

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 24, 2025 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. Leesburg Heritage Society - Leesburg History Museum

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 10, 2025

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 438449-2-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the construction of a multi-unit hangar building at the Leesburg International Airport; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Gas Service Agreement between the City of Leesburg and Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills - Phase 1A; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to Gas Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, and Aggarwal & Gupta Family Foundation, Inc. to terminate installation of natural gas infrastructure in the development known as Arbor Park; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing Paul Austin as the City of Leesburg's Alternate Representative on the Florida Gas Utility Board of Directors; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida approving the evaluation committee rankings and authorizing City staff to enter into contract negotiations beginning with the top-ranked firm, Forefront Architecture & Engineering, LLC, for Professional Services - Architectural & Engineering Design Services for the City of Leesburg Gas Department Operations Center; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida establishing the venue area for the Annual Leesburg Bikefest event, taking place April 25-27, 2025; and providing an effective date.**
7. **Resolution of the City Commission of the City of Leesburg, Florida authorizing a Highway Maintenance Agreement with FDOT for maintenance of US 441 and US 27 right of way in Leesburg; and providing an effective date.**

8. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Third Post Closing Occupancy Extension Agreement between the City of Leesburg and Dance Dynamix, LLC; and providing an effective date.**
9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Approval of a First Amendment to the Commercial Lease Agreement between the City of Leesburg and The Leesburg Arts Festival, Inc. modifying paragraph 2 - Term; and providing an effective date.**
10. **Resolution of the City Commission of the City of Leesburg, Florida, expressing the City Commission's Opposition to proposed State Legislation that seeks to prohibit a Municipal Corporation's ability to collect revenue and transfer revenue, which ultimately provides utility service, public safety services and redevelopment endeavors; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 77.5 +/- acres; and being generally located south of CR 33, west of US Highway 27, and north of CR 48, lying in Sections 14 & 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. (Leatherleaf ANNX)**
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 real property consisting of approximately 77.5 +/- acres; and being generally located south of CR 33, west of US Highway 27, and north of CR 48, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leatherleaf LSCP)**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 77.5 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 235 detached**

single-family residences, 48 paired villas, plus 120,000 square feet of amenities, medical office, office, and retail sales and service, for a property generally located south of CR 33, west of US Highway 27, and north of CR 48, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leatherleaf PUD)

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 337.15 +/- acres; and being generally west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 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. (Silver Springs ANNX)**
5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 337.15 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 East, Lake County, Florida; and providing an effective date. (Silver Springs LSCP)**
6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 337.15 +/- acres from Lake County A (Agriculture) and CFD (Community Facility District) to City of Leesburg PUD (Planned Unit Development) to allow for 825 single-family residences, with accompanying amenities, for a property generally located west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 East, Lake County, Florida; and providing an effective date. (Silver Springs PUD)**
7. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 6.52 +/- acres; and being generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 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 5; and providing an effective date. (Wayne Storage ANNX)**

8. **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 6.52 +/- acres from Lake County Rural Transition to City of Leesburg General Commercial, for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage SSCP)**
9. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 6.52 +/- acres from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a self-storage facility for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage PUD)**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, establishing new district boundaries based on the American Census Survey produced by the U.S. Census Bureau and other information, in order to create districts which are reasonably compact and roughly equivalent in population; establishing a schedule for the Election of Commissioners from the various new districts; providing a savings clause; repealing conflicting ordinances; and providing an effective date.**
2. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.22 +/- acres; and being generally located east of U.S. Highway 27 and south of Howard Road, lying in Section 2, 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. (Two Boats Investments ANNX)**
3. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1.22 +/- acres from Lake County Urban Low to City of Leesburg General Commercial, for a property generally located east of U.S. Highway 27 and south of Howard Road, lying in Section 02, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Two Boats Investments**

SSCP)

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 1.22 +/- acres from Lake County C-1 (Neighborhood Commercial) to City of Leesburg C-3 (Highway Commercial) to allow for office and warehouse uses, for a property generally located east of U.S. Highway 27 and south of Howard Road, lying in Section 02, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Two Boats Investments RZ)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2024-25 budget to appropriate \$198,184, to be split equally, between the Water and Wastewater Funds; allowing the creation of Four (4) New Utility Service Technician positions and associated operating expenses for the purpose of meter reading; and providing an effective date.**

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 10, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, March 10, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

Mayor Reisman 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. None

3. PRESENTATIONS:

A. Habitat for Humanity Lake-Sumter - Woodland Park Update by Danielle Stroud

Veronica Troxell, Programs Director of Habitat for Humanity, said she was there to speak about the Spruce up the Block Party in Woodland Park. She had the honor of working closely with families through the programs they offer for homeownership, home repair and different educational programs. The Spruce Up the Block Program started in April 2018. Their first project was in Mount Dora; however, they quickly spread the program throughout Lake and Sumter County. Basically, through the Adopt a Block Program, they pick a block in a city or an area of the community that has either been forgotten, the residents do not have access to resources, or they do not have the attention they so much deserve from their city. Through this program, families are able to apply to receive home repair and beautification.

Basically, they go in and clean up the exterior of their community by updating multiple homes at the same time in that community. The families who apply have to income-qualify. This program is a bit different because we select the community. It is not based on individual qualifications. They pick a block, community or neighborhood. Just by living in that community, you can participate in the program. Since 2018, they have had fourteen block parties, and they have served over one hundred families. In addition to helping families, they have helped local community centers, churches and other facilities that offer services to the community. They indirectly help families by helping churches and other community partners where citizens gather. They have preserved a lot of homes and community centers. Through this program, they are able to connect with people throughout the community. They found that citizens worry about their needs not being addressed. They have figured out how to talk to them to figure out what their needs are so they can help address them. They bring community partners together to support them while serving the individuals/families in the community. They are able to have successful Spruce Up the Block parties throughout Lake and Sumter County with the help of local vendors. Florida Paints, one of their vendors, donated over four hundred gallons of paint. That paint was donated to their organization so they could help serve these neighborhoods. The more we have donated to projects, the more we can do in that community. The Niagara Bottling Company donated pallets of water and Bin There Dump That donated dumpsters so they could clean up these communities at a more affordable cost. The helping hands that do the work throughout the communities come directly from the community itself. They invite the families in that community to work alongside the volunteers, which creates and helps lift their community spirit. The families help give back to their neighbors. The Leesburg Construction Academy was one of their newer helping hands for this project. There are youth groups from all over Lake and Sumter County that help. These groups go to both Lake and Sumter County Block Partys to work. This program is very interconnected. They are college groups that come and stay with them, and they help directly on these projects. Ohio State, Massachusetts Maritime Academy and the University of Toledo volunteer their time to help on these projects. They also have interns that come and stay with them from France every summer, to help on different projects. This program brings vendors, the community and helping hands together, which is why they have been successful with the different block parties. More specifically, the Woodland Park community is very special. They adopted the entire Woodland Park community for this block party. There were forty-seven homes in total. However, not every family participated because some families rented their homes and some were vacant. They had eighteen families apply for the block party and fifteen homes received updates. They are painting thirteen homes in total, and eleven homes have been completed. They have to wrap this special project up by the end of the school year, because they have been working directly with the Leesburg High School Construction Academy. There are two different groups of students that help. The first is known as the Dream Team, and they help Habitat for Humanity build brand-new homes. The other group of students is known as the CREW. The CREW is the group that has been helping them throughout the school year with this project. It has been fun getting to know these kids. They come out multiple times a week to help. The students worked directly with the Woodland Park families to paint, fix fascia and fix soffits. The students on the CREW worked directly with families, volunteers and vendors. They have had roughly eighty additional volunteers thus far with more scheduled to come out and join them to finish sprucing up Woodland Park. If you have not been through the Woodland Park subdivision lately, it looks very different compared to a few months ago.

Sheila Snow, a Woodland Park homeowner, said the Woodland Park community wanted to extend their thanks and gratitude to Commissioner Berry, the Habitat for Humanity, the High School Construction Academy students and all the volunteers from Lake and Sumter County for all their hard work and time in helping them revitalize the neighborhood.

Cressida Foster of 2106 Woodland Boulevard said their community is also known as Hollywood. She wanted to thank everyone who came out and volunteered. She gave a special shout out to the University of Toledo and the Knights of Columbus because those were very nice groups who helped with no

complaints. The Hollywood community looks like Hollywood. It looks good and everyone should ride through and check it out. She is so proud of her neighborhood now.

Continuing, **Ms. Troxell** said one of her favorite things about the Spruce Up the Block Party is that it gives back to the community and that is why this program was created. It also connects families in the community. Often, communities are told what they need, and they want to change that script because we should be asking them what they need. This was such a great project. She gave a big shout-out and thanked the City of Leesburg for their support along with the Leesburg High School Construction Academy for helping them. She gave a shout-out to Dan McCauley, the Construction Academy Leader for the CREW. He volunteered and worked in Woodland Park every week. He was very instrumental and provided a lot of support. He led volunteers onsite when their staff could not be there. However, this program could not have been done without the support of the City of Leesburg, Leesburg High School, and Mr. McCauley. She showed some before and after renderings of the homes they worked on. Finalizing her comments, she said this program inspires the community to serve themselves. It inspires people to pick up a paintbrush to help themselves and their neighbors. It inspires people to get out and do the things they have been putting off. She extended an invitation to the City Commission to attend the Spruce Up the Block Party in Woodland Park. It is scheduled for March 29th. At 8:00 a.m. they can come out and roll up their sleeves, and do some volunteering. They are putting out mulch and finishing up the landscaping. They consider this putting the final bow on the project. Then, at 11:30 a.m., the party gets started with food, fun and entertainment. They would love for the commission to come out and help celebrate all the hard work.

Commissioner Berry thanked everyone who was involved in this project. She asked that they pass that word on to Danielle. She was so elated to see the interest that was taken in an area where it was much-needed. This was a small project, but it can be taken and continued throughout the City of Leesburg. All we need to do is join hands and make improvements throughout the community. **Ms. Troxell** commented that if you have not been through the area recently, you should go and check it out. They stepped up and got it done. **Mayor Reisman** thanked her for the presentation. She did a wonderful job with it. The presentation was informative and eye-opening. He is looking forward to continuing the relationship.

B. 2026 Commission Seat Redistricting Proposal

CM Minner started by saying, back in January, Mayor Reisman brought up the fact that we needed to look at redistricting the City of Leesburg. A couple of years ago, we redistricted the city. However, we knew this was coming due to The Villages' development. We knew once The Villages grew, they would inundate one commission district or another. Back in 2021, we changed from the old setup. We used to have three commission districts (one, two and three), and two at-large seats. At that time, we switched to five single member districts. However, the biggest growth area was The Villages, and that growth is currently in district two. Back in 2021, when we did the redistricting of districts, there were guidelines we had to follow. The districts had to be as equal as possible as far as the population. It was not based on voter age; it was based on the total population in the district. We have to be as equal as possible with the total population. We should also follow census blocks or significant boundaries, such as roads, streets, rivers and creeks, those types of things. The districts need to be as contiguous and compact as possible. We need to preserve communities of interest while not diluting minority voting strength. We also need to protect incumbent districts. The next city election will be held in November 2026. Mayor Reisman and Commissioner Berry's seats will be up for reelection, while Commissioner Pederson will be termed out. We will have three districts/seats up for election. When redrawing districts, we have to protect incumbent districts and those are districts one and two. Those elected officials have the right to seek reelection in the district that elected them in the first place, and that is a significant issue when redistricting. Nor do we want to draw crazy or bizarre district lines, although we do see that happen from time to time. With the

population in each district, we have to keep it plus or minus three percent. We also want to see the continuation of the majority-minority district. One thing that made the redistricting a little more difficult is that we are doing it in an off year. The data we used is similar to the 2020 data from the Census that came out in 2021. We had to do a couple of other things to weave in new data. The first thing we did was continue to use the same census blocks. The census department has what they call the American Census Survey. Every year, the federal government does their best to update that census information. However, it is not as widely accepted as "the census", which comes out every ten years, but it is seen as a good data source. We also have building permits, so we know where the houses have been or are being constructed since 2021. The biggest deviation is that we use extrapolated data for the population as well as demographically. We use two different numbers, which are acceptable numbers. In areas outside The Villages, that number is 2.3 people per household unit. So, in the areas where we have new housing, we know we have that data. For example, with Eagle Tail and the other new subdivisions that have popped up outside The Villages, we know how many houses have come in from 2021 to today because of building permits and certificates of occupancy. We took that number and multiplied it by 2.3 to get a population number. However, in The Villages we took a different approach. We used the population number of 1.9 per unit, and we got that number from The Villages. Remember, the demographic data they use is a different demographic than a typical community. We know this is an elderly community, which means household numbers are usually lower and The Villages use 1.9 per household. We could not use 2.3 as the unit number for The Villages, because that would overestimate the population, and inversely give The Villages too much population, which in turn would draw too many seats. That is why we used two different numbers. We used extremely sound logic, and this was reviewed by the city attorney. He wanted to acknowledge the GIS department because they did a wonderful job putting all this together. It became extremely cumbersome in terms of trying to carve everything up while keeping all the goals in mind.

Referring to slides, he said he wanted to bypass the first proposed rendering because, as soon as they came up with it, Commissioner Connell contacted him and pointed out a deviation and that deviation was really the best proposal for The Villages and the City of Leesburg. So our population, with the extrapolation methods, puts us at a population of about 32,750. We had to divide that number by five (plus or minus), so we knew we did not want to see a district/seat having less than 6,300 people and no more than 6,700 people. With the districts, we were able to carve out and hit each number pretty much on the button. However, remember these are proposed districts and figures. District one has a population of about 6,528 people. This district is tricky because, historically, since the mid 90s, this has been the minority district. So, to get a majority-minority in that district, we needed two census blocks that are 80% African-American. We had to weave those two census blocks in that district because, otherwise, we would not get a 50% African-American district (the majority-minority district). The difficulty was that these two districts are on opposite sides of town. Those district blocks cover Carver Heights and Pine Street. In order to get a district that is representative of the majority-minority, we had to carve this district out. They looked at what was done before, and the district lines represented an inverse "c" and even though that was not the typical district we wanted to see, it kept within metes and bounds. They went back through and made sure they had Pine Street and Carver Heights together in one district, and they were able to carve that out.

District two has about 6,517 people, but the problem we had there was with growth issues outside The Villages. We are still seeing moderate growth today, being between 3 and 4%. That number is not crazy, but part of The Villages did move into district two. When we drew up that district in 2021, it had about 5,500 people in it, and it now has an additional 3,200 new homes. We took that number and multiplied it by 1.9, which gave us about 6,000 more people. District two is up for re-election in 2026, and it currently has about 12,000 people in it, and it is clearly malapportioned. Again, this was brought to our attention by Mayor Reisman back in January and in order to correct that, we needed to come up with a Villages

district. So, what does a Villages district look like? Our first cut of it took in and created a new district three, which was just The Villages. The second cut of it, after talking with Commissioner Connell, was that we add the undeveloped area of The Villages into that district. That area consists of Secret Promise and the old Renaissance Trails. The Villages purchased that property from us, and it is pretty much everything north of the Turnpike along CR 470. That area of The Villages south of the Turnpike and south of CR 470 will be developed over the next three to seven years. The Villages came in developed and filled in The Villages of West Lake north of CR 470. They have now gone back up and started working in Sumter County. When that development is completed, they will return south of CR 470 to begin development in the Leesburg area before heading back into Sumter County. He believes by the 2030 census, The Villages should have moved back into that area, and we should see that area being developed. However, right now, the grand total change in population shift since talking to Commissioner Connell is forty people. So, that was a good one to shift, and it keeps The Villages in one single district, and that was the goal and intent of the voters when we passed the referendum. The only thing he did not like about the concept was that he did not think of it himself. He should have seen that. With district three, we basically kept that district the same. However, after speaking with Commissioner Connell, it now incorporates the undeveloped portion of The Villages. So, district four now becomes all of South Leesburg, everything that is not The Villages property. So district two now becomes core old Leesburg down to CR 48. It includes everything not in The Villages or owned by The Villages, and everything south of CR 48 is district four. District three then becomes just The Villages. District five had the biggest change as far as geographical numbers because it is now a little bigger. It has almost 6,600 people in it, and incorporates four areas of the community: Sunnyside, Beverly Shore, Palmora Park, and the northern section of Leesburg. We wrapped all that together in district five. These are good sound districts as far as the population. They are good sound districts as far as the communities of interest we encapsulate. When comparing this updated district map to the map from 2021, the districts have now become more compact and contiguous, and they meet all the litmus standards for redistricting.

Tonight, there is no action needed on this item. If they are happy with the proposed districts, the next step would be to put them in ordinance form for adoption. Even though the presentation did not include the proposed ordinance, it is a standard ordinance which goes into effect for the November 2026 election. The newly drawn districts will go into effect for the November 2026 election. Next summer, when people come in to qualify for the election, they will need to have lived in that district for six months, which is the basic criterion. Again, this goes into effect for the election, but it will not take effect until the organizational meeting in January 2027. First, Commissioner Pederson will be termed out, but he currently resides in Palmora Park, which is currently in his district, district four. However, it will be going away because it will be blended into district five. Commissioner Pederson will still be the commissioner for the current district four through the organizational meeting of January 2027. We do not want to get rid of the district that he represents until that timeframe. The same goes for Commissioner Connell. He resides in Arlington Ridge, which is currently district three. However, his district will take on a little less of an area due to the growth in South Leesburg. He still has a few years left in his term and the proposal reassigns Commissioner Connell from his current district three to the new proposed district four, which is extensively his district. The same thing happens with Commissioner Burry. He resides in Sunnyside, but his district is taking on part of Commissioner Pederson's district, the Palmora Park area and North Leesburg. So this will not be reassigned until the organizational meeting in January 2027, and the ordinance sets all this out. He was looking for feedback. If they were happy with it, the staff would move forward with the ordinance at the next meeting. If they want to see more shots of redrawing lines, they could do that too. **Mayor Reisman** asked for feedback from the commission. **Commissioner Pederson** commented the staff did a great job on this. **Commissioner Burry** was fine with it.

C. Employee Service Award Recognitions:

Five Years: Gina Frazier, Accounting; Mary Arneson-Miller, Police; and Jesus Rodriguez Garcia, Facilities

Ten Years: John Scheer, Police

Fifteen Years: Amanda Saunders, Public Works

Twenty-Five Years: James Ricketson, Fire

Thirty Years: Sherri Stafford, Customer Service

Human Resource Director (HRD), Melissa Arriaga and **CM Minner** recognized and presented each employee with their service award. **Mayor Reisman** thanked all the hardworking employees who help make this city run day in and day out.

4. PUBLIC COMMENTS:

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

Vonda and Max Parker Jr., co-founders of Vmax For One Community, Inc., publicly thanked the commissioners for coming out and participating on March 1st for the Boxing Legends Fashion Runway Showcase. Everyone did an amazing job. On behalf of the youth and their parents, they wanted to publicly thank them. They provided each commissioner with a small token to remember the event. They knew Commissioner Connell had a previous obligation, but they provided him with a token also. They wanted to bring in the video, but it was too long to show.

Jen McCurry of Palmora Park said she was a founding member of the Street Dreams Cruising Corporation, which is a local nonprofit organization that facilitates the Main Street Car Show. Their mission with the Leesburg Main Street Car Show has never changed. They are committed to providing a safe and free family event for the entire community while driving foot traffic and potential revenue to downtown Leesburg merchants and their sponsors. In addition, they continue to drive awareness and raise funds for charities throughout the area. They are extremely grateful to their sponsors, who recognize the potential to grow the car show into an event that would benefit all. However, they have to continuously cancel their event at the last minute with little to no notice from the City. Each time they cancel, they are still responsible for the costs associated with that event. Every time they have to cancel, they miss the opportunity to drive foot traffic into the downtown market, and they miss the opportunity to help worthwhile causes in the community. Over the last eighteen months, since separating from the partnership, this event has been canceled at the last minute five times. They almost canceled the event an additional two times, but they were able to scramble and pull it off. One weekend they were able to pull it off because the mayor helped them out. Four other times, the show was canceled because the city forgot to deliver barricades, and for safety reasons, they could not hold the event without barricades. Last month, had it not been for a city employee who ran into Rick and asked about the car show being canceled, they would not have been able to have the event in February either. Last week, on March 5th, they received an email from a cruiser asking about the Arts Festival being scheduled at the same time as the car show. They knew nothing about the Arts Festival; no one from the city had contacted them. They sent an email that evening explaining that March was their largest event of the year and their charity was to help pay for funeral services for an officer who had passed away. They had 147 cars last month, and they saw hour waits at most restaurants to be seated. We packed the downtown, and they expected closer

to 200 cars this month. They spent the next two days having heated discussions, and it appears that there is a phrase in the permit that says "weekly availability is at the sole discretion of the city manager or designee, which translates to we can cancel your event and give it to someone else." She honestly thought that the phrase meant if they wanted a weekly permit it would be up to the city manager. When reviewing the application itself, it only gives directions if the applicant wants to cancel the event. She could not locate anything about the city canceling. The permit they receive once the application is approved does have a clause that says the special event permit may be revoked by the City if the applicant violates any state, county or local regulations. To sum up, after having to cancel 26% of their events over the past eighteen months, they are getting the feeling that they are not wanted. They cannot continue to run an event when they throw money out the window 26% of the time. It does not make sense to do so. **Mayor Reisman** pointed out that her three minutes were up. **CM Minner** advised that he would be in touch with her. This issue was brought to his attention today and some of the data she brought up he was unaware of until that moment. She did send an email, but he did not have a chance to review it today. He would get in touch with the recreation director, because obviously we have some logistical issues and every event is important to the city. It sounds like we have some work that needs to be done to repair relationships and fix the event.

Dr. Erika Jasper, on behalf of the Men of Distinction, thanked the City and the Commissioners for attending the Gala during Black History Month. They all had a great time at the Black Heritage Festival, and they received so much positive feedback. It was just a great and beautiful day for the parade and festival. She thanked them again for joining them at the Gala. They were very appreciative of their participation.

Dr. Geraldo Rodriguez, a city resident of twenty-one years, said he was an avid tennis player. He wanted to bring up the tennis courts since budgets were coming up. He would like to see the tennis courts refurbished or resurfaced. The tennis courts are located at Woodward and Palmetto Street. It has been over five years since any type of resurfacing has been done and the courts are showing wear and tear. These courts are not only used by the Leesburg High School, the public also uses them. They have to wait until the high school is finished before they are able to play. They know the courts are used, but they are a major, major part of the City. They also have lights for at night, which is wonderful. He asked if they could look at the tennis courts during the budgets. He would appreciate their help since these courts are needed. Tennis is a great way to stay healthy.

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

Items pulled for discussion:

5.C.4 - Execute a Construction Services Agreement with GSB Construction & Development, Inc. to build a restroom facility at John L. Johnson Park.

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.4, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell

Yes

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held February 24, 2025**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 444873-2-94-01, between the City of Leesburg and the State of Florida Department of Transportation for the construction of the Fuel Farm Project at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,990

- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Lakehouse Leesburg Apartments, LLC, joined by Southstate Bank, N.A.; and providing an effective date.**

ADOPTED RESOLUTION 11,991

- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Damar Storage, LLC, joined by Marcin Boeckl; and providing an effective date.**

ADOPTED RESOLUTION 11,992

- 4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with GSB Construction & Development, Inc. to build a**

restroom facility at John L. Johnson Park; and providing an effective date.

ADOPTED RESOLUTION 11,993

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

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Pederson mentioned when reviewing the contract for contractual purposes, he could not find the square footage. He thought it should be there, but maybe an exhibit was missing. He was trying to do the math on a per square foot basis. It was a long contract, and he had to read it a couple of times. He was not voting it down, he just wanted to bring it to their attention. **CM Minner** stated the restroom facility will match the other existing restroom located at Ski Beach. It will be a copy of that restroom, and the square footage is eight hundred square feet. It will also match the restroom located in Berry Park. It will be the same restroom and same style. To recap, this was put in the budget back in 2023. We spent just about the same amount. We spent about \$250,000 to build them. The number they provided is almost the same as it was before. Remember this was kicked back because we were trying to go a cheaper route, but that cheaper route ended up costing about twice as much. We were trying to go with a prefab all-concrete model while trying to keep it aesthetically pleasing. When we were busting the budget on that, it was sent back to staff to cheapen up. So we went back and looked at the old construction plans that we got from Jamie Senator, our architect. We paid him about \$2,500 to get the rights to reuse the plan, and we paid Keith Riddle about \$18-\$20,000 to do the site plan work. We then put it out for bid and the construction contract before them was \$244,000, and the budget was \$300,000. All-in we are looking at \$265,000. If they divide that number by eight hundred square feet, that is the number he was looking for. **Commissioner Pederson** thanked him for the explanation. **Mayor Reisman** asked if there were any other comments. There were none.

The roll call vote was:

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

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

5. **City Commission approval of the budget calendar for Fiscal Year 2025-26, which includes dates for Commission workshops.**
6. **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 Bar-Key Groves, Inc., regarding natural gas service to the development known as Grace Groves Phase 1; and providing an effective date.**

ADOPTED RESOLUTION 11,994

7. **Resolution of the City Commission of the City of Leesburg, Florida, approving a Proportionate Share Mitigation Agreement entered into by and between the School Board of Lake County, Florida, Meritage Homes of Florida, Inc., and the City of Leesburg, Florida, to allow for payment of Lake County School Impact Fees; and providing an effective date. (Manor Oaks)**

ADOPTED RESOLUTION 11,995

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **None**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Florida appointing members to the Beautification Advisory Committee; and providing an effective date.**

ADOPTED RESOLUTION 11,996

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

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

Mayor Reisman asked if each applicant would come up to the podium and provide a brief statement as to why they were interested in serving on this board.

Dr. Erika Jasper said she applied to this committee because it was important and Leesburg was her home. She was born and raised here. Plus, she has been active in the community since God knows when. She was active on the CRA board, and she was involved with clean-up projects. This would be another opportunity to take beautification efforts to another level. As we saw earlier, Habitat for Humanity came forth with their beautification project that inspired the community. She would love to see Leesburg

continue to grow with extended tourism. On the residential side, she would like to see our city grow and be recognized as a beautiful city. She would love to be a part of this committee and take it to another level.

Paula Jordan said she applied to this committee because she has lived here for about thirty years. She agreed with all the sentiments that our city is beautiful. We have a lot of green spaces, and we do not want litter around the city. We need to make this city beautiful because it will make for happiness and a feeling of well-being. She facilitates a program through Life Stream where students go out into the parks every Wednesday for approximately two and a half hours to pick up trash. She would like to see that program continued and expanded for students to assist so they can develop an attachment to the city and community they live in. She would like to give more opportunities for vocational experiences, such as planting flowers or painting park benches. She would like to see that program expanded.

D'Manti Nettles said he was the coach at Leesburg High School. He was also a real estate agent in Central Florida. He is and wants to continue being involved in his community. When he came home from college, his goal and vision was to come back and show the younger generation that we could be involved in many organizations and boards. He believes if he can stand and show that he can come home and be a part of the community and organizations, you can help and grow the city that you came from.

Dianne Venetta said she raised two children in the City of Leesburg. They have been here for twenty-five years. She would really like to be a part of this committee because one of her focuses is youth gardening. She works with public schools to do school gardens. She would really like to see some edible plants, flowers and vegetables. As mentioned, she would really like to focus on the youth, educate them and get them involved. If they have a place to go and have people willing to them, that can really change a community.

Brittany Leonard said she and her husband used to remodel homes in North Carolina. She also has a real estate license, so she follows the market. They moved to Leesburg about two and a half years ago and opened a home decor store in Downtown Leesburg. She did not claim to be an expert in any area, but she was willing to help any way she could. She would love to see Leesburg grow because Leesburg has a lot of potential. She would love to be a part of this committee.

Lisa Humphreys said her parents moved to Leesburg in 1969. She has lived in this city her whole life. She loves this town. She would love to do anything that helps preserve Leesburg to make it the best it can be. She would love to be a part of this committee.

Deb Jayne of Bases Loaded said she works with Keep Lake Beautiful. She is on their advisory committee, and she also volunteers for America in Bloom. She has lived in Leesburg for about five years. This will be her forever Earthly home. She loves it here, and she would like to keep it clean.

Mayor Reisman said having seven applicants show up for a new board is pretty impressive. He could only wish to have this kind of response from other boards. We received ten applications and had seven applicants in attendance. He asked if there were any commission recommendations. **Commissioner Burry** nominated Dianne Venetta. **Mayor Reisman** nominated Lisa Humphreys. It is really cool to have fresh blood on these boards. He was impressed with a lot of the applicants. He asked if there were any other recommendations. We have Dianne Venetta and Lisa Humphreys. **Commissioner Pederson** nominated Dr. Erika Jasper. **Commissioner Berry** nominated D'Manti Nettles. **Mayor Reisman** said if there were no other recommendations he would nominate Paula Jordan. Continuing, he said it was brought to his attention that there may be an organizational conflict with one of the nominees. It was a last-minute thing that popped up with D'Manti Nettles because he serves on another board. He was not

sure if that could cause an organizational conflict or if someone could serve on two boards.

Commissioner Berry said he does serve on one board, but that board is completely different and does not relate to this one. **Mayor Reisman** remarked that he would refer this to the city attorney. **CA Watson** pointed out that it depends on the authority of the board. If the board has any decision-making authorities there could be problems. There could be difficulties with avoiding sunshine laws because you have to make sure who you can converse with when you are not at a public meeting. However, the primary legal concern would be if there were decision-making authorities on one of the boards. If someone was on two boards there could be a dual office issue. **Commissioner Berry** wanted to know what the conflict would be for the other board that he sits on. From the audience, **Mr. Nettles** said he serves on the recreation board. **Commissioner Berry** wanted to know what the conflict could be if he served on both the recreation and beautification board. **CA Watson** said as long as neither board has any decision-making authority there would be no issue. He believes the planning and zoning board is the only one that has decision-making authority. So, as far as he was concerned, there would be no conflict of interest.

Commissioner Pederson wanted to make sure they were clear, because D'Manti Nettles also serves on the West Leesburg CDC. **Commissioner Berry** pointed out that the West Leesburg CDC is not a city board. **Mayor Reisman** stated that right now we have Paula Jordan, Dr. Erika Jasper, Dianne Venetta, Lisa Humphreys and D'Manti Nettles. He asked if there were any objections or other recommendations. There were none. He asked for a motion to accept the nominations for the Beautification Advisory Committee.

Commissioner Berry made a motion to accept the nominations and Commissioner Pederson seconded the motion.

The roll call vote was:

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

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

2. Susan Street Update - US 27 Entryway - Discussion and Commission Direction

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner said this item was brought to their attention due to a potential major deviation in the concept. We did the Susan Street project in a design-bid-build fashion. We took input, designed the concepts and then put them out for bid. We picked a construction firm, which was approved by a 3-2 vote. That vote approved a \$10.5 million project with Kingdom Construction and those plans were presented a few months back. However, we anticipated and hoped to bring a major entranceway to Susan Street Park off US 27 and, in order to accomplish that, we needed to work with three property owners; the Gateway Plaza, Pat Sales, and Pizza Hut. Long story short, for different reasons, we were only able to get one affirmative response from Pizza Hut, which was negative. They did not want to give us access, so that response alone shut down the possibility of an entrance coming through that area. We had some correspondence with their attorneys, we had over a year's worth of correspondence with the various entities. The last correspondence we received was from the Pizza Hut Corporation through their attorney

in Jacksonville, who said Pizza Hut was not interested due to parking concerns. However, they may be interested if there was remuneration. We asked how much they wanted, and they never responded back. With that, they decided to leave it. We have not pushed the envelope with any other property owner in this joint venture to gain access. We are at the point of pulling the trigger to issue a notice to proceed, so the contractor can start the project. However, he was not comfortable signing off on the notice to proceed because we sold the commission a project that anticipated an entrance coming off US 27, and the discussions we had said if there were issues with the concept, he would come back before the commission. The recreation director will provide the scope of the plans, costs and the options for the commission. We put the recommendation in resolution format, so based on commission input, we would move forward based on the discussion. This is the final discussion about whether to go, not go, or modify the plan for Susan Street.

Recreation Director (RD), Travis Rima, said he did not think they would be back here to discuss this again and the city manager pretty much summed up the entrance. Referring to some slides, he showed the entrance that was previously proposed that would have run between three property owners; Pat Sales, Pizza Hut and Gateway Plaza. He pointed out the red lines because that is where the three properties meet. The plan was to beautify the area, and put some landscaping in that matched the other entrances to the plaza off US 27. The previously approved plan included four full-sized grass rugby fields, one championship turf field and one auxiliary soccer field because we could not fit another rugby-sized field in. The parking lot was to come off US 27 in between these properties, but based on discussions with Pizza Hut and their kings "x", we need to move the entrance or dumb down the project to a \$5 million project. They talked with Halff, the architect and engineer, to see what a \$5 million project would look like. We would have five football/soccer-sized fields and the parking lot would stay in its current location, which would be an all-grass parking lot. The existing restrooms, concession stand and press box would remain the same. We would use the existing PA system on field one, which is located in the southeast corner. We would have Wi-Fi in that field because that is where the press box would be. We would reuse all the current bleachers that are there now, but they would be lighted. In this plan, the lights are the big cost. Lights are very expensive and there are a lot of moving parts, so we cannot just move the current lights. We have to install new lights. The \$5 million option would keep all existing facilities. However, we would have to bulldoze the baseball fields to turn them into football fields. However, the plan being proposed would use the exact original plan; however, the entrance would be moved to come in off William Street. It would be about 500 yards north of the entrance to Pizza Hut, and it would be on the other side of Pat Sales. The entryway would connect William Street to the parking lot. The one major key to this plan is that it would not move anything else in the plan. Everything would stay the same except for the entrance. So, in the future, if surrounding property owners decided to re-engage in discussions about the entrance coming in off US 27, that would still be an option. We would take the current fence out and install a gate for the entrance. That way, if the surrounding property owners decide to allow us to have an entrance off US 27, we could still do that. He believes that once this project is completed, and the surrounding property owners see the positive impacts, they will want to reopen discussions about that entrance. The local manager of Pizza Hut was very positive, but the disconnect was between them and the property owners. So, if those discussions never come along, we will still have the entrance come in off William Street. We will have a great facility that has dual uses for both local youth and sports tourism. If we went with the \$5 million plan, it would turn this into a single-use facility. Yes, it would be great for our youth, but it would not appeal to outside sports tourism. Having five grass fields will not drive people to come in from across the country. One thing he intentionally left off the slides was the marquee sign. The one big difference besides the entrance and the two highlighted areas was that we wanted to have a marquee sign. We just have to figure out how and where we want to put it. With the FDOT property at the US 441/27 interchange, we have to work with them to figure out how and where to put it. They have started discussions with the architectural engineer and construction guys, but we still need to figure out where it will go and what our options are.

Referring to a slide, he showed the budget. He knows we have seen the numbers quite a bit and taking the entrance away we will save about \$300,000. However, that entrance was going to cost more than that, but there are costs for moving utilities to come in off of William Street. Plus, they would have to pave the road coming in. This option would save roughly \$300,000, and it would put the entrance off William Street. The biggest key to remember in this project is that even at \$10.5 million, the city will only fund \$3.5 million. We would only be on the hook for 33% of the entire project. Now, if anyone follows sports tourism, you will know there are multiple facilities being constructed around Central Florida, especially East Central Florida that range from \$30 to \$130 million. Ocoee just approved a billion-dollar facility, so there is a lot of money being put into these facilities. So, with a \$3.5 million investment by the city, we would have an opportunity to bring in sports tourism, and it would be good for our youth. **CM Minner** said, wrapping up, they would answer any questions. However, they are seeking direction from the commission. There are three options. The first option is the current plan. The only difference would be to have the entrance come in off William Street. That plan is estimated at \$10.5 million with the city contributing \$3.5 million. The city's contribution would cover 33% of the total project. The second option reduces the scale of the project. It would change the fields to rectangle fields, but it would not include the rugby fields, the championship field or any bells and whistles. That is the \$5 million option. With that option, we would lose the County TDC funding, and it would not require as much CRA funding. So, the \$5 million project includes \$1.4 million of city funds, which is about 29% of the total project. To summarize, the options are to either not do the project, do the \$5 million version, or do the current plan with the entrance coming in off William Street. **Mayor Reisman** asked if there were any commission comments.

Commissioner Berry asked if the entrance sign would be on William Street. **CM Minner** answered the sign would be off William Street. However, we did not include signage in the budget. If they remember at \$10.5 million there is still a \$200,000 or \$300,000 contingency embedded in the \$10.8 million contract. That was included, so we would have money to do some type of marquee sign at William Street and US 27, which is by the old Burger King on the north side of Pat Sales. **Commissioner Connell** pointed out that the access coming in off US 27 came up about six to nine months ago. At that point, he cautioned about spending any more money on engineering consultant fees to obtain an access easement before speaking to the property owners. That was voted 4-1, so it has now cost the city \$100,000 to find out that we cannot have access coming in off US 27. This commission continues to put the cart in front of the horse when spending money. There are certain things we should obtain or get a verbal consent on before we spend any money. In less than a month we have spent \$350,000 on stuff that we have canceled. We have wasted \$450,000 over the last several months on projects we are no longer doing. Now, as far as William Street, what is the width of the right-of-way, since we are proposing to put a road through it? **RD Rima** responded it was thirty feet. The architectural engineer has looked into that, and they need twenty-two feet. **Commissioner Connell** wanted to know if we could still accommodate stormwater at thirty feet with twenty-two feet of asphalt? **RD Rima** replied that twenty-two feet was the entire road. **CM Minner** pointed out that we would have drainage and a street in that thirty-foot-wide access easement. Actually, it is not an access easement because this property is owned by the city. **Commissioner Connell** said the picture in the slide was a little vague. Would this run in between any homes because the aerial did not show any homes? **CM Minner** remarked that there was one house on the west side. **Commissioner Connell** asked if they were diverting traffic between houses on William Street? **CM Minner** responded with all due respect, that is how it is now. They have to drive through a neighborhood to get to the park. **Commissioner Connell** wanted to know what the advantage was of moving the access versus leaving it where it is now. **CM Minner** pointed out that with the shift in fields, in order for us to get larger-rugby-sized fields, which are about 30% bigger than a football field, we needed to use the west side of the property, and we needed to expand it south into the wetlands. Hence, the wetland mitigation. In order to get the configuration of five rugby-sized fields and a soccer field, including the parking lot, we had to

configure the parking lot that way. If they were to use the existing Susan Street access, we would not be able to have the larger fields. We tried to have the entrance to the park come in off US 27. However, since we are not able to have it come in off the highway, and we still want the concept, this has become the easiest and cheapest alternative for connecting to the new parking lot. The entrance would be off William Street instead of Susan Street. The current way to get to Susan Street is to take Griffin to Pamela to William to Susan. Unless you come in off William Street, which the locals only know about. There they could zoom straight across. With this concept, the entry would be off William and you would not have to drive all the way down to Susan Street, and we need that grassy area for stormwater. This would divert the entrance to William Street. **Commissioner Connell** wanted to know how long the new proposed strip would be off William Street to get to the parking lot. **CM Minner** responded about one hundred and fifty yards. **Commissioner Connell** wanted to know how much it would cost to pave one hundred and fifty yards of asphalt while accommodating stormwater. What are the engineering costs? **RD Rima** explained that they estimated \$75,000 for that entrance, which includes moving and adding utilities along with asphalt. **Commissioner Connell** inquired if we were going to asphalt one hundred and fifty yards? **RD Rima** agreed. It would be at least one hundred and fifty yards. **Commissioner Connell** wanted to confirm that we would asphalt one hundred and fifty yards twenty-two feet wide, accommodate storm water and move utilities at that price. **RD Rima** stated Ian of Kingdom Construction provided these figures. **CM Minner** added the estimate of \$10.5 million with the reduction of \$300,000 did come from the contractor and engineer. These are based on unit prices. They reported that figure to us after we asked how much it would cost to do it this way. That figure came from the contractor. **Commissioner Berry** asked if the William Street entrance was by the old Burger King. Would people have to travel south on US 441 or would they come across to turn in? **Commissioner Burry** said people could go down Griffin to turn on Penn and drive straight into it, or they could turn at Captain D's onto William Street. **Commissioner Berry** stated right now, in order to get to Captain D's you have to go around. If you are traveling north on US 27, you have to take it up to Griffin to get to Penn or Pamela Street. **Commissioner Pederson** said he supported this project at \$4.5 million. Some of his comments would be redundant, but when this went to 7.5 million, he started choking and grumbling a little bit. Then, when it hit \$10.5 million, he voted against it. Now, for him, with the entrance moving, it has now gotten worse. He still stands behind his original comments because he sees this as being a \$5 million project. He could support cutting it back. He could support five or six million dollars for the sake of our youth, and it would improve the park. He would be fine with \$5 million, but why not follow the existing site plan? That way down the road, if we wanted to build the stadium, we could. Yes, we would have to update the site plan, but he wanted to throw that out as an idea. We should follow the site plan versus a whole new site plan. He could not get behind \$10.5 million on a bet for sports tourism. He could support anything half of that for the sake of our youth. **Mayor Reisman** asked for public comments.

Chuck Johnson of 1330 Citizens Boulevard, Suite 404, said this was his hometown. He was there to encourage the commission to make a difficult decision about Susan Street. People will judge this community by the way we take care of our children. Remember, we are not just talking about our kids. We are talking about children twenty to thirty years from now. We have a chance to do something great. Yes, it is a lot of money, but everyone will forget about the price, because our children, grandchildren and great-grandchildren will enjoy this park. He encouraged them to build the project. Please build the \$10 million dollar project. We need to be daring. We need to spend the money because, otherwise, we will find another use to spend that money. It will happen, so spend the money on our youth. We need to spend that money on a place where people will come and visit. We need to make it great. We need to make it great, like Pat Thomas or Sleepy Hollow. Susan Street needs to be great too, and that is done by being brave and insightful leaders. Please spend the \$10 million and follow the project as it was originally designed, because his children and grandchildren thirty years from now will thank the city.

Roger Croft of 1125 Sunshine Avenue said he was the chairperson of the recreation advisory board. They

have to consider three options, and while he respects everyone's comments, he agrees with Chuck Johnson. They need to remember ten, twenty or even thirty years from now, when we look back at this, we are going to think we got it for a bargain. There are reasons why people come here for the Bass Tournaments, and it is not just because we have lakes. We were smart enough to develop the Ski Beach area around the lake. We also have the Pat Thomas Stadium for hosting baseball games. He was sure there was a lot of resistance when they discussed the Pat Thomas Stadium back in the day, but here we are eighty to ninety years later, and we are still enjoying that stadium along with the entire Lake County community. He was recently in Nashville, and he ran into a guy who actually played at the Pat Thomas Stadium. Hearing what he had to say made him feel great. We need to decide whether we want to build it for our children and community or if we want to compete in the realm of sports tourism. Remember, when we started talking about Sleepy Hollow, nobody thought we would be hosting national tournaments during spring break with the "Big 10" schools. Just think about all the collegiate women that have played at our local facility. Nobody thought that was going to happen, and he was there to tell them that it was possible for the Susan Street Complex too. We could attract a lot of tournaments for a fraction of the cost that other communities are spending on the same type of facility. We already have the land. We already have a beautiful complex, we just need to finish it. Yes, there are other Central Florida communities spending ten times this amount on the same type of facility, but now is the right time, and they need to make the right decision.

Mayor Reisman said since he has been on the commission it has not happened. However, over the past thirteen years of attending commission meetings, how many times has the commission dumbled-down a project, because it was too much money? Then, a year or two later, they wished they had spent the money or done the original project. Our kids deserve this and economic development will help us. He wants to see future generations along with his kids and grandchildren play on these fields. He supports this. He hopes that once this is completed the surrounding properties will come around, so we can have the entrance come off US 27. This is critical for Leesburg. It will revitalize the area and our kids and future generations deserve it. **Commissioner Connell** wanted to know if the major difference between the \$5 million and \$10 million concepts was the reduction in the size of the fields from rugby to football/soccer fields. **Commissioner Pederson** pointed out that it also includes the stadium. **CM Minner** said there would be four rugby-sized fields, which are about 30% larger than football fields that are grass. One would be a rugby-sized stadium with artificial turf. It would have bleachers, a press box, lighting, and the parking lot change. It would include restrooms and a concession stand box compared to basically the same facility. So, instead of having rugby-sized fields, it would have soccer and football fields. There would be five regular-sized Bermuda grass football fields with lighting and that is a significant difference. **Commissioner Connell** said he heard about supporting our youth and everything else, which he absolutely agrees with, but the youth in this area play football or soccer. They do not play rugby. So, if we want to support our youth, football and soccer fields are where they will play growing up. He was not sure if it was worth double the price of rugby fields.

Commissioner Burry pointed out that, yes, they were talking about rugby, but they had to throw in lacrosse. Lacrosse is a developing sport in our area, and the high school girls' lacrosse program plays and that should be played on larger-sized fields. Lacrosse fields are bigger than football or soccer fields. Most of our soccer programs are played on football fields, which are not regulation-sized fields to begin with. The reason we are talking about rugby-sized fields is that they are the biggest, and all sports can be played on them, so we would not be limited by what we can do. **Commissioner Pederson** said some speakers touched on ten to thirty years down the road. If we are going to do it, we need to do the big fields. Things do change, and we did not talk about lacrosse twenty to thirty years ago, and now we are. Plus, we do not know what the future holds for rugby. He struggled with the concept during the last vote, but for him, with the road now, it had gotten worse. Maybe that could be fixed over time. He looked at a map and if people come from outside of town, they are not going to be very impressed. They are not

going to be impressed trying to find it. They are going to be frustrated because they are not going to be able to find it. However, he would do the bigger fields. They may have the votes tonight for the full project, but why not follow the site plan and do what we can for \$5 or \$6 million. Then down the road we could look at adding to it. With Sleepy Hollow, we started sports tourism, and it has done very well. We are now spending more money on Sleepy Hollow. We have added fields to accommodate sports tourism. So, he does see the chance to grow Susan Street too. **Commissioner Burry** said we have about \$2.6 million in federal money, we have a million dollars' of County TDC money, because the county believes in this project. We have a legislative grant that our local legislators got us from the state, and it also has CRA money. This provides an incredible opportunity for us to say to our youth, community and businesses that you are worth it. He has been passionate about this, and he believes it was the right time for the City to invest in this. He would vote to approve this. **Commissioner Berry** said this was located in the heart of district one. She was excited about the opportunity, and we had long, detailed discussions about it. This will provide an opportunity for young kids to learn about these sports, and that is a plus. However, she wanted to verify that the nice greenery/fencing was still included, because she did not hear if it was. **CM Minner** concurred that it was included in that price. **Commissioner Berry** said she just wanted to make sure the esthetics remained the same. This project will benefit the community by adding jobs as well as providing an opportunity for our youth to learn different sports. There will be opportunities for scholarships for our high school students. She supports this, but she wanted to make sure we kept the surrounding neighbors protected and the esthetics as previously discussed.

Commissioner Burry made a motion to approve the \$10.5 million dollars, Option Two, that included the entrance coming off William Street and Commissioner Berry seconded the motion.

Commissioner Connell said it was mentioned earlier that the revised paving of one hundred and fifty yards with stormwater is part of the proposal. If that comes back and changes, will it be brought back before the commission? **CM Minner** replied if it was outside his spending authority, yes. His spending authority is \$50,000 or 3% of the project. It may even be 1%. However, if it did go over, it would be brought back to the commission. **DCM Hicks**, from the audience, said he believed it was a little more than that. It was more like 1.5%. **CM Minner** continued to say, basically, it is \$10.534 million plus 1.5%. Once that 1.5% threshold is exceeded, we would have to come back to the commission. **Commissioner Connell** ended by saying he did not see how they would be able to pave this and take care of stormwater for that price. **Mayor Reisman** asked if there were any further comments. There were none.

The roll call vote was:

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

Three yeas, two nays, the Commission approved the motion for Option Two.

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

CM Minner wanted to apologize ahead of time, but he felt compelled to say something in response to Commissioner Connell's report about how we have spent \$450,000 over the last four months. He wanted to put some perspective on that and provide feedback. However, in August, they could judge his performance and do what they would. This May, he will have been a city manager for thirty years. He has thirty years of experience in this profession, and he has seen a lot of different things occur. More specifically, in Leesburg he has been here a little over eleven years and one of the most exciting things he has seen happen in Leesburg, for lack of better words, is that we have picked a lot of low-lying fruit. We have made a lot of accomplishments. We have done a lot of meat and potato stuff. We have kept electric rates down, we kept water flowing, and we have fixed everything from hurricanes. All of that was low-lying fruit. Now, we also did a couple of big projects; we did the Venetian Center, the teen center, the aquatic facility, and we had a lot of back and forth discussions on all those. However, he would still suggest that those projects were low-lying fruit. On the table lately, we have progressed to projects that he considers high-hanging fruit. As we reach higher to achieve different projects that have longer implications, there will be more tentacles, more problems and more unforeseen issues. We are now seeing that in two big projects.

First, Susan Street. Yes, we did put the cart before the horse a little bit in the parking lot, but for him, the city attorney and the recreation director, none of them thought they would be back here. They were shocked that these three entities did not respond back quicker and if we continued to wait we would just be sitting. Yes, he was disappointed that \$100,000 had gone out the door. However, the stage is set, and we could still gain access in the future through that parking lot if the businesses come to their senses and realize they missed the opportunity to fix a three-way cluster of horrible ingress. The police department and EMS have both responded to that area at least for one significant major event since he has been here. Yes, they had an opportunity to fix it, but this project has multiple tentacles. It is a tough project and it is high-hanging fruit. However, in the long term, this will benefit generations to come.

The other project covers what we are doing downtown. There we heard the same conflicts, discussions and comments about how we are wasting money. We heard it when we were talking about purchasing the Tropic building, and how that was a waste of money. We also talked about investing in parking and getting rid of the old Partnership building. During the discussions, we also heard it was a waste of money. Both projects deal with parking improvements. We are demolishing a facility and moving two organizations into the Tropic building. Then we are moving two city departments to two different facilities. Look, we are getting these projects done, and we are staying within budget parameters.

Now, back to Susan Street, in his thirty years of experience, he has heard ad nauseam about spending other people's money and being creative. With this \$10 million project we are only spending \$3.5 million of our own money. We only have 30% skin in the game. He would challenge any other municipal corporation or any other political subdivision in the state to say that they did a project with only 30% skin in the game. So, yes, he was bragging a little, but we just tackled a humongous project without having that much skin in the game.

At the last meeting, we made that decision based on pending litigation. There was no clear-cut definitive

answer that the state was going to support Senator Truenow's bill and demand that fluoride be taken out of the water. We did that because that was the fiduciary thing to do. At least that was his position and his recommendation. The commission voted to change the course of that project. Also, if anyone follows legislation in Tallahassee, there is legislation sitting at their desks that takes away CRAs. So, effective October 1, 2025, there may not be any more projects. Therefore, if we were not going to do this project and spend that US Hwy 441/27 CRA money, we would have to spend all \$6 million of it somewhere else. If the state legislature supports the bill as written, come October 1st that money could be gone. Yes, we are doing significant projects and yes, they are cumbersome, but that is because they are high-hanging fruit. At the end of the day, our experience and record show that once we get things set, we stay within budget parameters. Yes, we may argue about it until the cows come home, but once things are set, we stay within our target. Tomorrow he will instruct the recreation director to issue a notice to proceed, and he will report back accordingly.

10. ROLL CALL:

Commissioner Pederson had no comment.

Commissioner Berry said the Dining in the Dark event that was put on by New Vision of Independence, was held on March 6th. It was a wonderful experience. New Vision is relocating from the Mount Dora/Eustis area to Leesburg. She highly recommended that the city commission and community support them because they do many wonderful things. With CRAs, the state legislature is looking at doing away with them. It is very important that we all, by tomorrow, March 11th, join in by 4:00 p.m. She wanted to know as a commission what they could do to get their comments in. Should they do it individually? What would have the most effective impact? **CM Minner** said the best thing they could do is have a resolution in opposition to the proposed bill. He could have that on the agenda for the next meeting. They could all vote on it and send it to Tallahassee. **Commissioner Berry** pointed out that they need it by tomorrow, so we need to do something. This is really important because we will all suffer. It will not just be the most poverty areas, it will be felt throughout the whole city. Every CRA will be gone, and we will not be able to do anything. We will then be majorly limited. **CM Minner** stated if they do need a statement for tomorrow, he would look into it. If the commission is of the same opinion, he would draft a letter on behalf of the commission and have the mayor sign it. By motion of heads, the commission was in agreement with him, drafting a letter. He plans to do both. He will get a letter drafted on behalf of the commission and have the mayor sign it. He will also have a resolution ready for the next meeting.

Commissioner Connell had no comment.

Commissioner Burry had no comment this evening.

Mayor Reisman said he attended the Arts Festival over the weekend. He thought it was a good layout, and it was well attended. With upcoming events, he hoped everyone could make it out to the Shamrockin' Festival this weekend. It will be held on March 14th and 15th. The Leesburg Special Events has an event coming up that is one of his favorites; it is called Blooms and Brews. It will be held downtown on March 22nd. He highly recommends going. Another favorite event is the Leesburg Chambers, Spring Fish Fry. It will be held on April 3rd. If you have never been, you should go. As a follow-up, the LHS boys basketball team fell short in the third overtime with a score of 54-47. They fought hard and they made us proud. He knows they appreciated the support the city commission gave them. Last, he knows we do not all see eye to eye on a lot of things, but he likes how we come together. He has learned a lot from all the commissioners. Collectively, we bring a lot of wisdom, and he enjoys working with everyone. We have a great city manager, deputy city manager and staff members and everyone does a great job. He looks forward to working with everyone on future projects. **Commissioner Pederson** wanted to clarify about

the \$350,000 for fluoride, that should not fall on the city manager, that should fall on the commission, and he would fall on that sword. He did not think it was fair for the city manager to take the blame for that. **Mayor Reisman** agreed.

11. ADJOURN:

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

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

With a motion by Commissioner Pederson and a second by Commissioner Berry, the meeting adjourned at 7:07 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: March 24, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Public Transportation Grant Agreement 438449-2-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for the construction of a multi-unit hangar building at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the FDOT PTGA.

Analysis:

The Florida Department of Transportation has presented a grant for Hangar Construction at 80% funding, based on estimates.

At the February 13, 2025, meeting, the Airport Advisory Board unanimously recommended construction of the multi-unit (4) corporate hangars to be the first of four planned multi-unit hangar buildings to be constructed.

Procurement Analysis:

N/A

Options:

1. Approve and execute PTGA 438449-2-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Airport Capital Projects budget includes funds for this project. This project has been approved for an FDOT reimbursable grant which will fund 80% of this project.

Account No. 048-0000-334-4100

WF No. 1383898/3

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PUBLIC TRANSPORTATION GRANT AGREEMENT 438449-2-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A MULTI-UNIT HANGAR BUILDING AT THE LEESBURG INTERNATIONAL AIRPORT; 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 Public Transportation Grant Agreement with the State of Florida Department of Transportation, whose address is 719 S Woodland Blvd, Deland, Florida 32720.

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 _____ day of _____ 2025.

Mayor

ATTEST:

City Clerk

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Financial Project Number(s): (item-segment-phase-sequence) 438449-2-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DDR, DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000362006
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Leesburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Bidding and Construction for the Hangar Building at Leesburg International Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,759,163. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,407,330 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i.** Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii.** Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii.** "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv.** "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Hangars, which are growth driven, will generate rent and fuel sale revenues. There is a current waiting list of over 45 aircraft owners. The airport lacks, sufficient number of hangars to meet the current demand. This project consists of the construction of a 4-unit maintenance hangar building and includes associated aprons.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the Hangar Building project.

The specifics of the Project Scope for construction are described in and limited by the Contract Drawings for the Construction identified as "Aircraft Storage Hangars Phase I at Leesburg International Airport" prepared by Avcon Consultants, Inc., dated November 2024, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

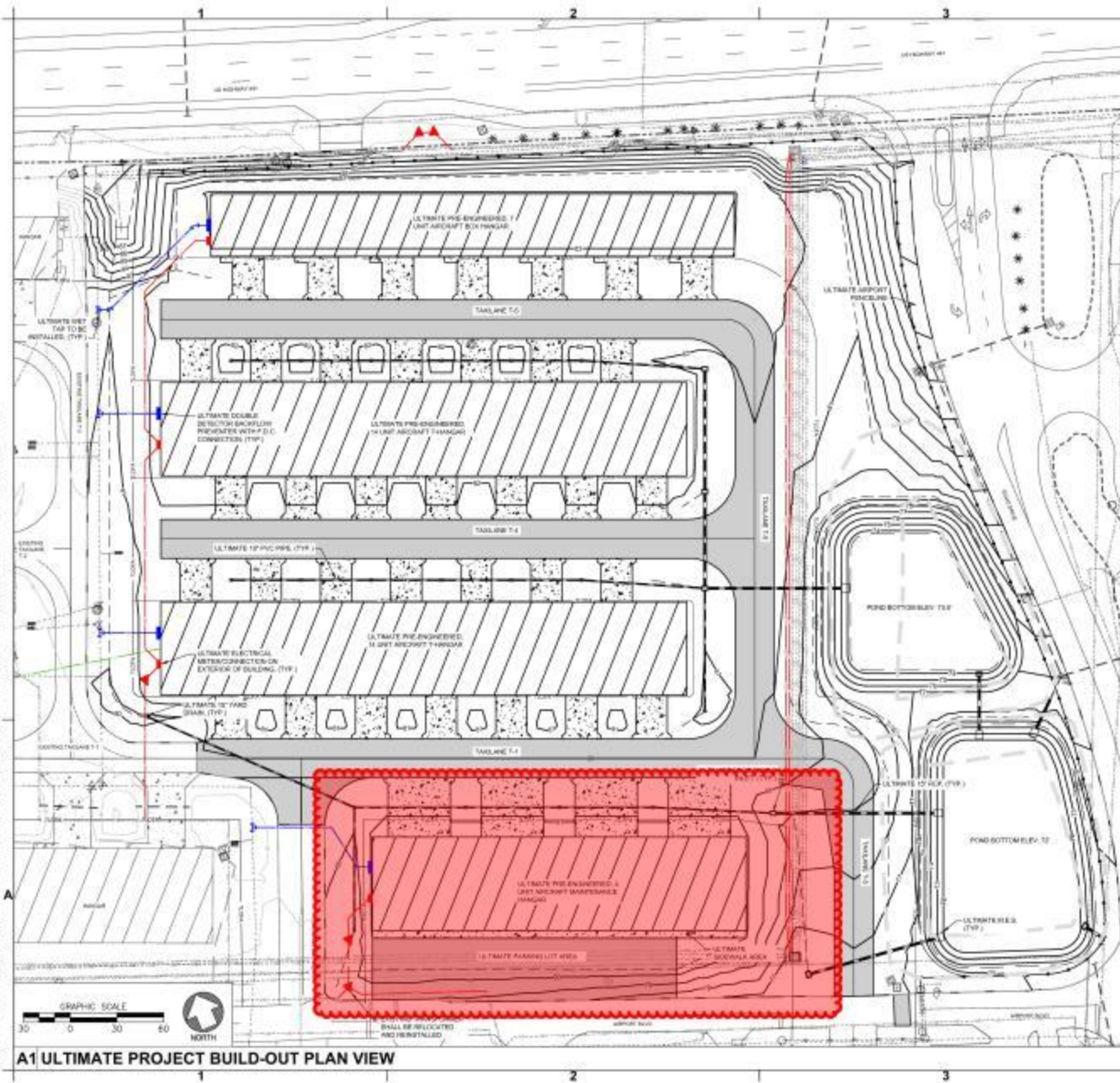
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

C:\Users\m.burke\OneDrive\Documents\A1 Ultimate Project Build-Out Plan View.dwg - Last Modified: 11/11/2023 10:14:00 AM - 11/11/2023 10:14:00 AM - 11/11/2023 10:14:00 AM



A1 ULTIMATE PROJECT BUILD-OUT PLAN VIEW

NOTES

THE ULTIMATE BUILD-OUT DEPICTED IN THE PLAN VIEW IS REPRESENTATIVE OF THE FULL COMPLETION OF THE AIRCRAFT STORAGE HANGARS PROJECT. PLEASE SEE THE CONSTRUCTION AND SAFETY PLANING PLAN ON SHEET GC102 FOR THE METHODOLOGY OF PHASE I OF THE PROJECT.

THE AIRCRAFT STORAGE HANGARS, PHASE I PLAN INCLUDES DEMOLITION OF EXISTING PAVEMENT, DRAINAGE INFRASTRUCTURE, AND UTILITIES AS WELL AS CLEARING AND GRUBBING AS SHOWN ON CDPI. THE CONSTRUCTION OF TAILLINES T-1, T-2, AND T-3 AS SHOWN ON SHEET GC101, GRADING, OPERATIONS AND INSTALLATION OF DRAINAGE PIPES AND STRUCTURES NECESSARY TO SUPPORT THE ACCOMPANYING HANGAR INFRASTRUCTURE AS SHOWN ON CDPI. INSTALLATION OF NEW UTILITY INFRASTRUCTURE AS SHOWN ON CDPI AND TAILLINE ANCHOR UNITS AS SHOWN ON CDPI.

ALL HANGARS, CONCRETE APRONS/SEAWALKS AND PARKING AREAS DEPICTED IN THE PLAN VIEW ARE NOT INCLUDED IN PHASE I OF THE AIRCRAFT STORAGE HANGARS PROJECT.

THE PROPOSED UTILITY LINES AND CONNECTIONS SHOWN IN THE ULTIMATE BUILD-OUT ARE SUBJECT TO CHANGE DUE TO THE CITY OF LEESBURG GOVERNING OF PROPOSED UTILITIES.

- ULTIMATE UNDERGROUND ELECTRIC
- ULTIMATE POTABLE WATER LINE
- ULTIMATE SANITARY SEWER SERVICE
- NEW TAILLINE/PARKING LOT ASPHALT PAVEMENT SECTION
- FUTURE CONCRETE APRON PAVEMENT SECTION
- FUTURE PRE-ENGINEERED AIRCRAFT HANGAR

B4 SHEET NOTES AND SHEET LEGEND



A4 KEY PLAN



LEESEBORG AIRPORT
1971 - 1972

REVISIONS	
NO.	DESCRIPTION
1	AS SHOWN
2	REVISION 2023
3	REVISION 2023
4	REVISION 2023
5	REVISION 2023
6	REVISION 2023
7	REVISION 2023
8	REVISION 2023
9	REVISION 2023
10	REVISION 2023

ULTIMATE PROJECT BUILD-OUT PLAN

AIRCRAFT STORAGE HANGARS - PHASE I

LEESEBORG INTERNATIONAL AIRPORT (A1), 1807 AIRPORT BLVD, LEESEBORG, FL 34748



gsi consultants

410 SOUTH ST. SUITE 100
ORLANDO, FLORIDA 32801
PHONE: 407.444.4444
FAX: 407.444.4444
PROJECT NO. 2023-04
SHEET
GC101

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438449-2-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$407,330.00
438449-2-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$351,833.00
438449-2-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$1,000,000.00
Total Financial Assistance							\$1,759,163.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,407,330.00	\$351,833.00	\$0.00	\$1,759,163.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,407,330.00	\$351,833.00	\$0.00	\$1,759,163.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luci Taylor

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luci Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luci Taylor.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: ~CSFATitle~

CSFA Number: 55.004

***Award Amount:** \$1,407,330

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: March 24, 2025

From: Corey Goepfert, (Gas Director)

Subject: 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 Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills - Phase 1A; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution authorizing the Mayor and City Clerk to execute a gas service agreement between the City of Leesburg and Whispering Hills, LLC.

Analysis:

The City of Leesburg is agreeing to provide natural gas service to Bellaviva at Whispering Hills, LLC., for the development known as Whispering Hill – Phase 1A, located east of U.S. Highway 27 and north of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement, the owner will utilize natural gas in at least 80% of 47 units. A budget adjustment will be made in the amount \$137,103.35.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The said Developer will place construction funds totaling \$137,103.35 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

RESOLUTION NO. _____

**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
BELLAVIVA AT WHISPERING HILLS, LLC, REGARDING NATURAL GAS
SERVICE TO THE DEVELOPMENT KNOWN AS WHISPERING HILLS -
PHASE 1A; 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 Bellaviva at Whispering Hills, LLC, regarding providing natural gas service to the development known as Whispering Hills - Phase 1A.

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 24th day of March 2025.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 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 Bellaviva at Whispering Hills, LLC 4407 Vineland Rd. Suite 101, Orlando, Florida 32811 (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is the current owner of the following real property located in Leesburg, Lake County, Florida (the "Property"):

See Schedule "A" attached hereto

Parcel Identification Number(s): 30-20-25-0002-0000-0700, 30-20-25-0002-0000-0500

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Whispering Hills Phase 1A" (the "Development"); and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, requires that Owner utilize natural gas in connection with development of the Property; and

WHEREAS, the City has agreed to provide natural gas service to the Property 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 Property. 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 hereto as Exhibit "B" 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 (47) units within the Development are equipped with:

- A. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
- B. A natural gas water heater, and natural gas stove, and natural gas dryer.

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 Property 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 thirty Seven Thousand One Hundred and Three dollars and Thirty Five cents (\$137,103.35). Fifteen (15) days 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 and Property.

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. The City shall both own and maintain the natural gas system on the Property up to and including the natural gas meter. The natural gas system from the outlet of the gas meter to the appliance utilizing the natural gas shall be maintained by the Owner and Owner's heirs, successors, or assigns. Notwithstanding anything to the contrary contained herein, to the extent the natural gas system owned and

maintained by the City or any part thereof is damaged as a result of the acts, conduct, or failure to act of Owner and/or Owner's agents, employees, representatives, members, managers, shareholders, officers, directors, tenants, contractors, laborers, or material suppliers, or in the event of any deviation from standard service to any existing or proposed natural gas infrastructure occurs, then Owner shall be responsible for paying for all costs, charges, and expenses whatsoever associated with any repairs, reconstruction, and replacements to the natural gas system, including but not limited to, all costs of gas loss resulting from the damage.

7. The Owner shall grant to the City all easements needed to install, operate, maintain, repair, and replace the natural gas pipelines on the Property, including minimum five foot (5') side lot easements, and shall dedicate or otherwise convey those easements to the perpetual use of the City and its successors in interest for the purpose of laying, installing, operating, 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, maintenance, repair, and replacement of any necessary regulator stations and all associated equipment on the Property.

8. 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.

9. 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.

10. 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.

11. 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.

12. If the developer fails to pay the funds required under this Agreement or otherwise defaults under the terms of this agreement, the City is not obligated to install the natural gas infrastructure in the development, may discontinue installation and may terminate this Agreement. In addition, the City may suspend issuance of any and all permits for construction on the Property or within the Development until such time as Owner has paid the amount due and the natural gas service Agreement has been reinstated.

13. 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 out of or otherwise related to this Agreement, venue shall lie only in a state court of competent jurisdiction in Lake County, Florida.

14. 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.

15. 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.

16. 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.

17. This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

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

CITY OF LEESBURG

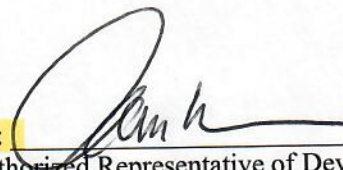
BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: JEAN MARSAU
Title: MANAGER

Schedule "A"

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

BUSBY ROAD PROPERTY

PARCEL A

FROM THE EAST QUARTER (E 1/4) CORNER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE RUN NORTH 89°33'50" WEST ALONG THE MID-SECTION LINE OF SAID SECTION, 1,331.03 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION AND TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°33'50" WEST, ALONG THE MID-SECTION LINE OF SAID SECTION, 1,331.03 FEET TO THE MID-SECTION CORNER OF SAID SECTION; THENCE RUN NORTH, ALONG THE MID-SECTION LINE OF SAID SECTION, 64.0 FEET; THENCE RUN SOUTH 88°11'10" EAST, 1,331.66 FEET; THENCE RUN SOUTH, PARALLEL TO THE MID-SECTION LINE OF SAID SECTION 32.0 FEET TO THE POINT OF BEGINNING.

PARCEL B

BEGINNING AT THE EAST QUARTER (E 1/4) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, THENCE RUN NORTH 89°33'50" WEST ALONG THE MID-SECTION LINE OF SAID SECTION 1,331.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION; THENCE RUN NORTH, PARALLEL TO THE MID-SECTION LINE OF SAID SECTION, 32.0 FEET; THENCE RUN SOUTH 88°11'10" EAST 1,331.66 FEET TO THE POINT OF BEGINNING.

PARCEL C

SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL D

SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL E

SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION DEEDED TO LAKE COUNTY BY DEEDS RECORDED IN DEED BOOK 344, PAGE 455, OFFICIAL RECORDS BOOK 1180, PAGE 2084, OFFICIAL RECORDS BOOK 3629, PAGE 1415 AND OFFICIAL RECORDS BOOK 3629, PAGE 1423, RECORDED IN OFFICIAL RECORDS BOOK 3657, PAGE 2287, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BAUGH PROPERTY

PARCEL 1: THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

KIDD PROPERTY

THE SOUTH 679.75 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, LESS RIGHT OF WAY FOR BUSBY ROAD AND LESS THAT PORTION DEEDED TO SILVER SPRINGS CITRUS, INC., A FLORIDA CORPORATION, BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3458, PAGE 807, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

KNIGHT PROPERTY

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, IN SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

UNITED SOUTHERN BANK PROPERTY

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 29, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

HOFFMAN PROPERTY:

PARCEL 1: THE NORTH 500 FEET OF THE EAST 200 FEET OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SE 1/4), IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 330 FEET, LESS THE EAST 330 FEET OF THE WEST HALF (W 1/2) OF GOVERNMENT LOT 3 (N 1/2 OF THE SW 1/4), IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE WEST HALF (W 1/2) OF GOVERNMENT LOT 4 (S 1/2 OF THE SW 1/4), LESS THE SOUTH 700 FEET OF THE WEST 500 FEET THEREOF, IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL 3:

THE NORTH HALF OF GOVERNMENT LOT 1 (N 1/2 OF THE NW 1/4) LESS THE WEST 700 FEET THEREOF, IN SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA;

AND

THE SOUTH HALF OF GOVERNMENT LOT 1 (N 1/2 OF NW 1/4) LESS THE WEST 700 FEET THEREOF, IN SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE WEST 700 FEET OF GOVERNMENT LOT 1 (N 1/2 OF THE NW 1/4), LESS THE NORTH 300 FEET OF THE WEST 250 FEET THEREOF, IN SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTH HALF OF THE WEST HALF OF GOVERNMENT LOT 2 (S 1/2 OF THE NW 1/4), IN SECTION 30, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL 4:

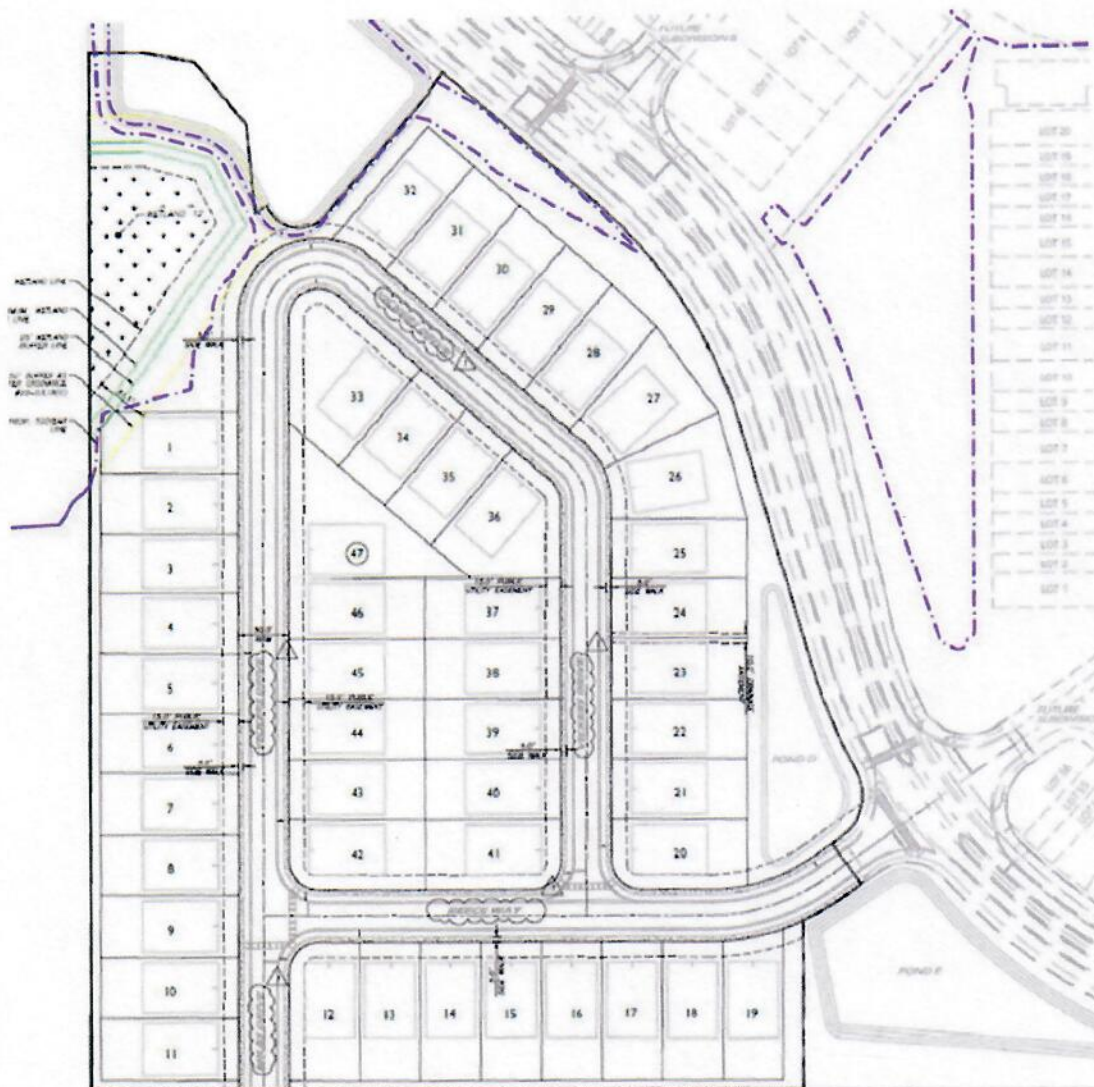
THE NORTH 330.08 FEET OF THE SOUTH 1,680.23 FEET OF THAT PART OF THE NORTHEAST QUARTER (NE 1/4), IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY 27, AS THE SAME NOW EXISTS, LESS AND EXCEPT THE FOLLOWING:

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN S00°34'38"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 878.00 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING A POINT ON THE SOUTH LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 5081, PAGE 1845 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N89°08'34"W, ALONG SAID SOUTH LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 5081, PAGE 1845, A DISTANCE OF 2234.05 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 5081, PAGE 1845 WITH THE NORTH LINE OF THE NORTH 330.08 FEET OF THE SOUTH 1,680.23 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE RUN S89°31'48"E, ALONG SAID NORTH LINE OF THE NORTH 330.08 FEET OF THE SOUTH 1,680.23 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 2234.07 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE RUN S00°34'38"W, ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 25, A DISTANCE OF 1488 FEET TO THE POINT OF BEGINNING.

