

AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, APRIL 14, 2025 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PRESENTATION:

- A. Presentation of the Florida Department of Environmental Protection's 2024 Plant Operations Excellence Award for the Highland Lakes Water Treatment Plant**

3. SPECIAL MATTERS:

- A. Presentation: Growth Data by City Manager**
- B. Resolution of the City Commission of the City of Leesburg, Florida, expressing its current position regarding Residential Annexations and Rezonings; and providing an effective date.**

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 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 a Task Order with AVCON, Inc., for design, bidding, and construction phase services, for a multi-unit, Corporate Hangar building, at the Leesburg International Airport; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Victoria Estates, Ltd. for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from MSF Gateway, LLC for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Silver Lake Commons, LLC, joined by United Community Bank; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Philip Castleman and Laura J. Castleman for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
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 Bellaviva at Whispering Hills, LLC, regarding natural gas service to the development known as Whispering Hills-Phase 1C; and providing an effective date.**
7. **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 1D; 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 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 1E; and providing an effective date.
9. 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 1F; and providing an effective date.
10. 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 1G; and providing an effective date.
11. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Public Transportation Grant Agreement (PTGA) 456524-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Design and Construction for the Rehabilitation of the Air Traffic Control Tower (ATCT) at Leesburg International Airport; and providing an effective date.
12. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with AVCON, Inc. for design, bidding, and construction administration, related to the ATCT Rehabilitation at the Leesburg International Airport; and providing an effective date.
13. 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 Brightleaf Properties, regarding natural gas service to the development known as Caldwell Estates; and providing an effective date.
14. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Professional Services – Design Agreement with Forefront Architecture and Engineering, LLC related to the Leesburg Gas Department Operations Center; 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 U.S. 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 U.S. 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 U.S. 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, 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.**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the existing R-1-A (Single Family Residential) Zoning on approximately 16.22 +/- acres to allow for agricultural uses for a property generally located east of Number Two Road and south of County Road 48, lying in Section 17, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Number Two Road Agriculture PDO)**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:

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

- A. None**

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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



Growth Data and Leesburg Planning Efforts

Monday, April 14, 2024

PRESENTATION OVERVIEW



1. **Staff Recommendation – Office of the City Manager recommends not to adopt a policy that temporally suspends residential annexations and re-zoning requests.**
 - **Bad Policy for Economic Development.**
 - **Moratorium, Suspension, Time Spans all lend itself the questionable legality of such action.**
 - **The resolution, in application, will not have the intended consequences for either side of the growth equation.**
2. **Presentation Take-A-Way - Leesburg City Staff has Worked in a Manner of Reasonable Due Diligence**
3. **Growth Data that Supports the Above.**

A PUD IS NOT A DEVELOPEMNT ORDER



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.**

8. TRANSPORTATION IMPROVEMENTS

- development of adjacent properties.
- A. Any transportation improvements or rights-of-way that may be required based on projected needs and shall be contingent upon site plan approval by staff during the development review and permitting process. The permitting process shall include consideration of required sidewalks, recreation

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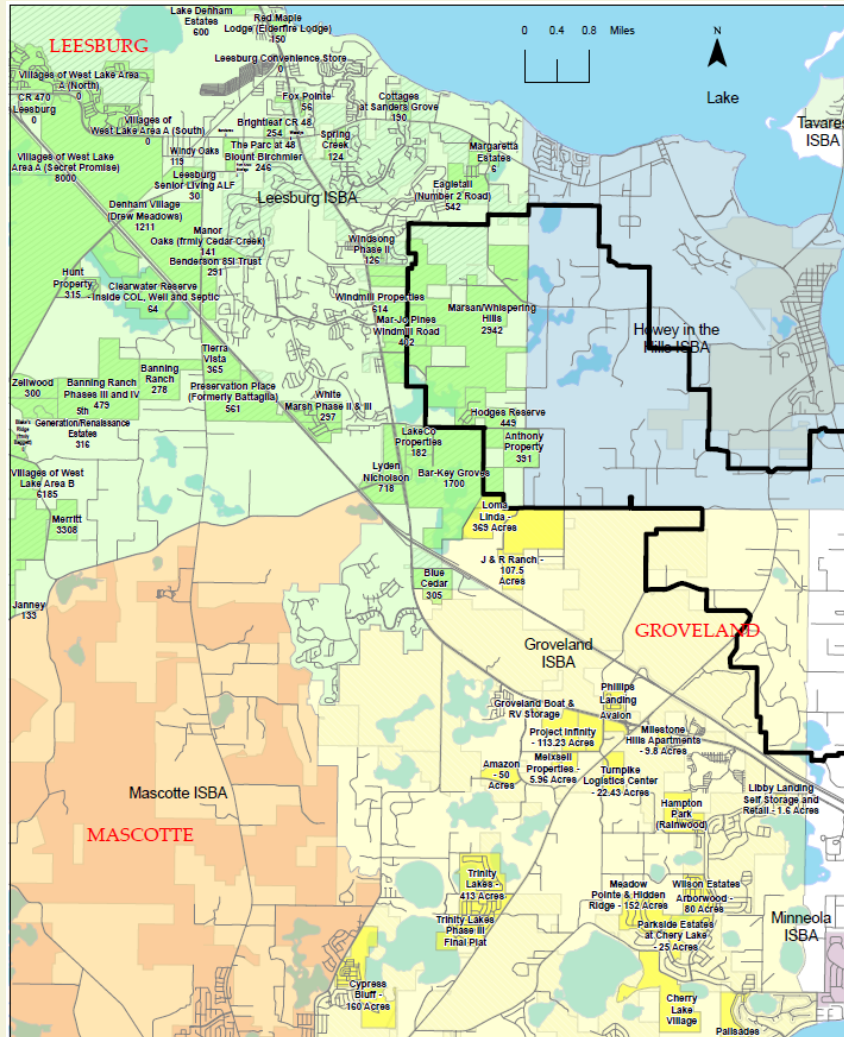
Silver Springs PUD-24-346 (PG.)

- 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.

**Developers Must
Reference Chapter
25, Article IX – Of the
Code of Ordinances
Zoning - Concurrency**

APPROVED UNITS AND ISBA



➤ 39,823 Approved Residential Units in the Leesburg ISBA

- ✓ 14,185 Units – Villages (35.6%)
 - ✓ 25,638 Units – All Other Development (64.4%)
 - ✓ 4,300 Units – Annexed from Yalaha/Apopka RPZ (11%)
- Annexations were Pursuant to the 2013 and 2014 ISBAs w/ Lake County
 - Compact and Contiguous w/ Leesburg ISBA and Unincorporated Urban Leesburg Areas

LEESBURG GROWTH PLAN



1. 4.5 to 6.0 MGD Turnpike Expansion
 - 1.8MGD (June 2025)
 - 250=7,200 Units/33 Units Per Month=218.18 Months/12=18.18 Years
1. Application to SJRWMD To Increase CUP (9 MGD – 15 MGD)
 - Denied (Current CUP Expires 2030)
 - 2 MGD Capacity
 - 2MGD/250=8,000 Units/33 Units Per Month=242.43 Month/12=20.21 Years

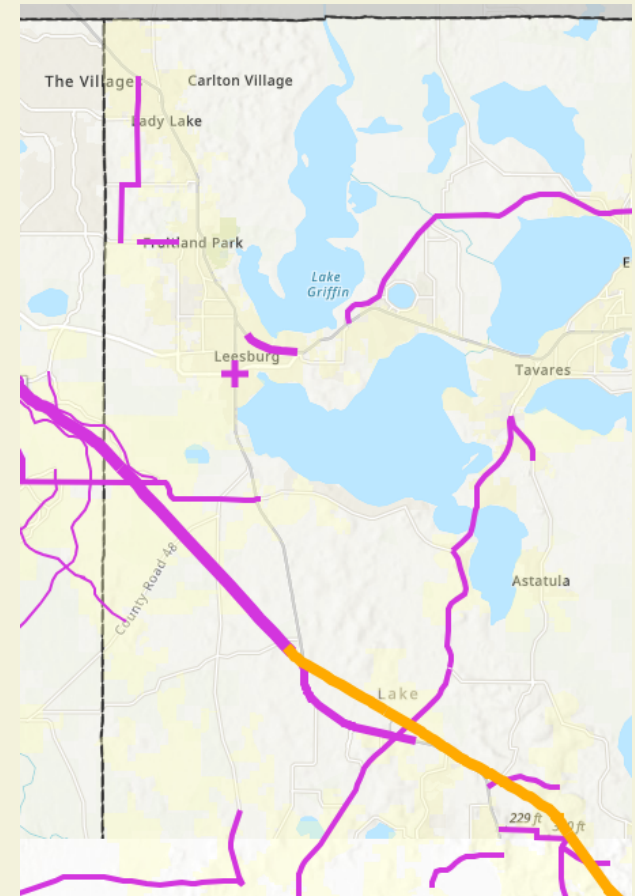
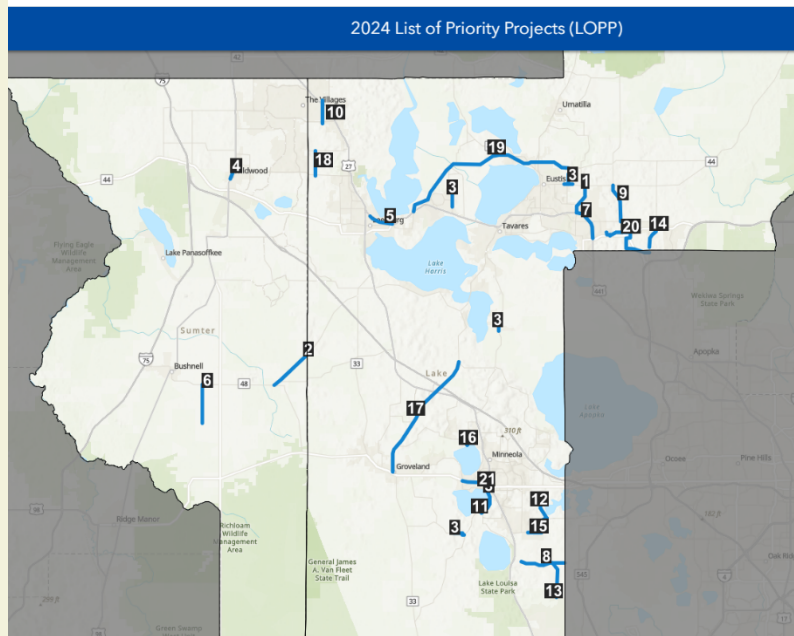
✓ Water and Sewer AT THE CURRENT PACE GETS LEESBURG TO 2030/35
2. NVR Homes Sewer ByPass Agreement
3. Gas Service Agreements
4. Modifications to PUDs for Conservation (Landscaping/Lighting)
5. Comprehensive Plan Adoption
 - Protection of Sunnyside
6. Infill Projects
7. HOME Grant
8. Lee School PUD
9. Electric Service Extension (Fruitland Park – SECO in South Leesburg)
10. Additional Police Officers and Firefighters

GROWTH AND ROADS



LS MPO 2024 Long Range Priority List

LS MPO 2024 Priority List



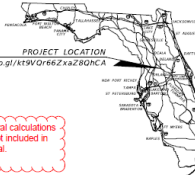




LAKE COUNTY

ENGINEERING DIVISION

CONTRACT PLANS



LAKE COUNTY PROJECT NO. 21-0940A

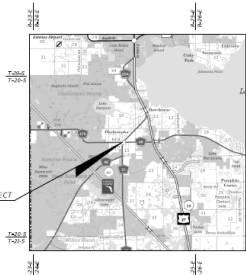
CR 470 / CR 48 AT CR 33

INTERSECTION IMPROVEMENTS

<https://maps.app.goo.gl/k9SVOr6kzA2B0NCA>

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	GENERAL NOTES
4	DRAINAGE MAP
5	SUMMARY OF DRAINAGE
6	TYPICAL SECTION
7	PROJECT LAYOUT
8	ROADWAY PLAN
9	INTERSECTION PLAN
10	DRAINAGE STRUCTURES
11	CROSS SECTIONS
12	TEMPORARY TRAFFIC CONTROL NOTES
13	UTILITY ADJUSTMENT SHEET
14	TABULATION OF QUANTITIES
15	SURVEYING PLANNING MATERIALS PLAN
16	SIGNALIZATION PLAN
17	SIGNAL HEAD LOCATION PLAN
18	GRADE BOOK WORKSHEET
19	STRAIN PLANT SCHEDULE (1)
20	ROADWAY SOIL SURVEY
21	REPORT OF BORINGS AND CORINGS
22	REPORT OF BORINGS RESULTS
23	SUMMARY OF VERIFIED UTILITY (1)



PROJECT LOCATION

<https://maps.app.goo.gl/k9SVOr6kzA2B0NCA>

Structural calculations
were not included in
submittal.

* TO BE INCLUDED IN THE NEXT SUBMITTAL

LOCATION OF PROJECT

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FPD-204-25 Standard Plans for Road and Bridge Construction with applicable Florida Sections (RS).

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FPD-204-25 Standard Specifications for Road and Bridge Construction at the Technical website
<http://www.fltdot.gov/programmanagement/implemented/specbooks>

PLANS PREPARED BY:

WATKINS ENGINEERING, INC.
 1000 N. W. 10th Avenue, Suite 101
 WEST PALM BEACH, FLORIDA 33411
 TEL: 561-834-8444

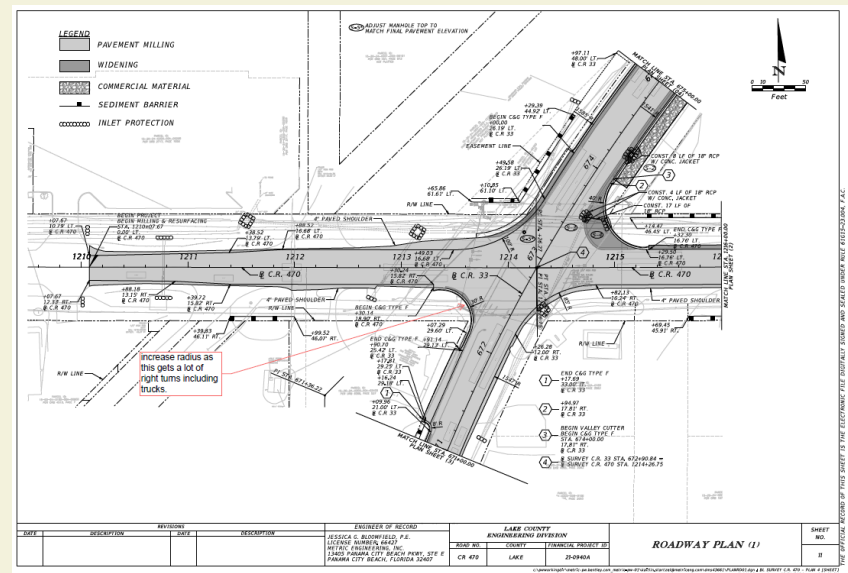
NOTE THE SCALE OF THESE PLANS MAY
 VARY CONSIDERABLY TO VARY CONSIDERABLY

ENGINEER OF RECORD: **BUARDI & COMPANY, P.C.**
 P.E. NO.: 8888

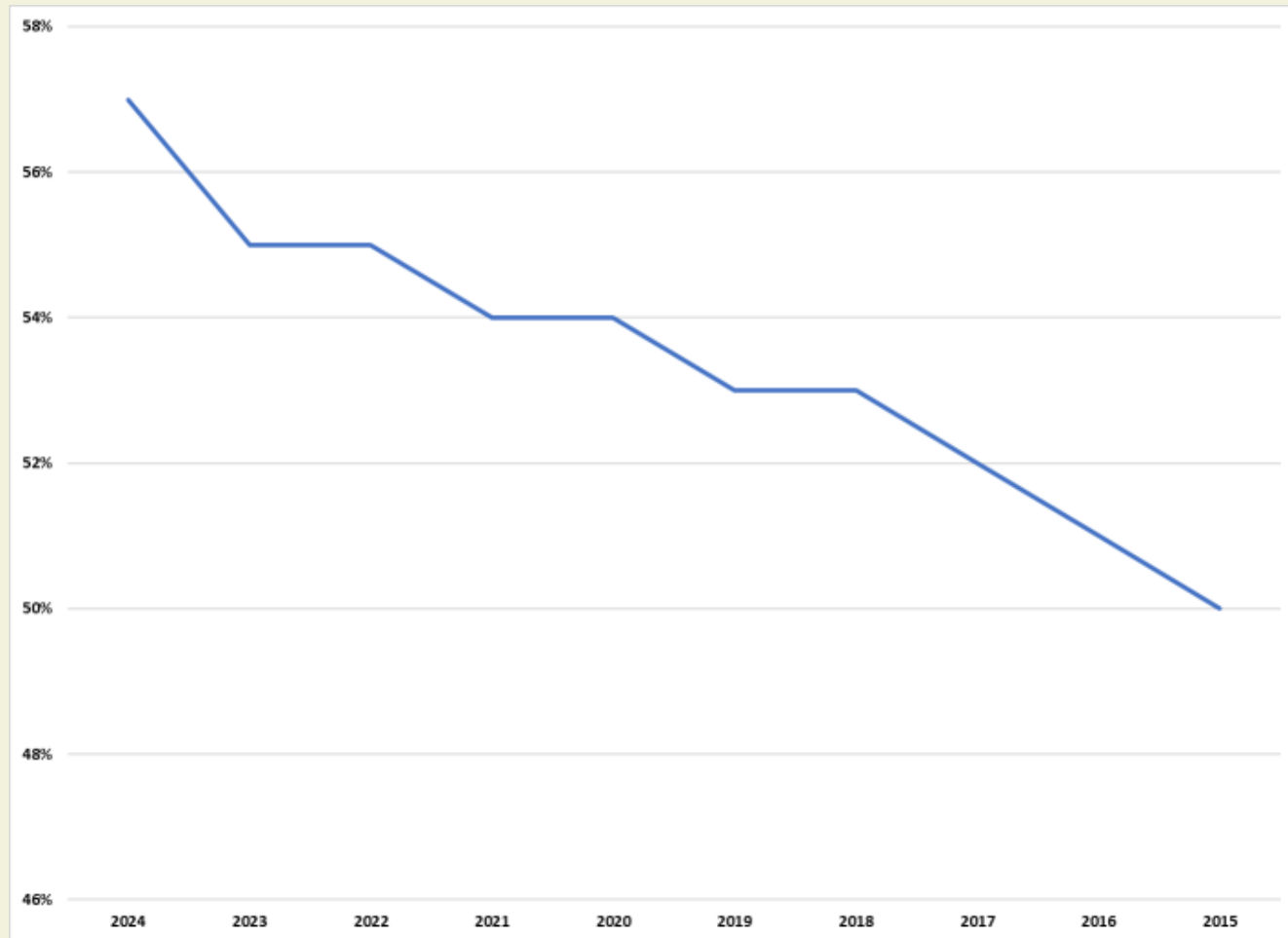
LAKE COUNTY PROJECT MANAGER:

GEORGE SOTEL, P.E.

CONTRACT NO.	FISCAL YEAR	SHEET NO.
		25



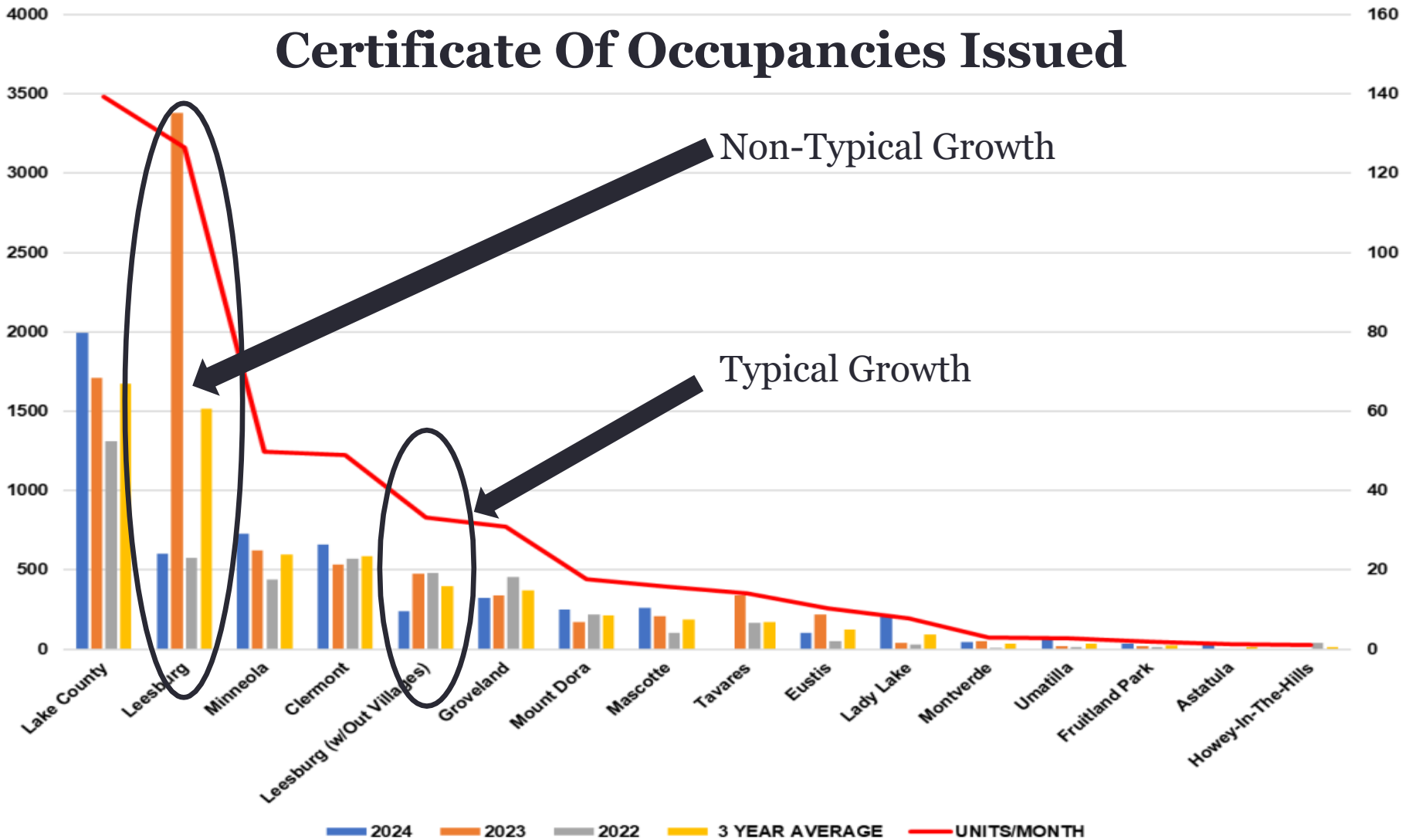
HOW FAST ARE CITIES GROWING?



GROWTH IS NOT A LEESBURG ISSUE – IT’S A LAKE ISSUE?



