1,535,199	1,535,199	120%	(255,869)
031 Capital Projects Fund	12,218,996	288,764	5,630,222	5,918,986	48%	6,300,010
132 Local Option Sales Tax	2,420,578	1,619,950	0	1,619,950	67%	800,628
121 Police Forfeiture Fund	11,764	1,745	0	1,745	15%	10,019
122 Police Education Fund	5,000	3,929	0	3,929	79%	1,071
133 Gas Tax	934,045	541,161	407,976	949,137	102%	(15,092)
141 Police Impact Fees	28,000	131,360	0	131,360	469%	(103,360)
142 Fire Impact Fees	-	15,699	0	15,699	0%	(15,699)
143 Recreation Impact Fees	93,163	98,290	0	98,290	106%	(5,127)
151 Building Fund	1,077,380	908,758	24,020	932,778	87%	144,602
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	437,402	432,940	78,120	511,060	117%	(73,658)
017 Carver Heights CRA Fund	369,410	328,541	0	328,541	89%	40,869
018 Highway 27/441 CRA Fund	691,290	798,776	0	798,776	116%	(107,486)
Total General Governmental Funds	46,367,775	19,926,615	16,767,917	36,694,532	79%	9,673,243
Enterprise Funds						
014 Stormwater Utility Fund	2,365,608	1,341,821	347,872	1,689,693	71%	675,915
041 Electric Utility Fund	63,165,119	47,469,049	527,294	47,996,343	76%	15,168,776
042 Gas Utility Fund	7,169,286	6,137,628	72,663	6,210,291	87%	958,995
043 Water Utility Fund	8,997,416	7,971,666	694,394	8,666,060	96%	331,356
044 Wastewater Utility Fund	30,033,073	11,288,924	505,167	11,794,091	39%	18,238,982
046 Sanitation Services Fund	3,655,190	3,931,458	0	3,931,458	108%	(276,268)
048 Airport Fund	5,754,593	1,373,857	0	1,373,857	24%	4,380,736
Internal Service Funds						
064 Health Insurance Fund	5,585,950	5,207,117	0	5,207,117	93%	378,833
065 Workers' Compensation Insurance Fund	637,340	602,002	0	602,002	94%	35,338
066 Risk Management Fund	622,231	777,314	0	777,314	125%	(155,083)
510 Fleet Maintenance Fund	4,813,032	2,700,668	1,329,080	4,029,748	84%	783,284
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	1,464,750	2,456,187	0	2,456,187	168%	(991,437)
062 Municipal Firemen's Retirement Trust Fund	1,411,290	2,963,939	0	2,963,939	210%	(1,552,649)
063 General Employees' Retirement Fund	2,824,000	2,181,835	0	2,181,835	77%	642,165
Total All Funds	\$ 184,866,653	\$ 116,330,081	\$ 20,244,387	\$ 136,574,467	74%	\$ 48,292,186

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on July 31, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 26,702,887	\$ 25,361,537	95%	\$ 1,341,350	(\$ 1,589,165)
<u>Special Revenue Funds</u>					
Housing Assistance	98,530	107,039	109%	(8,509)	(30,331)
Debt Service Fund	1,279,330	1,534,829	120%	(255,499)	370
Capital Projects Fund	12,218,996	4,460,577	37%	7,758,419	1,458,410
Local Option Sales Tax	2,420,578	2,339,426	97%	81,152	(719,476)
Police Forfeiture Fund	11,764	0	0%	11,764	1,745
Police Education Fund	5,000	5,851	117%	(851)	(1,922)
Gas Tax	934,045	814,662	87%	119,383	134,475
Police Impact Fees	28,000	14,821	53%	13,179	116,539
Fire Impact Fees	0	200	0%	(200)	15,499
Recreation Impact Fees	93,163	246,820	265%	(153,657)	(148,530)
Building Fund	1,077,380	752,569	70%	324,811	180,209
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	437,402	455,609	104%	(18,207)	55,451
Carver Heights CRA Fund	369,410	317,013	86%	52,397	11,528
Highway 27/441 CRA Fund	691,290	494,939	72%	196,351	303,836
<u>Total General Governmental Funds</u>	46,367,775	36,905,892	80%	9,461,883	(211,360)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	2,365,608	902,095	38%	1,463,513	787,598
Electric Utility Fund	63,165,119	46,587,455	74%	16,577,664	1,408,888
Gas Utility Fund	7,169,286	4,995,559	70%	2,173,727	1,214,732
Water Utility Fund	8,997,416	6,473,679	72%	2,523,737	2,192,381
Wastewater Utility Fund	30,033,073	8,268,264	28%	21,764,809	3,525,828
Sanitation Services Fund	3,655,190	3,599,459	98%	55,731	331,998
Airport Fund	5,754,593	1,862,631	32%	3,891,962	(488,774)
<u>Internal Service Funds</u>					
Health Insurance Fund	5,585,950	5,570,524	100%	15,426	(363,407)
Workers' Compensation Insurance Fund	637,340	434,838	68%	202,502	167,165
Risk Management Fund	622,231	775,160	125%	(152,929)	2,154
Fleet Maintenance Fund	4,813,032	3,456,404	72%	1,356,628	573,344
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	1,464,750	914,246	62%	550,504	1,541,941
Municipal Firemen's Retirement Trust Fund	1,411,290	1,211,971	86%	199,319	1,751,967
General Employees' Retirement Fund	2,824,000	2,522,857	89%	301,143	(341,022)
Total All Funds	\$ 184,866,653	\$ 124,481,035	67%	\$ 60,385,618	\$ 12,093,433