AND

THE NORTH 330.08 FEET OF THE SOUTH 1,330.15 FEET OF THAT PART OF THE NORTHEAST QUARTER (NE 1/4), IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY 27, AS THE SAME NOW EXISTS.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: March 24, 2025

From: Corey Goepfert, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Second Amendment to Gas Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC, and Aggarwal & Gupta Family Foundation, Inc. to terminate installation of natural gas infrastructure in the development known as Arbor Park; and providing an effective date.

Staff Recommendation:

Staff recommends approving the Resolution authorizing the Mayor and City Clerk to execute the Second Amendment to the Gas Service Agreement for the Arbor Park development.

Analysis:

Installation of natural gas infrastructure in the Arbor Park development in Fruitland Park is no longer practical and the Second Amendment to the Gas Service Agreement will terminate all obligations relating to such installation.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Termination of this agreement has no fiscal impact on the Gas Fund.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SECOND AMENDMENT TO GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND GARDEN STREET COMMUNITIES SOUTHEAST, LLC, AND AGGARWAL & GUPTA FAMILY FOUNDATION, INC. TO TERMINATE INSTALLATION OF NATURAL GAS INFRASTRUCTURE IN THE DEVELOPMENT KNOWN AS ARBOR PARK; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Second Amendment to the Gas Service Agreement between the City of Leesburg and Garden Street Communities Southeast, LLC and Aggarwal & Gupta Family Foundation, Inc., is approved to terminate the installation of natural gas infrastructure in the development known as Arbor Park, and the Mayor and City Clerk are hereby authorized and directed to execute the Second Agreement.

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 24th day of March 2025.

Mayor

ATTEST:

City Clerk

SECOND AMENDMENT TO GAS SERVICE AGREEMENT

THIS SECOND AMENDMENT TO GAS SERVICE AGREEMENT (“**Second Amendment**”) is made this ____ day of _____, 2025 by and among **THE CITY OF LEESBURG, FLORIDA**, whose address is currently 501 West Meadow Street, Leesburg, Florida 34748 (“**City**”), and **GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company, whose address is currently 100 W. Garden St., 2nd floor, Pensacola, Florida 32502 (“**Owner**”) and **AGGARWAL & GUPTA FAMILY FOUNDATION, INC.**, a Florida corporation, not-for-profit, whose address is currently 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (“**Foundation**”)

WITNESSETH:

WHEREAS, City and Park Square Enterprises, LLC, a Delaware limited liability company (“**Park Square**”), entered into that certain Gas Service Agreement (“**Gas Agreement**”) executed August 23, 2021; and

WHEREAS, on November 22, 2023, the City and Park Square amended certain terms and conditions of the Gas Agreement pursuant to an Access Parcel Transfer Agreement, a copy of which is attached hereto as Exhibit “A” (the “**Access Parcel Transfer Agreement**”); and

WHEREAS, Park Square assigned the Gas Agreement, as amended, to the Aggarwal & Gupta Family Foundation, Inc., a Florida corporation, not-for-profit (“**Foundation**”) in that certain Assignment and Assumption of Gas Service Agreement (“**Foundation Assignment**”); and

WHEREAS, Foundation assigned the Gas Agreement, as it pertains to the Arbor Park Phase 1 portion of the Development, to Owner in that certain Partial Assignment and Assumption of Gas Service Agreement (“**Garden Street Assignment**”); and

WHEREAS, City, Owner, and Foundation desire to amend the Gas Agreement, as previously amended by the Access Parcel Transfer Agreement, as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and promises of the parties hereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Recitals: Capitalized Terms**. The foregoing recitals are true and correct and hereby incorporated into this Amendment by this reference. All capitalized terms used herein shall have the same meanings given thereto in the Access Parcel Transfer Agreement and Gas Agreement unless separately defined therein.

2. **Amendment**. Neither the City, Foundation, nor Owner shall have any obligation whatsoever to install natural gas infrastructure or equipment within the Development or otherwise serving the Development. Thus, all obligations set forth in Sections 1, 2, and 4 through 11 of the Gas Agreement, as amended by the Access Parcel Transfer Agreement, are hereby terminated.

3. Ratification. Except as expressly modified hereby, all of the terms and conditions of the Gas Agreement and Access Parcel transfer Agreement shall remain in full force and effect and are hereby ratified and confirmed.

4. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date and year first written above.

“City”

Signed, sealed, and delivered
in the presence of:

CITY OF LEESBURG, a Florida municipal
corporation,

ALAN REISMAN, Mayor

ATTEST: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the date and year first written above.

"Owner"

Signed, sealed, and delivered
in the presence of:

**GARDEN STREET COMMUNITIES
SOUTHEAST, LLC**, a Florida limited
liability company



Print Name: AMANDA SNOW

Address: 100 W. Garden St., 2nd floor
Pensacola, FL 32502



Print Name: WILLIAM B. ADAMS

Address: 100 W. Garden St. 2nd floor
Pensacola, FL 32502



By:

Print Name: William Bryan Adams

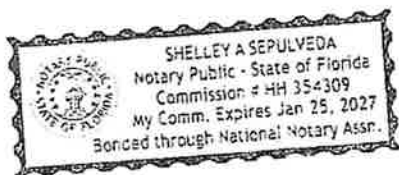
Title: Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of March, 2025, by William Bryan Adams, as Manager of Garden Street Communities Southeast, LLC, a Florida limited liability company, on behalf of the company. He ☒ is personally known to me OR ☐ has produced as identification.

[AFFIX NOTARY SEAL]


Notary Public

Print Name

My Commission Expires: 1.25.27

"Foundation"

Signed, sealed, and delivered
in the presence of:

**AGGARWAL & GUPTA FAMILY
FOUNDATION, INC.**, a Florida not for profit
corporation,

[Signature]
Print Name: SUGANDHA SHARMA

Address: 5200 Vineland Rd.,
Orlando, FL 32811

[Signature]
Print Name: Achal Aggarwal

Address: 5200 Vineland Rd.,
Orlando, FL 32811

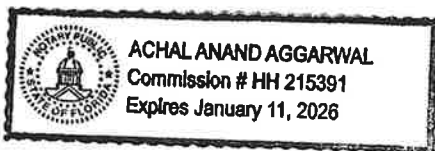
[Signature]
By: Braham R. Aggarwal Suresh Gupta
Print Name: Braham R. Aggarwal
Title: President/Chairman Vice-President

STATE OF FLORIDA

COUNTY OF ESCAMBLA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 7th day of March, 2025, by Suresh Gupta
Vice-President and Chairman of Aggarwal & Gupta Family Foundation, Inc., a Florida not for profit
corporation, on behalf of the corporation. He ☒ is personally known to me OR ☐ has produced
as identification.

[AFFIX NOTARY SEAL]



[Signature]
Notary Public
Achal Aggarwal
Print Name
My Commission Expires: 1/11/26

EXHIBIT “A”
ACCESS PARCEL TRANSFER AGREEMENT

[SEE ATTACHED]

RESOLUTION NO. 11,742

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPROVING AN ACCESS PARCEL TRANSFER AGREEMENT FOR THE TRANSFER OF AN ACCESS PARCEL DESCRIBED IN THE AGREEMENT FROM PARK SQUARE ENTERPRISES, LLC TO THE CITY OF LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Access Parcel Transfer Agreement between Park Square Enterprises, LLC and the City of Leesburg, attached hereto, is hereby approved and the Mayor and City Clerk are authorized to execute this agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of November 2023.


Mayor

ATTEST:


City Clerk

ACCESS PARCEL TRANSFER AGREEMENT

THIS ACCESS PARCEL TRANSFER AGREEMENT is hereby entered into this 27 day of November, 2023, by and between PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, 5200 Vineland Road, Suite 200, Orlando, Florida 32811 ("Park Square") and THE CITY OF LEESBURG, FLORIDA, 501 West Meadow Street, Leesburg, Florida 34748 ("City") regarding certain real property located in Leesburg, Lake County, Florida.

WHEREAS, Park Square is the owner of the following described real property, located in Leesburg, Lake County, Florida (hereinafter referred to as the "Access Parcel"):

THE SOUTH 50 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4
OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA.

Parcel ID Number: 16-19-24-0001-000-05300

WHEREAS, Park Square is also the owner of parcels adjoining the Access Parcel (the "Adjoining Parcels") which are located in the municipal boundaries of the City of Fruitland Park, Florida ("Fruitland Park"), and has an application for a final plat of said Adjoining Parcels pending before Fruitland Park (the Adjoining Parcels and Access Parcel are hereinafter collectively referred to as the "Development");

WHEREAS, the City is Park Square's predecessor in title to the Access Parcel and conveyed the Access Parcel to Park Square with certain conditions in anticipation of Park Square utilizing the Access Parcel to provide access to a residential development on the Adjoining Parcels;

WHEREAS, among other conditions of the transfer, the parties entered into a Gas Service Agreement dated August 23, 2021, whereby the City agreed to provide natural gas service to the Development and Park Square agreed to install a natural gas water heater in each residential unit of the Development (the "Gas Agreement"). (A copy of the Gas Agreement is attached hereto and incorporated herein as Exhibit "A");

WHEREAS, pursuant to the Gas Agreement, Park Square agreed to construct, at its expense, a road over the Access Parcel, to the City's road construction standards, post a maintenance bond for the road upon completion in the manner required by the City's Code, and dedicate the same to the City, who would then take over maintenance obligations subject to the warranty and maintenance bond;

WHEREAS, pursuant to the Gas Agreement, the parties further agreed that at the time the Certificate of Occupancy is issued for the first structure completed within the Development, Park Square shall pay the City, in one lump sum, \$250,000.00, to defray the cost of the City providing police protection and other services in perpetuity on the Access Parcel for the benefit of the Development;

WHEREAS, although Park Square still desires to construct a road serving the Development on the Access Parcel, in an effort to simplify the platting process with Fruitland Park and to avoid cross-boundary platting issues, Park Square now wishes to reconvey the Access Parcel to the City; and

WHEREAS, the City is willing to accept conveyance of the Access Parcel and dedication of the road upon completion, consistent with the terms of the Gas Agreement and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the matters stated above and of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Park Square hereby agree as follows:

1. The above-stated recitals are true and correct and are hereby incorporated herein for all purposes.
2. Park Square will comply with the terms and conditions of the Gas Agreement, including, but not limited to, construction of the road on the Access Parcel to the City's standards; post a maintenance bond for the road upon completion in the manner required by the City's Code; dedicate the road to the City; equip all residential units in the Development with at least a natural gas water heater and endeavor to equip as many residential units in the Development as possible with other natural gas appliances such as natural gas heating and ranges; and pay the City the lump sum of \$250,000.00 upon issuance of the Certificate of Occupancy for the first structure completed in the Development.
3. Park Square shall construct and install the road on the Access Parcel (the "Road") consistent with the City's standards according to engineering plans submitted by Park Square and approved by the City prior to commencement of construction, subject to such changes as are approved and/or directed by the City. Within thirty (30) days of the City's final inspection of the Road and issuance of a letter of acceptance related thereto, Park Square shall convey the Access Parcel to the City. Such conveyance or dedication shall be at no cost to the City. The Access Parcel shall be conveyed by Park Square to the City by virtue of the execution and delivery of a Special Warranty Deed, in the form attached hereto as Exhibit "B". At the time of conveyance Park Square shall furnish a title insurance policy in favor of the City, in the amount of the Agreed Value, insuring title to the Access Parcel to ensure the City's ownership of the Access Parcel, free and clear of all liens and encumbrances, except for matters of record. Park Square further agrees, at the time of conveyance, to furnish a certification of final construction costs associated with the Road constructed hereunder, warrant the Road for a period of twenty-four (24) months from the date of acceptance by the City (the "2 Year Period"), and post a two (2) year maintenance bond for fifteen percent (15%) of the value of the Road. The Parties hereby agree that the value of the Road for purposes of this Agreement is \$179,268.10 (the "Agreed Value"). Park Square and its successors, however, shall bear no responsibility for any costs and expenses for the ongoing maintenance and repair of the Road after the expiration of the 2 Year Period unless otherwise set forth in this Agreement.
4. Provided the Road is constructed to City standards and is otherwise acceptable to the City upon completion of construction by Park Square, the City will accept dedication of the Road and/or otherwise establish the Road as a public road in the City and will accept maintenance obligations thereof subject to the warranty and maintenance bond.
5. Except as modified by the terms and conditions of this Agreement, the Gas Agreement shall remain in full force and effect.
6. Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.
7. This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall lie exclusively in a court of competent jurisdiction in Lake County, Florida.

8. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, representatives, affiliates, officers, officials, directors, partners, members, and joint ventures of the Parties.

9. Failure by the City or Park Square to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and Park Square, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

10. The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. Notwithstanding the above, Park Square waives any claim for, and the City shall not be liable for, any consequential or special damages pursuant to this Agreement.

11. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

12. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

13. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

14. The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

15. This Agreement shall become effective upon the date of execution by the last of the Parties and may be recorded in the Public Records of Lake County, Florida, following its Effective Date.

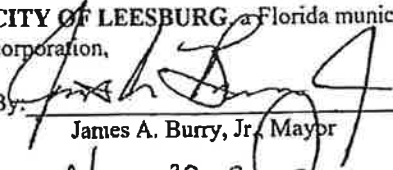
16. The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

CITY OF LEESBURG, a Florida municipal
corporation,

By: 

James A. Burry, Jr., Mayor

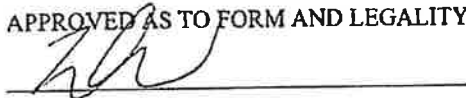
Date: Nov. 27, 2023

ATTEST:



J. Andi Purvis, City Clerk

APPROVED AS TO FORM AND LEGALITY:



William Grant Watson, City Attorney

[Signatures on the following page]

PARK SQUARE ENTERPRISES, LLC,
a Delaware limited liability company,

WITNESSES:

[Signature]

SUGANDH SHARMA

[Signature]

Achal Aggarwal

By: [Signature]

Name: SURESH GUPTA

Title: Manager

Date: 10/26/23

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 26th day of October, 2023,
by Suresh Gupta, as the manager of Park Square Enterprises,
LLC, a Delaware limited liability company, who is ☒ personally known or produced as identification

(Seal)



[Signature]

NOTARY PUBLIC

Exhibit "A"

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 23 day of August, 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 Park Square Enterprises, LLC (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is purchasing certain land for the development of a subdivision located in Fruitland Park, Florida, to be known as _____ (hereafter referred to as the "Development"), in accordance with the master plan for the Development on file with Fruitland Park; and

WHEREAS, Owner will obtain access to the Development through its purchase of the property currently owned by the City, designated as Alternate Key No. 3412508, and intends to construct a roadway on other property (the "Right of Way Parcel") which constitutes an extension of Martin Luther King Boulevard and lies within the municipal limits of the City, but will serve only as an entrance to the Development, which is in Fruitland Park; and

WHEREAS, the City is willing to sell the property it owns to Owner, if Owner will enter into this Agreement, and

WHEREAS, Section 22-7 of the Code of Ordinances of the City of Leesburg, Florida, would require Owner to utilize natural gas within the Development if it were within the municipal limits of the City, and the City has a franchise to provide natural gas service to residents of Fruitland Park; and

WHEREAS, the City has agreed to provide natural gas service to the Development under the terms and conditions set forth below, and Owner has consented to enter into this Agreement as part of the consideration for the sale of Alternate Key No. 3412508 to Owner,

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 as contemplated herein 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 each of the planned one hundred forty eight (148) units within Phase One, and all of the units in all subsequent phases, are equipped with at the least a

natural gas water heater. Owner is encouraged to, and shall endeavor to, equip as many homes as possible with other natural gas appliances such as natural gas heating and ranges.

3. The Parties understand that the City is relying upon the assurances from Owner as the primary consideration for the execution of this Agreement and as part of the consideration for the sale to Owner of the real property owned by the City designated as Alternate Key No. 3412508 on the records of the Lake County Property Appraiser.

4. The City will, at its expense, construct and install the infrastructure required to serve the Development. Developer will pay the cost of the services, meters, appurtenances and installation, which will be performed by the City.

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.

6. After completion of construction, the City shall remain the owner of the natural gas infrastructure on the supply side of each meter, free and clear of any and all liens and encumbrances. If there are mortgages or liens against the real property on which the infrastructure is located, Owner shall if requested by the City obtain releases of those mortgages or liens as to the infrastructure owned by the City, and the easement rights to maintain, repair, upgrade and replace the infrastructure.

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 maintain, upgrade, repair and replace 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 public and 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 reasonably 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 shall provide reasonable notice to the City, during the development process and prior to completion of the roads and other infrastructure serving the Development, that the City should commence installation of the natural gas infrastructure. The City will dig the trenches for its work, in coordination with the contractors installing other utilities in the Development, with the goal of avoiding conflicts between utility service lines or in connection

with the utility construction process. Each unit or other structure utilizing gas service 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. Owner shall, at its expense, construct the road into the Development over Right of Way Parcel, to the City's road construction standards, and post a maintenance bond for the road upon completion of the road in the manner required by the City's ordinances. Except for defects in construction which would be covered by the maintenance bond, the City shall accept the road as a public road, once it passes inspection as having been constructed to City standards, and the City shall thereafter maintain the road at its expense in the same manner as its other public roadways. The City shall also provide police protection up to, but not past, that portion of the entrance road into the Development which is located within the municipal limits of the City.

13. At the time the Certificate of Occupancy is issued for the first structure completed within the Development, Developer shall pay to the City, in one lump sum, \$250,000.00, to defray the cost of providing police protection and other services in perpetuity on the Right of Way Parcel, and for the privilege of being permitted to construct a road over the Right of Way Parcel, the sole purpose of which is to serve the Development. If this amount is not paid within forty five (45) days of the date the first Certificate of Occupancy within the Development is issued, the unpaid balance shall accrue interest at the rate of 12.0% per year until paid in full. Owner agrees to pay any and all costs that City incurs in the collection of this amount 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. The parties have contemporaneously entered into a Vacant Land Contract for the City's sale and conveyance to Owner of the Right-of-Way Parcel which is intended to serve as an access road to the Development. In the event the closing under that Contract does not occur for any reason, this Agreement shall terminate and both parties shall be relieved of all further obligations hereunder.

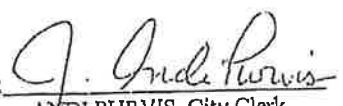
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date herein above written.

THE CITY OF LEESBURG, FLORIDA

BY:


JOHN CHRISTIAN, Mayor

ATTEST:


ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:


CITY ATTORNEY

WITNESSES:

Judy Combs
Judy Combs
(Type or print name of witness)

Svetlana Lazhova
Svetlana Lazhova
(Type or print name of witness)

PARK SQUARE ENTERPRISES, LLC

BY:

Suresh Gupta, Manager

Exhibit "B"

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Matthew W. McMurtrey, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and executed as of the _____ day of _____, 2023, by PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, FL 32811 (hereinafter referred to as the "Grantor"), to THE CITY OF LEESBURG, FLORIDA, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (hereinafter referred to as the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Lake County, Florida more particularly described as follows, to wit (the "Subject Property"):

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 2023 and thereafter, and easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of the following 2 witnesses:

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company

Signature of Witness #1

Printed Name of Witness #1

By: _____, Manager

Signature of Witness #2

[CORPORATE SEAL]

Printed Name of Witness #2

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as Manager of PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

EXHIBIT "A"

Subject Property

THE SOUTH 50 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

EXHIBIT "B"

Benefitted Property

THAT PART OF BLOCK 46, PLAN OF FRUITLAND PARK, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THAT PART OF THE NORTH 1/2 OF SECTION 16, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N89°19'17"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 657.37 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 AND THE POINT OF BEGINNING; THENCE S00°55'00"W ALONG SAID EAST LINE FOR 1266.62 FEET TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE EAST 1/2 OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°25'38"E ALONG SAID NORTH LINE FOR 657.76 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE S00°53'57"W ALONG SAID EAST LINE FOR 707.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE N89°28'49"W ALONG SAID SOUTH LINE FOR 1315.97 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE S00°56'03"W ALONG SAID EAST LINE FOR 658.92 FEET TO THE EAST-WEST CENTER SECTION LINE FOR SAID SECTION 16; THENCE N89°32'00"W ALONG SAID EAST-WEST CENTER SECTION LINE FOR 1316.38 FEET TO THE NORTH-SOUTH CENTER SECTION LINE FOR SAID SECTION 16; THENCE N00°58'09"E ALONG SAID NORTH-SOUTH CENTER SECTION LINE FOR 1619.40 FEET; THENCE DEPARTING SAID NORTH-SOUTH CENTER SECTION LINE, N51°13'51"W FOR 211.21 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°11'51" FOR A DISTANCE OF 133.33 FEET TO THE POINT OF TANGENCY; THENCE N89°25'43"W FOR 998.71 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR COUNTY ROAD 468 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11650-2150 FOR S-468 DATED AUGUST 25, 1958, AS RECORDED IN RIGHT OF WAY MAINTENANCE MAP BOOK 6, PAGES 148 THROUGH 151 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N00°51'09"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 100.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S89°25'43"E FOR 300.00 FEET; THENCE N00°51'09"E FOR 420.52 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S89°15'46"E ALONG SAID SOUTH LINE FOR 234.61 FEET TO THE WEST LINE OF THE EAST 756.00 FEET OF SAID NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE N00°58'09"E ALONG SAID WEST LINE FOR 330.58 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE S89°13'27"E ALONG SAID NORTH LINE FOR 756.00 FEET TO THE SOUTH 1/4 CORNER OF AFORESAID SECTION 9; THENCE S89°19'17"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9 FOR 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR OLIVE AVENUE AS SHOWN ON AFORESAID PLAN OF FRUITLAND PARK; THENCE N01°01'25"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 980.19 FEET TO THE NORTHERLY LINE OF SAID BLOCK 46, PLAN OF FRUITLAND PARK AND THE SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET (SAID LINE ALSO BEING AS DESCRIBED ON THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE S89°03'40"E, ALONG SAID

NORTHERLY LINE OF BLOCK 46, SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET AND NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, FOR 408.64 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, THE FOLLOWING THREE (3) COURSES: S00°52'41"W FOR 396.09 FEET; THENCE N89°15'02"W FOR 35.95 FEET; THENCE S00°54'23"W FOR 239.91 FEET TO THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5598, PAGE 2322, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FOUR (4) COURSES: S89°59'11"E FOR 436.03 FEET; THENCE N00°53'09"E FOR 629.08 FEET TO THE SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET; THENCE S89°03'40"E ALONG SAID BOUNDARY, SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE FOR 448.76 FEET TO THE EASTERLY LINE OF SAID BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR WILDER STREET; THENCE S00°53'14"W ALONG SAID BOUNDARY, EASTERLY LINE OF BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR 974.47 FEET TO THE SOUTHERLY LINE OF SAID PLAN OF FRUITLAND PARK AND THE SAID NORTH LINE OF SAID SECTION 16; THENCE S89°19'17"E ALONG SAID SOUTHERLY LINE OF PLAN OF FRUITLAND PARK AND NORTH LINE OF SAID SECTION 16 FOR 687.37 FEET TO THE POINT OF BEGINNING.

[INSERT ADDITIONAL LEGAL DESCRIPTIONS?]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: March 24, 2025

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing Paul Austin as the City of Leesburg's Alternate Representative on the Florida Gas Utility Board of Directors; and providing an effective date.

Staff Recommendation:

Staff recommends approval of Paul Austin, Finance Director, to serve as the City of Leesburg's Alternate Representative on the Florida Gas Utility Board of Directors.

Analysis:

The City of Leesburg has been a member of the Florida Gas Utilities since October 2000, for the purpose of obtaining firm gas supply and related services. Corey Goepfert, Gas Director, serves as the Designated Representative for the City of Leesburg on the Board of Directors.

James "Jim" Williams served as the city's alternate until his retirement in February 2025. Mr. Williams' retirement creates a vacancy in the city's representation. Mr. Paul Austin, current Finance Director, is qualified to fill this vacancy.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING PAUL AUSTIN AS THE CITY OF LEESBURG'S
ALTERNATE REPRESENTATIVE ON THE FLORIDA GAS UTILITY BOARD
OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission does hereby appoint Paul Austin to serve as the City of Leesburg's Alternate Representative on the Florida Gas Utilities Board of Directors.

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 24th day of March 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: March 24, 2025

From: Hosea Goodwyn, Senior Buyer

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving the evaluation committee rankings and authorizing City staff to enter into contract negotiations beginning with the top-ranked firm, Forefront Architecture & Engineering, LLC, for Professional Services - Architectural & Engineering Design Services for the City of Leesburg Gas Department Operations Center; and providing an effective date.

Staff Recommendation:

Staff recommends approving the evaluation committee rankings and authorizing the City staff to enter into contract negotiations with the top-ranked firm, Forefront Architecture & Engineering, LLC as a result of Request for Qualifications (RFQ) 250603 – Professional Services – A&E Design Services for the City of Leesburg Gas Department Operations Center.

Analysis:

The purpose of the Solicitation and this Agreement is to contract with a qualified design professional to provide engineering and architectural services (professional services) for the project related to the City's Gas Department Operations Center. Using this contract, the Professional will be able to complete design and specifications for the gas department projects in accordance with Florida Statute 287.055 on a continuing basis.

Procurement Analysis:

On February 4, 2025, the Procurement Division issued Request for Qualifications 250603 in accordance with Florida Statute 287.055 known as the Consultants Competitive Negotiation Act (CCNA). Florida Statute clearly details and regulates how the City must solicit, evaluate, select, and negotiate for Professional Design services. The City must evaluate the received Statement of Qualifications and rank the responding firms. On March 13, 2025, an Evaluation Committee evaluated the Statement of Qualification and independently ranked the firms based on the criteria established in the solicitation document. Committee members unanimously agreed to accept the ranking and to begin contract negotiations beginning with the top-ranked firm. The City received five responses to the Request for Qualifications (RFQ). The responding firms and their ranking are listed here.

<u>FIRM NAME</u>	<u>QUALITY SCORE</u>
1. Forefront Architecture & Engineering, LLC	85.67
2. Cape Design Engineering Co.	82.33

3. C&S Engineers, Inc.	81.67
4. GatorSkitch Corporation	76.33
5. PQH Group	71.33

Options:

1. Approve the evaluation committee rankings and authorize the City staff to enter into contract negotiations beginning with the top-ranked firm, Forefront Architecture & Engineering, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING THE EVALUATION COMMITTEE RANKINGS AND
AUTHORIZING CITY STAFF TO ENTER INTO CONTRACT
NEGOTIATIONS BEGINNING WITH THE TOP-RANKED FIRM,
FOREFRONT ARCHITECTURE & ENGINEERING, LLC, FOR
PROFESSIONAL SERVICES - ARCHITECTURAL & ENGINEERING DESIGN
SERVICES FOR THE CITY OF LEESBURG GAS DEPARTMENT
OPERATIONS CENTER; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission hereby approves the evaluation committee rankings and authorizes the City staff to enter into contract negotiations with the top-ranked firm, Forefront Architecture & Engineering, LLC, as a result of the Request for Qualifications (RFQ) 250603 – Professional Services – Architectural & Engineering Design Services for the City of Leesburg Gas Department Operations Center.

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 24th day of March 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: March 24, 2025

From: Travis Rima, (Recreation Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida establishing the venue area for the Annual Leesburg Bikefest event, taking place April 25-27, 2025; and providing an effective date.

Staff Recommendation:

Staff recommends the City Commission approve the attached proposed special events venue area map for the Annual Leesburg Bikefest event.

Analysis:

The City of Leesburg Commission approved the Special Event Division of the Recreation Department to host the Annual Leesburg Bikefest April 25-27, 2025. Per Section 26-2-(b) Special event permit required, City of Leesburg Code of Ordinances, The City Manager or designee is authorized to determine the special event venue. The city manager or designee shall set reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety, and welfare. The special event venue for all major special events with an expected attendance level of thirty thousand (30,000) participants or more shall be established or amended by resolution by the city commission. The three-day attendance of the event is projected to be as high as 150,000 participants. To comply with the above referenced code and to better plan the logistical and emergency services for the event, it is recommended that the City Commission establish this official special event venue area for the event.

The proposed venue area includes the highlighted areas of the Bikefest Boundary Map identified as Exhibit A. The proposed event venue area is unchanged from previous Bikefest venue areas. As in previous years, the boundary outlined in white, is an area solely for the use of contracted shuttles. The extended area does not include any type of vendor other than contracted shuttles. The City Special Event Committee (SEC) received, and is in continual discussions regarding the event.

Procurement Analysis:

Options:

1. Approve the proposed special event venue area map as identified as Exhibit A; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ESTABLISHING THE VENUE AREA FOR THE ANNUAL
LEESBURG BIKEFEST EVENT, TAKING PLACE APRIL 25-27, 2025; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Leesburg Bikefest is an annual major special event being held in the City of Leesburg on April 25-27, 2025; and

WHEREAS, as many as 150,000 attendees from the City of Leesburg, Lake County and all across the country will be attending the event; and

WHEREAS, per the revision in Chapter 26 - Special Events of the Leesburg Code of Ordinances that requires the City Commission to establish a special events venue area for any special event with an expected attendance of 30,000 or more participants; and

WHEREAS, in order to enable the City of Leesburg, Lake County and the State of Florida to properly provide logistical and emergency services to ensure the safety and well-being of the event's attendees; and

WHEREAS, the City Commission of the City of Leesburg recognizes the need to establish an event boundary area to assist in the provision of the aforementioned requirements and services for the annual Leesburg Bikefest event.

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

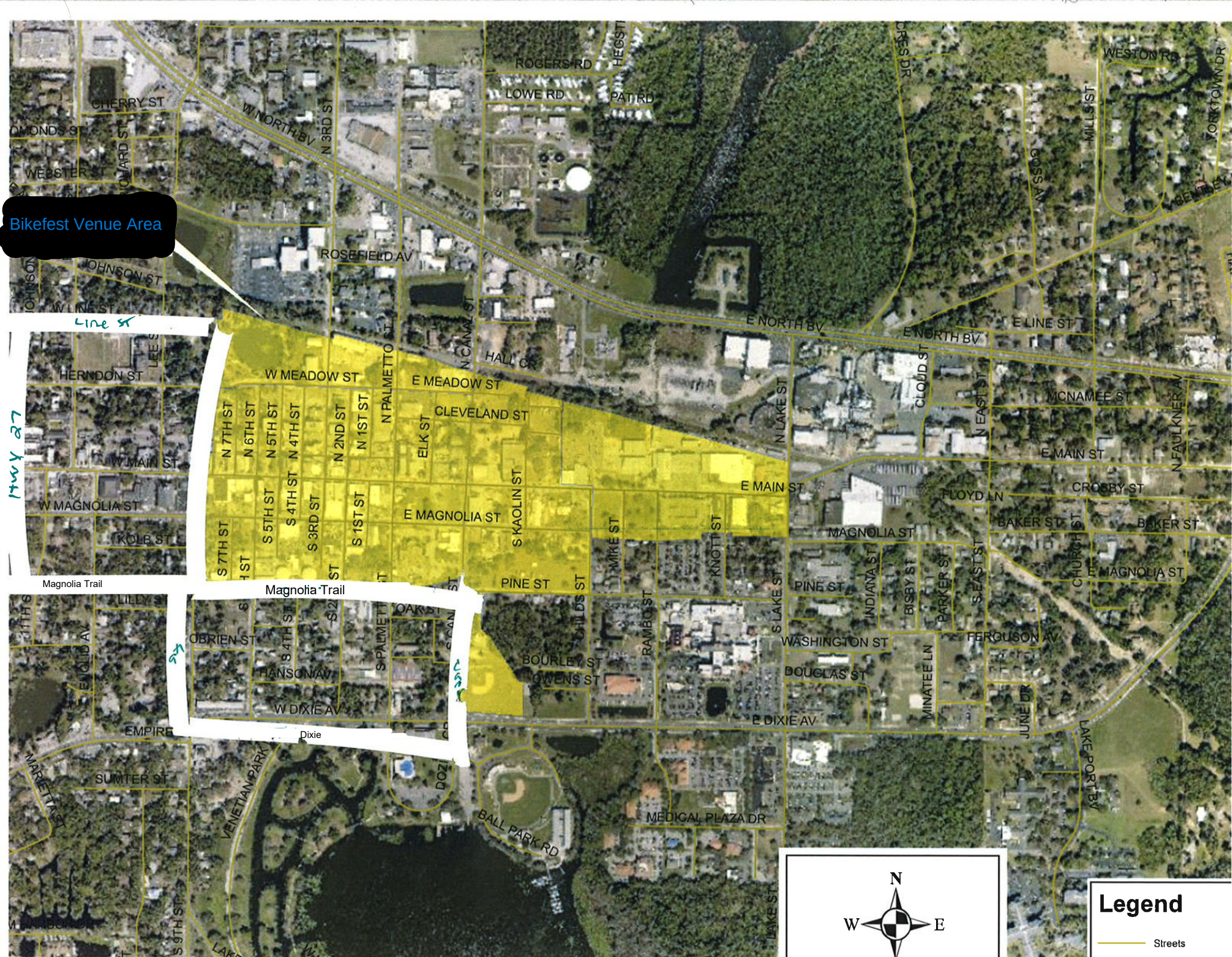
THAT the City of Leesburg does hereby establish the official special event venue area for the Annual Leesburg Bikefest as shown on Attachment A.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of March 2025.

Mayor

ATTEST:

City Clerk



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: March 24, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing a Highway Maintenance Agreement with FDOT for maintenance of US 441 and US 27 right of way in Leesburg; and providing an effective date.

Staff Recommendation:

Staff recommends authorizing a highway maintenance agreement with FDOT for maintenance responsibilities of the US 441 right of way from CR 473 to MLK Boulevard and the US 27 right of way from Griffin Road to CR 48.

Analysis:

The City entered into a Highway Maintenance Agreement with FDOT on January 14th, 2019. The term of the agreement was three years with a single three-year renewal option. That agreement has expired, and this agreement will take the place of the expired agreement. The agreement delegates the right of way maintenance responsibility of US 441 and US 27 from FDOT to the City for a reimbursable fee. The reimbursable fee does not cover the entire cost to maintain the right of way to the higher standards of the City, but does supplement the general fund for this expense.

Since enhancing the appearance of our main corridors has been a high priority over the last several years, the addition of aesthetically pleasing landscape throughout the right of way and medians on US 441 and US 27 requires increased maintenance than FDOT provides. Through this agreement, the City is able to provide a higher level of maintenance and get reimbursed by FDOT for the level of service FDOT would provide, thereby utilizing those funds in a more beneficial manner.

Procurement Analysis:

N/A

Options:

1. Execute the Highway Maintenance Agreement Renewal with FDOT, or;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The General Fund revenue from this agreement is \$111,058 annually for the duration of the term. This is

a reduction of \$20,998 from the prior agreement.

Account No. 001-0000-334-7311

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEEBURG,
FLORIDA AUTHORIZING A HIGHWAY MAINTENANCE AGREEMENT
WITH FDOT FOR MAINTENANCE OF US 441 AND US 27 RIGHT OF WAY IN
LEESBURG; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a highway maintenance agreement with the Florida Department of Transportation, whose address is 1405 Thomas Avenue, Leesburg, Florida 34748, for maintenance of US 441 and US 27 right of way in Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of March 2025.

Mayor

ATTEST:

City Clerk

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT054

FINANCIAL PROJECT NO.:423113-1-78-03

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Leesburg, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 20____ attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT**'s right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$27,765.00 per quarter, equating to \$111,058.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Ellen Wheeler. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager-Contracts & Permits

Name: Ellen Wheeler

Address: 1405 Thomas Ave, Leesburg 34748

Telephone: 352-326-7742

Email: ellen.wheeler@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Deputy Director Public Works

Name: Neil Gaines

Address: 550 South 14th Street, Leesburg 34748

Telephone: 352-728-9786 Ext. 3211

Email: neil.gaines@leesburgflorida.gov

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer

Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
11010-000	44/500	From: Sumter Co. Line To: CR 468/SR 44, M.P. 0.000 - 2.365	2.365 miles
11010-000	44/500	From: 702' South of Nichols DR. To: 480' South of CR 473, M.P. 6.313 - 11.795	5.482 miles
11010-047	500/44	From: SR 25/US 27 To: 702' South of Nichols DR., M.P. 0.091 - 2.463	2.372 miles
11200-000	25	From: CR 48 (N. side of Intersection) To: CR 33, M.P. 32.655 - 33.710	1.055 miles
11040-000	25	From: CR 33 To: City of Fruitland Park Limits, M.P. 0.000 - 5.851	5.851 miles
11040-100	25/500	From: SR 25/US 27 (gore area) To: SR 500/US 441 (gore area at triangle), M.P. 0.000 - 0.234	0.234 miles
11002-000	44	From: SR 25/US 27 (E. side of Intersection) To: SR 500/US 441, M.P. 2.292 - 4.514	2.222 miles
FDOT Ponds & Properties are also included within these section #'s as part of the FDOT R/W limits under this contract & units of measure			

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: March 24, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Third Post Closing Occupancy Extension Agreement between the City of Leesburg and Dance Dynamix, LLC; and providing an effective date.

Staff Recommendation:

Approve Resolution extending Dance lease at the Tropic until December 31, 2025.

Analysis:

In the City's attempt to rejuvenate downtown Leesburg by using the "arts", a few modifications to existing agreements are required.

With the concept of moving the Leesburg Arts Festival, Inc and Melon Patch to the Tropic, there is a delay in Dance leaving the Tropic due to complications with closing the purchase of another facility in downtown. It is assumed that these delays will be remedied by December 31, 2025. As a result, all three parties with a current interest in the Tropic have been notified. All are also agreeable to the concept of extending the Dance lease in the Tropic and pushing the Arts lease at the Tropic back to the 10 year period beginning January 1, 2026.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
THIRD POST CLOSING OCCUPANCY EXTENSION AGREEMENT
BETWEEN THE CITY OF LEESBURG AND DANCE DYNAMIX, LLC; 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 Third Post Closing Occupancy Extension Agreement with Dance Dynamix, LLC, whose address is 121 Market 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 24th day of March 2025.

Mayor

ATTEST:

City Clerk

THIRD POST CLOSING OCCUPANCY EXTENSION AGREEMENT

THIS THIRD POST-CLOSING OCCUPANCY EXTENSION AGREEMENT (the "Third Extension Agreement") is made and entered into this 24th day of March 2025, by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and **DANCE DYNAMIX LLC**, a Florida limited liability company, whose address is 121 Market Street, Leesburg, Florida 34748 ("Dance").

WHEREAS, the City has acquired from Dance and now owns real property commonly known as the Tropic Theater (the "Property");

WHEREAS the City and Dance thereafter entered into a written Post-Closing Occupancy Agreement (the "Agreement") that was subsequently modified and extended through June 30, 2025;

WHEREAS, the parties once again wish to extend the term of the Agreement and provide use clarification, as set forth herein:

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to modify the Agreement, as modified and extended, as set forth herein:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Agreement Terms. Where as all other terms of the Agreement, as modified by the first and second post-closing agreements shall remain in full force and effect except for the specific terms herein provided:
 - A. Rental Period. The term shall be extended from June 30, 2025 until midnight on December 31, 2025.
 - B. Notice of Termination. Notice to terminate the post-closing occupancy agreement shall be given by the City in case of default by Dance. Notice to terminate the Agreement by Dance shall be given with 30-days notice at any time, prior to the end of the term stated in paragraph 2.A herein.
 - C. Use. Dance shall be entitled to use the premises as set forth herein and as depicted on Exhibit "A". Dance shall be entitled to exclusive use of the First Auditorium. Dance shall be entitled to use and share with other tenants of the Property all those areas marked as common space. Dance shall share the "Pink Room" with current tenant, known as Melon Patch. Such use of the Pink Room shall entitle Dance to use the space on Monday-Thursday from the property's opening until 7:00 PM. Dance shall not be entitled to use the Pink Room after 7:00PM from Monday-Thursday and shall not be entitled to use the room from Fridays – Sundays. During the Month of July and August, Dance shall not be entitled to use the Pink Room.

3. Effective Date. This Modification Agreement is effective on March 25, 2025.
In witness whereof, the said parties have hereunto set their hands and seals on the date written below.

THE CITY OF LEESBURG, FLORIDA
A Florida Corporation

By _____
Alan Reisman, Mayor

Date: _____

ATTEST:

By _____
J. Andi Purvis, City Clerk

DANCE DYNAMIX, LLC
A Florida Limited Liability Company

By _____
Terri A. Hicks, President

Date: _____

EXHIBIT "A"

Tropic Theater First Floor



SECOND POST-CLOSING OCCUPANCY EXTENSION AGREEMENT

THIS SECOND POST-CLOSING OCCUPANCY EXTENSION AGREEMENT (the "Second Extension Agreement") is made and entered into this 25 day of November, 2024, by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and **DANCE DYNAMIX LLC**, a Florida limited liability company, whose address is 121 Market Street, Leesburg, Florida 34748 ("Dance").

WHEREAS, the City recently acquired the real property commonly known as the Tropic Theater from Dance (the "Property");

WHEREAS, contemporaneously with the closing, the City and Dance entered into a written Post-Closing Occupancy Agreement which provided for Dance to continue occupying the Property through August 1, 2024, among other terms and conditions (the "Agreement");

WHEREAS, on July 22, 2024, the City and Dance entered into a Post-Closing Occupancy Modification and Extension Agreement (the "Modification and Extension Agreement") which modified the portion of the Property being occupied by Dance, provided for rental payments, and extended Dance's occupancy period until December 31, 2024; and

WHEREAS, the parties wish to extend the term of the Agreement, as modified by the Modification and Extension Agreement, as set forth more particularly below:

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to modify the Agreement, as modified by the Modification and Extension Agreement, as set forth herein:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Term. Provided the Agreement, as modified by the Modification and Extension Agreement, is not sooner terminated, and further provided that Dance is in compliance with all terms and conditions thereof, then upon expiration of the existing term on December 31, 2024, the term shall be automatically extended until June 30, 2025 at 11:59 p.m. Eastern Standard Time without further notice (the "Extended Termination Date"). Dance shall comply with all terms and conditions of the Agreement, as amended; shall fully and completely vacate the Property on or before the Extended Termination Date; and shall return possession of the Property to the City in a condition equivalent to or better than that which existed on May 1, 2024.
4. Rent. During the extended term, Dance shall continue to pay rent to the City in the amount of \$3,000.00 per month, plus any applicable sales and/or use tax. All monthly rent payments are due in advance, on or before the first (1st) day of each month and shall be considered late if not delivered to the City on or before the fifth (5th) day of each month. Dance is responsible for any sales or use taxes due or otherwise payable in connection with this Agreement and/or Dance's use or occupancy of the Property during the term of this Agreement. All rent is payable to the City when due without demand, setoff, or abatement.
5. Miscellaneous. The Agreement, as amended by the Modification and Extension Agreement and this Second Extension Agreement, is the only agreement between the parties with respect to Dance's use and/or possession of the Property. This Second Extension Agreement may only be modified by a written instrument executed by both parties. Except as modified by this Second Extension Agreement, the terms and conditions of the Agreement, as modified by the Modification and Extension Agreement shall remain in full force and effect. If any provision of this Second Extension Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. Venue for any action arising out of or related to the Agreement, as modified by the Modification and Extension Agreement and this

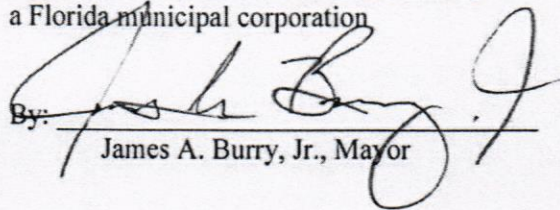
Second Amendment, and/or Dance's use and possession of the Property shall like exclusively in a court of competent jurisdiction in and for Lake County, Florida.

6. Waiver of Jury Trial. The City and Dance knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with the Agreement, the Modification and Extension Agreement, this Second Amendment, the Property, and/or Dance's use or possession of the Property.

7. Effective Date. This Second Extension Agreement shall be effective upon execution by the City and will commence on January 1, 2025, subject to the conditions set forth herein.

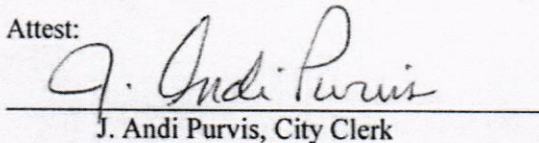
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on the date written below.

THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation

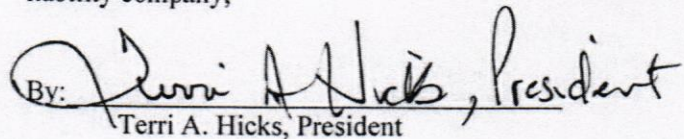
By: 
James A. Burry, Jr., Mayor

Date: November 25, 2024

Attest:


J. Andi Purvis, City Clerk

DANCE DYNAMIX LLC, a Florida limited
liability company,

By: 
Terri A. Hicks, President

POST-CLOSING OCCUPANCY MODIFICATION AND EXTENSION AGREEMENT

THIS POST-CLOSING OCCUPANCY MODIFICATION AND EXTENSION AGREEMENT (the "Modification Agreement") is made and entered into this 22 day of July, 2024, by and between THE CITY OF LEESBURG, FLORIDA, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "City") and DANCE DYNAMIX LLC, a Florida limited liability company, whose address is 121 Market Street, Leesburg, Florida 34748 ("Dance").

WHEREAS, the City recently acquired the real property described more particularly on Exhibit "A" attached hereto (the "Property") from Dance;

WHEREAS, contemporaneously with the closing, the City and Dance entered into a written Post-Closing Occupancy Agreement which provided for Dance to continue occupying the Property through August 1, 2024, among other terms and conditions (the "Agreement"); and

WHEREAS, the parties wish to modify and/or replace certain terms and conditions of the Agreement as set forth more particularly below:

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

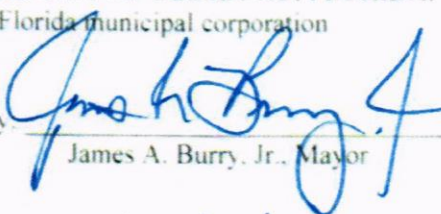
1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Premises. Upon the Effective Date hereof, Dance shall use and possess only the portion of the Property described and/or depicted on Exhibit "B" attached hereto (the "Premises"). All portions of the Agreement which provide for terms and conditions applicable to Dance's use and possession of the Property shall now instead apply to Dance's use and possession of the Premises.
3. Term. Dance shall fully and completely vacate all portions of the Property except for the Premises on or before August 31, 2024, at 11:59 p.m. Eastern Standard Time. Dance shall fully and completely vacate the Premises on or before December 31, 2024, at 11:59 p.m. Eastern Standard Time. Dance shall return possession of the Property and Premises to the City in a condition equivalent to or better than that which exists on May 1, 2024.
SEPTEMBER 1, 2024 12 01/12/24
4. Rent. Commencing on ~~August 1, 2024~~, Dance shall pay rent to the City for the Premises in the amount of \$3,000.00 per month, plus any applicable sales tax. All monthly rent payments are due in advance, on or before the first (1st) day of each month and shall be considered late if not delivered to the City on or before the fifth (5th) day of each month. Dance is responsible for any sales or use taxes due or otherwise payable in connection with this Agreement and/or Dance's use or occupancy of the Property during the term of this Agreement. All rent is payable to the City when due without demand, setoff, or abatement.
 - a. Utilities – Dance shall pay 50% of the utilities during this lease. Utilities shall include water, sewer, electric and solid waste. Dance shall be fully responsible for any communication utility services, such as include phone, wi-fi, internet service.
5. Miscellaneous. The Agreement, as modified by this Modification Agreement, is the only agreement between the parties with respect to Dance's use and/or possession of the Property and/or Premises. This Modification Agreement may only be modified by a written instrument executed by both parties. Except as modified by this Modification Agreement, the terms and conditions of the Agreement (as applied to the Premises) shall remain in full force and effect. If any provision of this Modification Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. Venue for any action arising out of or related to Agreement, this Modification Agreement, and/or Dance's use and possession of the Property and/or Premises shall lie exclusively in a court of competent jurisdiction in and for Lake County, Florida.

6. Waiver of Jury Trial. The City and Dance knowingly, intentionally, and voluntarily waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with the Agreement, this Modification Agreement, the Property, the Premises, and/or Dance's use or possession of the Property or Premises.

7. Effective Date. This Modification Agreement is effective on August 1, 2024.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on the date written below.

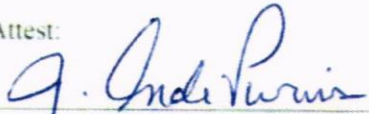
THE CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation

By: 

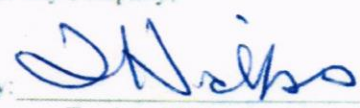
James A. Burry, Jr., Mayor

Date: 7/22/24

Attest:


J. Andi Purvis, City Clerk

DANCE DYNAMIX LLC, a Florida limited
liability company,

By: 

Terri A. Hicks, President

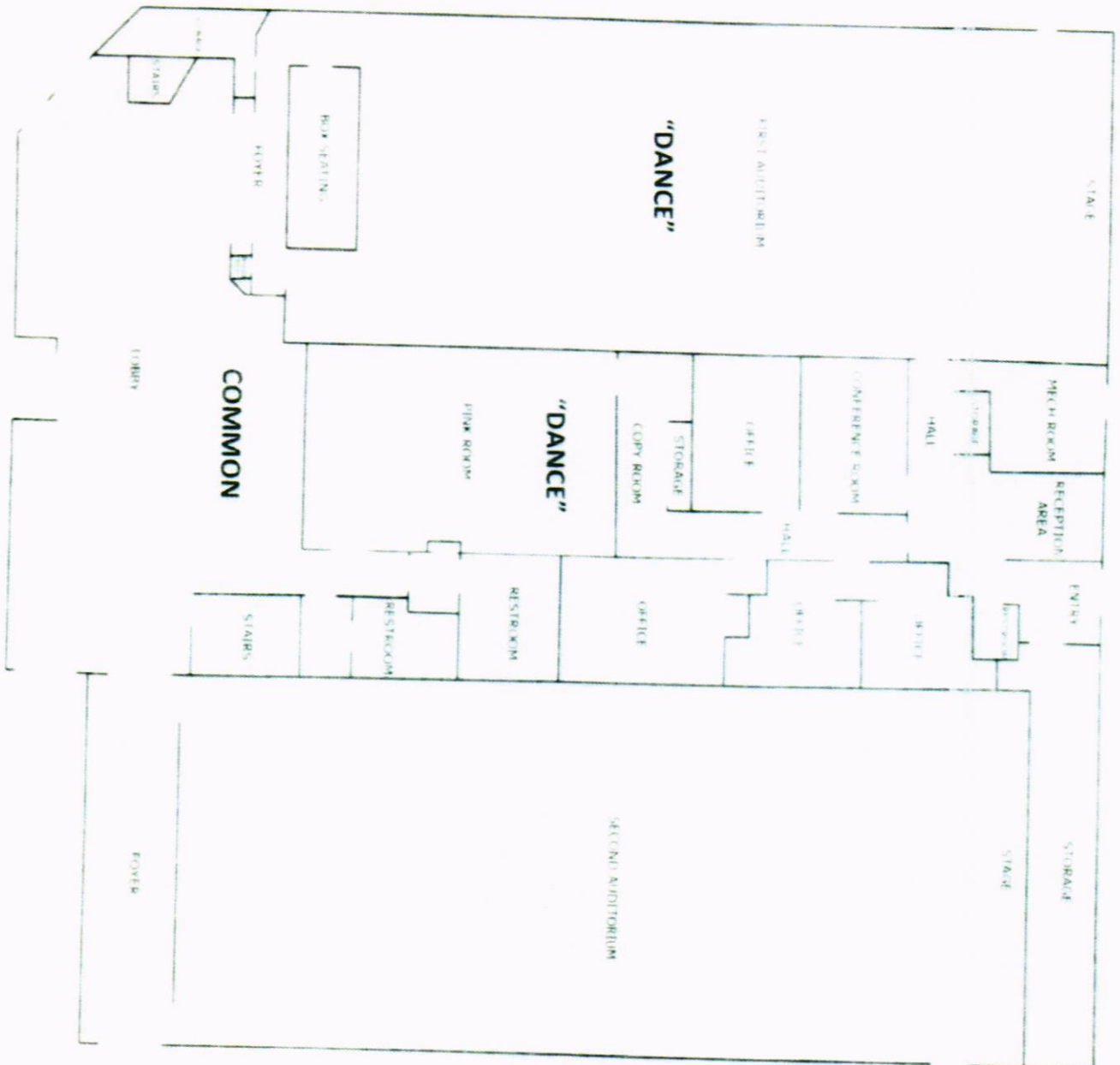
EXHIBIT "A"
(Legal Description of Property)

Lot 1 1/2, 2 and 3, North of Main Street, OFFICIAL PLAT OF THE CITY OF LEESBURG according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records of Lake County, Florida.

Parcel Identification Numbers: 26-19-24-2600-000-00200
26-19-24-2600-000-00103

EXHIBIT "B"

Tropic Theater First Floor



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: March 24, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Approval of a First Amendment to the Commercial Lease Agreement between the City of Leesburg and The Leesburg Arts Festival, Inc. modifying paragraph 2 - Term; and providing an effective date.

Staff Recommendation:

Approve resolution starting the Art Center lease at the Tropic to a ten-year period starting on January 1, 2026.

Analysis:

In the City's attempt to rejuvenate downtown Leesburg by using the "arts", a few modifications to existing agreements are required.

With the concept of moving the Leesburg Arts Festival, Inc and Melon Patch to the Tropic, there is a delay in Dance leaving the Tropic due to complications with closing the purchase of another facility in downtown. It is assumed that these delays will be remedied by December 31, 2025. As a result, all three parties with a current interest in the Tropic have been notified. All are also agreeable to the concept of extending the Dance lease in the Tropic and pushing the Arts lease at the Tropic back to the 10-year period beginning January 1, 2026.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO
THE COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF
LEESEBURG AND THE LEESEBURG ARTS FESTIVAL, INC. MODIFYING
PARAGRAPH 2 - TERM; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission entered into a commercial lease agreement with the Leesburg Art Festival, Inc., on February 10, 2025.

WHEREAS, the aforementioned lease is for use of the City facility located at 122 West Main Street, Leesburg, Florida, more commonly referred to as "the Tropic".

WHEREAS, due to various capital improvements projects currently in planning/design phases and other uses of "the Tropic", the parties wish to modify the effective date of the approved lease.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESEBURG, FLORIDA:

THAT the City Commission of the City of Leesburg, Florida authorize the Mayor and City Clerk to execute the First Amendment to the Commercial Lease Agreement attached hereto and mark Exhibit "A".

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 24th day of March 2025.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT BETWEEN
THE CITY OF LEESBURG AND THE LEESBURG ARTS FESTIVAL, INC.**

This First Amendment to the Commercial Lease Agreement is made and entered into this 24th day of March, 2025 and between the City of Leesburg a Florida municipal corporation (the "City"), whose address is 501 West Meadow Street, Leesburg, Florida 34748 and the Leesburg Arts Festival, Inc. (the "Tenant"), whose address is 429 West Magnolia Street, Leesburg, Florida 34748.

WITNESSETH:

WHEREAS, the City Commission entered into a Commercial Lease Agreement with the Leesburg Art Festival, Inc., on February 10, 2025.

WHEREAS, the aforementioned lease is for use of the City facility located at 122 West Main Street, Leesburg, Florida, more commonly referred to as "the Tropic".

WHEREAS to due to various capital improvements projects currently in planning/design phases and other uses of "the Tropic", the parties wish to modify the effective date of the approved lease.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises and covenants of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to modify the Commercial Lease Agreement as set forth herein:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Term. Paragraph 2 - Term, of the current agreement shall be modified so that the term of the lease shall commence on January 1, 2026 and shall terminate on December 31, 2036. All other provisions of the paragraph shall remain in full force and effect.
3. Remaining Lease Agreement. Except as provided herein, all other terms of the Commercial Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Lease Amendment has been executed on behalf of the City and Tenant as of the date indicated above.

CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

LEESBURG ARTS FESTIVAL, INC.

By: _____
Amanda McLea, President

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") is made and entered into on the 10th day of February, 2025, by and between **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is 501 West Meadow Street, Leesburg, Florida 34748 (the "Landlord") and **LEESBURG ART FESTIVAL, INC.**, a Florida not for profit corporation whose address is 429 W. Magnolia Street, Leesburg, Florida 34748 (the "Tenant").

WITNESSETH:

WHEREAS, Landlord is owner of the improved real property located at 122 West Main Street, Leesburg, Lake County, Florida, described more particularly on Exhibit "A" attached hereto, and the premises located at 306 S. 6th Street, Leesburg, Lake County, Florida, (hereinafter referred to as the "Property"); and

WHEREAS, Tenant desires to lease the portion of the Property from Landlord identified on Exhibit "B" attached hereto (the "Premises" and/or "Leased Premises"), pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises of the parties hereto, Landlord and Tenant hereby agree as follows:

1. **PREMISES.** In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises to operate an organization devoted to providing arts education, awareness, and opportunities to residents, businesses and visitors of the City of Leesburg (the "Permitted Use"). In addition to use of the Leased Premises, Tenant shall be allowed non-exclusive use of a separate room designated by Landlord at 306 S. 6th Street, Leesburg, Lake County, Florida or such alternative location designated by Landlord (the "Kiln Room"), within which Tenant may locate, store, and operate a kiln.

2. **TERM.** The term of this Lease as to the Leased Premises shall be for a term of approximately ten (10) years, which term shall commence on July 1, 2025 and shall terminate on June 30, 2035 at 11:59 p.m. Eastern Standard Time (the "Term"), unless sooner terminated in accordance with the terms and conditions hereof or applicable Florida law, or unless extended by subsequent written agreement executed by the parties hereto. The term as to Tenant's use of the Kiln Room shall be month-to-month and may be terminated by either party upon providing written notice not less than thirty (30) days prior to the intended termination date.

3. **RENT.** Tenant shall not be required to pay rent to Landlord.

4. **TAXES.**

a. **Sales Tax and Personal Property Taxes.** If rent is ever paid in the future, Tenant shall pay all applicable sales tax due in connection with each payment of rent to Landlord. Tenant shall solely be responsible for any and all intangible and personal property taxes assessed or imposed in connection with Tenant's use and operation of the Premises, as well as all business tax receipts or similar occupancy license charges due in connection with Tenant's occupancy or use of the Premises.

b. **Real Estate Taxes.** Landlord shall be responsible for paying all ad valorem and non-ad valorem assessments imposed against the Property.

5. **SECURITY DEPOSIT.** Tenant shall not be required to pay Landlord a security deposit in connection with this Lease.

6. **USE.**

a. **Permitted Use.** Tenant shall continuously use and occupy the Premises only for the Permitted Use of the Premises to the extent not prohibited by covenants or restrictions imposed on the Property or prohibited by applicable codes, ordinances, statutes, laws, rules, or regulations of any governmental body with jurisdiction over the Premises, in keeping with first-class standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use or permit or suffer the use of the Premises or Kiln Room for any other business or purpose except as

stated in Section 1 of this Lease absent written approval from Landlord, which approval will not be unreasonably withheld. Tenant is solely responsible for confirming that Tenant's intended use of the Premises and Kiln Room, and the Permitted Use, is permitted by law and any applicable recorded covenants or restrictions, and for obtaining all licenses, approvals, and permits for its intended use, which licenses, approvals, and permits are not conditions to this Lease or Tenant's obligations under this Lease. Tenant shall conduct its business in the Premises solely under Tenant's name. The agreements of Tenant concerning limitations on the use of the Premises, as set forth in this Lease, are a material inducement to Landlord in entering into this Lease.

b. No Offensive or Illegal Use. No use of the Premises or Kiln Room during the Lease Term shall be offensive to the neighborhood or surrounding properties by reason of odor, fumes, noise, or traffic; no illegal activity or activity that will result in the sale or storage of counterfeit goods or merchandise shall be conducted on the Premises by Tenant or by anyone claiming the right to use the Premises by or through Tenant; and no activities on the Premises shall be permitted by Tenant, or by anyone claiming the right to use the Premises by or through Tenant, which are, in the sole discretion of Landlord, immoral or lewd or capable of subjecting the Premises to an unfavorable reputation or reducing the sale or rental value of the Premises or Kiln Room. Tenant shall not use the Premises or Kiln Room for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and the Premises and Kiln Room will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Premises and Kiln Room and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Premises or Kiln Room to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's operation, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Premises or Tenant's intent to store or use Hazardous Material on the Premises. Any cure periods for a default by Tenant under this Lease shall not be applicable to a default by Tenant of the terms of this section.

7. ASSIGNMENT OR SUBLETTING. Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, revocation, operation of law, or any other manner (any of which, a "transfer"), without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion or conditioned on further consideration. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of direct or indirect ownership or control of the business entity comprising Tenant, or permit any portion of the Premises or Kiln Room to be occupied by third parties. Any transfer by Tenant in violation of this article shall be a material violation of this Lease subjecting the same to immediate termination and/or shall at Landlord's option, be void. Landlord may assign any or all of its rights under this Lease without permission of or prior notice to Tenant. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, Landlord shall automatically be released from all of its obligations and liabilities hereunder.

8. INSURANCE.

a. Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the

then most current Insurance Services Office ("ISO") form or its equivalent in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) fire and extended coverage on the Premises and Kiln Room and on its contents, including any Alterations or improvements made by Tenant; (iii) plate glass insurance; and (iv) such other insurance as may be reasonably required by Landlord. Tenant's insurance shall provide primary and non-contributory coverage to the Landlord when any policy issued to any Landlord provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's policies may have any deductibles, or any self-insured retentions. All insurance policies shall name the Landlord as an additional insured, and Tenant shall furnish evidence of such insurance naming Landlord as an additional insured within five (5) days of any request by Landlord for such information. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties. Considering the length of the Term, Tenant understands, agrees and acknowledges that Landlord may alter these insurance requirements from time-to-time by providing written notice to Tenant in which case Tenant shall promptly comply with such modified insurance requirements.

b. Landlord's Insurance. Landlord may insure the Property and/or Premises and building against loss or damage by fire or other casualty to the extent of the full insurable value of the building, including all improvements, Alterations, additions and changes made by Landlord or Tenant, however, such insurance is solely for the benefit of Landlord. Landlord has no duty or obligation to procure or maintain insurance coverage for the benefit of Tenant or any other parties.

9. DEFAULT.

a. Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of rent or sales tax when due; (b) Tenant violates any requirement under the Use article of this Lease; (c) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant; (d) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (e) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (f) Tenant ceases to conduct any business operations at the Premises for a period of 30 consecutive days; (g) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises or Kiln Room; (h) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (i) Tenant transfers any portion of this Lease in violation of the Assignment or Subletting article; (j) Tenant fails to deliver an estoppel certificate or subordination agreement within the time periods required by this Lease; (k) if Tenant is a franchisee, Tenant's franchise agreement is terminated; (m) Tenant fails to maintain insurance; or (n) Tenant fails to perform any other obligation under this Lease or otherwise violates any provision of this Lease.

b. Remedies. If Tenant defaults in the payment of rent and/or sales tax and said default continues for a period of three (3) days after delivery of written notice from Landlord to Tenant in which Landlord demands that Tenant either (a) make payment of the rent and/or sales tax, that is due or (b) deliver possession of the Premises to Landlord, Landlord may terminate Tenant's right to possession and may declare immediately due and payable all rent and sales tax, for the balance of the then-existing term of the Lease. If Tenant defaults under any of the other obligations of Tenant under this Lease, and said default continues for a period of fifteen (15) days after Landlord has delivered to Tenant written notice of the existence of said default or if said default is a repeat violation within twelve (12) months, Landlord may terminate this Lease, and may declare immediately due and payable all rent and sales tax, for the balance of the then-existing term of the Lease. The foregoing remedies are not intended to limit Landlord's remedies and are available and exercisable by Landlord in addition to any and all other remedies provided under Florida law. Notwithstanding the foregoing, this Lease shall be terminated immediately, without notice to Tenant, in the event Tenant becomes bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Tenant's property; or if Tenant makes an assignment for the benefit of any creditor(s).

c. **Landlord's Right to Perform.** If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

d. **Late Charges, Interest, and Bad Checks.** If any installment payment due Landlord shall not be paid within five (5) days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to five percent (5.0%) of the past due payment. Rent is due on or before the first day of each month notwithstanding the date upon which the administrative charge is assessed. All payments due Landlord shall bear interest at the rate of 18% per annum, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank, ACH payments, or by Federal Reserve wire transfer to Landlord's account.

e. **Limitations.** Neither Landlord, nor Landlord's mayor, commissioners, officers, directors, members, managers, employees, representatives, agents, attorneys or insurers of Landlord, shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. TENANT SHALL LOOK SOLELY TO LANDLORD'S ESTATE AND INTEREST IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIMS BY TENANT OF ANY KIND WHATSOEVER ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES OR ANY RIGHTS AND OBLIGATIONS THEY MAY HAVE RELATING TO THE PREMISES, THIS LEASE, OR ANYTHING RELATED TO EITHER, AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF TENANT'S RIGHTS OR REMEDIES, OR ANY OTHER LIABILITY OF LANDLORD TO TENANT OF WHATEVER KIND OR NATURE. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than thirty (30) days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term articles) to consequential damages, lost profits, punitive damages, or special damages of any kind. Nothing herein is intended to alter or waive any sovereign immunity rights or limitations on liability existing in favor of Landlord as a Florida municipal corporation.

f. **Presumption of Abandonment.** It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for thirty (30) consecutive days absent written notice to Landlord providing a reasonable basis or explanation for the absence or closure. Tenant agrees that upon abandonment of the Premises, Landlord shall not be liable or responsible for the storage or disposition of Tenant's property, inventory, or possessions.

10. **ALTERATIONS.** "Alterations" shall mean any alteration, modification, addition, or improvement in or on or to the Premises or Kiln Room of any kind or nature. Except for minor changes to signage, décor, and furniture, Tenant shall make no Alterations without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole discretion. Tenant must furnish copies of all plans, drawings, and other documents reasonably requested by Landlord in connection with any request for approval of Alteration(s) made by Tenant. Landlord will not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, changes to equipment or affect utility services or other systems or facilities on the Premises, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the Premises,

and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Leased Premises, Kiln Room or any equipment or facilities at the Property or Kiln Room. Landlord shall not perform any alterations, additions, or improvements to make the Leased Premises or Kiln Room suitable and ready for occupancy and use by Tenant unless expressly stated otherwise herein, and Tenant shall accept possession of the same in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord's approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation and employer's liability insurance, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance (including contractual liability, broad form property damage and contractor's protective liability coverage) in an amount suitable to Landlord; Contractor's insurance shall contain an endorsement insuring the Landlord Parties (as defined later in this Agreement) as additional insureds and shall be primary and non-contributory over any other coverage available to the Landlord. The Contractor's insurance shall also comply with the requirement of the Insurance article. All Alterations shall be made or performed at Tenant's sole cost and expense and shall become part of the Premises and shall remain Landlord's property upon termination of this Lease.

11. LIENS. The interest of Landlord in the Premises shall not be subject in any way to any liens, including but not limited to construction liens, for maintenance, repairs, replacements, or Alterations made by or on behalf of Tenant. Tenant represents to Landlord that any improvements or approved Alterations that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. Tenant shall keep the Premises free and clear from all liens and encumbrances related to any work performed by Tenant, and shall indemnify, defend, save, and hold Landlord harmless from any and all claims, demands and liabilities of any nature whatsoever arising out of or related to any maintenance, repairs, replacements, or Alterations which Tenant makes or causes to be made to the Premises. Tenant shall not subject the Premises or any interest of Landlord in the Premises to any liens for labor, services, or materials furnished to the Premises, without the express written consent of Landlord, and hereby agrees to indemnify and hold Landlord and the Landlord's real property harmless from all such liens placed upon the Premises. No construction liens shall be placed against the Landlord's title to the Premises for or on account of the construction of any improvement upon the Premises or any repair, Alteration, replacement, demolition, or removal of such improvements, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant or Tenant's contractors or subcontractors. If such a lien is placed on Landlord's title to the Premises, then Tenant shall promptly take such steps as are necessary to have such lien removed. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. The Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and Tenant agree that a short form memorandum of this Lease or other allowable notice pursuant to Section 713.10, Florida Statutes may be recorded in the Public Records of Lake County, Florida, containing the language of this clause, the name of the Landlord and Tenant, and the legal description of the real property on which the Premises, Building, and Center are located. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

12. ACCESS TO PREMISES. Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter, show, and inspect the Premises and Kiln Room and to make repairs, replacements, and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required.

13. SECURITY. Landlord shall have no obligation to provide security at the Premises or Kiln Room or otherwise for the safety or benefit of Tenant or Tenant's guests or invitees or their property. Tenant shall be responsible for taking appropriate security measures to protect its property, the Leased Premises, and Kiln Room against theft, vandalism, and similar activities.

14. SECURITY INTEREST. As security for Tenant's obligations under this Lease, Tenant grants to Landlord a security interest in this Lease and all property of Tenant now or hereafter placed in or upon the Premises and Kiln Room including, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings, and other articles of personal property, and all insurance proceeds of or relating to Tenant's property and all accessions and additions to, substitutions for, and replacements, products, and proceeds of the Tenant's property. This Lease constitutes a security agreement under the Florida Uniform Commercial Code. This security interest shall survive the expiration or sooner termination of this Lease.

15. CASUALTY DAMAGE. If: (a) the Premises or improvements thereon shall be so damaged by fire or other casualty that substantial alteration or reconstruction shall, in Landlord's opinion, be required; or (b) Landlord is not permitted to rebuild the improvements on the Premises in substantially the same form as it existed before the damage; or (c) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (d) the damage is not fully covered by insurance maintained by Landlord; then Landlord may give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth (5th) day after the notice is delivered. If Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to restore the Premises to substantially the same condition it was in immediately before the casualty within the policy limits of Landlord's applicable insurance policy. However, Landlord shall not be required to restore any Alterations or portion of Tenant's property or to share any insurance proceeds with Tenant. Rent shall abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty resulting in damage to the building which is covered by insurance carried or required to be carried by Landlord under this Lease, as of the date on which the Premises becomes unusable. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent. Notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to restore any portion of the Premises to the extent that the actions or negligence of Tenant or any of Tenant's officers, directors, members, employees, volunteers, agents, representatives, guests, or invitees caused or contributed to the damage or destruction of the Premises. Nothing in this provision is intended to alter or modify Tenant's indemnification obligations set forth otherwise in this Lease.

16. RESERVED.

17. REPAIR AND MAINTENANCE. Tenant shall be responsible for routine cleaning, trash disposal, and general maintenance, repairs, and replacements associated with the interior, lighting, and equipment of the Leased Premises and Kiln Room, and shall be solely responsible for maintenance, repairs, and replacements to the Kiln, associated equipment, and all other personal property owned by Tenant. Tenant shall also be responsible for repairing any damages to the Leased Premises, Kiln Room, and/or their respective fixtures to the extent such damages arise out of Tenant's activities or use of the same. Except as previously stated, and provided Tenant is in compliance with all terms and conditions of this Lease Agreement, Landlord will maintain and repair the roof and structural portions of the Leased Premises and Kiln Room. Tenant shall promptly notify Landlord of any necessary maintenance or repairs.

18. ESTOPPEL CERTIFICATES. From time to time, Tenant, without any cost to Landlord and on not less than five days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Premises or Kiln Room.

19. SUBORDINATION. This Lease is and shall be subject and subordinate to all mortgages that may now or hereafter affect the Premises or Kiln Room, and to all renewals, modifications, consolidations, replacements, and

extensions of the mortgages. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within ten days after receipt from Landlord. If the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by foreclosure of any mortgage to which this Lease is or may be subordinate, Tenant shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Landlord under this Lease, and, if requested by such transferee, Tenant agrees to attorn to the transferee as its Landlord.