Certificate Of Occupancies Issued



Growth Measured by Percent Increase in Total Taxable Value for the Last Decade



High Growth In 2024

1. Leesburg w/ Villages
2. Minneola
3. Groveland
4. Clermont

High Growth In 2015

1. Groveland
2. Clermont
3. Minneola
4. Lady Lake (Villages)

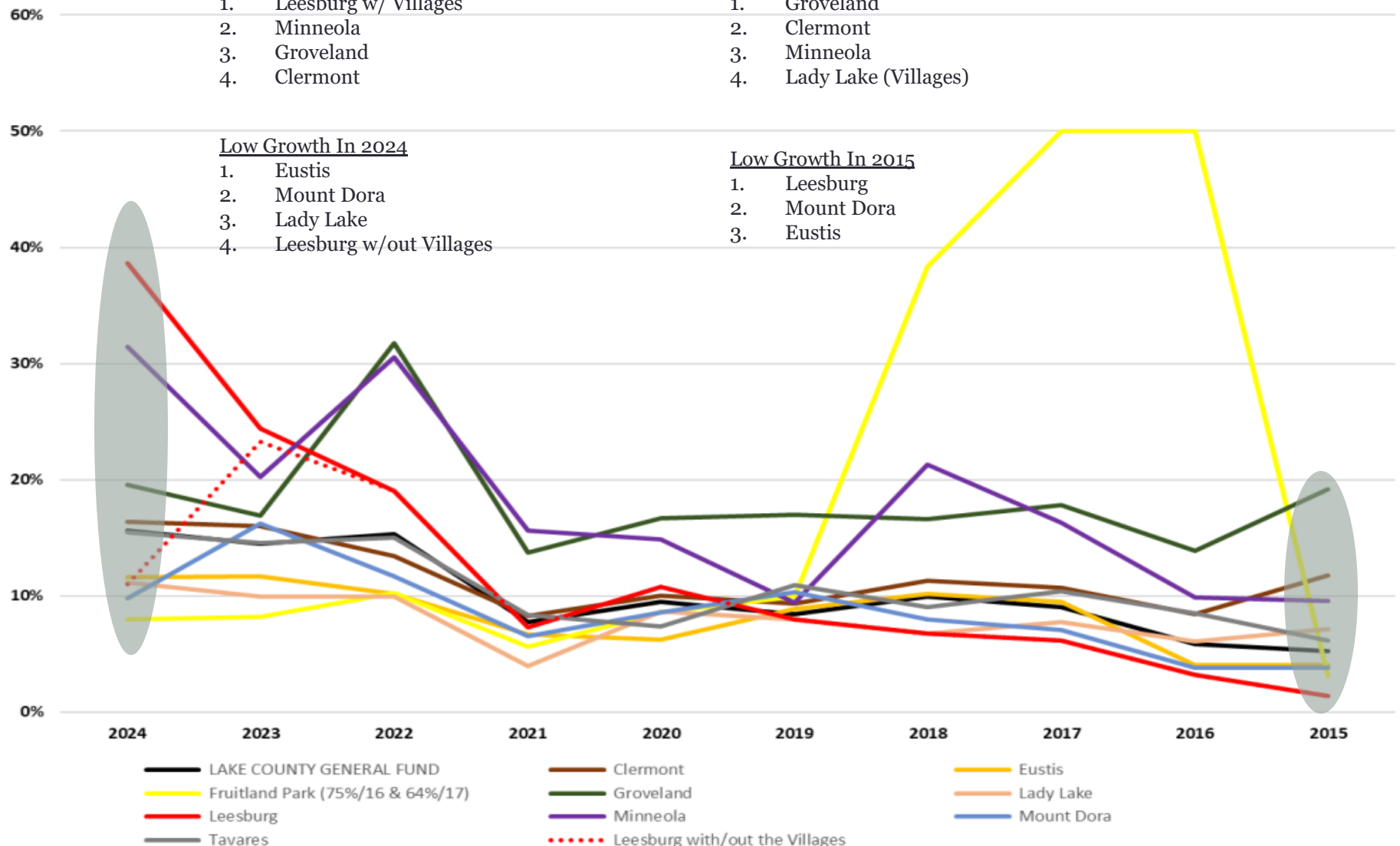
Cities w/ Taxable Value Over \$1B

Low Growth In 2024

1. Eustis
2. Mount Dora
3. Lady Lake
4. Leesburg w/out Villages

Low Growth In 2015

1. Leesburg
2. Mount Dora
3. Eustis



CITIES SUBSIDIZE COUNTY UNINCORPORATED SERVICES



Cities Portion of AdValorem Taxes		57%
Cities Population Proportion		54%
Total Lake GF	\$	317,97,632
Total Lake AdValorem Tax	\$	204,44,414
All Other Funding	\$	753,218
Cities Share of AdValorem	\$	116,315.98
Cities Share of All Other Revenue	\$	877,345.83
Total Revenue From Cities	\$	177,493,662
PERCENT OF CITIES COUNTY GF REV		56%

Leesburg Population	33,344
Lake County Population	433,331
Leesburg Percent of Lake	7.69%

Leesburg Percent of	
DST Revenue	4.51%
Gas Tax Revenue	4.73%

		SE	PROPORTIONAL SHARE
Econom		100%	\$ 1,363,120
Fairgro		100%	\$ 184,424
Housing		0%	\$ -
Veteran		100%	\$ 232,822
Medical examiner	\$ 1,459,556	100%	\$ 816,967
County Probation	\$ 1,091,441	100%	\$ 610,928
Information Technology	\$ 5,099,551	100%	\$ 2,854,446
Administrative Services \$ Gen. Governmen	\$ 9,221,861	100%	\$ 5,161,886
Extension Services	\$ 802,397	100%	\$ 449,137
Parks & Water Resources & LCWA	\$ 4,029,665	100%	\$ 2,255,583
Facilities Maintenance	\$ 15,377,203	100%	\$ 8,607,305
HR & Risk Management	\$ 1,367,983	100%	\$ 765,721
Public Works	\$ 300,000	0%	\$ 0
Animal Services	\$ 2,786,769	100%	\$ 1,559,879
Code Enforcement	\$ 1,198,229	0%	\$ 0
Emergency Management	\$ 385,109	100%	\$ 215,563
Public Safety Admin/Support	\$ 3,949,941	100%	\$ 2,210,958
Planning and Zoning	\$ 3,191,965	0%	\$ 0
Constitutional Officers/Judicial			
Clerk Of Courts	\$ 10,621,819	100%	\$ 5,945,505
Property Appraiser	\$ 4,878,777	100%	\$ 2,730,869
Tax Collector	\$ 9,633,234	100%	\$ 5,392,150
Sheriff - Corrections	\$ 5,134,355	100%	\$ 2,873,927
Sheriff - Ops/Roads	\$ 123,341,979	30%	\$ 20,711,999
Supervisor of Elections	\$ 7,424,719	100%	\$ 4,155,946
Judicial Support	\$ 6,932,234	100%	\$ 3,880,280
Reserves/Debt/Tax Increment			
Debt Service	\$ 5,149,247	100%	\$ 2,882,263
Tax Increment Payments	\$ 12,632,192	ALL	\$ 12,632,192
Reserves	\$ 53,051,981	100%	\$ 29,695,556
Transfers	\$ 15,441,901	100%	\$ 8,643,519
	317,097,632		
		CITIES GF EXPENSES	\$ 126,832,943
		CITIES REVENUE CONTRIBUTIONS	\$ 177,493,662
		DIFFERENCE	\$ (50,660,719)
		CITIES' COUNTY SUBSIDY	15.98%

57% of AdValorem Tax

\$50.6 Million Subsidy

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 3.B.

Meeting Date: April 14, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, expressing its current position regarding Residential Annexations and Rezonings; and providing an effective date.

Staff Recommendation:

The office of the City Manager recommends against approving the resolution calling for a temporary suspension of residential annexations. This recommendation comes for two primary reasons. First, the City Manager's office questions the legality of such an action. Second, the City Manager's office is of the position that growth and development are a major economic staple of the region and such a statement would negatively impact the City's efforts to grow and develop the regional economy.

Analysis:

At the meeting, the City Manager will review growth statistics and provide additional information supporting the recommendation. At the time of the writing of this staff report, the data presentation was not complete.

Upon its completion, the data and presentation will be made public. It is estimated that this data will be forthcoming by the end of business on Friday, April 11.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

RESOLUTION _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, EXPRESSING ITS CURRENT POSITION REGARDING RESIDENTIAL ANNEXATIONS AND REZONINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Leesburg ("City") currently has over thirty thousand undeveloped, approved single-family residential lots within its city limits; and

WHEREAS the City's planning department has recently been inundated with an influx of applications for approvals at various stages of residential development on these existing lots, and

WHEREAS, at the same time, the City has been receiving inquiries regarding annexations of additional property for residential development as well as potential rezonings from non-residential uses to residential, and

WHEREAS, the City Commission believes that a vibrant and sustainable community should maintain a mix of uses to meet the needs of its residents; and

WHEREAS, the City Commission is concerned that the balance of the City's growth has shifted too far towards residential development and seeks to provide its residents with more local options so that they may work, shop, and recreate at home by promoting non-residential development within the City; and

WHEREAS, the City wishes to cultivate a community that does not rely solely on residential growth but instead is sustainable through a balanced mix of uses within the City, and

WHEREAS, the City Commission believes that growth should not only pay for itself but enhance the overall well-being of its residents, and

WHEREAS, temporarily pausing new residential annexations or rezoning would allow staff to focus on existing projects, promote non-residential growth, and enable infrastructure—such as schools, roads, and utilities—to develop concurrently with new development; and

WHEREAS, the City Commission finds and determines that it is in the best interests of the City and its residents to slow the pace of growth by providing this resolution of the City Commission's current position regarding new residential annexations or rezonings from non-residential to residential uses; and

WHEREAS, the City Commission will consider any application for residential annexation or rezoning during this period; however, outside of extremely compelling circumstances, the City Commission wishes to notify applicants of its current position so as to potentially save them the time, resources, and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS·

Section 1. **Resolution of Intent.** The City Commission of the City of Leesburg hereby expresses its position to place a temporary pause on: a) residential annexation, and b) rezonings involving comprehensive land use amendments from non-residential uses to residential uses, until January 1, 2027.

Section 2. **Effective Date and Duration.** This resolution shall be effective on the date signed below and shall remain in effect until midnight on December 31, 2026. However, any applications that were received by the City prior to April 1, 2025, shall not be affected by this resolution.

PASSED AND RESOLVED this ____ day of _____, 2025, by the City Commission of the City of Leesburg, Florida.

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Request for Moratorium on Annexation and Development in Leesburg, FL

The undersigned residents of the City of Leesburg are opposed to new annexations and developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will inevitably and negatively impact all of our lives.

Thus, we are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

Name	Street Address	Date
MELODY VILLARINI	27704 SNOW ORCHID CT L'BURG	3/27/25
Sally Smieszny	27708 Snow Orchid Ct Leesburg	3/27/25
Elizabeth Kwiatkowski	26625 Otter Creek Lane	3/27/25
Karen Regne	26622 Otter Creek Ln	3/27/25
Kathy Davis	34128 Chipping Spring Dr.	3/27/25
Carolyn Hanson	27020 NATURE VIEW ST LEESBURG FL.	3/27/25
Eleonor G. EARLEY	4693 Spring Grove Ln Leesburg FL	3/27/25
Margaret E. MILLER	27523 PINE STRAW RD LEESBURG	3/27/25
Jill Manak	5346 Pond Crossing Pl Leesburg FL	3-27-25
Chloe Vaughn	3702 Arlington Ridge Blvd Leesburg, FL	34748
Perri F. Daly	26751 Cash Ct. Leesburg FL	34748 3/27/25
Suzanne Matt	4432 Antiekam Creek Tr Leesburg	34748 3/27/25
Lynne Klaczak	316 Waterwood Dr Yalaha	34797 3/27/25
Nettie Goeler	26910 Camerons Run Leesburg	34748 3/27/25
Barbara Teymeyer	26757 Cash Ct Leesburg	34748 3/27/25
Jayne Mullen	4648 ARLINGTON RIDGE BLVD	34748 3/27/25
Carol Schmidt	5904 McEnroe Ct Leesburg	34748 3/27/25
Goh Miestra	26507 Manassas Dr Leesburg	34748 3/27/25
Denise DaCosta	75 Canal Dr Yalaha FL	34797 3/27/25
Stephanie Cox	16 Palm Dr Yalaha FL	34797 3/27/25

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Name	Street Address	Date
Kathy Wilkert	5310 Fantasy Way	3-27-25
Yvonne Mautner	4379 Bent Creek Ln	3-27-25
Diana Szelak	5933 McEnroe Ct	3-27-25
Jerry Szelak	5933 McEnroe Ct	3-27-25
John Schulte	5313 Butterfly Ct	3-27-25
Andrea Cassidy	27418 Desert Rose Ct	3-27-2025
Eileen Paracels	5309 Butterfly Ct	3-27-25
Barbara Howell	27501 Stoney Brook Dr.	3-27-25

Request for Moratorium on Annexation and Development in Leesburg, FL

The undersigned residents of the City of Leesburg [REDACTED] are opposed to new annexations and developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will inevitably and negatively impact all of our lives.

Thus, we are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

Name	Street Address	Date
CAROL TILLO	27432 DESERT ROSE Ct. LEESBURG, FL. 34748	3/6/25
Greg Knapp	27015 Old English Ct Leesburg	3-6-25
Dor Knapp	27015 Old English Ct Leesburg	3-6-25
Constance P. Ray	6109 Hunters Ridge Ave Leesburg	3-6-25
Ethel Bradford	5733 Celebration Way Leesburg	3-6-25
DAVID HUTTEN	5304 FANTASY WAY LEESBURG	3-6-25
Monica Crosetti	27114 Nature View St Leesburg	03-06-25
FRED NICHOLS	5314 BUTTERFLY LEESEBURG	3-6-25
Marilyn Nichols	5314 Butterfly "	3-6-25

Request for Moratorium on Annexation and Development in Leesburg, FL

The undersigned residents of the City of Leesburg [REDACTED] are opposed to new annexations and developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

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Name	Street Address	Date
Susan Scarcella	5139 AURORA DR. Leesburg	3/6/25
Babs Treiber	27342 Orchid Glades St, Leesburg	3/6/25
Steve Treiber	" " " "	" "
JOAN ROCK	27132 STONEY BROOK DR, Yuckum	352-315-1024
Harry Rock	27132 " STONEY BROOK DR, Leesburg	"
Bill Smith	27120 STONEY BROOK DRIVE	352-504-0577
KAREN SMITH	27120 STONEY BROOK DRIVE	352-504-0577
Mary Button	27210 Falcon Featherway	3/6/25
Sharon Harrington	27206 Falcon Featherway	3/6/25
Kristy Hammerick	5504 Aurora Dr.	
Steven Woolley	26705 WETHANS WAY	3/6/25
DEARNE BORRSTEN	27432 DESERT ROSE CT	3/6/25
MIRIAM CRAIG	5903 Tumbleweed Trail	3/6/25
BYRON CRAIG	5903 Tumbleweed Trail	3/6/25
Eileen Paradis	5309 Butterfly Ct	3/6/25
Kurt Paradis	5309 Butterfly Ct	3/6/25
Molly Santry	5109 River Edge Ln	3/6/25
Cindy Phelps	27700 Snow Orchid	3/6/25
Dorothy Williams	5408 Aurora Dr, Leesburg	3-6-25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Dionicia Cregg Morris	5742 Blue Savannah	3/6/25
THOMAS HERON	5726 BLUE SAVANNAH	3-6-25
Joy Yorko	5334 Celebration Way	3-6-25
Charles Yorko	5334 Celebration Way	3-6-25
A	1312 Treasure View Way	3/6/25
Joyce Mettan	5312 Treasure View Way	3/6/25
Celine Riendeau	3902 Sage Leaf Pl.	3/6/25
Barbara Dutton	5324 Funtan Way	3/6/25
Margie Pomerleau	27343 Orchid O-lade ST	3/6/25
BARBARA HOWELL	27501 SENEY BRACK DR.	3-6-25
DENISE SIDLEY	5345 BUTTERFLY CT.	3-6-25
Jeena Maruto	27324 Pine Straw Rd.	3-6-25

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Name	Street Address	Date
Lucie Di Santo	5907 Tumbleweed Trail	3/6/25
Gay Di Santo	5907 Tumbleweed Trail	3/6/25
William Noun	3572 Blue Savannah Dr	3/6/25
Emile Riendeau	5902 Sage Leaf Place	3/6/25
Geri Furdock	27008 Nature View St	3/6/25
NORMAN HOWELL	27501 STONEY BROOK DR.	3/6/25
Gay L Burch	5612 Aurora Dr.	3/6/25
Cheryl M Burch	5612 Aurora Dr.	3/6/25
Kathleen Conway	5409 Aurora Dr.	3/6/25
MARY VAUGHAN	27304 Gingerbread Pl	3/6/25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
MATTHEW SIDLEY	5345 BUTTERFLY CT.	3-6-25
DORIS DASTALTO	5608 AURORA	3-6-25
Jim DASTALTO	5608 AURORA	3-6-25
Teri Fuentes	27205 Falcon Feather Way	3-6-25
Julio Fuentes	27205 Falcon Feather Way	3-6-25
ROXANNE DUPUIS	5147 AURORA DR	3-6-25
DANIEL DUPUIS	5147 AURORA DR	3-6-25
Kathleen Herbert	5365 Butterfly CT	3-6-25
John Westrick	" "	" "
RICHARD BRUM	5022 HUNTERS RIDGE AVE	3-6-25
TREVOR HONEI	6108 HUNTERS RIDGE AVE LEESBURG	03-6-2025
Bill Ingram	27311 Pine Straw Rd Leesburg	03-6-2025
Jamara Ingram	27311 Pine Straw Rd Leesburg, FL	3/6/25
Dick J. Glover	27205 Stoney Brook Dr, Leesburg	3-6-25
GILL HONEI	6108 HUNTERS RIDGE AVE LEESBURG	3-6-25
Jean Glover	27205 Stoney Brook Dr, Leesburg	3-06-25
TOM VIZZI	27304 GINGERBREAD LEESBURG	3-6-25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Sharon Kochlany	2726 Roanoke Drive	3-27-25
Gloria Giantonio	3510 Arlington Ridge	3-27-25
Carla Kanopack	26829 Augusta Springs Cir	3-27-25
Bruce Hadd	27142 Nostalgia Ln	3-27-25
Cathy Schultzel	5313 Butterfly Ct	3-27-25
Brenda Daffy	5333 Butterfly Ct	3-27-25
Julien Casper	3527 Arlington Ridge Blvd	3-27-25
Lorna Harris	3515 Arlington Rd Blvd	3-27-25
Sharon Steger	5848 Blue Savannah Dr	3-27-25
Patrice DeHaven	5719 Botner Dr	3/27/25
Carol Derosier	5331 Aurora Dr. Leesburg	3/27/25
Ellen Wiebe	27109 CAMERONS Run	3/27/25
Sharon Behr	27107 Cameron Run	3/27/25
Phyllis Ginn	27235 Roanoke Dr.	3/27/25
Jeannette Hinks	525 Golfview Ct.	3/27/25
Eleora Blenden	26725 Augusta Sp	3/27/25
Blair M. Loney	181 Dutchman Lane	3/27/25
Roberta Blocher	57514 Briar Patch Pl	3/27/25
Chris Hazel	5804 Sander Green Cir.	3/27/25
Anna Maria V. Crum	3535 Arlington Ridge, Leesburg	3/27/25

Request for Moratorium on Annexation and Development in Leesburg, Florida

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Name	Address	Date
Frank Feczko	5142 AURORA A. Leesburg	3-1-25
JOHN SIMPSON	27520 PINE STRAW RD.	3-1-25
JANICE SIMPSON	27520 PINE STRAW RD.	3-1-25
JAH MILLEN	27523 PINE STRAW RD	3-1-25
MARGARET MILLEN	27523 PINE STRAW RD	3-1-25
JOHN PREZIOSO	5615 CELEBRATION WAY	3/1/25
Marge Ann Feczko	5142 Aurora A	3-1-25
Jean Ann Orr	516 Hawthorne Blvd	3-11-25
Will Deaver	13920 Tennessee Ave	3-11-25
Sandra Morrison	25505 OAK ALLEY	3-11-25
RICHARD MORRISON	25505 OAK ALLEY	3/11/25
John Assell	9	
Michelle Assell	26321 Glen Eagles Dr	3-11-25

Request for Moratorium on Annexation and Development in Leesburg, Florida

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Name	Address	Date
Pat Blaschka	27414 Pine Straw Rd	3/1/25
Dana Arlene Dixon	5810 Greenbriar Loop	3/1/25
Rinda Appel	5939 Sage Leaf Pl	3/1/25
DALE E. STEVENS	5329 FANTASY WAY	3/1/2025
Robert Smith	27633 Stoney Brook Dr	3/1/25
Larry Blaschka	27414 Pine Straw Rd	3/1/25
FRANK D'ANGELO	5520 AURORA DR	3-1-25
John Harvey	5354 Pond Crossing Pl	3-1-25
Sylvia Therman	5805 Celebration Way	3-1-25
John Kuska	5523 Celebration Way	3-1-25
Kurt Turner	26573 Forest Hills St	3-11-25
Celia Ornela	5937 GRASS CT	3-11-25

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Name	Address	Date
Karen Wood	26804 Bull Run	2/18/25
Nancy Tennant	26536 Deuce Ct.	2/18/25
May Rathbun	5080 E1 Destino Dr, Leesburg	2/18/25
Marlene Crane	2005 Helms Ave Lsgb	2-18-25
[REDACTED]	[REDACTED]	2-18-25
[REDACTED]	[REDACTED]	[REDACTED]
JAMES D. WILMOTH	4348 ARLINGTON RIDGE BLVD	2/18/25
Laurie Bridges	25222 Quail Croft Place	3/7/2025
ROBERTA A. BRIDGES	25222 QUAIL CROFT PL	3/7/2025
FORREST Lindsay	27351 ROANOKE DR.	3-7-25
Connie Wise	27351 Roanoke Dr	3-7-25
CAROLYN COBUCCI	4552 SAWGRASS LA CIR	3/11/25
Loretta Shilling	3838 Plantation Blvd	3/11/25
JANE SWEN	26105 NEWCOMBE CIRCLE	3/11/2025
Mary Kay Wethers	26704 White Plains Way	3/11/2025
Linda J. Williams	26725 White Plains Way	3/11/25

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Name	Address	Date
Bob & Carol Bewley	Legacy at Leesburg	3/1/25
Roy Moore	27032 Old English Ct Leesburg	3/1/25
Verna Moore	"	"
Marilyn Young	5305 Treasure View Way	3/01/25
Walter Young	" "	3/1/25
Joy & Ray Crawl	5639 Celebration Way	3/1/25
Paul & Rosemary Gerrits	5507 Celebration Way	3/01/2025
Linda Plotsky	5715 Celebration Way Leesburg	3/1/25
Loralee Kinsel	27500 Pine Straw Rd Leesburg	3/1/25
JOAN KINSEL	27500 PINE STRAW RD LEESBURG	3/1/25

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[illegible]

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Name	Address	Date
Angelika Wmg	5721 Celebration Way	3/1/2025
John Kotsonis	27143 Stoney Brook Dr.	3/1/25
Marianne Kotsonis	27143 Stoney Brook Dr.	3/1/25
Katy Kressi	5100 Aurora Drive	3/1/25
Richard Kress	5100 Aurora Dr.	3/1/25
ELISE DENWISON	27423 ORCHID GLADE	3/1/25
Christine Conley	27602 Country Stone Ct	3/1/25
Milvonn Conley	27602 Country Stone Ct	3/1/25
Duane Wing	5721 Celebration Way	2/1/25
Sharon Ellwell	27311 Orchid Glade St	3/1/25
Patricia Allerton	27201 Blue Willow Ct.	3/1/25
GENE EVERSON	27409 PINE STRAW RD	3/1/2025
Sharon EVERSON	27409 PINE STRAW Rd	3/1/25

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Name	Address	Date
Ken Nowak Ken Nowak	27205 Blue Willow Ct Leesburg	2/28/25
Joan Nowak	" " " " "	2/28/25
Celine Riendeau	5902 SAGE LEAF PL, Leesburg	3-1-25
Emile C. Riendeau	5902, SAGE LEAF PLACE	3-1-25
George Starosela	5137 River Edge Ln	3-1-25
Kathy Starosela	5137 River Edge Ln	3-1-25
Joan Bradford	5733 CALIBRATION WAY	3-1-25
Clayton Lynch	5334 Pond Crossing Pl	3-1-25
Cassandra Woolley	26705 Wetlands Way	3-1-25
Dorothy Hubbes	5902 CAUDAL GLOW 34748	3-1-25