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
7/31/2021**

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$ 81,680,494.29	\$13,821,349.67	\$5,181,705.49	\$ 184,327.43	\$ 768,574.06	\$ 16,242,703.90	\$ 3,412,286.92	\$ 6,666,013.58	\$ 17,284,976.92		\$ 2,261,539.72	\$3,005,793.27	\$3,581,255.56	\$ 2,340,868.41	\$ 6,929,099.36
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,339,313.93					4,707,283.97	1,070,959.90	555,720.06			3,160.00				
	RENEWL & REPLCMNT	15,156,544.36	1,125,694.87	8,530.66			3,496,001.71	889,999.98	2,796,355.81	5,647,238.58		850,000.00				342,722.75
	BOND/NOTE SINKING FUND	17,834,503.78		136,105.12			8,908,796.07	71,453.93	694,812.75	8,023,335.91						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP															
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00												
	IMPACT FEES	5,433,836.47							1,196,936.18	4,236,900.29						
	OTHER RESTRICTED CASH	3,142,146.29		72,195.62		2,867,649.68		202,300.99								
	DEVELOPER CONTRIBUTIONS	2,407,079.92					2,394,575.52	12,504.40								
	RATE STABILIZATION	1,311,631.00					1,311,631.00									
SUBTOTAL OF RESTRICTED CASH		52,225,055.75	1,125,694.87	816,831.40		2,867,649.68	20,816,288.27	2,247,219.20	5,243,824.80	17,909,664.78		853,160.00				342,722.75
TOTAL POOLED CASH		\$133,905,550.04	\$ 14,947,044.54	\$ 5,998,536.89	\$ 184,327.43	\$ 3,636,223.74	\$ 37,060,992.17	\$ 5,659,506.12	\$ 11,909,838.38	\$ 35,194,641.70	\$ -	\$ 3,114,699.72	\$ 3,005,793.27	\$ 3,581,255.56	\$ 2,340,868.41	\$ 7,271,822.11
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,909,340.65			1,000,362.89			152,457.63	317,124.16	439,395.97						
	DEPOSITORY TRUST ACCOUNT	165,127.54						165,127.54								
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		2,074,468.19			1,000,362.89			317,585.17	317,124.16	439,395.97						
TOTAL POOLED CASH AND INVEST		\$135,980,018.23	\$14,947,044.54	\$ 5,998,536.89	\$1,184,690.32	\$3,636,223.74	\$37,060,992.17	\$5,977,091.29	\$12,226,962.54	\$35,634,037.67		\$3,114,699.72	\$3,005,793.27	\$3,581,255.56	\$2,340,868.41	\$7,271,822.11

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 5,181,705.49	\$ 261,285.08	\$ 73,936.27	\$ 412,355.07	\$ 1,896,440.72	\$ 80,857.87	\$ 1,171.70	\$ 1,079,131.56	\$ 542,754.31	\$ 580,370.30	\$ 45,304.22	\$ 208,098.39
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,195.62	72,195.62										
	BOND/NOTE SINKING FUND	136,105.12		77,040.60		59,064.52							
	SIGN GRANT												
	R&R / OTHER RESTRICTED	8,530.66	8,530.66										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 816,831.40	\$ 80,726.28	\$ 77,040.60	\$ -	\$ 659,064.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 5,998,536.89	\$ 342,011.36	\$ 150,976.87	\$ 412,355.07	\$ 2,555,505.24	\$ 80,857.87	\$ 1,171.70	\$ 1,079,131.56	\$ 542,754.31	\$ 580,370.30	\$ 45,304.22	\$ 208,098.39
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO												
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 5,998,536.89	\$ 342,011.36	\$ 150,976.87	\$ 412,355.07	\$ 2,555,505.24	\$ 80,857.87	\$ 1,171.70	\$ 1,079,131.56	\$ 542,754.31	\$ 580,370.30	\$ 45,304.22	\$ 208,098.39

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,929,099.36	\$ 2,338,534.09	\$ 1,068,839.90	\$ 157,902.58	\$ 3,363,822.79
RESTRICTED CASH		342,722.75				342,722.75
SUBTOTAL OF RESTRICTED CASH		\$ 342,722.75	\$ -	\$ -	\$ -	\$ 342,722.75
TOTAL POOLED CASH		\$ 7,271,822.11	\$ 2,338,534.09	\$ 1,068,839.90	\$ 157,902.58	\$ 3,706,545.54
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,271,822.11	\$ 2,338,534.09	\$ 1,068,839.90	\$ 157,902.58	\$ 3,706,545.54

**CITY OF LEESBURG
INVESTMENT REPORT
7/31/2021**

DESCRIPTION	BALANCE 7/31/2021
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$59,557,137
TD Bank - Savings	4,006,638
CenterState Bank - Savings	1,680,238
Centerstate Bank - CD	4,071,886
Synovus - CD	0
	\$69,315,899
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,772,326
FLCLASS	9,836,282
FLPRIME	5,986,043
	23,594,651
U S TREASURY MONEY MARKET FUND (FGU Deposit)	165,128
US BANK (Fiscal Agent)	1,909,341
CHANDLER ASSET MANAGEMENT (SECURITIES)	39,495,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,500,000
	40,995,000
TOTAL INVESTMENTS	135,980,018
MARKET ADJUSTMENT	340,192
TOTAL VALUE OF INVESTMENTS	\$136,320,211