20. INDEMNIFICATION. To the fullest extent permitted by law, Tenant shall indemnify, defend, save, and hold harmless the Landlord and Landlord's mayor, commissioners, officers, directors, members, managers, employees, agents, representative, attorneys and insurers ("Landlord Parties"), from and against any and all liability (including reasonable attorneys' fees and court costs through all levels of appeal) arising out of or resulting from claims or demands of third parties in connection with the Premises and/or Kiln Room, or claims otherwise arising out of Tenant's use, possession, maintenance, repair, replacement, or occupancy of the Leased Premises and/or Kiln Room. It is intended that Tenant indemnify the Landlord Parties against the consequences of their own negligence or fault, even when the Landlord Parties are jointly, comparatively, contributively, or concurrently negligent with Tenant, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of the Landlord Parties, and Tenant waives and releases all claims against the Landlord Parties for any claim covered by the indemnity obligations of Tenant under this article. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Tenant's indemnification obligations under this article be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease. Tenant's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Tenant's obligations under this Indemnification article. Notwithstanding anything in this article to the contrary, if and to the extent that any loss occasioned by any of the events described in this article exceeds the greater of the coverage or amount of insurance required to be carried by Tenant or the coverage or amount of insurance actually carried by the Tenant, or results from any event not required to be insured against and not actually insured against, Tenant shall pay the amount not actually covered. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Landlord shall have the right to select its own counsel in connection with the operation of this indemnification provision.

21. NO WAIVER. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. Landlord's retention of any portion of the lump sum rent paid in connection with this Lease shall not operate as a waiver of any default committed after Landlord's acceptance of such rent. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

22. SERVICES AND UTILITIES. Landlord shall provide water, wastewater, electric, natural gas and solid waste disposal services for the Tenant's portion of the Premises. Tenant shall be solely responsible for all forms of communication services to include, phone, internet connection, cable television and/or similar services. Tenant shall

be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises.

23. GOVERNMENTAL REGULATIONS. Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities, including the Americans with Disabilities Act of 1990 (the "ADA") and all similar present or future laws relating to the Premises and Kiln Room, including the performance of any work to the Premises or Kiln Room required because of Tenant's specific use or Alterations made thereto by Tenant.

24. SIGNS. All signage shall comply with applicable governmental regulations and restrictions affecting the Premises and shall be installed and maintained in accordance therewith. Landlord has no obligation whatsoever to furnish signage or contribute towards costs or expenses associated with signage at the Premises or Kiln Room.

25. END OF TERM. Tenant shall surrender the Premises and Kiln Room to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. All Alterations (including but not limited to replacement Equipment) made by Landlord or Tenant to the Premises and Kiln Room shall become Landlord's property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises and Kiln Room all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises and/or Kiln Room caused by the removal. Any items of Tenant's property that shall remain in the Premises or Kiln Room after the expiration or sooner termination of the Lease Term, may, at the option of Landlord and without notice, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability or notice to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense. **BY EXECUTING THIS LEASE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR OTHER RECOVERY OF POSSESSION BY LANDLORD (INCLUDING AFTER EVICTION) LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD SHALL NOT BE REQUIRED TO COMPLY WITH THE PROVISIONS OR PROCEDURES OF SECTIONS 715.10 – 715.111 OF THE FLORIDA STATUTES ENTITLED "DISPOSITION OF PERSONAL PROPERTY LANDLORD AND TENANT ACT".**

26. ATTORNEYS' FEES. Except as otherwise provided in this Lease, the prevailing party in any litigation or arbitration arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, shall be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with bankruptcy or appellate proceedings. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant.

27. NOTICES. Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. Notices to Landlord shall be sent to Landlord's address stated on the first page of this Lease or at such other address designated by Landlord. Notices to Tenant shall be sent to Tenant at the Premises. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved. Notwithstanding anything to the contrary contained herein, Landlord may serve notices on Tenant by personal delivery or posting at the Premises in addition to or in lieu of any other service method, and any such notice posted on the Premises shall be deemed delivered on the date of posting or delivery.

28. QUIET ENJOYMENT. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, or mortgages encumbering the Center.

29. GENERAL PROVISIONS.

a. Miscellaneous. The words "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, where approval is required, the approved successors and assigns of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease. In the event any provision or a portion of any provision of this Lease is declared unenforceable or invalid by any court having competent jurisdiction, then such provision shall be construed and limited to the extent necessary to eliminate such invalid or unenforceable provision. All remaining provisions of this Lease shall remain enforceable and in full force and effect. Venue for any action arising out of or related to this Lease, the Premises, or Tenant's use or occupancy of the Premises shall lie exclusively in a court of competent jurisdiction in Lake County, Florida. The parties agree that this Lease or a short form memorandum hereof, referring to the parties, Property, construction lien provisions, and option to renew may be recorded in the Public Records of Lake County, Florida.

b. Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

30. NO REPRESENTATIONS BY LANDLORD. NEITHER LANDLORD NOR LANDLORD'S AGENTS HAVE MADE (AND TENANT HEREBY DISCLAIMS ANY RELIANCE UPON) ANY REPRESENTATIONS OR PROMISES CONCERNING THE PHYSICAL CONDITION OF THE PREMISES, TENANT'S ABILITY TO USE THE PREMISES FOR THE PERMITTED USE, THAT THE PERMITTED USE IS LAWFUL OR PERMISSIBLE UNDER APPLICABLE ZONING REGULATIONS, THE AREA OF THE PREMISES OR THE MANNER OF CALCULATING SUCH AREA, ANTICIPATED OPERATING COSTS, LEVELS OF CUSTOMER TRAFFIC, GROSS SALES THAT CAN BE ACHIEVED AT THE CENTER, PARKING AVAILABILITY, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, AND NO RIGHTS, EASEMENTS, OR LICENSES ARE ACQUIRED BY TENANT BY IMPLICATION OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

31. CONSTRUCTION; MERGER. THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE SHALL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL

PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

32. NO RELIANCE. EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

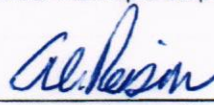
33. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date indicated below.

Witnesses to Landlord:

LANDLORD:

CITY OF LEESBURG, FLORIDA,
a Florida municipal corporation,

By: 
Alan Reisman, Mayor

Date: 2-10-25

ATTEST: 
City Clerk J. Andi Purvis,


Signature
Anna Pottermund
Printed Name
501 W. Meadow Street
Postal Address
Leesburg, FL 34748


Signature
Deb VINES
Printed Name
501 W. Meadow Street
Postal Address
Leesburg, FL 34748

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of February, 2025, by Alan Reisman as Mayor of the City of Leesburg, Florida, a Florida municipal corporation, who is ☒ personally known to me or ☐ who produced the following identification:



Anna Rotterdam

Notary Public Signature

Anna Rotterdam

Notary Public Name

(seal)

My Commission Number:

My Expiration Date:

TENANT:

LEESBURG ART FESTIVAL, INC.,
a Florida not for profit corporation,

Witnesses to Tenant:

Signature

Printed Name

Postal Address

By: _____
Amanda McLea, President

Date: _____

Signature

Printed Name

Postal Address

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Amanda McLea, as President of Leesburg Art Festival, Inc., a Florida not for profit corporation, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

(seal)

My Commission Number:

My Expiration Date:

EXHIBIT "A"
(Legal Description of the Property)

Lots 2 and 3, North of Main Street, OFFICIAL PLAT OF THE CITY OF LEESBURG,
according to the map or plat thereof as recorded in Plat Book 2, Page 19, Public Records
of Lake County, Florida.

Parcel Identification Number: 26-19-24-2600-000-00200

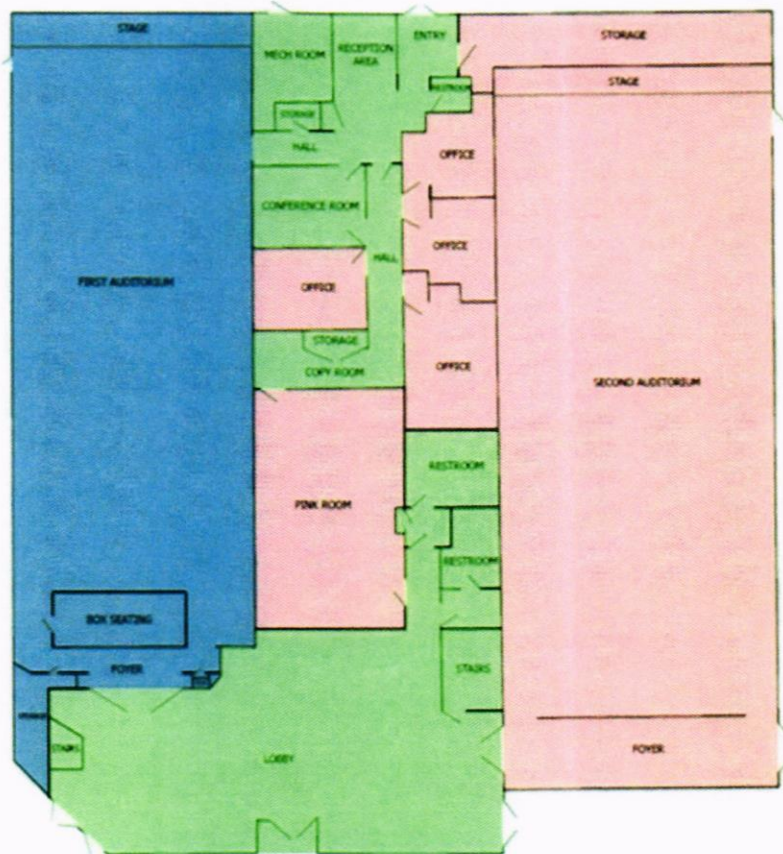
EXHIBIT "B"

**Tropic Theater
First Floor**

 = CFA

 = COMMON
SPACE

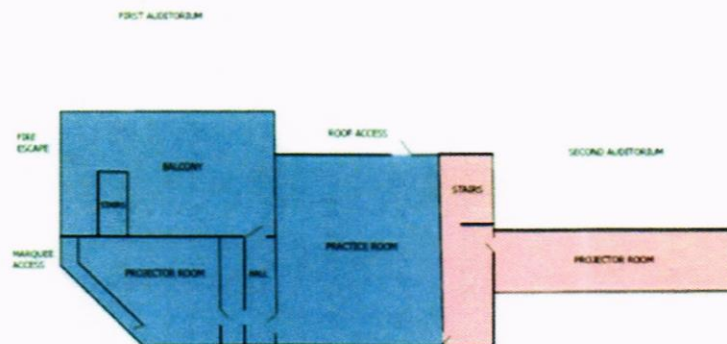
 = MELON
PATCH



**Tropic Theater
Second Floor**

 = CFA

 = MELON PATCH



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: March 24, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, expressing the City Commission's Opposition to proposed State Legislation that seeks to prohibit a Municipal Corporation's ability to collect revenue and transfer revenue, which ultimately provides utility service, public safety services and redevelopment endeavors; and providing an effective date.

Staff Recommendation:

Approve opposition to state legislation resolution.

Analysis:

The attached resolution opposes legislation that seeks to prohibit certain municipal corporation revenues, which will significantly impact a city's ability to provide critical public services.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, EXPRESSING THE CITY COMMISSION'S OPPOSITION TO PROPOSED STATE LEGISLATION THAT SEEKS TO PROHIBIT A MUNICIPAL CORPORATION'S ABILITY TO COLLECT REVENUE AND TRANSFER REVENUE, WHICH ULTIMATELY PROVIDES UTILITY SERVICE, PUBLIC SAFETY SERVICES AND REDEVELOPMENT ENDEAVORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the several bills have been introduced in the 2025 Florida Legislative Session which seek to restrict a municipal corporations' ability to collect general, special and redevelopment revenues; and,

WHEREAS, these bills are specifically:

- HB 991/SB 1242 – Elimination of Community Development Agencies
- HB 1523 - Utility Services - Enterprise Transfer Bill
- SB 432 – Abolishing Special Assessment

WHEREAS, if these bills become Florida law, both political subdivisions and municipal corporations will be drastically impacted in our mission to provide public safety services such as police and fire, utility services and to eradicate blighted community areas; and,

WHEREAS, providing these services are core local government functions.

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

THAT, the City of Leesburg, Florida, opposes such legislation and encourages the Florida Legislature to vote against such measures.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of March 2025.

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: March 24, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 77.5 +/- acres; and being generally located south of CR 33, west of US Highway 27, and north of CR 48, lying in Sections 14 & 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. (Leatherleaf ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 77.5 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 77.5 +/- acres, generally located south of CR 33, west of US Highway 27, and north of CR 48, as shown on the attached General Location Map. At this time, the property contains a carport-pole barn, residences, warehouse, and office. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes. The proposal for the development is 235 detached single-family residences, 48 paired villas, plus 120,000 square feet of amenities, medical office, office, and retail sales and service.

The property is surrounded by Lake County RMRP (Mobile Home Rental Park District), A (Agriculture), R-6 (Urban Residential District), R-7 (Mixed Residential District) C-2 (Community Commercial District), LM (Light Industrial District), RM (Mixed Home Residential), MP (Planned Industrial District) and City PUD (Planned Unit Development), C-3 (Highway Commercial) and CIP (Commercial/Industrial Planned). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, both had recommendations for **DENIAL** from the Planning Commission at the public hearing held on December 19, 2024.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 77.5 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 33, WEST OF US HIGHWAY 27, AND NORTH OF CR 48, LYING IN SECTIONS 14 & 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. (LEATHERLEAF ANNX)

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

Section 1.

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

**Legal Description
(See Exhibit A);**

Section 2.

All 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 here by is assigned to City Commission District 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



LEGAL DESCRIPTION(S)

DESCRIPTION: (O.R. 753 PAGE 1580)

The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS: right of way of County road on West line.

DESCRIPTION: (O.R. 796 PAGE 1129)

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS right of way of State Road No. 48.

DESCRIPTION: (O.R. 904 PAGE 1971)

That part of the NW 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, lying Southeasterly of the Southeasterly line of the right of way of the old Leesburg to Okahumpka Road; Less the South 218 feet of the West 358 feet thereof; Also Less, the North 64.06 feet of the South 282.06 feet of the East 340.0 feet of the West 358.0 feet thereof.

DESCRIPTION: (O.R. 970 PAGE 931)

PARCEL NO. 1:

That part of the NW 1/4 of the NW 1/4 of Section 14 and that part of the NE 1/4 of the NE 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Northwest corner of said Section 14, run South 0°05'40" West along the West line of said Section 14 a distance of 186.11 feet to a point on the Southeasterly line of the right of way of State Road No. 33, said point being the point of beginning of this description. From said point of beginning, run North 44°37'30" East along the Southeasterly line of said right of way 39.28 feet; thence South 45°22'30" East 455.62 feet to the Northwesterly line of the right of way of the Old Okahumpka-to-Leesburg clay road; thence South 48°03'30" West along the Northwesterly line of said right of way 495.4 feet; thence North 45°22'30" West 426 feet, more or less, to the Southeasterly line of the right of way of State Road No. 33; thence North 44°37'30" East along the Southeasterly line of said right of way 455.26 feet, more or less, to the point of beginning.

PARCEL NO. 2:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run South 89°48'50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 53.8 feet to the North line of the right of way of State Road No.48;

continue thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 1313.83 feet to the Point of Beginning of this description. From said point of beginning, run North 45°22'30" West 772.68. feet to a point on the Southeasterly line of the right of way of State Road No. 33, thence North 44°39' East along the South easterly line of said right of way 351 feet to the most Westerly corner of that certain tract of land conveyed by deed recorded in Official Records Book 707, Page 491, Public Records of Lake County, Florida, thence run South 45°22'30" East along the Southwesterly line of said Tract, 426 feet, more or less, to the most Southerly corner thereof; thence North 48°03'30" East along the Southeasterly line of said Tract 0.8 feet to a point that is 15 feet West of the East line of said Section 15; thence South 0°05'40" West parallel to said East line 493.49 feet to the point of beginning.

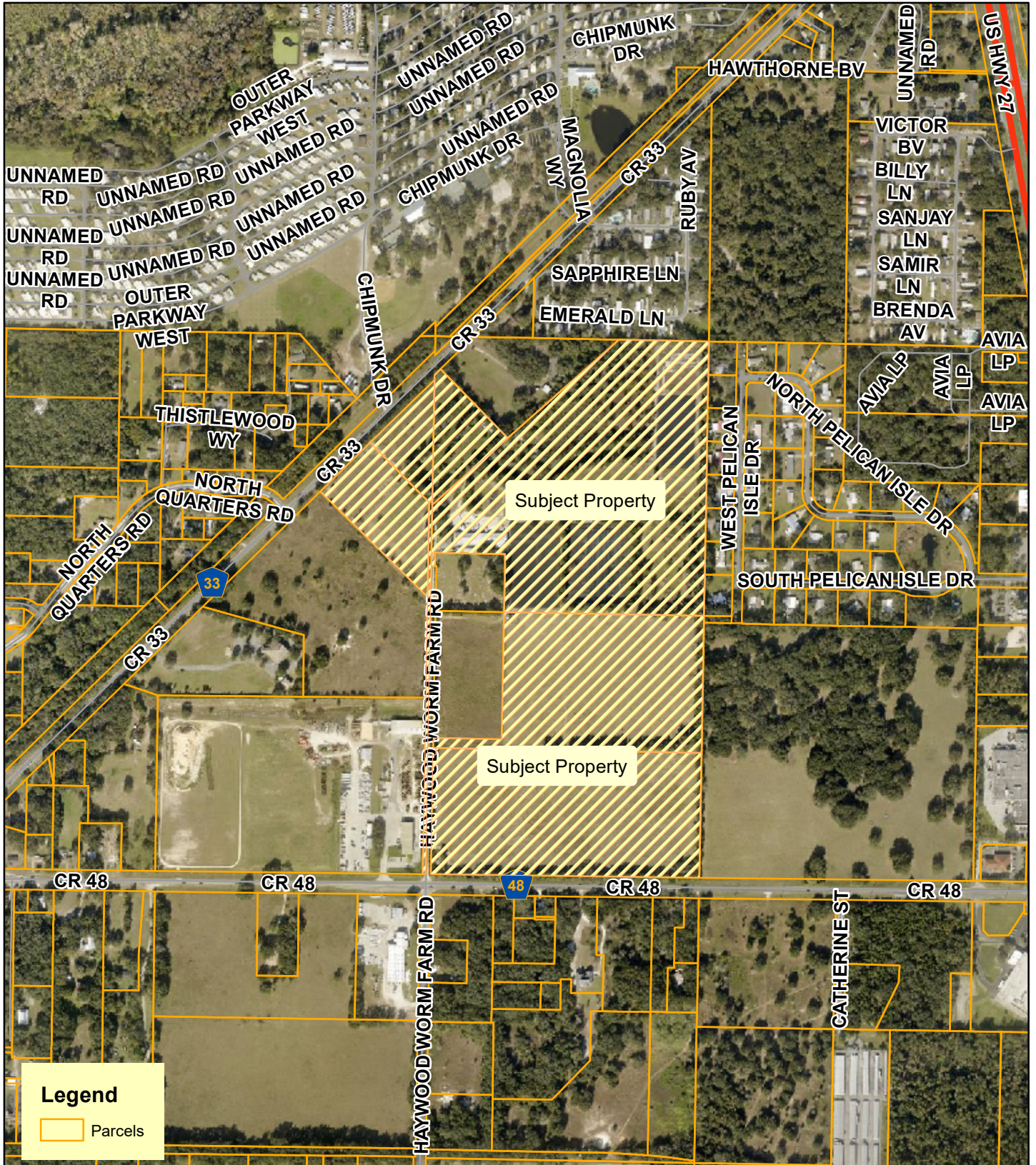
AND

DESCRIPTION: (O.R. 3842 PAGES 1080-1083)

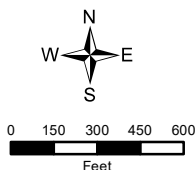
PARCEL III

That part of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run thence South 89 degrees 48' 50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0 degrees 05' 40" East parallel to the East line of the said Northeast 1/4 a distance of 53.80 feet, more or less, to the Northerly line of the right of way of State Road No. 48 and point of beginning of this description. From said point of beginning run North 0 degrees 05' 40" East parallel to and 15 feet West of said East line of the Northeast 1/4 a distance of 1807.32 feet, thence South 45 degrees 22'30" East to the East line of the said Northeast 1/4, thence South along the East line of the said Northeast 1/4 to the Northerly line of the right of way of State Road No. 48; thence Westerly along the Northerly line of said right of way to the point of beginning.

Aerial



**Planning
& Zoning
Division**

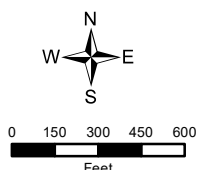


Leatherleaf
 AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
 2696681, 1701201
 Sections 14 & 15, Township 20, Range 24 East
 August 15, 2024

Surrounding Land Use



**Planning
& Zoning
Division**



Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

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

DATE: September 3, 2024
OWNER: Holiday Foliage, Inc
PETITIONER: Holiday Foliage, Inc
PROJECT: Leatherleaf
REQUEST: Large Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-24-253, PUD-24-254

GENERAL LOCATION: South of CR 33, west of US Highway 27, and north of CR 48

FUTURE LAND USE DESIGNATION: Lake County Regional Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density, Regional Commercial
South – City Neighborhood Mixed Use, Institutional
East – City General Commercial, Industrial
West – Lake County Urban Medium Density

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Regional Commercial	General Commercial	77.5 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: City CIP (Commercial/Industrial Planned)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-7 (Mixed Residential District), C-3 (Highway Commercial)
South – City M-1 (Industrial), R-2 (Medium Density Residential), P (Public)
East – City M-1 (Industrial), C-3 (Highway Commercial)
West – Lake County A (Agriculture), R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

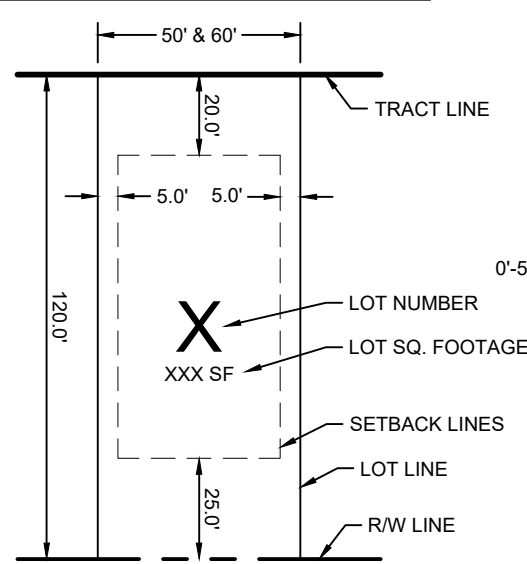
EXISTING LAND USE: Carport-Pole Barn, Residences, Warehouse & Office

SURROUNDING LAND USE:

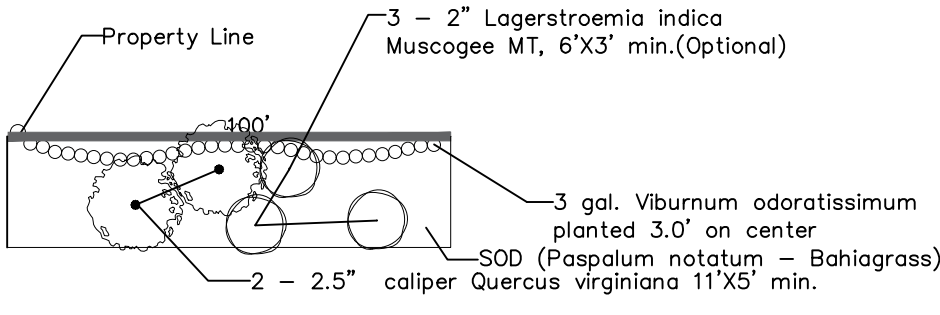
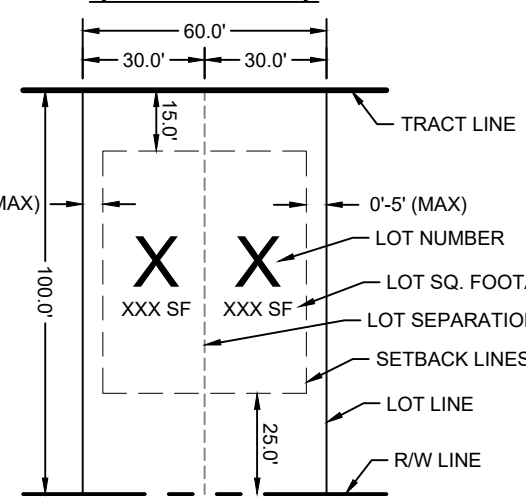
North – Pasture, Vacant Residential, Undeveloped, Manufactured Home
South – Lake County Eagles Aerie Club, Arlington Ridge
East – Vacant Commercial, Vacant Gov't County, Self-Storage
West – Single-Family, Vacant Residential, Manufactured Home

PROPOSED LAND USE: Mixed-Use Residential & Commercial Development

TYPICAL LOT
(SINGLE FAMILY)

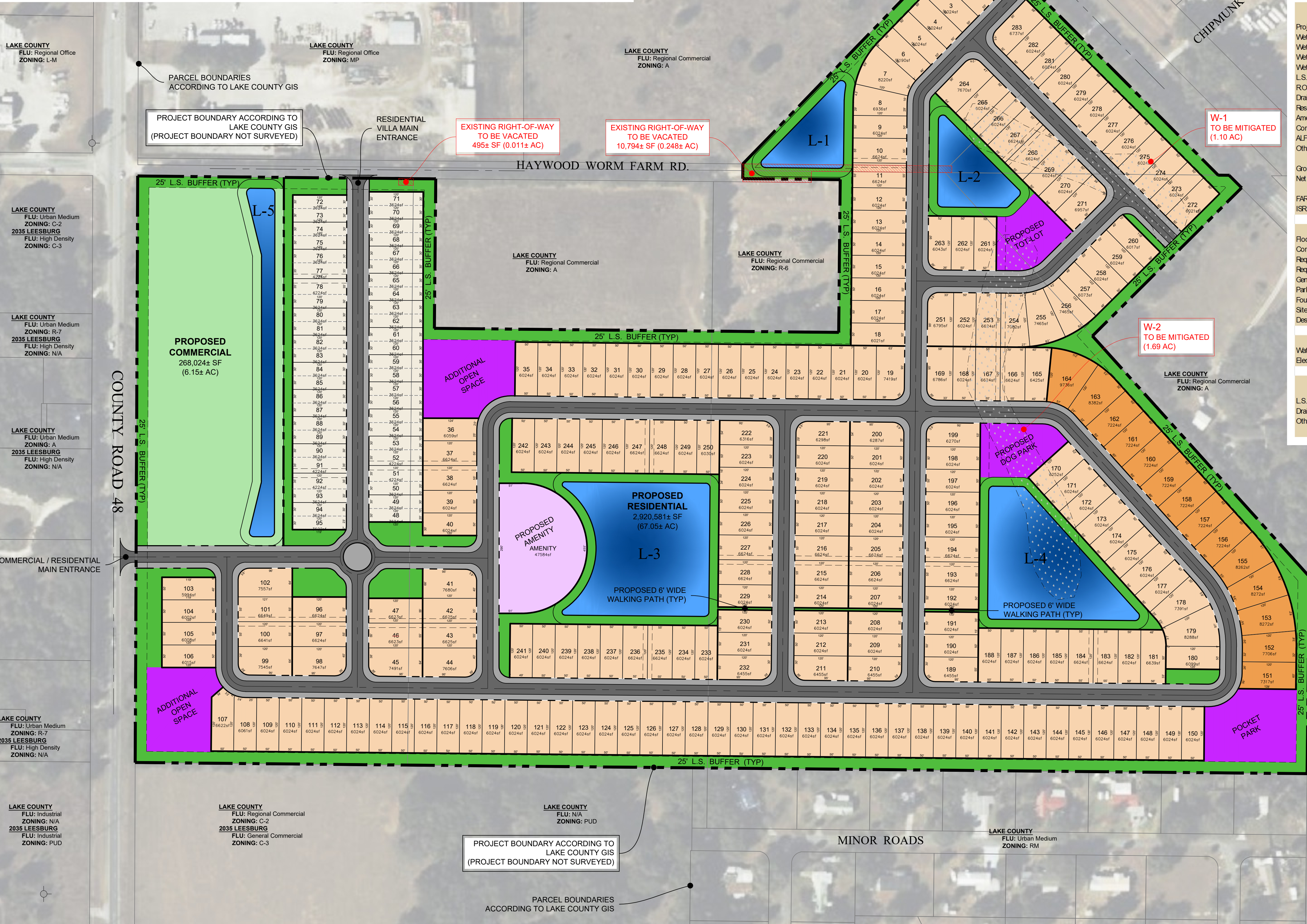


TYPICAL LOT
(VILLAS)



Buffer detail is to illustrate plant material quantity and specifications only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system
Illustrated buffer does not reflect credited existing plant material

100 Feet of
Typical 25' Landscape Buffer
not to scale



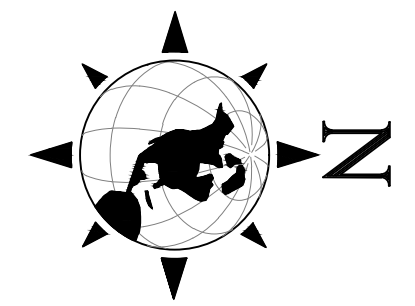
OWNER(S):
Alt Key 2587091, 1774896
Holiday Foliage Inc
P.O. Box 56
Okahumpka, FL 34762-0056

Alt Key 2718421, 1774926, 1741866
Diane B. Knight
P.O. Box 56
Okahumpka, FL 34762-0056

Alt Key 2696681
Uniflora Overseas Florida, INC
P.O. Box 56
Okahumpka, FL 34762-0056

DEVELOPER
Mason Malphrus
50 Judge Island Drive
Beaufort, SC 29907

APPLICANT
Michael Rankin
LPG Urban and Regional Planners, LLC
1162 Camp Avenue
Mount Dora, FL 32757

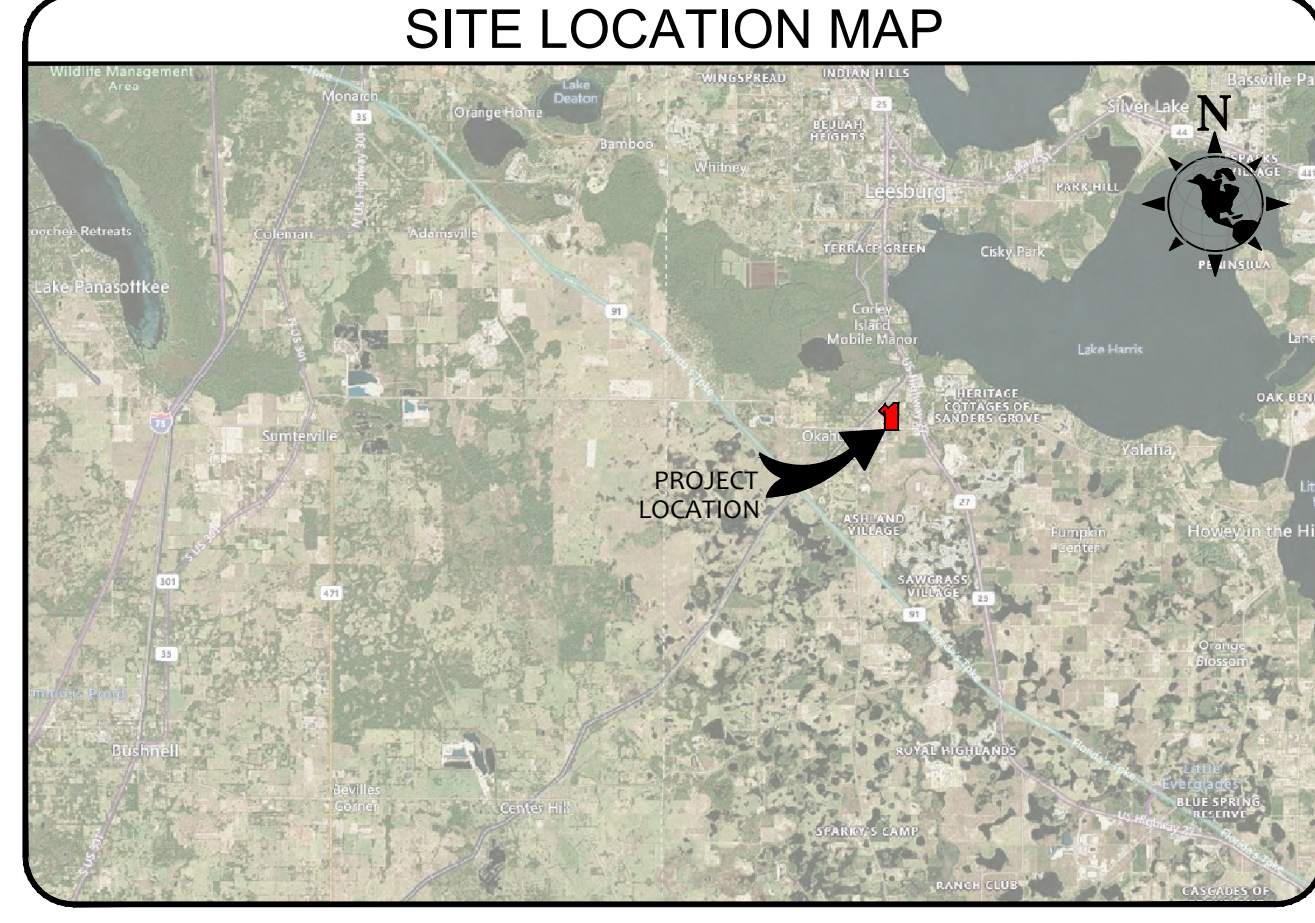


NOTE:
AREAS MAY HAVE BEEN DIGITIZED FROM A SCALED PDF.
COUNTY GIS AND/OR AERIAL IMAGERY, LINEWORK
GENERATED USING THIS METHOD MAY BE OFF AS MUCH AS
3 TO 5% ALL CALCS SHOULD BE DEEMED APPROXIMATE
UNTIL SURVEY HAS BEEN PROVIDED.

SITE DETAILS			
Site Details	SF	AC	%
Project Boundary	3,188,605	73.20	100.00%
Wetlands All	121,760	2.80	3.82%
Wetlands Impacted	121,760	2.80	3.82%
Wetlands Remaining	0	0.00	0.00%
Wetland Buffers	0	0.00	0.00%
L.S. Buffers	232,240	5.33	7.28%
ROW	513,779	11.79	16.11%
Drainage Ponds	216,242	4.96	6.78%
Residential	1,668,256	38.30	52.32%
Amenity	47,584	1.09	1.49%
Commercial	268,024	6.15	8.41%
ALF	0	0.00	0.00%
Other Open Space	242,480	5.57	7.60%
Density	Maximum	Proposed	
Gross	18 DU/AC		
Net	18 DU/AC		
Intensity	Maximum	Proposed	
FAR	2.0		
ISR	70%		
GENERAL NOTES			
Flood Zone: (Zone/Elev.): AE, BFE (X/77.1)			
Community Panel Numbers: 120421-12069C0320E & 12069C0460E			
Required Vehicle Parking: Per LDC Sec. 25-361			
Required Bike Parking: Per LDC Sec. 25-362			
General Landscaping: Per LDC Sec. 25-328			
Parking Lot Landscaping: Per LDC Sec. 25-331			
Foundation Landscaping: Per LDC Sec. 25-331 (b)(1)			
Site Lighting: Shall Comply with IESNA Guidelines (LDC Sec. 25-321)			
Design Standards: Consistent with LDC Sec. 25-360			
UTILITIES			
Water & Sewer Provider: City of Leesburg			
Electric & Natural Gas Provider: City of Leesburg			
OPEN SPACE			
Site Details	SF	AC	%
L.S. Buffers	232,240	5.33	7.28%
Drainage Ponds	216,242	4.96	6.78%
Other Open Space	242,480	5.57	7.60%
TOTAL OPEN SPACE	690,962	15.86	21.67%

REQUEST							
Existing	Jurisdiction	Land Use	Zoning				
Proposed	Lake Co. Leesburg	Regional Office General Commercial	Agricultural/R-6 PUD				
SURROUNDING USES							
Direction	Jurisdiction	Land Use	Zoning				
North	Lake Co.	Regional Comm./A	PUD				
South	Lake Co.	Urban Medium	C-2, R-7 & A				
East	Leesburg	LDR General Comm.	PUD, Highway Comm.				
	Lake Co.	Urban Medium	RM				
West	Lake Co.	Regional Office, Regional Commercial	CFD, C-2 & A				
DEVELOPMENT PROGRAM							
Proposed Use	Intensity (Units/ Beds/ Square Feet)						
Single Family Detached	235						
Paired Villas	48						
Assisted Living Facility (ALF)	0						
Amenities	47,584						
Medical Office	70,000						
Office	30,000						
Retail Sales & Services	20,000						
LOT DIMENSIONS & SETBACKS							
Uses	Lot Width	Front	Rear	Side	Side Street	Distance Between Structures	Maximum Height
Single Family (detached)**	50'	25'	20'	5'	15'		2 stories (40')
Paired Villas	60'	25'	15'	0'-5'	15'	10'	2 stories (40')
Amenities	30'	25'	15'				2 stories (40')
Medical Office							3 stories (45')
Office							3 stories (45')
Retail Sales & Services							3 stories (45')
PER METER BUFFERS (Widths)							
Direction	Width						
North	25'						
South	25'						
East	25'						
West	25'						
AMENITIES:							
• Clubhouse							
• Dog Park							
• Tot Lot							
• Passive Green Space Throughout							
• Small Pocket Parks with Sitting Areas							

- OPEN SPACE
- 30'x120' VILLA LOTS
- 50'x120' LOTS
- 60'x120' LOTS
- AMENITY AREA
- ADDITIONAL AMENITIES WITH OPEN SPACE



A:\MEC\MECMEC - MEC_Drawings\Jobs SPO\Okahumpka_Engineering\Site Plans\OS-SP-10.dwg [11/1/2024 11:30 AM]

NO.	DATE	REVISION DESCRIPTION	BY

M

MORRIS ENGINEERING AND CONSULTING, LLC

Civil Engineering and Land Development Consulting

6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE	2024-11-01
PROJECT	LEATHERLEAF OKAHUMPKA
DRAWING	OS-SP10
DRAWN	SMI
CHECKED	MJM

CONCEPTUAL SITE PLAN - 10 (For Client Only)

LEATHERLEAF OKAHUMPKA

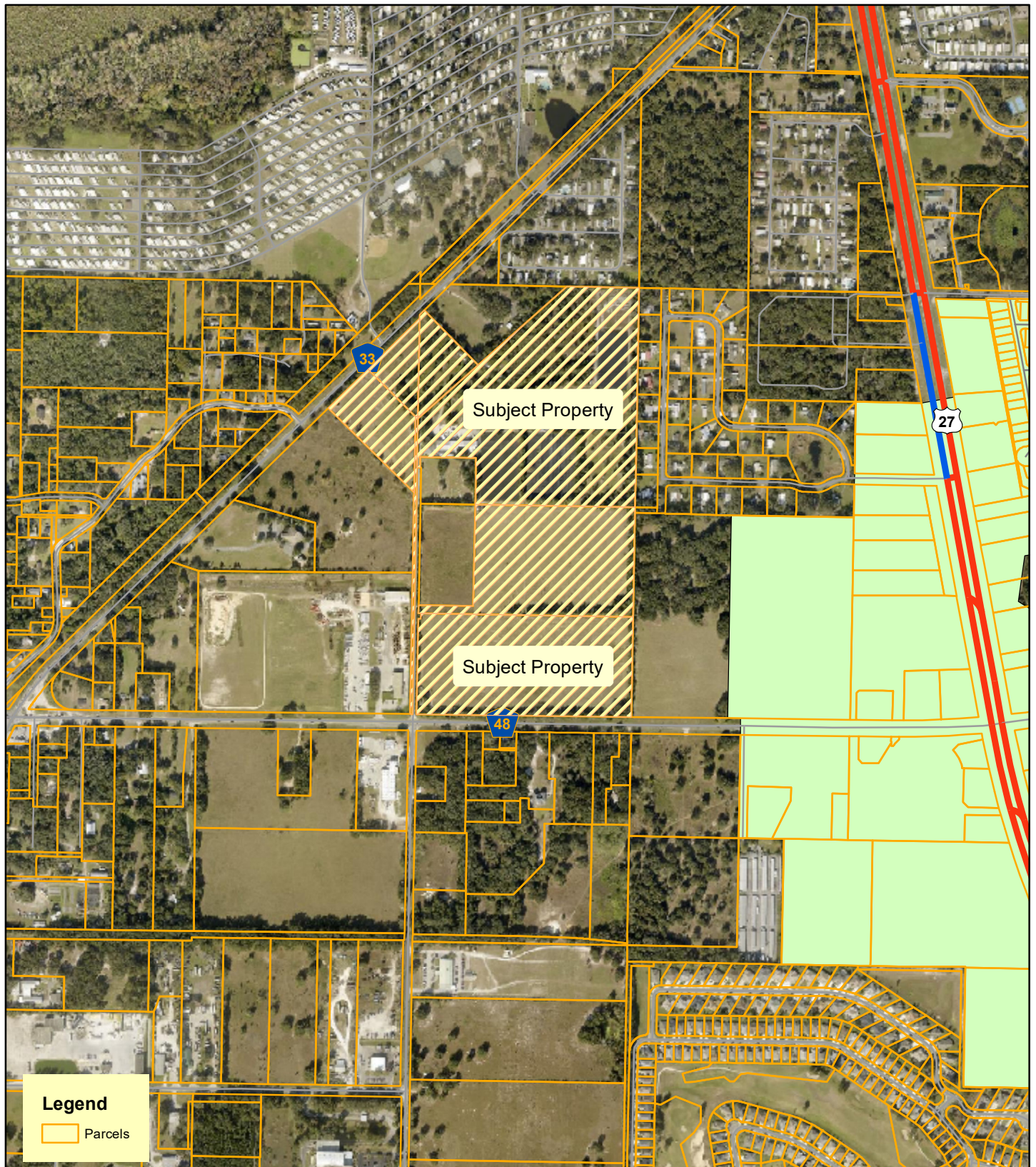
LAKE COUNTY, FLORIDA

SCALE	1"=120'
VERTICAL DATUM	NAVD88
SHEET	1
OF	1

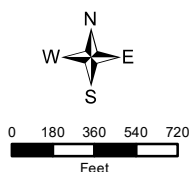
MATTHEW J. MORRIS

FL LICENSE NO. 68434

Community Redevelopment Area

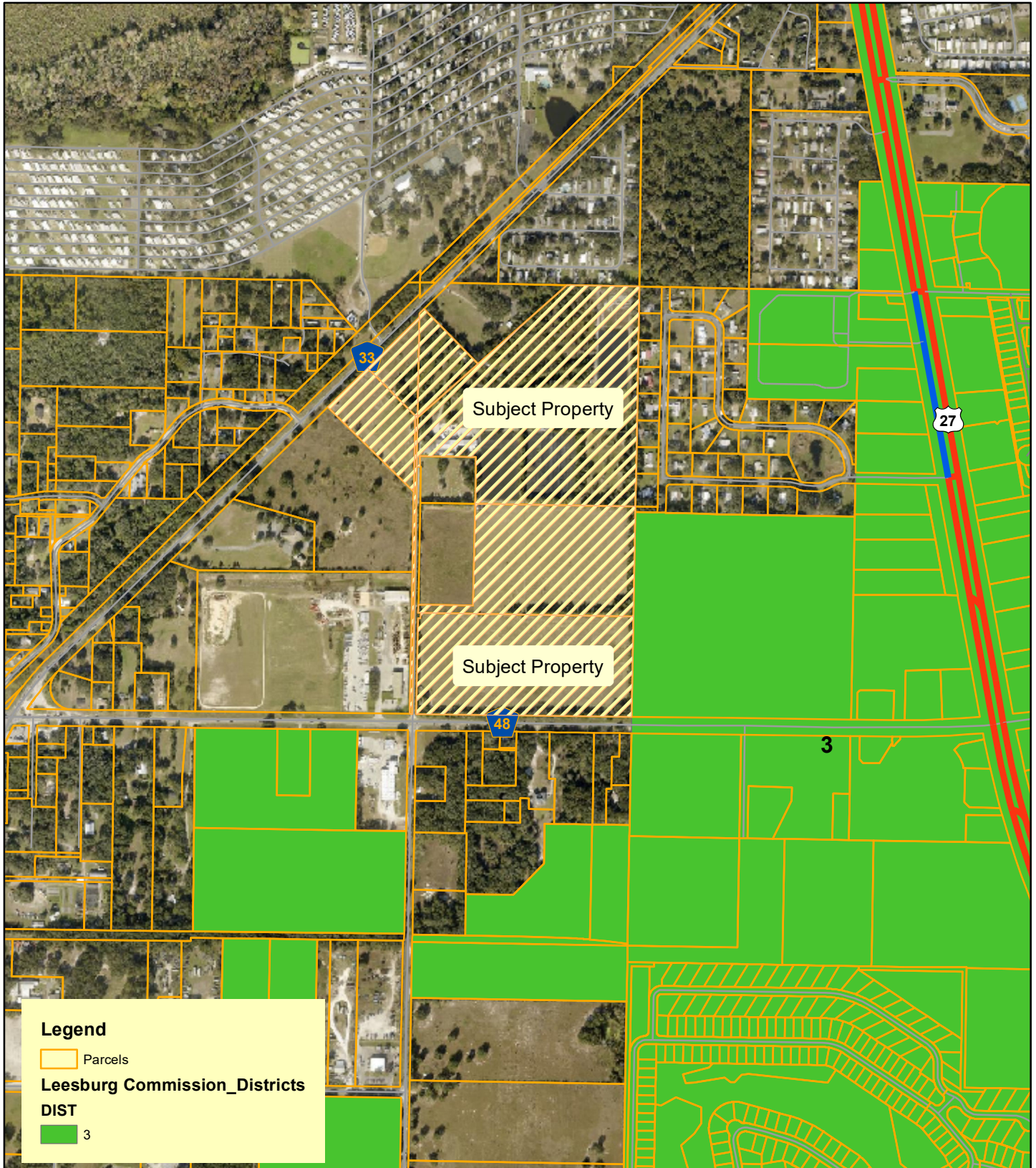


**Planning
& Zoning
Division**

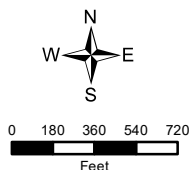


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Commission District



**Planning
& Zoning
Division**



Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: March 24, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 77.5 +/- acres; and being generally located south of CR 33, west of US Highway 27, and north of CR 48, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leatherleaf LSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 77.5 +/- acres from Lake County Regional Commercial to City of Leesburg General Commercial.

Analysis:

The project site is approximately 77.5 acres. The property is generally located south of CR 33, west of US Highway 27, and north of CR 48. Currently, the property contains a carport-pole barn, residences, warehouse and office. The proposed use is 235 detached single-family residences, 48 paired villas, plus 120,000 square feet of amenities, medical office, office, and retail sales and service. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Urban Medium Density, Regional Commercial, General Commercial; and City of Leesburg Industrial are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on December 19, 2024 and recommended **DENIAL** for this case.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Regional Commercial to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 77.5 +/- ACRES; AND BEING GENERALLY LOCATED SOUTH OF CR 33, WEST OF US HIGHWAY 27, AND NORTH OF CR 48, LYING IN SECTIONS 14 & 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEATHERLEAF LSCP)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 77.5. acres of land generally located south of CR 33, west of US Highway 27, and north of CR 48 from Lake County Regional Commercial to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Sections 14 and 15, Township 20 South, Range 24 East, Lake County, Florida;

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



LEGAL DESCRIPTION(S)

DESCRIPTION: (O.R. 753 PAGE 1580)

The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS: right of way of County road on West line.

DESCRIPTION: (O.R. 796 PAGE 1129)

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS right of way of State Road No. 48.

DESCRIPTION: (O.R. 904 PAGE 1971)

That part of the NW 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, lying Southeasterly of the Southeasterly line of the right of way of the old Leesburg to Okahumpka Road; Less the South 218 feet of the West 358 feet thereof; Also Less, the North 64.06 feet of the South 282.06 feet of the East 340.0 feet of the West 358.0 feet thereof.

DESCRIPTION: (O.R. 970 PAGE 931)

PARCEL NO. 1:

That part of the NW 1/4 of the NW 1/4 of Section 14 and that part of the NE 1/4 of the NE 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Northwest corner of said Section 14, run South 0°05'40" West along the West line of said Section 14 a distance of 186.11 feet to a point on the Southeasterly line of the right of way of State Road No. 33, said point being the point of beginning of this description. From said point of beginning, run North 44°37'30" East along the Southeasterly line of said right of way 39.28 feet; thence South 45°22'30" East 455.62 feet to the Northwesterly line of the right of way of the Old Okahumpka-to-Leesburg clay road; thence South 48°03'30" West along the Northwesterly line of said right of way 495.4 feet; thence North 45°22'30" West 426 feet, more or less, to the Southeasterly line of the right of way of State Road No. 33; thence North 44°37'30" East along the Southeasterly line of said right of way 455.26 feet, more or less, to the point of beginning.

PARCEL NO. 2:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run South 89°48'50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 53.8 feet to the North line of the right of way of State Road No.48;

continue thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 1313.83 feet to the Point of Beginning of this description. From said point of beginning, run North 45°22'30" West 772.68 feet to a point on the Southeasterly line of the right of way of State Road No. 33, thence North 44°39' East along the South easterly line of said right of way 351 feet to the most Westerly corner of that certain tract of land conveyed by deed recorded in Official Records Book 707, Page 491, Public Records of Lake County, Florida, thence run South 45°22'30" East along the Southwesterly line of said Tract, 426 feet, more or less, to the most Southerly corner thereof; thence North 48°03'30" East along the Southeasterly line of said Tract 0.8 feet to a point that is 15 feet West of the East line of said Section 15; thence South 0°05'40" West parallel to said East line 493.49 feet to the point of beginning.

AND

DESCRIPTION: (O.R. 3842 PAGES 1080-1083)

PARCEL III

That part of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run thence South 89 degrees 48' 50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0 degrees 05' 40" East parallel to the East line of the said Northeast 1/4 a distance of 53.80 feet, more or less, to the Northerly line of the right of way of State Road No. 48 and point of beginning of this description. From said point of beginning run North 0 degrees 05' 40" East parallel to and 15 feet West of said East line of the Northeast 1/4 a distance of 1807.32 feet, thence South 45 degrees 22'30" East to the East line of the said Northeast 1/4, thence South along the East line of the said Northeast 1/4 to the Northerly line of the right of way of State Road No. 48; thence Westerly along the Northerly line of said right of way to the point of beginning.

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

DATE: September 3, 2024
OWNER: Holiday Foliage, Inc
PETITIONER: Holiday Foliage, Inc
PROJECT: Leatherleaf
REQUEST: Large Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-24-253, PUD-24-254

GENERAL LOCATION: South of CR 33, west of US Highway 27, and north of CR 48

FUTURE LAND USE DESIGNATION: Lake County Regional Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density, Regional Commercial
South – City Neighborhood Mixed Use, Institutional
East – City General Commercial, Industrial
West – Lake County Urban Medium Density

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Regional Commercial	General Commercial	77.5 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: City CIP (Commercial/Industrial Planned)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-7 (Mixed Residential District), C-3 (Highway Commercial)
South – City M-1 (Industrial), R-2 (Medium Density Residential), P (Public)
East – City M-1 (Industrial), C-3 (Highway Commercial)
West – Lake County A (Agriculture), R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

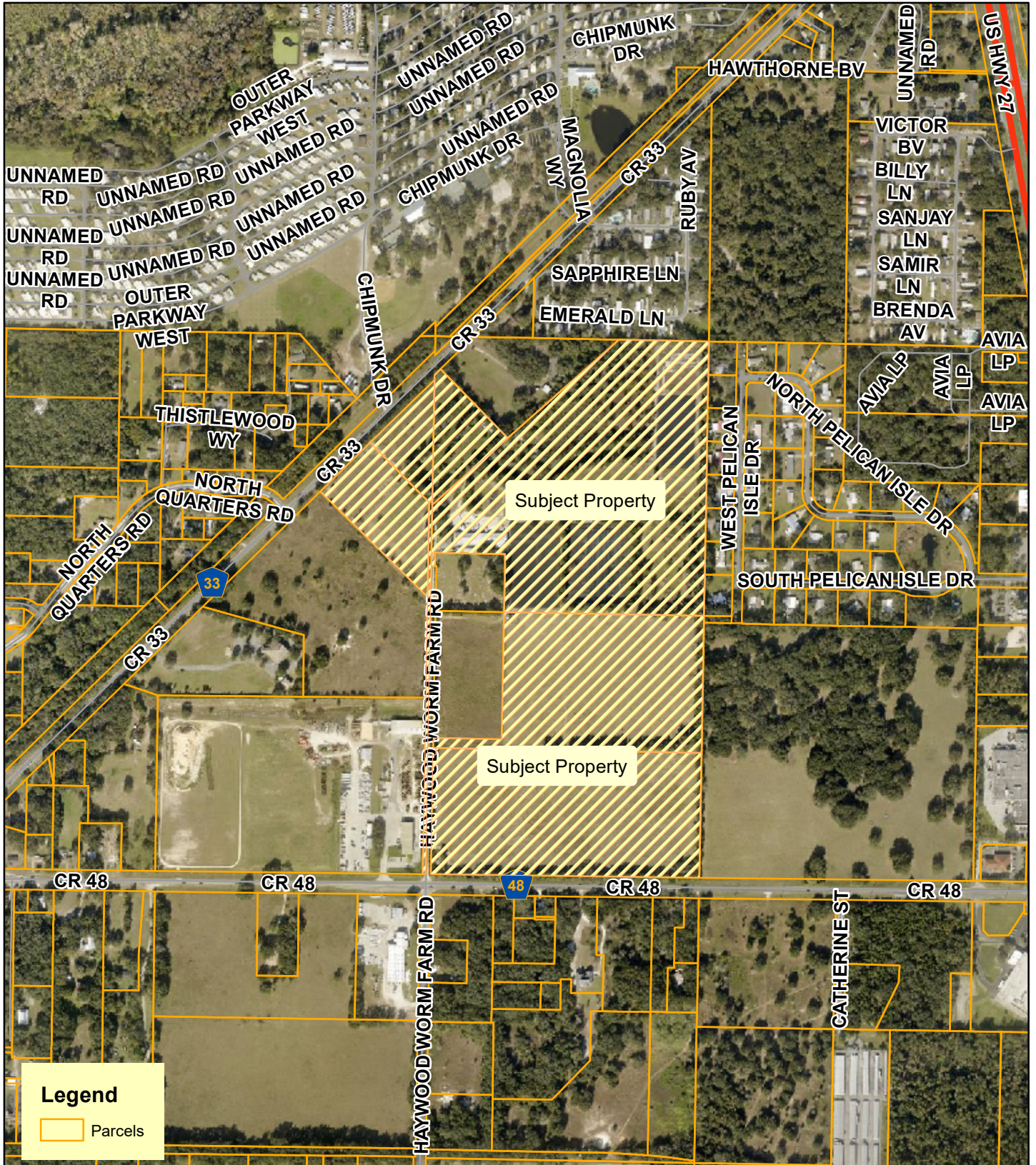
EXISTING LAND USE: Carport-Pole Barn, Residences, Warehouse & Office

SURROUNDING LAND USE:

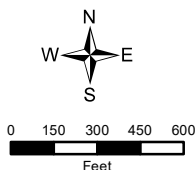
North – Pasture, Vacant Residential, Undeveloped, Manufactured Home
South – Lake County Eagles Aerie Club, Arlington Ridge
East – Vacant Commercial, Vacant Gov't County, Self-Storage
West – Single-Family, Vacant Residential, Manufactured Home

PROPOSED LAND USE: Mixed-Use Residential & Commercial Development

Aerial

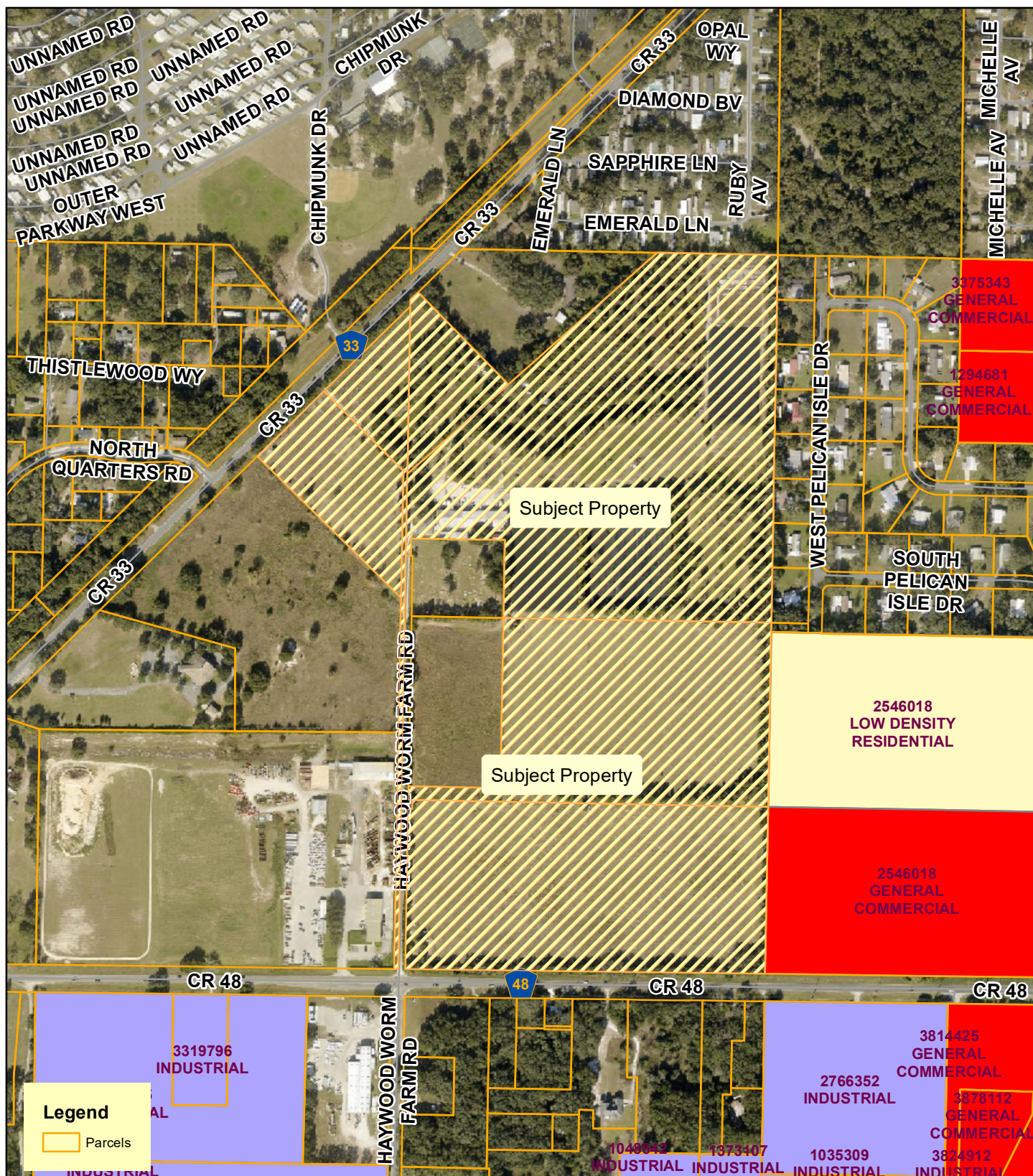


**Planning
& Zoning
Division**

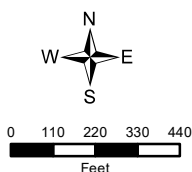


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Future Land Use

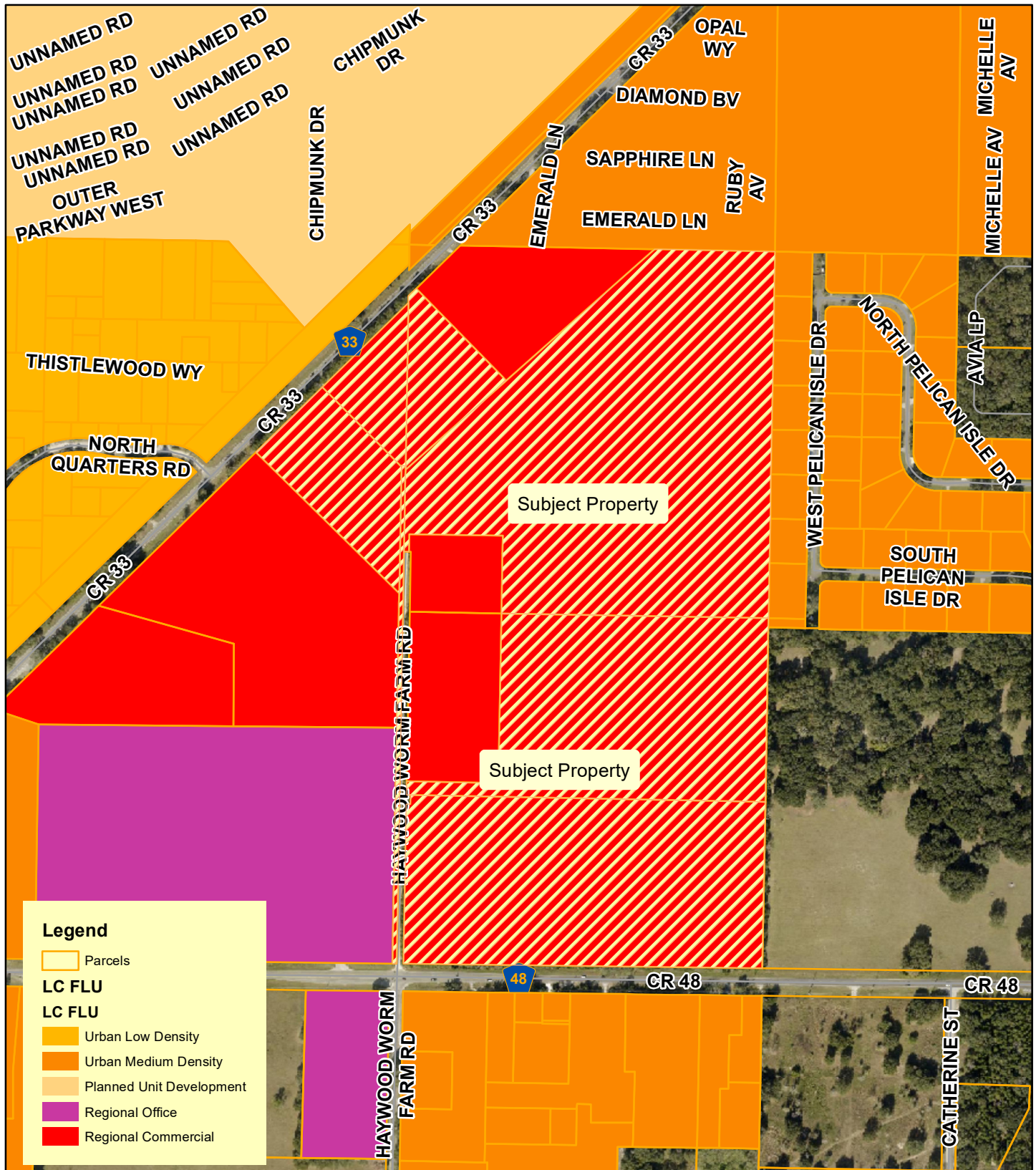


Planning & Zoning Division

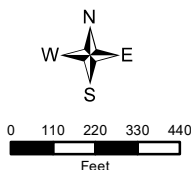


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Lake County Future Land Use

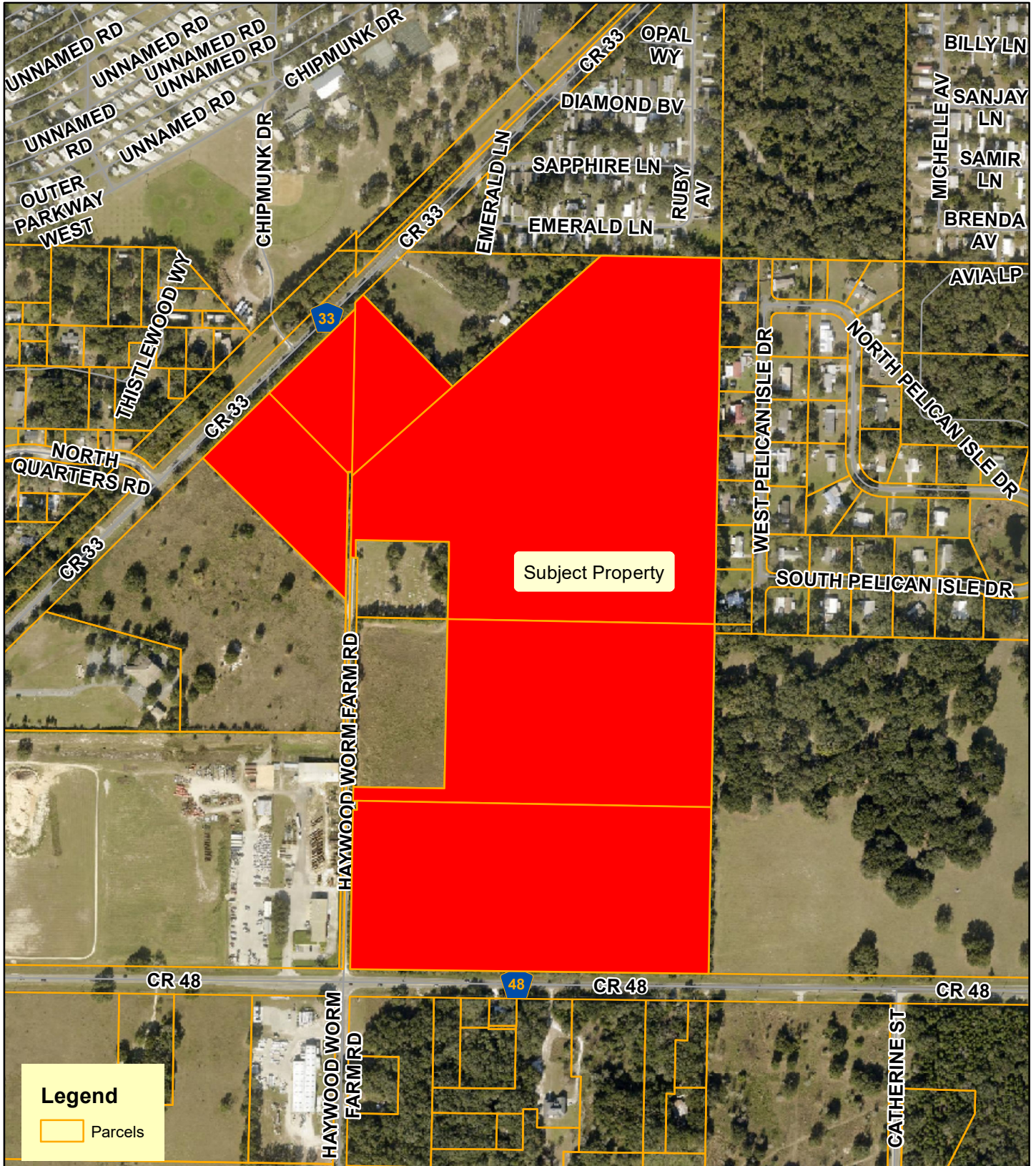


**Planning
& Zoning
Division**

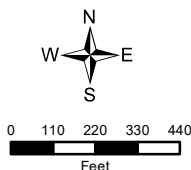


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

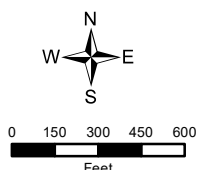


Leatherleaf
 AK#s 2718421, 1774926, 1741866, 2587091,
 2696681, 1701201
 Section 14 & 15, Township 20, Range 24 East
 August 15, 2024

Surrounding Land Use



**Planning
& Zoning
Division**



Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: March 24, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 77.5 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow for 235 detached single-family residences, 48 paired villas, plus 120,000 square feet of amenities, medical office, office, and retail sales and service, for a property generally located south of CR 33, west of US Highway 27, and north of CR 48, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Leatherleaf PUD)

Staff Recommendation:

Planning and Zoning Staff recommend approval of the request to rezone the subject property from Lake County A (Agriculture) City of Leesburg PUD (Planned Unit Development).

Analysis:

The project site is approximately 77.5 +/- acres, and is generally located south of CR 33, west of US Highway 27 as shown on the attached maps. At this time, the property contains a carport-pole barn, residences, warehouse and office. The proposal will allow for 235 detached single-family residences, 48 paired villas, plus 120,000 square feet of amenities, medical office, office, and retail sales and service. The existing land uses surrounding the property are Rental RV Park, Rental Manufactured Home Park, Vacant Commercial, Single Family Residential, Vacant Industrial, Manufactured Home Subdivision, Pasture, Vacant Residential, and Light Manufacturing. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on December 19, 2024 and recommended **DENIAL** of this project.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development); or

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 77.5 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 235 DETACHED SINGLE-FAMILY RESIDENCES, 48 PAIRED VILLAS, PLUS 120,000 SQUARE FEET OF AMENITIES, MEDICAL OFFICE, OFFICE, AND RETAIL SALES AND SERVICE, FOR A PROPERTY GENERALLY LOCATED SOUTH OF CR 33, WEST OF US HIGHWAY 27, AND NORTH OF CR 48, LYING IN SECTIONS 14 & 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEATHERLEAF PUD)

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

Section 1.

Based upon the petition of Michael Rankin, LPG on behalf of Holiday Foliage, Inc, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



LEGAL DESCRIPTION(S)

DESCRIPTION: (O.R. 753 PAGE 1580)

The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS: right of way of County road on West line.

DESCRIPTION: (O.R. 796 PAGE 1129)

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS right of way of State Road No. 48.

DESCRIPTION: (O.R. 904 PAGE 1971)

That part of the NW 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, lying Southeasterly of the Southeasterly line of the right of way of the old Leesburg to Okahumpka Road; Less the South 218 feet of the West 358 feet thereof; Also Less, the North 64.06 feet of the South 282.06 feet of the East 340.0 feet of the West 358.0 feet thereof.

DESCRIPTION: (O.R. 970 PAGE 931)

PARCEL NO. 1:

That part of the NW 1/4 of the NW 1/4 of Section 14 and that part of the NE 1/4 of the NE 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Northwest corner of said Section 14, run South 0°05'40" West along the West line of said Section 14 a distance of 186.11 feet to a point on the Southeasterly line of the right of way of State Road No. 33, said point being the point of beginning of this description. From said point of beginning, run North 44°37'30" East along the Southeasterly line of said right of way 39.28 feet; thence South 45°22'30" East 455.62 feet to the Northwesterly line of the right of way of the Old Okahumpka-to-Leesburg clay road; thence South 48°03'30" West along the Northwesterly line of said right of way 495.4 feet; thence North 45°22'30" West 426 feet, more or less, to the Southeasterly line of the right of way of State Road No. 33; thence North 44°37'30" East along the Southeasterly line of said right of way 455.26 feet, more or less, to the point of beginning.

PARCEL NO. 2:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run South 89°48'50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 53.8 feet to the North line of the right of way of State Road No.48;

continue thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 1313.83 feet to the Point of Beginning of this description. From said point of beginning, run North 45°22'30" West 772.68 feet to a point on the Southeasterly line of the right of way of State Road No. 33, thence North 44°39' East along the South easterly line of said right of way 351 feet to the most Westerly corner of that certain tract of land conveyed by deed recorded in Official Records Book 707, Page 491, Public Records of Lake County, Florida, thence run South 45°22'30" East along the Southwesterly line of said Tract, 426 feet, more or less, to the most Southerly corner thereof; thence North 48°03'30" East along the Southeasterly line of said Tract 0.8 feet to a point that is 15 feet West of the East line of said Section 15; thence South 0°05'40" West parallel to said East line 493.49 feet to the point of beginning.

AND

DESCRIPTION: (O.R. 3842 PAGES 1080-1083)

PARCEL III

That part of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run thence South 89 degrees 48' 50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0 degrees 05' 40" East parallel to the East line of the said Northeast 1/4 a distance of 53.80 feet, more or less, to the Northerly line of the right of way of State Road No. 48 and point of beginning of this description. From said point of beginning run North 0 degrees 05' 40" East parallel to and 15 feet West of said East line of the Northeast 1/4 a distance of 1807.32 feet, thence South 45 degrees 22'30" East to the East line of the said Northeast 1/4, thence South along the East line of the said Northeast 1/4 to the Northerly line of the right of way of State Road No. 48; thence Westerly along the Northerly line of said right of way to the point of beginning.

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

DATE: September 3, 2024
OWNER: Holiday Foliage, Inc
PETITIONER: Holiday Foliage, Inc
PROJECT: Leatherleaf
REQUEST: Large Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-24-253, PUD-24-254

GENERAL LOCATION: South of CR 33, west of US Highway 27, and north of CR 48

FUTURE LAND USE DESIGNATION: Lake County Regional Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density, Regional Commercial
South – City Neighborhood Mixed Use, Institutional
East – City General Commercial, Industrial
West – Lake County Urban Medium Density

FROM: LAKE COUNTY FLU DESIGNATION	TO: CITY OF LEESBURG FLU DESIGNATION	NUMBER OF ACRES
Regional Commercial	General Commercial	77.5 +/-

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: City CIP (Commercial/Industrial Planned)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-7 (Mixed Residential District), C-3 (Highway Commercial)
South – City M-1 (Industrial), R-2 (Medium Density Residential), P (Public)
East – City M-1 (Industrial), C-3 (Highway Commercial)
West – Lake County A (Agriculture), R-1 (Rural Residential)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Carport-Pole Barn, Residences, Warehouse & Office

SURROUNDING LAND USE:

North – Pasture, Vacant Residential, Undeveloped, Manufactured Home
South – Lake County Eagles Aerie Club, Arlington Ridge
East – Vacant Commercial, Vacant Gov't County, Self-Storage
West – Single-Family, Vacant Residential, Manufactured Home

PROPOSED LAND USE: Mixed-Use Residential & Commercial Development

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

DATE: December 19, 2024
OWNER: Holiday Foliage, Inc
PETITIONER: Holiday Foliage, Inc
PROJECT: Leatherleaf
REQUEST: Large Scale Comprehensive Plan to Commercial and Rezoning to PUD (Planned Unit Development)
CASE NO.: LSCP-24-253, PUD-24-254

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 9/13/24

FIRE

“No comment from Leesburg Fire Department.” – Amanda Stevenson, 9/12/24

ELECTRIC

“This is not in the Leesburg Electric Service Territory. We have no objections.” – Steve Davis, 9/3/2024

GAS

No comments received as of 9/13/24

GIS

No comments received as of 9/13/24

BUILDING

No comments received as of 9/13/24

HOUSING

“No comment from Housing.” – Sandra Wilson, 9/3/2024

PUBLIC WORKS

No comments received as of 9/13/24

ADDRESSING

No comments received as of 9/13/24

ECONOMIC DEVELOPMENT

No comments received as of 9/13/24

LAKE COUNTY PUBLIC WORKS

Please see attached.