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Name	Address	Date
Mary K Bush	26930 White Plains Way	2/20/25
Linda Luethmers	26614 Augusta Sp Cr	2/20/25
Dan Luethmers	SAME	2/20/25
George Kuhl	3523 Arlington Ridge Blvd	2/20/25
Larry Vitar	26814 BULL RUN	2/20/25
Daniel Heeshlager	26678 OTTER CREEK LN	2/20/25
Gary L. Zell	3673 ARLINGTON Ridge BLV	2/20/25
Roxane Zell	3673 Arlington Ridge Blvd.	2/20/25
Shirley A. Hunt	27043 ROANOKE TR	2/20/25
Jean Lester	"	2/20/25
Jeff Dink	4295 JAMES RIVER CIRCLE	2/20/25
[Signature]	26910 Camcross Run	2/20/25
GARY MARIANOSE	26537 River Bend Dr	2/20/25
CYNIA MARIANOSE	26537 River Bend Dr	2/20/25
Lettie Noel	26910 Camerons Run	2/20/25
Elizabeth Dink	4295 James River Cir	2/20/25

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Name	Address	Date
Ron Campbell	5525 Clay CT Leesburg	2-20-25
Larry Call	1109 OAK Dr Leesburg	2-20-25
Leonard Lacey	4949 Saw Grass Lk Cir Leesburg	2-20-25
Susan Lacey	4949 Saw Grass Lk Cir Leesburg	2-20-25
Steph Campbell	152 WIGSWORTH WAY LEESBURG	2/20/25
Kristie Smith	1109 Oak Dr. Leesburg	2/20/25
JOHN LANTZ	4628 BECCA GROVE	2/20/25
Karen Wood	26804 Bull Run Lakes	2/20/25
Roy Craddock	4445 Antietam, Leesburg	2/20/25
Deely Stuttgart	26715 Manassas Dr	2/20/25
Shirley Boyko	26706 Cash Dr.	2/20/25
Cindy Tiller	26805 Racquet circle	2/20/25
Randy Stuttgart	4305 Arlington Ridge Blvd	2/20/25
Spencer Boyer	475 Heritage Hall LEESBURG	2-20-2025
[REDACTED]	[REDACTED]	[REDACTED]
MARTIN P. MCCOY	5442 TANGERO ST.	2-20-25

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Name	Address	Date
GARY SPRICK	4105 Arlington Ridge Blvd	2/20/25
Linda Sprick	4105 Arlington Ridge Blvd	2/20/25
PATRICIA SCHAEFER	4436 ANTIETAM CRK TRL 34748	02/20/25
MARIANNE PICKENS	4441 ANTIETAM CRK TRL Lsbg 34748	02/20/25
Larry Hay	27320 Orchid Glade ST 34748	2/20/25
GARY GUERRETTE	5127 RIVER EDGE LN 34748	2/20/25
Rod Pickens	4441 Antietam Creek	2/20/25
Muri Pickens	Same "	"
Shirley Kotow	26544 Deuce Ct	2/20/25
Sandra Boek	5706 Whisper Pine Dr	2/20/25
MARGIE AUGHEY	25313 RIVERCREST DR-LEESBURG	2/20/25
Kelly Sigmund	25313 River crest dr Leesburg	2/20/25
Mary Ann Schaefer	25230 Grogan/Craft Place	2/20/25
[REDACTED]	[REDACTED]	2/20/25
[REDACTED]	[REDACTED]	2/20/25
[REDACTED]	[REDACTED]	2/20/25
J. J. Kouchak	4814 SAGE RIDGE LEESBURG	2/20/25

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Name	Address	Date
JOHN FRIZALONE	25200 QUAIL CROFT PLACE	3/7/25
John J. Cira	123 BOUGAINVILLEA DR.	3/7/25
Bita Coleridge	26237 Newcombe Rd. Leesburg FL 34748	3-7-25
Kamrona Smith	6625 TROQUIOS ST, Leesburg FL	3-7-25
Jul Schmeigel	26910 White Plains way	3-7-25
William Crast	5152 Aurora Dr, Leesburg, FL	3/7/25
Billy Bracy	5445 Roosevelt Cir FL	3/7/25
ROBERT SURPRENANT	26913 WHITE PLAINS WAY Leesburg	3-7-25
Robbie JEAN TABECKI	225 PARADISES, Leesburg	3-7-25
MARTIN-SUE MCCOY	5442 TANGLO ST. "	3-7-25
Dorey M. Patchen	28248 River Run Dr. Leesburg	3-7-25
Jenny Lindner	26669 Otter Creek Lane	3/7/25
Nancy Patchen	28248 River Run Dr. Leesburg	3-7-25
Cheryl Lindner	26669 Otter Creek Lane	3/7/25
Marge Butler	176 Crown Dr. Leesburg, FL	3/7/25
Lewis Butler	176 Crown Dr Leesburg FL	3/7/25

Request for Moratorium on Annexation and Development in Leesburg, Florida

The undersigned residents of the City of Leesburg ~~are~~ are opposed to new annexations and high-density developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will negatively impact all of our lives.

We are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

Name	Address	Date
Kenneth Moore	4610 SKULINE DR LEESBURG	3/8/2025
RALYN TREADWELL	4616 SKULINE DR LEESBURG	3/8/2025
Audrey Stewart	28225 River Run Leesburg	3/8/2025
Jim Reagle	28218 River Run Dr. Leesburg	3/8/2025
John Krzywada Krzywada	28400 Helena Rd Leesburg	3/8/2025
DURaine + TRACY HENDERSHOT	28430 Helena Run DR	3-8-2025
Charles Wadson	28350 Loft Mt Dr Leesburg	3-8-2025
Bart A. Besley	28406 Helena Run Dr. Leesburg, FL	3/8/25
Sharon Besley	28406 Helena Run Dr Leesburg	3/8/25
JANET Reagle	28218 River Run Dr. Leesburg	3/8/25
Tina Krzywada	28400 Helena Run Dr. Leesburg	3/8/25
Ken Sommer	4924 SAWGRASS LAKE CIR LEESBURG	3/12/25
Ron Curren	5525 Clay Ct Leesburg	3/12/25
_____	_____	_____
Danney Gray	6129 WARD ST Leesburg 34748	3/12/25
Edull Rockwell	5527 Belle Terre Dr 34748	3/12/25
Kath Z Kryn	5232 East Delargo	3/12/25

Request for Moratorium on Annexation and Development in Leesburg, FL

The undersigned residents of the City of Leesburg and Unincorporated Lake County are opposed to new annexations and developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will inevitably and negatively impact all of our lives.

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Name	Street Address	Date
Jackee Gray	4595 Shenandoah River Trl Leesburg	3/31/25
Albert Banker	4635 Shenandoah River Trl, Leesburg	3/31/25
Nelda Banker	4635 Shenandoah River Trl, Leesburg	3/31/25
Harry J. Anderson	4607 Shenandoah River Trl, Leesburg	3/31/25
Mary S. Anderson	4607 Shenandoah River Trl, Leesburg	3/31/25
Pauline J. Moore	4619 Shenandoah River Trl, Leesburg	3/31/25
Tam Moore	4619 Shenandoah River Trl, Leesburg	3/31/25
Nancy B. Quigg	4613 Shenandoah River Trl, Leesburg	3/31/25
Greg Young	4613 Shenandoah River Trl, Leesburg	3-31-25
Diane Cutrell	26804 White Plains Way, Leesburg FL	4-4-25
Robert Cutrell	26804 White Plains Way, Leesburg FL	4-4-25
RUTH PASCOE	4382 Bent Creek Lane, Leesburg, FL	4-4-25
ROBERT PASCOE	4382 Bent Creek Lane, Leesburg, FL	4-4-25
Lynn Bazzie	4344 Heritage Trl, Leesburg FL	4-4-25
Ann Bazzie	4344 Heritage Trl, Leesburg FL	4-4-25
Mary Anne Hoover	4708 Heritage Trl, Leesburg FL	4-4-25
Bob Hoover	4708 Heritage Trl, Leesburg FL	4-4-25
Janet Porada	4424 Heritage Trl, Leesburg FL	4-4-25
Susann M. Moore	4522 Shenandoah River Trl, Leesburg FL	4-4-25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
James Chain	26860 WHITE PLAINS Way	4-6-25
Robert A. Kuhn	26918 White Plains Way	4-7-25
Darlene Bredenk	26906 WHITE PLAINS	4-8-25
Brenda Cavanaugh	26837 Augusta Springs Circle	4/7/25
Paul P. G. G.	26837 Augusta Springs Circle	4/7/25
Mark Galt	27227 White PLAINS Way	4-7-25
Edd Carter	27223 " " "	4-7/25
Donna Carter	" " " "	4/7/25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name

Street Address

Date

Mary J. Medeiros 3706 Arlington Ridge Blvd 04/02/2020

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Dianne Cheslett	27230 Roanoke Dr.	4/2/25
Jane Chilcote	27230 Roanoke Dr.	4/2/25
Michael K. Ellis	27246 Roanoke Dr	4/3/25
Penny Ellis	27246 Roanoke Dr	4/3/2025
CM Fischer	27152 Roanoke	4/4/2025
Michael J. Foster	27152 Roanoke Dr	4/5/2025
Mark Stem	27152 " "	4/5/2025
Peggy Steeves	4021 Arlington Rd	4/6/2025
Mark Stem	✓	✓

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Lynn + Ann Bazile	4344 Heritage Trail	4/1/25
CHARLES + KATRINA HANS	4347 Heritage Trail	4/1/25
GARY + DEBBIE CARTER	4370 BENT CREEK Ln.	4/2/25
Ralph Mellon	3617 Arlington Ridge BLVD LOT	4/2/25
Janet Porath	4424 Heritage Trail 603	4/2/25
Colleen Gorman-Hoffman	22027 Roanoke #13	4/2/25
Randy & Holly Stutgen	4348 Heritage Trail	4/2/25
ROB + LINDA ADAMS	4340 HERITAGE TRAIL	4/3/25
Laura + Terrel Naumann	4339 Heritage Trl	4/5/25
Marcie + Ron Sohn	26540 River Bend DR	4/5/25
JAMES + LEANNE McBURRO	27003 CAMERONS RUN	4/5-25
Joe Fox	26903 Camerons Run	4/05/25
VITO & SUE LORUSSO	26616 MANASSAS DR.	4/5/25
Jeff & Dawn Teninger	26673 OTTER CREEK LANE	4/5/25
RALPH WITTLIFF	4656 SHENANDOAH RIVER TR	4/5/25
Elizabeth Dunker	4295 JAMES RIVER CIR	4/5/25
Henry Dunker	4295 JAMES RIVER CIR	4/5/25
MARY CALO	4563 ANTIETAM CREEK TR	4/5/25
HENRY CALO	4563 ANTIETAM CREEK TR	4/5/25
DAVID MARTIN	4344 ANTIETAM CREEK TR	4/5-25
Sara Martin	4344 Anti-etam Creek TR	4/5/25
ELMA A. CRAFT	4409 HERITAGE TR., LEESBURG FL	5 APR 25
Mary H. Whitt	4513 Anti-etam Creek, Leesburg FL	5/April/25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name

Street Address

Date

LINDA L. DeBENEDETTO	26682 OTTER CREEK LAKE	4/5/2025
ANTHONY C. DeBENEDETTO	26682 OTTE CREEK LAKE	4/5/2025

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name

Street Address

Date

GEORGE and Kathleen Wiano	4331 HERITAGE TRAIL Leesburg FL 34748	4/2/25
GARY GORGONE	26718 Bull Run Leesburg FL 34748	7/6/25
Patricia Gorgone	26718 Bull Run Leesburg FL 34748	4-5-25
Steve Thomas	4332 HERITAGE TRAIL Leesburg FL 34748	
Myron Thomas	4332 Heritage Trail Leesburg FL 34748	
Wanda Anderson	27001 White Plains Way	11
Gail Lyson	27037 White Plains Way Leesburg FL 34748	
James L. Luby	27319 Roanoke Dr Leesburg	
Phillip J. Luby	27319 Roanoke Dr. Leesburg	
Bill Legkivi	27051 GAMERONS RUN, Leesburg, FL 34748	
Ken Bento	26806 BILL KEN	

Thus, we are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

Date _____

Dennis McCabe	4577 Shenandoah River Tr	4/3/2025
Diane English	4577 Shenandoah River Tr	4/3/25
DON BARKHIMER	4592 SHENANDOAH River Trail	4/3/25
Nancy Barkhimer	4592 SHENANDOAH River Trail	4/3/25
GEORGE CZIRJAK	4650 SHENANDOAH RIVER TRAIL	4/3/25
KAREN CZIRJAK	4650 SHENANDOAH RIVER TRAIL	4/3/25
Teresa Krauskopf	4571 Shenandoah River Trail	4/3/25
JAMES R. KRAUSKOPF JR.	4571 SHENANDOAH RIVER TRAIL	4-3-25
Kate Teresa Hazel	4584 Shenandoah River Trail	4-4-25

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Date _____

Name	Street Address	Date
Lon A Burr	26732 White Plains Way Leesburg	4-2-2025
Delvora L Burr	26732 White Plains Way Leesburg	4/2/2025

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Jefred Jr Dintaman	4411 Bent Creek Ln	4/1/25
JANE DINTAMAN (Joni Dintaman)	4411 BENTCREEK LN. 34748	4/1/25
Deborah Thomas	26711 Waverly Ct 34748	5/5/25
Christine Vandenberg	26702 Waverly Ct 34748	5/5/25
LINDA BIRCHER	26710 Waverly Ct 34748	4-5-25
MIKE Weller	26719 " " " "	4/5/25
Wendy J Sparks	26719 " " 34748	4/5/25
Jodi-May Hanson	3506 Arlington Ridge 34748	4/5/25
Ken Hanson	3506 ARLINGTON RIDGE 34748	04/05/25

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27247
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Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Jorda Blackburn	27331 Roanoke Dr Leesburg	4-2-25
Jyn C Black	27331 Roanoke Dr Leesburg	4-2-25
Graziella Black	27311 Roanoke Dr Leesburg	4-2-25
James H Block	27311 Roanoke Dr Leesburg	4-2-25
Mela Hodge	27363 Roanoke Dr Leesburg	4-2-25
Harvard Van Oostrom	27363 Roanoke Dr Leesburg	4-20-2025
Rose M. CURIALE	27359 ROANOKE DR. LEESBURG	4-2-2025
Guthrie D. Curiale	27359 ROANOKE DR. LEESBURG	4-2-2025
John Rice	27339 Roanoke Dr. Leesburg	4-2-2025
Donna M. Rice	27339 Roanoke Dr. Leesburg	4-2-2025
RACHA L. MARSHALL	27327 ROANOKE DR. LEESBURG	4-2-2025
Elaine K. Marshall	27327 Roanoke Dr. Leesburg	4-2-25
ROBERT P MEYER	27335 Roanoke Dr. Leesburg	4-2-25
DONNA MEYER	27335 ROANOKE DR LEESBURG	4-2-25
Eric Fidri	27343 Roanoke Dr Leesburg	4/2/25
Margaret Fidri	27343 Roanoke Dr Leesburg	4/2/25
Robert Cook	27343 Roanoke Dr Leesburg	4/2/25
Lorrie Wine	27351 Roanoke Dr Leesburg	4/2/25
Forrest Lindsay	27351 Roanoke Dr Leesburg	4/2/25
William Oakes	27323 Roanoke Dr Leesburg	4/3/25
Peggy Oakes	27323 Roanoke Dr Leesburg	4/3/25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Martin Henning	4830 INDEPENDENCE Trail	3/31/25
Eileen Henning	27247 White Plains Way	4/03/2025
William Henning	27247 WHITE PLAINS WAY	4/05/2025
Cynthia Cunningham	27243 White Plains Way	4/5/25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name

Street Address

Date

JOHN DAVIS

3793 ARLINGTON RIDGE BLVD

1 APR 2025

John H Davis III

Rosemary Davis

3793 Arlington Ridge Blvd

April 1, 2025

Rosemary Davis

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Norma Hitey	4362 Bent Creek Ln, Leesburg	3/31/25
Don Corley	27010 WPN Leesburg	3/31/25
Peter HANSEN	26515 MANASSAS DR Leesburg	3/31/25
CAROL OGD	26705 MANNASSAS DRIVE LEEsburg	3/31/25
KRW OGD	" " " "	" "
Tammy McLellan	4367 Bent Creek Lane, Leesburg	3/31/25
Michael RYAN	4303 Heritage Trail	3/31/25
Wendy Elder	26803 River Watch Ct.	3-31-25
Lorraine GARDINO	26653 MANASSAS DR	3-31-25
Rozanne Cohen	26601 Manassas Drive	3-31-25
Janet McMahon	4118 Arlington Ridge Blvd	3/31/2025
GEARY McMAHON	4118 ARLINGTON RIDGE BLVD.	3/31/2025

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name

Street Address

Date

VIRGINIA KEEGAN 26694 Otter Creek Ln 4-02-25

Terrence Keegan 26694 Otter Creek Ln. 4-2-2025

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
DuMaDaniel	3662 Arlington Ridge Blvd	3/31/2025
Barbara H. Lawson	4562 Shenandoah River Trail	3/31/2025
Judy Zerning	4830 INDEPENDENCE	3/31/2025
May Pate	27623 Cammy Run	3/31/2025
Anna Capobizzi	4106 Arlington Ridge Blvd	3/30/25
JACQUELINE RECTOR	4307 ANTETAM CREEK TRAIL	3/31/2025
Edward McWilliam	26711 Bull Run	3/31/25

EILEEN HEUGHINS
27247 WHITE PLAINS WAY

Petition - Change.org

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name

Street Address

Date

CHRISTIAN LARSEN 4732 SPRING GROVE LANE 4/1/25

KAREN LARSEN KAREN LARSEN 4732 SPRING GROVE LANE 4/1/25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name	Street Address	Date
Lynn Stasio	4597 Shenandoah River Trail	3/31/25
Eugene Granatos	4330 Antietam Creek Trl	3/31/25
Jerry Granatos	4330 Antietam Creek Trl	3/31/25
Joe Stasio	4597 Shenandoah River Trl.	3/31/25
Pat Clancy Murray	26626 Otter Creek Ln	3/31/25
Schell	26626 OTTER CREEK	3/31/25
Inna Logue	26946 Camerons Run	3/31/25
Patty Stangel	26819 Bell Run	3/31/25
Frank Stangel	" " "	3/31/25
Mike	26946 Camerons Run	3-31-25
Sisa Dunlap	27107 Roxboro Dr.	3/31/25
Kevin Dunlap	27107 Roxboro Dr.	3/31/25
Angela Humphrey	26715 Waverly Dr	4/5/25
Douglas Humphrey	" " "	4/5/25
Maribel Flores	26723 Waverly	4/5/25
Oscar Giraldo	26723 Waverly Ct	4/5/25
Terri Stettin-Chomuk	26722 Waverly Ct	4/5/25
David Chomuk	26722 Waverly Ct	4/5/25
Clifford Couch	26714 Waverly Ct	4-5-25
Susan Musson	26706 Waverly Ct	4-5-25

Request for Moratorium on Annexation and Development in Leesburg, FL

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Name

Street Address

Date

Stephane Chaves 27231 White Plains Way

4/1/2025

Michael P Chaves 27231 White Plains Way

4/1/25

Request for Moratorium on Annexation and Development in Leesburg, FL

The undersigned residents of the City of Leesburg and Unincorporated Lake County are opposed to new annexations and developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will inevitably and negatively impact all of our lives.

Thus, we are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

Name	Street Address	Date
DEE STRICKLAND	16 Lonesome Pine Trail	3/28/2025
Gally Breeders	16 Lonesome Pine Trail	3/28/2025
Patricia K. Kudonki	10 OAK ST	3/28/2025
Barbara Ball	18 Lonesome Pine Trail / Yalaha	3/28/2025
Tammy Camerino	20 OAK ST YALAH FL	3/28/2025
Angela McArthur	40 PALM DRIVE YALAH FL	3/29/2025
Marguerite McArthur	40 Palm Dr YALAH	3/29/2025
Patricia Case	9 N. Canal DR YALAH	3/29/2025
Heath Sangster	4 Pine Ct Yalaha	3/29/2025

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Name	Street Address	Date
CLARE Stiles	6102 Wade St Leesburg	3/28/25
MARGARET O'NEILL	5629 AUSTIN ST LEESBURG	3/28/25
Barb Munshaw	26635 Racquet Leesburg	3/28/25
Rose Folan	5520 Laver St Leesburg	3/28/25
Debbie Walters	5920 McENROE CT Leesburg	3-28-25
Nathy Ammararo	26539 Deuce Ct. Leesburg	3/28/25
Carol Ewalt	26545 Wimbledon St Leesburg	3-28-25
Beverly Schubert	5622 LAVER ST LEESBURG	3-28-25
Licia Lane	25522 Oak Alley "	3-28-25
PENNY MYERS	8100 SERGEANT PEPPER DR, HOWEY	3/28/25
Nancy Mace-Benham	26018 Newcombe Circle	3-28-25
Dorothy Halliday	26741 Park Ct	3/28/25
Dave & Rustin Martin	5609 Rosewall Circle	3-28-25
Donna M. Langer	5442 Rosewall Circle	3-28-25
Theresa	5539 Rosewall Circle	3-28-25
Janita Petty	5539 Rosewall Cir	3-28-25
John Webb	6604 Bobb St. Leesburg	3-28-25
Charles M. McBinnis	6420 TILDON CT "	3-28-25
Blanche R	2634 Newcombe Circle Leesburg	3/28/25
Dorothy Berg	5433 Rosewall Cir Leesburg	3/28/25

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Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will inevitably and negatively impact all of our lives.

Thus, we are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

Name	Street Address	Date
Shirley Boyko	26706 Cash Ct Leesburg	3/29/25
Dennis Gabel	26703 Cash Ct. Leesburg	3/29/25
Jeremy Visconti	26721 Cash Ct Leesburg, FL	3/29/25
Jean Higgins	26725 Cash Court Leesburg FL	3/29/25
[Signature]	26730 Cash Ct. Leesburg FL	3/29/25
Kenneth O. Cochran	26727 CASH CT, LEESBURG FL	3/29/25
Elizabeth Lomonte	26726 Cash Ct. Leesburg, FL	3/29/25
Emily Graham	26730 Cash Court Leesburg FL	3-29-25
Barbara C. Johnson	26740 Cash Ct Leesburg, FL	3/29/25
Sunny Brown	26729 Event St Leesburg FL	3-29-25
Walter Rowley	26741 Cash Ct Leesburg FL	3/29/25
Mike [Signature]	26720 CASH CT LEESBURG, FL	3/29/25
Colo [Signature]	26744 Cash Ct Leesburg, FL	3/29/25
Jane [Signature]	26714 CASH CT LEESBURG, FL	3/29/25
Lori [Signature]	26711 CASH Ct. Leesburg FL	3/29/25
Barbara [Signature]	26712 Cash Ct. Leesburg FL	3/29/25
Ron Bednar	707 Tangerine St. Tavares FL	3/29
Sacredine Cherry	26731 Cash Ct Leesburg FL	3/29
Joe [Signature]	26734 Cash Ct Leesburg FL	3/29
Karen Gunkel	26700 Beckor Ct. Leesburg, FL	3/29/25

Request for Moratorium on Annexation and Development in Leesburg, FL

The undersigned residents of the City of Leesburg and Unincorporated Lake County are opposed to new annexations and developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will inevitably and negatively impact all of our lives.

Thus, we are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

Name	Street Address	Date
Sheila Dumas	26735 Cash Ct Leesburg	3/29
DIANE QUINTO	5941 McENROE CT Leesburg	2/29
Melody Torkowicz	26945 Forest Hills Leesburg	3-29-25
Shirley Leonard	27052 Racquet Cir. Leesburg	3/29/25
Masako Patrum	26344 Newcombe Cir Leesburg, FL	3/29/25
Carolyn Northcott	26644 Evert St Leesburg FL 34748	3/29/25
Jeanine Biewer	26849 Forest Hills St. Leesburg	3/29/25
LAURIE COOK	5514 SHIVER ST LEESBURG	3/29/25
KATHY KLOSS	26014 Newcombe Cir LEESBURG	3-29-25
KATHRYN MCNAB	5536 LAVER ST. LEESBURG	3.29.25.
JANICE M. GREGORY	26716 Cash Ct. Leesburg, FL 34748	3/29/25
Jean Blum	26731 Cash Ct Leesburg 34748	3-28-20
Jan Blum	26731 Cash Ct Leesburg FL	2-29-25
Jan Reding	26717 Cash Ct, Leesburg	3/29/25
Mary Wabert	26703 Cash Ct Leesburg	3/29/25
Barbara Urban	26704 Cash Ct Leesburg	3/29/25
Janice Rinker	26722 Cash Ct. Leesburg FL	3/29/25
Jeanine Hanson	26708 Cash Ct Leesburg FL	3/29/25
Gordon Hanson	26708 Cash Ct Leesburg, FL	3/29/25
James King	26753 Cash Ct Leesburg FL	3/29/25

Request for Moratorium on Annexation and Development in Leesburg, FL

The undersigned residents of the City of Leesburg and Leesburg in Unincorporated Lake County are opposed to new annexations and high-density developments until the City of Leesburg can accurately assess the impact that the over 30,000 (already approved) home sites and dwelling units will have on our infrastructure and environment.

Despite overwhelming public opposition, development projects continue to be approved without adequate consideration of the long-term consequences. Countless residents voice their concerns at public meetings, only to be ignored by every vote to approve new construction that will inevitably and negatively impact all of our lives.

Thus, we are asking the City of Leesburg to place a one year moratorium on new developments and annexations until they are able to provide a fully-funded plan to build the infrastructure necessary to support existing and approved developments.

	Name	City	State	Postal Code	Date Signed
1	Alan Chen	Leesburg	FL	34788	01/19/2025
2	Alex Johnson	Leesburg	FL	34788	01/19/2025
3	Amanda Harrision	Leesburg	FL	34788	01/19/2025
4	Angel Soard	Leesburg	FL	34788	01/19/2025
5	Annie Lamb	Leesburg	FL	34788	01/19/2025
6	Anthony Meilinger	Leesburg	FL	34788	01/19/2025
7	Ben Hermon	Leesburg	FL	34788	01/19/2025
8	Ben Thrana	Leesburg	FL	34788	01/19/2025
9	Bill Schwarz	Leesburg	FL	34788	01/19/2025
10	Blake Santaniello	Leesburg	FL	34788	01/19/2025
11	Bob McKee	Leesburg	FL	34788	01/19/2025
12	Bobby Richardson	Leesburg	FL	34788	01/19/2025
13	Brad Clements	Leesburg	FL	34788	01/19/2025
14	Brent Whitaker	Leesburg	FL	34788	01/19/2025
15	Carey Dillinger	Leesburg	FL	34788	01/19/2025
16	Carolyn Scelza	Leesburg	FL	34788	01/19/2025
17	Cecilia Rodriguez	Leesburg	FL	34788	01/19/2025
18	Chae Baganz	Leesburg	FL	34788	01/19/2025
19	Cheri Vogel	Leesburg	FL	34788	01/19/2025
20	Cindy Broach	Leesburg	FL	34788	01/19/2025
21	D.B. Curtice	Leesburg	FL	34788	01/19/2025
22	Dan Stinton	Leesburg	FL	34788	01/19/2025
23	Daniel Howard	Leesburg	FL	34748	01/19/2025
24	Dave Derer	Leesburg	FL	34788	01/19/2025
25	Debbie Clements	Leesburg	FL	34788	01/19/2025
26	Debbie Smithson	Leesburg	FL	34788	01/19/2025
27	Debbie Vassallo	Leesburg	FL	34788	01/19/2025
28	Deirdre Griffin	Leesburg	FL	34748	01/19/2025

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29	Diana Smeltzer	Leesburg	FL	34788	01/19/2025
30	Diane Breon	Leesburg	FL	34788	01/19/2025
31	Dorothy Murphy	Leesburg	FL	34788	01/19/2025
32	Edward Gill	Leesburg	FL	34788	01/19/2025
33	Eileen Sullivan	Leesburg	FL	34788	01/19/2025
34	Ellen Parks	Leesburg	FL	34788	01/19/2025
35	Frank Woodruff	Leesburg	FL	34788	01/19/2025
36	Gail Willis	Leesburg	FL	34788	01/19/2025
37	Gary Custer	Leesburg	FL	34788	01/19/2025
38	Gary Gardner	Leesburg	FL	34788	01/19/2025
39	Gary Paumen	Leesburg	FL	34788	01/19/2025
40	Gary Wiepking	Leesburg	FL	34788	01/19/2025
41	George Pedersen	Leesburg	FL	34788	01/19/2025
42	Gina Kasprick	Leesburg	FL	34788	01/19/2025
43	Imer Robles	Leesburg	FL	34748	01/19/2025
44	Jackie Seeley	Leesburg	FL	34788	01/19/2025
45	James Kasprick	Leesburg	FL	34788	01/19/2025
46	Jane Ann Hamby	Leesburg	FL	34788	01/19/2025
47	Janet Stoyanovick	Leesburg	FL	34788	01/19/2025
48	Jason Sayer	Leesburg	FL	34788	01/19/2025
49	Jeff Waechter	Leesburg	FL	34788	01/19/2025
50	Jennifer Spears	Leesburg	FL	34788	01/19/2025
51	Jerry Gehlbach	Leesburg	FL	34788	01/19/2025
52	Jim Martin	Leesburg	FL	34788	01/19/2025
53	Jim Perry	Leesburg	FL	34788	01/19/2025
54	JoAnn Gill	Leesburg	FL	34788	01/19/2025
55	Joe Marrone	Leesburg	FL	34788	01/19/2025
56	John Bridenstine	Leesburg	FL	34788	01/19/2025
57	Jonathan Chen	Leesburg	FL	34748	01/19/2025
58	Julie Johnson	Leesburg	FL	34788	01/19/2025
59	Juliette Rodriguez	Leesburg	FL	34788	01/19/2025
60	Karen Cochran	Leesburg	FL	34788	01/19/2025
61	Keith Spires	Leesburg	FL	34788	01/19/2025
62	Kierstan Hobson	Leesburg	FL	34788	01/19/2025
63	Kim Miller	Leesburg	FL	34788	01/19/2025
64	Kirby Ragle	Leesburg	FL	34748	01/19/2025
65	Kristen Sayre	Leesburg	FL	34788	01/19/2025
66	Larry Willis	Leesburg	FL	34788	01/19/2025
67	Laura Radcliffe	Leesburg	FL	34788	01/19/2025
68	Leah Mason	Leesburg	FL	34788	01/19/2025
69	Leann Bridenstine	Leesburg	FL	34788	01/19/2025
70	Leiland Broach	Leesburg	FL	34788	01/19/2025

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71	Lisa Hayden	Leesburg	FL	34788	01/19/2025
72	Lorine Davey	Leesburg	FL	34788	01/19/2025
73	Lorna Craley	Leesburg	FL	34788	01/19/2025
74	Louise Crews	Leesburg	FL	34788	01/19/2025
75	Mabel Rodriguez	Leesburg	FL	34788	01/19/2025
76	Marc Flores	Leesburg	FL	34788	01/19/2025
77	Margie Derer	Leesburg	FL	34788	01/19/2025
78	Maria Paumen	Leesburg	FL	34788	01/19/2025
79	Marlene Scarlett	Leesburg	FL	34788	01/19/2025
80	Mary Soulliere	Leesburg	FL	34788	01/19/2025
81	Michael Chen	Leesburg	FL	34788	01/19/2025
82	Mike Smithson	Leesburg	FL	34788	01/19/2025
83	Mikels Flint	Leesburg	FL	34788	01/19/2025
84	Nancy Beleck	Leesburg	FL	34788	01/19/2025
85	Nancy Exelby	Leesburg	FL	34788	01/19/2025
86	Pam Roach	Leesburg	FL	34788	01/19/2025
87	Pamela Thomas	Leesburg	FL	34788	01/19/2025
88	Pamela Williams	Leesburg	FL	34748	01/19/2025
89	Pat Mohr	Leesburg	FL	34788	01/19/2025
90	Pat Silverstein	Leesburg	FL	34788	01/19/2025
91	Patrick Long	Leesburg	FL	34788	01/19/2025
92	Patrick Thielke	Leesburg	FL	34788	01/19/2025
93	Patt Gill	Leesburg	FL	34788	01/19/2025
94	Patti Stanley	Leesburg	FL	34788	01/19/2025
95	Paula Gregory	Leesburg	FL	34788	01/19/2025
96	Peggy Custer	Leesburg	FL	34788	01/19/2025
97	Peggy Fuller	Leesburg	FL	34788	01/19/2025
98	Peter Vassallo	Leesburg	FL	34788	01/19/2025
99	Randa Zollinger	Leesburg	FL	34788	01/19/2025
100	Ray Holly	Leesburg	FL	34788	01/19/2025
101	Raymond Hayden	Leesburg	FL	34788	01/19/2025
102	Rene Bruce	Leesburg	FL	34788	01/19/2025
103	Richard Crews	Leesburg	FL	34788	01/19/2025
104	Richard Williams	Leesburg	FL	34748	01/19/2025
105	Rick Serra	Leesburg	FL	34788	01/19/2025
106	Rita Spires	Leesburg	FL	34788	01/19/2025
107	Roar Molvig	Leesburg	FL	34788	01/19/2025
108	Robert Noffsinger	Leesburg	FL	34788	01/19/2025
109	Robert Webber	Leesburg	FL	34788	01/19/2025
110	Robin Villavicencio	Leesburg	FL	34788	01/19/2025
111	Rocio Mancilla	Leesburg	FL	34788	01/19/2025
112	Ronnie Gamble	Leesburg	FL	34788	01/19/2025

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113	S.A. Smith	Leesburg	FL	34788	01/19/2025
114	Salvatore Camodeca	Leesburg	FL	34788	01/19/2025
115	Samantha Franklin	Leesburg	FL	34788	01/19/2025
116	Sandi Scarlett	Leesburg	FL	34788	01/19/2025
117	Steve Seaton	Leesburg	FL	34788	01/19/2025
118	Susan Hill	Leesburg	FL	34788	01/19/2025
119	Susan Richardson	Leesburg	FL	34788	01/19/2025
120	Susanne McKee	Leesburg	FL	34748	01/19/2025
121	Tammy Forbes	Leesburg	FL	34748	01/19/2025
122	Tammy Stinton	Leesburg	FL	34788	01/19/2025
123	Teresa Perry	Leesburg	FL	34788	01/19/2025
124	Terry Bruce	Leesburg	FL	34788	01/19/2025
125	Thomas Halpin	Leesburg	FL	34788	01/19/2025
126	Timothy Daniel	Leesburg	FL	34788	01/19/2025
127	Walt Scarlett	Leesburg	FL	34788	01/19/2025
128	William Hill	Leesburg	FL	34788	01/19/2025
129	William Stott	Leesburg	FL	34788	01/19/2025
130	William Vogel	Leesburg	FL	34788	01/19/2025
131	Zahira Robles	Leesburg	FL	34788	01/19/2025
132	Allyson Fuger	Leesburg	FL	34748	01/20/2025
133	Amy Beason	Leesburg	FL	34748	01/20/2025
134	Carmen Lopez	Leesburg	FL	34748	01/20/2025
135	Charyl Millikin	Leesburg	FL	34788	01/20/2025
136	Cindy Newton	Leesburg	FL	34748	01/20/2025
137	CJ Blancett	Leesburg	FL	34748	01/20/2025
138	Diana Petty	Leesburg	FL	34748	01/20/2025
139	Francine Hoffman	Leesburg	FL	34748	01/20/2025
140	Hope Maddix	Leesburg	FL	34788	01/20/2025
141	Kathryn Julian	Leesburg	FL	34748	01/20/2025
142	Larry Blancett	Leesburg	FL	34748	01/20/2025
143	Marc Ronco	Leesburg	FL	34788	01/20/2025
144	Maria Caszatt	Leesburg	FL	34748	01/20/2025
145	Maureen McCallum	Leesburg	FL	34748	01/20/2025
146	Paula Jordan	Leesburg	FL	34748	01/20/2025
147	Robert Wickman	Leesburg	FL	34788	01/20/2025
148	Ron Schultz	Leesburg	FL	34748	01/20/2025
149	Sandy Gamble	Leesburg	FL	34788	01/20/2025
150	Sheila Spurrier	Leesburg	FL	34748	01/20/2025
151	Violetmarie Moon	Leesburg	FL	34788	01/20/2025
152	William Stoltenberg	Leesburg	FL	34748	01/20/2025
153	Aaron Noel	Leesburg	FL	34748	01/21/2025
154	Bill Molina	Leesburg	FL	34748	01/21/2025

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155	Debbie Ellam	Leesburg	FL	34748	01/21/2025
156	Diane Miller	Leesburg	FL	34748	01/21/2025
157	Glenna Camodeca	Leesburg	FL	34748	01/21/2025
158	Kathleen Thomson	Leesburg	FL	34788	01/21/2025
159	Kim Wood	Leesburg	FL	34788	01/21/2025
160	Melissa a Siragusa	Leesburg	FL	34788	01/21/2025
161	Nadine Conover	Leesburg	FL	34788	01/21/2025
162	Russell Barrowcliff	Leesburg	FL	34748	01/21/2025
163	Sean Walsh	Leesburg	FL	34748	01/21/2025
164	Shelley Brown	Leesburg	FL	34748	01/21/2025
165	Sherri Kauker	Leesburg	FL	34748	01/21/2025
166	Zullin Monzon	Leesburg	FL	34788	01/21/2025
167	Carole Sutton	Leesburg	FL	34748	01/22/2025
168	Faye Blancett	Leesburg	FL	34748	01/22/2025
169	Dave Waller	Leesburg	FL	34748	01/23/2025
170	Heather Ellis	Leesburg	FL	34788	01/23/2025
171	Darlene Howard	Leesburg	FL	34788	01/24/2025
172	Don Hibbard	Leesburg	FL	34748	01/24/2025
173	Donna Hamilton	Leesburg	FL	34748	01/24/2025
174	Geraldine Daly	Leesburg	FL	34749	01/24/2025
175	Ida Perkins	Leesburg	FL	34748	01/24/2025
176	John Lybarker	Leesburg	FL	34748	01/24/2025
177	Judy Johnson	Leesburg	FL	34748	01/24/2025
178	Mario Nappa	Leesburg	FL	34748	01/24/2025
179	Michael Manning	Leesburg	FL	34748	01/24/2025
180	Monica Labrasca	Leesburg	FL	34748	01/24/2025
181	MW Staehler	Leesburg	FL	34748	01/24/2025
182	Perry Harold	Leesburg	FL	34748	01/24/2025
183	Richard Cook	Leesburg	FL	34748	01/24/2025
184	Steven Corliss	Leesburg	FL	34749	01/24/2025
185	Susan Davis	Leesburg	FL	34748	01/24/2025
186	Thomas Luck	Leesburg	FL	34788	01/24/2025
187	Ann Porcaro	Leesburg	FL	34748	01/25/2025
188	Annette Gorey	Leesburg	FL	34748	01/25/2025
189	Arlene Rossi	Leesburg	FL	34748	01/25/2025
190	Clifford Grill	Leesburg	FL	34748	01/25/2025
191	Cristy Layman	Leesburg	FL	34788	01/25/2025
192	Cynthia Smith	Leesburg	FL	34748	01/25/2025
193	Donald Miller	Leesburg	FL	34788	01/25/2025
194	Donald Shoemaker	Leesburg	FL	34788	01/25/2025
195	Elaine Pagliarini	Leesburg	FL	34748	01/25/2025
196	Gale Lashua	Leesburg	FL	34748	01/25/2025

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197	George Perucki	Leesburg	FL	34788	01/25/2025
198	Jane Dyke	Leesburg	FL	34788	01/25/2025
199	Joyce Graham	Leesburg	FL	34748	01/25/2025
200	Kerri Perucki	Leesburg	FL	34788	01/25/2025
201	Larry Lane	Leesburg	FL	34748	01/25/2025
202	Linda James	Leesburg	FL	34788	01/25/2025
203	Lucille DiSanto	Leesburg	FL	34748	01/25/2025
204	Nathan Sands	Leesburg	FL	34748	01/25/2025
205	Patricia Franks	Leesburg	FL	34748	01/25/2025
206	Patrick Tanner	Leesburg	FL	34788	01/25/2025
207	Richard Good	Leesburg	FL	34748	01/25/2025
208	Scott Williquette	Leesburg	FL	34788	01/25/2025
209	Sharon Dotson	Leesburg	FL	34748	01/25/2025
210	Thelma Green	Leesburg	FL	34748	01/25/2025
211	Alex Martinowsky	Leesburg	FL	34748	01/26/2025
212	Andrea Chisari	Leesburg	FL	34748	01/26/2025
213	Andrea Renee Charles	Leesburg	FL	34748	01/26/2025
214	Andrew Stasiowski	Leesburg	FL	34748	01/26/2025
215	Ann Kaplan	Leesburg	FL	34748	01/26/2025
216	Audrey Roumiguere	Leesburg	FL	34749	01/26/2025
217	Barbara Bullard	Leesburg	FL	34788	01/26/2025
218	Brittany Lerch	Leesburg	FL	34748	01/26/2025
219	Chris Grimes	Leesburg	FL	34748	01/26/2025
220	Christine Conley	Leesburg	FL	34748	01/26/2025
221	Connie Reed	Leesburg	FL	34748	01/26/2025
222	Crystal Wallin	Leesburg	FL	34748	01/26/2025
223	Daniel DeMartinis	Leesburg	FL	34748	01/26/2025
224	David Leapley	Leesburg	FL	34748	01/26/2025
225	David Underwood	Leesburg	FL	34748	01/26/2025
226	Diane Santi	Leesburg,	FL	34748	01/26/2025
227	Dorothy Lubbes	Leesburg	FL	34748	01/26/2025
228	Edward Fredericks	Leesburg	FL	34748	01/26/2025
229	Eileen Bourget	Leesburg	FL	34748	01/26/2025
230	Ellen Cybela	Leesburg	FL	34748	01/26/2025
231	Joanne Jennings	Leesburg	FL	34748	01/26/2025
232	John Lantz	Leesburg	FL	34748	01/26/2025
233	John Messner	Leesburg	FL	34748	01/26/2025
234	John Staley	Leesburg	FL	34748	01/26/2025
235	Jorge Fernandez	Leesburg	FL	34788	01/26/2025
236	Joyce Sondheimer	Leesburg	FL	34748	01/26/2025
237	Judy Blacik	Leesburg	FL	34748	01/26/2025
238	Kandy Griswold	Leesburg	FL	34748	01/26/2025

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239	Karen Schroer	Leesburg	FL	34748	01/26/2025
240	Kathryn Hunt	Leesburg	FL	34748	01/26/2025
241	Linda Cook	Leesburg	FL	34748	01/26/2025
242	Linda Leapley	Leesburg	FL	34748	01/26/2025
243	Lisa Harris	Leesburg	FL	34748	01/26/2025
244	Marianne Trennepohl	Leesburg	FL	34748	01/26/2025
245	Marta Conde	Leesburg	FL	34748	01/26/2025
246	Mary Girouard	Leesburg	FL	34788	01/26/2025
247	Mary Jane Grimes	Leesburg	FL	34748	01/26/2025
248	Meredyth Morrow	Leesburg	FL	34748	01/26/2025
249	Michael Hussan	Leesburg	FL	34748	01/26/2025
250	Michael Moore	Leesburg	FL	34748	01/26/2025
251	Miriam Griffin	Leesburg	FL	34748	01/26/2025
252	Nancy Gano	Leesburg	FL	34748	01/26/2025
253	Nancy Johnson	Leesburg	FL	34748	01/26/2025
254	Nick Neal	Leesburg	FL	34748	01/26/2025
255	Pamela Potter	Leesburg	FL	34748	01/26/2025
256	Phyllis Walsh	Leesburg	FL	34748	01/26/2025
257	Rachel Martin	Leesburg	FL	34748	01/26/2025
258	Rebecca Lynch	Leesburg	FL	34748	01/26/2025
259	Richard Kaplan	Leesburg	FL	34748	01/26/2025
260	Robert Swartz	Leesburg	FL	34788	01/26/2025
261	Rolonda Qualls	Leesburg	FL	34748	01/26/2025
262	Sandra Horton	Leesburg	FL	34748	01/26/2025
263	Susan Millet	Leesburg	FL	34748	01/26/2025
264	Tami Curry	Leesburg	FL	34748	01/26/2025
265	Tammy Fuller	Leesburg	FL	34748	01/26/2025
266	Theresa Eckensberger	Leesburg	FL	34748	01/26/2025
267	Thomas Borkovetz	Leesburg	FL	34788	01/26/2025
268	Tim Chase	Leesburg	FL	34748	01/26/2025
269	Tracy VanDerSchaaf	Leesburg	FL	34748	01/26/2025
270	Waheeduz Zaman	Leesburg	FL	34748	01/26/2025
271	Wilfred Thomas	Leesburg	FL	34748	01/26/2025
272	Beth Southard Doetsch	Leesburg	FL	34788	01/27/2025
273	Gina Grimes	Leesburg	FL	34748	01/27/2025
274	Guy Owen	Leesburg	FL	34748	01/27/2025
275	Harriet Livingston	Leesburg	FL	34749	01/27/2025
276	Marilyn Bartha	Leesburg	FL	34748	01/27/2025
277	Milagros Fuentes	Leesburg	FL	34748	01/27/2025
278	Nancy Nielsen	Leesburg	FL	34748	01/27/2025
279	Richard Spekis	Leesburg	FL	34748	01/27/2025
280	Sharold O Sayers	Leesburg	FL	34748	01/27/2025

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281	Susan Reese	Leesburg	FL	34748	01/27/2025
282	Victor Bitel	Leesburg	FL	34748	01/27/2025
283	Victoria Cages	Leesburg	FL	34788	01/27/2025
284	Beth Caulfield	Leesburg	FL	34748	01/28/2025
285	Debora Vuona	Leesburg	FL	34748	01/28/2025
286	Doug Hermann	Leesburg	FL	34748	01/28/2025
287	John Preston	Leesburg	FL	34748	01/28/2025
288	Kathleen Fede	Leesburg	FL	34788	01/28/2025
289	Lori Brown	Leesburg	FL	34749	01/28/2025
290	Gena Strzelecki	Leesburg	FL	34748	01/29/2025
291	Leanne Fenbers	Leesburg	FL	34748	01/29/2025
292	Lynn Bick	Leesburg	FL	34748	01/29/2025
293	Mark Sedlock	Leesburg	FL	34748	01/29/2025
294	Martha Brown	Leesburg	FL	34748	01/29/2025
295	Monica Santaniello	Leesburg	FL	34749	01/29/2025
296	George Melcher	Leesburg	FL	34748	01/31/2025
297	Glenn Fariel	Leesburg	FL	34748	01/31/2025
298	Debbie Duane	Leesburg	FL	34748	02/03/2025
299	Amber Horton	Leesburg	FL	34788	02/05/2025
300	Camille Moreno	Leesburg	FL	34788	02/05/2025
301	Erika Miller	Leesburg	FL	34748	02/05/2025
302	Jared Shealy	Leesburg	FL	34748	02/05/2025
303	Jermaine Gadsden	Leesburg	FL	34748	02/05/2025
304	Tom Trunzo	Leesburg	FL	34748	02/05/2025
305	Fran Juris	Leesburg	FL	34748	02/06/2025
306	Laura Nicholson	Leesburg	FL	34788	02/06/2025
307	Phillip Smith	Leesburg	FL	34748	02/06/2025
308	Ann Kupferberg	Leesburg	FL	34748	02/13/2025
309	Brandon Johns	Leesburg	FL	34788	02/13/2025
310	Carole Fischer	Leesburg	FL	34748	02/13/2025
311	Ed Russ	Leesburg	FL	34748	02/13/2025
312	Kelley Keoppen	Leesburg	FL	34748	02/13/2025
313	Kelly Stazinski	Leesburg	FL	34748	02/13/2025
314	Larry Johnson	Leesburg	FL	34748	02/13/2025
315	Richard Mulvany	Leesburg	FL	34748	02/13/2025
316	Sandra Russ	Leesburg	FL	34748	02/13/2025
317	Stephenie Winheim	Leesburg	FL	34788	02/13/2025
318	Cathie Stocking	Leesburg	FL	34748	02/14/2025
319	Dave OKelly	Leesburg	FL	34748	02/14/2025
320	Deborah Mahoney	Leesburg	FL	34748	02/14/2025
321	Deborah Schoonmaker	Leesburg	FL	34748	02/14/2025
322	Debra Lamberti	Leesburg	FL	34748	02/14/2025