LAKE COUNTY SCHOOLS

No comments received as of 9/13/24

PUBLIC RESPONSES

Approval

No comments received as of 9/13/24

Disapproval

No comments received as of 9/13/24



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

September 9, 2024

Kandi Harper
Deputy Director
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(sent via email)

RE: PROJECT: Leatherleaf / Planned Unit Development - Mixed Use Planned Use Development
CASE NO.: PUD-24-254

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Major comments for CR 48, CR 33, and Haywood Worm Farm Road

- Turn Lanes are required on CR 48 and CR 33 at the development's proposed access locations.
- Additional right-of-way may be required for CR 48, CR 33, and Haywood Worm Farm Road.
- A traffic impact analysis is recommended to be provided and reviewed prior to the PUD hearing.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Josh Blake
District 5

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

CR 48:

- Access off CR 48 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 48 at the proposed entrances to this development will be required.
- The development will need to accommodate for the West Lake Trail along the property's CR 48 road frontage.
- Additional right-of-way for CR 48 to accommodate site road and right-of-way improvement and accommodate future four-lane of CR 48. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A detailed survey of CR 48 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- CR 48 is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

CR 33:

- Access off CR 33 will need to meet Lake County access management requirements.
- Left and Right Turn Lanes on CR 33 at the proposed entrances to this development will be required.
- Additional right-of-way for CR 33 may be required to meet the minimum requirements for a collector roadway and to accommodate the offsite road improvements while maintaining the road drainage. Further evaluation will be performed with subdivision plans based on impacts due to drainage, sidewalk, turn lanes, shoulders, etc.
- A detailed survey of CR 33 will be required the will need to verify all property lines, right-of-way, surface/above ground utilities, and other features of the right-of-way.
- CR 33 is defined with a functional road classification of 'urban collector' by the Lake County Comprehensive Plan and adopted Lake-Sumter Metropolitan Planning Organization (LSMPO) Plan.

Haywood Worm Farm Road:

- Haywood Farm Road will need to be improved to meet City of Leesburg paved road standards. This improved road would become a city maintained local road.
- Additional right-of-way for Haywood Farm Road may be required to improve the road for development access.
- The drainage from Haywood Farm Road will need to be handled within the right-of-way and within the internal development retention ponds.

Traffic:

- A Traffic Impact Study (TIS) will be required of this development for review by the City of Leesburg and Lake County Public Works Department. The TIS will need to follow the Lake-Sumter MPO Traffic Impact Analysis Methodology and Guideline the methodology will need to be worked out prior to TIS submittal.
- The TIS is highly recommended to be provided for review by City of Leesburg and Lake County prior to public hearings for the PUD.

Internal connectivity:

- The development is recommended to have internal pedestrian and bicycle connectivity throughout the development and to CR 33.

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.
- The site improvements cannot negatively affect the planned county retention pond for CR 48 future road improvements.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

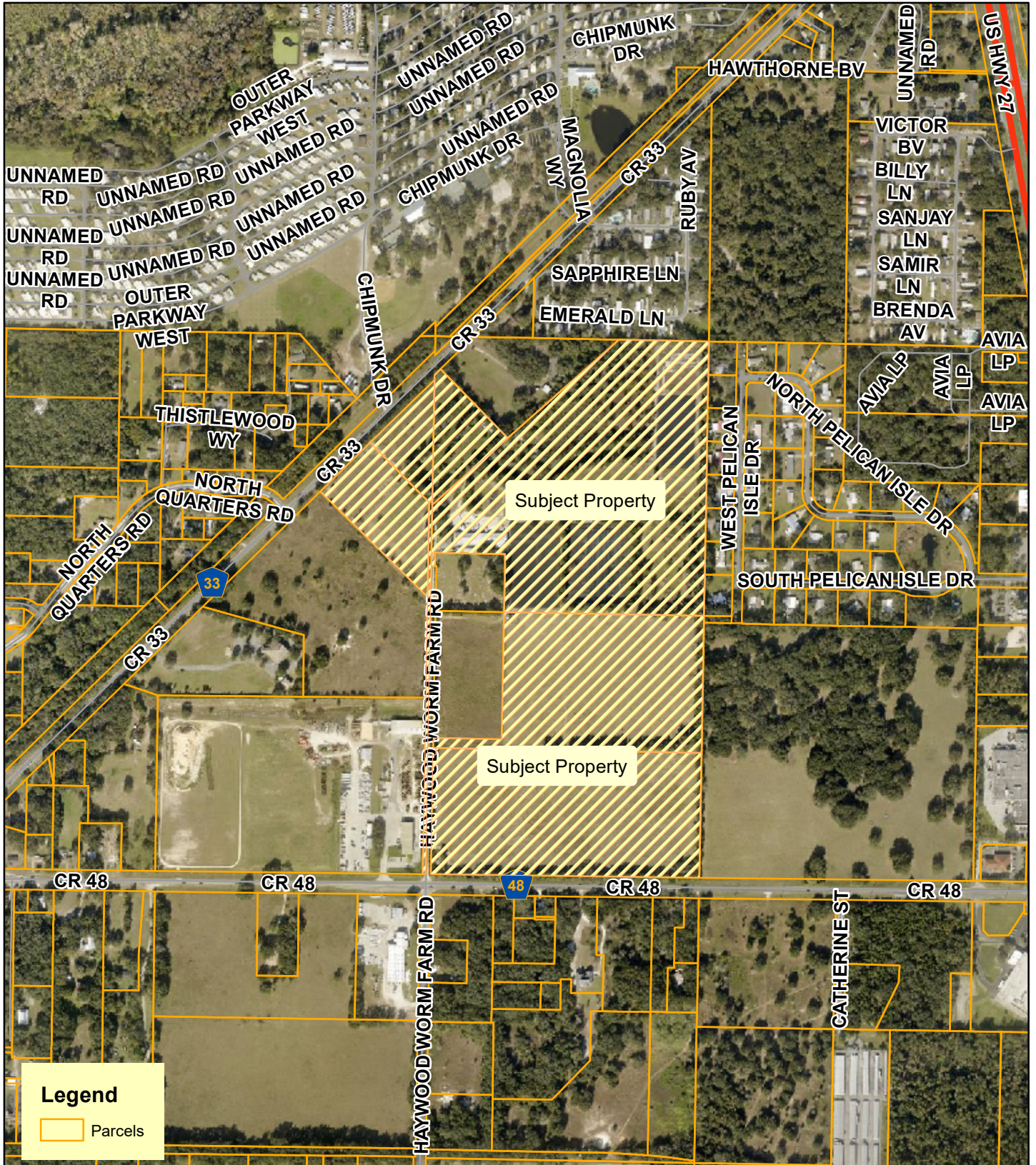
Sincerely,

Seth Lynch

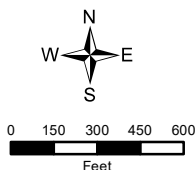
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc Jeff Earhart, Engineering Manager for Lake County
Mike Fitzgerald, Planning Director for Lake County
Janie Barron, Chief Planner for Lake County
Dan Miller, Planning Manager for City of Leesburg

Aerial

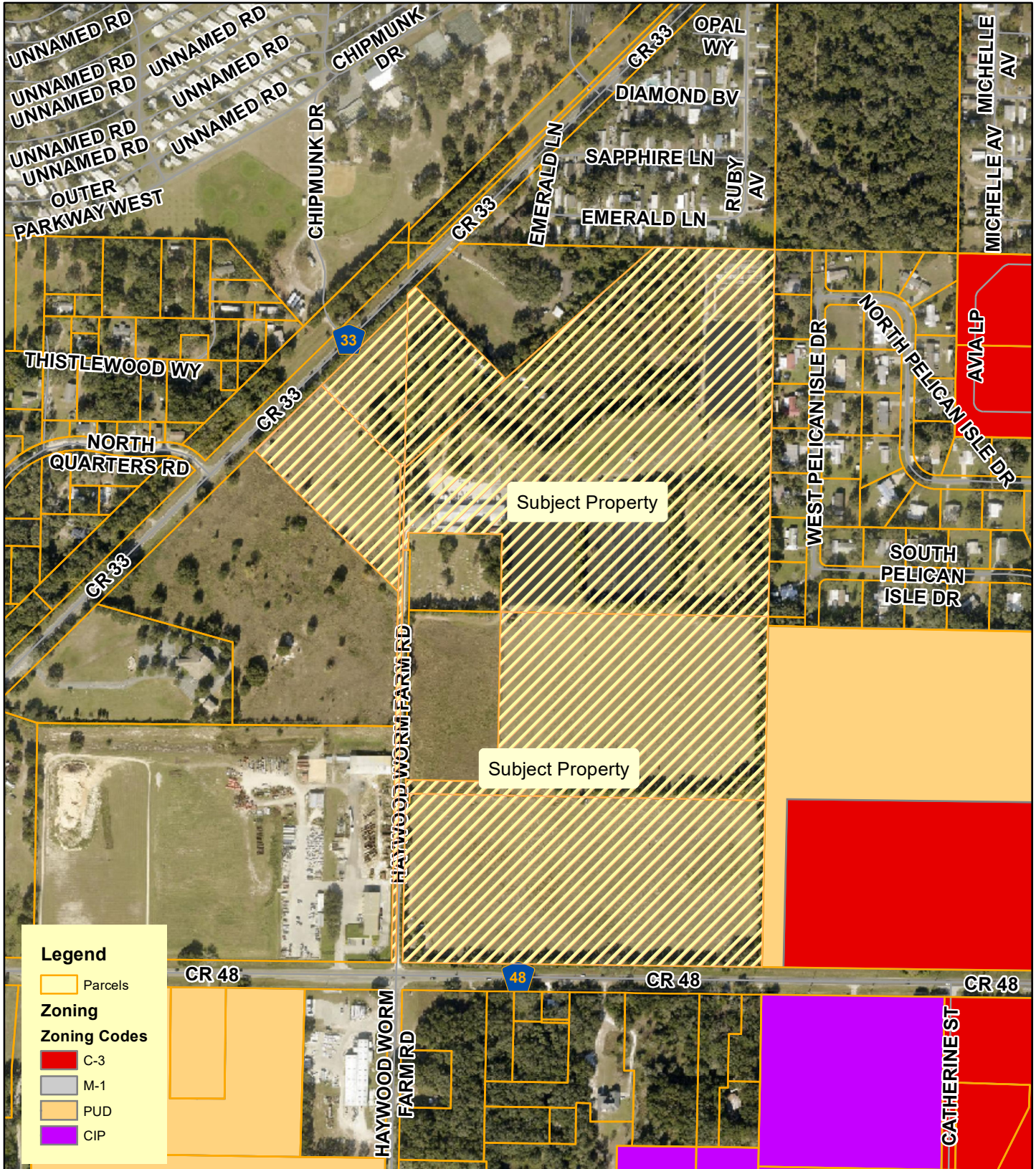


**Planning
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Division**

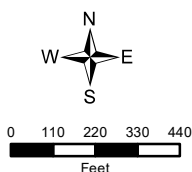


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Zoning

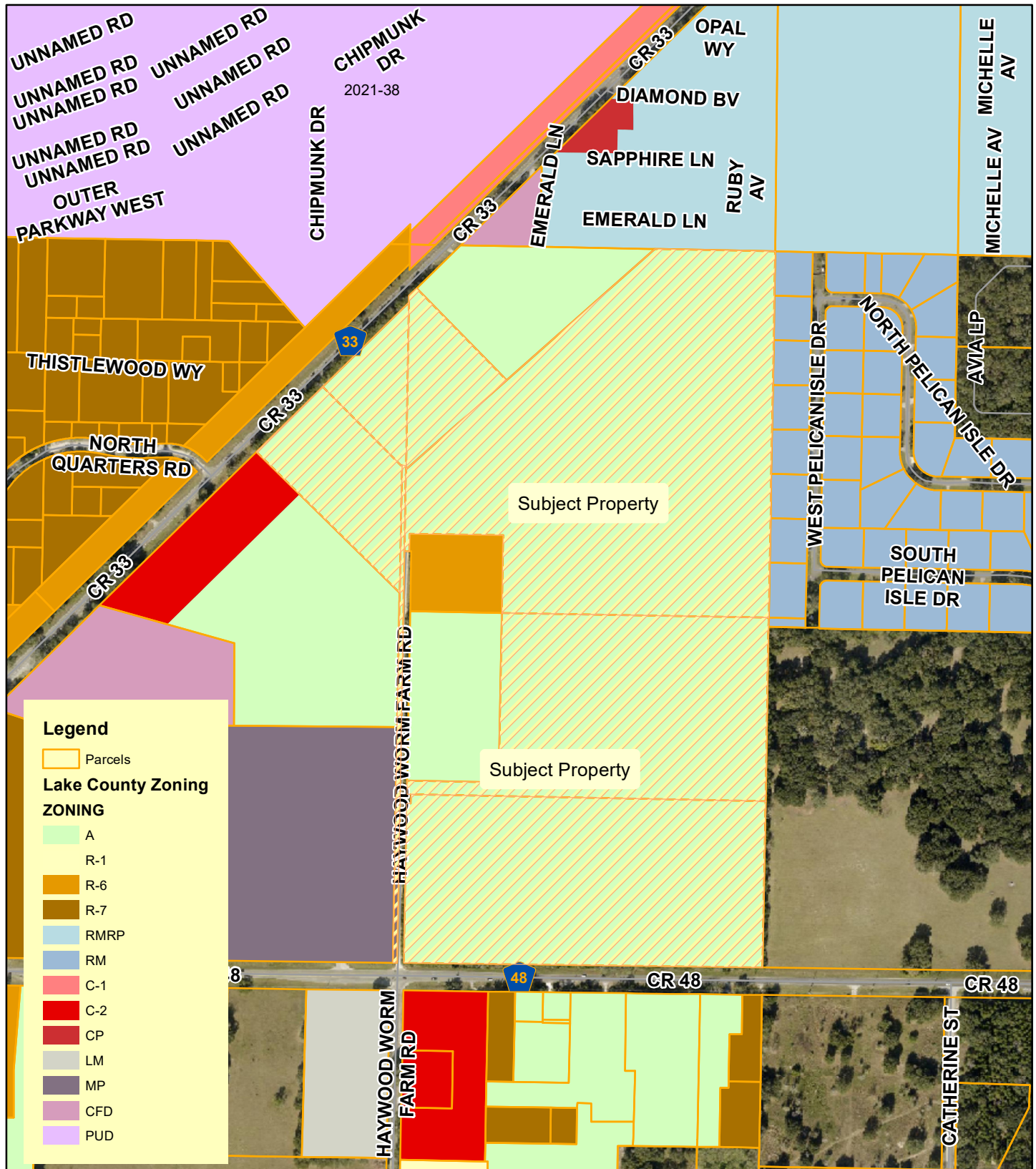


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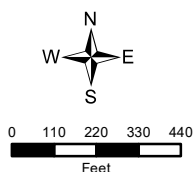


Leatherleaf
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2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Lake County Zoning

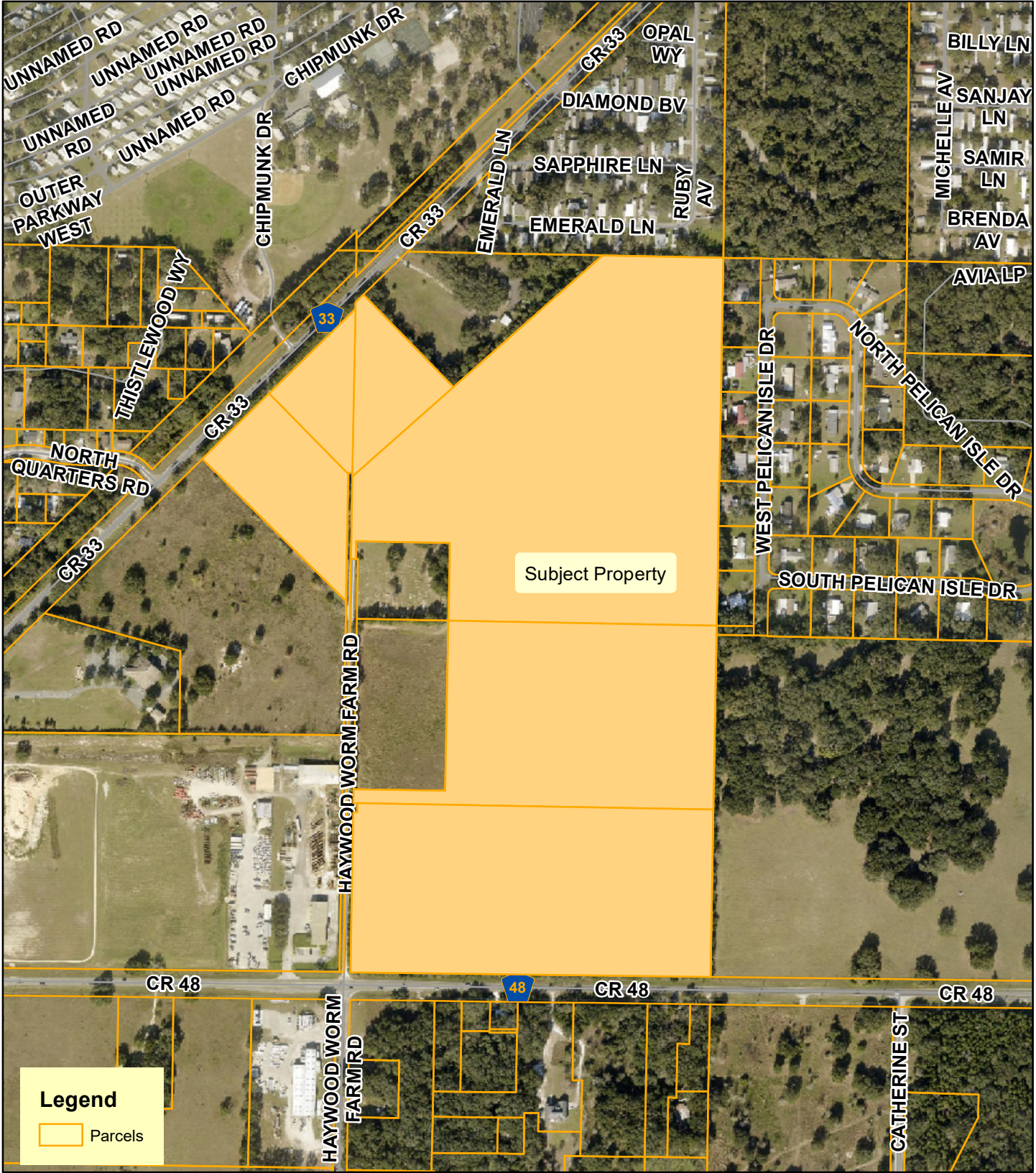


Planning & Zoning Division

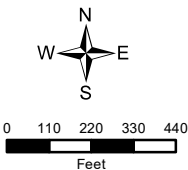


Leatherleaf
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2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Proposed Zoning



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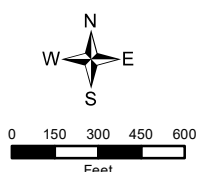


Leatherleaf
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2696681, 1701201
Section 14 & 15, Township 20, Range 24 East
August 15, 2024

Surrounding Land Use

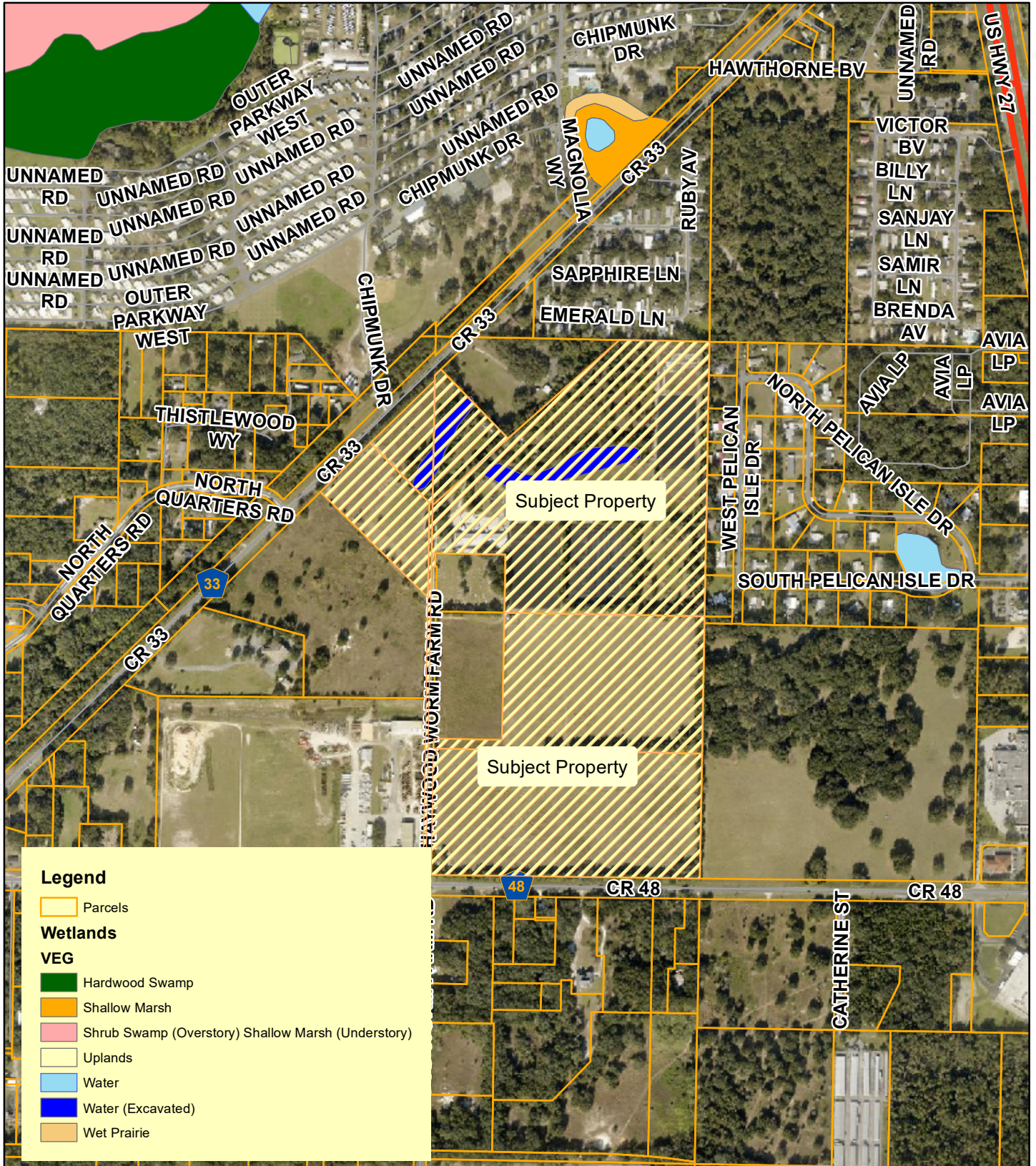


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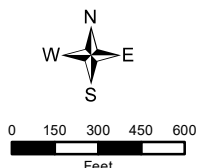


Leatherleaf
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2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Wetlands & Flood Zone



**Planning
& Zoning
Division**



Leatherleaf
 AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
 2696681, 1701201
 Sections 14 & 15, Township 20, Range 24 East
 August 15, 2024

**LEATHERLEAF
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT
DECEMBER 19, 2024**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Holiday Foliage, Inc., P.O. Box 56, Okahumpka, FL 34762-0056, (Michael Rankin LPG Urban & Regional Planners, LLC, Agent), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential and commercial development consisting of approximately 73.2 acres containing a maximum of 235 detached single-family residential units, 48 paired villas, plus 120,000 square feet of amenities, medical office, office, and retail sales and service, generally located south of CR 33, west of US Highway 27, and north of CR 48, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Holiday Foliage, Inc., P.O. Box 56, Okahumpka, FL 34762-0056, (Michael Rankin LPG Urban & Regional Planners, LLC, Agent), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. LAND USE

The above-described property, containing approximately 73.2 acres, shall be used for platted single-family residential development and commercial development, pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses – Residential (approx. 38.3 acres)
 - 1. Detached single family residential units
 - 2. Attached “Villa” units (2 units – duplex)
 - 3. Accessory structures for residential uses
 - 4. Sales office in a single-family unit
 - 5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
 - 6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.
- B. Permitted Uses – Commercial (approx. 6.15 acres)
 - 1. Assisted Living Facility
 - 2. Medical Office
 - 3. Office Space
 - 4. Real Estate
 - 5. Restaurants
 - 6. Personal Services
- C. Prohibited Uses
 - 1. Triplex uses
 - 2. Multi-family units (Apartments)
 - 3. Convenience Store
 - 4. Liquor Store
 - 5. Tattoo parlor
 - 6. Internet Cafes
 - 7. Check Cashing Facility
 - 8. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

- A. The project shall contain a maximum of 235 detached single-family residential units and 48 paired villas at a gross density of 3.86, on the 73.2-acre site, as shown on **Exhibit C, Conceptual Development Plan.**
- B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums as described herein.
- C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same

design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50-foot lots:
 - a. A maximum of 269 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,600 square feet living area.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
 - d. Minimum lot size shall be 6,000 square feet.
 - e. Minimum lot width 50 feet
 - f. Minimum lot depth 120 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (Porch must be a minimum width of 5 feet depth. The 20-foot front porch setback allowed if the if garage meets 25-foot front setback as measured from the garage wall).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
2. For 60-foot lots:
 - a. No less than 14 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,700 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
 - d. Minimum lot size shall be 7,200 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 120 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet ((Porch must be a minimum width of 5 feet depth. The 20-foot front porch setback allowed if the if garage meets 25-foot front setback as measured from the garage wall).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
3. For Villa units (duplex)
 - a. No less than 24 lots shall have a minimum lot width of sixty (60) feet for the purpose of having 48 individual duplex units. Each unit shall have a lot area of at least thirty (30) feet per unit.
 - b. Minimum house size: 1,300 square feet.

- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet. Closet square footage may be included in bedroom calculation.
 - d. Minimum lot size shall be 6,000 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 100 feet
 - g. Minimum building setbacks:
 Front – 25 feet;
 Porch – 20 feet ((Porch must be a minimum width of 5 feet depth. The 20-foot front porch setback allowed if the if garage meets 25-foot front setback as measured from the garage wall).
 Rear – 15 feet;
 Side – 5 feet;
 Corner Side – 15 feet.
4. For all structures:
- a. Each residential structure shall have a minimum two car garage.
 - b. Gutters shall be installed on all horizontal fascia for any home that has a 5-foot side yard, or less, setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required.
 - c. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
 - d. Maximum building height: two (2) stories or 35 feet.
 - e. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - f. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
 - g. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - h. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables
 - 3. Recessed or raised entries
 - 4. Covered porch entries
 - 5. Cupolas
 - 6. Pillars or decorative posts
 - 7. Bay window (minimum 12-inch projections)

8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director, or designee, for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director, or designee.
- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

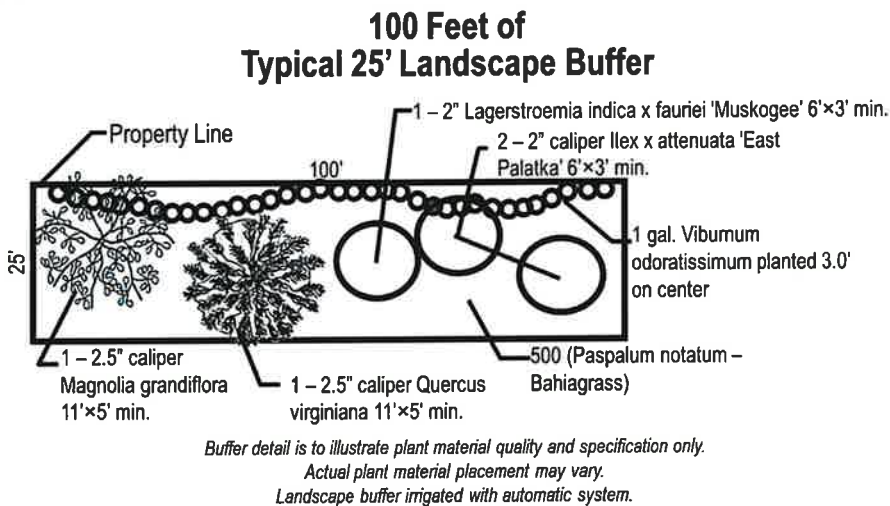
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

- B. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below shall be provided along all property boundaries not adjacent to an existing wetland or preserved area. These landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- C. A split-rail fence, of wood, wrought iron, vinyl/synthetic, or comparable construction, as approved by Planning & Zoning Director, or designee, shall be installed along all property boundaries not adjacent to an existing wetland or persevered area. The split- rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.
- (a) The four (4) foot fence required herein may be substituted for the below fence types, or as shown in Exhibit F, Representative Fence Examples:
- (i) Six (6) foot brick-style opaque material wall or fence; or
- (ii) Six (6) foot stone-style opaque material wall or fence.
- D. Fencing shall be constructed simultaneously with each phase of development for each required type and location of fence, adjacent to the phase of development, per the PUD Conditions and subsequent Phasing Plan.
- E. Fencing required along the development's boundary may be substituted for existing tree coverage in the buffer, or the addition of opaque canopy trees and landscaping in the buffer, which meet the planting requirements in Figures A and B below. City Staff will work with the petitioner to meet requirements herein.
- F. Variations to the fencing requirements of this document may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of this PUD is maintained.
- G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



- I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director, or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of any existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.
- J. Nothing herein shall be construed to prevent the developer/or property owners from increasing buffer width and/or plantings.
- K. Each platted single-family residential lot of record shall contain a minimum of one canopy tree, located within in the front yard, selected from the list of trees within

the City of Leesburg Code of Ordinances, Section 25-328 Table 1, Canopy Trees, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.

- L. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The vehicular access to the project site shall consist of at least three (3) primary access points, one (1) on County Road 33, one (1) on County Road 48, and one (1) on Haywood Worm Farm Rd, as reviewed by Lake County Public Works, and/or FDOT as applicable, and shown on the **Conceptual Development Plan - Exhibit C**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. The primary residential access point on County Road 33 shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.

- C. There shall also be a gated, stabilized emergency access on Haywood Worm Farm Rd, designed to allow emergency vehicles to access the development, and pursuant to Lake County approval and other applicable jurisdictional requirements.
- D. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- E. Each required primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- F. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- G. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, as needed, to allow for connection points between this development and future development of adjacent properties.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths, etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County permits and a copy of all permits shall be provided to the City of Leesburg.

- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
- G. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.
- H. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas lines in the development so that a minimum of eighty percent (80%) of all single-family

detached residential units in the development are connected to natural gas as required by the City of Leesburg Code of Ordinances as amended. One of the following options, or a combination of the below two options, shall be considered to satisfy the above requirement:

1. A natural gas water heater, and a natural gas furnace or Hydro-heat; or
2. A natural gas water heater and natural gas stove, or natural gas dryer.

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

10. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - (a) A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - (b) A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 - (c) A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
 - (d) The existing 100-year flood plain on the property shall be shown on all plans and lots.
 - (e) The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 - (f) A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

- B. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.
- C. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (56,600 square feet/1.3 acres).
- B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.
 - 1) Retention parks may be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be

used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C.**

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
 - 1. Variations to the requirements of this PUD Agreement herein, with the exception of total number of units permitted, lot size requirements, and prohibited uses, which do not exceed 10% of the total measurement or calculation of the adopted amount in question, and do not conflict with the overall intent of the PUD Agreement & Conditions at the time of adoption, may be approved by the Planning & Zoning Director, pursuant to City of Leesburg Code of Ordinances Sec. 25-279 (2) *Minor changes.*
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

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

- C. Commitment of Capacity
 - 1. There are no previous commitments of any existing or planned excess capacity for this property.
- D. Ability to Provide Services
 - 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

**LEGAL DESCRIPTION(S)****DESCRIPTION: (O.R. 753 PAGE 1580)**

The North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS: right of way of County road on West line.

DESCRIPTION: (O.R. 796 PAGE 1129)

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, LESS right of way of State Road No. 48.

DESCRIPTION: (O.R. 904 PAGE 1971)

That part of the NW 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 24 East, in Lake County, Florida, lying Southeasterly of the Southeasterly line of the right of way of the old Leesburg to Okahumpka Road; Less the South 218 feet of the West 358 feet thereof; Also Less, the North 64.06 feet of the South 282.06 feet of the East 340.0 feet of the West 358.0 feet thereof.

DESCRIPTION: (O.R. 970 PAGE 931)**PARCEL NO. 1:**

That part of the NW 1/4 of the NW 1/4 of Section 14 and that part of the NE 1/4 of the NE 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Northwest corner of said Section 14, run South 0°05'40" West along the West line of said Section 14 a distance of 186.11 feet to a point on the Southeasterly line of the right of way of State Road No. 33, said point being the point of beginning of this description. From said point of beginning, run North 44°37'30" East along the Southeasterly line of said right of way 39.28 feet; thence South 45°22'30" East 455.62 feet to the Northwestern line of the right of way of the Old Okahumpka-to-Leesburg clay road; thence South 48°03'30" West along the Northwestern line of said right of way 495.4 feet; thence North 45°22'30" West 426 feet, more or less, to the Southeasterly line of the right of way of State Road No. 33; thence North 44°37'30" East along the Southeasterly line of said right of way 455.26 feet, more or less, to the point of beginning.

PARCEL NO. 2:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida, bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run South 89°48'50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 53.8 feet to the North line of the right of way of State Road No.48;

1162 Camp Ave., Mount Dora, FL 32757. Phone (352) 385-1940 Fax (352) 383-4824

continue thence North 0°05'40" East parallel with the East line of said Northeast 1/4 a distance of 1313.83 feet to the Point of Beginning of this description. From said point of beginning, run North 45°22'30" West 772.68. feet to a point on the Southeasterly line of the right of way of State Road No. 33, thence North 44°39' East along the South easterly line of said right of way 351 feet to the most Westerly corner of that certain tract of land conveyed by deed recorded in Official Records Book 707, Page 491, Public Records of Lake County, Florida, thence run South 45°22'30" East along the Southwesterly line of said Tract, 426 feet, more or less, to the most Southerly corner thereof; thence North 48°03'30" East along the Southeasterly line of said Tract 0.8 feet to a point that is 15 feet West of the East line of said Section 15; thence South 0°05'40" West parallel to said East line 493.49 feet to the point of beginning.

AND

DESCRIPTION: (O.R. 3842 PAGES 1080-1083)

PARCEL III

That part of the Northeast 1/4 of Section 15, Township 20 South, Range 24 East, in Lake County, Florida bounded and described as follows: From the Southeast corner of the Northeast 1/4 of said Section 15 run thence South 89 degrees 48' 50" West along the South line of said Northeast 1/4 a distance of 15 feet; thence North 0 degrees 05' 40" East parallel to the East line of the said Northeast 1/4 a distance of 53.80 feet, more or less, to the Northerly line of the right of way of State Road No. 48 and point of beginning of this description. From said point of beginning run North 0 degrees 05' 40" East parallel to and 15 feet West of said East line of the Northeast 1/4 a distance of 1807.32 feet, thence South 45 degrees 22'30" East to the East line of the said Northeast 1/4, thence South along the East line of the said Northeast 1/4 to the Northerly line of the right of way of State Road No. 48; thence Westerly along the Northerly line of said right of way to the point of beginning.



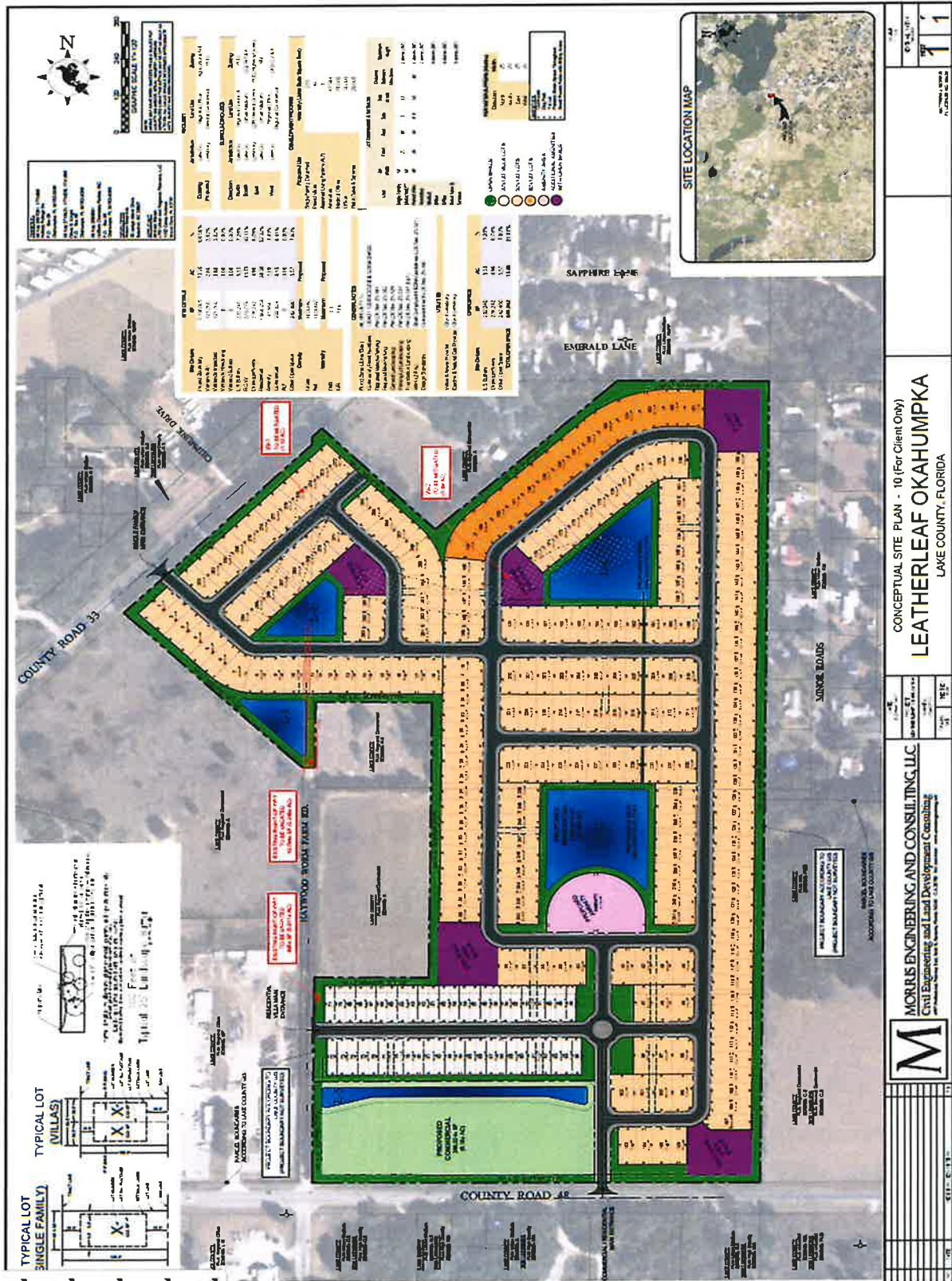


EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES

AMMOLITE

F924



Elevation A



Elevation B



Elevation C



Elevation G



Elevation H



Elevation J



Elevation K

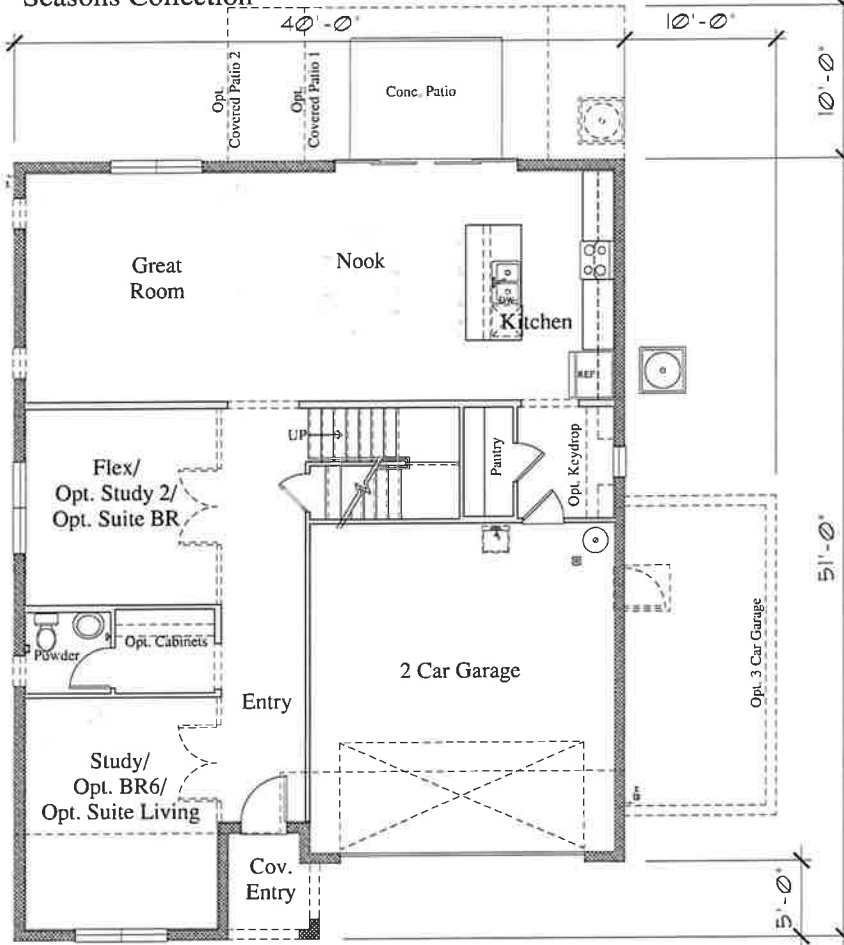
Elevation L

Elevation M

AMMOLITE

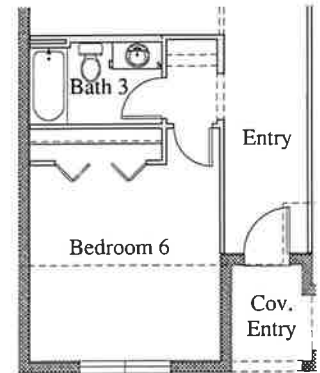
F924

Seasons Collection

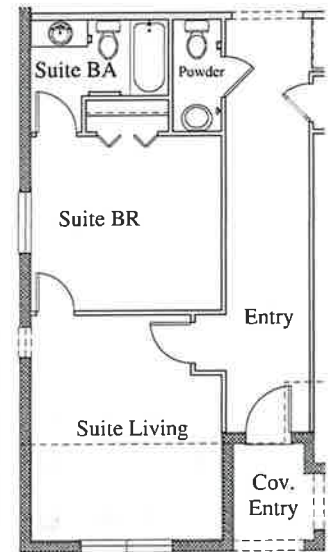


Features:

- 3037 Sq. Ft.
- 2 Story Home
- 4 to 6 Bedrooms
- 2 1/2 Baths
- 2 Car Garage
- Opt. 3 Car Garage
- Opt. Opt. Suite

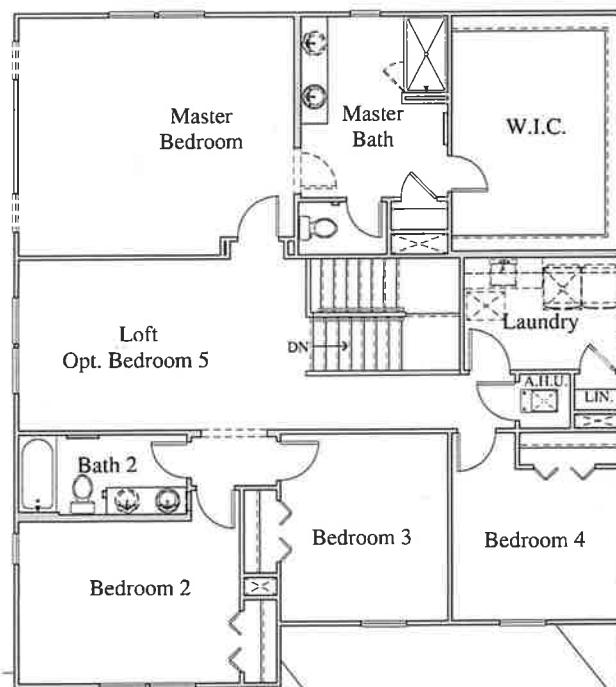


Optional Bedroom 6/ Bath 3

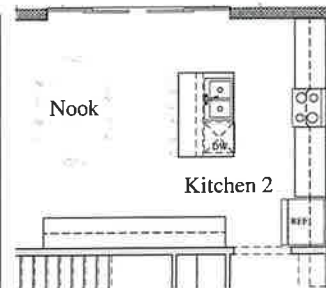


Optional Suite

Main Level



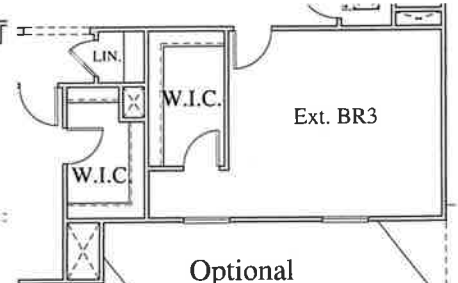
Upper Level



Optional Kitchen 2



Optional Bedroom 5



Optional Extended BR3

Azure

Seasons Collection

FC10



Elevation A



Elevation B



Elevation C



Elevation G



Elevation H



Elevation J



Elevation K



Elevation L

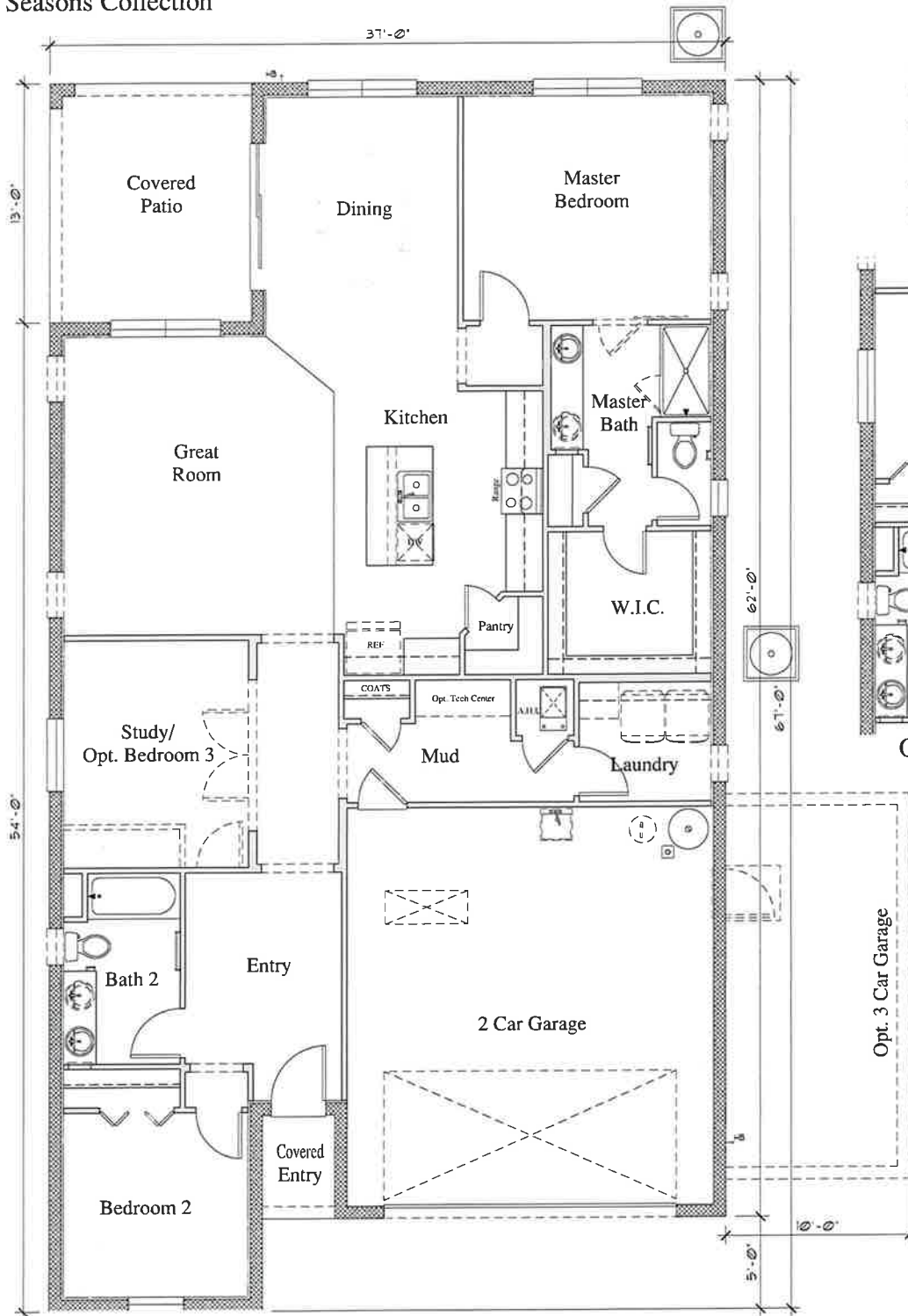


Elevation M

Azure

Seasons Collection

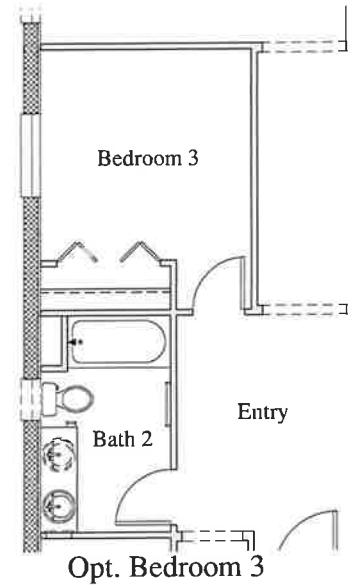
FC10



Main Level

Features:

- 1,718 Sq. Ft.
- Ranch Home
- 2 to 3 Bedrooms
- 2 Baths
- 2 Car Garage
- Opt. 3 Car Garage



Opt. 3 Car Garage

Elderberry

Seasons Collection

F966



Elevation A



Elevation B



Elevation C



Elevation G



Elevation H



Elevation J

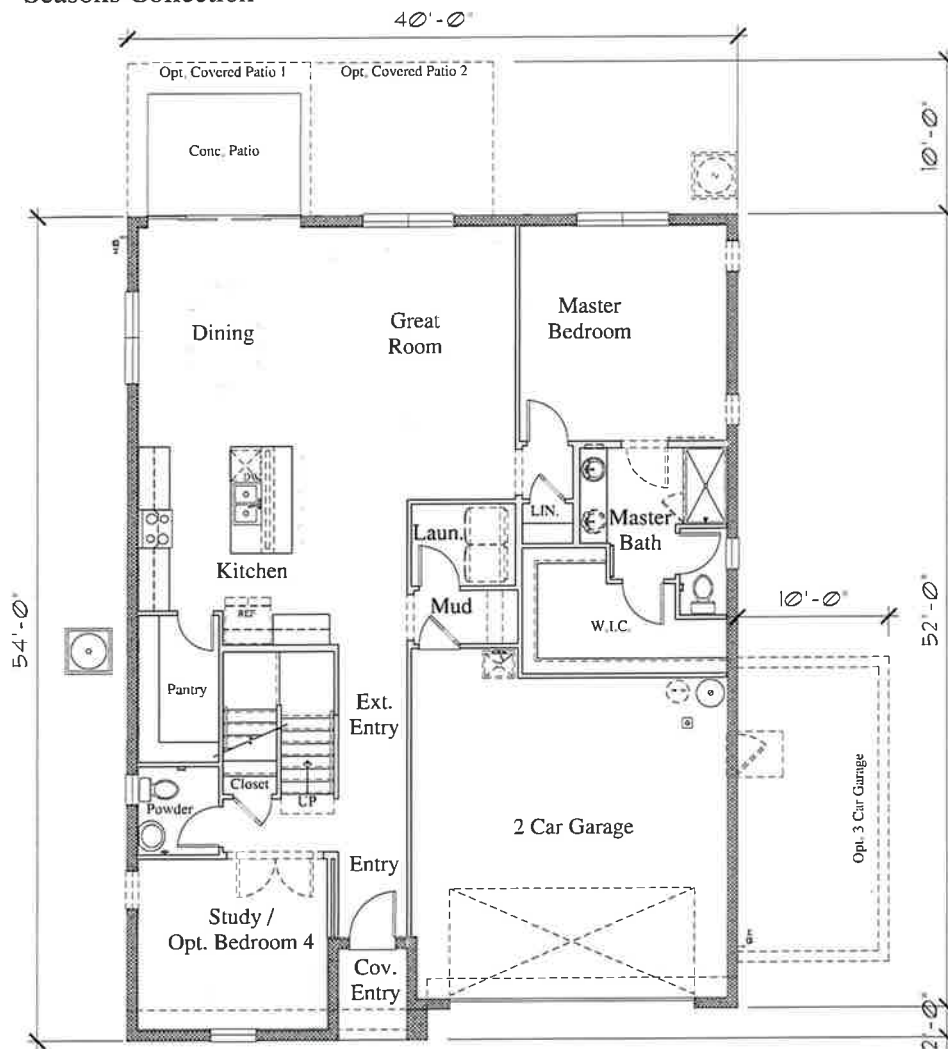
Elderberry

F966

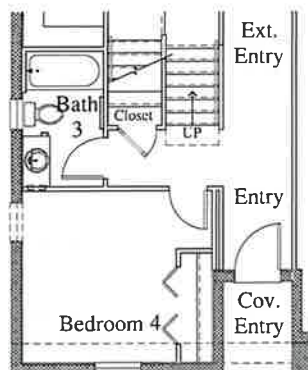
Seasons Collection

Features:

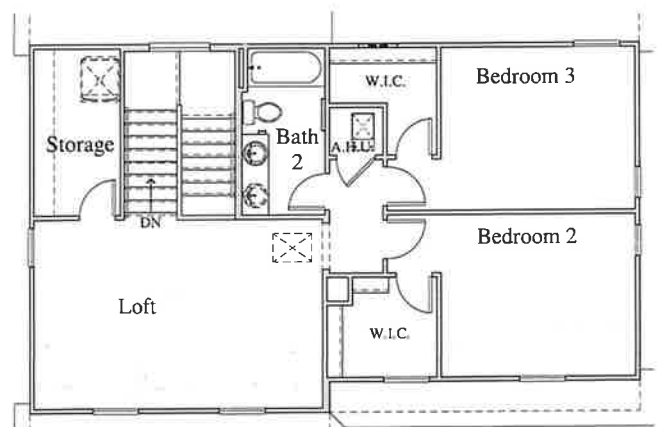
- **2449 Sq. Ft.**
- 2 Story Home
- 3 to 4 Bedrooms
- 2 1/2 to 3 Baths
- 2 Car Garage
- Opt. 3 Car Garage
- Opt. Covered Patio 1
- Opt. Covered Patio 2



Main Level



Opt. Bedroom 4 / Bath 3



Upper Level

Moonstone

Seasons Collection

F914



Elevation A



Elevation B



Elevation C



Elevation D



Elevation E



Elevation F



Elevation G



Elevation H



Elevation J



Elevation K



Elevation L



Elevation M

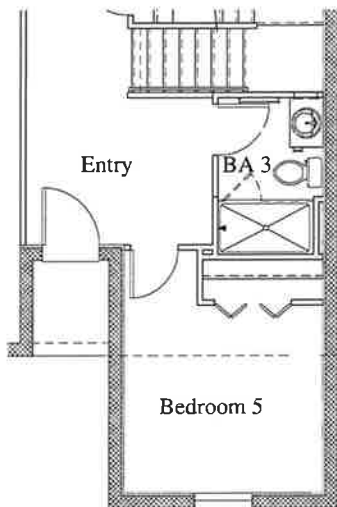
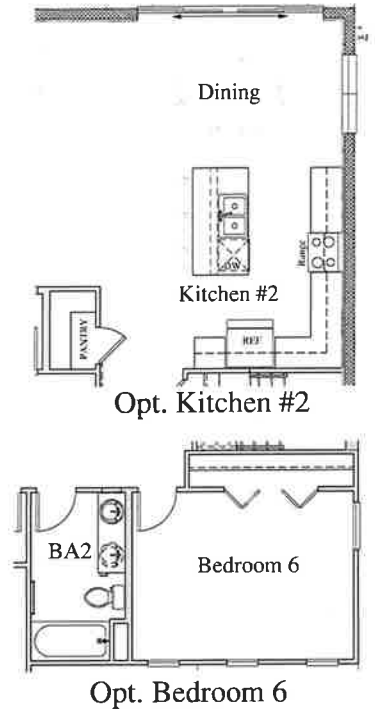
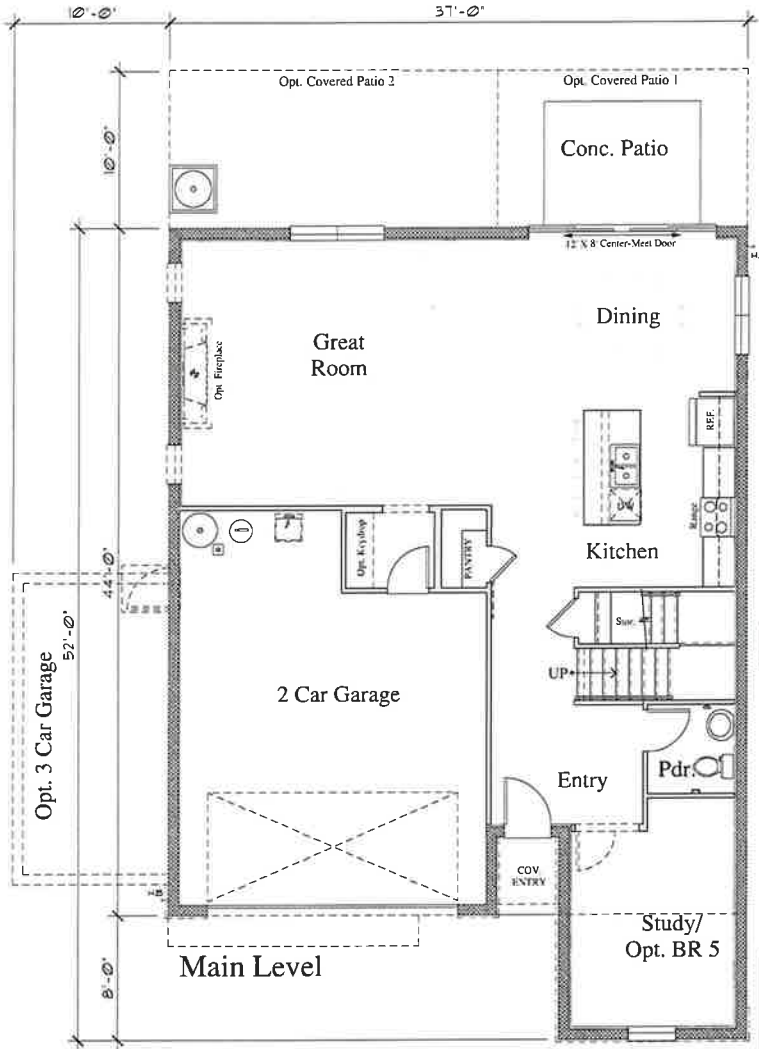
Moonstone

Seasons Collection

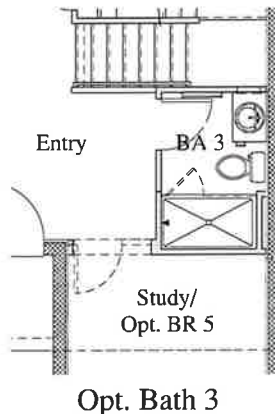
F914

Features:

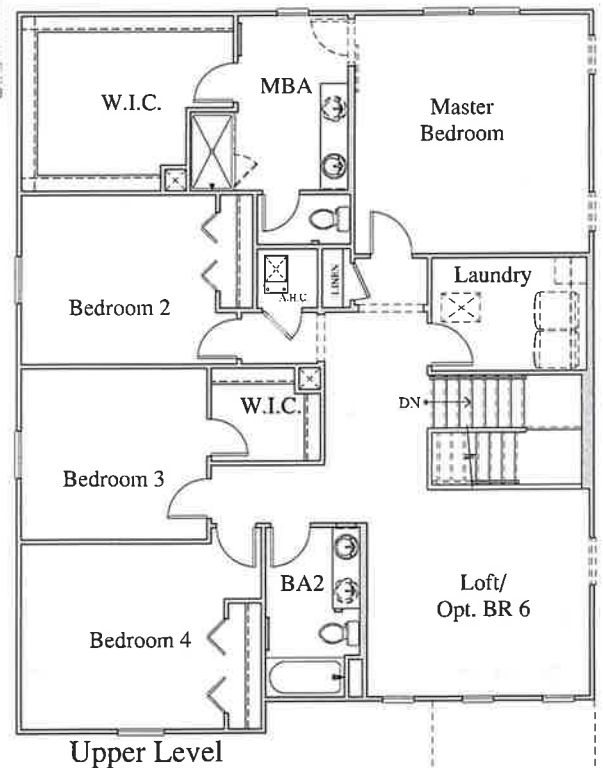
- 2,809 Sq. Ft.
- 2-Story Home
- 4 to 6 Bedrooms
- 2½ - 3 Baths
- 2 Car Garage
- Opt. 3 Car Garage



Opt. Bedroom 5 & Bath 3



Opt. Bath 3



Upper Level

Slate

F927



Elevation A

Elevation B



Elevation C

Elevation G



Elevation H

Elevation J



Elevation K

Elevation L



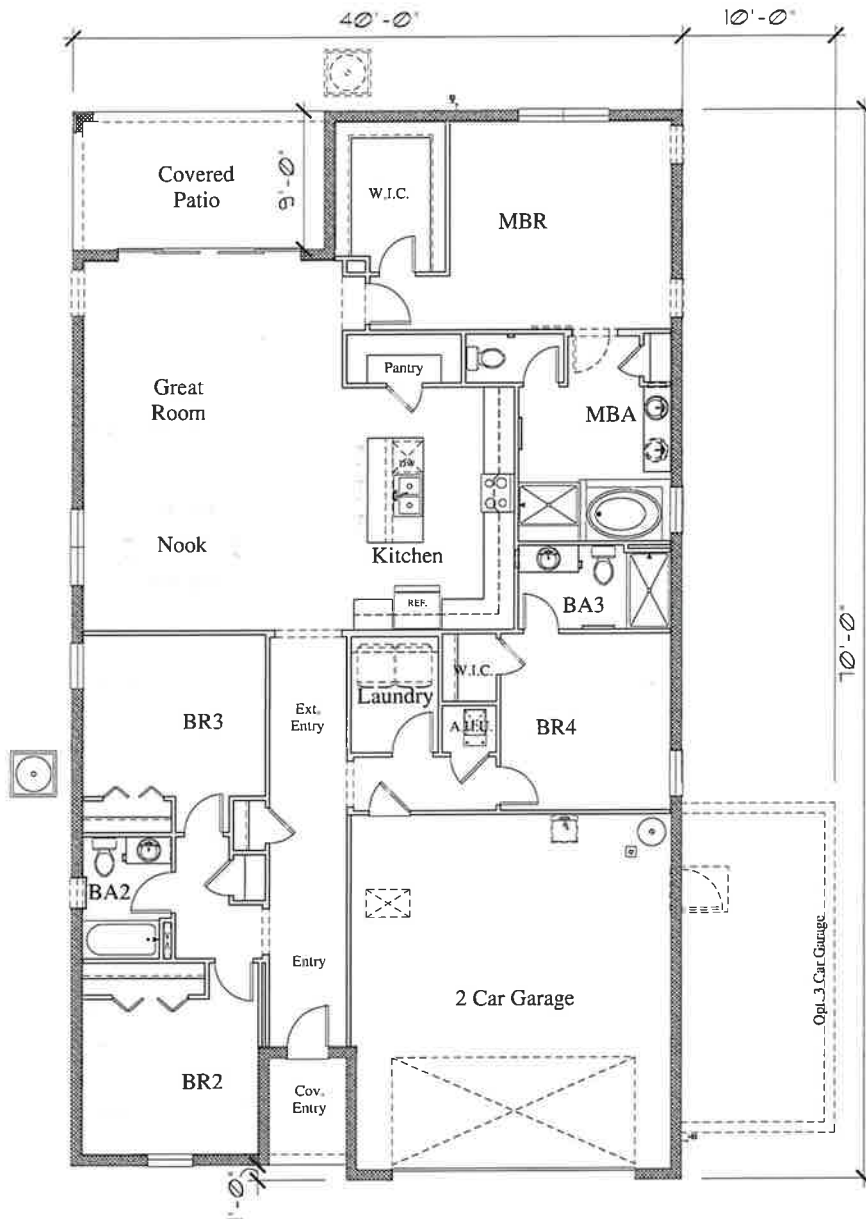
Elevation M

Slate

F927

Features:

- 2077 Sq. Ft.
- Ranch Home
- 4 Bedrooms
- 3 Baths
- 2 Car Garage
- Opt. 3-Car Garage



Main Level

Tarragon

Seasons Collection

F969



Elevation A



Elevation B



Elevation C



Elevation G



Elevation H



Elevation J

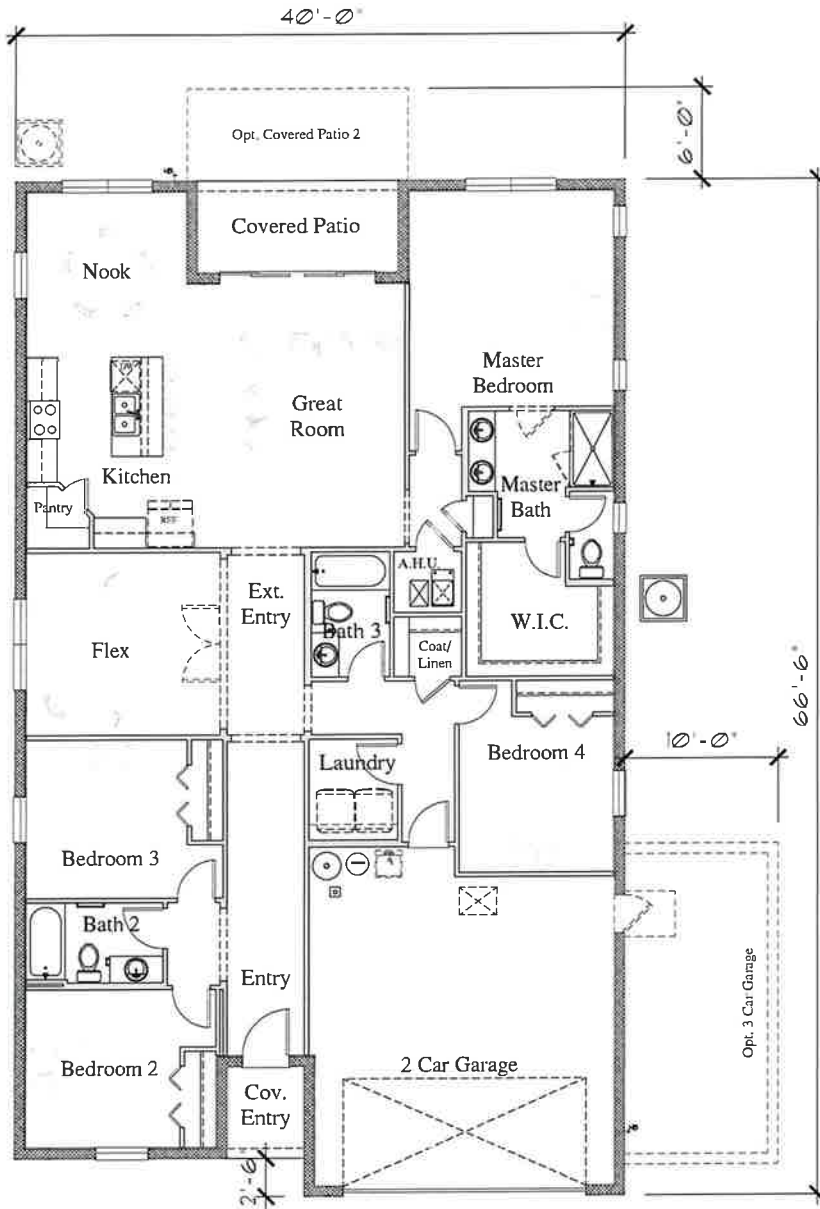
Tarragon

F969

Seasons Collection

Features:

- 2051 Sq. Ft.
- Ranch Home
- 4 Bedrooms
- 3 Baths
- 2 Car Garage
- Opt. 3 Car Garage



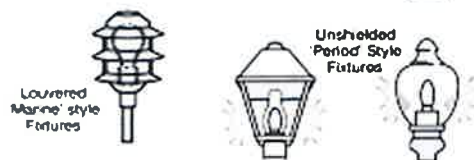
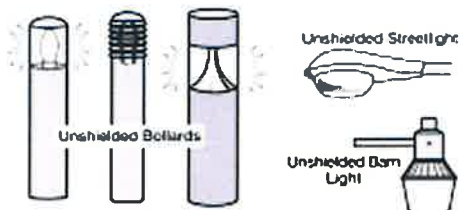
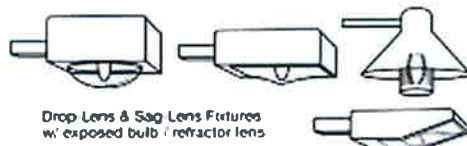
Main Level

TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

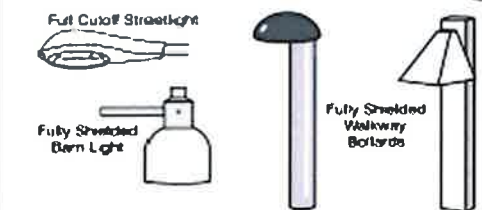
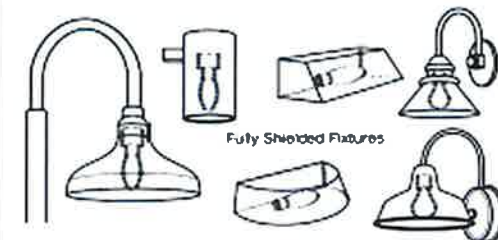
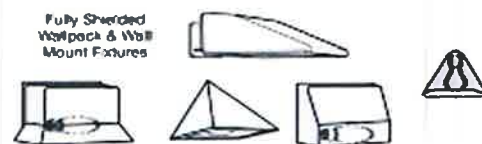
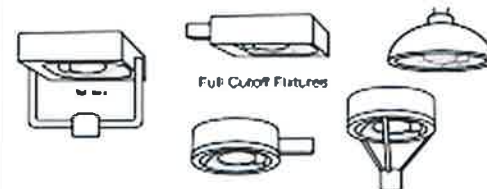
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Revised by: BSC (April 2015). Modified by the Town of Sullivan, NY. Used with permission.



Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence & Shoreline Vinyl

<https://bespokefence.com/products/vinyl-fences/> ; <https://shorelinervinyl.com/fencing-styles/caroline/>

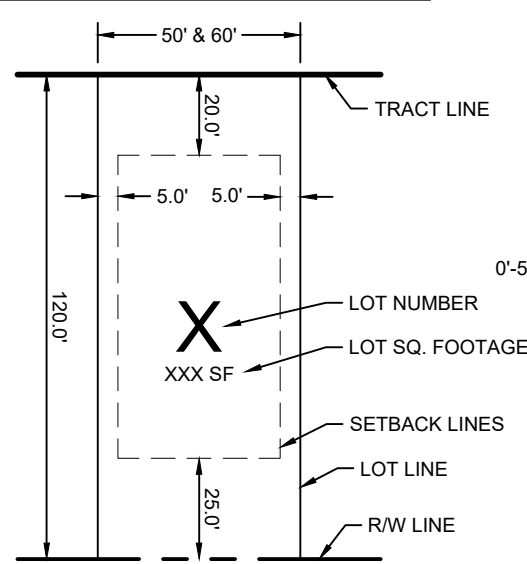


Figure 2 – Split-rail fence

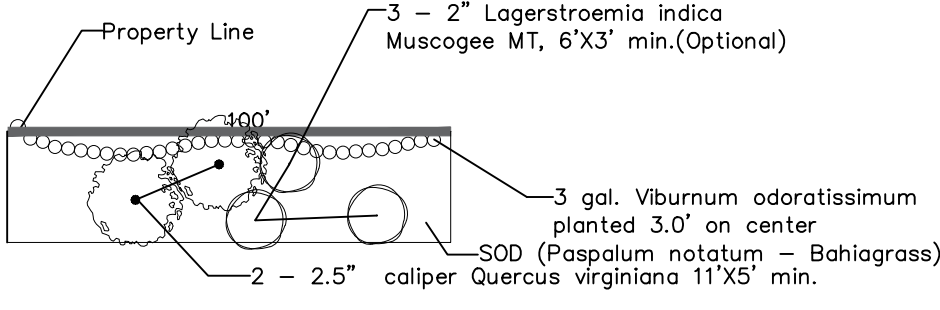
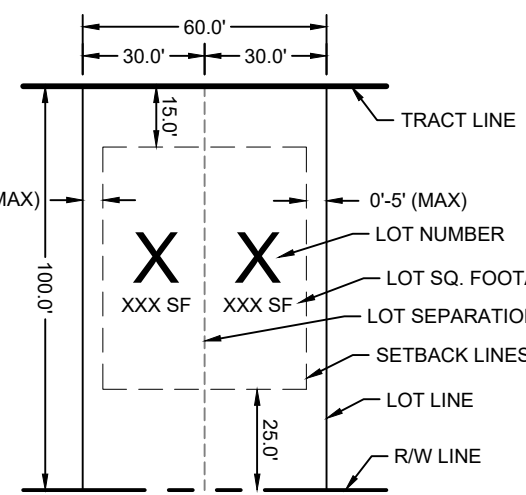
Example Source Courtesy of Superior Outdoor Products & Peerless Fence

<https://superiorplasticproducts.com/3-rail-vinyl-fence>; <http://www.peerlessfence.com/residential/products/wood/post-rail>

TYPICAL LOT
(SINGLE FAMILY)

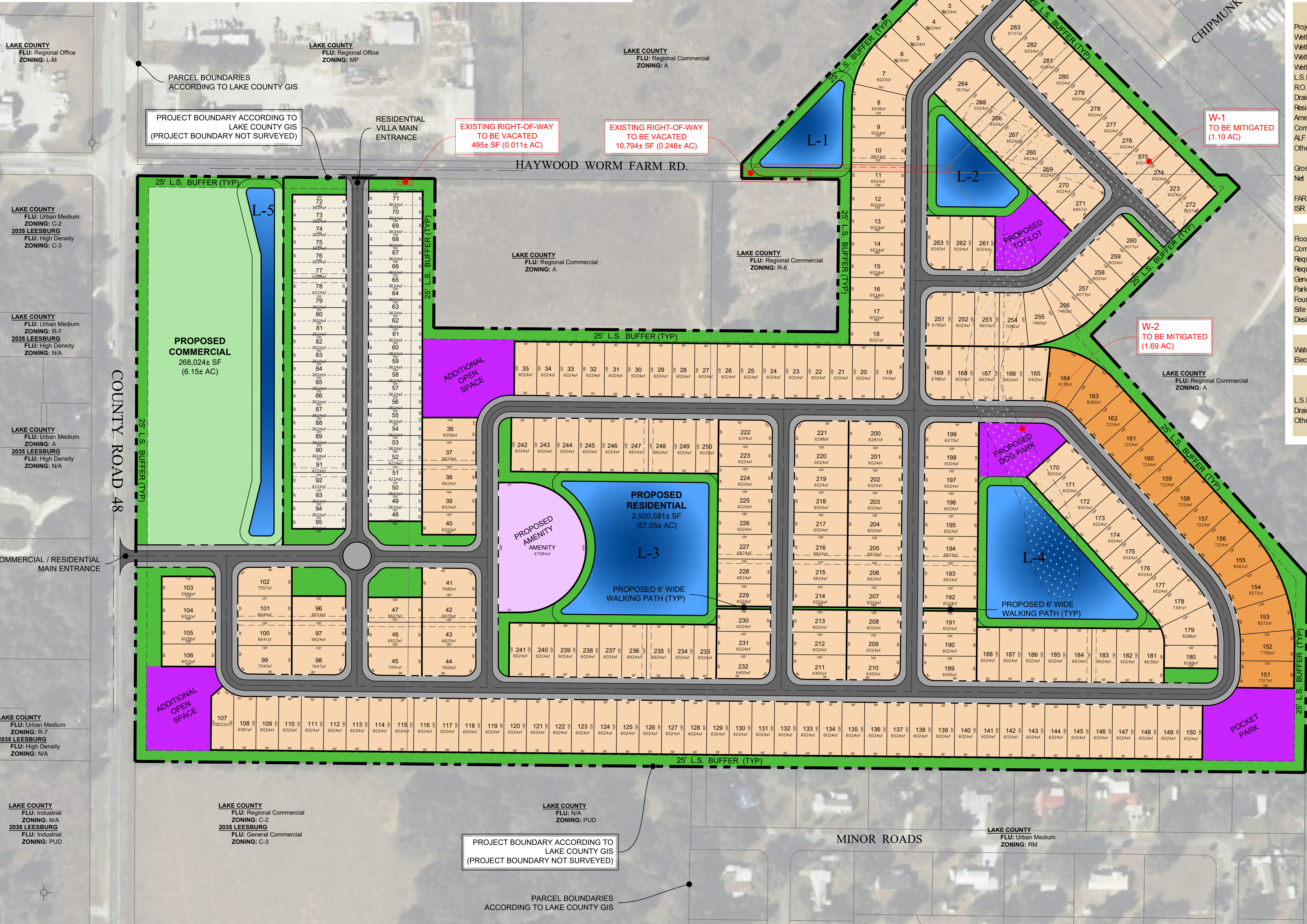


TYPICAL LOT
(VILLAS)



Buffer detail is to illustrate plant material quantity and specifications only.
Actual plant material placement may vary.
Landscape buffer irrigated with automatic system
Illustrated buffer does not reflect credited existing plant material

100 Feet of
Typical 25' Landscape Buffer
not to scale



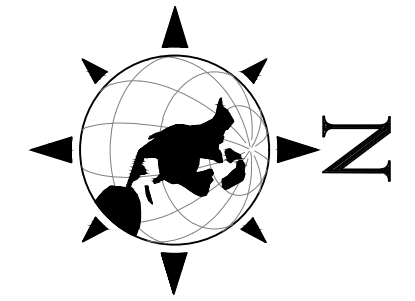
OWNER(S):
Alt Key 2587091, 1774896
Holiday Foliage Inc
P.O. Box 56
Okahumpka, FL 34762-0056

Alt Key 2718421, 1774926, 1741866
Diane B. Knight
P.O. Box 56
Okahumpka, FL 34762-0056

Alt Key 2696681
Uniflora Overseas Florida, INC
P.O. Box 56
Okahumpka, FL 34762-0056

DEVELOPER
Mason Malphrus
50 Judge Island Drive
Beaufort, SC 29907

APPLICANT
Michael Rankin
LPG Urban and Regional Planners, LLC
1162 Camp Avenue
Mount Dora, FL 32757



NOTE:
AREAS MAY HAVE BEEN DIGITIZED FROM A SCALED PDF.
COUNTY GIS AND/OR AERIAL IMAGERY. LINEWORK
GENERATED USING THIS METHOD MAY BE OFF AS MUCH AS
3 TO 5% ALL CALCS SHOULD BE DEEMED APPROXIMATE
UNTIL SURVEY HAS BEEN PROVIDED.

SITE DETAILS			
Site Details	SF	AC	%
Project Boundary	3,188,605	73.20	100.00%
Wetlands All	121,760	2.80	3.82%
Wetlands Impacted	121,760	2.80	3.82%
Wetlands Remaining	0	0.00	0.00%
Wetland Buffers	0	0.00	0.00%
L.S. Buffers	232,240	5.33	7.28%
ROW	513,779	11.79	16.11%
Drainage Ponds	216,242	4.96	6.78%
Residential	1,668,256	38.30	52.32%
Amenity	47,584	1.09	1.49%
Commercial	268,024	6.15	8.41%
ALF	0	0.00	0.00%
Other Open Space	242,480	5.57	7.60%
Density	Maximum	Proposed	
Gross	18 DU/AC		
Net	18 DU/AC		
Intensity	Maximum	Proposed	
FAR	2.0		
ISR	70%		

GENERAL NOTES
Flood Zone: (Zone/Elev.) AE, BFE (X/77.1)
Community Panel Numbers: 120421-12069C0320E & 12069C0460E
Required Vehicle Parking: Per LDC Sec. 25-361
Required Bike Parking: Per LDC Sec. 25-362
General Landscaping: Per LDC Sec. 25-328
Parking Lot Landscaping: Per LDC Sec. 25-331
Foundation Landscaping: Per LDC Sec. 25-331 (b)(1)
Site Lighting: Shall Comply with IESNA Guidelines (LDC Sec. 25-321)
Design Standards: Consistent with LDC Sec. 25-360

Water & Sewer Provider: City of Leesburg
Electric & Natural Gas Provider: City of Leesburg

OPEN SPACE			
Site Details	SF	AC	%
L.S. Buffers	232,240	5.33	7.28%
Drainage Ponds	216,242	4.96	6.78%
Other Open Space	242,480	5.57	7.60%
TOTAL OPEN SPACE	690,962	15.86	21.67%

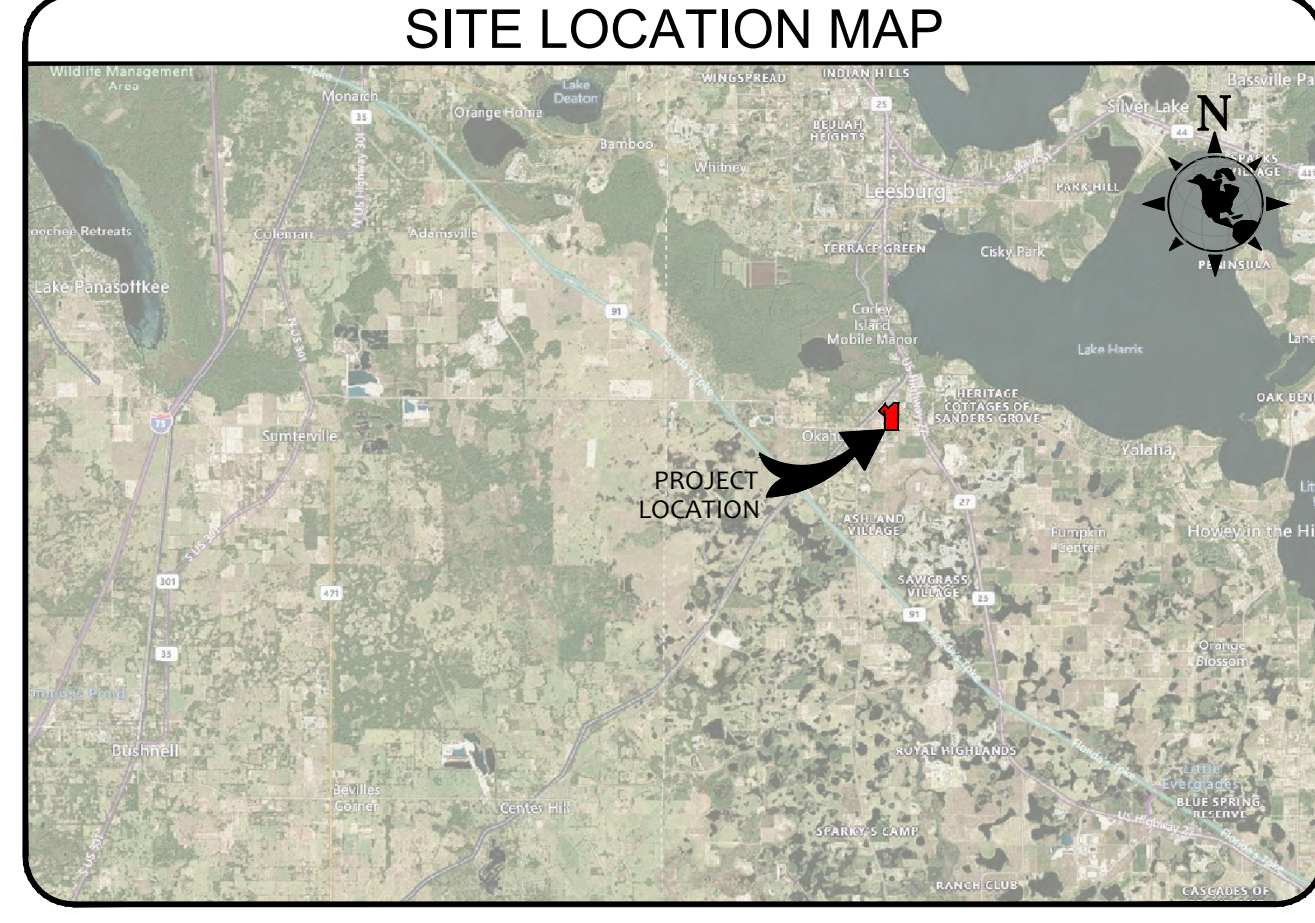
REQUEST			
Existing	Jurisdiction	Land Use	Zoning
Proposed	Lake Co. Leesburg	Regional Office General Commercial	Agricultural/R-6 PUD

SURROUNDING USES			
Direction	Jurisdiction	Land Use	Zoning
North	Lake Co.	Regional Comm./A	PUD
South	Lake Co.	Urban Medium	C-2, R-7 & A
East	Leesburg	LDR General Comm.	PUD, Highway Comm. RM
West	Lake Co.	Regional Office, Regional Commercial	CFD, C-2 & A

DEVELOPMENT PROGRAM	
Proposed Use	Intensity (Units/ Beds/ Square Feet)
Single Family Detached	235
Paired Villas	48
Assisted Living Facility (ALF)	0
Amenities	47,584
Medical Office	70,000
Office	30,000
Retail Sales & Services	20,000

LOT DIMENSIONS & SETBACKS							
Uses	Lot Width	Front	Rear	Side	Side Street	Distance Between Structures	Maximum Height
Single Family (detached)*	50'	25'	20'	5'	15'		2 stories (40')
Paired Villas	60'	30'	25'	15'	0'-5'	10'	2 stories (40')
Amenities							2 stories (40')
Medical Office							3 stories (45')
Office							3 stories (45')
Retail Sales & Services							3 stories (45')

- OPEN SPACE
 - 30'x120' VILLA LOTS
 - 50'x120' LOTS
 - 60'x120' LOTS
 - AMENITY AREA
 - ADDITIONAL AMENITIES WITH OPEN SPACE
- | PERIMETER BUFFERS (Widths) | |
|----------------------------|-------|
| Direction | Width |
| North | 25' |
| South | 25' |
| East | 25' |
| West | 25' |
- AMENITIES:
- Clubhouse
 - Dog Park
 - Tot Lot
 - Passive Green Space Throughout
 - Small Pocket Parks with Sitting Areas



M MORRIS ENGINEERING AND CONSULTING, LLC
Civil Engineering and Land Development Consulting
6997 Professional Parkway East, Suite B, Sarasota, Florida 34240 C.A.28780 941-444-6644 www.morrisengineering.net

DATE
2024-11-01

PROJECT
LEATHERLEAF OKAHUMPKA

DRAWING
OS-SP10

DRAWN
SMI

CHECKED
MJM

CONCEPTUAL SITE PLAN - 10 (For Client Only)

LEATHERLEAF OKAHUMPKA

LAKE COUNTY, FLORIDA

SCALE
1:120

VERTICAL DATUM
NAVD88

SHEET
1

OF
1

MATTHEW J. MORRIS
FL LICENSE NO. 68434

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: March 24, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 337.15 +/- acres; and being generally west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 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. (Silver Springs ANNX)

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of 337.15 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 337.15 +/- acres, generally located west of Number Two Road and north of Busby Road, as shown on the attached General Location Map. At this time, the property is undeveloped acreage. The current zoning is Lake County A (Agriculture) and CFD (Community Facility District); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is for the developer to utilize City utilities and Codes. The proposal for the development is 825 single-family residences, comprised of 479 50' x 120' lots, 284 60' x 120' lots, 45 70' x 120' lots, and 17 145' x 300' lots, with accompanying amenities.

The property is surrounded by Lake County PUD (Planned Unit Development), A (Agriculture); and City of Leesburg PUD (Planned Unit Development) zoning districts. Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on December 19, 2024.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 337.15 +/- ACRES; AND BEING GENERALLY WEST OF NUMBER TWO ROAD AND NORTH OF BUSBY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 25 SOUTH, RANGE 20 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. (SILVER SPRINGS ANNEX)

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

Section 1.

Based upon the petition of Tara Tedrow, Esq., Lowndes Law, Petitioner, on behalf of RHV Edison Avenue, LLC, Owner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

**Legal Description
(See Exhibit A);**

Section 2.

All 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 here by is assigned to City Commission District 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Silver Springs -- North of Busby Road, West of Number Two Road, South of Watson Road
ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

LEGAL DESCRIPTION

Parcel ID Altkey: 1209358, 2887532, 2887541, 3355881, 1780136,
1780209, 1780225, 1812046, 1208769, 1030161, 1030170

PARCEL 1:

The Northwest 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, Lake County, Florida; and

Begin at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, in Lake County, Florida, run N.00°25'20"E. along the West line of the Northeast 1/4 of the Northeast 1/4 of Section 30, a distance of 50.00 feet; thence S.44°30'32"E., 70.79 feet to a point on the South line of the Northeast 1/4 of the Northeast 1/4 of Section 30; thence N.89°26'40"W., along the South line of the Northeast 1/4 of the Northeast 1/4 a distance of 50.00 feet to the Point of Beginning.

PARCEL 2:

Begin at the Northeast corner of Section 30, Township 20 South, Range 25 East, Lake County, Florida, run thence South 00°35'20" West along the East line of the Northeast 1/4 of said Section 30, a distance of 30.00 feet; thence North 89°26'40" West parallel with the North line of the Northeast 1/4, 17.00 feet; thence South 0°35'20" West,

638.24 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; thence South 89°26'40" East, 17.0 feet to the East line of said Northeast 1/4; thence South 0°35'20" west, 668.30 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4; thence North 89°26'40"w along the South line of the Northeast 1/4 of the Northeast 1/4,

338.29 feet; thence North 0°30'20" East, 1336.31 feet, more or less, to the North line of said Northeast 1/4; thence South 89°29'00" East, along said North line of Northeast 1/4 to the Point of Beginning . Less Road Right of Way.

AND

Silver Springs -- North of Busby Road, West of Number Two Road, South of Watson Road
ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

Also a part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida described as follows:

Begin at the Southeast corner of said Section 19, run thence North 89°29'00" West along the South line of the Southeast 1/4, 340.23 feet; thence North 0°30'20" East, 7.63 feet; thence South 88°11'55" East, 340.32 feet to the Point of Beginning . Less Road Right of Way.

PARCEL 3:

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, in Lake County, Florida, LESS the South 679.75 feet thereof;
AND

Beginning at the Southeast corner of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 19, Township 20, Range 25 East, in Lake County, Florida, run thence S.89°58'10"W., along the South line of said Section 19 a distance of 669.75 feet to the Southwest corner of the said West 1/2 of the East 1/2 of the Southeast 1/4; thence N.00°00'40"E., along the West line of the East 1/2 of the Southeast 1/4 of said Section 19, a distance of 30 feet; thence S.88°12'02"E ., 670.03 feet to a point on the East line of the aforesaid West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 19, thence S.00°03'40"E., 15.00 feet to the Point of Beginning.

..

PARCEL 4:

The East 1/2 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, LESS beginning at the Southeast corner of Section, run West to Southwest corner of the Southeast 1/4 of the Southeast 1/4, thence North 30 feet, thence Southeast to Point of Beginning, in Section 19, Township 20 South, Range 25 East, in Lake County, Florida. Less the East 40 feet for Road right of way.

PARCEL 5:

Silver Springs -- North of Busby Road, West of Number Two Road, South of Watson Road
ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

The Northwest 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida.

PARCEL 6:

The Southwest 1/4 of the Southeast 1/4 and the East 1/2 of Government Lot 4, in Section 19, Township 20 South, Range 25 East, Lake County, Florida

PARCEL 7:

The East 1/2 of Government Lot 3, the North 3/4 of the West 1/2 of Government Lot 3 and the South 330 feet of the East 330 feet of the West 1/2 of Government Lot 3, all in Section 19, Township 20 South, Range 25 East;

Together with Non-Exclusive Easements for Ingress and Egress over and across that part of the East 15 feet of the West 1/2 of the Northeast 1/4, of Section 30, Township 20 South, Range 25 East, lying between County Road No. 2-3021 and the North boundary line of said Section 30, the South 15 feet of the West 15 feet of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, and the East 15 feet and the North 15 feet of the Southwest 1/4 of Section 19, Township 20 South, Range 25 East, all in Lake County, Florida

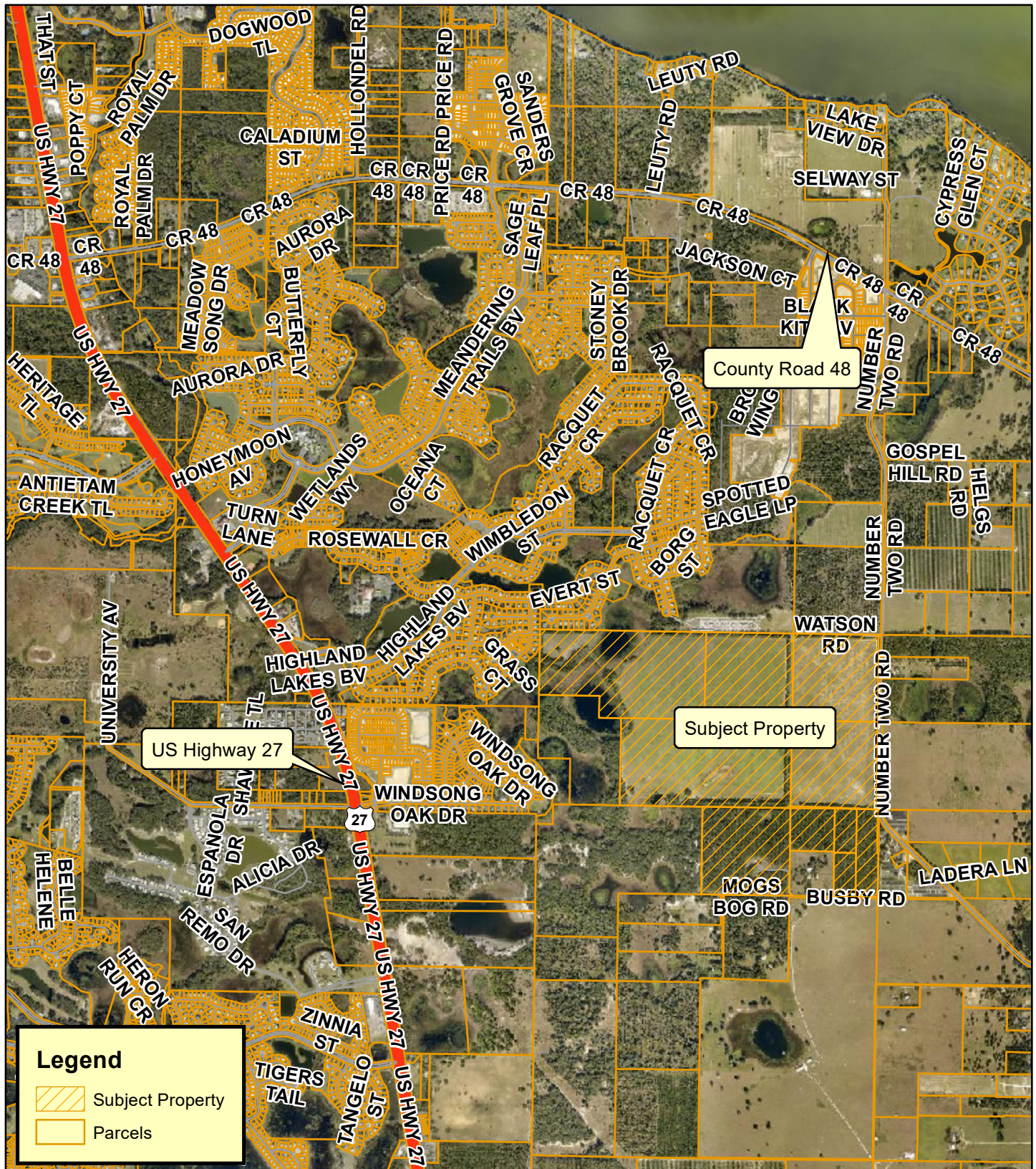
PARCEL 8:

The West 329.31 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, Lake County, Florida.

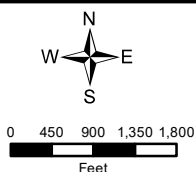
AND

That part of the West 329.31 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida, lying South of the following described line: from the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 19, run Northerly along the West line thereof 30 feet to the point of beginning of said line; thence Southeasterly along said line to the Southeast corner of said Section 19 and the end of said line.

Extended Aerial

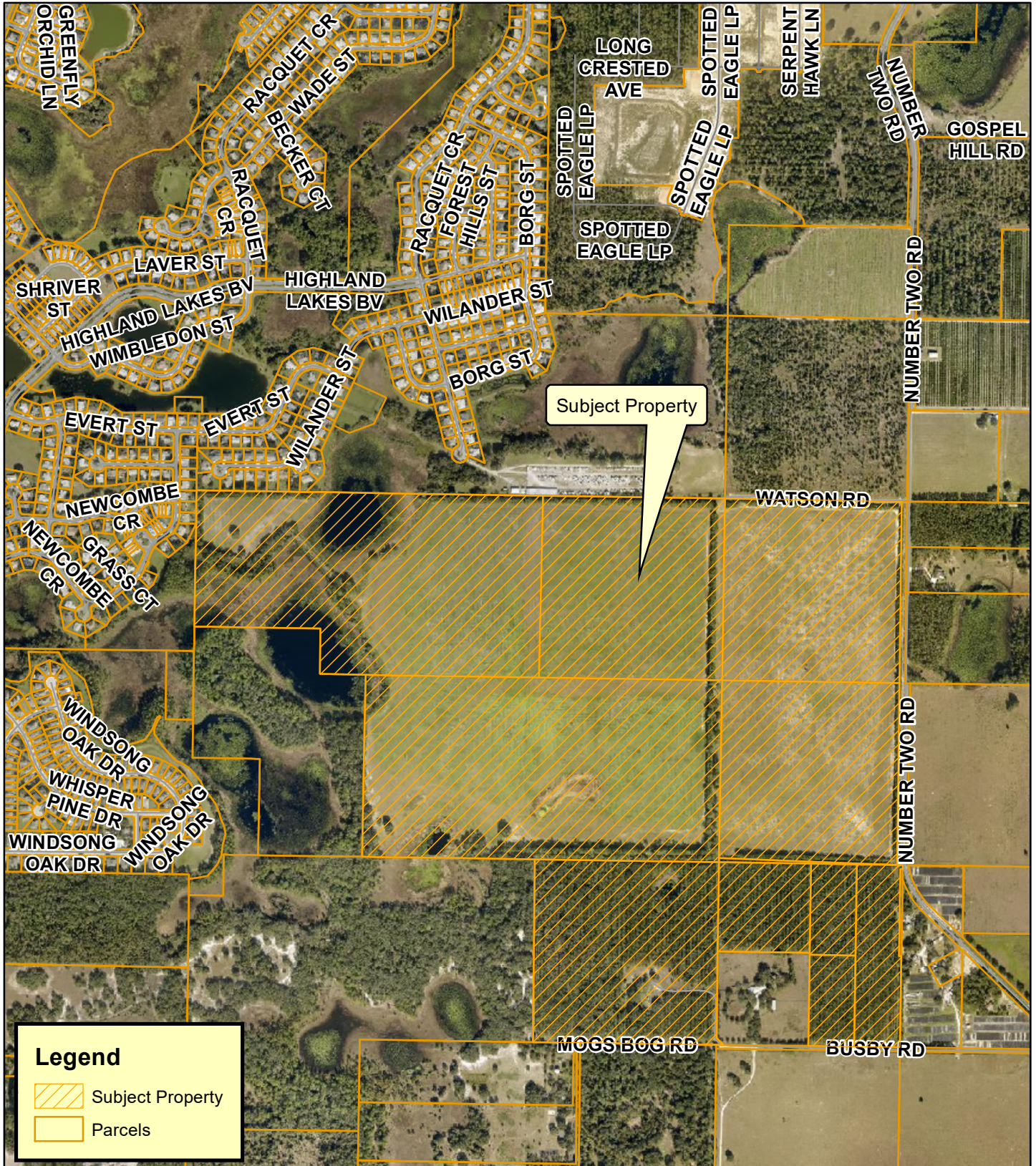


Planning & Zoning Division

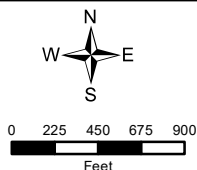


Silver Springs
ANNX-24-344; LSCP-24-345; PUD-24-346
AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Sections 19 and 30, Township 25 South, Range 20 East
October 30, 2024

Aerial

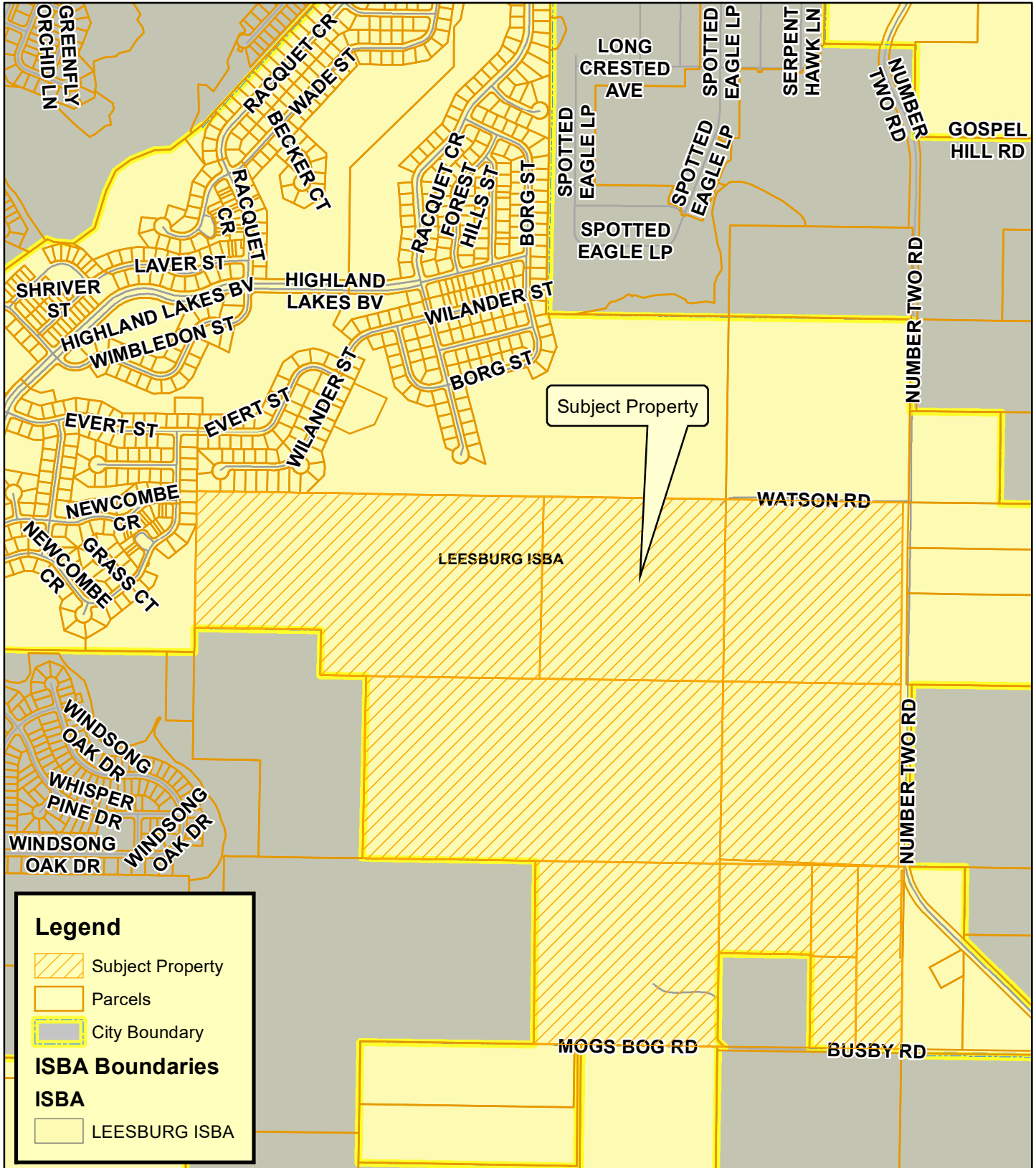


**Planning
& Zoning
Division**

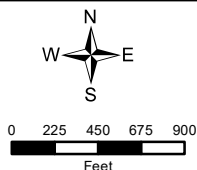


Silver Springs
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 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

City Boundary and ISBA

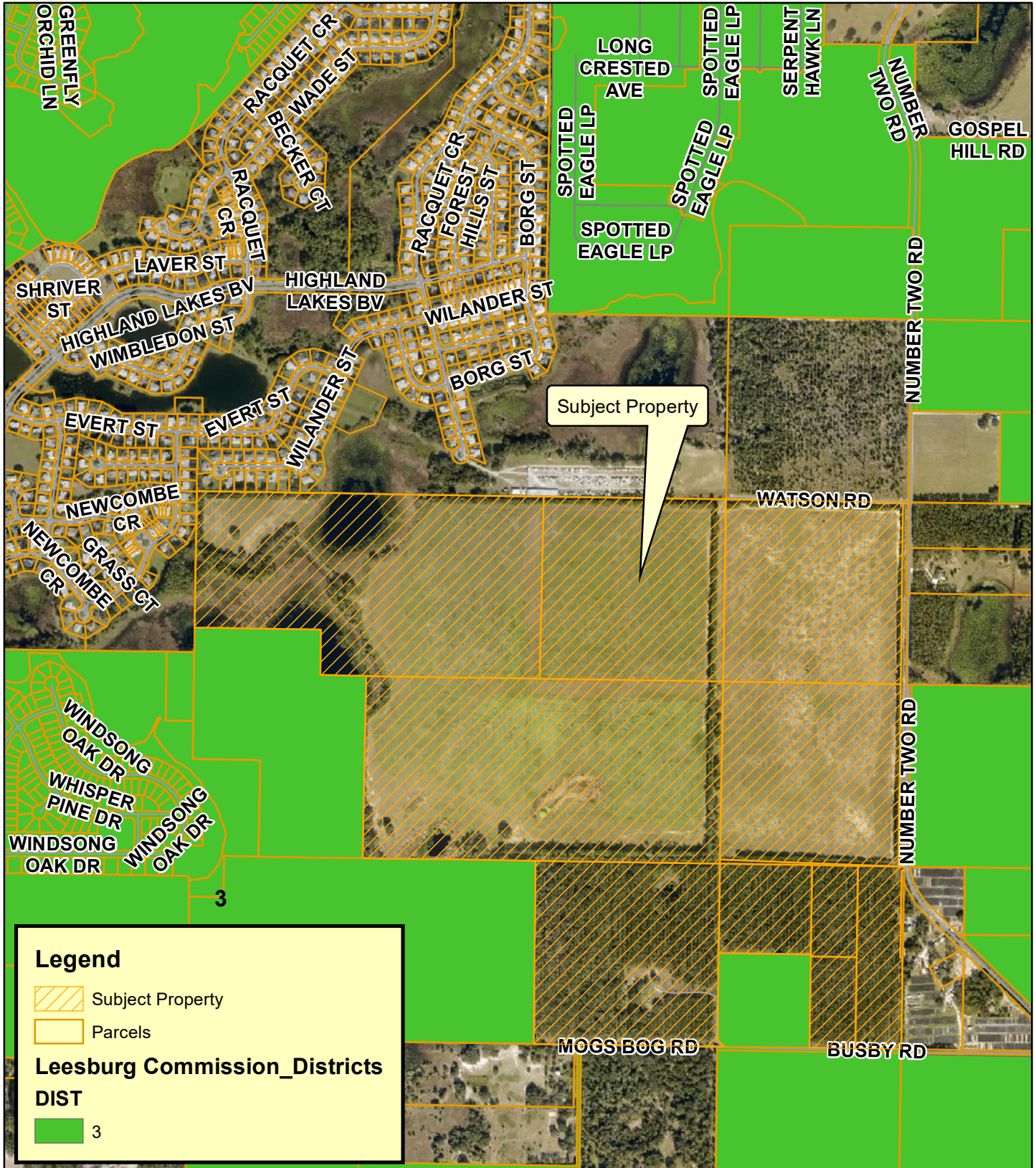


**Planning
& Zoning
Division**

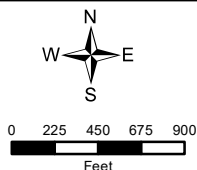


Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

Commission District



**Planning
& Zoning
Division**



Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.5.

Meeting Date: March 24, 2025

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 337.15 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 East, Lake County, Florida; and providing an effective date. (Silver Springs LSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 337.15 +/- acres from Lake County Rural to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 337.15 acres. The property is generally located west of Number Two Road and north of Busby Road. Currently, the property is undeveloped acreage. The proposed use is 825 single-family residences, comprised of 479 50' x 120' lots, 284 60' x 120' lots, 45 70' x 120' lots, and 17 145' x 300' lots, with accompanying amenities, with accompanying amenities. The surrounding Future Land Use Map designations of Lake County Urban Low Density, Rural Transition, Rural; and City of Leesburg Neighborhood Mixed Use are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

The Planning Commission held a public hearing on the application on December 19, 2024 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 Estate Residential.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 337.15 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF NUMBER TWO ROAD AND NORTH OF BUSBY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER SPRINGS LSCP)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 337.15 acres of land generally located west of Number Two Road and north of Busby Road from Lake County Rural to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Sections 19 and 30, Township 25 South, Range 20 East, Lake County, Florida;

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 24th day of March 2025.

Mayor

ATTEST:

City Clerk

February 27, 2025

The Honorable Alan Reisman
Mayor, City of Leesburg
501 West Meadow Street
Leesburg, Florida 34748

Dear Mayor Reisman,

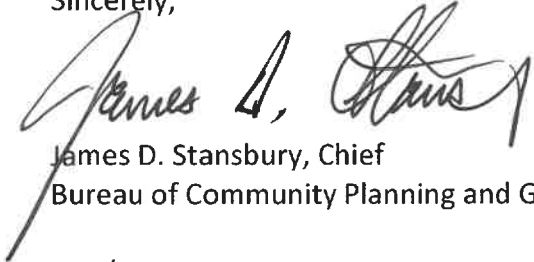
FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Leesburg (Amendment No. 25-02ESR) received on January 28, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Avian Williams, Planning Analyst, by telephone at (850)-717-8504 or by email at avian.williams@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /aw

Enclosure(s): Procedures for Adoption

cc: Max Van Allen, AICP, Planner, Planning and Zoning Department
John Patterson, AICP, East Central Florida Regional Planning Council
Tara McCue, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, in **color format**, clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

February 27, 2025

Ms. Max Van Allen, Planner
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749

Subject: City of Leesburg Proposed Comprehensive Plan Amendment 25-02ESR

Dear Ms. Van Allen,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed proposed map amendment Leesburg 25-02ESR.

The amendment (locally known as Silver Springs Development and LSCP-24-345) pertains to a map amendment to amend the City's Future Land Use Map (FLUM) to change the adopted Future Land Use (FLU) designation from Lake County Rural to City of Leesburg Estate Residential on 337.15+/- acres. The subject properties are generally located west of Number Two Road and north of Busby Road, in Lake County, Florida.

Data and Analysis:

LSCP-24-345 is a map amendment to change the future land use designation from Lake County Regional Commercial to City Leesburg General Commercial (Planned PUD) on 74.7+/- acres. The proposed amendment results in an increase in densities from a maximum of 0.2 dwelling units per acre under the Lake County Rural FLU designation to up to 4.0 dwelling units per acres under City Estate Residential FLU designation.

As shown in **Table 1** the proposed maximum development potential will result in 1,281 additional single family DUs which generates an additional 10,348 daily trips.

Table 1: Trip Generation Comparison – Maximum Development Potential

Future Land Use		Density/Intensity		Acreage	ITE LUC		Maximum Yield	Units	Total Daily Trips
Adopted	County Rural	0.2	DU/Acre	337	210	Single Family	67	DUs	698
	Total Gross Trips								698
Proposed	City Estate Residential	4	DU/Acre	337	210	Single Family	1,348	DUs	11,046
	Total Gross Trips								11,046
Net Gross Trips									10,348
Net New Trips - Percentage Increase									1482.5%

Table 2: State Roadway Segments Affected by the Proposed FLUM Amendment

Facility	From	To	Lanes 2023	Lanes 2045	Context Class. Future	AADT 2023	MSV Daily 2023	LOS Daily 2023	AADT 2045	MSV Daily 2045	LOS Daily 2045
US-27 / SR-25	Turnpike	Plantation Blvd	4	4	C2	30,500	58,485	B	59,000	58,485	E
	Plantation Blvd	University Ave / Windsong Oak Drive	4	4	C2	30,500	58,485	B	59,000	58,485	E
	University Ave / Windsong Oak Drive	Highland Lakes Blvd	4	4	C3C	30,500	38,430	C	59,000	38,430	F
	Highland Lakes Blvd	Legacy Blvd	4	4	C3R	30,500	39,165	C	59,000	39,165	F
	Legacy Blvd	CR 48	4	4	C2	30,500	58,485	B	59,000	58,485	E
	CR 48	Victor Blvd	4	4	C3C	30,500	38,430	C	59,000	38,430	F

Source: SHS 2024 LOS Report - 20241115 -D5

An analysis of existing State Facilities within three miles of the subject property is included in **Table 2**. This analysis shows that all segments of US 27/SR 25 are projected to operate over capacity through the Year 2045 scenario.

Technical Assistance Comments:

FDOT is providing the following technical assistance comments consistent with Section 163.3168(3), Florida Statutes. The technical assistance comments will not form the basis of a challenge. The technical assistance comments are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.):

Technical Assistance Comment #1

Based on the analysis above and the information provided, the FLUM amendment would significantly increase the trip generation potential of the subject property. In addition, the parcel is located in close proximity of US 27/SR 25. These are all of the US 27/SR 25 segments within a three-mile radius and are projected to operate over capacity through the Year 2045 scenario. Therefore, the proposed amendment has the potential to significantly impact the SHS.

Resolution of Technical Assistance Comment #1

The Department recommends that, as the development moves into the next phase, the City of Leesburg coordinates with the Department on a traffic study and mitigation of potential impacts of the proposed development to the SHS and/or SIS roadway segments in proximity to the proposed amendment.

We appreciate the opportunity to review the proposed amendment. Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption. The Department reserves the right to comment if the proposed amendment changes between transmittal and adoption.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5457 or by email at james.rodriquez@dot.state.fl.us.

Sincerely,

A handwritten signature in black ink that reads "James Rodriguez". The signature is fluid and cursive, with the first name "James" and last name "Rodriguez" clearly legible.

James Rodriguez
Systems Planning Coordinator

cc: Donna Harris, FL Commerce
Janney Barron, Lake County

Tiffany Hill, FDOT
Melissa McKinney, FDOT

Silver Springs -- North of Busby Road, West of Number Two Road, South of Watson Road
ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

LEGAL DESCRIPTION

Parcel ID Altkey: 1209358, 2887532, 2887541, 3355881, 1780136,
1780209, 1780225, 1812046, 1208769, 1030161, 1030170

PARCEL 1:

The Northwest 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, Lake County, Florida; and

Begin at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, in Lake County, Florida, run N.00°25'20"E. along the West line of the Northeast 1/4 of the Northeast 1/4 of Section 30, a distance of 50.00 feet; thence S.44°30'32"E., 70.79 feet to a point on the South line of the Northeast 1/4 of the Northeast 1/4 of Section 30; thence N.89°26'40"W., along the South line of the Northeast 1/4 of the Northeast 1/4 a distance of 50.00 feet to the Point of Beginning.

PARCEL 2:

Begin at the Northeast corner of Section 30, Township 20 South, Range 25 East, Lake County, Florida, run thence South 00°35'20" West along the East line of the Northeast 1/4 of said Section 30, a distance of 30.00 feet; thence North 89°26'40" West parallel with the North line of the Northeast 1/4, 17.00 feet; thence South 0°35'20" West,

638.24 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; thence South 89°26'40" East, 17.0 feet to the East line of said Northeast 1/4; thence South 0°35'20" west, 668.30 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4; thence North 89°26'40"w along the South line of the Northeast 1/4 of the Northeast 1/4,

338.29 feet; thence North 0°30'20" East, 1336.31 feet, more or less, to the North line of said Northeast 1/4; thence South 89°29'00" East, along said North line of Northeast 1/4 to the Point of Beginning . Less Road Right of Way.

AND

Silver Springs -- North of Busby Road, West of Number Two Road, South of Watson Road
ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

Also a part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida described as follows:

Begin at the Southeast corner of said Section 19, run thence North 89°29'00" West along the South line of the Southeast 1/4, 340.23 feet; thence North 0°30'20" East, 7.63 feet; thence South 88°11'55" East, 340.32 feet to the Point of Beginning . Less Road Right of Way.

PARCEL 3:

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, in Lake County, Florida, LESS the South 679.75 feet thereof;
AND

Beginning at the Southeast corner of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 19, Township 20, Range 25 East, in Lake County, Florida, run thence S.89°58'10"W., along the South line of said Section 19 a distance of 669.75 feet to the Southwest corner of the said West 1/2 of the East 1/2 of the Southeast 1/4; thence N.00°00'40"E., along the West line of the East 1/2 of the Southeast 1/4 of said Section 19, a distance of 30 feet; thence S.88°12'02"E ., 670.03 feet to a point on the East line of the aforesaid West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 19, thence S.00°03'40"E., 15.00 feet to the Point of Beginning.

..

PARCEL 4:

The East 1/2 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, LESS beginning at the Southeast corner of Section, run West to Southwest corner of the Southeast 1/4 of the Southeast 1/4, thence North 30 feet, thence Southeast to Point of Beginning, in Section 19, Township 20 South, Range 25 East, in Lake County, Florida. Less the East 40 feet for Road right of way.

PARCEL 5:

Silver Springs -- North of Busby Road, West of Number Two Road, South of Watson Road
ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

The Northwest 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida.

PARCEL 6:

The Southwest 1/4 of the Southeast 1/4 and the East 1/2 of Government Lot 4, in Section 19, Township 20 South, Range 25 East, Lake County, Florida

PARCEL 7:

The East 1/2 of Government Lot 3, the North 3/4 of the West 1/2 of Government Lot 3 and the South 330 feet of the East 330 feet of the West 1/2 of Government Lot 3, all in Section 19, Township 20 South, Range 25 East;

Together with Non-Exclusive Easements for Ingress and Egress over and across that part of the East 15 feet of the West 1/2 of the Northeast 1/4, of Section 30, Township 20 South, Range 25 East, lying between County Road No. 2-3021 and the North boundary line of said Section 30, the South 15 feet of the West 15 feet of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, and the East 15 feet and the North 15 feet of the Southwest 1/4 of Section 19, Township 20 South, Range 25 East, all in Lake County, Florida

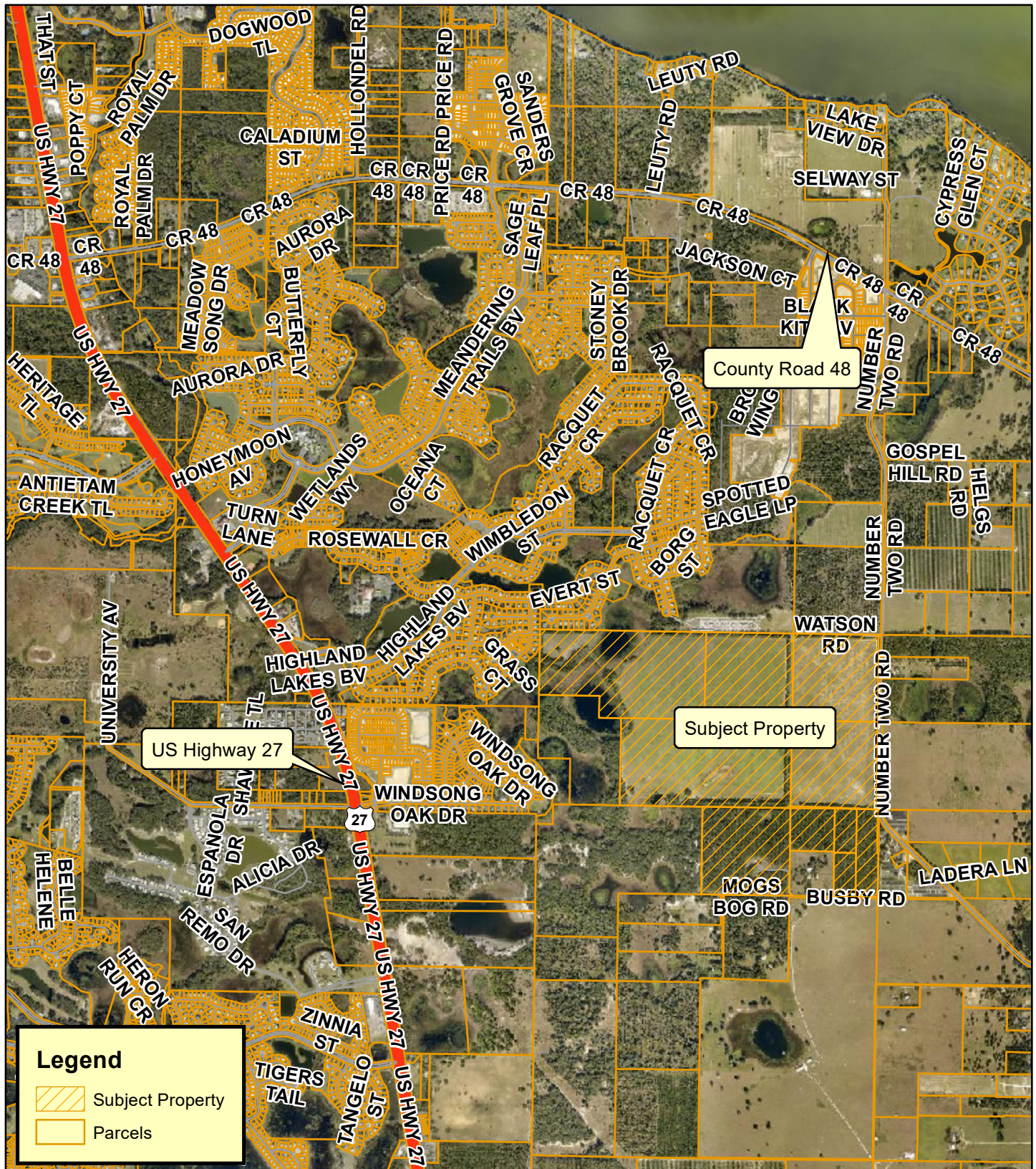
PARCEL 8:

The West 329.31 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, Lake County, Florida.

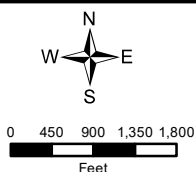
AND

That part of the West 329.31 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida, lying South of the following described line: from the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 19, run Northerly along the West line thereof 30 feet to the point of beginning of said line; thence Southeasterly along said line to the Southeast corner of said Section 19 and the end of said line.

Extended Aerial

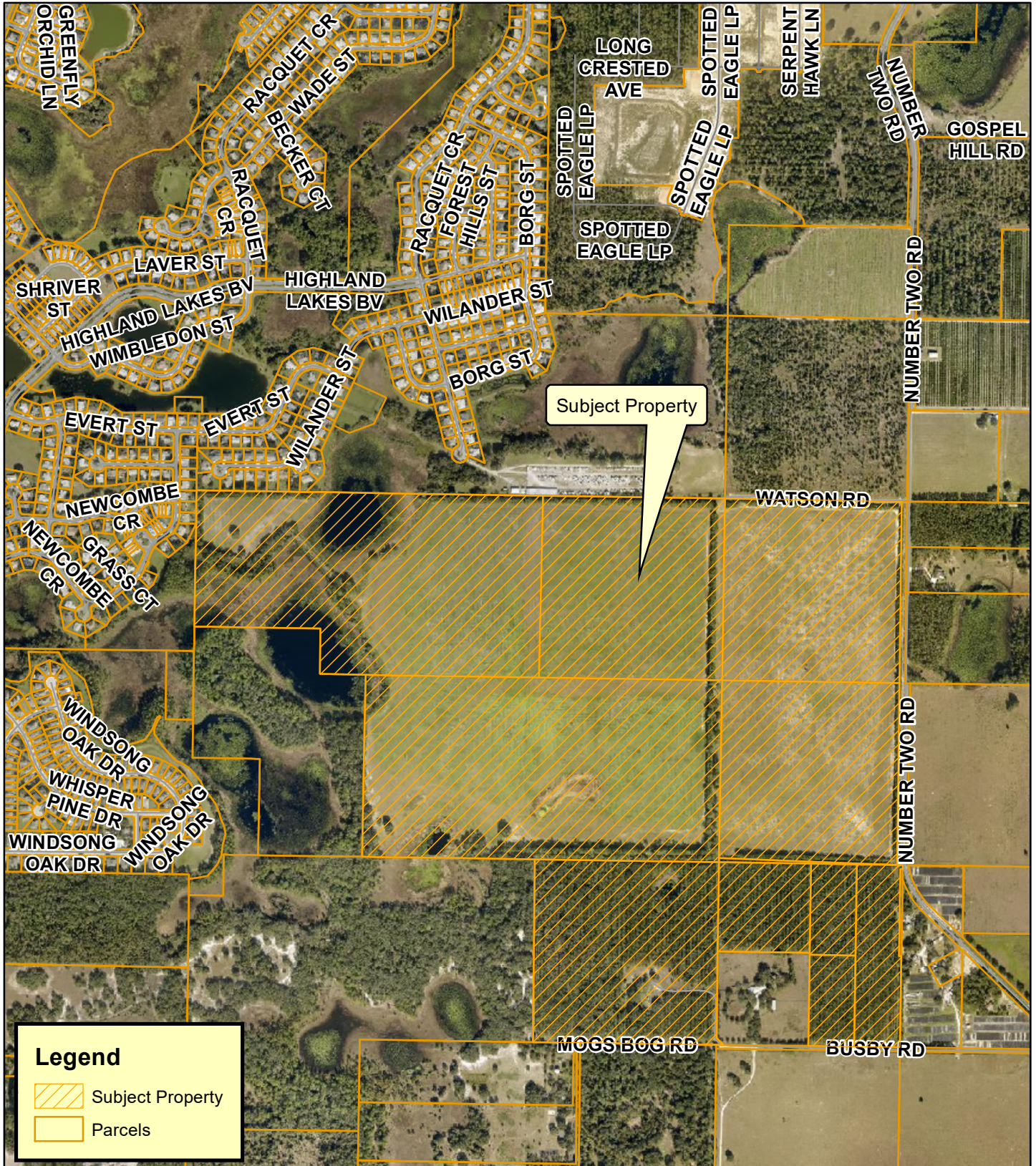


Planning & Zoning Division

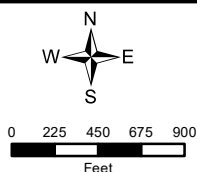


Silver Springs
ANNX-24-344; LSCP-24-345; PUD-24-346
AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Sections 19 and 30, Township 25 South, Range 20 East
October 30, 2024

Aerial

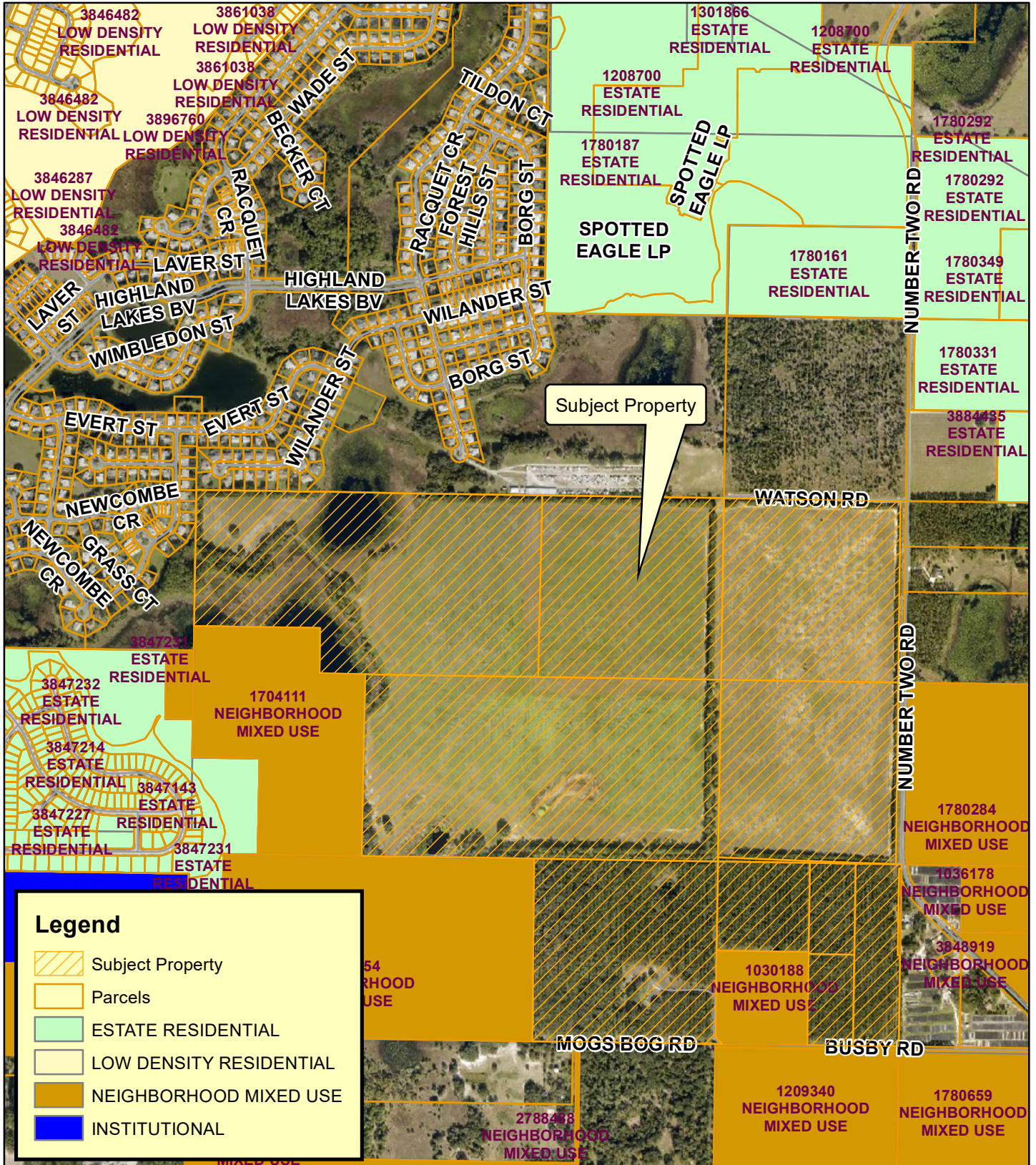


**Planning
& Zoning
Division**

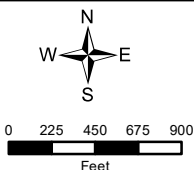


Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
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 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

City of Leesburg Future Land Use

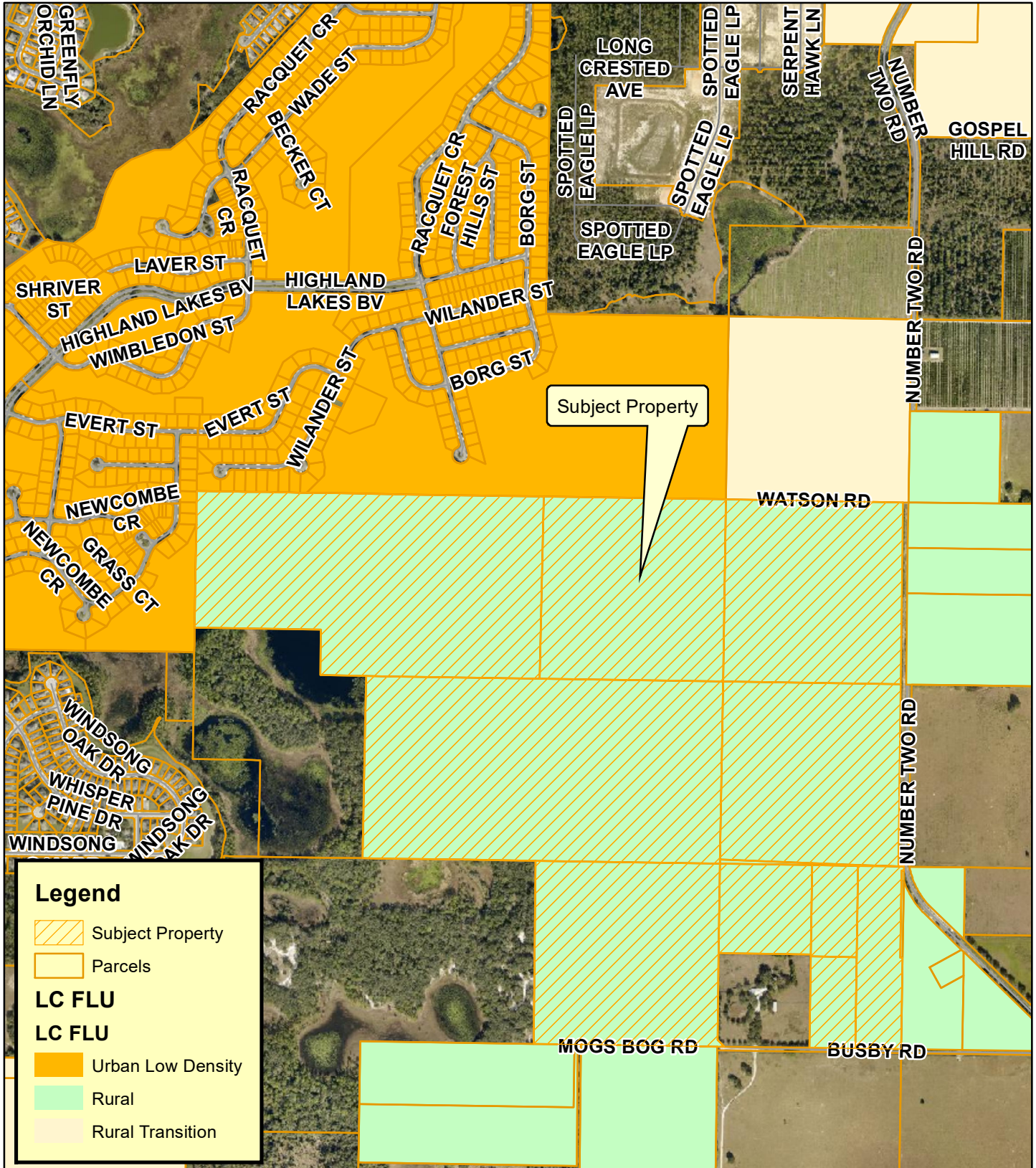


**Planning
& Zoning
Division**

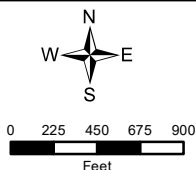


Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

Lake County Future Land Use

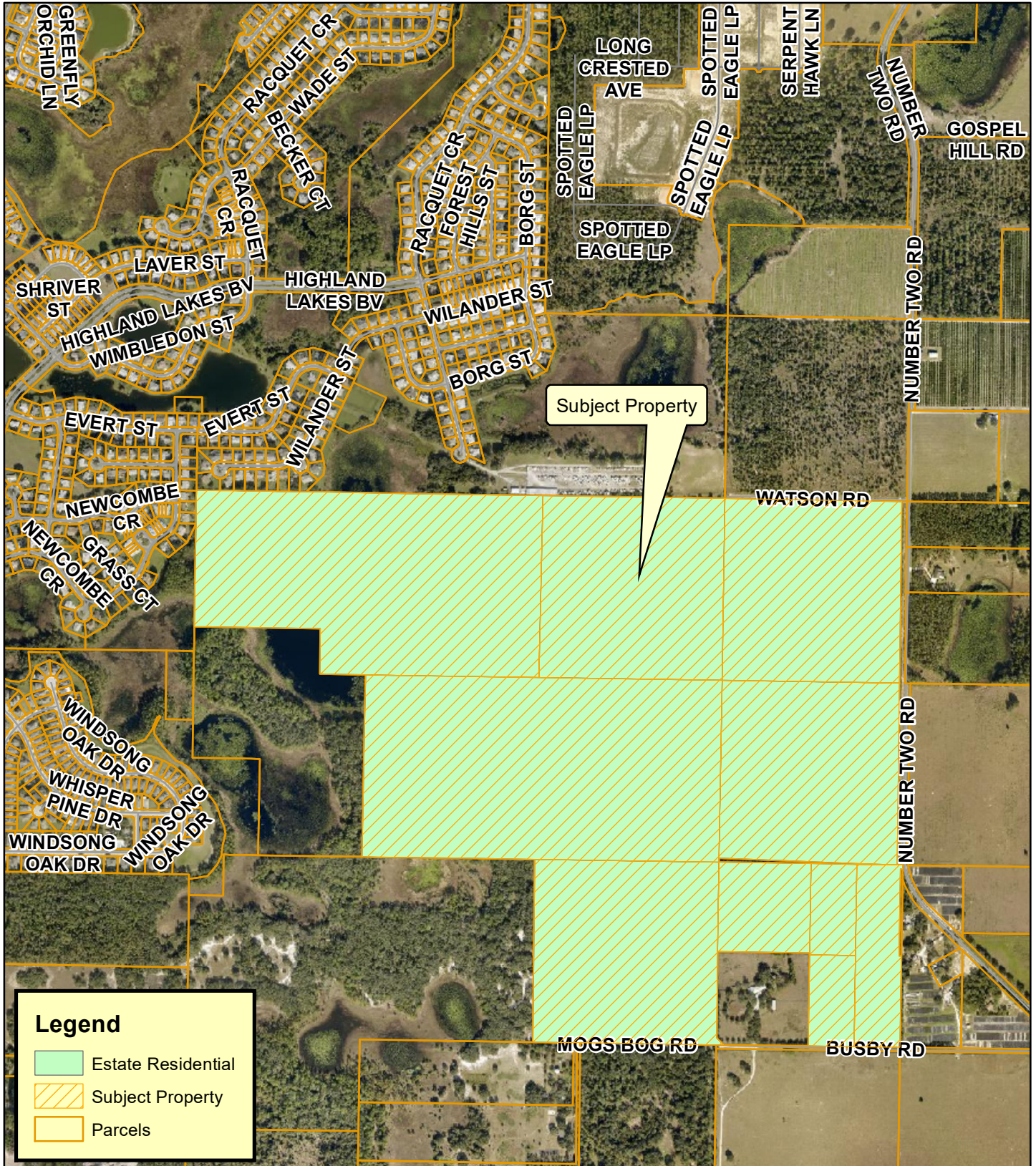


**Planning
& Zoning
Division**

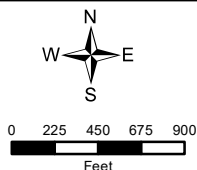


Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
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 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**



Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

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

DATE: December 19, 2024

OWNER: RHV Edison Avenue, LLC/ EPC Holdings 938, LLC

PETITIONER: Tara Tedrow, Esq.

PROJECT: Silver Springs

REQUEST: Large-scale Comprehensive Plan amendment to City Estate Residential and Rezoning to City PUD.

CASE NO.: (ANNX-24-344); LSCP-24-345; PUD-24-346

GENERAL LOCATION: West of Number Two Road and north of Busby Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density, Rural Transition
South – Lake County Rural; City of Leesburg Neighborhood Mixed Use
East – Lake County Rural; City of Leesburg Neighborhood Mixed Use
West – Lake County Urban Low Density; City of Leesburg Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and CFD (Community Facility District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development), A (Agriculture)
South – Lake County A (Agriculture); City of Leesburg PUD (Planned Unit Development)
East – Lake County A (Agriculture); City of Leesburg PUD (Planned Unit Development)
West – Lake County PUD (Planned Unit Development); City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

North – Residential; Residential Commons; Timber; Pasture Improved
South – Residential; Timber; Non-Agricultural Acreage
East – Timber; Residential; Non-Agricultural Acreage; Nursery
West – Residential; Residential Commons; Non-Agricultural Acreage

PROPOSED LAND USE: 825 single-family residences, comprised of 479 50' x 120' lots, 284 60' x 120' lots, 45 70' x 120' lots, and 17 145' x 300' lots, with accompanying amenities.

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

DATE: December 19, 2024
OWNER: RHV Edison Avenue, LLC/ EPC Holdings 938, LLC
PETITIONER: Tara Tedrow, Esq.
PROJECT: Silver Springs
REQUEST: Large-scale Comprehensive Plan amendment to City Estate Residential and Rezoning to City PUD.
CASE NO.: (ANNX-24-344); LSCP-24-345; PUD-24-346

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments provided.

FIRE

No comments provided.

ELECTRIC

This is outside Leesburg electric service territory. We have no objections. – Steve Davis, 10/30/2024.

GAS

Gas Department- No Comment – Wayne Williams, 10/30/2024

GIS

No comments provided.

BUILDING

No comments provided.

PUBLIC WORKS

No comments provided.

ADDRESSING

No comments provided.

HOUSING & REDEVELOPMENT

No comments provided.

LAKE COUNTY PUBLIC WORKS

No comments provided.

LAKE COUNTY SCHOOLS

This project would be subject to school concurrency review. Please have the applicant contact myself or Helen LaValley for more information. – Heather Croney, 10/30/2024

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)



May 31, 2024
Max Van Allen
Planner, Planning & Zoning Department
City of Leesburg
204 North 5th St.
Leesburg, FL 34748

Subject: Transportation Facilities Analysis (TFA) Review – Silver Springs Citrus

Dear Mr. Max,

WSP has reviewed the transportation facilities analysis that was prepared in support of the application to rezone the Silver Springs Citrus property and annex the site into the City of Leesburg. The site is located east of US 27 and west of Number 2 Road in the City of Leesburg, Florida. The current zoning designations for the property are Agricultural (A) and Community Facility District (CBD) within unincorporated Lake County. The proposed rezoning would change the designation to Planned Unit Development (PUD) within the City of Leesburg.

The transportation facilities analysis was reviewed for consistency with the Traffic Impact Study Methodology and Guidelines adopted by the City of Leesburg and Lake-Sumter MPO, Lake County Congestion Management Process (CMP) Database, Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition, and current traffic impact study best practices. The following list of comments is for your review and consideration.

1. **Table 4 (Existing Zoning):** Since fitted curve equation method was used to estimate trip generation, 'Rate' should be the fitted curve equation instead of a numerical value.
2. **Table 4 (Proposed Zoning):** Since fitted curve equation method was used to estimate trip generation, 'Rate' should be the fitted curve equation instead of a numerical value.
3. **Table 8:** Please explain why the deficient roadway segment (US 27/SR 25 from CR 48 to Plantation Boulevard.) should not be a concern for the rezoning application approval.
4. **TIA:** Please note that a comprehensive traffic impact analysis (TIA) is required if any of the proposed development is moved to the next phase, even after the PUD is approved.

Kind regards,
Md Sakoat Hossan, PhD, PE, PMP, PTOE, RSP₂₁



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: December 19, 2024
OWNER: RHV Edison Avenue, LLC/ EPC Holdings 938, LLC
PETITIONER: Tara Tedrow, Esq.
PROJECT: Silver Springs
REQUEST: Large-Scale Comprehensive Plan Amendment from Lake County Rural to City of Leesburg Estate Residential.
CASE NO.: LSCP-24-345

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed request is compatible with the adjacent Future Land Use designations of Lake County Urban Low Density, Rural, Rural Transition; and Commercial; and City of Leesburg Neighborhood Mixed Use.
3. The proposed request is compatible with the proposed zoning of PUD (Planned Unit Development).
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 amendment from Lake County Rural to City of Leesburg Estate Residential, and forward the recommendation to the City Commission for consideration.



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, DECEMBER 19TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, December 19th, 2024, at City Hall.

Chairman Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
John O'Kelley
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Frazier Marshall
Ze'Shieca Carter
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Max VanAllen, Planner. City Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY,
NOVEMBER 21ST, 2024.**

3) **PUBLIC HEARING CASE # LSCP-24-345 – SILVER SPRINGS – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 337 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF NUMBER TWO ROAD AND NORTH OF BUSBY ROAD, AS LEGALLY DESCRIBED IN SECTIONS 19 AND 30, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 27TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, MARCH 10TH, 2025)** (Silver Springs LSCP)

Chairman Sennett stated for the record to discuss both cases together and vote separately.

Dan Miller introduced case number #LSCP-24-345 – Silver Springs – Large Scale Comprehensive Plan Amendment and case number #PUD-24-346 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, and went over PUD requirements.

Max Van Allen, Planner utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; from our City Electric; outside of our electric service area, otherwise no substantive comments from the City departments. Lake County School Board comments noted; comments read into the record. Lake County Public Works has no comments with the exception of emergency access; this project does not access on No. 2 Road; all the traffic would get directed back to US 27 and Public responses – no public responses; applicant has held neighborhood meetings from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Tara Tedrow at 215 North Eola Drive in Orlando, Florida on behalf of the applicant and went over access questions, gave a presentation of subject property; 338+/- acres of vacant land, in Lake County, community meetings; held on 4/17 & 6/12, no objections, additional residents; resubmitted plan; additional requests; accommodate those additional requests by

neighboring property owners, proposed projects, went over current Lake County FLU designation map, current Lake County Zoning map; community facility district and agriculture, responding to comments from neighbors; on No. 2 Road, current City of Leesburg zoning map, three requests, updated site plan details; agreed to add the large lots, 70' and 60' lots; response to direct neighbors/surrounding neighbors, one emergency access points; Busby road, two access points out of project sites, access on US 27; County standards; 60' ROW, pave out; County standards, developers; burden, street buffer view from No. 2 Road, updated elevations required facades for homes facing No. 2 Road, project compatibility; density lower, to the north 4:1; urban low FLU designation, existing entitlements; CFD Lake County zoning uses, permitting process; without Public Hearings consistency with the Comprehensive Plan; protect neighborhoods, and diversify housing, sustainable development, types of projective needs; met, positive Staff Recommendations; request that same recommendations; hear to answer any questions or comments from the Commission or Public.