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323	Eileen Arnold	Leesburg	FL	34748	02/14/2025
324	Frances Colon	Leesburg	FL	34788	02/14/2025
325	Jean Alfredson	Leesburg	FL	34748	02/14/2025
326	Katie Garrett	Leesburg	FL	34788	02/14/2025
327	Kelly Jones	Leesburg	FL	34748	02/14/2025
328	Ray Kelchner	Leesburg	FL	34788	02/14/2025
329	Susan Jenkins	Leesburg	FL	34788	02/14/2025
330	Bradley Hannen	Leesburg	FL	34788	02/15/2025
331	Chris Whiting	Leesburg	FL	34788	02/15/2025
332	Chris Zamarron	Leesburg	FL	34748	02/15/2025
333	Collin Swinnes	Leesburg	FL	34748	02/15/2025
334	Dkarla Angulo	Leesburg	FL	34788	02/15/2025
335	Donna Davis	Leesburg	FL	34748	02/15/2025
336	Donna Young	Leesburg	FL	34748	02/15/2025
337	Elizabeth Long	Leesburg	FL	34748	02/15/2025
338	Erick Samson	Leesburg	FL	34748	02/15/2025
339	Jacob Johnson	Leesburg	FL	34748	02/15/2025
340	James Long	Leesburg	FL	34748	02/15/2025
341	John Lombardi	Leesburg	FL	34748	02/15/2025
342	Julie Wells	Leesburg	FL	34788	02/15/2025
343	Karen Jones	Leesburg	FL	34748	02/15/2025
344	Kim McTarnaghan	Leesburg	FL	34748	02/15/2025
345	Laura Ruiz	Leesburg	FL	34788	02/15/2025
346	Linda Shemenski	Leesburg	FL	34748	02/15/2025
347	Madison Bell	Leesburg	FL	34748	02/15/2025
348	Margaret Buckle	Leesburg	FL	34788	02/15/2025
349	Michelle Godin	Leesburg	FL	34748	02/15/2025
350	Nancy L Nix	Leesburg	FL	34788	02/15/2025
351	Patrick Rumery	Leesburg	FL	34748	02/15/2025
352	Paul Benevides	Leesburg	FL	34748	02/15/2025
353	Paul Holland	Leesburg	FL	34788	02/15/2025
354	Peter Carter	Leesburg	FL	34788	02/15/2025
355	Robbie Perry	Leesburg	FL	34748	02/15/2025
356	Roberto Rosado	Leesburg	FL	34748	02/15/2025
357	Robin Villavicencio	Leesburg	FL	34788	02/15/2025
358	Roland Nunez	Leesburg	FL	34748	02/15/2025
359	Sandra Brower	Leesburg	FL	34788	02/15/2025
360	Stephen Licata	Leesburg	FL	34748	02/15/2025
361	Suzanne Barkolas	Leesburg	FL	34748	02/15/2025
362	Valery Elias	Leesburg	FL	34788	02/15/2025
363	William Jenkins	Leesburg	FL	34788	02/15/2025
364	Alex Bingaman	Leesburg	FL	34748	02/16/2025

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365	Alicia Benjamin	Leesburg	FL	34748	02/16/2025
366	Amy Fletcher	Leesburg	FL	34748	02/16/2025
367	Ann Putnam	Leesburg	FL	34748	02/16/2025
368	April Boyer	Leesburg	FL	34748	02/16/2025
369	Austin Penny	Leesburg	FL	34748	02/16/2025
370	B. Annette Hamby	Leesburg	FL	34748	02/16/2025
371	Bob Gibisas	Leesburg	FL	34748	02/16/2025
372	Carol Miller	Leesburg	FL	34788	02/16/2025
373	Caryn Fox	Leesburg	FL	34748	02/16/2025
374	Cecilios Grcic	Leesburg	FL	34748	02/16/2025
375	Christine Maldonado	Leesburg	FL	34748	02/16/2025
376	Dione Ferreira	Leesburg	FL	34788	02/16/2025
377	Ellen Noble noble	Leesburg	FL	34748	02/16/2025
378	Ivette Fernandez	Leesburg	FL	34748	02/16/2025
379	Janet Wiltsie	Leesburg	FL	34788	02/16/2025
380	Jennifer Roszak	Leesburg	FL	34748	02/16/2025
381	Jonna Currier	Leesburg	FL	34748	02/16/2025
382	Joyce Schonfield	Leesburg	FL	34748	02/16/2025
383	Karen Klein	Leesburg	FL	34748	02/16/2025
384	Linda Klimko	Leesburg	FL	34748	02/16/2025
385	Llewellyn Czoer	Leesburg	FL	34748	02/16/2025
386	Louis Caruso	Leesburg	FL	34748	02/16/2025
387	Maria Niederer	Leesburg	FL	34748	02/16/2025
388	Mark Boyer	Leesburg	FL	34748	02/16/2025
389	Rachel Bogart	Leesburg	FL	34788	02/16/2025
390	Rebecca Rayl	Leesburg	FL	34788	02/16/2025
391	Robin R Kirkland	Leesburg	FL	34748	02/16/2025
392	Roger Murray	Leesburg	FL	34748	02/16/2025
393	Seth Lyda	Leesburg	FL	34788	02/16/2025
394	Sharon Steger	Leesburg	FL	34748	02/16/2025
395	Summer Young	Leesburg	FL	34748	02/16/2025
396	Tammy Scott	Leesburg	FL	34748	02/16/2025
397	Tim Burwell	Leesburg	FL	34788	02/16/2025
398	Barbara Gibson	Leesburg	FL	34788	02/17/2025
399	Bob Yarletts	Leesburg	FL	34748	02/17/2025
400	C j Watson	Leesburg	FL	34788	02/17/2025
401	Caroline Gerlich	Leesburg	FL	34748	02/17/2025
402	David Call	Leesburg	FL	34748	02/17/2025
403	Eileen Alvarez	Leesburg	FL	34748	02/17/2025
404	Eileen Bailey	Leesburg	FL	34748	02/17/2025
405	Elizabeth Hernandez	Leesburg	FL	34748	02/17/2025
406	Elizabeth Williams	Leesburg	FL	34788	02/17/2025

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407	Evelyn Finnerty	Leesburg	FL	34748	02/17/2025
408	Evelyn Leach	Leesburg	FL	34748	02/17/2025
409	Fred Rach	Leesburg	FL	34788	02/17/2025
410	Heather Meeks	Leesburg	FL	34748	02/17/2025
411	Jillian Jagoo	Leesburg	FL	34748	02/17/2025
412	Joann Rach	Leesburg	FL	34788	02/17/2025
413	Kathleen Huegel	Leesburg	FL	34748	02/17/2025
414	Margaret Donovan	Leesburg	FL	34748	02/17/2025
415	Pat Stone	Leesburg	FL	34748	02/17/2025
416	Pearl Jackson	Leesburg	FL	34748	02/17/2025
417	Robert Douville	Leesburg	FL	34748	02/17/2025
418	Ryan Kazimer	Leesburg	FL	34748	02/17/2025
419	Savannah Mullica	Leesburg	FL	34788	02/17/2025
420	Sheila Dumas	Leesburg	FL	34748	02/17/2025
421	Teri Heyman	Leesburg	FL	34748	02/17/2025
422	Kelly Hackett	Leesburg	FL	34748	02/18/2025
423	larry stone	Leesburg	FL	34748	02/18/2025
424	Lisa Christy	Leesburg	FL	34748	02/18/2025
425	Richard White	Leesburg	FL	34748	02/18/2025
426	Sarah McAuliffe	Leesburg	FL	34748	02/18/2025
427	Annie Iturrino	Leesburg	FL	34788	02/19/2025
428	Becky Dotson	Leesburg	FL	34748	02/19/2025
429	Patricia Momeyer	Leesburg	FL	34748	02/19/2025
430	Annette Wing	Leesburg	FL	34748	02/20/2025
431	Brenda Andreas	Leesburg	FL	34748	02/20/2025
432	Brenda Mathieu	Leesburg	FL	34748	02/20/2025
433	Constance Weaver	Leesburg	FL	34788	02/20/2025
434	Janet Davis	Leesburg	FL	34748	02/20/2025
435	Lillian Tubbs	Leesburg	FL	34748	02/20/2025
436	Lyle Linderman	Leesburg	FL	34748	02/20/2025
437	Martin Smedley	Leesburg	FL	34748	02/20/2025
438	Michael McDonald	Leesburg	FL	34748	02/20/2025
439	Paul Puckett	Leesburg	FL	34748	02/20/2025
440	Alicia Kenerley	Leesburg	FL	34748	02/21/2025
441	Andrea Hardy	Leesburg	FL	34748	02/21/2025
442	Diane Biby	Leesburg	FL	34748	02/21/2025
443	Holly Danisi	Leesburg	FL	34748	02/21/2025
444	Jeanette Wedge	Leesburg	FL	34748	02/21/2025
445	Jeanne Henry	Leesburg	FL	34748	02/21/2025
446	John Laughead	Leesburg	FL	34748	02/21/2025
447	Laura Cholewa	Leesburg	FL	34748	02/21/2025
448	Linda Griffin	Leesburg	FL	34748	02/21/2025

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449	Toni Serv	Leesburg	FL	34748	02/21/2025
450	Marge Vorndam	Leesburg	FL	34748	02/22/2025
451	Patricia Griffin	Leesburg	FL	34748	02/22/2025
452	Rosi Ozz	Leesburg	FL	34748	02/22/2025
453	Sandra Antonucci	Leesburg	FL	34748	02/22/2025
454	Sherry Rosenthal	Leesburg	FL	34748	02/22/2025
455	Michelle Hoehn-Marks	Leesburg	FL	34748	02/24/2025
456	Fi Griffith	Leesburg	FL	34788	02/25/2025
457	Mary Cook	Leesburg	FL	34748	02/25/2025
458	Penny Carter	Leesburg	FL	34788	02/26/2025
459	Catherine Barrows	Leesburg	FL	34788	03/08/2025
460	Diane Gatto	Leesburg	FL	34788	03/08/2025
461	Sandra Hawk	Leesburg	FL	34788	03/08/2025
462	Evelyn Davila	Leesburg	FL	34788	03/12/2025
463	Rene Stofflett	Leesburg	FL	34748	03/13/2025
464	Dianne Swahn	Leesburg	FL	34788	03/15/2025

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, MARCH 24, 2025 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, March 24, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

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

Commissioner Allyson Berry was absent. 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.

Before moving into presentations, Mayor Reisman informed the public that agenda items 6.A.1, 6.A.2, and 6.A.3 (Leatherleaf) would not be heard tonight. It will be opened and tabled for the April 14th City Commission meeting. **Commissioner Connell** asked, since this item was being pulled, could the people present speak to it during public comments. **Mayor Reisman** indicated that they do have the right to speak during public comments.

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**

Daniel Di Venanzo of Jacob P. Smith Building Company said he was contacted a couple of years ago

with regard to the Leesburg Heritage Museum. They contacted him to discuss renovations to the property. He handed out two sheets to the commission that provided background and a list of references for projects he has done, including Beacon College, City of Umatilla, and the City of Eustis. Of course, there are numerous others, but these projects were public, or institutional. He figured these references would be more valuable to the city.

With this project, the intent is to add approximately one thousand square feet to the existing building. It will include a new elevator to make the building ADA-compliant. It will have restrooms as well as a staircase. The numbers he provided are actual bid numbers that include hard numbers for the elevator because he wanted the commission to have a realistic idea about what this project would cost. Once the building is completed, it will be right at 5,000 square feet and the total cost of the project comes to just under \$200 per square foot. The entire scope of the project is about \$200 per square foot for a complete renovation of the interior of the building. Everything will be removed except for the floor. They would provide a completely new plumbing system, new wiring system, a new air conditioning system as well as install an elevator. Currently, the building only has one second floor means of egress, and they will add a second means of egress on the second floor. The building will have new restrooms on both the first and second floors. The museum intends to use and occupy the first floor of the building and the second floor is intended to be used by the public for rentals or special occasions, whatever the city deems fit. They will provide a reuse kitchen along with a storage area to make the room more accommodating. That way, they could set up classroom style or hold an event like a reception where they can serve meals. Again, the kitchen will be reuse, which means food will be brought by a vendor or a caterer and then served from there. In a nutshell, the building is pretty spectacular in its overall design. He was not sure if the city has looked at it lately, but it really does have good architectural aspects. The building is solidly constructed. If it was not, it would not be worthwhile to update. Also, with the location of the building being on a side street, we have the adjacent parking lot which provides a great benefit for this use. Overall, this would be a beneficial project for the city, but he knows everything is about dollars and cents. He is very experienced in historical restoration in downtown communities. He has extensive references, and is recommended by Dr. Hagerty from Beacon College. It is always good to have someone who has worked in this business and these types of projects. This is his forte and his company has been in business for thirty-one years. His company is all about restoration, but they also construct larger custom homes. However, he has basically worked in urban settings and has done historical restorations of existing buildings, which puts him in a unique category. He has personally job-costed every job he has ever done. He is on site every day with his guys. He handles every piece of lumber that comes in and out of his jobs. He is not the type of guy to just drive up and drop off a load. He is there and he does what is needed. This would be a tight work site, because of dumpsters and other things involved. He likes to see what is being done because he wants the biggest bang for the buck. Again, this is an incredible structure, and we want to restore it to its original exterior facade. It is not far off and the addition to be constructed on the parking lot side would be a reflection of the facade. It would clearly mirror what was there originally before it was blocked over and stuccoed. This is a unique opportunity, and the city would only end up paying about \$200 per square foot, which includes the ADA elevator. He has a lot of fun doing this. He has three more projects to do for Beacon, and a number of other projects. The city would normally make a request for proposals (RFP), but the museum has already paid for some boilerplate-type drawings and a very particular scope of work. He assumed the historical museum would pass that information on if it were approved. This will undoubtedly take at least a month to a year before it comes into fruition unless the city decides to pull the trigger earlier. They now have a number from the get-go on the architectural documents, which he bid out at \$15,000. They are engineered documents that include floor plans, some elevation plans and a very specific written scope of work. In his experience, that is when you get widely diverse costs for proposals, because the scope of work is not spelled out clearly. **Mayor Reisman** thanked him for his presentation. He asked if there were any questions from the commission.

Commissioner Pederson said he has always been pro downtown, and he would support the project. However, with the kitchen equipment, it seems like every building we build includes a kitchen. He wanted to throw that out for discussion purposes. With the elevator, he heard they were only occupying the first floor, so do we really need to have an elevator? **Mr. Di Venanzo** pointed out if they were to utilize the second floor, they would have to have an elevator because it is an ADA requirement. With the kitchen, he was very specific about it being a reuse kitchen. There will be no hood assembly involved. The food will be brought in and then served. **Commissioner Pederson** appreciated the clarification on both the kitchen and the elevator. **Commissioner Connell** stated he spoke with Mr. O'Kelley from the planning commission about this, and it did not seem like he was a big fan of it. He brought it up to him because it seemed like a lot of money. We are talking about a million-dollar project and it does not include overtures. We have a building located right across the street, the old Partnership/Center of the Arts building. It is much larger and there is no second floor, so we would not have a vertical accessibility issue. Yes, it does need some TLC, but that would cost about \$150,000 tops. Why not just move the museum across the street, because we would save about \$800,000. Then we could decide what to do with the museum building and whether we should sell it. If we did, we may be able to get back what we put into the Center of the Arts building. They could move across the street and have a building twice the size and if we sold the museum building it might be a wash and not cost the city anything. However, this particular scenario would cost the city a million dollars, so he does not want to get too far in the process, but he does not know how the rest of the commission feels. It would be a good idea to move them across the street, because it would save the city a million dollars. **Commissioner Pederson** pointed out that we already have the parking lot in the design phase. Thank goodness we do, because we kicked that can down the road three years in a row. Parking has been a focus of his in the downtown, and it has been a focus of the downtown businesses for twenty-five years. The design for the parking lot is already underway, and it should be coming back before them soon to bid on construction. He surely hoped they would not derail the parking lot, because it would be great for the downtown in the long term. Plus, down the road he could see that parking lot turning into a multi-story parking garage. He had to chime in on the parking lot because he had been vocal about it for years. **Commissioner Connell** stated we have parking there already and the only additional parking we would get would be in the footprint of the building, which he wants torn down. **Commissioner Pederson** said that was not completely accurate because we are closing and vacating Fifth Street, and we will encroach on the gas property up to the big line underneath the concrete pad. We will pick up quite a bit of parking spaces. This is a great location for parking in the heart of downtown. **CM Minner** noted the concept is what we should do with the historic museum, and it could be considered during the FY 26 budget process which starts at an agnosium this summer in July. He sees this project fitting into the grander scheme, and they can use DST monies to finance the improvements. However, Commissioner Connell has brought up some other options, so we should delay this discussion until budget time. If they want to have more discussion about different options, this item could be agendaized. Remember, this was just a presentation from the historical society to get the commission thinking. Obviously, they are petitioning the commission to remodel the historic museum and the estimate provided is a pretty good estimate of one million bucks. That is a pretty good budget number to work with. If the commission wants to talk about different options, it could be agendaized. As far as parking numbers go, Blake Drury of GAI Consultants should be back within the next thirty to sixty days with some concepts. Using rough numbers from memory, we have about seventy-five parking spots in existence now and the minimum increase after knocking down the old partnership building would add another seventy-five spaces. Parking spaces would jump from seventy-five to about one hundred and fifty. However, there are other options, and we still need to work with Life Stream to see if we could use the property on the other side of Sixth Street. If so, we may be able to get up to two hundred parking spots. That would be a jump of about one hundred and twenty-five parking spots. In the report provided by GAI back in December, the deficiency was somewhere around two hundred. If we follow Commissioner Connell's suggestion of moving the historical society to the partnership building, then we still have the historic building to consider. Do we sell or demolish it? He

threw out a third option that was brought to him today by the public works director and the library director and that was to build an addition to the library and relocate it there. He did not know if that would save any money as far as the million dollars goes, but there are a lot of things to talk about. They can put it on an agenda for discussion, or it can be discussed during the budget process. **Commissioner Pederson** commented that in an effort to get the votes and cut some costs, we are adding one thousand square feet. From the audience, **Mr. Di Venanzo** stated it would be two thousand square feet because it would be a two-story addition. Also, the addition does not in any way take away from the existing parking lot. **Commissioner Pederson** wanted to know if there was a way to put in an elevator so they could use the upstairs now. He thought the building was large enough, but they are saying it was not. **Mr. Di Venanzo** responded that because of the public restroom requirement, they could not redesign the entire interior of the building. There are ADA requirements for restrooms on the first and second floors depending on occupant load. Also, because there are two floors and because the elevator is not considered a second means of egress. They have to create a second means of egress because it is a commercial application and there are a lot of considerations. After measuring and evaluating the building while trying to keep the space functional, with the current parking and space on the left side of the building, it lent itself to making a two-story addition. At Beacon College, he built an elevator shaft and put in an elevator inside the existing building. It was a tough job because there was a lot of shearing up and expenses. If they added an elevator to the outside of the building, it would have to be a rated shaft. They could always put in an outside staircase, but that may not be in their best interest due to esthetics on the side of the building. There are strong architectural characteristics, and they want to keep it clean, simple, without a lot of embellishments. Also, it would be hard to see that building torn down. He would be more interested in buying it before seeing it torn down. **Commissioner Pederson** said in summary he does not want to see this building knocked down. He was only throwing that out for discussion to keep costs down and to get it across the finish line. He was not sure about the upstairs because he heard they would not use it. He thought there could be a way of leveraging the existing footprint. **Mayor Reisman** asked if a commissioner wanted this agendaized. **Commissioner Connell** said with a potential million-dollar savings, it would be worthwhile to have it put on an agenda. **Mayor Reisman** indicated that they would move forward with that. **Commissioner Burry** stated he would like to see better numbers on the value of the current building, what the remodeled building would be worth, and how much it would cost to remodel the partnership building. He would like to see all the moving parts. That way they know what kind of money they are talking about. **Mayor Reisman** added that he would like to see numbers from the museum for the last five years that show the number of participants that have come in and out. **Mr. Di Venanzo** said they would provide that. **CM Minner** stated he would get that information and provide it to the commission.

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!

D'Mani Nettles of 1081 Bradford Ridge, Leesburg, said he was the head assistant coach of the basketball program at Leesburg High School for both boys and girls. The boys currently hold a record of 17-8. They are district and regional champions. They made it to the final four, but unfortunately, lost in the third overtime to Ponte Vedra. It was a sad loss, but they stood together as a team. They were there to thank the commission for all the support given both financially and physically.

Mario Nappa of Stony Brook Drive, Leesburg, said he would reserve his comments about the Leatherleaf annexation until April 14th. However, he wanted some clarification regarding the wording in all the new PUDs. About a month ago, he asked the planning and zoning director the same question, and he did not receive a response. More specifically, he was seeking clarification on the sunset clause which states zoning would revert to the original designation if substantial commencement has not begun. It indicated that it would trigger a reversion, but the term substantial commencement was unclear. Does this mean a few workers standing around a hole with shovels qualifies or does it require more tangible progress, such as installation of infrastructure, roads or utilities? If this term is not clearly defined, the clause becomes ambiguous and potentially meaningless and the developer could keep kicking the can down the road. He would like some clarification. **Mayor Reisman** directed him to speak with the planning and zoning director. **CM Minner** pointed out that he was referring to the section of the code that speaks to the commencement date and substantial commencement. **CA Watson** said he was not sure of the section either. **CM Minner** continued to say he was not an attorney, but the city attorney, planning and zoning director, as well as the public works director have talked about this, so it does bear some conversation, especially in light of the number of people present. The approval of a PUD is not a final development order. Obviously, the language in the PUDs may have some conflict. However, the final development order pursuant to Section 25.745 or 25.755 starts to define what a final development order is. A final development order is the culmination of several things, such as land clearing, permits, construction permits, and more specifically, the platting of a subdivision. Once the platting of a subdivision is done, in his opinion, that is the groundwork to say that the subdivision or PUD has now become final. According to the code, that subdivision then goes into another series of time clocks where they need to develop or lose capacity. That is an important question, so it needs some clarification. Again, he was not an attorney, but the way our PUDs function now is fine. Could it be clearer? Yes. Do we have legal issues? No. So, the final answer to that question is that a PUD is not final until it gets to a stage where it gets the development order, and that step consists of several things, but mostly the final plat. That subdivision now has an entitlement of two years beyond the sunset of the PUD, and they are entitled to water and sewer. With the 40,000 units on the books, there are not many finalized. There are not many that have encumbered an entitlement to water and sewer.

Shaun Wethington of 419 Hanging Place, The Villages, said she was the president of the Lake Sumter and Marion County section of the National Council of Negro Women, Incorporated (NCNW). She was invited by Commissioner Berry to introduce her organization to the City of Leesburg. The National Council of Negro Women, Incorporated is a 501c3 organization. This is a new area, but the organization is not new to the State of Florida. It was founded by Dr. Mary McLeod Bethune in 1935. She was the founder of Bethune-Cookman College, which is now known as Bethune-Cookman University. That was her alma mater. She was an educator, activist and civic leader and her legacy lives on as there are over two million women and men supporters nationally and internationally who carry out her mission. She has been a member of the Central Florida NCNW for seven years, but she has now moved back to this area. She had visited some other clubs, but she wanted to do more in order to reach further into the community. She asked the state president if she could start a new section of NCNW since there was no section in this area and her request was granted. She went through a nine-month process, and they were officially approved and chartered by the membership board in Washington, DC on June 24, 2024. Her mission is to lead, advocate for and empower women of African descent, their families and communities. The NCNW promotes and recognizes leadership among women of color, to champion civil and human rights, reduce health disparities, celebrate and strengthen the American family. They also reach out to women in need who are in Africa and around the world. The NCNW has been involved in Lake, Sumter and Marion Counties. However, she was specifically speaking of Lake County. They are involved in voter education, the sophisticated gentlemen's golf tournament, local churches and health fairs. They also work with the Lake County Health Department to make sure the community has been vaccinated for the flu. They work

with medical professionals, especially Visavee, which is an urgent care center and physician's office. The doctor there is phenomenal. He helps them a lot by making sure we educate our community. She joined the Leesburg Chamber of Commerce to make sure she gets the right direction, guidance and understanding so she can educate and work with the community. She participated in the Leesburg Soulfest parade as a vendor, and she walked in the parade. She also participated in the Eustis Heritage Parade, and she partnered with the Kids Head Start. It was previously known as Episcopal Head Start. She met with the manager, Diana Williams, and she explained how they were funded, but they still needed assistance. She explained that she has helped in their front yard/garden area, and she takes supplies there because they are in need of diapers and supplies. Again, she was willing to work with the community in any way possible.

Elise Dennison of Legacy Leesburg said she wanted to talk about growth in Leesburg because it is starting to look like the commission is doing a disservice to the people of Leesburg. The commission does not have to accept every single annexation request that comes in. They are not coming to Leesburg because they want to. They are coming to Leesburg because they can put more houses on the property compared to what the county allows. The roads are getting more dangerous and that does not mean just overcrowded; they are becoming dangerous. In regard to the police. If you looked at the newspaper from this past weekend, it said there were over thirty shootings, stabbings and drug-related incidents. Now, let's not forget car accidents because they are constant. What is being done to address this, because it feels as though we are on our own? It now takes forty-five minutes to get from Legacy to Downtown Leesburg and that is a tad ridiculous. Are we really going to accept all the annexations/developments that come in? We have seen an increase in the population, going from 25,000 to 35,000. If we do not slow down, we will see 50,000 people shortly. Again, what is being done about the roads? If the houses that are coming in are not all fifty-five plus, we will have families with kids, and they will need jobs. What happened to the business development person that was brought in from Branson, because that person was bringing businesses to Leesburg? She does not see that happening anymore. If we do not have businesses, the people that move here will have to drive to Orlando or Ocala, so they will be using the roads to get to jobs. She asked the commission to think about what they are doing and to address the problems we already have. We will need more schools built, along with more police officers. Negative things will happen in Leesburg and, right now, it does not look good. Please reconsider because it is getting to be too much. Yes, when she was mayor she approved some of the homes, but they at least thought about the water situation. They worked on the roads, increased the police department and made sure there were enough classrooms for the kids.

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.8 - Execute a Third Post Closing Occupancy Extension Agreement between the City of Leesburg and Dance Dynamix, LLC;

5.C.9 - 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;

5.C.10 - 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.

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.8, 5.C.9, and 5.C.10, and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held 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.**

ADOPTED RESOLUTION 11,997

- 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.**

ADOPTED RESOLUTION 11,998

- 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.

ADOPTED RESOLUTION 11,999

- 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.**

ADOPTED RESOLUTION 12,000

- 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.**

ADOPTED RESOLUTION 12,001

- 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.**

ADOPTED RESOLUTION 12,002

- 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.**

ADOPTED RESOLUTION 12,003

- 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.**

ADOPTED RESOLUTION 12,004

Commissioner Pederson 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 Burry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

Mayor Reisman said he pulled this so he could go on the record and say this would be the third extension for this company. We had a plan when we bought the Tropic and this keeps prolonging it. They will now potentially have until December to move out. He knows construction seems to go long, and she may be back here again asking for another extension. He would like to stay with the existing plan. He had asked the city manager about swapping the Arts Center and Dance Dynamix around so they would be in each perspective building so they could continue moving forward. However, he did not know if the commission was open to any further discussion. We need to have the Arts Center and Melon Patch in the Tropic building. **CM Minner** said ultimately it is up to the commission, but the purpose of this resolution was to push back the deadline for Dance Dynamix. He has spoken with Dance Dynamix, the Arts Center, the Melon Patch and city staff, so all parties involved have had direct discussions. The goal is to move the Arts Center to the Tropic building and demolish or move to demolish the old partnership building. That building is currently occupied by the Arts Center and the Special Events Division and until we are in a situation where we can demolish that building, we still have some flexibility. Also, demolishing that building has not been officially voted on by the commission. Now, what is holding that up? It is the design and the concept of the parking lot, but what started all this was the gas department move. We have been trying to shuffle the deck on all these buildings. Long story short, the gas department was on tonight's agenda, and the commission just approved the ranking of the architect. That puts us in a position to start hunkering down and working on the gas department's relocation concept. If we can get the gas department out of that facility by the end of the year, we will be concurrently working on the parking plan. Once the gas department has moved, they can relocate the special events department to Sixth Street. However, we still need to accommodate the different entities. He knows this is an inconvenience for the Arts Center, and Amanda McLea, the president, is in attendance, but through conversation with her, the concept, from his perspective, is that the Arts would love to move, but they understand there are a million irons in the fire. So, the delay until December was not a big deal. It was not preferred, but it was workable. Again, all entities: Dance Dynamix, Melon Patch, and the Arts Center, are working together on this concept. He believes by the end of the year the rubber will hit the road. He also mentioned that Commissioner Berry emailed him. She corresponded with him and the city attorney about her concerns, which were similar to the mayor's. In their private conversations, she wrote back and expressed that she was okay with the concept as long as it did not go beyond December. Now, this agenda item corresponds with the next one. You can approve both or not approve both, but they do work together. With the Arts Center, we will need to amend that agreement to be effective January 1st instead of June 1st. From his perspective, it was quite a concept. He approached Dance Dynamix about flip-flopping the Arts Center to the Tropic and Dance Dynamix to the old Partnership building, but that concept was rejected by Dance Dynamix because the facility would not function for dancing due to the floors, mirrors and chairs. He did not push it further, because December would be the deadline for moving. **Mayor Reisman** said he respects everyone's comments, but we made a decision, and we keep prolonging it. **Commissioner Connell** commented that this came up a month or two ago when Dance Dynamix came in and applied for one of the grant programs. They were awarded that grant, even though he was not in favor of it, and his decision had nothing to do with Dance Dynamix. He did not agree with the program because it did not have enough hooks in it. However, he did not realize until today that they did not even own the building. He had a conversation with the city manager, and he assured him that they would not get any money until they had ownership. So again, the commission put the cart in front of the horse. He did not know what the holdup was for them purchasing the building, but he would have thought they would have already owned it before coming in and asking for a quarter of a million dollars. That is definitely food for thought if they ever decided to renew that program. There needs to be more hooks put in, and the applicants should be required to own the building before coming in and making an application.

Amanda McLea, President of the Center for the Arts, said she has been working with the city manager on this, and they are in support of the extension to help a local business. However, if there are any further delays past January, that would put a hindrance to their programming. All the programs they do are exhibitions, so if they come to her in November and ask for another six months, the Arts Center will suffer. They will not be able to have exhibitions and programming will be delayed and greatly impacted. It could also impact the Arts Festival. However, she worked with the city manager on the process, and they were willing to assist. The city is doing a great service to the Arts Center, and they are thankful for the continued support. The Arts Festival brought in about 5,000 people to the downtown. She thanked the special events division for the geofencing and she appreciated the continued support. **Mayor Reisman** asked if there was any other discussion. **Commissioner Burry** said he was in favor of going through December 31st. It is important to keep Dance Dynamix in the downtown because a lot of businesses profit from those folks. It does make sense and if the Arts Center is willing to go along with it, he is all for it. **Mayor Reisman** indicated that if this is approved, the understanding is that this will not go past December 31st. **Commissioner Burry** agreed. **Commissioner Pederson** also agreed, and thanked Amanda McLea for her flexibility.

The roll call vote was:

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

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

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.

ADOPTED RESOLUTION 12,005

Commissioner Burry 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 Burry seconded the motion.

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

The roll call vote was:

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

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

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.

ADOPTED RESOLUTIONS 12,006 (HB 991/SB 1242) and 12,008 (HB 1523/SB 432)

Commissioner Burry 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 Burry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Burry said he pulled this item, so the city manager could provide an explanation. **CM Minner** explained that there are a lot of things in this one omnibus beautiful resolution. It jointly expresses opposition to HB 991/SB 1242, where the House is recommending the elimination of community redevelopment agencies. This bill would make all community redevelopment agencies in the state sunset effective October 1, 2025. The sunset has a provision that says new projects or existing projects cannot be renewed. However, debt is allowed to stay until it retires or 2045. Essentially, the legislature is saying no more CRAs and the only thing that the incremental revenue can cover is existing debt obligations through their sunset or 2045.

The second bill is HB 1523, relating to utility services. The city has done an extensive amount of work to prepare for this legislation, and this is the third year that we are dealing with it. However, this bill is a bit different from past ones, because it is not completely centered on electric services. However, our transfer house is in superb shape. This bill caps all enterprise transfers at 10%, which is where we are at. So, this would affect us, because we are still optimistic that the gas fund will be an enterprise engine for us and that would exceed 10%, but this bill would stop that. This bill puts a cap on outside customer rates for water and sewer service. Whereas, right now, we charge a 25% surcharge, and between both funds, it generates between \$2 and \$3 million dollars. So, should this bill pass, he will be back this summer during the budget process, smoothing out the differential rates and spreading that cost over because it will have an impact on FY 26.

There is a third bill he wanted to bring to their attention. It is SB 432, and that bill deals with abolishing special assessments, and it also has a house companion. However, the writing is a little odd at this stage, but it specifically mentions political subdivisions, and that is the county. This bill would take away the political subdivision or the county's right to charge special assessments. He gathered that the state legislature must have forgotten about municipal corporations, so they will be back at us next year. He recommended opposing this bill too, because somewhere in the writing of that bill, or at least with the interpretation of this bill, municipal corporations will be tagged to it. This bill has significant interest because it deals with special assessments, and we have the fire assessment. However, the county has two or three special assessments that include a special fire assessment for unincorporated residents, and a solid waste special assessment for landfills. If we lost special assessments, that would be significant, because we would lose the right to special assessments. We would no longer be allowed to collect fire assessment fees, which bring in about \$2 million dollars annually. If we lost that fire assessment fee, we would have to go back to general fund revenues to pay for the fire department. If this passes and becomes effective, it would definitely affect municipal corporations. We would then be looking at a deficit of a couple million dollars. All three bills have significance and when voting, remember this resolution covers

all three bills. If someone is not in agreement, they may want to divide and vote on them separately. They can amend and vote on each bill separately or vote on them as presented in omnibus fashion.

Commissioner Connell stated he would like to vote on each one separately. In the resolution, there are three different bills, so they should make three different resolutions or show the votes on the resolution. He would also like to have more discussion on one of the bills. **CM Minner** pointed out that the language of the resolution would remain the same, but they would renumber them based on the vote. It would change to say that whereas HB 991 eliminates community development agencies, which would have a negative impact on redevelopment efforts. We would then say whereas HB 523 would cause the city to increase water and sewer fees, and whereas SB 432 would take away the city's ability to collect special assessments for fire services. That is how it would read with the three different votes.

Commissioner Pederson said by eliminating special assessments, all municipalities would likely have to increase their millage rates. **CM Minner** pointed out that if all three bills pass in the form they are written in now, we would be looking at a millage rate increase. Without that being a scare tactic, these three bills really strike at core revenues for municipal corporations. **Mayor Reisman** said following up on Commissioner Connell request, do we need to make three separate votes on each bill? **Commissioner Connell** said he would like individual roll calls because he wants to have further discussions on the CRA bill. **CM Minner** indicated the current motion on the floor is for the omnibus fashion. Once they have discussions on the CRA bill, they can make a motion to split them out. However, they should see where that discussion goes first. **Commissioner Connell** asked the city manager to dig in a little bit more on the CRA bill. They had a lengthy conversation today about CRAs, and everybody is aware of what CRAs do, but through their conversation it appears if CRAs go away it could actually be a tax saving for the city. **CM Minner** stated, in all honesty, he was not sure if it would be that succinct because there are a couple nuances there. However, he would say CRAs are complex, and they have a two-edged sword. Whereas, one side of the sword is good because it specifically helps municipal corporations, because when we created that increment, we doubled down on the increment box. If we generate \$100 of redevelopment money in a blighted area that has been identified, that \$100 is matched by the county. The county loses money from their general revenues, which are Ad Valorem, so CRAs do not increase taxes, because taxes are taxes, but they earmark a portion of the tax revenue to go into a redevelopment area which is matched by the political subdivision. Now, because CRAs are matched by the political subdivision, they have always been under scrutiny by political subdivisions because counties hate to give up that incremental revenue. On the flip side, which is the bad side of CRAs for the city, we do strip away general revenues from the fund. He would say that is arguable, because Commissioner Connell is of the opinion that we will have more money, but Commissioner Berry or Commissioner Pederson may be of the opinion that it takes away specific earmarked money for the downtown, US Highway 441/27 and Carver Heights. He did not want to opine on whether it takes money away, but it is a double-edged sword and each commissioner is entitled to their own opinion about whether it will affect it or not. However, this legislation clearly sunsets CRAs and stops all programming that includes the facade, sign and landscape grants, the parking project, and home grants. He did not want to say Susan Street, but if we needed more new revenue for that, it would not happen. It would be anything not already planned for before October 1st except for debt. However, one thing that could be controversial with the sunset of CRAs is the decree from 1995. That decree ordered the city to create the Downtown CRA and that decree was part of the settlement between the City and the NAACP. The decree stated we had to create a CRA, and we had to create districts for the city. It also said we had to contribute half of the increment from the Downtown CRA to the Leesburg CDC. So, that directive was correct in 1995, but the interpretation in today's terms would be that the half a million dollars that we pay to the CDC is quote-unquote a project. It is not a debt or a banknote, it is a project. The decree goes on to say that the city cannot do anything to sunset the CRA to avoid that payment. However, this is not the city, it is the state legislature changing the rule book. Whether that is arguable or not, that fight would be theirs and/or the city attorney's fight. However, there needs to be more talk about this. They talked a little bit, and they shared the same opinion

that the CDC payment is a project, not a debt. Ostensibly, if you mapped out all the general and ad Valorem revenue, we know our taxable value is \$3 billion dollars, and the formula we use to calculate property tax revenue is \$11.5 to \$12 million dollars. So, \$2.5 to \$3 million dollars is then cut away and divided up into three different CRA boxes, and we are left with about \$9.5 million dollars, which is where Commissioner Connell says we will see savings. He did not disagree, and that money would go back into the general fund to spend where the commission deems it necessary. However, he would say, if the special assessment bill happens, we are not going to have extra money because we will still be \$1 million in the hole. He did not want to say these are bad bills, but they are bad bills because they will affect how we operate, which will cause us to look at taxes and other revenue sources. We would probably increase user fees effective October 1st and, more specifically, with water and sewer.

Commissioner Pederson wanted to clarify that really, at the end of the day, the net effect is that we lose 50% to the county and that will hurt us. **CM Minner** agreed. **Commissioner Burry** pointed out that this was just another attempt to take away a city's ability to function as we see fit. He sees a lot of these things, and we have talked about them for the past four years, but they are slowly eroding our ability to make decisions and that is not a good idea. **Commissioner Pederson** agreed. He then asked if we capped utility transfers at 10%, and if electric was at 10%? **CM Minner** responded that the electric transfer is 3%, which represents a 6% franchise fee. We are in really, good shape on the electric transfer.

Commissioner Pederson said they voted to cap transfers at 6%, which was where he was trying to go with this. **CM Minner** replied yes, and that is in the charter. **Commissioner Pederson** added that we did not do it because we had to be competitive with all the big boys. **CM Minner** mentioned that this bill says 10%, but he did not want to go into all the different angles. This bill has a specific 10% cap on enterprise transfers. **Commissioner Pederson** said he was trying to spin this as a positive for the community. We are under a lot of pressure to be competitive with the electric utilities and the day we are not, we will be bought out and sold. They are attacking us and it is frustrating. **CM Minner** commented that HB 1523 specifically affects us because it takes away surcharge monies. We would have to re-calibrate our rates to collect that. **Commissioner Connell** remarked that, as far as controlling us, it is an act, if you will, of the state legislation, to do away with some government. There is too much government in everybody's lives, and they are trying to scale down government. They need to get rid of all the rules and regulations because the government is in everybody's business too much. Some of these bills are good because we need to get rid of all this stuff. A lot of this is out of control. There are too many rules and regulations, and they are in citizens' daily business. As far as CRAs go, and to be clear about what was said, if CRAs go away, we could get out from underneath the decree and not have to pay half a million dollars every year for life. **CM Minner** replied potentially, yes. **Commissioner Connell** said that is definitely something to think about, because we will save half a million dollars a year and that money does not have to go to any specific CRA. We could spend it any way we wanted in the city. It would not be earmarked for any particular area. It would be a win-win to do away with CRAs. **Commissioner Pederson** wanted to let the Leesburg CDC know that the city would not pull the rug out from under them.

Commissioner Connell made a motion to vote on each bill individually, and Commissioner Burry seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the amendment to have three separate votes.

CM Minner said for the record the resolution would read the same, but this would be a motion to approve a resolution in opposition of HB 991 and SB 1242, the elimination of community development agencies. That would be the first motion.

Commissioner Pederson made a motion to approve the opposition of HB 991 and SB 1242, with respect to the elimination of community development agencies, and Commissioner Burry seconded the motion.

Mayor Reisman asked if there was any further discussion. There was none.

The roll call vote was:

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

Three yeas, one nay, the Commission approved the opposition of HB 991 and SB 1242.

Commissioner Pederson made a motion to approve the opposition of HB 1523, the utility services enterprise transfer bill, and Commissioner Burry seconded the motion.

Mayor Reisman asked if there was any further discussion. There was none.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the opposition of HB 1523, the utility services enterprise transfer bill.

Commissioner Pederson made a motion to approve the opposition of SB 432, abolishing special assessments, and Commissioner Burry seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission approved the opposition of SB 432, abolishing special assessments.

CM Minner explained that in order to make it easier, we will put the vote counts in the resolutions. On HB 1523 and SB 432, he would keep them together in the same form and that would be one resolution. Then, for the CRA bills HB 991 and SB 1242, he would make that a different resolution and put in the vote count of 3-1. That way, Commissioner Connell's no vote will be seen by the legislative delegation.

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)**

TABLED ORDINANCE

Mayor Reisman asked the city attorney to perform the swearing-in. **CA Watson** asked anyone wishing to speak on second reading item 6.A.6, Silver Springs rezoning or 6.A.9, Wayne Storage rezoning or first reading item 6.B.4, Two Boats Investment rezoning to stand and raise their right hand. He swore them all in.

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

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

Mayor Reisman requested comments from the Commission.

Commissioner Burry made a motion to table this item until April 14th in the city commission chambers at 5:30 pm, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission tabled the ordinance to April 14th.

- 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)**

TABLED ORDINANCE

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

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

Mayor Reisman requested comments from the Commission.

Commissioner Burry made a motion to table this item until April 14th at 5:30 p.m. here at City Hall, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission tabled the ordinance to April 14th.

- 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)**

TABLED ORDINANCE

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

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

Mayor Reisman requested comments from the Commission.

Commissioner Burry made a motion to table this item for April 14th at 5:30 p.m. here in the Commission Chambers, and Commissioner Pederson seconded the motion.

The roll call vote was:

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

Four yeas, no nays, the Commission tabled the ordinance to April 14th.

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)**

ADOPTED ORDINANCE 25-13

Commissioner Burry introduced ordinances 6.A.4, 6.A.5, and 6.A.6 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this was an overall proposal for annexation, a large-scale comprehensive plan and a rezoning of 337 +/- acres. It is generally located on the west side of Number Two Road, north of Busby Road and east of the Whispering Hills project. This will allow for a future development of 825 detached single-family residences and associated amenities. The case was forwarded to the Florida Department of Commerce as a large-scale comprehensive plan amendment and there were no comments received and no objections from the state. With regard to the large-scale comprehensive plan, this would change the future land use designation from Lake County Rural to City of Leesburg Estate. On the rezoning, it would amend the current zoning from Lake County Agriculture and Community Facilities District to City of Leesburg Planned Unit Development. Within the Planned Unit Development requirements, the proposal consists of 825 detached single-family residences. There are no other uses permitted within this proposal. The lot sizes include fifty, sixty and one hundred and forty-five feet wide. For these units, the minimum house sizes are 1,700, 1,800, 1,900 and 2,000, depending on the lot size. As the lot size goes up, the minimum house size goes up. There is a minimum 25-foot front setback which allows a full-size pickup truck to be parked without blocking the sidewalk and a minimum of two off-street parking spaces for each unit. Under the design and architectural standards there are facades shown under Exhibit D in the PUD. There is a maximum floor height of two. Dark sky lighting is required, and two trees required in each yard. 35% of the property has to be open space. There is a 25-foot landscape buffer required around the entirety of the property boundaries. There is a 100-foot landscape buffer along Number Two Road and the 25 feet closest to the residential lots should be planted, as seen in the exhibits included in the PUD. There is a split rail or opaque 4-foot plank fence required along Busby Road, so the developer gets a choice. Sidewalks are required throughout the development and the grass cannot be St Augustine. It has to be Bermuda or Bahia, due to water usage. Access to this project will come through the Whispering Hills project. So, Whispering Hills has to go before this project can work. The only thing allowed on Number Two Road will be emergency access. There will be no daily access; it will only be used by emergency vehicles. The main access point is required to be a boulevard-type roadway with a landscape median of at least eight feet in width to allow emergency vehicles to maneuver. There will be

signage and decorative entry features that will be five feet in height. It could be stucco, brick, concrete or anything like that. There are recreational requirements which include a requirement of 3.92 minimum acres to be devoted to at least two separate recreation areas. It would be set aside for swimming pools, playgrounds, dog parks, gazebos, that kind of thing. There are walking trails required around all wetlands in the northeast corner of the project. Finally, there is a phasing clause which requires the development to move forward with substantial commencement within four years. If the property has not substantially commenced, it would have an automatic reversion to the RE-1 zoning, meaning they would have to have one acre per unit. The entire development would be on city water and wastewater. No wells or septic systems are allowed. Tara Tedrow of Lowndes Law was present to represent the case and answer any questions.

Commissioner Connell pointed out that the present zoning was agriculture, so if they were to develop in the county without them going to the county for any type of rezoning, the county would allow one unit per five acres. **PZD Miller** agreed. **Commissioner Connell** continued to say basically, it is sixty-seven units. **PZD Miller** agreed. **Commissioner Connell** then said even if they went to the county and asked for a rezoning from agriculture, the county at best would give them a one-to-one ratio with a 50% open space. **PZD Miller** responded that he could not say that because the county could give them whatever they wanted to. **Commissioner Connell** remarked that according to the information he was getting from the county, that would be the best they would give if they wanted to rezone from agriculture. If it meets their criteria at best, they would give them one-to-one with 50% open space. Instead of one unit to five acres based on their present zoning, they are asking for 2.44 units per acre, so instead of 67 units they are asking for 825 units. He wanted to know how many residential lots are presently approved in the city that have not been developed. **PZD Miller** answered we have over 30,000. **Commissioner Connell** wanted to know if the city really needed another 825 homes. We already have enough lots on the books. Based on our current growth, we have enough on the books to last the next 50 years. We do not need to keep annexing property. The traffic is absolutely horrible when driving through town. They could make the argument that this is all going on US 27, but where is US 27 going? It is going right through the middle of town. It may help CR 48 out, but it does not do anything for the traffic that runs through town. We do not need to annex any more residential property right now. **Mayor Reisman** asked if there were any other comments from the commission. He knows they saw the presentation during the first reading. He wanted to know if the commission wanted to see it again. **Commissioner Connell** replied no. **Mayor Reisman** asked for public comments.