Chairman Sennett if the Commission have any questions of the applicant.

Tara Tedrow addressed comments from Commission and stated they have communicated with Whispering Hills; not sure on projected ground breaking, built out the primary boulevard through Whispering Hills; road that their project will utilize, Whispering Hills site plan had multiple access locations, routed through one of the multiple areas; approval on time of site planning; depending on buildable access points, capacity analysis, Whispering Hills; PUD approved, signalized access going to 27, market; better, went over updated site plan map for clarification purposes; uses by right; current Zoning under Lake County; comparative analysis; proposing, professional office, assisted living facilities, colleges, and schools; allowed in Lake County; proposing something separate, recreation; included on site plan, amenity center, multiple green space area, trails; around wetlands, 5 green space park areas; depending on builder, requirements in the PUD, minimum amount of recreation space; went over site plan; 20 acres for trail; conservation space, CFD Zoning under Lake County and went over uses, allowed in Lake County; what's being proposed in this PUD.

Commissioners' and Dan Miller discussed if this project tied to the Windsong project; Dan Miller stated no, not that I know of, pictures of roads; improving roads, looks like dirt; need repair; Dan Miller stated the developer is responsible for cleaning up the road; if impacting, Lake County requirements, No. 2 Road; impacted in case of an emergency, ingress/egress, two accesses; merge to one; Dan Miller went over conceptual plan for clarification purposes, Whispering Hill communication, access to get through Whispering Hill development; limited access, a lot of traffic; one spot, traffic light; US 27, site plan presented; hospitals playgrounds, proposed current zoning; just houses, take away commercial; traffic, recreation area, parking spaces, park, assisted living; allowed/planned, and thanks representative for having those neighborhood meetings.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the third case.

Vice-Chairman Sanders made a motion for APPROVAL of case # LSCP-24-345 – SILVER SPRINGS – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Simeone	Yes

Six yeas, no nays, the Planning Commission approved case # LSCP-24-345 – SILVER SPRINGS – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the fourth case under old business be brought forward.

4) **PUBLIC HEARING CASE # PUD-24-346 – SILVER SPRINGS – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 337 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND CFD (COMMUNITY FACILITY DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED WEST OF NUMBER TWO ROAD AND NORTH OF BUSBY ROAD, AS LEGALLY DESCRIBED IN SECTIONS 19 AND 30, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 27TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, MARCH 10TH, 2025)** (Silver Springs PUD)

Chairman Sennett called for a vote on the fourth case.

Vice-Chairman Sanders made a motion for APPROVAL of case # PUD-24-346 – SILVER SPRINGS – PLANNED UNIT DEVELOPMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Simeone	Yes

Commissioner Sanders

Yes

Six years, no nays, the Planning Commission approved case # PUD-24-346 – SILVER SPRINGS – PLANNED UNIT DEVELOPMENT.

NEW BUSINESS

Chairman Sennett called for the first case under new business be brought forward.

1) **PUBLIC HEARING CASE # SSCP-24-339 – WAYNE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 6.52 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF HICKORY HOLLOW ROAD, WEST OF COUNTY ROAD 44, AND NORTH AND SOUTH OF VARIETY TREE ROAD, AS LEGALLY DESCRIBED IN SECTION 03, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 10TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 24TH, 2025)** (Wayne Storage SSCP)

Chairman Sennett stated for the record to discuss both cases together and vote separately.

Dan Miller introduced case number #SSCP-24-339 – Wayne Storage – Small Scale Comprehensive Plan Map Amendment and case number #SPUD-24-340 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, went over PUD; facades submitted.

Dianne Yekel, Senior Planner utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; there were no substantive comments from the City Departments; from our City Electric, outside Leesburg Electric territory. Lake County School Board; no comments. Lake County Public Works comments; no comments at this time; applicant working with Lake County Public Works and Public responses – we received one disapproval and two more comments followed; comments; noted from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.6.

Meeting Date: March 24, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 337.15 +/- acres from Lake County A (Agriculture) and CFD (Community Facility District) to City of Leesburg PUD (Planned Unit Development) to allow for 825 single-family residences, with accompanying amenities, for a property generally located west of Number Two Road and north of Busby Road, lying in Sections 19 and 30, Township 25 South, Range 20 East, Lake County, Florida; and providing an effective date. (Silver Springs PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) and CFD (Community Facility District) to City of Leesburg PUD (Planned Unit Development) to allow for 825 single-family residences, comprised of 479 50' x 120' lots, 284 60' x 120' lots, 45 70' x 120' lots, and 17 145' x 300' lots, with accompanying amenities.

Analysis:

The project site is approximately 337.15 +/- acres, and is generally west of Number Two Road and north of Busby Road as shown on the attached maps. At this time, the property is undeveloped acreage. The proposal will allow 825 single-family residences, comprised of 479 50' x 120' lots, 284 60' x 120' lots, 45 70' x 120' lots, and 17 145' x 300' lots, with accompanying amenities. The existing land uses surrounding the property are Residential; Residential Commons; Timber; Pasture Improved; Non-Agricultural Acreage; and Nursery. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on December 19, 2024 and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development) or,

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 337.15 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND CFD (COMMUNITY FACILITY DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 825 SINGLE-FAMILY RESIDENCES, WITH ACCOMPANYING AMENITIES, FOR A PROPERTY GENERALLY LOCATED WEST OF NUMBER TWO ROAD AND NORTH OF BUSBY ROAD, LYING IN SECTIONS 19 AND 30, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SILVER SPRINGS PUD)

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

Section 1.

Based upon the petition of Tara Tedrow, Esq., Lowndes Law, Petitioner, on behalf of RHV Edison Avenue, LLC, Owner, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) and CFD (Community Facility District) to City of Leesburg PUD (Planned Unit Development), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

SILVER SPRINGS PUD
PLANNED UNIT DEVELOPMENT AGREEMENT
Conditions of Approval
March 24, 2025

This Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **RHV Edison Avenue, LLC and EPC Holdings 938, LLC, 400 N Ashley Drive, Suite 1750, Tampa, FL 33602 (Tara Tedrow, Esq., Lowndes Law, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of approximately 337.15 +/- acres containing a maximum of 825 detached single-family residential units and associated amenities, generally located west of Number Two Road and north of Busby Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **RHV Edison Avenue, LLC and EPC Holdings 938, LLC, 400 N Ashley Drive, Suite 1750, Tampa, FL 33602 (Tara Tedrow, Esq., Lowndes Law, Petitioner), "Permittee"** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**

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

3. **LAND USE**

The above-described property, containing approximately 337.15 +/- acres, shall be used for platted, detached single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Outdoor recreation intended for the primary use of residents, such as trails, parks, and outdoor fitness equipment.
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Attached single family units (Townhouses)
2. Duplex/Triplex uses
3. Multi-family units (Apartments)
4. Commercial uses (as a primary use)
5. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. **DEVELOPMENT STANDARDS**

- A. The project shall contain a maximum of 825 detached single-family residential units, at a gross density not to exceed 2.45 units per acre on the approximately 337.15-acre site, as shown on **Exhibit C, Conceptual Development Plan**.
- B. Fifty- (50) foot lots shall be oriented to the interior of the development. Lots above fifty (50) feet in width shall be generally located along exterior boundaries.
- C. Interior fifty- (50) foot lots may be substituted for larger lot sizes meeting the requirements herein with the Planning and Zoning Director's site plan review and approval.
- D. Each detached single-family residential unit shall have a minimum two (2) car garage.
- E. Defined closet space for each additional bedroom above the minimum house size may be included in the minimum square footage requirement herein.
- F. Gutters shall be installed on the side and rear horizontal fascia for any home that has less than 7.5-foot side setback. For lots with a side yard setback of 7.5 feet or greater, no gutters are required. All lots shall be designed to direct stormwater to the appropriate drainage system(s).
- G. 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.

- H. The maximum impervious surface for the project shall be 65%. Community and private swimming pools shall not count toward the impervious surface calculation.
- I. Roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- J. Maximum building height: two (2) stories or 35 feet.
- K. 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.
- L. 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.
- M. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- N. 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.
- O. The minimum lot development standards shall be:
 - 1. For 50-foot lots:
 - a. A maximum of 479 lots shall have a minimum lot width of fifty (50) feet.
 - b. Minimum house size: 1,700 square feet living area (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6,000 square feet.
 - e. Minimum lot width 50 feet
 - f. Minimum lot depth 120 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - 2. For 60-foot lots:
 - a. No less than 284 lots shall have a minimum lot width of sixty (60) feet.
 - b. Minimum house size: 1,800 square feet (under roof).
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 7,200 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 120 feet
 - g. Minimum building setbacks:
 - Front – 25 feet;
 - Porch – 20 feet (porch must be a minimum width of 5 feet).
 - Rear – 18 feet;

Side – 7.5 feet;
Corner Side – 15 feet.

3. For 70-foot lots:

- a. No less than 45 lots shall have a minimum lot width of sixty (60) feet.
- b. Minimum house size: 1,900 square feet (under roof).
- c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- d. Minimum lot size shall be 8,400 square feet.
- e. Minimum width 70 feet
- f. Minimum depth 120 feet
- g. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 18 feet;
Side – 7.5 feet;
Corner Side – 15 feet.

4. For 145-foot lots:

- a. No less than 17 lots shall have a minimum lot width of one hundred and forty-five (145) feet.
- b. These lots shall be placed adjacent to Number Two Road, as shown on **Exhibit C, Conceptual Development Plan**.
- c. Minimum house size: 2,000 square feet (under roof).
- d. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- e. Minimum lot size shall be 43,500 square feet.
- f. Minimum width 145 feet
- g. Minimum depth 300 feet
- h. Minimum building setbacks:
Front – 25 feet;
Porch – 20 feet (porch must be a minimum width of 5 feet).
Rear – 20 feet;
Side – 7.5 feet;
Corner Side – 15 feet.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. All buildings shall utilize at least five (5) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 1. Dormers
 2. Gables
 3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts

7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- D. The architectural styles and facades shown in **Exhibit D, Representative Façade Samples** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are as shown on **Exhibit E**, attached hereto.

6. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

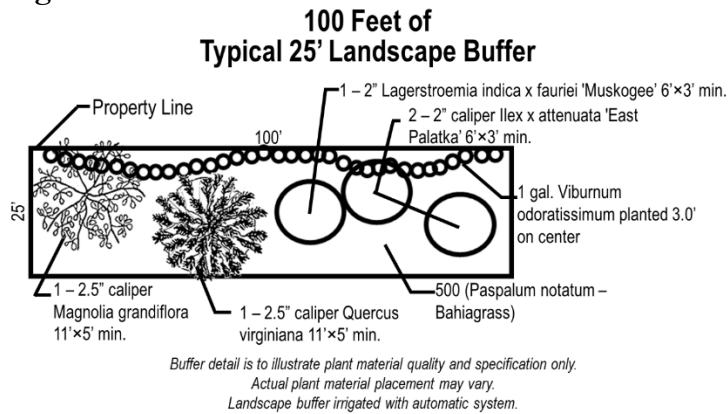
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

- B. A minimum one-hundred (100)-foot wide landscape buffer tract shall be provided along the Number Two Road right-of-way. Twenty-five feet (25) of the buffer tract closest to residential lots within the development shall have plantings as shown in Figure B below. *Figure 1 - 100-Foot East Buffer Planting and Fence* as shown in **Exhibit G, Representative Sections**, shall be considered to meet this requirement.
- C. A minimum twenty-five (25)-foot wide buffer tract with plantings as shown in Figure B below, shall be provided along all other property boundaries not located along the Number Two Road right-of-way.
- D. All landscape buffers shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- E. Each platted single-family residential lot of record shall contain a minimum of one canopy or understory tree, located within in the front yard, selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees*, plus at least one other tree, located in the back yard. All other requirements for tree planting based on lot size under the Code of Ordinances shall remain in effect.
- F. A split-rail fence or opaque plank fence, of either wood or vinyl/synthetic construction, shall be installed along the Busby Road frontage, up to the southern curve of Number Two Road. The fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. Acceptable fence samples and placement for the standards herein are shown in **Exhibit F, Conceptual Fence Examples**, and *Figure 1 - 100-Foot East Buffer Planting and Fence*, **Exhibit G, Representative Sections**.
- G. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- H. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



- I. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of 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. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall consist of a minimum of two (2) boulevard-style primary access points, one (1) east-west boulevard from the South westernmost boundary, and one (1) north-south boulevard from the South westernmost corner, as reviewed by Lake County Public Works, and/or FDOT as applicable, and as shown on the **Conceptual Development Plan - Exhibit C** and **Representative Road Sections – Exhibit G**, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
- B. Main access points shall be constructed as a “boulevard-type” roadways, having a landscaped median area of at least eight (8) feet in width, and designed to allow emergency access vehicles room to maneuver. This will include left and right turn lanes exiting the property if required during site plan review. This entrance shall be

reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.

1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- D. Each required primary access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- E. Access from Watson Road and Busby Road shall be used for emergency access only and shall be gated in compliance with City of Leesburg emergency regulations.
- F. No access shall be provided onto Number Two Road.
- G. Alternative designs for signage, ground enclosure support, and bases of monument signs may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.
- H. Roadway interconnectivity shall be provided as shown on the **Conceptual Development Plan – Exhibit C**, and amended as needed in the site plan review process, to allow for connection points between this development and future development of adjacent properties.

8. **TRANSPORTATION IMPROVEMENTS**

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

- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO, or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development which are legally required by Lake County, the Lake-Sumter MPO, and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements. All roads within the development shall be constructed to meet the City of Leesburg's standards, ARTICLE VII – TECHNICAL STANDARDS of the Code of Ordinances, as amended.
- E. The Permittee shall be responsible for obtaining all necessary legally required Lake County and FDOT permits, as required, and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg shall not be responsible for the construction of any roads or transportation improvements.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the entrance road(s) and all internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

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

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas appliances in eighty percent (80%) of all single-family homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.

- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.
- H. All wet stormwater ponds greater than 0.5 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by a Homeowner's or Property Owners Association as applicable.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District

and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit, or 3.92 total acres, whichever is greater.

- B. Recreational requirements shall include at least two (2) primary active recreation areas, with one (1) to include a swimming pool and cabana with onsite parking. Other recreation areas shall include children's playground(s) with equipment, dog park area(s), and gazebos. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the maximum number of approved residential units.
 - 1) Retention parks shall be included in the design of the subdivision and shall be designed such that park areas, which may consist of dry retention areas, can be used as open fields, playgrounds or trails, as shown on the attached **Conceptual Site Plan, Exhibit C**.
 - 2) A walking/nature trail shall be constructed near the wetlands in the northeast corner of the development, as shown on the attached **Conceptual Site Plan, Exhibit C**.
- D. Other recreation areas may include such uses as outdoor cooking facilities such as grills, outdoor exercise equipment, youth playgrounds, tot lots, trail/boardwalk overlooks, gazebos, play courts, dog parks, or other similar uses which will meet the intent of this document.

14. **MAINTENANCE**

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association or property owner's association shall serve as an appropriate entity for all common properties within the development.

15. **DEVELOPMENT PHASING & IMPLEMENTATION**

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.
- C. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - 1. Projected Capacities
 - i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- D. Commitment of Capacity
 - 1. There are no previous commitments of any existing or planned excess capacity for this property.
- E. Ability to Provide Services
 - 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION**

Parcel ID Altkey: 1209358, 2887532, 2887541, 3355881, 1780136,
1780209, 1780225, 1812046, 1208769, 1030161, 1030170

PARCEL 1:

The Northwest 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, Lake County, Florida; and

Begin at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, in Lake County, Florida, run N.00°25'20"E. along the West line of the Northeast 1/4 of the Northeast 1/4 of Section 30, a distance of 50.00 feet; thence S.44°30'32"E., 70.79 feet to a point on the South line of the Northeast 1/4 of the Northeast 1/4 of Section 30; thence N.89°26'40"W., along the South line of the Northeast 1/4 of the Northeast 1/4 a distance of 50.00 feet to the Point of Beginning.

PARCEL 2:

Begin at the Northeast corner of Section 30, Township 20 South, Range 25 East, Lake County, Florida, run thence South 00°35'20" West along the East line of the Northeast 1/4 of said Section 30, a distance of 30.00 feet; thence North 89°26'40" West parallel with the North line of the Northeast 1/4, 17.00 feet; thence South 0°35'20" West, 638.24 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; thence South 89°26'40" East, 17.0 feet to the East line of said Northeast 1/4; thence South 0°35'20" west, 668.30 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4; thence North 89°26'40"w along the South line of the Northeast 1/4 of the Northeast 1/4, 338.29 feet; thence North 0°30'20" East, 1336.31 feet, more or less, to the North line of said Northeast 1/4; thence South 89°29'00" East, along said North line of Northeast 1/4 to the Point of Beginning . Less Road Right of Way.

AND

Also a part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida described as follows:

Begin at the Southeast corner of said Section 19, run thence North 89°29'00" West along the South line of the Southeast 1/4, 340.23 feet; thence North 0°30'20" East, 7.63 feet; thence South 88°11'55" East, 340.32 feet to the Point of Beginning . Less Road Right of Way.

PARCEL 3:

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, in Lake County, Florida, LESS the South 679.75 feet thereof;

AND

Beginning at the Southeast corner of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 19, Township 20, Range 25 East, in Lake County, Florida, run thence S.89°58'10"W., along the South line of said Section 19 a distance of 669.75 feet to the Southwest corner of the said West 1/2 of the East 1/2 of the Southeast 1/4; thence N.00°00'40"E., along the

West line of the East 1/2 of the Southeast 1/4 of said Section 19, a distance of 30 feet; thence S.88°12'02"E ., 670.03 feet to a point on the East line of the aforesaid West 1/2 of the East 1/2 of the Southeast 1/4 of said Section 19, thence S.00°03'40"E., 15.00 feet to the Point of Beginning.

..

PARCEL 4:

The East 1/2 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, LESS beginning at the Southeast corner of Section, run West to Southwest corner of the Southeast 1/4 of the Southeast 1/4, thence North 30 feet, thence Southeast to Point of Beginning, in Section 19, Township 20 South, Range 25 East, in Lake County, Florida. Less the East 40 feet for Road right of way.

PARCEL 5:

The Northwest 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida.

PARCEL 6:

The Southwest 1/4 of the Southeast 1/4 and the East 1/2 of Government Lot 4, in Section 19, Township 20 South, Range 25 East, Lake County, Florida

PARCEL 7:

The East 1/2 of Government Lot 3, the North 3/4 of the West 1/2 of Government Lot 3 and the South 330 feet of the East 330 feet of the West 1/2 of Government Lot 3, all in Section 19, Township 20 South, Range 25 East;

Together with Non-Exclusive Easements for Ingress and Egress over and across that part of the East 15 feet of the West 1/2 of the Northeast 1/4, of Section 30, Township 20 South, Range 25 East, lying between County Road No. 2-3021 and the North boundary line of said Section 30, the South 15 feet of the West 15 feet of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, and the East 15 feet and the North 15 feet of the Southwest 1/4 of Section 19, Township 20 South, Range 25 East, all in Lake County, Florida

PARCEL 8:

The West 329.31 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, Lake County, Florida.

AND

That part of the West 329.31 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida, lying South of the following described line: from the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 19, run Northerly along the West line thereof 30 feet to the point of beginning of said line; thence Southeasterly along said line to the Southeast corner of said Section 19 and the end of said line.



SILVER SPRINGS CITRUS • CONCEPTUAL MASTER PLAN

Legend:
■ Existing Wetland
■ Wetland Impacts
■ Preserved Wetlands
■ Stormwater (25%)*
■ Open Space

Legend:
■ SFD 145' x 300'
■ SFD 75' x 120'
■ SFD 60' x 120'

Legend:
■ Main Access
■ Emergency Access

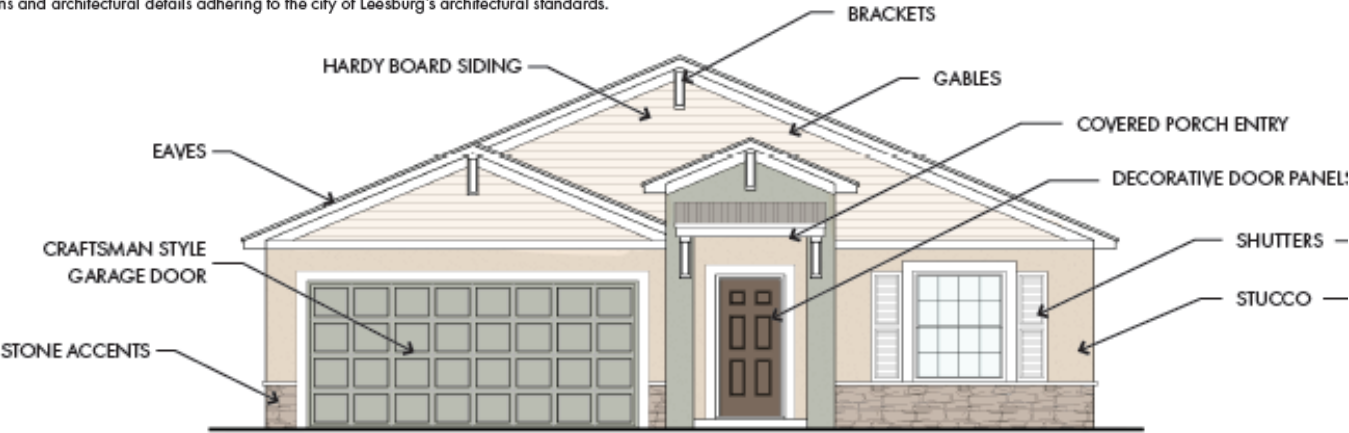
Legend:
■ Watson Road
■ Number 2 Road
■ Busby Road

Legend:
■ 100' Buffer
■ Power Easement
■ Pond
■ Wetland
■ Dog Park
■ Playground
■ Nature Trail
■ Access

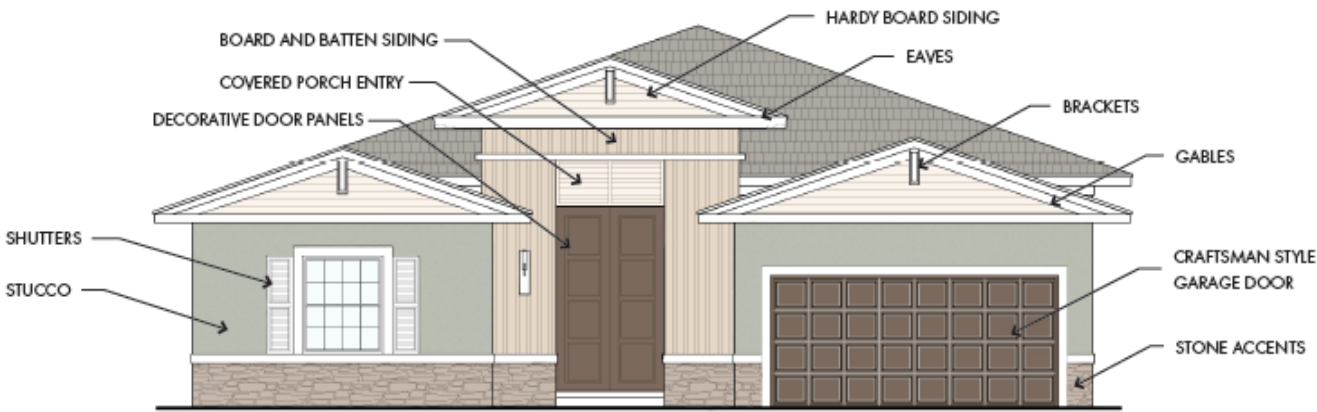
EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES

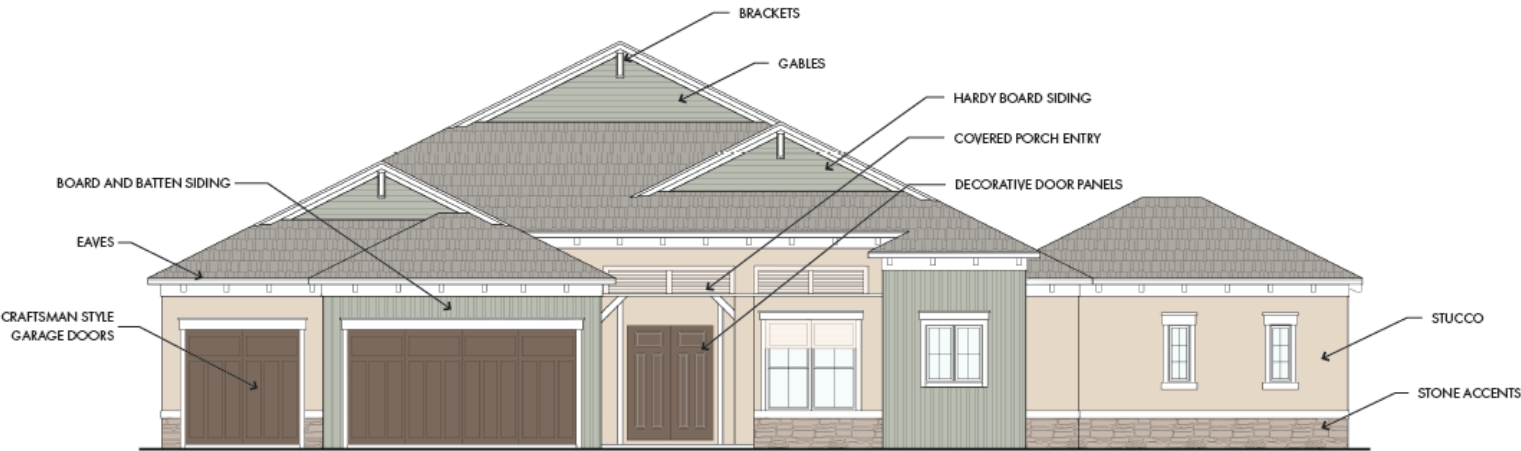
GENERAL NOTES:
A variety of architectural details and model types shall be provided to avoid monotonous appearances. Design principles demonstrated in the plans submitted will include a diversity in elevations and architectural details adhering to the city of Leesburg’s architectural standards.



50’ LOT PRODUCT



60’ LOT PRODUCT

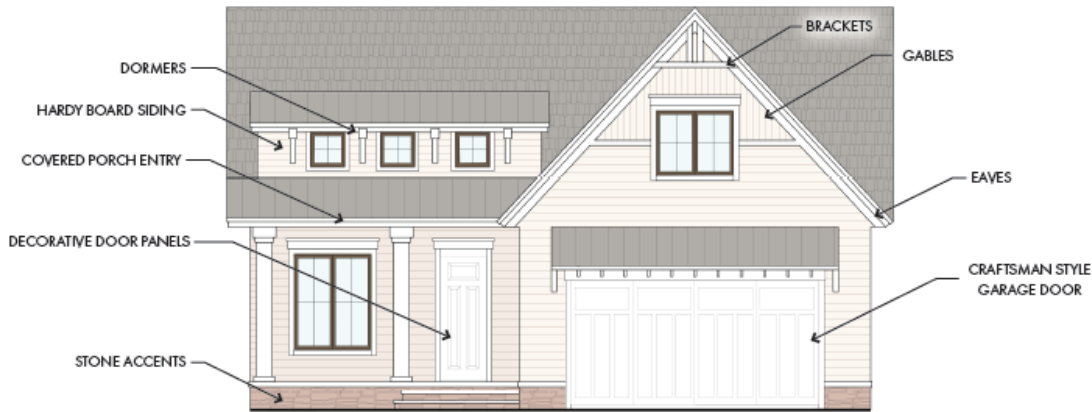


100’ LOT PRODUCT

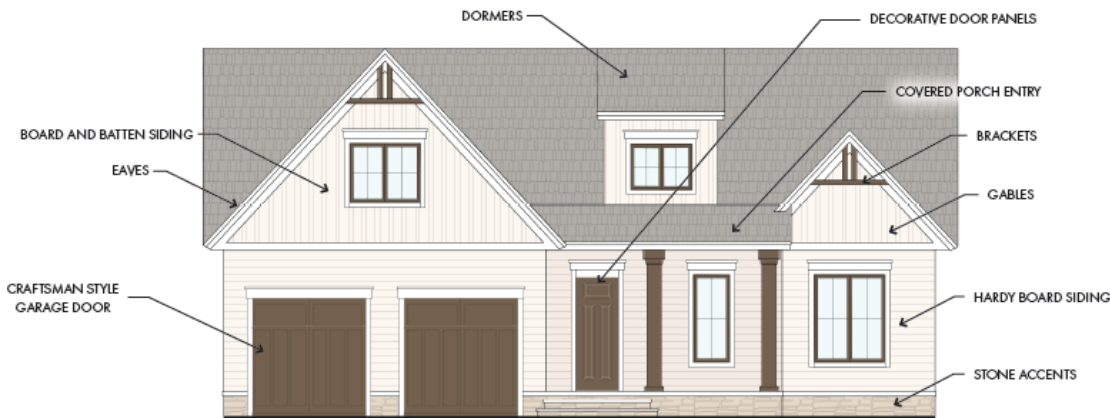
EXHIBIT D (CONT.D)

REPRESENTATIVE FAÇADE SAMPLES

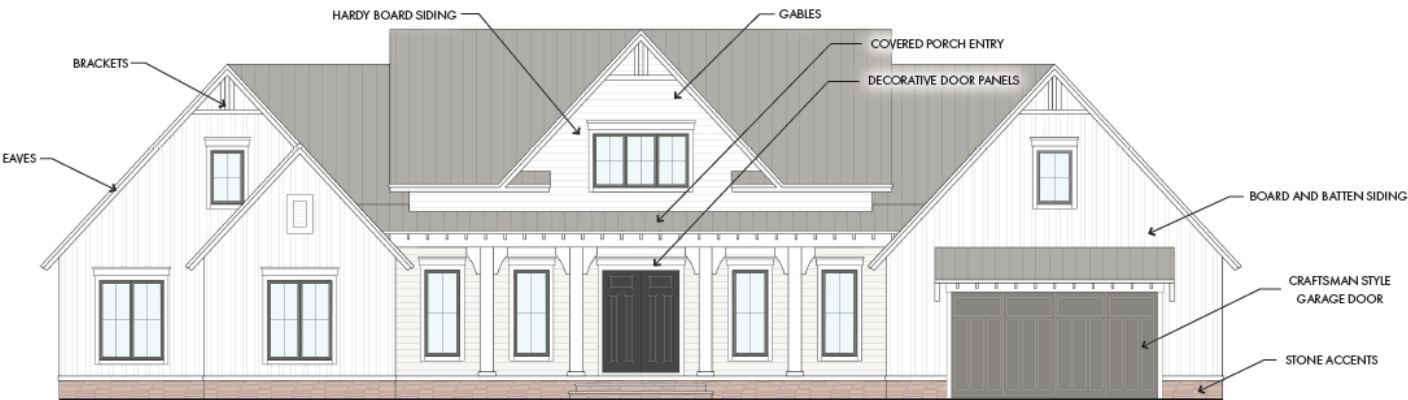
GENERAL NOTES:
A variety of architectural details and model types shall be provided to avoid monotonous appearances. Design principles demonstrated in the plans submitted will include a diversity in elevations and architectural details adhering to the city of Leesburg’s architectural standards.



50' LOT PRODUCT



60' LOT PRODUCT



145' LOT PRODUCT

TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Ciesin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

EXHIBIT F

CONCEPTUAL FENCE EXAMPLES



Figure 1 – Opaque vinyl fence

Example Source Courtesy of Bespoke Fence

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



Figure 2 – Split-rail fence

Example Source Courtesy of Superior Outdoor Products

<https://superiorplasticproducts.com/3-rail-vinyl-fence>

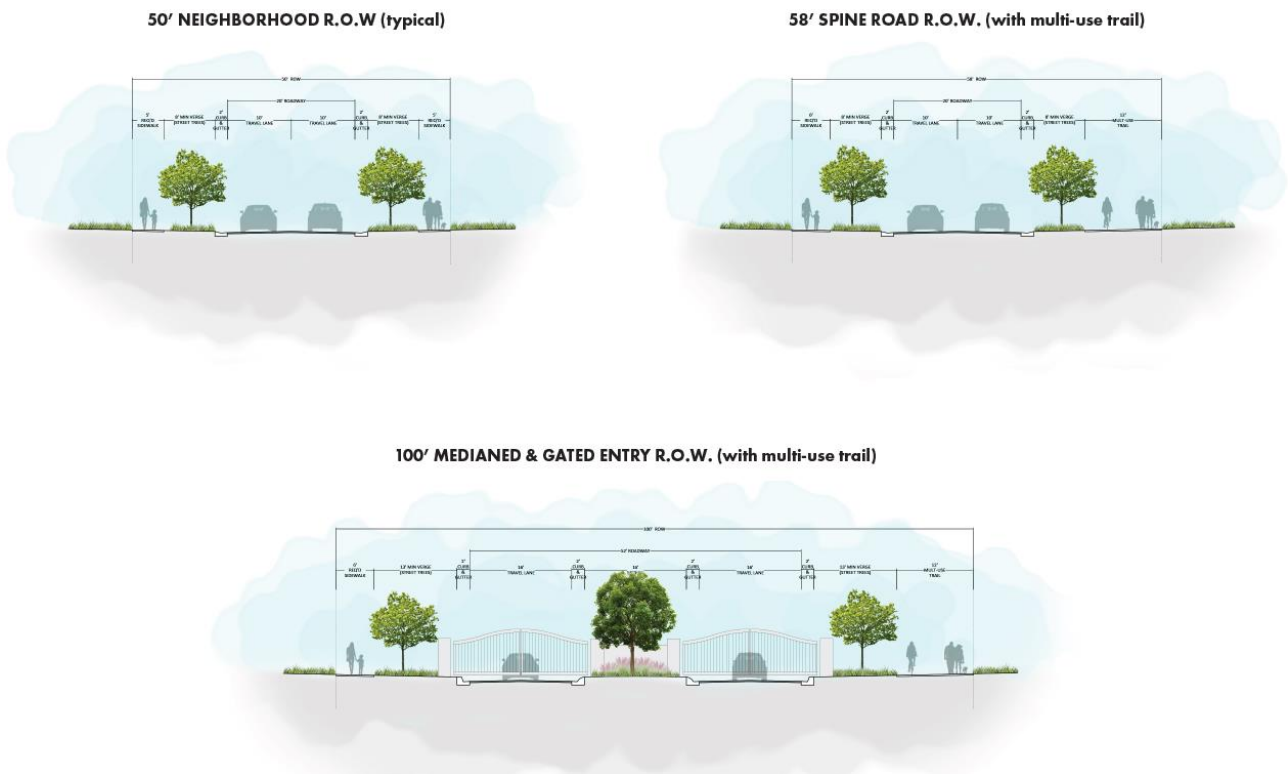
EXHIBIT G

REPRESENTATIVE SECTIONS

Figure 1 - 100-Foot East Buffer Planting and Fence



Figure 2 - Representative Road Sections



Silver Springs -- North of Busby Road, West of Number Two Road, South of Watson Road
ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

LEGAL DESCRIPTION

Parcel ID Altkey: 1209358, 2887532, 2887541, 3355881, 1780136,
1780209, 1780225, 1812046, 1208769, 1030161, 1030170

PARCEL 1:

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ANNX-24-38; LSCP-24-39; PUD-24-40
AK#: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Legal Description Provided by Applicant
Wednesday, June 5, 2024

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ANNX-24-38; LSCP-24-39; PUD-24-40
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Legal Description Provided by Applicant
Wednesday, June 5, 2024

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Together with Non-Exclusive Easements for Ingress and Egress over and across that part of the East 15 feet of the West 1/2 of the Northeast 1/4, of Section 30, Township 20 South, Range 25 East, lying between County Road No. 2-3021 and the North boundary line of said Section 30, the South 15 feet of the West 15 feet of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, and the East 15 feet and the North 15 feet of the Southwest 1/4 of Section 19, Township 20 South, Range 25 East, all in Lake County, Florida

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The West 329.31 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 20 South, Range 25 East, Lake County, Florida.

AND

That part of the West 329.31 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 20 South, Range 25 East, Lake County, Florida, lying South of the following described line: from the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 19, run Northerly along the West line thereof 30 feet to the point of beginning of said line; thence Southeasterly along said line to the Southeast corner of said Section 19 and the end of said line.

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

DATE: December 19, 2024

OWNER: RHV Edison Avenue, LLC/ EPC Holdings 938, LLC

PETITIONER: Tara Tedrow, Esq.

PROJECT: Silver Springs

REQUEST: Large-scale Comprehensive Plan amendment to City Estate Residential and Rezoning to City PUD.

CASE NO.: (ANNX-24-344); LSCP-24-345; PUD-24-346

GENERAL LOCATION: West of Number Two Road and north of Busby Road.

FUTURE LAND USE DESIGNATION: Lake County Rural

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Low Density, Rural Transition
South – Lake County Rural; City of Leesburg Neighborhood Mixed Use
East – Lake County Rural; City of Leesburg Neighborhood Mixed Use
West – Lake County Urban Low Density; City of Leesburg Neighborhood Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture) and CFD (Community Facility District)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County PUD (Planned Unit Development), A (Agriculture)
South – Lake County A (Agriculture); City of Leesburg PUD (Planned Unit Development)
East – Lake County A (Agriculture); City of Leesburg PUD (Planned Unit Development)
West – Lake County PUD (Planned Unit Development); City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage.

SURROUNDING LAND USE:

North – Residential; Residential Commons; Timber; Pasture Improved
South – Residential; Timber; Non-Agricultural Acreage
East – Timber; Residential; Non-Agricultural Acreage; Nursery
West – Residential; Residential Commons; Non-Agricultural Acreage

PROPOSED LAND USE: 825 single-family residences, comprised of 479 50' x 120' lots, 284 60' x 120' lots, 45 70' x 120' lots, and 17 145' x 300' lots, with accompanying amenities.

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

DATE: December 19, 2024
OWNER: RHV Edison Avenue, LLC/ EPC Holdings 938, LLC
PETITIONER: Tara Tedrow, Esq.
PROJECT: Silver Springs
REQUEST: Large-scale Comprehensive Plan amendment to City Estate Residential and Rezoning to City PUD.
CASE NO.: (ANNX-24-344); LSCP-24-345; PUD-24-346

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments provided.

FIRE

No comments provided.

ELECTRIC

This is outside Leesburg electric service territory. We have no objections. – Steve Davis, 10/30/2024.

GAS

Gas Department- No Comment – Wayne Williams, 10/30/2024

GIS

No comments provided.

BUILDING

No comments provided.

PUBLIC WORKS

No comments provided.

ADDRESSING

No comments provided.

HOUSING & REDEVELOPMENT

No comments provided.

LAKE COUNTY PUBLIC WORKS

No comments provided.

LAKE COUNTY SCHOOLS

This project would be subject to school concurrency review. Please have the applicant contact myself or Helen LaValley for more information. – Heather Croney, 10/30/2024

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)



May 31, 2024
Max Van Allen
Planner, Planning & Zoning Department
City of Leesburg
204 North 5th St.
Leesburg, FL 34748

Subject: Transportation Facilities Analysis (TFA) Review – Silver Springs Citrus

Dear Mr. Max,

WSP has reviewed the transportation facilities analysis that was prepared in support of the application to rezone the Silver Springs Citrus property and annex the site into the City of Leesburg. The site is located east of US 27 and west of Number 2 Road in the City of Leesburg, Florida. The current zoning designations for the property are Agricultural (A) and Community Facility District (CBD) within unincorporated Lake County. The proposed rezoning would change the designation to Planned Unit Development (PUD) within the City of Leesburg.

The transportation facilities analysis was reviewed for consistency with the Traffic Impact Study Methodology and Guidelines adopted by the City of Leesburg and Lake-Sumter MPO, Lake County Congestion Management Process (CMP) Database, Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition, and current traffic impact study best practices. The following list of comments is for your review and consideration.

1. **Table 4 (Existing Zoning):** Since fitted curve equation method was used to estimate trip generation, 'Rate' should be the fitted curve equation instead of a numerical value.
2. **Table 4 (Proposed Zoning):** Since fitted curve equation method was used to estimate trip generation, 'Rate' should be the fitted curve equation instead of a numerical value.
3. **Table 8:** Please explain why the deficient roadway segment (US 27/SR 25 from CR 48 to Plantation Boulevard.) should not be a concern for the rezoning application approval.
4. **TIA:** Please note that a comprehensive traffic impact analysis (TIA) is required if any of the proposed development is moved to the next phase, even after the PUD is approved.

Kind regards,
Md Sakoat Hossan, PhD, PE, PMP, PTOE, RSP₂₁



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: December 19, 2024
OWNER: RHV Edison Avenue, LLC/ EPC Holdings 938, LLC
PETITIONER: Tara Tedrow, Esq.
PROJECT: Silver Springs
REQUEST: Rezone from Lake County A (Agriculture) and CFD (Community Facility District) to City of Leesburg PUD (Planned Unit Development).
CASE NO.: PUD-24-346

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. The proposed request for a PUD (Planned Unit Development) zoning is compatible with the current surrounding zoning districts, including Lake County A (Agriculture), CFD (Community Facility District); and Leesburg PUD (Planned Unit Development)
2. The proposed request is compatible with the proposed Future Land Use designation of City of Leesburg Estate Residential, which is compatible with the current surrounding Future Land Use designations.
3. The proposed request, as conditioned in the PUD zoning agreement, does not appear to create a detriment to surrounding properties, based on the location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** the proposed rezoning from Lake County A (Agriculture) and CFD (Community Facility District) to City of Leesburg PUD (Planned Unit Development), as conditioned, and forward this recommendation to the City Commission for consideration.



Close up of Sign on Property from Watson Road.



Looking north across Watson Road.



Looking east along Watson Road.



Looking south into the subject property across Watson Road.



Looking west along Watson Road.



Close up of Sign on Property from Number 2 Road.



Looking north along Number 2 Road.



Looking east across Number 2 Road.



Looking south along Number 2 Road.



Looking west across Number 2 Road.

Silver Springs– (ANNX-24-38); LSCP-24-39; PUD-24-40; (ANNX-24-344); LSCP-24-345; PUD-24-346
Taken June 11, 2024



Close up of Sign on Property from Busby Road.



Looking north into the subject property across Busby Road.

Silver Springs– (ANNX-24-38); LSCP-24-39; PUD-24-40; (ANNX-24-344); LSCP-24-345; PUD-24-346
Taken June 11, 2024



Looking east along Watson Road.

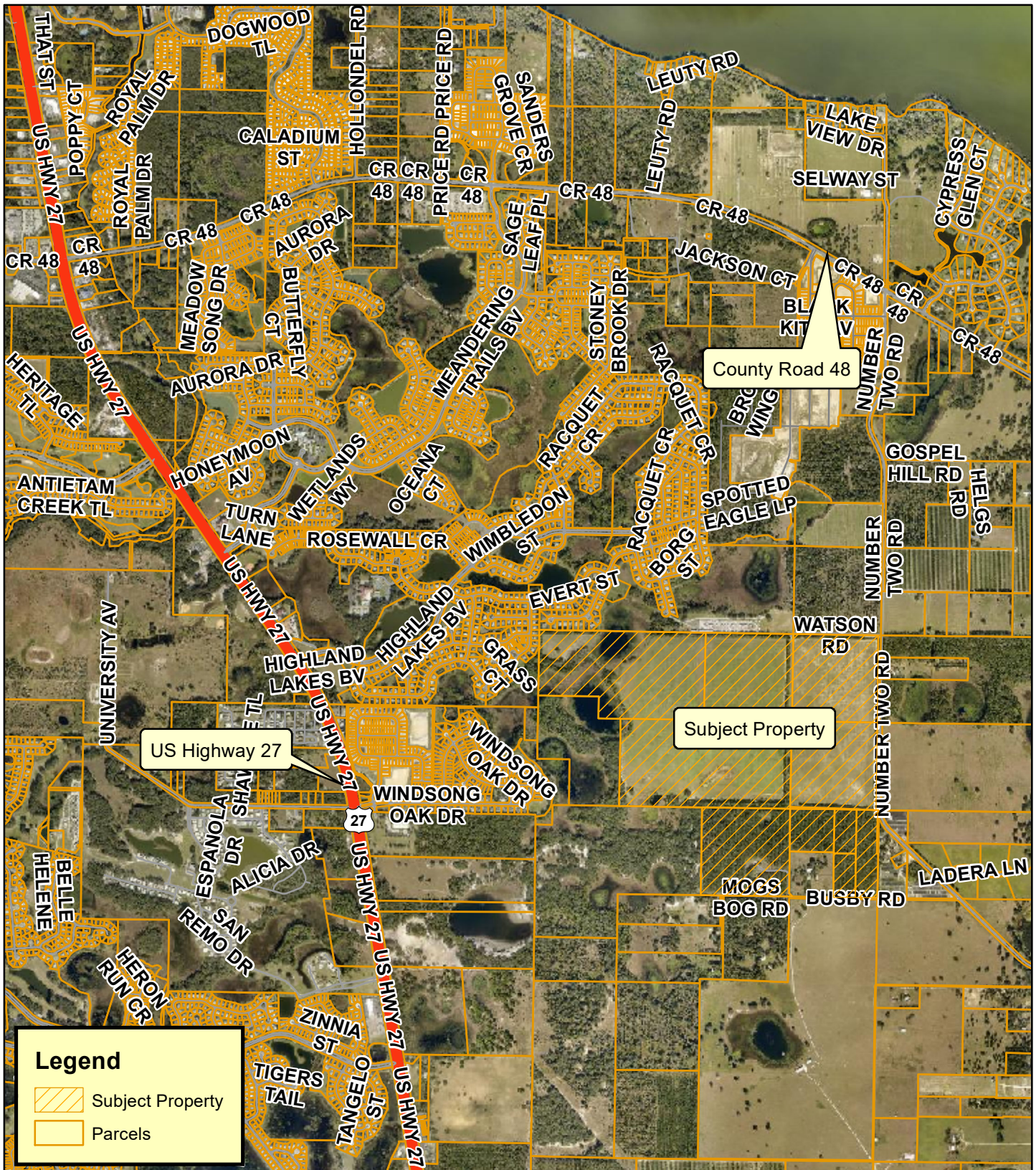


Looking south across Watson Road.

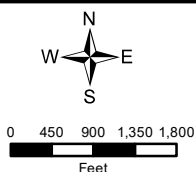


Looking west along Watson Road.

Extended Aerial

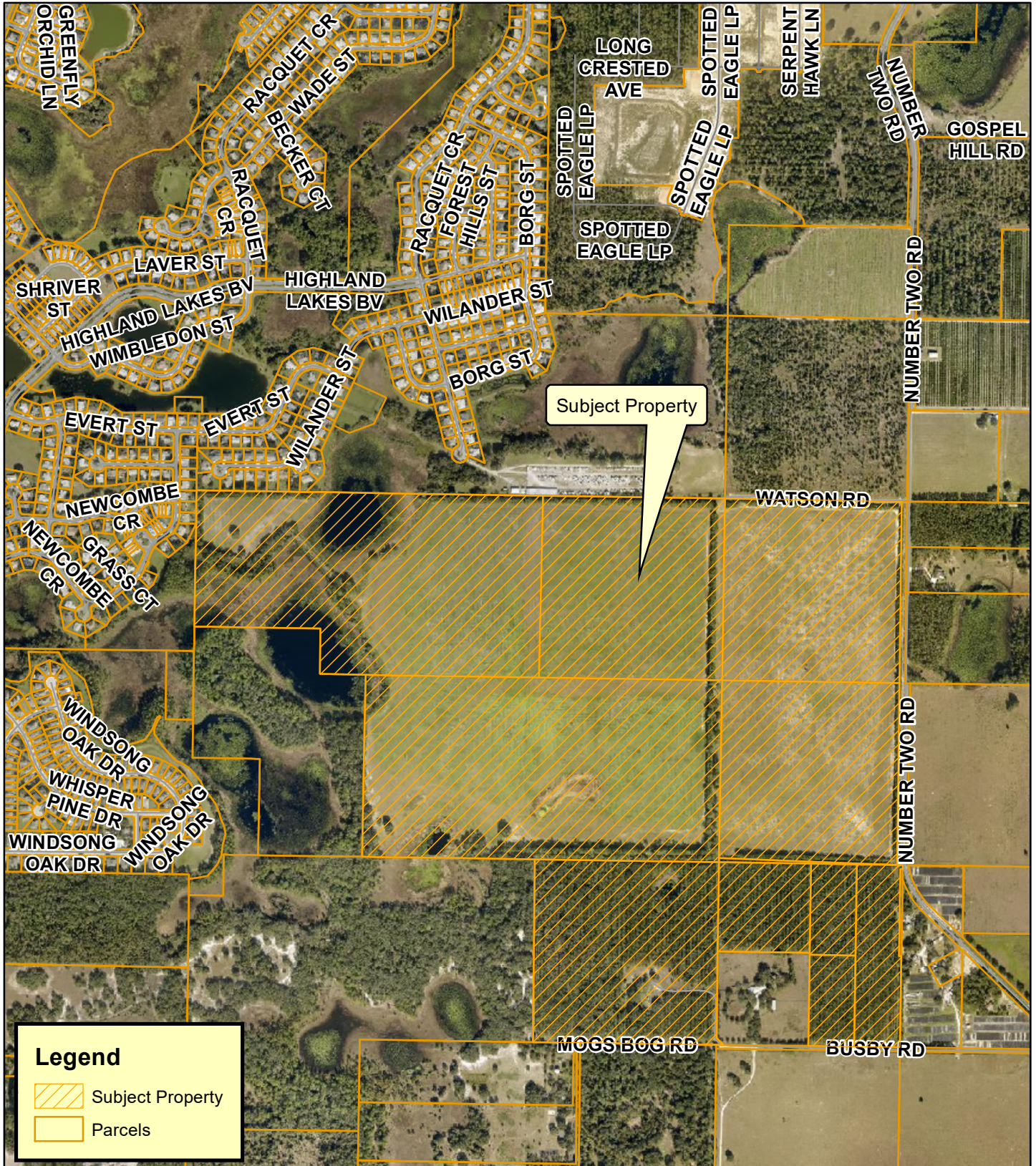


**Planning
& Zoning
Division**

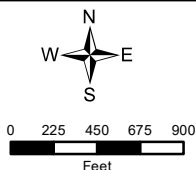


Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

Aerial

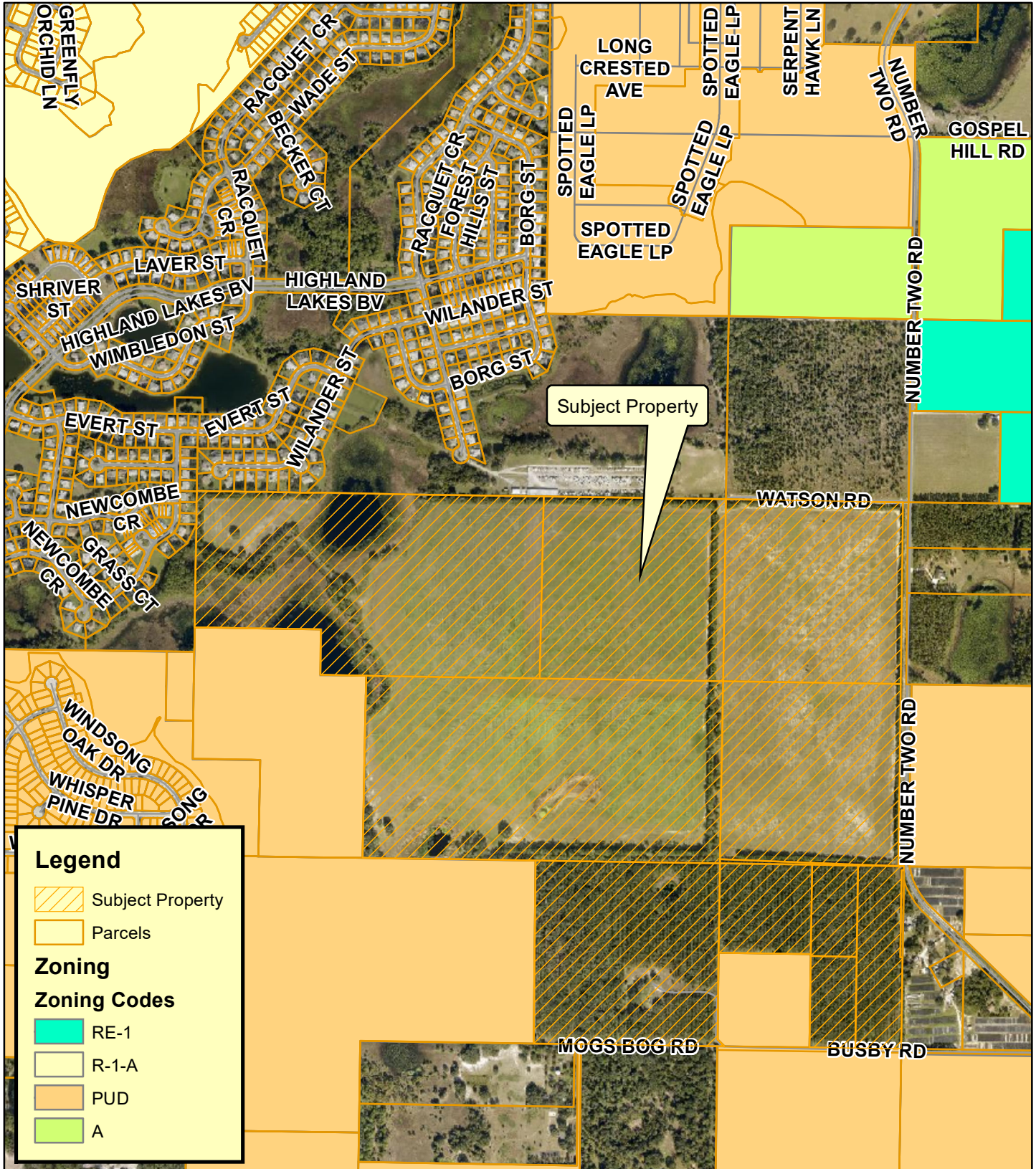


**Planning
& Zoning
Division**

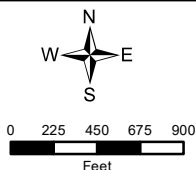


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 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

City of Leesburg Zoning

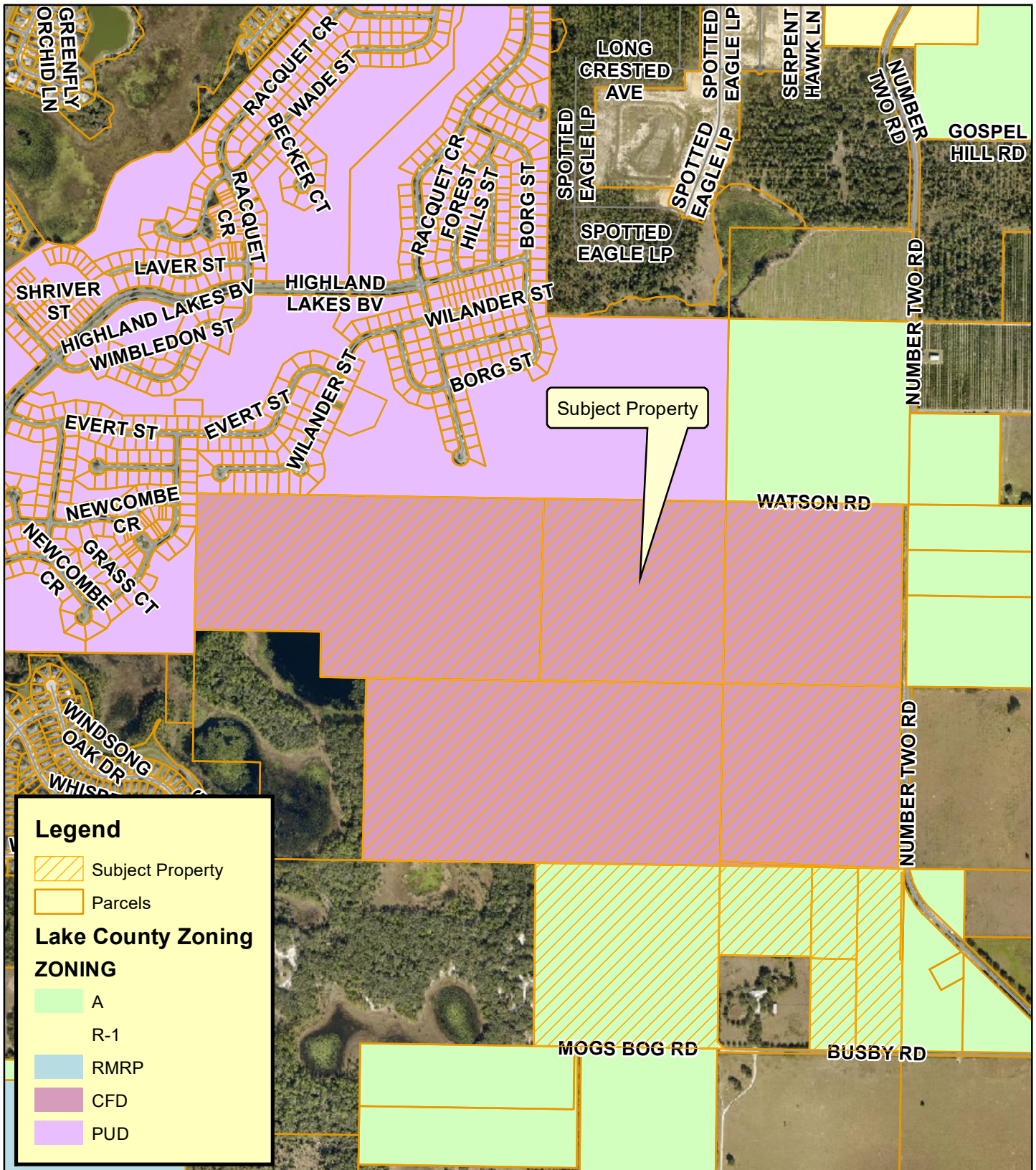


**Planning
& Zoning
Division**

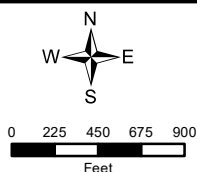


Silver Springs
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 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

Lake County Zoning

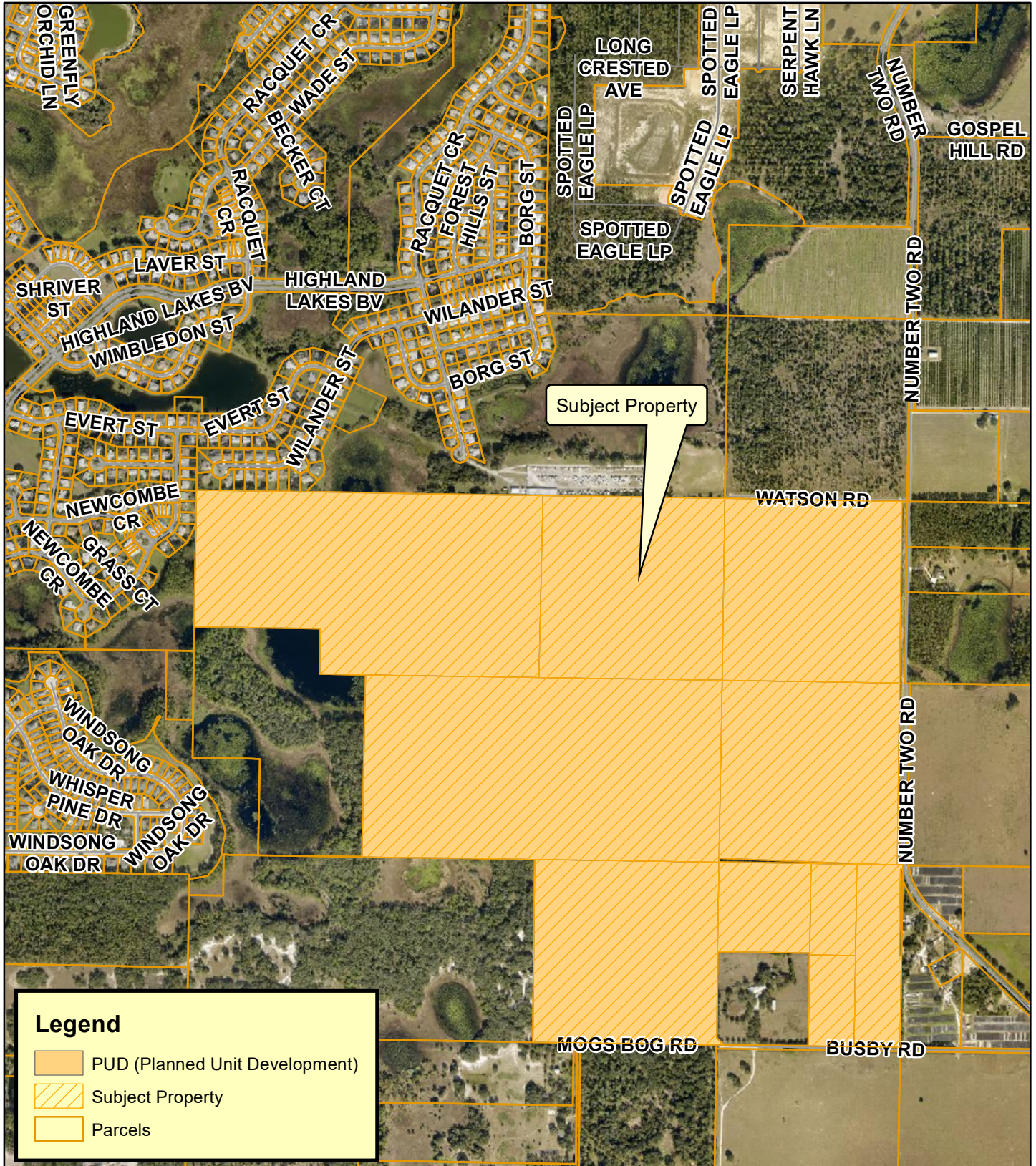


**Planning
& Zoning
Division**

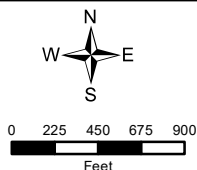


Silver Springs
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 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024

Proposed Zoning



**Planning
& Zoning
Division**

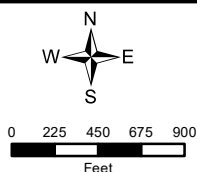


Silver Springs
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 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
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Surrounding Land Use

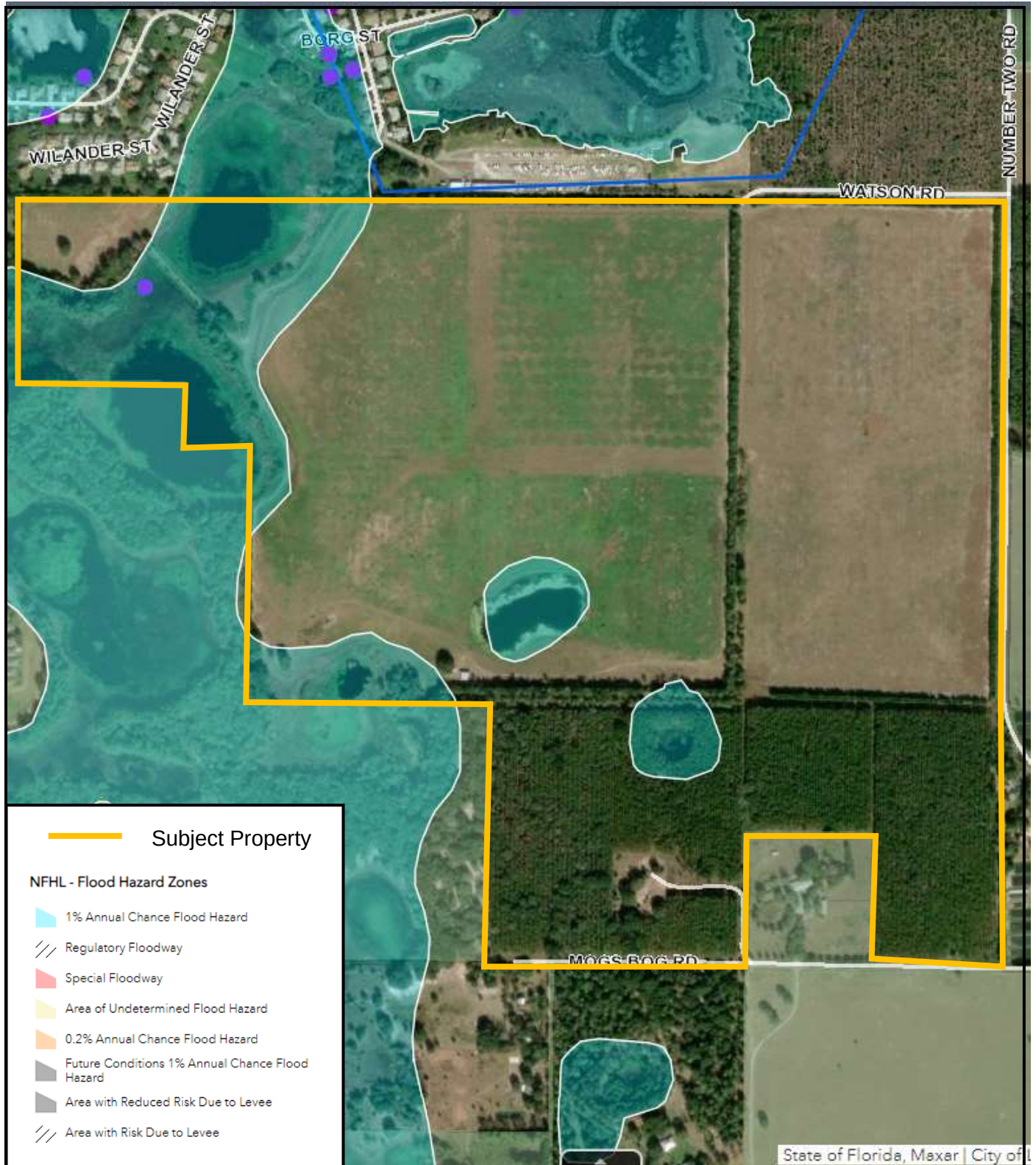


**Planning
& Zoning
Division**



Silver Springs
ANNX-24-344; LSCP-24-345; PUD-24-346
AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
2887532, 1208769, 1780136, 1780209, 1780225, 1812046
Sections 19 and 30, Township 25 South, Range 20 East
October 30, 2024

Flood Zone



**Planning
& Zoning
Division**



Silver Springs

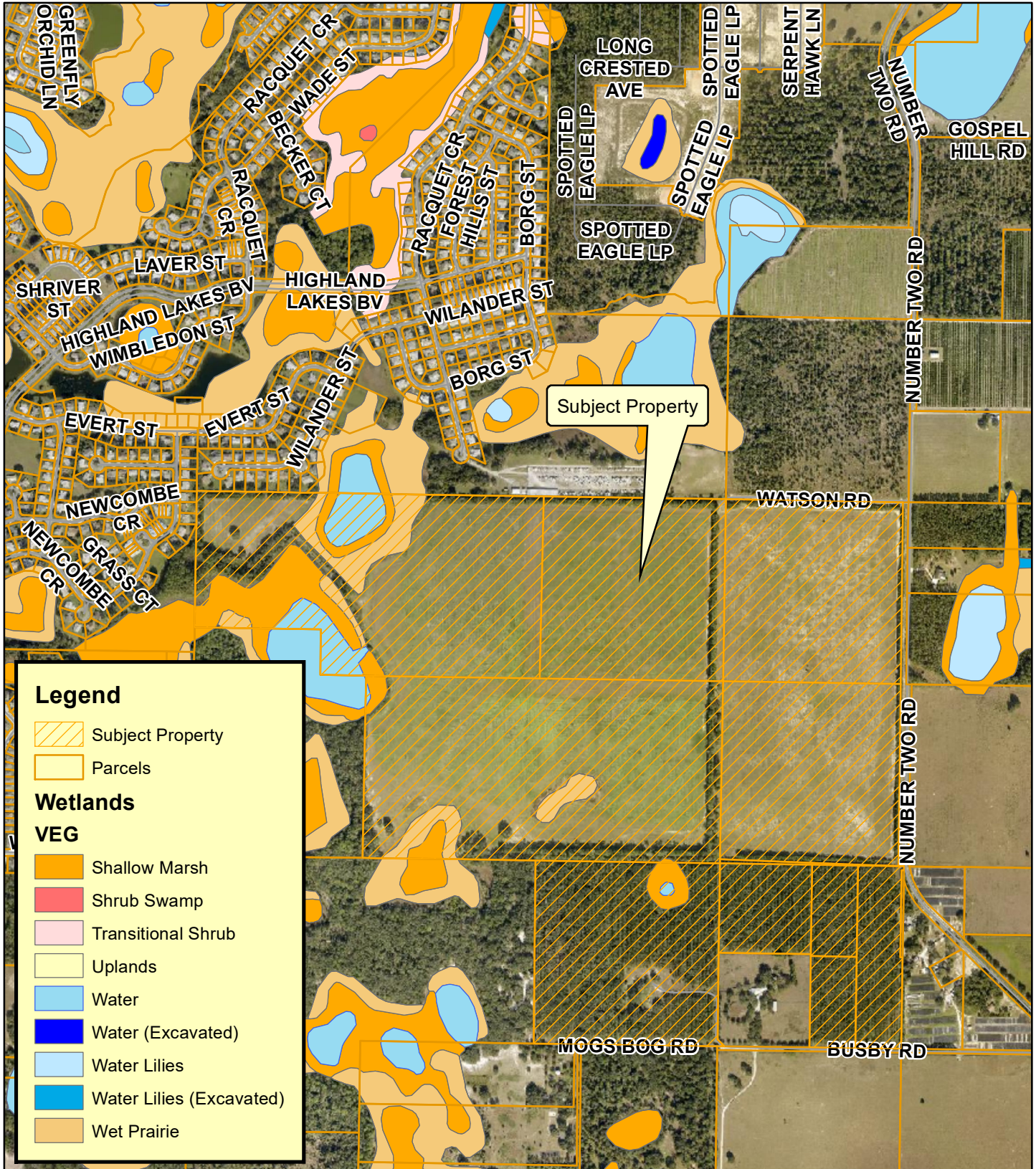
ANNX-24-344; LSCP-24-345; PUD-24-346

AK #: 1030161, 1030170, 1209358, 2887541, 3355881, 2887532, 1208769, 1780136, 1780209, 1780225, 1812046

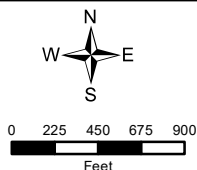
Sections 19 and 30, Township 25 South, Range 20 East

October 30, 2024

Wetlands



**Planning
& Zoning
Division**



Silver Springs
 ANN-24-344; LSCP-24-345; PUD-24-346
 AK #: 1030161, 1030170, 1209358, 2887541, 3355881,
 2887532, 1208769, 1780136, 1780209, 1780225, 1812046
 Sections 19 and 30, Township 25 South, Range 20 East
 October 30, 2024



SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, DECEMBER 19TH, 2024 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, December 19th, 2024, at City Hall.

Chairman Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Nathaniel Sanders – Vice-Chairman
Ted Bowersox
John O'Kelley
Stewart Kaplan
Ken Simeone

The following Commission member was absent:

Frazier Marshall
Ze'Shieca Carter
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Executive Assistant I, Kandi Harper, Deputy Director, Dianne Yekel, Senior Planner, and Max VanAllen, Planner. City Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

**MINUTES OF THE PLANNING COMMISSION MEETING FOR THURSDAY,
NOVEMBER 21ST, 2024.**

3) **PUBLIC HEARING CASE # LSCP-24-345 – SILVER SPRINGS – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 337 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF NUMBER TWO ROAD AND NORTH OF BUSBY ROAD, AS LEGALLY DESCRIBED IN SECTIONS 19 AND 30, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 27TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, MARCH 10TH, 2025)** (Silver Springs LSCP)

Chairman Sennett stated for the record to discuss both cases together and vote separately.

Dan Miller introduced case number #LSCP-24-345 – Silver Springs – Large Scale Comprehensive Plan Amendment and case number #PUD-24-346 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, and went over PUD requirements.

Max Van Allen, Planner utilized a power point presentation to demonstrate the area of the proposed site for the cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; from our City Electric; outside of our electric service area, otherwise no substantive comments from the City departments. Lake County School Board comments noted; comments read into the record. Lake County Public Works has no comments with the exception of emergency access; this project does not access on No. 2 Road; all the traffic would get directed back to US 27 and Public responses – no public responses; applicant has held neighborhood meetings from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

Dan Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Tara Tedrow at 215 North Eola Drive in Orlando, Florida on behalf of the applicant and went over access questions, gave a presentation of subject property; 338+/- acres of vacant land, in Lake County, community meetings; held on 4/17 & 6/12, no objections, additional residents; resubmitted plan; additional requests; accommodate those additional requests by

neighboring property owners, proposed projects, went over current Lake County FLU designation map, current Lake County Zoning map; community facility district and agriculture, responding to comments from neighbors; on No. 2 Road, current City of Leesburg zoning map, three requests, updated site plan details; agreed to add the large lots, 70' and 60' lots; response to direct neighbors/surrounding neighbors, one emergency access points; Busby road, two access points out of project sites, access on US 27; County standards; 60' ROW, pave out; County standards, developers; burden, street buffer view from No. 2 Road, updated elevations required facades for homes facing No. 2 Road, project compatibility; density lower, to the north 4:1; urban low FLU designation, existing entitlements; CFD Lake County zoning uses, permitting process; without Public Hearings consistency with the Comprehensive Plan; protect neighborhoods, and diversify housing, sustainable development, types of projective needs; met, positive Staff Recommendations; request that same recommendations; hear to answer any questions or comments from the Commission or Public.