Mario Nappa of Stony Brook Drive, Leesburg, commended the developer for meeting with the neighboring residents who were concerned with access to Number Two Road. They withdrew that from their application. However, this development essentially increases the size of Whispering Hills by 28% and can still increase the traffic on Number Two Road. If a resident wants to leave Silver Springs and intends to travel to Yalaha, Howey, Tavares or anywhere northeast. They would make a left out of Silver Springs, then a left onto Whispering Hills Boulevard and take that to Number Two Road rather than use US 27, which would be much longer in time and distance. Although they do not have an entrance directly off of Number Two Road, they can go through Whispering Hills to Number Two Road. In 2022, County Commissioner Sean Parks sent a letter to then-Leesburg Mayor John Christian expressing concerns about the annexation of Whispering Hills and the contiguous Hodges Reserve development. That letter said that the roadway network bordering the properties, excluding US 27, are rural two-lane highways that cannot reasonably accommodate the anticipated traffic to be generated by developments of this size and nature. The funding sources available for the construction of new collector roads and the maintenance of existing roads are insufficient to address all the needs of the county-owned road network. Yet the city commission approved it. There are three factors affecting the funds for new roads and road improvements. The Turnpike expansion, which was mandated by Tallahassee to increase commerce in the state, is draining the road construction and maintenance budget. The increase in EVs and hybrids is reducing the collected gas tax, which is used to fund road projects. Since the pandemic, the cost of building and repairing roads

has increased dramatically. As a result of the above, there is a \$127 million decrease in funding for 2025 to 2030 road projects statewide. We cannot expect there to be money to save Number Two Road. There are 17,000 homes that have already been approved that will affect traffic on US 27 and there is nothing in the books for that except repaving it north of CR 33. At the February 11th Lake County Commission meeting, there was discussion about the explosive growth in the county and the Chairperson, Leslie Champion, stated most of the growth was from city sprawl and city annexations. She then said, cities are not required to annex just because they receive an application. Cities do not have to say yes to every annexation application received. She used to be the city attorney for Minneola, so she knows her real estate law. The City of Leesburg is not obligated to annex this property and this is another case where annexation is not needed or required. The owners can develop the property with respect to the existing zoning classification. This annexation and PUD should not be approved. **Mayor Reisman** asked if there were any other public comments. There were none. He asked the developer if she had any rebuttal.

Tara Tedrow of Lowndes Law, 215 North Yola Drive, Orlando, said she appreciated the comments received by the public. They held two community meetings where they met with residents. At the January 27th first reading, we did a presentation where we described some of the significant plan changes. One of the major changes made puts a risk to the developers that we are beholden to the timing of an adjacent project, or we would pay the cost of extending roads through an adjacent project if they were not already built. That had to do with removing access to Number Two Road. If this project is developed today in Lake County, it is not all zoned agriculture. In fact, the majority of the project site has Lake County CFD zoning. That CFD zoning is compatible with the existing future land use, which means developments could pull permits today and have legal access to Number Two Road for a range of uses. In fact, there are 268 acres that have CFD zoning, and that could be anything from assisted living facilities, community residential homes, daycares, dorms, family residential homes, schools, nursing homes and professional offices. With the ISR allowable on the property, they could put up to four million square feet of professional office on the property. Again, all access onto Number Two Road. They have taken Number Two Road out of consideration. This project comes in at a density that is comparable from a consistency and compatibility standpoint. It is entirely consistent and compatible with the developments that surround this which have been approved. They have access that would go through Whispering Hills. The conditions in the PUD specifically note that Watson and Busby Roads are emergency access only and no access can be made to Number Two Road. As part of the PUD, any type of development proposed would have to improve access from our site, and it could not go to Number Two Road. There is no access to Number Two Road from Whispering Hills either. They would not route cars through Whispering Hills to Number Two Road, because that development would have gated entry access, and it would only be used for emergency access. There will be no ability to use that access other than in an emergency. She also represented Whispering Hills, so she was very familiar with the site plan and there was no way to get access onto Number Two Road. However, she did appreciate the comment, because it allowed her the opportunity to clarify. Whispering Hills is not a workaround to get through there. This annexation is compliant with Florida Statutory Law, Chapter 171, and it is compliant with the Interlocal Service Boundary Agreement (ISBA) with the county. They would not be able to develop this property without utilities, so we have to annex for the provision of utilities in accordance with the terms of the agreement that has been promulgated with the county. She was not sure what property owners could do with private property rights, which are meaningless if you cannot actually build anything because you cannot get services from a city. They are not asking to annex something that is not contiguous because we are directly contiguous with city boundaries. Currently, they are kind of an enclave because there are city boundaries all around and for the provision of utilities and to develop within the city in accordance with city standards that will be subject to the PUD. The PUD has undergone city professional staff review, and they found this to be consistent and compliant with the land development regulations and the comprehensive plan. In addition, it has undergone review by the planning commission, who gave a recommendation for approval. It went to the state for review after the first hearing, and they are back for

a second reading. There have been no changes made since the reviews occurred and they would appreciate an approval tonight. A significant number of plan changes were made and incorporated into the PUD as requested by neighboring property owners, including one-acre lots and architectural design standards that are rural in nature. She would be happy to answer any questions and the whole team is present. **Mayor Reisman** thanked her for her comments. He asked if there were any further comments from the commission. There were none.

The roll call vote was:

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

Three yeas, one nay, the Commission adopted the ordinance.

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)**

ADOPTED ORDINANCE 25-14

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

Mayor Reisman requested comments from the Commission. There were none.

The roll call vote was:

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

Three yeas, one nay, the Commission adopted the ordinance.

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)**

ADOPTED ORDINANCE 25-15

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Connell made a motion to reduce the zoning to one-to-one. **Mayor Reisman** stated there was a motion made to reduce the zoning. He asked for a second. There was no second. The motion failed. He asked if there were any further comments. There were none.

The roll call vote was:

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

Three yeas, one nay, the Commission adopted the ordinance.

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)**

ADOPTED ORDINANCE 25-16

Commissioner Pederson introduced ordinances 6.A.7, 6.A.8, and 6.A.9 to be read by title only. CC Purvis read the ordinances by title only.

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said the overall proposal was for annexation, a small-scale comprehensive plan and rezoning of approximately six and a half acres. It is generally located west of CR 44, south of Hickory Hollow and then north and south of Variety Tree Road. The request is for the future development of a self-storage facility. The small-scale comprehensive plan will go from Lake County Rural Transition to City of Leesburg General Commercial. Under the rezoning it would go from Lake County R-6, Urban Residential, Agriculture, and Planned Commercial to City of Leesburg Small Planned Unit Development. Under the PUD requirements, it would be an indoor self-storage facility with some outdoor storage, and an on-site apartment for management. There are purely no other uses permitted within the proposal. There are design and architectural standards which are shown in the exhibits that include dark sky lighting, 35% open space and the city is asking for a fifteen-foot landscape buffer along the entirety of the property and a master landscape plan. There will be no St Augustine grass. It must be Bermuda or

Bahia. The planned main access points are subject to approval by Lake County. All areas which are directly adjacent to residential areas require a solid fence with a minimum of six feet to eight feet in height. Signage is required to meet the sign requirements of the city. In this case, that would be four feet high. Finally, there is the standard phasing or expiration clause. That is the same phasing clause we have in all the newer PUDS that would take this from the SPUD to the RE-1 use. There are representatives here to make a presentation if the commission wants to see it. **Commissioner Burry** wanted to know if these would be three stories. **PZD Miller** replied it would be three stories or thirty-five feet.

Commissioner Burry asked if all the buildings would be three stories? **PZD Miller** said he would leave that to the applicant to answer.

Donika Oliverio of CHWNV5 wanted to clarify that all buildings will be one story. **Commissioner Burry** indicated that the plan would approve three stories. **Ms. Oliverio** pointed out that the SPUD allows that, but the proposed plan is only for one story and that can be changed. **Commissioner Burry** agreed. That needs to be changed if they approve this. **Commissioner Connell** asked about the overall number of units. **Ms. Oliverio** said she was unsure if they had a unit count.

Matthew Bass of 16868 NW 100th Avenue Road, Reddick, Florida, said he did not have the exact layout completed yet, but there would be approximately 654 units. **Commissioner Burry** questioned with regard to the boundaries was the buffer only a 15-foot buffer? **Mr. Bass** replied yes. **Commissioner Burry** asked that in the northwest area where there is a residential home, could they increase those buffers to 25-feet to give the homeowner more room. **PZD Miller** stated that the city staff have no objections to that. However, the applicant would have to shift the site plan. **Ms. Oliverio** asked if they would prefer them to do the presentation so they could go over all this. **Commissioner Burry** answered that would be up to the commissioners, because those were his two issues. **Mr. Bass** pointed out that in the presentation it was revised. Also, on a separate project, they had a similar scenario with concerned neighbors and, as a compromise, they changed the fence to an eight-foot stone wall. So they revised this one to show the masonry eight-foot wall. **Mayor Reisman** asked to see the presentation.

Ms. Oliverio stated there were a couple questions from the first reading, and they incorporated answers into the presentation. For a quick overview, this is a low-intensity transitional non-residential use. The intention is to support growth along the CR 44 corridor. There will be an access easement and roadway pavement improvements on Variety Tree Road, which will help the neighbors to the west. Obviously, this will include connection to City of Leesburg utilities when they become available. With the location, it is just north of CR 44, just past the Orange Bend subdivision, right across the street from Brown's Auto Sales and just down the street from several other RV parks and villages. There are residential areas to the west and commercial uses to the east along CR 44, that include a bank, pizzeria, and a hair salon. There is a water and sewer connection covenant, which is a binding agreement between the property owner and the city utilities that says when water and wastewater are available at the site, they will connect. Referring to a slide, she showed the environmental natural resources assessment, and it confirmed there to be no suitable habitat on the site or any rare species that people might be concerned about. The traffic statement showed this project to have low traffic volumes and the PM peak total trips were fourteen. She noted the CP zoning, which covers over three acres of this site, and it is in the center. It allows for retail, restaurants, offices, medical facilities, and hotels. So, what is currently zoned for by the county would give up to four hundred plus PM peak trips. By choosing this project and allowing them to put together the SPUD, the city is getting a much lower intensity use than what they could get in the county. On the western side, the proposal is for a six-to eight-foot-high opaque fence adjacent to the residential project. They are proposing a faux stone wall. It would be similar to the one they did on a recent project. No matter what, the fence has to be opaque; wood, vinyl, faux stone or concrete. There is a 15-foot-wide perimeter landscape buffer and the buildings would be one-story with a maximum height of eleven to thirteen feet. At the south entrance they have five parking spaces, one office restroom and a gated entry

to the storage area. Variety Tree Road will have a thirty-foot-wide easement and pavement that will provide a nicer roadway for residential access to the west. There was a question at the first reading about trees and whether any existing healthy hardwood trees that exist in the buffer area will be preserved as long as they are not impacted by grading. The trees and locations will be determined during the site plan review. There will be new landscaping of native species as required by code. There will be nothing invasive or prohibited. All storm water basins and perimeter buffers will be landscaped, and they meet the 35% open space requirement. This is a low-intensity transitional non-residential use. It is consistent with the land use pattern and character of the surrounding area. It supports current growth along the CR 44 corridor, and it will have low traffic use with fourteen PM peak trips. There is a legal agreement in place to connect to City of Leesburg water and sewer. There will be roadway pavement improvements on Variety Tree Road. There is only one access point at Variety Tree Road because the north is for emergency use only. This project does not impact levels of service for water, sewer, traffic or schools. There are no listed species, critical habitat or hydric soils on the site. There are existing hardwood trees that exist in the buffers and those will be preserved. There are SPUD requirements unique to the site that make sure it is landscaped according to city requirements. The proposed use is for one-story buildings and a gate will be secured and closed at night. This project meets all the requirements in the Florida Statutes for annexation. The planning commission unanimously recommended approval of the project and city staff reviewed it and recommended approval.

Commissioner Connell wanted to know if this was strictly going to be individual mini-warehouses or could someone come in rent a building and turn it into an industrial-type use or a business. **Mr. Bass** responded no. With the specific design and with the structural engineers, he did not see how that would be possible, and it would not meet the standards of the SPUD. **Commissioner Connell** wanted to confirm that no one could go in and rent a half dozen of these warehouses and turn them into a business like a body shop. He wanted to make sure that we were not increasing more traffic on CR 44, and he did not want heavy vehicles coming in and out of there. **PZD Miller** answered no. They could not do that. They can reference SPUD Section 3A that provides for permitted uses, which includes an indoor self-storage facility or an outdoor self-storage facility. It further states that all uses not specifically permitted by Section 3A are considered prohibited. So, based on SPUD alone, that would be illegal. **CA Watson** agreed. **Commissioner Burry** asked about the 8-foot-high opaque fence. It says it is on the north-south section, so what about on the south side adjacent to the residential property owner in the corner? **Ms. Oliverio** responded that the plat shows a dash line that runs the entire western perimeter of the property. It starts at Hickory Hollow Road, and it wraps all the way around the western side down to Variety Tree Road. Also, because that entire area is residential on the western side, that fence will extend and wrap all the way around the western side from Hickory Hollow down to Variety Tree Road. It would all be an opaque fence as listed in the SPUD and the applicants are committed to putting that in. **Commissioner Burry** wanted to know if the landscape buffer was on the inside of the fence? **Ms. Oliverio** answered the landscape buffer would be between the property line and the wall. It would be on the outside of the wall. **Commissioner Burry** continued to say they mentioned several different types of fences. He asked her to go through that one more time. **Ms. Oliverio** said the fence would be opaque, which means it could be wood, vinyl or faux stone. The picture shown is a faux concrete stone. **Commissioner Burry** wanted to know if that was something the commission needed to decide on. **CM Minner** said the commission has historically not liked vinyl or wood. **Ms. Oliverio** stated that the applicant was open to whatever the commission felt was appropriate. **Mayor Reisman** indicated that he would rather see an 8-foot wall versus a 6-foot wall. **Commissioner Burry** agreed. He would also like to see an 8-foot masonry wall along the entire perimeter of the property. **Mr. Bass** said that would be ideal. They would do the 8-foot masonry wall. **Ms. Oliverio** pointed out that they could change and add a condition for that. **CM Minner** said before they execute the SPUD, if the commission approves the vote they need to make those changes. **CA Watson** remarked that they needed to include it to be one story. **Commissioner Burry** added that he was shooting for a 25-foot barrier buffer because that was what a lot of the projects have.

Ms. Oliverio indicated that they would have to change the site plan quite a bit in order to accommodate an additional 10-feet of space on the perimeter. **Commissioner Burry** said with the fence going all the way around and with the 8-foot fence, he could live with the 15-foot buffer. **Commissioner Pederson** said he did not have a strong opinion, but earlier he heard six to eight feet, and he wanted to ask the neighbors their opinion, because he would rather see a 6-foot fence in the buffer over an 8-foot fence. **Mayor Reisman** asked for public comments.

Steve Clark of 9844 Hickory Hollow Road said his property boarded 50% of both the south and east sides. This will significantly change everything for him, both in value and experience, so he appreciates these items coming up. He visited a storage facility at CR 42 and US 441 in Lady Lake, and he took a photo of the stone wall, and it was significantly higher than 8-feet. It was pretty giant. He wants a minimum of 8-feet because 6-feet is not going to cut it. He appreciated the comment about having a 25-foot buffer, because it would help ease the pain of the project. The inconsistencies that were pointed out at the last meeting were very concerning, and what has been suggested to happen does not meet up with what would be approved. He is afraid that somebody will come in and buy the storage facility and change the idea of it. He is afraid they will put boats and RVs there. The plans do not show any room for outside storage, so he does not know why they are approving outside storage. It says all inside, so leave it inside. The same goes with the height of the fence. Why say six to eight, just say eight or whatever it would be. He does not want to leave room for changes after they are approved. **Commissioner Burry** asked about the height of the fence. Would he rather see an eight-foot fence? **Mr. Clark** answered yes. He would like to see a solid stone wall with dark charcoal gray paint on it. **Commissioner Pederson** pointed out that he heard the developer say they would give him the 8-foot fence, but he was trying to help when he offered a six-foot fence. If he wants the eight-foot fence, the developer is okay with it. **Mr. Clark** stated the buildings would be thirteen-feet high, and he did not want to look at that. He would prefer the wall to be 8-feet. **Commissioner Pederson** said he was just trying to help him out. **Mr. Clark** replied that he did not see the point. He wanted to know what he meant by helping him. **Commissioner Pederson** said personally he would rather see a six-foot fence, but if he and the developer agreed to 8-feet, he would be fine with it. **Mr. Clark** said he would rather have most of the buildings blocked from his view, so he would like the 8-foot wall.

Lisa Hayden of 35121 Dennis Road, Leesburg, said she loved the idea of a 25-foot buffer. She knows it would impact the site plan, but it would give them more space around the agricultural land. It seems that 600-plus units is a lot of storage units. There are many storage units available within a three-mile radius. She understands there are other developments coming in over the next few years, but she was confused as to where there is outside RV storage on this plan. **CA Watson** stated it is in the allowed uses, section 3A. **Ms. Hayden** wanted to know if it was possible to strike that. **CA Watson** replied that was not his call. However, it could be stricken from the agreement if the commission so chooses. **Ms. Hayden** said an eight-foot fence with a nice buffer gives a trajectory so they will not see it, but if they have big RVs parked next to the fence they will see it. **CA Watson** indicated that the commission would have to remove it from the agreement. **Ms. Hayden** asked the mayor if that would be possible. **Mayor Riesman** pointed out that another commissioner would need to include that in their motion. He was not able to make a motion. **Ms. Hayden** then asked Commissioner Connell to include that in the motion. **Commissioner Connell** said he could do that.

Ray Hayden of 35121 Dennis Road, Leesburg said this was another request for property on CR 44. If they have been down CR 44 lately, there is a lot going on. Utilities are going in on both sides of the road and there is partial widening of the road. However, it is not enough because the widening that is happening is only at the entrance to the development. They are not widening the road to two lanes on each side with a left turn lane; there are left turn lanes at the entryway to the development. So, traffic is not being relieved on CR 44. He thought this storage facility would be more for the folks at Orange Bend

because that was approved and when they are starting to build there. However, there will be a lot of traffic on this road and every single thing that Leesburg annexes is problematic.

Linda James of 9705 Hickory Hollow Road, Leesburg, said she wanted to talk about traffic. There are so many accidents on CR 473 and CR 44. She always hears ambulances and police sirens in the area. She did not know if studies have been done on the number of accidents there are happening. This will cause a lot more potential accidents, especially if people come in with moving vans or big trucks. She would like the commission to look and find out how many accidents occur there, because the traffic is really dangerous. **Mayor Reisman** asked if there were any further comments. There were none.

Commissioner Connell concurred that CR 44 is a very bad road and the traffic is absolutely horrible. It is a two-lane road for the most part, and it is next to impossible to pass on that road unless you pass illegally on a double yellow line or on the shoulder of the road. If you get behind somebody, you are stuck and people get impatient. Even though this is mini-storage and the stats are going to show mini-storage does not attract a tremendous amount of traffic, we are still talking about 600 plus units. That will draw more traffic onto this road, and this road does not need any more traffic for the time being. On top of it being a two-lane road, there is literally nowhere to pass anybody, and it literally runs east and west. This development will add additional traffic and that is not a good idea. If this project were anywhere else in the city that had an adequate road system, he would be all for the annexation. However, we do not need to add to an already existing problem. **Mayor Reisman** asked if there were any further commission comments. There were none.

Commissioner Burry said before he made his amendments he wanted to ask a question. If we amend the PUD to one story only, is the applicant good with that? **Ms. Oliverio** answered yes. **Commissioner Burry** then asked if they amended the PUD to have an 8-foot masonry fence. Were they good with that? **Ms. Oliverio** said yes. **Commissioner Burry** wanted to verify if this was indoor or outdoor because we keep saying indoor and outdoor. **Mr. Bass** said the SPUD currently calls for indoor or outdoor storage. However, the intended use is for it all to be indoor climate-controlled units. However, it does take time to build. They normally build all but two buildings in the first phase. They leave the other two buildings open, because it takes time to fill the units. It normally takes about six months to fill. Once they get close, they will build the last two buildings. It is common to get twelve new renters in one month and six move out, so it takes a significant amount of time before they get there. However, this facility will be completely full within a year, a year and a half. A lot of times in the beginning phase, if it is allowed, they will rent that space for boats and RV storage. However, if that is not allowed, it is not the end of the world. They would just leave it out. Then, in phase two, they will come back and put in the two last buildings. **Commissioner Burry** questioned the two open spaces. Is that the northwest corner, and would it be behind the eight-foot-high opaque fence? **Mr. Bass** responded that sometimes this is not allowed, and it could be stricken down. However, the last two buildings constructed will be in the middle of the project. That is where they would have outside storage. Those buildings would be constructed about eight months to a year later. **Commissioner Burry** asked about the building closest to the residential property. **Mr. Bass** stated it would be a one-story indoor climate-controlled building and the entrance to the buildings would be from the interior of the property. They will be away from the residential property, and there will be an eight-foot stone wall. No RVs will be parked on either side. They would be parked in the middle of the development. The condensers will be by the entrances too, because they want to be good neighbors. Also, the outdoor storage would be temporary. **CA Watson** wanted to know if there would be any indoor lighting visible over the fence? Does the building stay lit during nighttime hours? **Mr. Bass** responded with dark sky lighting and with the way the project was designed, there was no need for any lighting on the backside of the buildings. **CA Watson** clarified that he has seen some storage buildings with inside glass walls and lights are kept on inside the building at night and the light spills out of the building. He wanted to know if that would be done here. He does not want lighting to be visible by

the residential neighbors. **Mr. Bass** stated every facility that he has done has a 4070 solid seal door with 5-foot-wide corridors, so that would be non-existent. **Commissioner Connell** said as far as the conditions on the SPUD, he was going to bring that up, but he was waiting until we got to the PUD part to put conditions on. That is if we even get there and if we do not turn down the annexation. **Mr. Bass** said they would provide an easement for all houses on Variety Tree Road. **Mayor Reisman** asked if there were any further comments. There were none.

The roll call vote was:

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

Three yeas, one nay, the Commission adopted the ordinance.

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)**

ADOPTED ORDINANCE 25-17

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

Mayor Reisman requested comments from the Commission and the audience. There was none.

The roll call vote was:

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

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

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)**

ADOPTED ORDINANCE 25-18

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

Mayor Reisman requested comments from the Commission and the audience.

Commissioner Burry made a motion to amend the PUD to say the western border would include an 8-foot masonry fence, that the indoor storage facilities are limited to one story and, should there be any outdoor storage, it needs to be located on the southern half of the property, which is screened by buildings, and Commissioner Pederson seconded the motion.

CM Minner said, just for clarification, when we modify, the intent is to not have outside storage permitted until there are structures that block where the outside storage will be. **Commissioner Connell** commented that he would rather see no outside storage. It would make it simpler, and when we get into screening everything it will become a complicated nightmare. **Commissioner Pederson** stated they should at least give the developer temporary outside storage. He wants this project to be successful, so he would hate to take it away. At least the commission should consider some kind of timeline.

Commissioner Burry said the point was that when they build this they will need some outside storage to help pay the rent until they can build all the buildings. However, the outside storage area should not occur close to residential homes. It should be screened by the buildings. **Commissioner Connell** pointed out that we could have code enforcement problems with outside storage and screening. One person could say it is visible, and another person says it is not. The problem will become an interpretation problem for code enforcement if it passes. **Commissioner Pederson** said he heard somebody say it would be temporary outside storage. How many years are they looking at? **Mr. Bass** said it would not be more than two years. Normally it is about a year. It would not be the end of the world if it does not happen. The typical boat or RV is much shorter than the building height, and he understands the concern. They would have to have buildings up first because they need to have the first CO signed off on before any storage of boats or RVs can occur. **Commissioner Pederson** thanked him for the answer. He was willing to give two or three years. He was very flexible. **Commissioner Burry** withdrew his last requirement for screening, and as Mr. Bass stated one year is all they would need for outside storage. We can put a limit of one year in the PUD. **CM Minner** indicated that it needs to be written as one year from the first CO issued. **Mr. Bass** wanted to verify if they were allowing outside storage. **CM Minner** stated they would permit outside storage for 365 days after the first CO is issued. **PZD Miller** clarified that it would be allowed for one year after the first CO is issued. **CA Watson** agreed. It would be allowed for one year from the issuance of the first CO. After that outside storage would be terminated.