Chairman Sennett if the Commission have any questions of the applicant.

Tara Tedrow addressed comments from Commission and stated they have communicated with Whispering Hills; not sure on projected ground breaking, built out the primary boulevard through Whispering Hills; road that their project will utilize, Whispering Hills site plan had multiple access locations, routed through one of the multiple areas; approval on time of site planning; depending on buildable access points, capacity analysis, Whispering Hills; PUD approved, signalized access going to 27, market; better, went over updated site plan map for clarification purposes; uses by right; current Zoning under Lake County; comparative analysis; proposing, professional office, assisted living facilities, colleges, and schools; allowed in Lake County; proposing something separate, recreation; included on site plan, amenity center, multiple green space area, trails; around wetlands, 5 green space park areas; depending on builder, requirements in the PUD, minimum amount of recreation space; went over site plan; 20 acres for trail; conservation space, CFD Zoning under Lake County and went over uses, allowed in Lake County; what's being proposed in this PUD.

Commissioners' and Dan Miller discussed if this project tied to the Windsong project; Dan Miller stated no, not that I know of, pictures of roads; improving roads, looks like dirt; need repair; Dan Miller stated the developer is responsible for cleaning up the road; if impacting, Lake County requirements, No. 2 Road; impacted in case of an emergency, ingress/egress, two accesses; merge to one; Dan Miller went over conceptual plan for clarification purposes, Whispering Hill communication, access to get through Whispering Hill development; limited access, a lot of traffic; one spot, traffic light; US 27, site plan presented; hospitals playgrounds, proposed current zoning; just houses, take away commercial; traffic, recreation area, parking spaces, park, assisted living; allowed/planned, and thanks representative for having those neighborhood meetings.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Chairman Sennett called for a vote on the third case.

Vice-Chairman Sanders made a motion for APPROVAL of case # LSCP-24-345 – SILVER SPRINGS – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Simeone	Yes

Six yeas, no nays, the Planning Commission approved case # LSCP-24-345 – SILVER SPRINGS – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT.

Chairman Sennett called for the fourth case under old business be brought forward.

4) **PUBLIC HEARING CASE # PUD-24-346 – SILVER SPRINGS – PLANNED UNIT DEVELOPMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 337 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) AND CFD (COMMUNITY FACILITY DISTRICT) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED WEST OF NUMBER TWO ROAD AND NORTH OF BUSBY ROAD, AS LEGALLY DESCRIBED IN SECTIONS 19 AND 30, TOWNSHIP 25 SOUTH, RANGE 20 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 27TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, MARCH 10TH, 2025)** (Silver Springs PUD)

Chairman Sennett called for a vote on the fourth case.

Vice-Chairman Sanders made a motion for APPROVAL of case # PUD-24-346 – SILVER SPRINGS – PLANNED UNIT DEVELOPMENT Commissioner Bowersox SECONDED the motion.

The roll call vote was:

Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Kaplan	Yes
Commissioner O’Kelley	Yes
Commissioner Simeone	Yes

Commissioner Sanders

Yes

Six years, no nays, the Planning Commission approved case # PUD-24-346 – SILVER SPRINGS – PLANNED UNIT DEVELOPMENT.

NEW BUSINESS

Chairman Sennett called for the first case under new business be brought forward.

1) **PUBLIC HEARING CASE # SSCP-24-339 – WAYNE STORAGE – SMALL SCALE COMPREHENSIVE PLAN MAP AMENDMENT**

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 6.52 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED SOUTH OF HICKORY HOLLOW ROAD, WEST OF COUNTY ROAD 44, AND NORTH AND SOUTH OF VARIETY TREE ROAD, AS LEGALLY DESCRIBED IN SECTION 03, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, FEBRUARY 10TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, FEBRUARY 24TH, 2025)** (Wayne Storage SSCP)

Chairman Sennett stated for the record to discuss both cases together and vote separately.

Dan Miller introduced case number #SSCP-24-339 – Wayne Storage – Small Scale Comprehensive Plan Map Amendment and case number #SPUD-24-340 Small Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, and staff recommendations.

Dan Miller gave a background and explanation of the subject property, location, zoning, requests, went over PUD; facades submitted.

Dianne Yekel, Senior Planner utilized a power point presentation to demonstrate the area of the proposed site for the case.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and Lake County School Board, from the City Departments; there were no substantive comments from the City Departments; from our City Electric, outside Leesburg Electric territory. Lake County School Board; no comments. Lake County Public Works comments; no comments at this time; applicant working with Lake County Public Works and Public responses – we received one disapproval and two more comments followed; comments; noted from the State of Florida and City of Leesburg notice requirements, posted signs, and newspaper.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.7.

Meeting Date: March 24, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 6.52 +/- acres; and being generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 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 5; and providing an effective date. (Wayne Storage ANNX)

Staff Recommendation:

The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 6.52 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 6.52 +/- acres, generally located northwest of County Road 44 and south of Hickory Hollow Road, as shown on the attached General Location Map. At this time, the property is vacant. The current zoning is Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is for the developer to utilize City utilities and codes. The proposal for a self-storage facility.

The property is surrounded by Lake County A (Agriculture), R-6 (Urban Residential District), CP (Planned Commercial), R-7 (Mixed Residential District) and City SPUD (Small Planned Unit Development). Under the conditions of the SPUD (Small Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along with the Planned Unit Development Application, was approved by the Planning Commission at the public hearing held on December 19, 2024.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 6.52 +/- ACRES; AND BEING GENERALLY LOCATED NORTHWEST OF COUNTY ROAD 44 AND SOUTH OF HICKORY HOLLOW ROAD, LYING IN SECTION 03, TOWNSHIP 19 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 5; AND PROVIDING AN EFFECTIVE DATE. (WAYNE STORAGE ANNX)

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

Section 1.

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

**Legal Description
(See Exhibit A);**

Section 2.

All 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 here by is assigned to City Commission District 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesternly of the Northwesternly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesternly right of way of Highway No. 44, said point hereby designated as Point "A", return to the point of beginning, and run North 89°56'26" East. 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesternly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

LESS AND EXCEPT:

A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

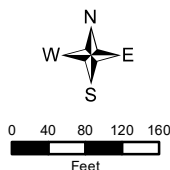
Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Aerial



**Planning
& Zoning
Division**

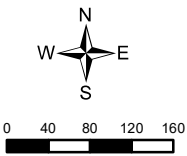


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Proposed Zoning

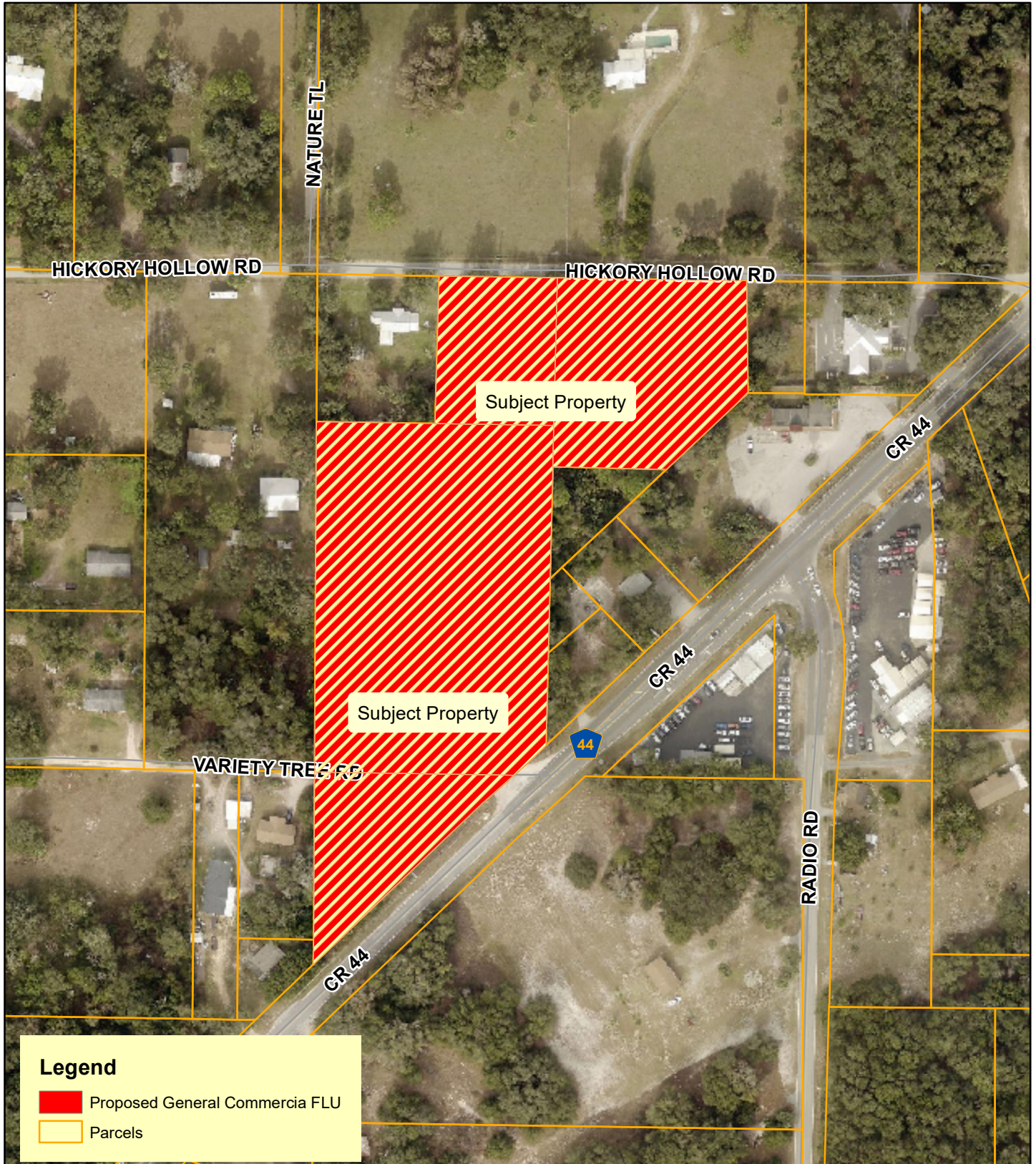


**Planning
& Zoning
Division**

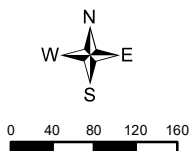


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

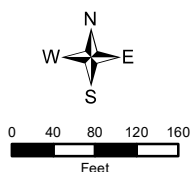


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

Surrounding Land Use



**Planning
& Zoning
Division**

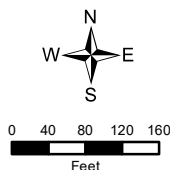


Wayne Storage
 ANN-24-338, SSCP-24-339, SPUD-24-340
 AK#s 2537001, 1177189, 1177189, 3701232
 Section 03, Township 19, Range 25 East
 November 6, 2024

Wetlands & Flood Zone

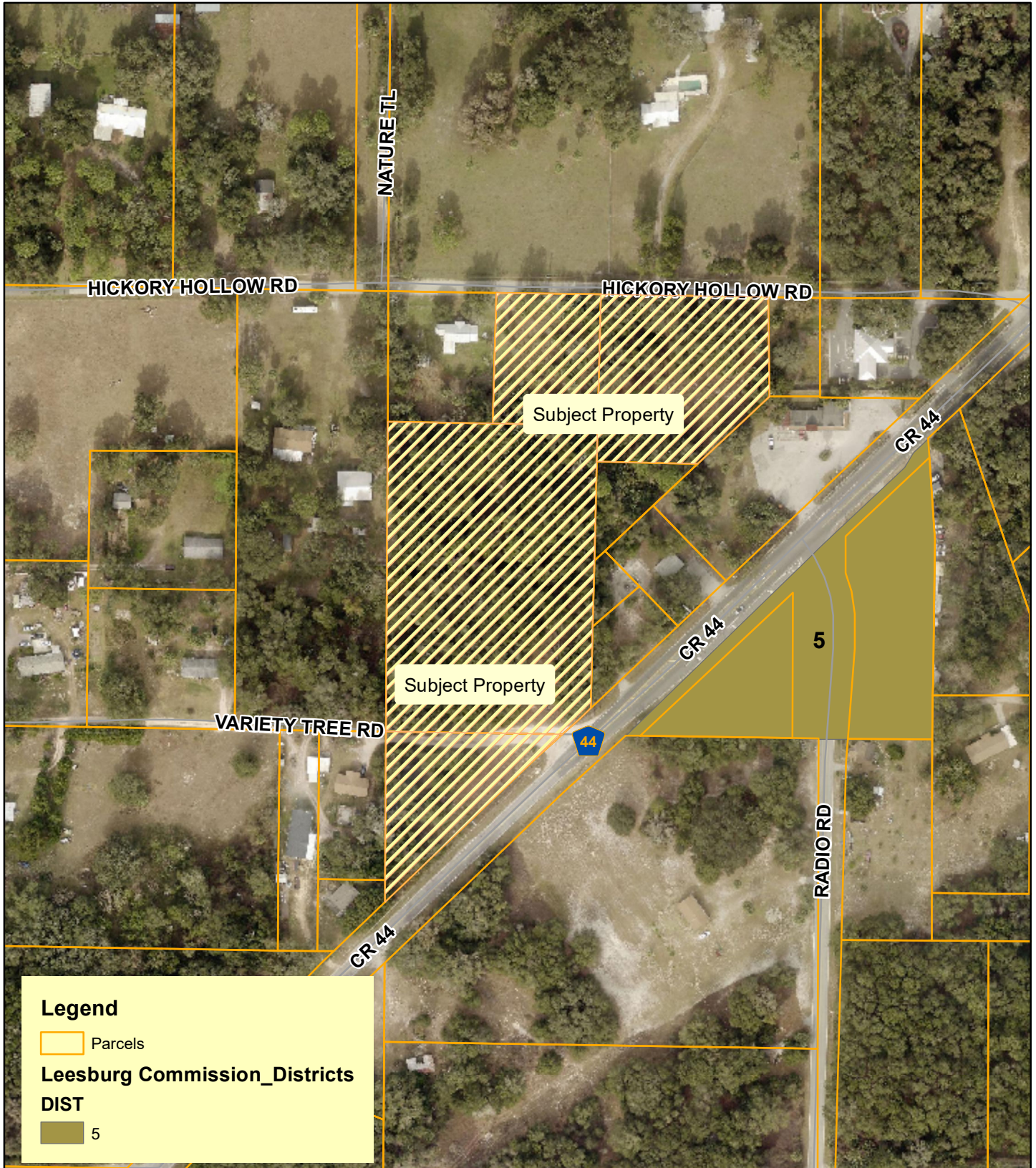


**Planning
& Zoning
Division**

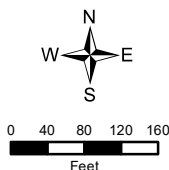


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Commission District



**Planning
& Zoning
Division**



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

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

GENERAL LOCATION: Northwest of County Road 44 and south of Hickory Hollow Rd

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Urban Low Density, Regional Commercial
East – Lake County Rural Transition; City of Leesburg General Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District), A (Agriculture), and CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-6 (Urban Residential District)
South – Lake County A (Agriculture), CP (Planned Commercial)
East – Lake County A (Agriculture); CP (Planned Commercial), City of Leesburg SPUD (Small Planned Unit Development)
West – Lake County A (Agriculture), R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Single Family
South – Vacant Residential, Vacant Gov't Municipal, Vacant Residential, Manufactured Home
East – Vacant Commercial, Retail, Vacant Residential, Vacant Gov't Municipal, Auto Sales/Storage
West – Single-Family, Manufactured Home

PROPOSED LAND USE: Self-Storage Facility

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.8.

Meeting Date: March 24, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 6.52 +/- acres from Lake County Rural Transition to City of Leesburg General Commercial, for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage SSCP)

Staff Recommendation:

The Planning & Zoning Staff recommend approval of the proposed small-scale comp plan amendment of the City's Future Land Use Map on 6.52 +/- acres from Lake County Rural Transition to City of Leesburg General Commercial.

Analysis:

The project site is approximately 6.52 acres. The property is generally located northwest of County Road 44 and south of Hickory Hollow Road. Currently, the property is vacant. The proposed use is for a self-storage facility. The surrounding Future Land Use Map designations of Lake County Rural Transition, Urban Low Density, Regional Commercial and City General Commercial are compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by 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 December 19, 2024, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small-scale comprehensive plan amendment from Lake County Rural Transition to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

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.

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 6.52 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED NORTHWEST OF COUNTY ROAD 44 AND SOUTH OF HICKORY HOLLOW ROAD, LYING IN SECTION 03, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WAYNE STORAGE SSCP)

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

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

NOW, THEREFORE,

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

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on 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 6.52 acres of land generally located northwest of County Road 44 and south of Hickory Hollow Road from Lake County Rural Transition to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 03, Township 19 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 the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

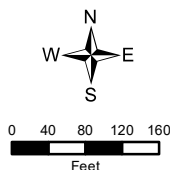
ATTEST:

City Clerk

Aerial



**Planning
& Zoning
Division**



Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Legal Description

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesterly of the Northwesterly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesterly right of way of Highway No. 44, said point hereby designated as Point "A", return to the point of beginning, and run North 89°56'26" East. 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesterly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

LESS AND EXCEPT:

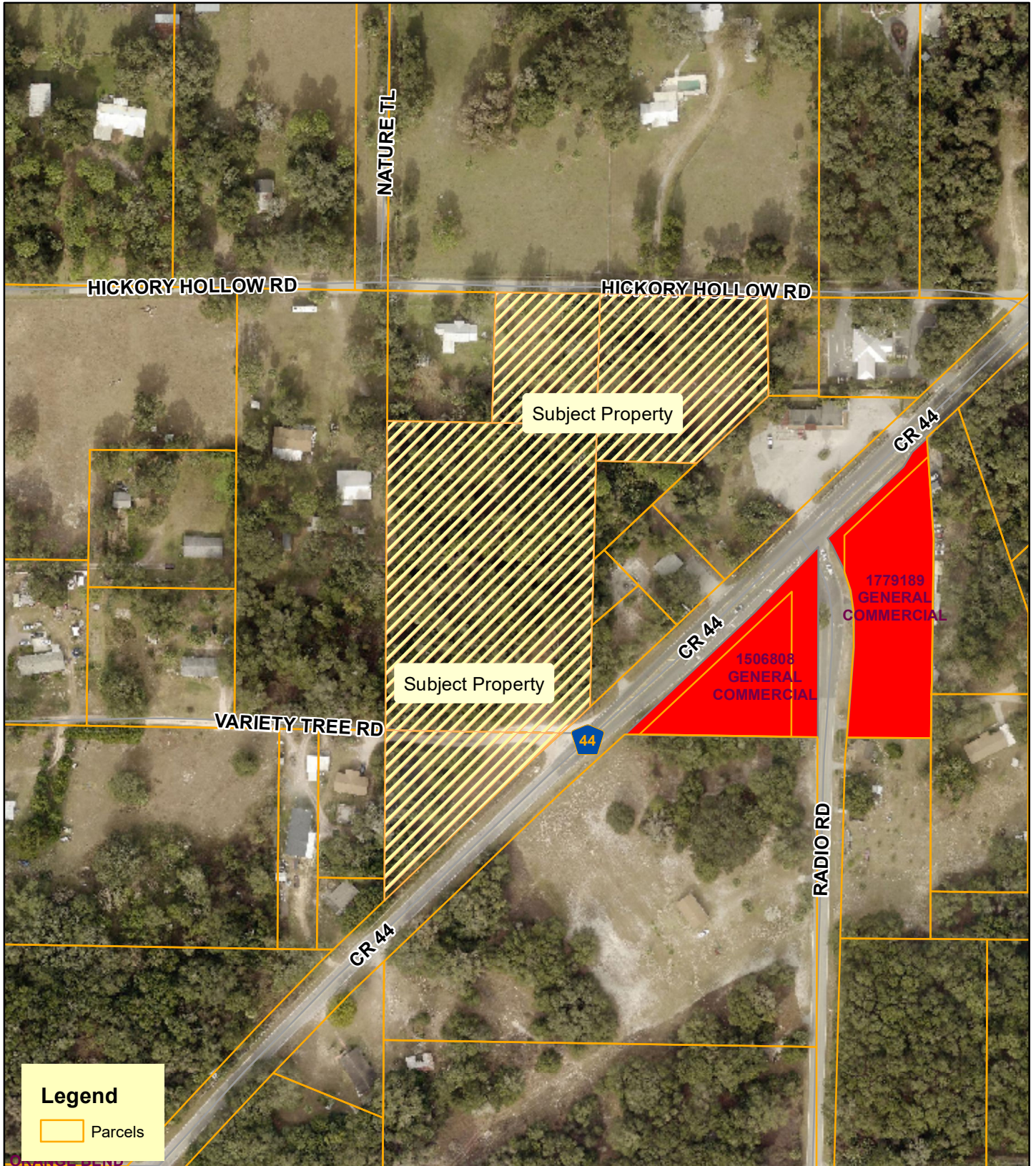
A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

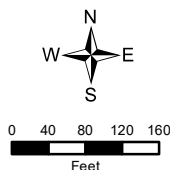
Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Future Land Use

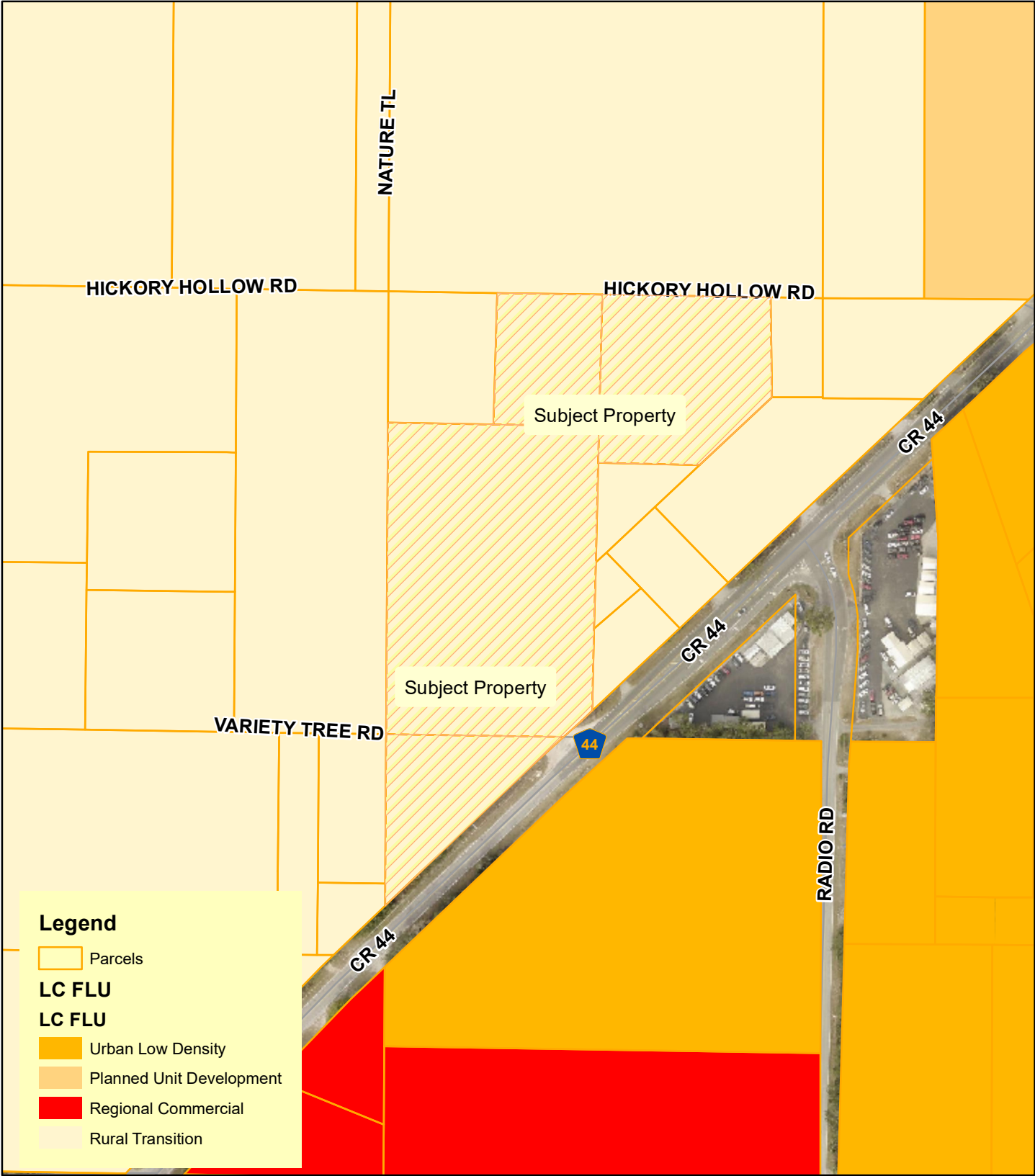


**Planning
& Zoning
Division**

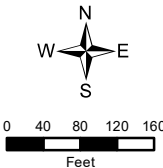


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Lake County Future Land Use

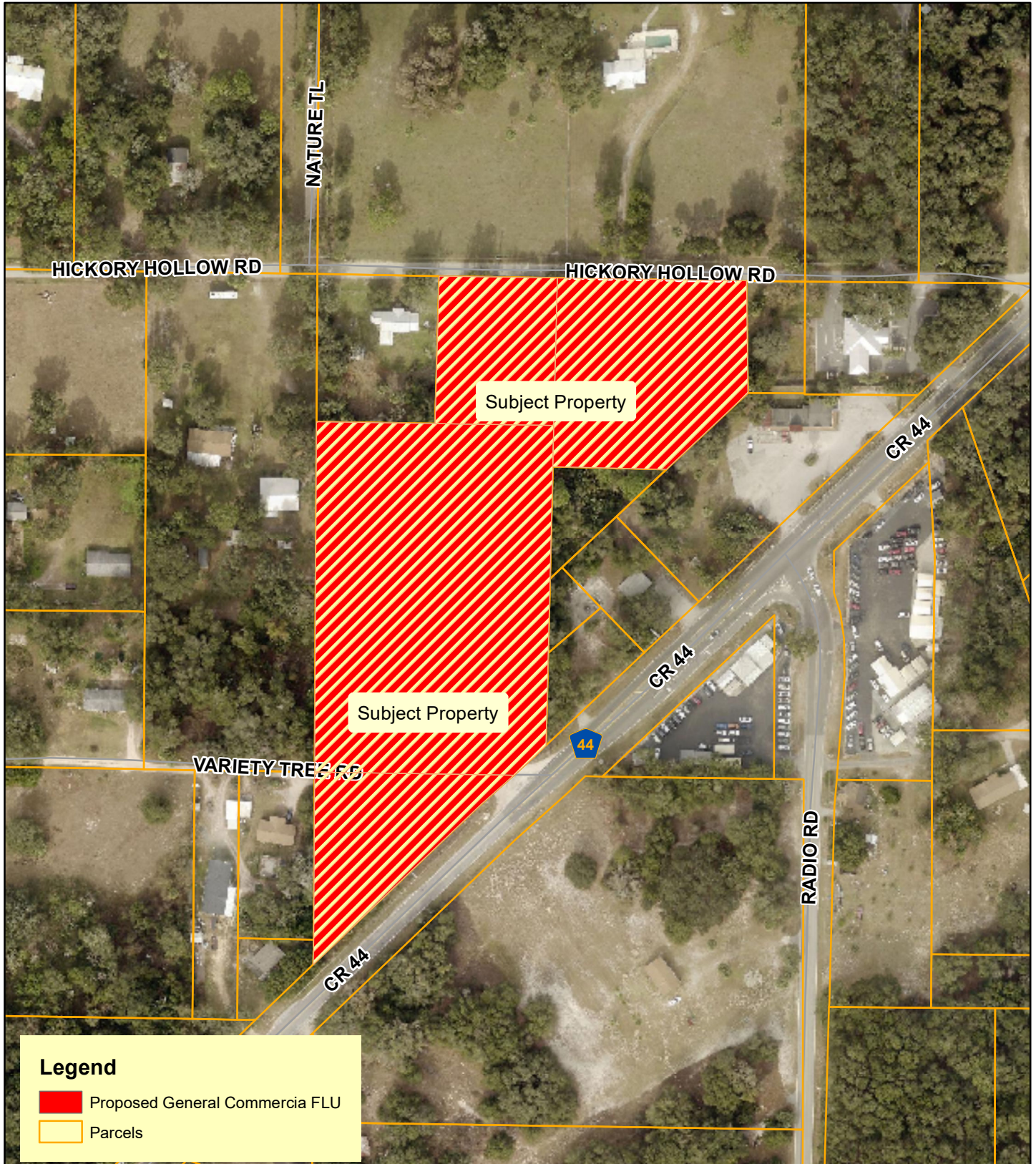


**Planning
& Zoning
Division**

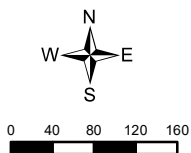


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**



Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

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

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

GENERAL LOCATION: Northwest of County Road 44 and south of Hickory Hollow Rd

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Urban Low Density, Regional Commercial
East – Lake County Rural Transition; City of Leesburg General Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District), A (Agriculture), and CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-6 (Urban Residential District)
South – Lake County A (Agriculture), CP (Planned Commercial)
East – Lake County A (Agriculture); CP (Planned Commercial), City of Leesburg SPUD (Small Planned Unit Development)
West – Lake County A (Agriculture), R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Single Family
South – Vacant Residential, Vacant Gov't Municipal, Vacant Residential, Manufactured Home
East – Vacant Commercial, Retail, Vacant Residential, Vacant Gov't Municipal, Auto Sales/Storage
West – Single-Family, Manufactured Home

PROPOSED LAND USE: Self-Storage Facility

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

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/18/24

FIRE

In reference to Case Number SSCO-24-339; SPUD-24-340

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCO-24-339; SPUD-24-340 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson – 12/12/2024

ELECTRIC

“This is outside of Leesburg Electric Territory. No objections.” Steve Davis 11/25/2024

GAS

“No comment.” Wayne Williams 11/25/2024

GIS

No comments received as of 12/18/24

BUILDING

Wayne Storage – SSCP-24-339, SPUD-24-340

No comments received as of 12/18/24

PUBLIC WORKS

No comments received as of 12/18/24

ADDRESSING

No comments received as of 12/18/24

ECONOMIC DEVELOPMENT

No comments received as of 12/18/24

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/18/24

LAKE COUNTY SCHOOLS

“No comment.” Heather Croney 11/25/2024

PUBLIC RESPONSES

Approval

No comments received as of 12/18/24

Disapproval

The proposed zoning changes affect 2 of the 4 sides of my residential property and would affect 3 of the 4 sides of my property if this request permits Wayne Storage to use the Hickory Hollow Road frontage as part of their commercial business access. I understand that Wayne Structures, LLC has already purchased multiple vacant properties currently with different zoning of R-6 Urban Residential District and Agriculture with the intention of running a storage business. I hope notifying me/reaching out to me this late in the game is with good intention and just not a rubber stamp on some approval process they may have already been promised the outcome.

I would like to first request whoever is making decisions regarding this requested change, **to first physically visit my property** and put their own eyes on what is there now (satellite photos will not do it justice) and see how this proposal will affect my beautiful home/investment, views, setting and future residential home value. It is currently zoned residential and agricultural across the street there on Hickory Hollow. I imagine this proposal will become a widespread view of abandoned boats and RV's parked there to rot as I see at every commercial storage business. Please see the 2 photos below/attached. These were taken this morning as an example.

- My property is residential and is on a ground well for its water source. Has the EPA completed a study yet regarding the impact on how these abandoned RV's and Boats both leaking oil and gasoline into the soil will negatively affect my drinking water?

- Hickory Hollow Road is currently not maintained by the City of Leesburg or Lake County; it is currently privately maintained as the width of the road was created by donated land from my lot and others along that road to provide residential easement access to the residential neighborhood at the end of the street. Hickory Hollow Rd is not built for commercial use; it is barely getting by for residential use with its sub-standard narrow width and short life asphalt makeup.
- If this proposal somehow makes it through the approval process, the only way it won't significantly negatively affect the future resale value of my single-family home and property is if the proposed plan incorporates all required protected greenspace and existing trees or newly planted trees to run in a significant width/depth from property line along both bordering property lines of my residential lot. That would allow me to continue to view greenspace and trees rather than abandoned Boats and RV's for the rest of time. Again, see below/attached photos of poorly planned storage. I would also appreciate the consideration/requirement of a 10-foot high solid wall at the edge of where their usable storage space would begin to help with both my affected view, added commercial noise pollution, and for the security of both their buildings, stored assets and my asset.

Please acknowledge receipt of this letter/email.

Sincerely,

Steve Clark

[9844 Hickory Hollow Road, Leesburg, FL 34788](#)

Steve Clark

Charles Rutenberg Realty

Residential and Investment

407-803-2239



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: December 19, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to General Commercial
CASE NO.: SSCP-24-339

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use designation of General Commercial is compatible with the adjacent Future Land Use designations of Lake County Rural Transition, Urban Low Density, Regional Commercial, and City General Commercial.
3. The proposed request is compatible with the proposed zoning of SPUD (Small Planned Unit Development) for a self-storage facility.
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small-Scale Comprehensive Plan amendment from Lake County Rural Transition to City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.9.

Meeting Date: March 24, 2025

From: Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 6.52 +/- acres from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a self-storage facility for a property generally located northwest of County Road 44 and south of Hickory Hollow Road, lying in Section 03, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Wayne Storage PUD)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development) to allow for a self-storage facility.

Analysis:

The project site is approximately 6.52 +/- acres, and is generally located northwest of County Road 44 and south of Hickory Hollow Road as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a self-storage facility. The existing land uses surrounding the property are pasture improved, single family, vacant commercial, retail, vacant residential, vacant government municipal, auto sales/storage, and manufactured home. City of Leesburg utilities are available nearby.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 6.52 +/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL DISTRICT), A (AGRICULTURE) AND CP (PLANNED COMMERCIAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A SELF-STORAGE FACILITY FOR A PROPERTY GENERALLY LOCATED NORTHWEST OF COUNTY ROAD 44 AND SOUTH OF HICKORY HOLLOW ROAD, LYING IN SECTION 03, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (WAYNE STORAGE PUD)

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

Section 1.

Based upon the petition of Danika Oliverio (Agent) for Wayne Structures, LLC, for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential District), A (Agriculture) and CP (Planned Commercial) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

**Legal Description
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of March 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Legal Description

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesterly of the Northwesterly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesterly right of way of Highway No. 44, said point hereby designated as Point "A", return to the point of beginning, and run North 89°56'26" East. 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesterly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

LESS AND EXCEPT:

A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

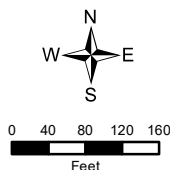
Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Aerial

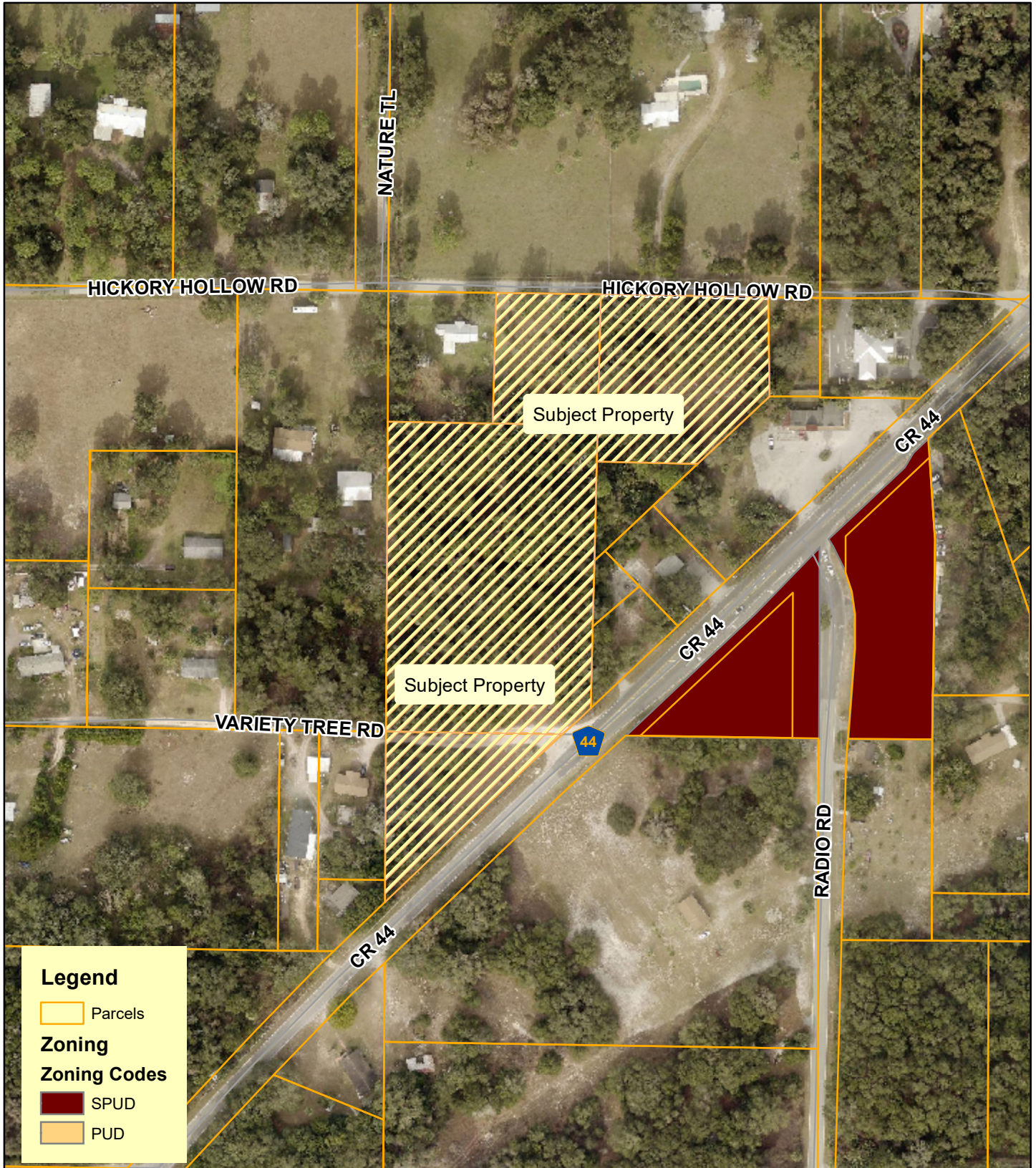


**Planning
& Zoning
Division**

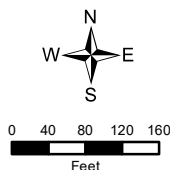


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Zoning

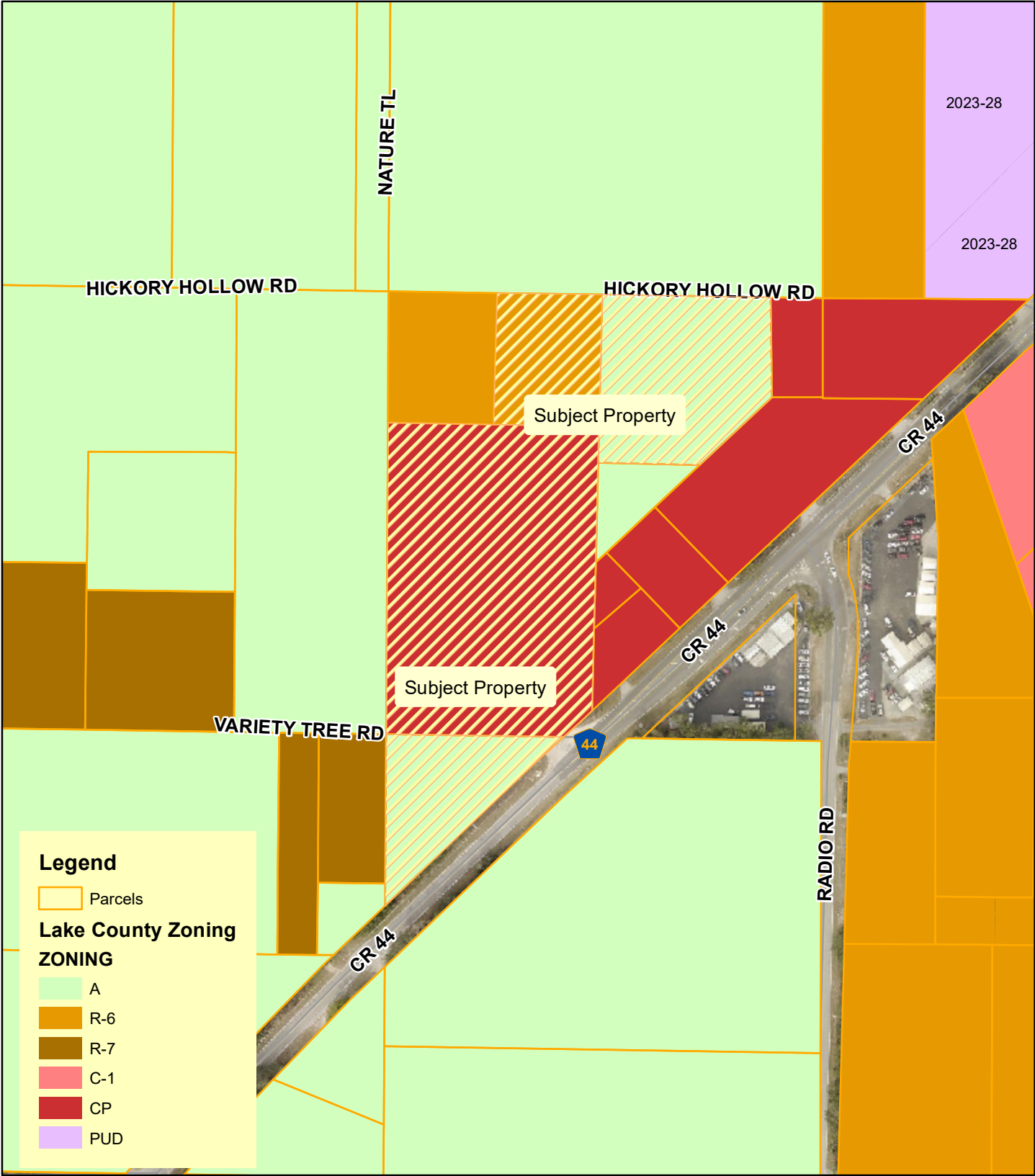


**Planning
& Zoning
Division**

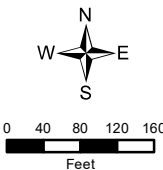


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Lake County Zoning



**Planning
& Zoning
Division**

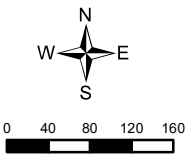


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

Proposed Zoning



**Planning
& Zoning
Division**

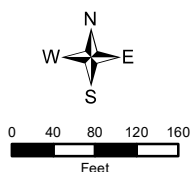


Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177189, 3701232
Section 03, Township 19, Range 25 East
November 6, 2024

Surrounding Land Use



**Planning
& Zoning
Division**

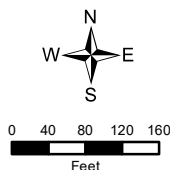


Wayne Storage
 ANN-24-338, SSCP-24-339, SPUD-24-340
 AK#s 2537001, 1177189, 1177189, 3701232
 Section 03, Township 19, Range 25 East
 November 6, 2024

Wetlands & Flood Zone



**Planning
& Zoning
Division**



Wayne Storage
ANNX-24-338, SSCP-24-339, SPUD-24-340
AK#s 2537001, 1177189, 1177103, 3701232
Section 03, Township 19, Range 25 East
October 7, 2024

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

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

GENERAL LOCATION: Northwest of County Road 44 and south of Hickory Hollow Rd

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural Transition
South – Lake County Urban Low Density, Regional Commercial
East – Lake County Rural Transition; City of Leesburg General Commercial
West – Lake County Rural Transition

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District), A (Agriculture), and CP (Planned Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-6 (Urban Residential District)
South – Lake County A (Agriculture), CP (Planned Commercial)
East – Lake County A (Agriculture); CP (Planned Commercial), City of Leesburg SPUD (Small Planned Unit Development)
West – Lake County A (Agriculture), R-7 (Mixed Residential District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Pasture, Single Family
South – Vacant Residential, Vacant Gov't Municipal, Vacant Residential, Manufactured Home
East – Vacant Commercial, Retail, Vacant Residential, Vacant Gov't Municipal, Auto Sales/Storage
West – Single-Family, Manufactured Home

PROPOSED LAND USE: Self-Storage Facility

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

DATE: November 5, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Small Scale Comprehensive Plan to Commercial and Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SSCP-24-339, SPUD-24-340

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 12/18/24

FIRE

In reference to Case Number SSCO-24-339; SPUD-24-340

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number SSCO-24-339; SPUD-24-340 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

Amanda Stevenson – 12/12/2024

ELECTRIC

“This is outside of Leesburg Electric Territory. No objections.” Steve Davis 11/25/2024

GAS

“No comment.” Wayne Williams 11/25/2024

GIS

No comments received as of 12/18/24

BUILDING

Wayne Storage – SSCP-24-339, SPUD-24-340

No comments received as of 12/18/24

PUBLIC WORKS

No comments received as of 12/18/24

ADDRESSING

No comments received as of 12/18/24

ECONOMIC DEVELOPMENT

No comments received as of 12/18/24

LAKE COUNTY PUBLIC WORKS

No comments received as of 12/18/24

LAKE COUNTY SCHOOLS

“No comment.” Heather Croney 11/25/2024

PUBLIC RESPONSES

Approval

No comments received as of 12/18/24

Disapproval

The proposed zoning changes affect 2 of the 4 sides of my residential property and would affect 3 of the 4 sides of my property if this request permits Wayne Storage to use the Hickory Hollow Road frontage as part of their commercial business access. I understand that Wayne Structures, LLC has already purchased multiple vacant properties currently with different zoning of R-6 Urban Residential District and Agriculture with the intention of running a storage business. I hope notifying me/reaching out to me this late in the game is with good intention and just not a rubber stamp on some approval process they may have already been promised the outcome.

I would like to first request whoever is making decisions regarding this requested change, **to first physically visit my property** and put their own eyes on what is there now (satellite photos will not do it justice) and see how this proposal will affect my beautiful home/investment, views, setting and future residential home value. It is currently zoned residential and agricultural across the street there on Hickory Hollow. I imagine this proposal will become a widespread view of abandoned boats and RV's parked there to rot as I see at every commercial storage business. Please see the 2 photos below/attached. These were taken this morning as an example.

- My property is residential and is on a ground well for its water source. Has the EPA completed a study yet regarding the impact on how these abandoned RV's and Boats both leaking oil and gasoline into the soil will negatively affect my drinking water?

- Hickory Hollow Road is currently not maintained by the City of Leesburg or Lake County; it is currently privately maintained as the width of the road was created by donated land from my lot and others along that road to provide residential easement access to the residential neighborhood at the end of the street. Hickory Hollow Rd is not built for commercial use; it is barely getting by for residential use with its sub-standard narrow width and short life asphalt makeup.
- If this proposal somehow makes it through the approval process, the only way it won't significantly negatively affect the future resale value of my single-family home and property is if the proposed plan incorporates all required protected greenspace and existing trees or newly planted trees to run in a significant width/depth from property line along both bordering property lines of my residential lot. That would allow me to continue to view greenspace and trees rather than abandoned Boats and RV's for the rest of time. Again, see below/attached photos of poorly planned storage. I would also appreciate the consideration/requirement of a 10-foot high solid wall at the edge of where their usable storage space would begin to help with both my affected view, added commercial noise pollution, and for the security of both their buildings, stored assets and my asset.

Please acknowledge receipt of this letter/email.

Sincerely,

Steve Clark

[9844 Hickory Hollow Road, Leesburg, FL 34788](#)

Steve Clark

Charles Rutenberg Realty

Residential and Investment

407-803-2239



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT RECOMMENDATIONS

DATE: December 19, 2024
OWNER: Cimmino Development LLC
PETITIONER: Wayne Structures LLC
PROJECT: Wayne Storage
REQUEST: Rezoning to SPUD (Small Planned Unit Development)
CASE NO.: SPUD-24-340

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a SPUD (Small Planned Unit Development) zoning, as conditioned in the SPUD agreement, is compatible with the current surrounding zoning districts, including Lake County A (Agriculture), R-6 (Urban Residential District), CP (Planned Commercial), R-7 (Mixed Residential District) and City of Leesburg SPUD (Small Planned Unit Development).
2. The proposed request for the Future Land Use designation of General Commercial, is compatible with the proposed zoning of SPUD (Small Planned Unit Development).
3. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development.

Action Requested:

1. Vote to *approve* the proposed rezoning from Lake County R-6 (Urban Residential District) A (Agriculture) and CP (Planned Commercial) to City SPUD (Small Planned Unit Development), and forward this recommendation to the City Commission for consideration.

WAYNE STORAGE
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
December 19, 2024

This Planned Unit Development Agreement for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Cimmino Development LLC, 4300 W Prince Blvd, North Port, FL 34286** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of a proposed self-storage facility on approximately 6.52 +/- acres generally located west of northwest of County Road 44 and south of Hickory Hollow Road, on a site within the City of Leesburg ISBA in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Cimmino Development LLC, 4300 W Prince Blvd, North Port, FL 34286** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

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

3. **LAND USE**

The above-described property, containing approximately 6.52 +/- acres, shall be used for self-storage facility substantially consistent with the **Conceptual Plan, Exhibit C, and Example Facades, Exhibit D**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Indoor Self-Storage Facility
2. Outdoor Self-Storage Facility (Boat, RV)
3. One (1) onsite apartment for management/security use.

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. **DEVELOPMENT STANDARDS**

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 25-feet
2. Side: 20-feet
3. Rear: 25-feet
4. Perimeter property boundary: See Section 9, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

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

D. Height

1. Maximum building height shall not exceed three (3) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:

1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to

water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

- H. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

A. Site Access

- 1. Access to the site shall be provided by a minimum of two (2) gated access points from Hickory Hollow Road and Variety Tree Road (off of County Road 44), as shown on **Exhibit C, Conceptual Site Plan**, attached hereto. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation, and the Development Review process.

B. Internal Circulation

- 1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.

C. Pedestrian Access

- 1. Sidewalks shall be installed per City of Leesburg codes and specifications.
- 2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

A. General

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

7. ARCHITECTURAL STANDARDS

- A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.
- B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

- C. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.
- D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The office structure shall be subject to Section 25-360 City of Leesburg Code of Ordinances.

8. **SIGNAGE**

- A. Ground signs
 - 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 - 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - 1. 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. Wall signs
 - 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

9. **OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS**

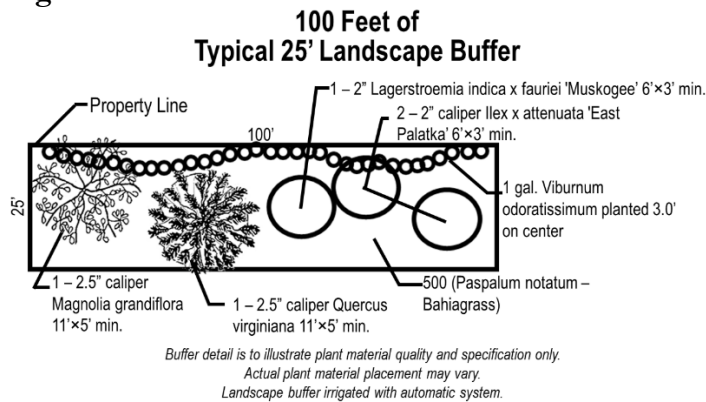
- A. Open space may consist of buffers, wetlands, and retention areas.
- B. Required Perimeter Landscape Buffers:
 - 1. North – 15’
 - 2. South – 15’
 - 3. East – 15’
 - 4. West – 15’
- C. Landscape buffers are to consist of natural existing landscaping where possible.
- D. A master landscape plan shall 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**), attached hereto, and City of Leesburg landscape code requirements.
- E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.
- F. Commercial uses must buffer residential uses, an opaque screen (wall or fence) is required on the subject property to conceal the development from the adjacent residential property, at a minimum of six (6) feet, and no more than eight (8) feet in height. No such wall or fence shall be required in the front yard of the subject property adjacent to State Road No. 44. A fence must be installed on the southern

property line and on the west side of the development area of the property outside of the wetlands.

Figure A

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

Figure B



- H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- I. The surveying of trees on the property shall be conducted as follows:
 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg.

Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
2. 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.
3. 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.

11. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
 4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
 5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
 6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.

7. 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.
 - a. 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.
 - b. 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.

12. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a property owner'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.

13. TRANSPORTATION IMPROVEMENTS

A. Traffic/Transportation Study

- 1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

- 1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
- 2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

- 1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to State Road No. 44.
- 2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

- 1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.

14. IRRIGATION & WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

16. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

17. REVERSION

- A. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. This PUD Agreement 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.

19. LEVELS OF SERVICE

- A. Levels of Service
 - 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - A. Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- D. Commitment of Capacity
 - 1. There are no previous commitments of any existing or planned excess capacity for this property.
- E. Ability to Provide Services
 - 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

Parcel 1:

The South 462 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 2:

North 462 feet of Southeast 1/4 of Southeast 1/4 of Northeast 1/4 lying Northwesterly of the Northwesterly R/W line of Highway 44, Section 3, Township 19 South, Range 25 East, Lake County, Florida.

Parcel 3:

Beginning at the Northwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida, run South 0°26'03" West along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, 253.45 feet, thence South 89°33'52" East, 152.42 feet to a point that is 149.72 feet when measured at right angles thereto the Northwesterly right of way of Highway No. 44, said point hereby designated as Point "A"; return to the point of beginning, and run North 89°56'26" East, 332.11 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, thence North 89°58'51" East along the North line of the Southwest 1/4 of the Northwest 1/4, 80.80 feet, thence South 45°51'00" West parallel with the Northwesterly right of way of Highway No. 44, a distance of 365.80 feet to the point "A", less right of way of existing road.

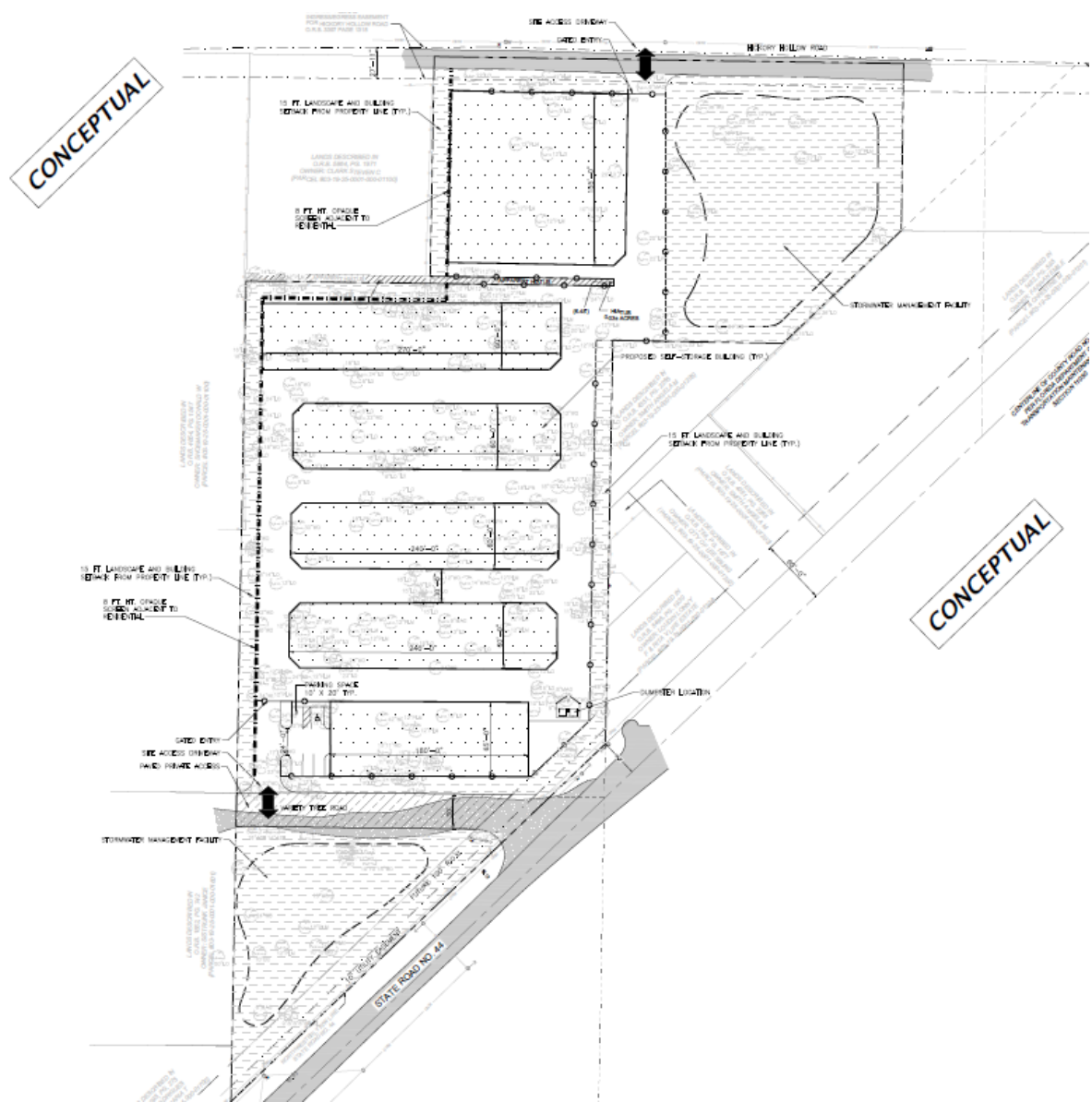
LESS AND EXCEPT:

A parcel of land in Sections 2 and 3, Township 19 South, Range 25 East, Lake County, Florida described as follows:

From the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 25 East, (same being the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East), run thence North 89°58'51" East along the North line of said Southwest 1/4 of the Northwest 1/4, a distance of 80.80 feet and the point of beginning of this description; from said point of beginning continue North 89°58'51" East along said North line of the Southwest 1/4 of the Northwest 1/4, 215.00 feet to the Westerly right-of-way of State Road No. 44; thence South 45°51'00" West along said Westerly right-of-way, 216.00 feet; thence leaving said right-of-way, run South 89°58'51" West, 215.00 feet; thence North 0°01'09" West, 150.46 feet to the North line of said Southwest 1/4; thence North 89°58'51" East along the North line of said Southwest 1/4, 155.03 feet to the point of beginning. LESS right-of-way for County Road.

Parcel 4:

The East 1/2 of the North 198 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 19 South, Range 25 East, Lake County, Florida.



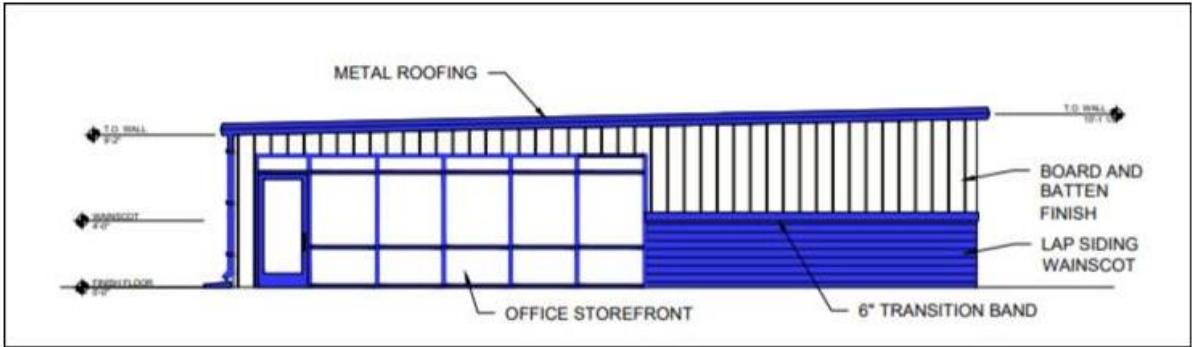


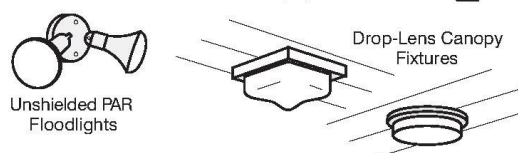
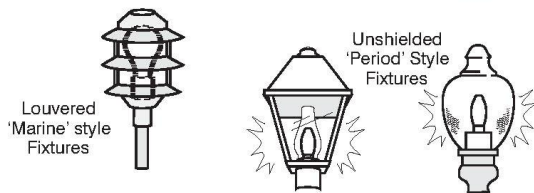
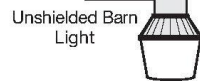
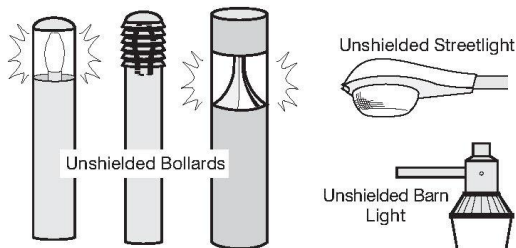
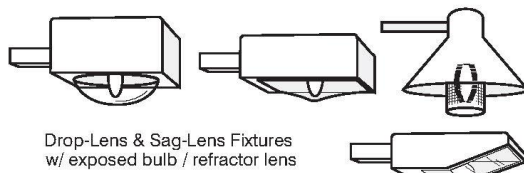
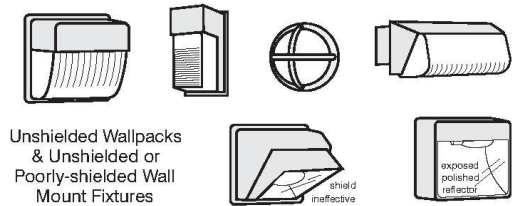
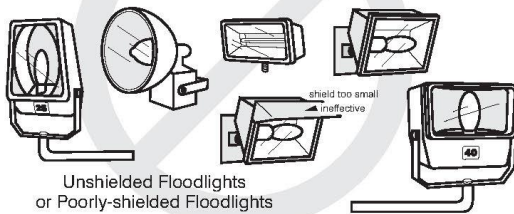
EXHIBIT E

DARK SKY LIGHTING (Acceptable designs)

Examples of Acceptable / Unacceptable Lighting Fixtures

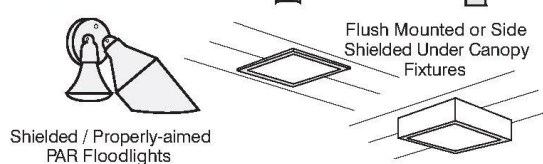
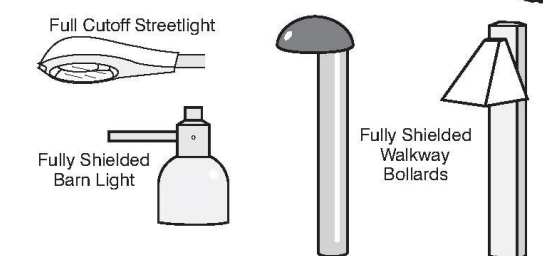
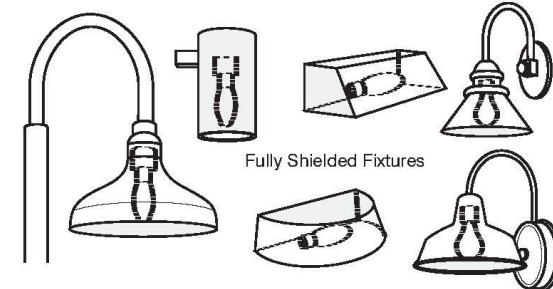
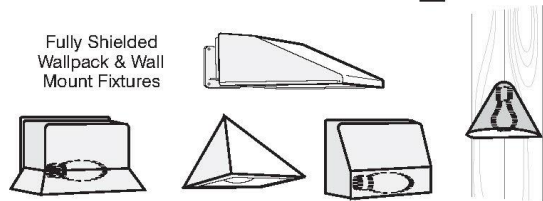
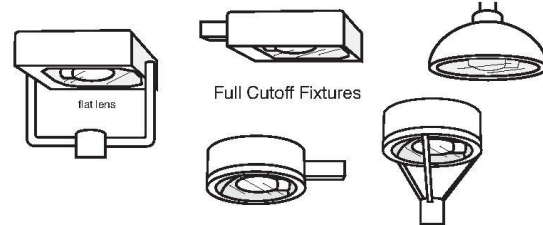
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: March 24, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, establishing new district boundaries based on the American Census Survey produced by the U.S. Census Bureau and other information, in order to create districts which are reasonably compact and roughly equivalent in population; establishing a schedule for the Election of Commissioners from the various new districts; providing a savings clause; repealing conflicting ordinances; and providing an effective date.

Staff Recommendation:

Hear on first reading and set second reading and public hearing.

Analysis:

The attached ordinance modifies Commission districts as discussed at the March 10, 2025 Regular Meeting.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING NEW DISTRICT BOUNDARIES BASED ON THE AMERICAN CENSUS SURVEY PRODUCED BY THE US CENESUS BUREAU AND OTHER INFORMATION, IN ORDER TO CREATE DISTRICTS WHICH ARE REASONABLY COMPACT AND ROUGHLY EQUIVALENT IN POPULATION; ESTABLISHING A SCHEDULE FOR THE ELECTION OF COMMISSIONERS FROM THE VARIOUS NEW DISTRICTS; PROVIDING A SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the electors of the City of Leesburg, Florida, having been presented at the November, 2020 election with the question of whether to amend Article I, Sections 8 and 9 of the Charter of the City of Leesburg, to replace the previous system of three single member district City Commission seats, and two at large City Commission seats, with five single member district City Commission seats, and no Commissioners being elected by the City at large, approved the amendment of the Charter for those expressed purposes; and

WHEREAS, in 2021, the Commission approved and adopted Ordinance #21-10 adopting 5 single member districts that where roughly equal in population; and,

WHEREAS, Section 9-5(2) of the City's Code of Ordinances provides for the adjustment of district boundaries by ordinance if the districts fall out of substantial conformity with the one-person, one-vote rule between census dates; and

WHEREAS, due to rapid growth and development, after the implementation of the new single member districts, District 2 has become significantly unbalanced and will be malapportioned should the City's districts not be reestablished by the 2026 election cycle; and,

WHEREAS, due to growth which has occurred in an off-census year, to determine population sizes and apportionment of electors among the districts, data from the American Community Survey, the US Census Bureau's off-census year data examination method, was used in order to create 5 districts new districts being more reasonably compact, and equal in population, complying with applicable statutory and case law governing the apportionment of electors among districts; and

WHEREAS, it is in the best interests of the public health, safety and welfare to create new City Commission seat districts, which are reasonably compact and roughly equal in population;

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

SECTION I.

The boundaries of the five City Commission districts, to be implemented beginning with the election of 2026, shall be as depicted on Exhibit "A" attached to this Ordinance. Those boundaries shall continue in effect until modified by further Ordinance adopted by the City Commission. The City Commission finds that the new districts, as depicted on Exhibit "A," are roughly equal in population, follow defined Census blocks and significant natural and man-made boundaries such

as water bodies and roadways, are as compact as possible given population requirements and significant boundaries, preserve communities of interest, do not dilute minority or Black voting strength, and do not create meandering or bizarre boundaries.

SECTION II.

All rules and regulations pertaining to election qualifications and term limits shall remain in full force and effect. The new districts depicted in Exhibit "A" shall be in effect for the November 2026 election cycle, with Districts 1, 2, and 3 being up for election. All current Commissioner(s) who are not termed out by rule and regulations of the City Charter shall be eligible to run for re-election. All current Commissioner(s) who have served two consecutive terms, shall not be eligible for the 2026 election cycle in any district.

Commissioner Jay Connell, current district 3, shall represent new District 4 as depicted on Exhibit "A" effective at the organizational meeting conducted in January 2027 through the end of his term, which is up for election in November 2028.

Commissioner James A. Burry, Jr. current district 5, shall represent new District 5 as depicted on Exhibit "A" effective at the organizational meeting conducted in January 2027 through the end of his term, which is up for election in November 2028.

SECTION III.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION V.

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 _____, 2025.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Alan Reisman, Mayor

ATTEST: _____
J. ANDI PURVIS, City Clerk

Business Impact Estimate

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING NEW DISTRICT BOUNDARIES BASED ON THE AMERICAN CENSUS SURVEY PRODUCED BY THE US CENESUS BUREAU AND OTHER INFORMATION, IN ORDER TO CREATE DISTRICTS WHICH ARE REASONABLY COMPACT AND ROUGHLY EQUIVALENT IN POPULATION; ESTABLISHING A SCHEDULE FOR THE ELECTION OF COMMISSIONERS FROM THE VARIOUS NEW DISTRICTS; PROVIDING A SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The City of Leesburg passed Ordinance 21-10 that implemented the will of the electors of Leesburg to create five single member districts for City Commissioners and establish new district boundaries. Pursuant to Section 9-5 of the City's Code of Ordinances, district boundaries may be adjusted to equalize the populations of eligible voters in each district and the proposed ordinance will adjust district boundaries for that purpose.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

No cost is anticipated.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible.

No new charge or fee will be imposed.

(c) An estimate of the City's costs, including estimated revenues from any new charges or fees to cover such costs.

No cost is anticipated.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

N/A

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: March 24, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1.22 +/- acres; and being generally located east of U.S. Highway 27 and south of Howard Road, lying in Section 2, 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. (Two Boats Investments ANNX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of 1.22 +/- acres.

Analysis:

The applicant has submitted a request for annexation of approximately 1.22 +/- acres, generally located east of US Highway 27 and south of Howard Road, as shown on the attached General Location Map. At this time, the property is developed with existing businesses, including a hair salon. The current zoning is Lake County C-1 (Neighborhood Commercial); the proposed zoning is City C-3 (Highway Commercial). The reason for this request is to allow a surveyor's office in the existing structure and the construction of a 3,000-square-foot warehouse for storage of surveying equipment, and to connect to city utilities.

The property is surrounded by Lake County R-6 (Urban Residential District), Lake County C-1 (Neighborhood Commercial); City of Leesburg C-3 (Highway Commercial). Under the requirements, minimum standards, and permitted uses of the C-3 (Highway Commercial) Rezoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda is a Small-Scale Comprehensive Plan Amendment, which, along with the Rezoning Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on February 20, 2025.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.22 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF HOWARD ROAD, LYING IN SECTION 2, 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. (TWO BOATS INVESTMENTS ANNEX)

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

Section 1.

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

**Legal Description
(See Exhibit A);**

Section 2.

All 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 here by is assigned to City Commission District 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

DESCRIPTION:

PARCEL 1:

THAT PART OF GOVERNMENT LOT 2 IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SAID SECTION 2, RUN THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1511.25 FEET; THENCE SOUTH 76°00'30" EAST, THE DISTANCE OF 114.25 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; FROM SAID **POINT OF BEGINNING** CONTINUE SOUTH 76°00'30" EAST, 308.43 FEET, MORE OR LESS, TO THE WESTERLY LINE OF PROPERTY CONVEYED TO WILLIAM M. DANNELLY BY DEED RECORDED IN OFFICIAL RECORDS BOOK 569, PAGE 330, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT HEREBY DESIGNATED **POINT "A"**; RETURN TO THE **POINT OF BEGINNING** AND RUN SOUTHERLY ALONG THE EASTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27, A DISTANCE OF 50 FEET TO THE MOST NORTHERLY CORNER OF PROPERTY CONVEYED TO EMERY CORP. BY DEED RECORDED IN OFFICIAL RECORDS BOOK 615, PAGE 1876, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 75°44'17" EAST, ALONG THE NORTHERLY LINE OF SAID EMERY CORP. PROPERTY, 200 FEET; THENCE SOUTH 00°33'16" WEST, ALONG THE EASTERLY LINE OF SAID EMERY CORP. PROPERTY 175 FEET; THENCE SOUTH 75°44'17" EAST, ALONG AN EXTENSION OF THE SOUTH LINE OF SAID EMERY CORP. PROPERTY TO INTERSECT THE WEST LINE OF THE AFOREMENTIONED WILLIAM M. DANNELLY PROPERTY, THENCE NORTH 0°24'52" WEST, ALONG SAID WEST LINE OF SAID WILLIAM M. DANNELLY PROPERTY TO THE ABOVE MENTIONED **POINT "A"**.

LESS AND EXCEPT THE FOLLOWING:

THAT PART CONVEYED TO LAKE COUNTY, BY DEED RECORDED IN OFFICIAL RECORDS BOOK 918, PAGE 1095, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

Two Boats Investments

ANNX-25-425; SSCP-25-426; RZ-25-427

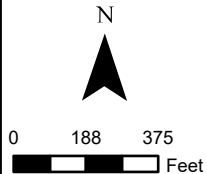
PARCEL 2:

FROM THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN NORTH ALONG THE WEST LINE OF SECTION 2 FOR 1511.25 FEET; THENCE SOUTH $76^{\circ}00'30''$ EAST, 114.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE SOUTH $00^{\circ}35'10''$ WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 FOR 50 FEET AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; FROM SAID **POINT OF BEGINNING**, RUN SOUTH $75^{\circ}44'17''$ EAST FOR 200 FEET; THENCE SOUTH $00^{\circ}33'16''$ WEST, 175 FEET; THENCE NORTH $75^{\circ}44'17''$ WEST 200 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE RUN NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 FOR 175 FEET TO THE **POINT OF BEGINNING**.

Extended Locator

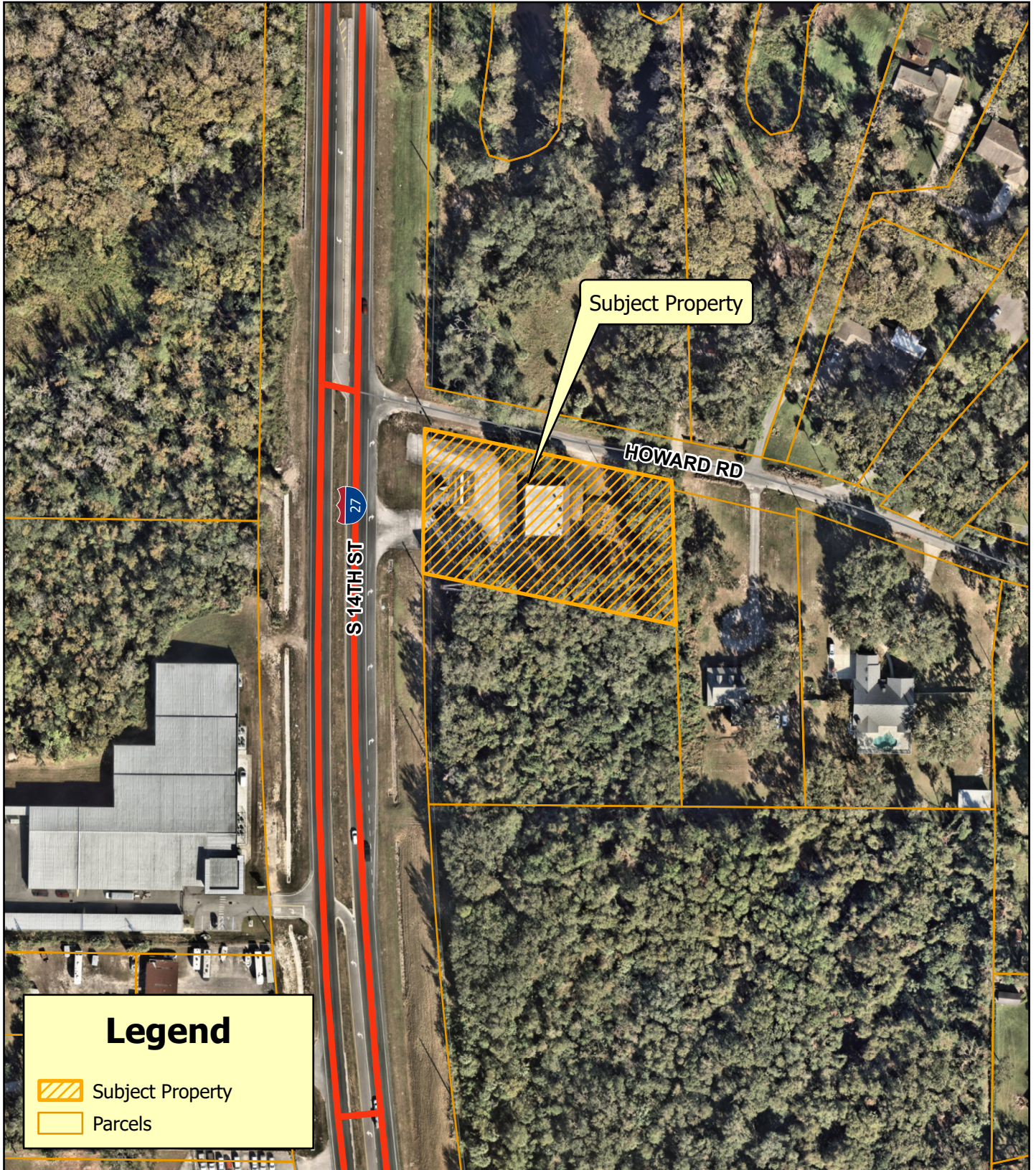


**Planning
& Zoning
Division**



Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

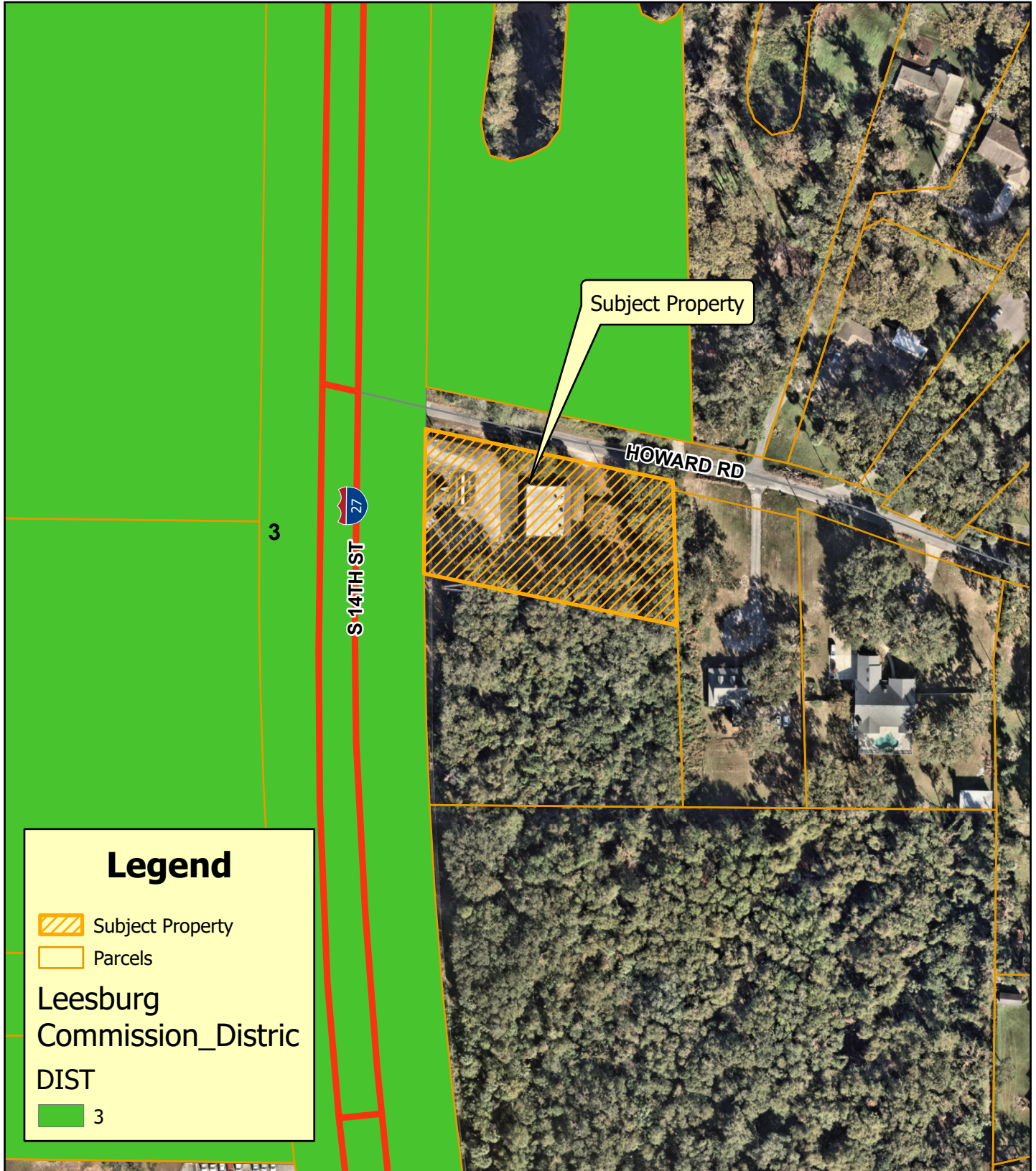
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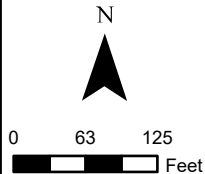
**Planning
& Zoning
Division**

Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Commission District



**Planning
& Zoning
Division**



Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: March 24, 2025

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

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 1.22 +/- acres from Lake County Urban Low to City of Leesburg General Commercial, for a property generally located east of U.S. Highway 27 and south of Howard Road, lying in Section 02, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Two Boats Investments SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed Small-Scale Comprehensive Plan Amendment of the City's Future Land Use Map on 1.22 +/- acres from Lake County Urban Low to City of Leesburg General Commercial.

Analysis:

The project site is approximately 1.22 acres. The property is generally located east of U.S. Highway 27 and south of Howard Road. Currently, the property is existing commercial development, including a hair salon tenant. The proposed use is for office space for Land Surveying Business and 3,000 square foot new construction warehouse. The surrounding Future Land Use Map designations of Lake County Urban Low Density, and City of Leesburg General Commercial are compatible with the proposed future land use designation of City General Commercial. The proposed zoning designation of City C-3 (Highway Commercial) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property, as it is along the existing and developing US Highway 27 Commercial Corridor.

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

The Planning Commission held a public hearing on the application on February 20, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Low Density to City of Leesburg C-3 (Highway Commercial); or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

This project will have a small positive fiscal impact based on the collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 1.22 +/- ACRES FROM LAKE COUNTY URBAN LOW TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF HOWARD ROAD, LYING IN SECTION 02, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TWO BOATS INVESTMENTS SSCP)

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

NOW, THEREFORE,

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of approximately 1.22 acres of land generally located east of US Highway 27 and south of Howard Road from Lake County Urban Low Density to City of Leesburg C-3 (Highway Commercial), as shown on the revised map of said area, lying in Section 02, Township 20 South, Range 24 East, Lake County, Florida;

Section 2.

All ordinances or 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 the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

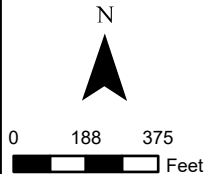
ATTEST:

City Clerk

Extended Locator

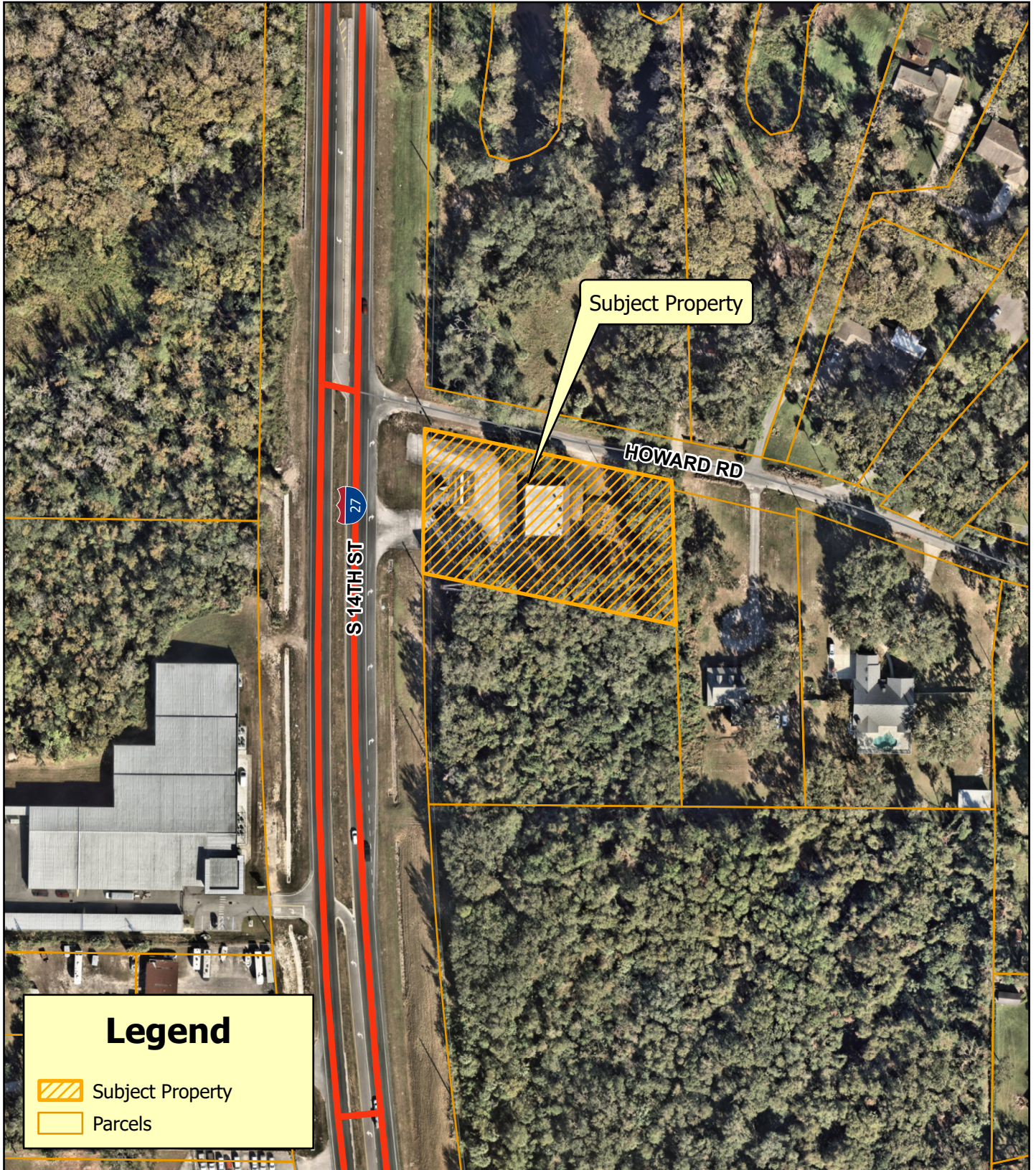


**Planning
& Zoning
Division**



Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

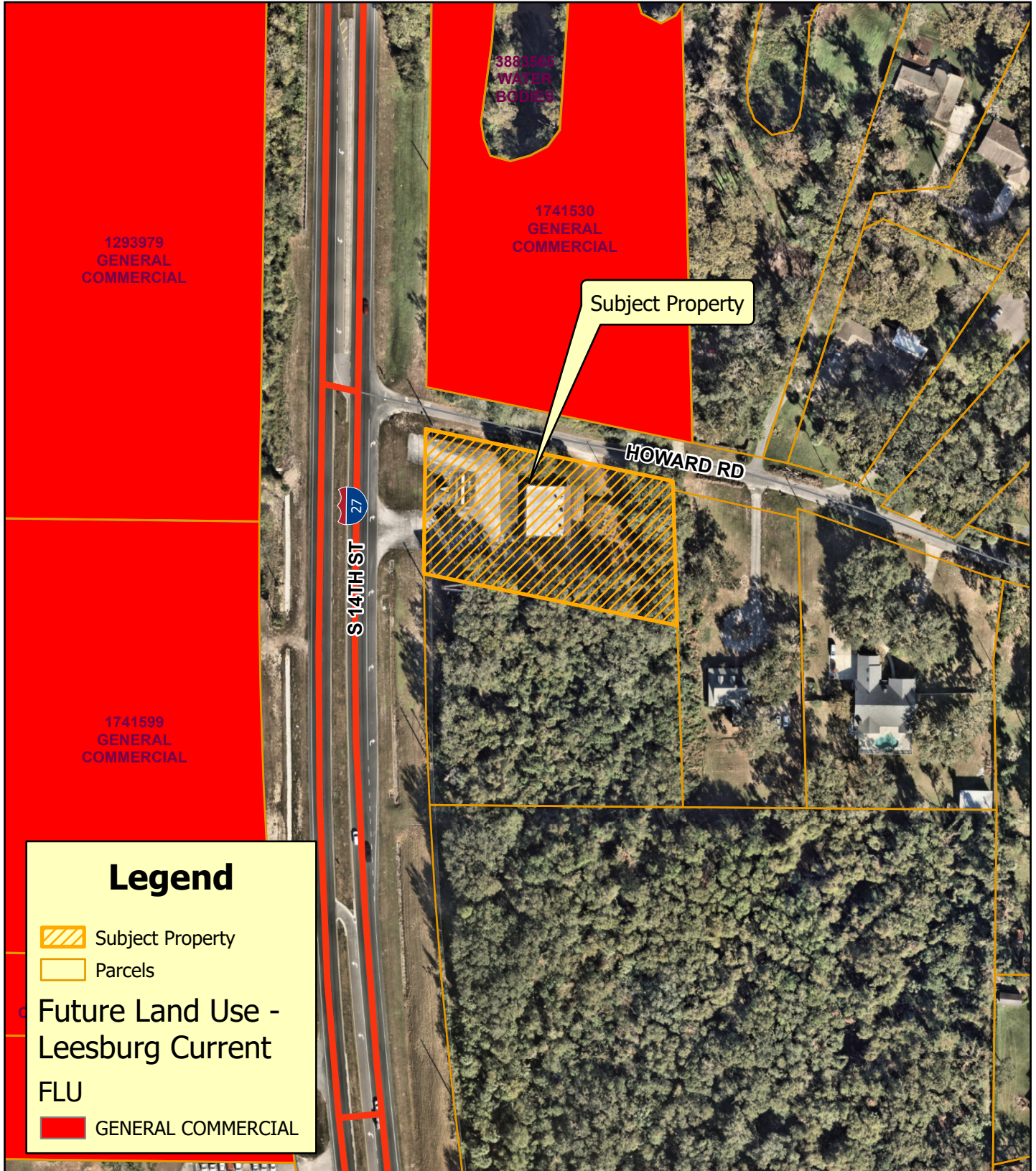
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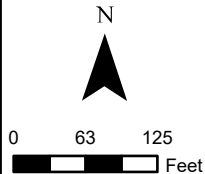
**Planning
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Division**

Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
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Section 2, Township 20 South, Range 24 East
January 28, 2025

Future Land Use

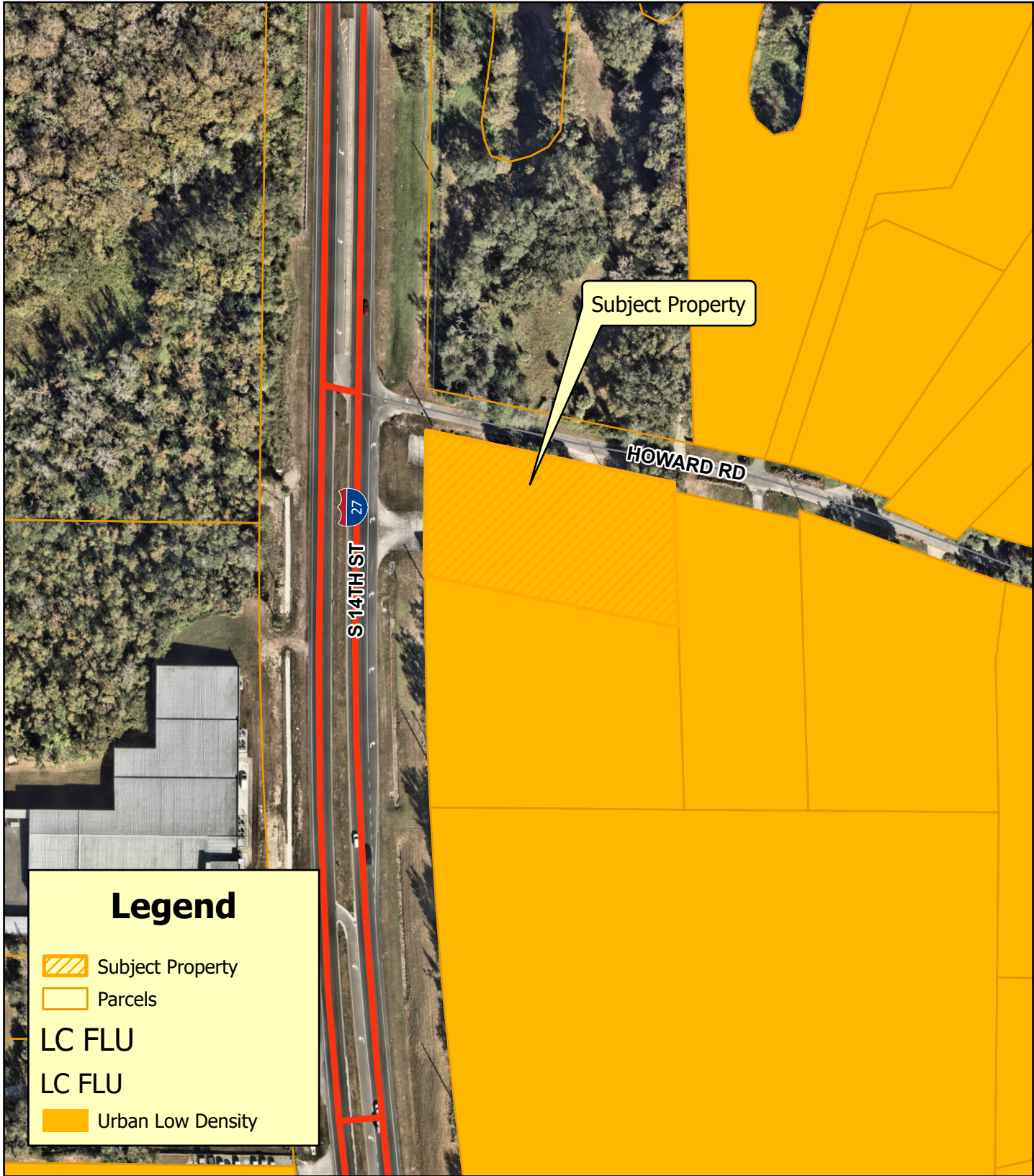


**Planning
& Zoning
Division**

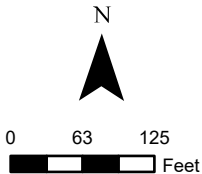


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Lake County Future Land Use

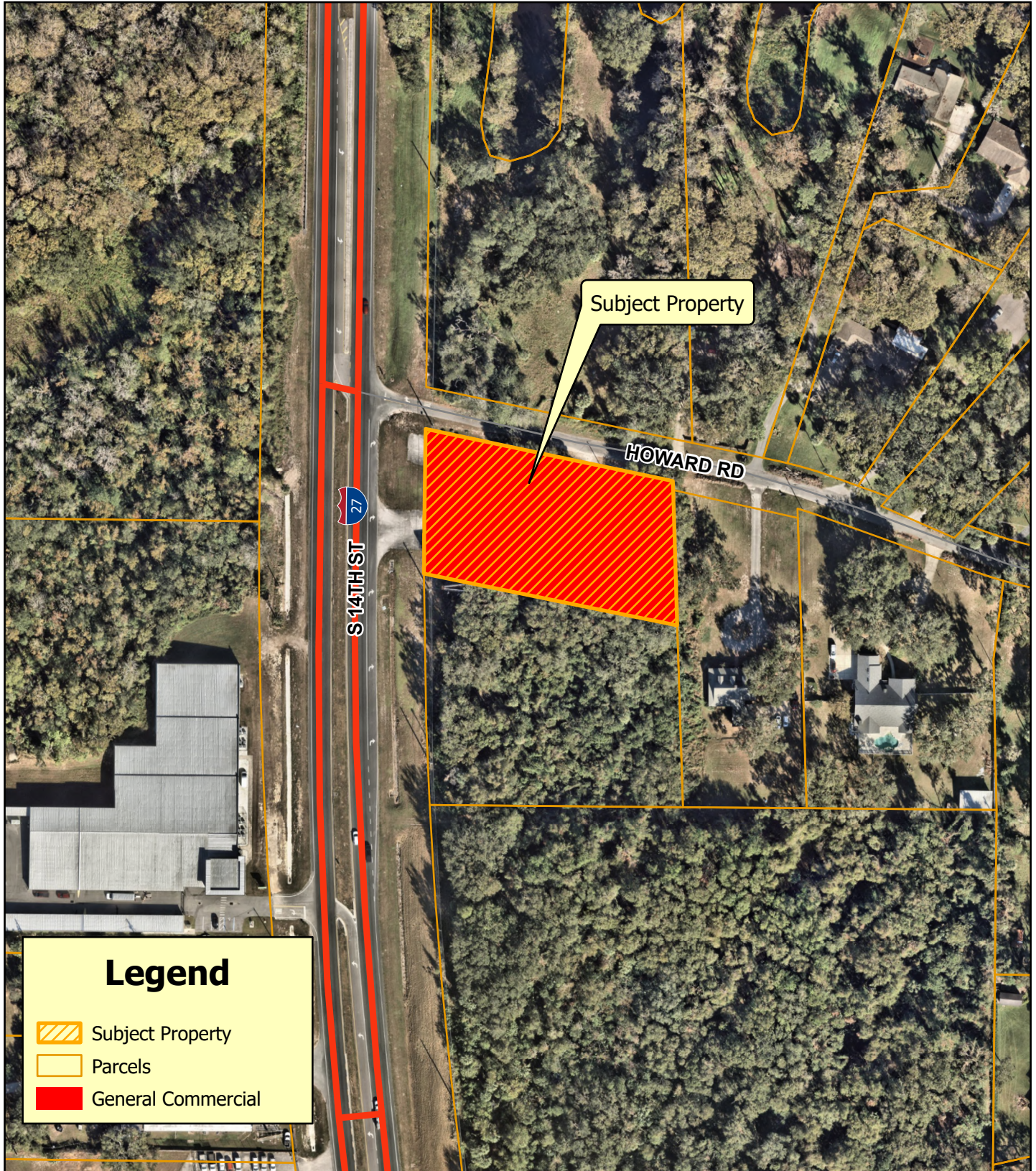


**Planning
& Zoning
Division**

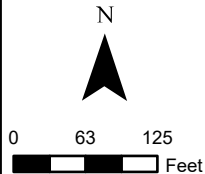


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Proposed Future Land Use



**Planning
& Zoning
Division**



Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

DESCRIPTION:

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THAT PART OF GOVERNMENT LOT 2 IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT THE FOLLOWING:

THAT PART CONVEYED TO LAKE COUNTY, BY DEED RECORDED IN OFFICIAL RECORDS BOOK 918, PAGE 1095, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

Two Boats Investments

ANNX-25-425; SSCP-25-426; RZ-25-427

PARCEL 2:

FROM THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN NORTH ALONG THE WEST LINE OF SECTION 2 FOR 1511.25 FEET; THENCE SOUTH $76^{\circ}00'30''$ EAST, 114.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE SOUTH $00^{\circ}35'10''$ WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 FOR 50 FEET AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; FROM SAID **POINT OF BEGINNING**, RUN SOUTH $75^{\circ}44'17''$ EAST FOR 200 FEET; THENCE SOUTH $00^{\circ}33'16''$ WEST, 175 FEET; THENCE NORTH $75^{\circ}44'17''$ WEST 200 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE RUN NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 FOR 175 FEET TO THE **POINT OF BEGINNING**.

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

DATE: February 20, 2025

OWNER: Two Boats Investments LLC

PETITIONER: Douglas C. Wade

PROJECT: Two Boats Investments

REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial) to allow a surveyor's office in existing structure and a new construction 3,000 square foot warehouse.

CASE NO.: (ANNX-25-425); SSCP-25-426; RZ-25-427

GENERAL LOCATION: East of US Highway 27 and south of Howard Road.

FUTURE LAND USE DESIGNATION: Lake County Urban Low

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-6 (Urban Residential District); City of Leesburg C-3 (Highway Commercial)
South – Lake County C-1 (Neighborhood Commercial)
East – Lake County R-1 (Rural Residential District), R-6 (Urban Residential District)
West – City of Leesburg C-3 (Highway Commercial)

PROPOSED ZONING DESIGNATION: City C-3 (Highway Commercial)

EXISTING LAND USE: Existing commercial development, including hair salon.

SURROUNDING LAND USE:

North – Residential; Vacant Commercial; Vacant Government
South – Vacant Commercial
East – Residential
West – Commercial; Vacant Government

PROPOSED LAND USE: Office space for Land Surveying Business and 3,000 square foot new construction warehouse.

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

DATE: February 20, 2025
OWNER: Two Boats Investments LLC
PETITIONER: Douglas C. Wade
PROJECT: Two Boats Investments
REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial) to allow a surveyor's office in existing structure and a new construction 3,000 square foot warehouse.
CASE NO.: (ANNX-25-425); SSCP-25-426; RZ-25-427

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/14/2025.

FIRE

The following contains the Leesburg Fire Department comments:

In reference to Case Number ANNX-25-425; SSCP-25-426; RZ-25-427

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number ANNX-25-425; SSCP-25-426; RZ-25-427 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 1/30/2025

ELECTRIC

Electric has no objections. IF they require a new service for the new building , it will have to be underground and they will need to install to us.. – Steve Davis, 1/30/2025.

GAS

Gas Department- No Comment – Wayne Williams, 1/31/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 1/30/2025.

BUILDING

No comments received as of 2/14/2025.

PUBLIC WORKS

No comments received as of 2/14/2025.

HOUSING & REDEVELOPMENT

No comments received as of 2/14/2025.

LAKE COUNTY PUBLIC WORKS

Lake County Public Works Department has the following comments based on the proposed C3 rezoning case for Two Boats Investment RZ-25-427.

1. Howard Road is a county maintained paved road. The proposed driveway access from it will require permitting from Lake County Public Works Department.
2. The existing right-of-way for Howard Road and the location of the existing pavement related to the property for the proposed rezoning is very close. There is not sufficient right-of-way for improvements such as the required sidewalk per the city development code along Howard Road. For redevelopment of the property there will need to be additional right-of-way to allow for the road drainage and sidewalk along Howard Road.
 - Seth Lynch, 1/30/2025

LAKE COUNTY SCHOOLS

No comments on this commercial project.
– Heather Croney, 1/30/2025

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: February 20, 2025
OWNER: Two Boats Investments LLC
PETITIONER: Douglas C. Wade
PROJECT: Two Boats Investments
REQUEST: Small-scale Comprehensive Plan amendment from Lake County Urban Low to General Commercial.
CASE NO.: SSCP-25-426

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3187 Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed request is compatible with the surrounding Future Land Use designations of Lake County Urban Low Density and City General Commercial.
3. The proposed request is compatible with the proposed zoning of C-3 (Highway Commercial).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to **approve** the Small Scale Comprehensive Plan amendment from Lake County Urban Low to City of Leesburg General Commercial, and forward the recommendation to the City Commission for consideration.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: March 24, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning of approximately 1.22 +/- acres from Lake County C-1 (Neighborhood Commercial) to City of Leesburg C-3 (Highway Commercial) to allow for office and warehouse uses, for a property generally located east of U.S. Highway 27 and south of Howard Road, lying in Section 02, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Two Boats Investments RZ)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County C-1 (Neighborhood Commercial) to City of Leesburg C-3 (Highway Commercial) to allow for office space for a land surveying office and 3,000 square foot warehouse.

Analysis:

The project site is approximately 1.22 acres, and is generally located east of U.S. Highway 27 and south of Howard Road as shown on the attached maps. At this time, the property is developed with an existing commercial development, including a hair salon. The proposal will allow for office space for land surveying office with a 3,000-square-foot warehouse to be constructed in the future. The existing land uses surrounding the property are Vacant Government, Vacant Commercial, Residential, and Commercial. City of Leesburg utilities are available nearby along U.S. Highway 27.

The Planning Commission held a public hearing on the application on February 20, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to C-3 (Highway Commercial) or;
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

This action will create a small positive fiscal impact on the City of Leesburg, in the form of impact and

utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 1.22 +/- ACRES FROM LAKE COUNTY C-1 (NEIGHBORHOOD COMMERCIAL) TO CITY OF LEESBURG C-3 (HIGHWAY COMMERCIAL) TO ALLOW FOR OFFICE AND WAREHOUSE USES, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF HOWARD ROAD, LYING IN SECTION 02, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (TWO BOATS INVESTMENTS RZ)

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

Section 1.

Based upon the petition of Douglas C. Wade (Two Boats Investments LLC, Petitioner) for the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County C-1 (Neighborhood Commercial) to City of Leesburg C-3 (Highway Commercial), to-wit:

**(Legal Description)
(See Exhibit A)**

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

Mayor

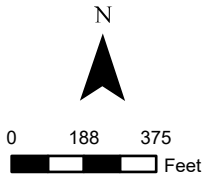
ATTEST:

City Clerk

Extended Locator



**Planning
& Zoning
Division**



Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

DESCRIPTION:

PARCEL 1:

THAT PART OF GOVERNMENT LOT 2 IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SAID SECTION 2, RUN THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1511.25 FEET; THENCE SOUTH 76°00'30" EAST, THE DISTANCE OF 114.25 FEET TO THE EASTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; FROM SAID **POINT OF BEGINNING** CONTINUE SOUTH 76°00'30" EAST, 308.43 FEET, MORE OR LESS, TO THE WESTERLY LINE OF PROPERTY CONVEYED TO WILLIAM M. DANNELLY BY DEED RECORDED IN OFFICIAL RECORDS BOOK 569, PAGE 330, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT HEREBY DESIGNATED **POINT "A"**; RETURN TO THE **POINT OF BEGINNING** AND RUN SOUTHERLY ALONG THE EASTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27, A DISTANCE OF 50 FEET TO THE MOST NORTHERLY CORNER OF PROPERTY CONVEYED TO EMERY CORP. BY DEED RECORDED IN OFFICIAL RECORDS BOOK 615, PAGE 1876, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 75°44'17" EAST, ALONG THE NORTHERLY LINE OF SAID EMERY CORP. PROPERTY, 200 FEET; THENCE SOUTH 00°33'16" WEST, ALONG THE EASTERLY LINE OF SAID EMERY CORP. PROPERTY 175 FEET; THENCE SOUTH 75°44'17" EAST, ALONG AN EXTENSION OF THE SOUTH LINE OF SAID EMERY CORP. PROPERTY TO INTERSECT THE WEST LINE OF THE AFOREMENTIONED WILLIAM M. DANNELLY PROPERTY, THENCE NORTH 0°24'52" WEST, ALONG SAID WEST LINE OF SAID WILLIAM M. DANNELLY PROPERTY TO THE ABOVE MENTIONED **POINT "A"**.

LESS AND EXCEPT THE FOLLOWING:

THAT PART CONVEYED TO LAKE COUNTY, BY DEED RECORDED IN OFFICIAL RECORDS BOOK 918, PAGE 1095, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

Two Boats Investments

ANNX-25-425; SSCP-25-426; RZ-25-427

PARCEL 2:

FROM THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 24 EAST, RUN NORTH ALONG THE WEST LINE OF SECTION 2 FOR 1511.25 FEET; THENCE SOUTH $76^{\circ}00'30''$ EAST, 114.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE SOUTH $00^{\circ}35'10''$ WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 FOR 50 FEET AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; FROM SAID **POINT OF BEGINNING**, RUN SOUTH $75^{\circ}44'17''$ EAST FOR 200 FEET; THENCE SOUTH $00^{\circ}33'16''$ WEST, 175 FEET; THENCE NORTH $75^{\circ}44'17''$ WEST 200 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27; THENCE RUN NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27 FOR 175 FEET TO THE **POINT OF BEGINNING**.

CITY OF LEESBURG
ADJACENT ZONING = HIGHWAY COMMERCIAL
FUTURE LAND USE = GENERAL COMMERCIAL

(PUBLICLY DEDICATED)
SOUTH 14TH STREET / U.S. HIGHWAY 27
(200' WIDE RIGHT OF WAY)

P.O.C.
W. 1/4 CORNER OF
SECTION 2-20-24
FD. 4" ROUND CM.
UNNUMBERED

(D) 52' (E)
(A) 52' (E)

ALUSON
M. 91.000000

W. LINE OF THE N.W. 1/4
OF SECTION 2-20-24

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**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: February 20, 2025
OWNER: Two Boats Investments LLC
PETITIONER: Douglas C. Wade
PROJECT: Two Boats Investments
REQUEST: Rezoning from Lake County C-1 (Neighborhood Commercial) to City C-3 (Highway Commercial).
CASE NO.: RZ-25-427

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. The proposed request for a C-3 (Highway Commercial) zoning is compatible with the current surrounding zoning districts, including Lake County R-6 (Urban Residential District), C-1 (Neighborhood Commercial), R-1 (Rural Residential District); and City of Leesburg C-3 (Highway Commercial).
2. The proposed zoning is compatible with the proposed future land use designation amendment to City General Commercial.
3. The site is located near existing City utilities near US Highway 27.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the proximity to US 27, an existing and developing commercial corridor.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County C-1 (Neighborhood Commercial) to City C-3 (Highway Commercial), and forward this recommendation to the City Commission for consideration.

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

DATE: February 20, 2025

OWNER: Two Boats Investments LLC

PETITIONER: Douglas C. Wade

PROJECT: Two Boats Investments

REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial) to allow a surveyor's office in existing structure and a new construction 3,000 square foot warehouse.

CASE NO.: (ANNX-25-425); SSCP-25-426; RZ-25-427

GENERAL LOCATION: East of US Highway 27 and south of Howard Road.

FUTURE LAND USE DESIGNATION: Lake County Urban Low

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City of Leesburg General Commercial
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: City General Commercial

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County R-6 (Urban Residential District); City of Leesburg C-3 (Highway Commercial)
South – Lake County C-1 (Neighborhood Commercial)
East – Lake County R-1 (Rural Residential District), R-6 (Urban Residential District)
West – City of Leesburg C-3 (Highway Commercial)

PROPOSED ZONING DESIGNATION: City C-3 (Highway Commercial)

EXISTING LAND USE: Existing commercial development, including hair salon.

SURROUNDING LAND USE:

North – Residential; Vacant Commercial; Vacant Government
South – Vacant Commercial
East – Residential
West – Commercial; Vacant Government

PROPOSED LAND USE: Office space for Land Surveying Business and 3,000 square foot new construction warehouse.

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

DATE: February 20, 2025
OWNER: Two Boats Investments LLC
PETITIONER: Douglas C. Wade
PROJECT: Two Boats Investments
REQUEST: Small-scale Comprehensive Plan amendment to General Commercial and Rezoning to City C-3 (Highway Commercial) to allow a surveyor's office in existing structure and a new construction 3,000 square foot warehouse.
CASE NO.: (ANNX-25-425); SSCP-25-426; RZ-25-427

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/14/2025.

FIRE

The following contains the Leesburg Fire Department comments:

In reference to Case Number ANNX-25-425; SSCP-25-426; RZ-25-427

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 Edition. The subject property referenced in Case Number ANNX-25-425; SSCP-25-426; RZ-25-427 is outside the recommended four-minute response time for initial responding fire apparatus.

4.1 Fire Department Organizational Statement.

4.1.2.1

The fire department shall establish the following performance objectives for the first-due response zones that are identified by the AHJ:

- (1) Alarm handling time completion in accordance with 4.1.2.3
- (2) 80 seconds turnout time for fire and special operations response and 60 seconds turnout time for EMS response
- (3)* 240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident
- (4) 360 seconds or less travel time for the arrival of the second company with a minimum staffing of 4 personnel at a fire suppression incident
- (5) For other than high-rise, 480 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (6) For high-rise, 610 seconds or less travel time for the deployment of an initial full alarm assignment at a fire suppression incident
- (7) 240 seconds or less travel time for the arrival of a unit with first responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident
- (8) 480 seconds or less travel time for the arrival of an advanced life support (ALS) unit at an emergency medical incident, where this service is provided by the fire department provided a first responder with an AED or basic life support (BLS) unit arrived in 240 seconds or less travel time

- Captain Amanda Stevenson, 1/30/2025

ELECTRIC

Electric has no objections. IF they require a new service for the new building , it will have to be underground and they will need to install to us.. – Steve Davis, 1/30/2025.

GAS

Gas Department- No Comment – Wayne Williams, 1/31/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 1/30/2025.

BUILDING

No comments received as of 2/14/2025.

PUBLIC WORKS

No comments received as of 2/14/2025.

HOUSING & REDEVELOPMENT

No comments received as of 2/14/2025.

LAKE COUNTY PUBLIC WORKS

Lake County Public Works Department has the following comments based on the proposed C3 rezoning case for Two Boats Investment RZ-25-427.

1. Howard Road is a county maintained paved road. The proposed driveway access from it will require permitting from Lake County Public Works Department.
2. The existing right-of-way for Howard Road and the location of the existing pavement related to the property for the proposed rezoning is very close. There is not sufficient right-of-way for improvements such as the required sidewalk per the city development code along Howard Road. For redevelopment of the property there will need to be additional right-of-way to allow for the road drainage and sidewalk along Howard Road.
 - Seth Lynch, 1/30/2025

LAKE COUNTY SCHOOLS

No comments on this commercial project.
– Heather Croney, 1/30/2025

PUBLIC RESPONSES

Approval

Disapproval

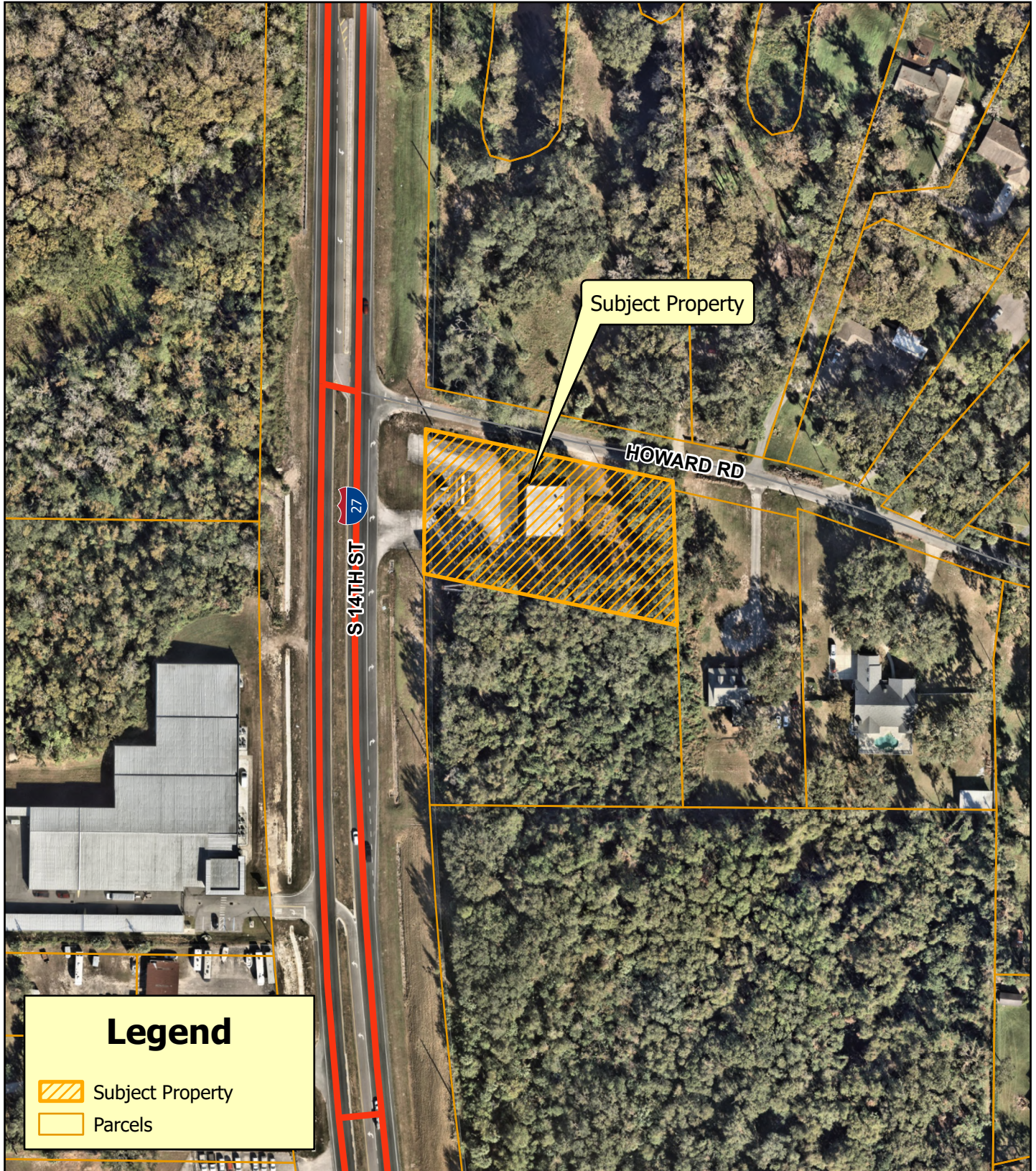
No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

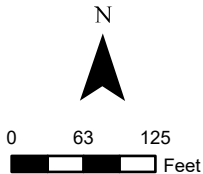


Legend

-  Subject Property
-  Parcels

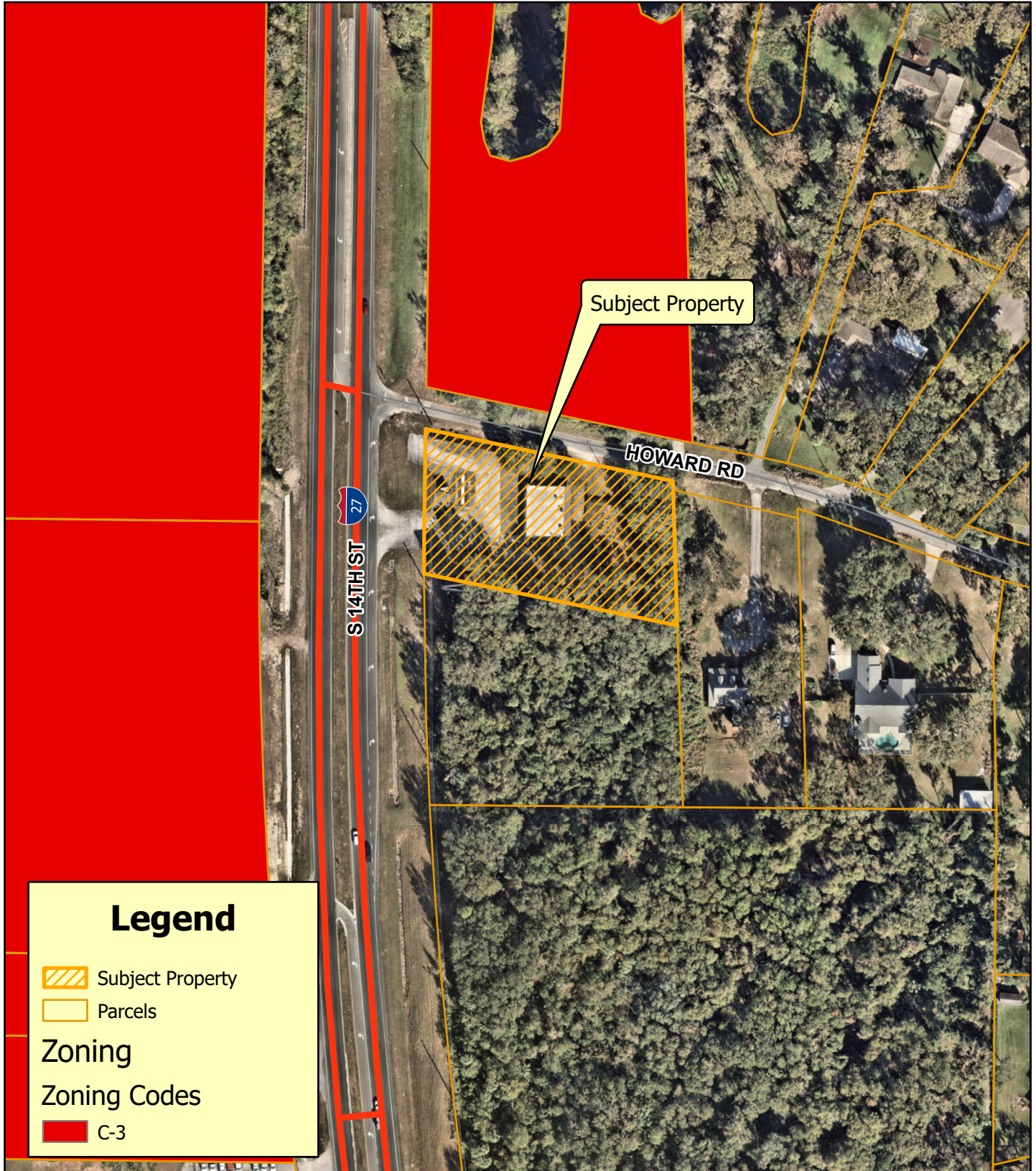


**Planning
& Zoning
Division**

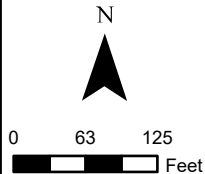


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Zoning

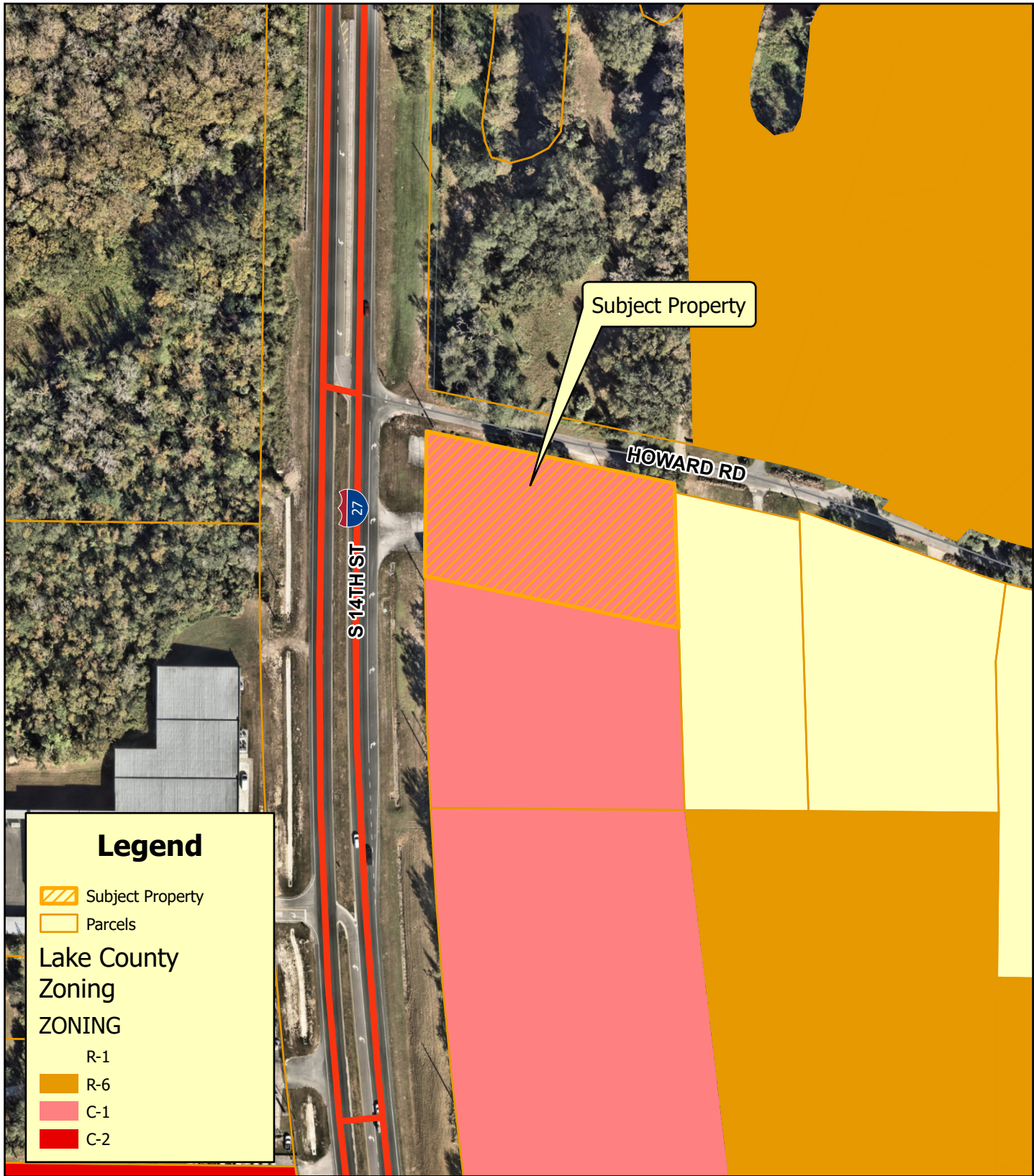


**Planning
& Zoning
Division**

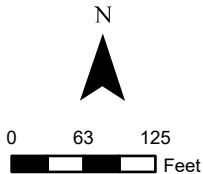


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Lake County Zoning

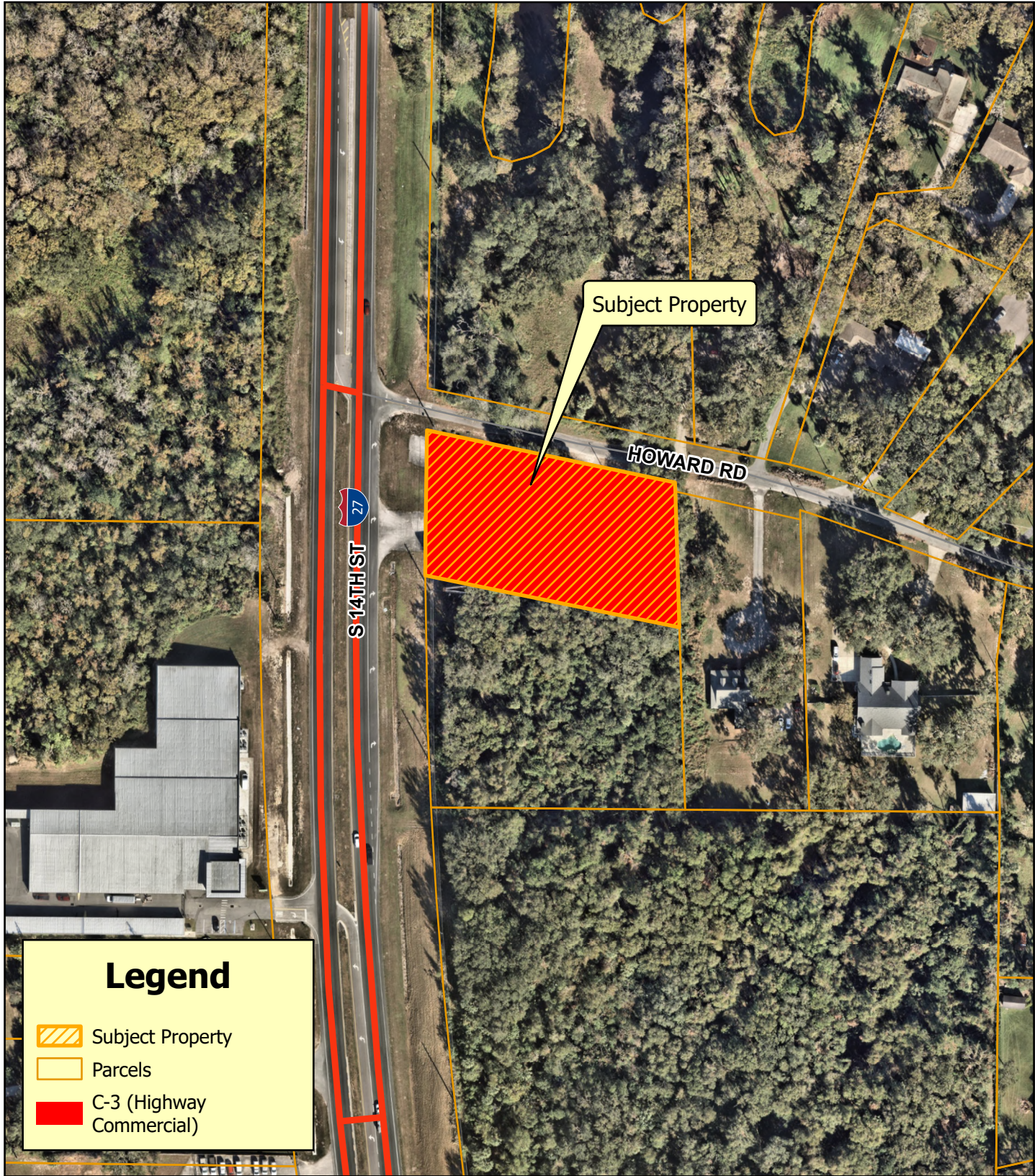


**Planning
& Zoning
Division**

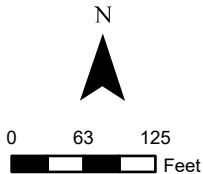


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Proposed Zoning



**Planning
& Zoning
Division**

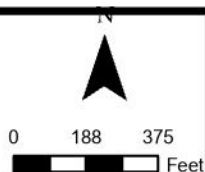


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Surrounding Land Uses

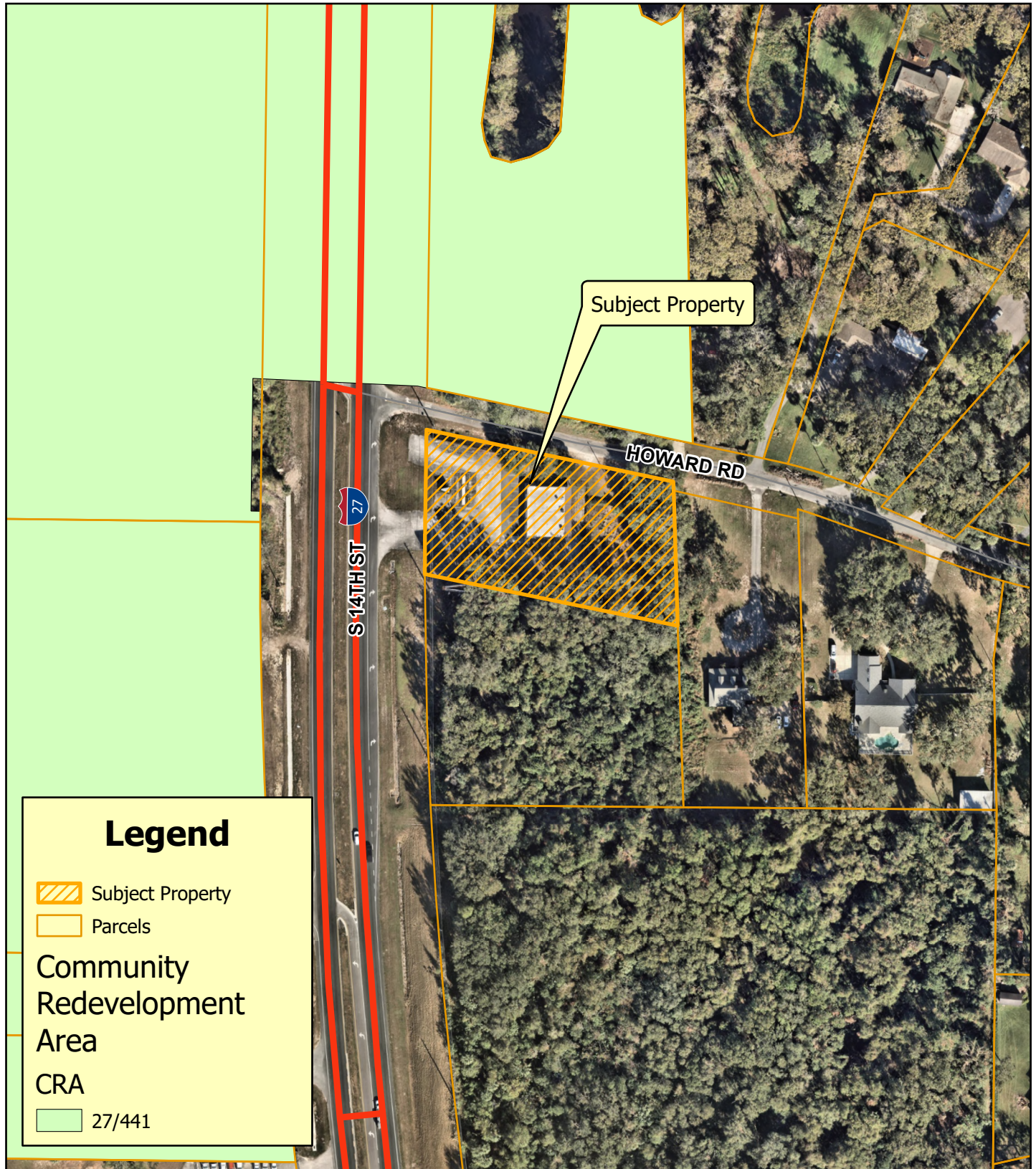


**Planning
& Zoning
Division**

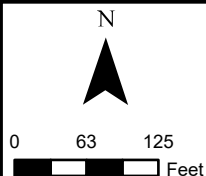


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Community Redevelopment Area

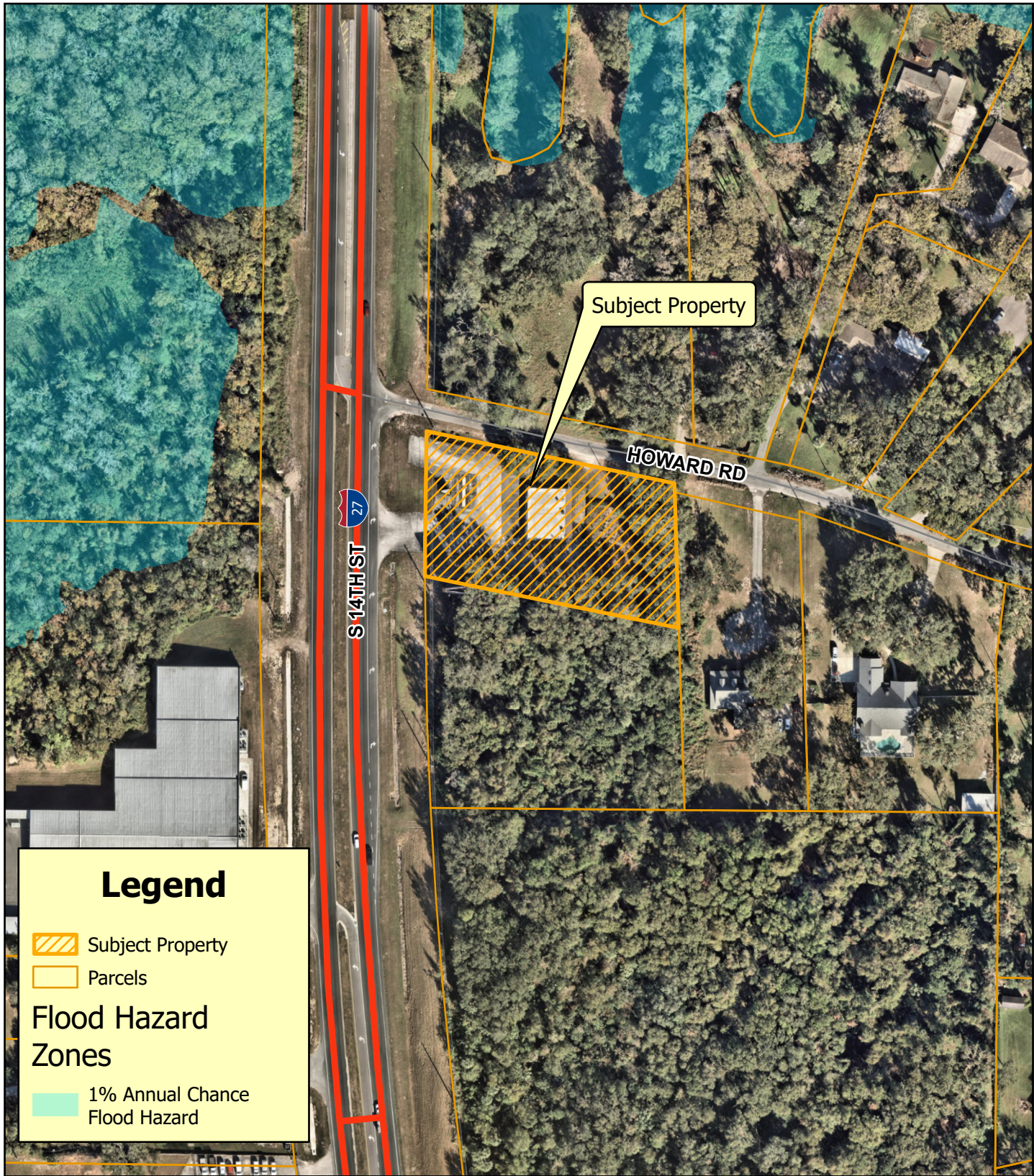


**Planning
& Zoning
Division**

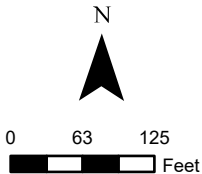


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Flood Zone

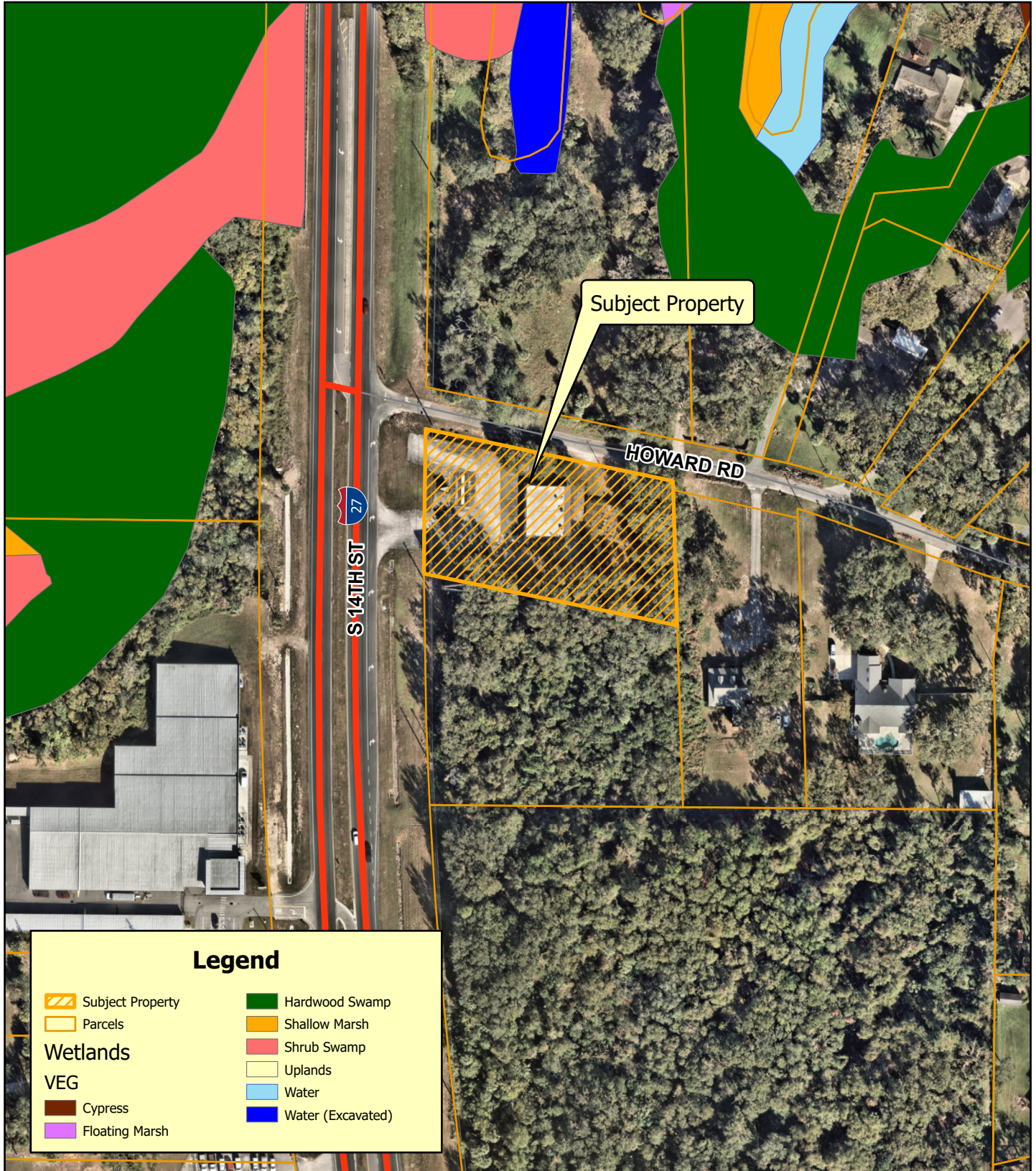


**Planning
& Zoning
Division**

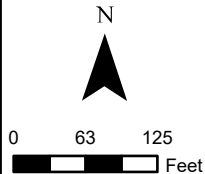


Two Boats Investments
ANNX-25-425; SSCP-25-426; RZ-25-427
AK #: 1293537
Section 2, Township 20 South, Range 24 East
January 28, 2025

Wetlands



**Planning
& Zoning
Division**



Two Boats Investments
 ANN-25-425; SSCP-25-426; RZ-25-427
 AK #: 1293537
 Section 2, Township 20 South, Range 24 East
 January 28, 2025



Closeup of Sign on Subject Property from Howard Road.



Looking North across Howard Road from Subject Property.



Looking East along Howard Road from Subject Property.



Looking South across Howard Road onto Subject Property.



Looking West across US-27 from Howard Road.



Close up of Sign on Property from US 27.



Looking north along US 27 from Subject Property.



Looking east from US 27 onto the Subject Property.



Looking south along US 27 from the Subject Property.



Looking west across US 27 from the Subject Property.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.C.1.

Meeting Date: March 24, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2024-25 budget to appropriate \$198,184, to be split equally, between the Water and Wastewater Funds; allowing the creation of Four (4) New Utility Service Technician positions and associated operating expenses for the purpose of meter reading; and providing an effective date.

Staff Recommendation:

Approve resolution modifying the FY 25 budget.

Analysis:

The City has been notified that the current water meter contractor, SWI, Inc., will no longer provide meter reading services after September 30, 2025. As a result, staff seeks the authority from the City Commission, to manage this important function with City staff and not use contractual services. The attached presentation will be presented by Paul Austin, Finance Director, which will provide detail about the staff recommendation.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A budget adjustment will be processed to add these funds in the current fiscal year. The \$198,184 will come from the Water and Wastewater fund reserve accounts. The FY 26 will be offset by the need not to have contractual services.

Account No. 001-1338-513-xxxx

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AMENDING THE FISCAL YEAR 2024-25 BUDGET TO APPROPRIATE \$198,184, TO BE SPLIT EQUALLY, BETWEEN THE WATER AND WASTEWATER FUNDS; ALLOWING THE CREATION OF FOUR (4) NEW UTILITY SERVICE TECHNICIAN POSITIONS AND ASSOCIATED OPERATING EXPENSES FOR THE PURPOSE OF METER READING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SWI, Inc., a current contractor, has provided noticed to the City of Leesburg that they will not renew their meter reading contract for the period starting October 1, 2025; and,

WHEREAS, the office of the City Manager has recommended to the City Commission that water meter reading function be returned to an “in-house” operating function of the Water and Wastewater Funds; and,

WHEREAS, the attached presentation provides specific details that support the City Manager’s recommendation.

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

That, the FY 25 budget will be amended by \$198,184, to be split equally between the Water and Wastewater Funds, for the creation of four (4) new Utility Service Technician and their associated operating expenses.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of March 2025.

Mayor

ATTEST:

City Clerk

City of Leesburg – Customer Service

Meter Reading 2025

- SWI, Inc. has been our contracted meter reading partner since December 2013.
- SWI, Inc. has notified us they plan on terminating meter reading services on September 30, 2025.
- They are on pace to manually complete 225,000 water meter readings in 2025. This equates to an annual cost of **\$281,250**. Our current charge is \$1.25 per meter read.
- Current industry standard in Central Florida ranges from \$1.50 – \$2.00 per meter read. At \$1.50 per read, employing a new contractor would put the annual cost to **\$337,500** at a minimum. The number of meter reads and its cost is anticipated to grow as new water services are installed and ERT's (Electronic Radio Transmitters) fail and are returned to a manual read process.

The City has the option of to bring back manual meter reading services in house as was done prior to December 2013.

- This would allow us total control of the meter reading process.
- Ensuring a more efficient process with accurate and timely billing.
- Reduced missed reads, incorrect reads and rereads.
- Allow meter box maintenance for more efficient future readings.
- Identify meter issues in the field, repairing minor leaks and avoiding possible lost revenue.

- The City has the option to bring back manual meter reading services in house at an annual cost of **\$294,552**.

EXPENSES - FY2025	Per Meter Reader	+4 Meter Readers
Payroll - wage, tax, ben. (\$20.33/hr)	\$62,608	\$250,432
Vehicles - R&M	\$4,500	\$18,000
Vehicles - MRU	\$1,005	\$4,020
Vehicles - Fuel	\$3,000	\$12,000
Insurance	\$6,500	\$6,500
Computer Workstation	\$400	\$1,600
Uniforms & Equipment	\$500	\$2,000
TOTAL - Annually	\$78,513	\$294,552
TOTAL - Monthly	\$6,543	\$24,546

- As we transition from SWI, Inc., it will require a 3-4 month training period in which the contractor has agreed to assist us with at no additional cost.
- Hiring of meter readers would commence in May 2025 with two (2) to start and the hiring of an additional two (2) in July 2025.
- May thru September would require an additional \$98,184 to cover the overlap in expenses and an additional one-time cash outlay of approximately \$100,000 to purchase 4 vehicles.
- As the contract with SWI, Inc. expires on September 30, 2025, the monthly meter reading expense would be \$24,546 or \$294,552 annually moving forward vs. the \$23,000+ monthly or \$281,250 annually we are paying currently.

Projected Cash Outlay	Budget for FY24/25 SWI Contract	Additional Cash Outlay for Meter Readers	TOTAL MONTHLY
MAR	\$ 23,000	\$ -	
APR	\$ 23,000	\$ -	\$ 23,000.00
MAY	\$ 23,000	\$ 12,273.00	\$ 35,273.00
JUN	\$ 23,000	\$ 12,273.00	\$ 35,273.00
JUL	\$ 23,000	\$ 24,546.00	\$ 47,546.00
AUG	\$ 23,000	\$ 24,546.00	\$ 47,546.00
SEP	\$ 23,000	\$ 24,546.00	\$ 47,546.00
TOTALS	\$ 161,000	\$ 98,184.00	