Mayor Reisman asked Commissioner Burry to clarify and reiterate the amendment to the motion.

Commissioner Burry stated the amendment would be for an 8-foot masonry wall on the western boundary, one-story buildings only. There would be no three stories, and we would allow for outside storage for one year after receiving the CO on the first building. Commissioner Pederson seconded the motion.

Mayor Reisman asked if there were any further comments or discussion. There were none.

The roll call vote was:

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

Three yeas, one nay, the Commission approved the amendment.

Commissioner Pederson made a motion to approve the item as amended, and Commissioner Burry seconded the motion.

Mayor Reisman asked if there were any further comments on the amended motion.

Ray Hayden, 35121 Dennis Road, Leesburg, said he wanted clarification on the outside storage. Would it be one or two years from the first CO? **CA Watson** indicated that it would be 365 days after the first CO is issued.

The roll call vote was:

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

Three yeas, one nay, the Commission adopted the ordinance.

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.**

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

Mayor Reisman requested comments from the Commission and the audience.

CM Minner said they had already received the big report, but this is the first reading for the new districts, which would be effective for the 2026 election cycle. The second reading of the ordinance would be April 14th.

- 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)

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

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated the request was for 1.22 +/- acres. It is generally located east of US 27 and south of Howard Road. It is a very small annexation that would go from Lake County Urban Low Density to City General Commercial and to City C-3. There are no PUD or conditions. It currently has a small parking area and a three-suite office building. It is basically a straight rezoning. Doug Wade, the owner, would like to place a 3,000-square-foot warehouse on it. **Mayor Reisman** asked if there were commission or public comments. There were none. He said this item would lay over until April 28th.

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)**

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

Mayor Reisman requested comments from the Commission and the audience. There were none. He stated this item would lay over until April 28th.

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)**

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

Mayor Reisman requested comments from the Commission and the audience. There were none. He stated this item would lay over until April 28th.

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.

ADOPTED RESOLUTION 12,007

Commissioner Burry 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 Pederson seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

CM Minner said there was a presentation if the commission wanted to see it. However, he and the new finance director recommend that, because our meter reading contract is expiring at the end of the fiscal year, we shift meter readings for water and sewer back to internal services. The long-term cost will be about the same, and we will have more control. We need an additional expenditure this year to bring in new people, get them trained, and purchase their vehicles, so we are ready to go by October 1st. An approval of the motion will amend the budget and the finance director will endeavor to start the process of bringing on four new utility technicians. **Mayor Reisman** asked if there were any commission or public comments. There were none.

The roll call vote was:

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

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

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Watson had no items to address.

9. CITY MANAGER ITEMS:

CM Minner had no items to address.

10. ROLL CALL:

Commissioner Pederson had no comments this evening.

Commissioner Connell had no further comments.

Commissioner Burry had no comment.

Mayor Reisman wanted to remind everyone about the Leesburg Chamber of Commerce breakfast. It will be held on Thursday, and it starts at 7:00 a.m. Also, on March 29th, we have the Woodland Block Party and on Thursday, April 3rd, we have the Leesburg Fish Fry at the Mote Morris House, which is one of his favorite events. Lastly, on April 9th we will have the groundbreaking ceremony for Susan Street. He hoped to see everyone out there.

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 Burry, the meeting adjourned at 7:47 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 14, 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 a Task Order with AVCON, Inc., for design, bidding, and construction phase services, for a multi-unit, Corporate Hangar building, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the execution of the AVCON, Inc. Task Order, for an amount not to exceed \$117,000.00.

Analysis:

AVCON, Inc., has presented a scope of services to complete design specifications, bidding, and construction oversight services related to the construction of a corporate hangar building. AVCON, Inc. is working under a continuing services agreement, approved by Resolution 11,769, dated January 22, 2024.

On March 24, 2025, by Resolution 11,997, the City Commission accepted a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT), FM No. 438449-2-94-01, for \$1,407,330.00 dollars based on construction estimates to construct a multi-unit (4) corporate hangar building.

AVCON, Inc. will prepare the bid package for review by the City's Development Review Committee, then subsequently to Purchasing for contractor services.

Procurement Analysis:

N/A

Options:

1. Approve and execute the AVCON, Inc. Task Order; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is funded 80% by an FDOT State grant and the remaining 20% with Airport funds.

Account No.	<u>048-8099-542-3130</u>
Project No.	<u>480002</u>
WF No.	<u>1383898/3</u>
Requisition	<u>57422</u>
Budget	<u>\$117,000.00</u>
Available	<u>\$117,000.00</u>

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH AVCON, INC., FOR DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES, FOR A MULTI-UNIT, CORPORATE 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 an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822, for professional and construction administration services.

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 14th day of April 2025.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 14 day of April in the year 2025, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing design services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

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

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

**Project:
LEESBURG INTERNATIONAL AIRPORT
AIRCRAFT STORAGE HANGARS – PHASE I
CONSTRUCTION PHASE SERVICES**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$117,000.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation. *[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

AVCON, INC.

By: Sandeep Singh

Printed: Sandeep Singh

Its: President
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



Leesburg International Airport
Commercial Hangar
Design, Bidding, and Construction Phase Services

PROJECT DESCRIPTION:

The Leesburg International Airport (LEE) has improved an area north of Airport Boulevard and west of Echo Drive for development of hangar facilities for general aviation aircraft. The proposed maintenance hangars will include floor drains, oil/water separators, restrooms, and auto parking for each unit. The project limits are depicted on Attachment C. The hangars will utilize existing taxilanes and roads for access. Stormwater treatment and utility connections will also utilize existing infrastructure where possible.

PROJECT JUSTIFICATION:

The Airport has demand for maintenance hangar space. Previously completed site work has provided “pad-ready” sites future hangar development. The first of these sites will hold a four-unit hangar building for commercial tenants providing services to the public.

TASKS AND COST:

This scope of services includes Design, Bidding, and Construction Phase Services. Total Lump Sum cost of this scope of services is **\$117,000.00**.

SERVICES:

Administration

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project’s bidding and construction. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract

Documents for the Project, including Plans, Specifications, and an Estimate of Construction Cost. The scope of services will include:

Task 1 – Final Design.

- Finalize site and building design.
- Submit stormwater permit application.
- Submit FAA OE/AAA (Airspace Review).
- Finalize CSPP and upload to OE/AAA for FAA review and approval.
- Finalize general and technical specifications.
- Prepare construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of the Design Phase and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

Bidding Phase

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FAA and FDOT during the bidding process.

Task 2 - Bidding.

- Prepare bid documents for distribution.
- Assist with advertisement.
- Attend and prepare meeting minutes for pre-bid conference.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Deliverables include electronic copies of Bid Documents, and recommendation of award letter uploaded into JACIP.

Construction Phase

Task 3 - Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct bi-weekly construction coordination meetings. Prepare and distribute meeting minutes.

- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

Task 4 - Construction Observation

Construction Observation shall consist of observation on a part-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with the FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.
- Review of testing and inspection completed by contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR and FDOT.

The construction contract has an approximately 180-calendar day duration from the full notice to proceed. This scope and fee assume that there will be part-time

inspection of the project, and it is assumed that one person will be onsite for 20 days of observation, and another person will be onsite bi-weekly for a coordination/progress meeting.

END OF ATTACHMENT A

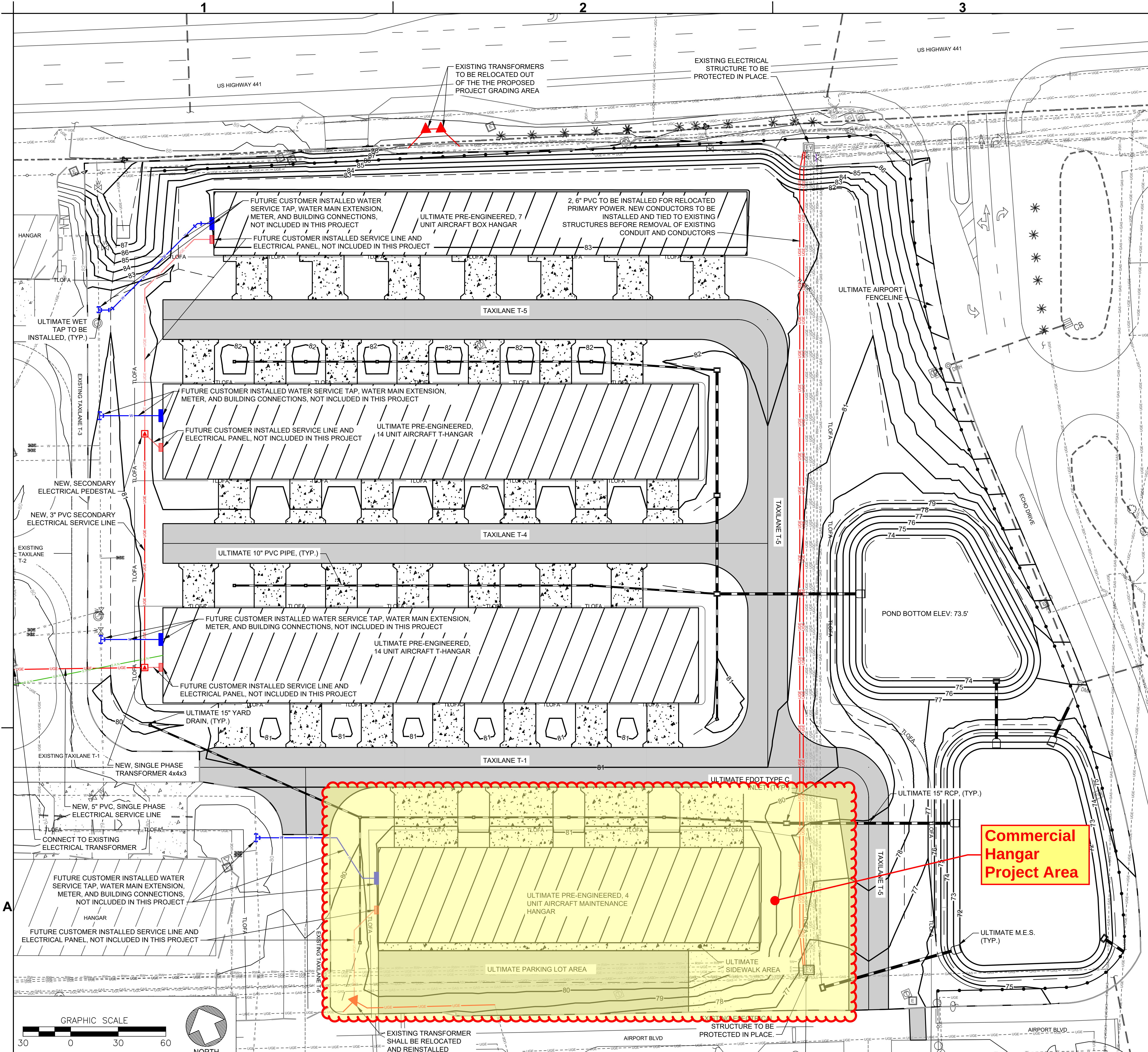
ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR COMMERCIAL HANGAR
LEESBURG INTERNATIONAL AIRPORT

03/18/2025

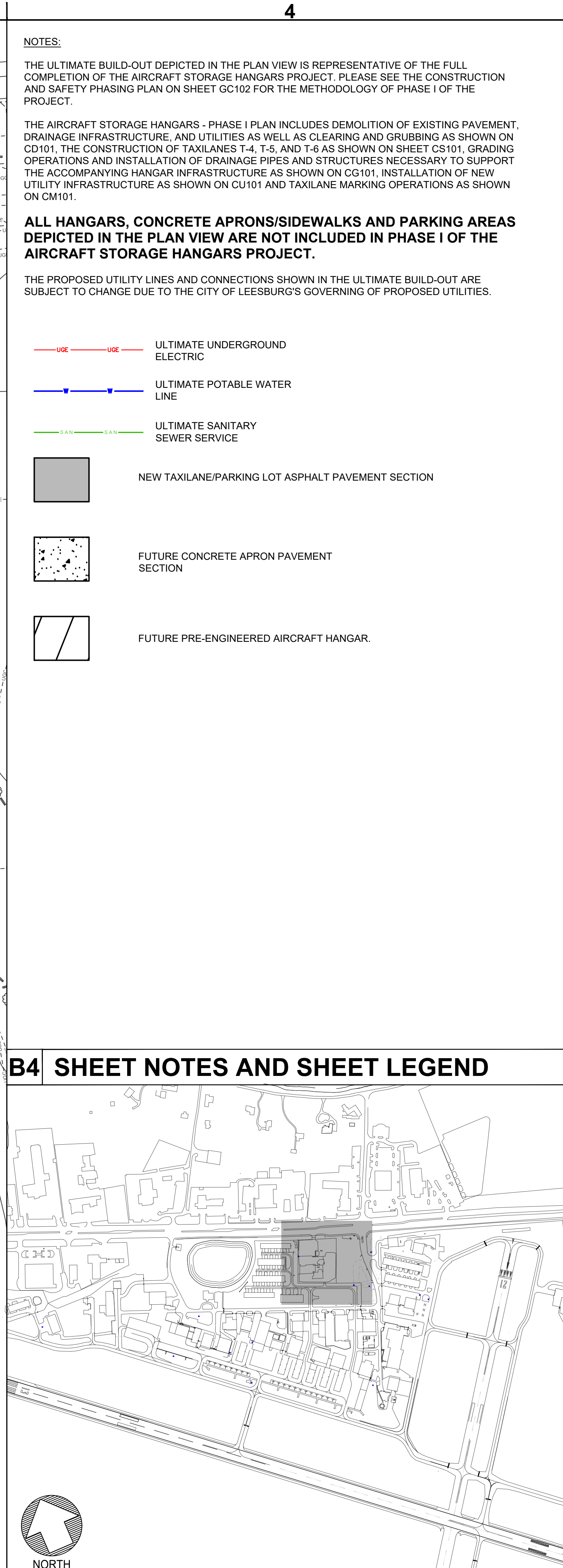
TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Sr. Inspector		Contract Administrator		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 230	Rate/Hour:	\$ 150	Rate/Hour:	\$ 140	Rate/Hour:	\$ 120	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	FINAL DESIGN															
1.1	Grant Administration and Project Coordination	4	\$ 1,240	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	12	\$ -	\$ -
1.2	Finalize design plans		\$ -	20	\$ 4,600	40	\$ 6,000		\$ -		\$ -		\$ -	60	\$ 10,600	\$ 6,000
1.3	Submit FAA OE/AAA (Airspace Review)		\$ -		\$ -	8	\$ 1,200		\$ -		\$ -		\$ -	8	\$ 1,200	\$ -
1.4	Submit stormwater permit application		\$ -	4	\$ 920	16	\$ 2,400		\$ -		\$ -		\$ -	20	\$ 3,320	\$ -
1.5	Finalize CSPP		\$ -	4	\$ 920	8	\$ 1,200		\$ -		\$ -		\$ -	12	\$ 2,120	\$ -
1.6	Finalize general and technical specifications		\$ -	4	\$ 920	8	\$ 1,200		\$ -		\$ -	8	\$ 640	20	\$ 2,760	\$ -
1.7	Prepare Final Construction Cost Estimate		\$ -	2	\$ 460	8	\$ 1,200		\$ -		\$ -		\$ -	10	\$ 1,660	\$ -
1.8	QA/QC	4	\$ 1,240		\$ -	8	\$ 1,200		\$ -		\$ -		\$ -	12	\$ -	\$ -
	Subtotal	8	\$ 2,480	42	\$ 9,660	96	\$ 14,400	0	\$ -	0	\$ -	8	\$ 640	154	\$ 21,660	\$ 6,000
2	BIDDING															
2.1	Grant Administration and Project Coordination	2	\$ 620	4	\$ 920		\$ -		\$ -		\$ -		\$ -	6	\$ 1,540	\$ -
2.2	Prepare bid documents for distribution		\$ -	8	\$ 1,840	16	\$ 2,400		\$ -	8	\$ 960		\$ -	32	\$ 5,200	\$ 2,000
2.3	Assist with advertisement		\$ -	4	\$ 920		\$ -		\$ -	2	\$ 240		\$ -	6	\$ 1,160	\$ -
2.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 920	4	\$ 600		\$ -	2	\$ 240		\$ -	10	\$ 1,760	\$ 1,000
2.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 920	8	\$ 1,200		\$ -	4	\$ 480		\$ -	16	\$ 2,600	\$ 2,000
2.6	Attend bid opening		\$ -	4	\$ 920		\$ -		\$ -		\$ -		\$ -	4	\$ 920	\$ -
2.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 920		\$ -		\$ -	4	\$ 480		\$ -	8	\$ 1,400	\$ -
	Subtotal	2	\$ 620	32	\$ 7,360	28	\$ 4,200	0	\$ -	20	\$ 2,400	0	\$ -	82	\$ 14,580	\$ 5,000
3	CONSTRUCTION ADMINISTRATION															
3.1	Grant Administration and Project Coordination	4	\$ 1,240	8	\$ 1,840		\$ -		\$ -		\$ -		\$ -	12	\$ 3,080	\$ -
3.2	Pre-Construction meeting		\$ -	4	\$ 920	8	\$ 1,200		\$ -		\$ -		\$ -	12	\$ 2,120	\$ -
3.3	Bi-Weekly Construction meetings		\$ -		\$ -	72	\$ 10,800		\$ -		\$ -		\$ -	72	\$ 10,800	\$ -
3.4	Submittal review and approval, RFI resolution		\$ -	8	\$ 1,840	8	\$ 1,200		\$ -	16	\$ 1,920		\$ -	32	\$ 4,960	\$ 5,000
3.5	Pay application review and approval		\$ -		\$ -	12	\$ 1,800		\$ -	16	\$ 1,920		\$ -	28	\$ 3,720	\$ -
3.6	Final punchwalk, final punchlist, and final inspection		\$ -	8	\$ 1,840	16	\$ 2,400		\$ -	2	\$ 240		\$ -	26	\$ 4,480	\$ 1,000
3.7	Project closeout		\$ -	4	\$ 920	8	\$ 1,200		\$ -	4	\$ 480		\$ -	16	\$ 2,600	\$ -
	Subtotal	4	\$ 1,240	32	\$ 7,360	124	\$ 18,600	0	\$ -	38	\$ 4,560	0	\$ -	198	\$ 31,760	\$ 6,000
4	CONSTRUCTION OBSERVATION															
4.1	On-site construction observation		\$ -		\$ -		\$ -	200	\$ 28,000		\$ -		\$ -	200	\$ 28,000	\$ 4,000
	Subtotal	0	\$ -	0	\$ -	0	\$ -	200	\$ 28,000	0	\$ -	0	\$ -	200	\$ 28,000	\$ 4,000
	Total	14	\$ 4,340	106	\$ 24,380	248	\$ 37,200	200	\$ 28,000	58	\$ 6,960	8	\$ 640	634	\$ 96,000	\$ 21,000

Total Project Fee \$ 117,000

\\projects\or_ airports_060709\Projects\2024\2024.236.00 - Leesburg Int. Airport\Aircraft Storage Hangars\2024\2024.236.00 - Leesburg Hangar Design\CAD\Production Drawings\Final Design\R210216.04 GC Series.dwg Mar 04, 2024 - 1:16pm

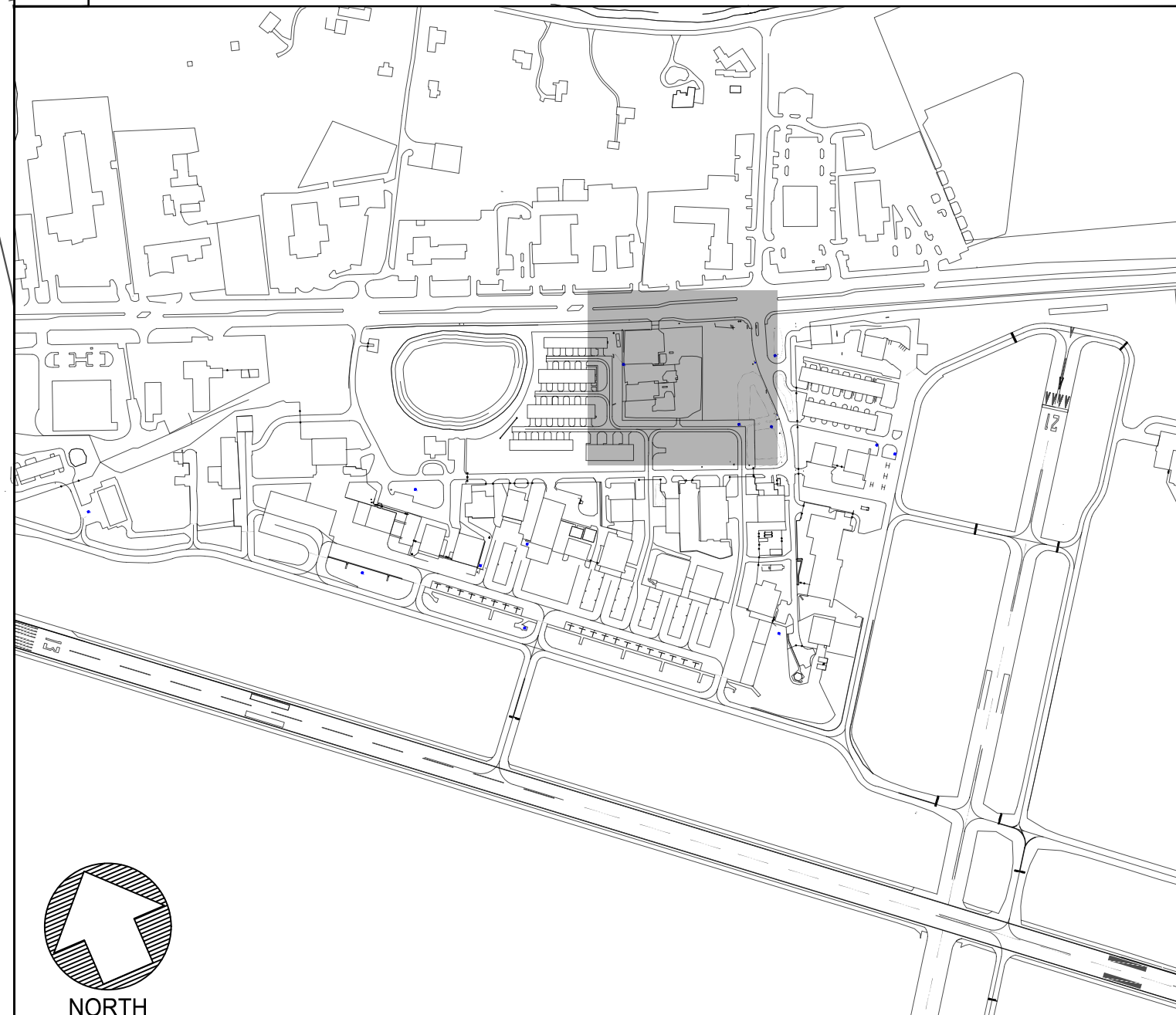


A1 ULTIMATE PROJECT BUILD-OUT PLAN VIEW



A4 KEY PLAN

B4 SHEET NOTES AND SHEET LEGEND



THE LAKEFRONT CITY

LEESBURG

EST. 1851

DESCRIPTION

NO.

DATE

SCALE: AS SHOWN

DATE: MARCH 2024

DRAWN: DJN, ALB

DESIGNED: MBH

APPROVED: DJN

ULTIMATE PROJECT BUILD-OUT PLAN

AIRCRAFT STORAGE HANGARS - PHASE I

LEESBURG INTERNATIONAL AIRPORT (KLEE), 8807 AIRPORT BLVD, LEESBURG, FL 34788

SEAL

MATTHEW B. HUMPHREY, P.E.

Lic. No. 87387

AVCON

AVCON, INC.

ENGINEERS & PLANNERS

5555 E. MICHIGAN STREET, SUITE 200

ORLANDO, FL 32822

OFFICE: (407) 599-1122 - FAX: (407) 599-1133

CORPORATE CERT. OF AUTH. NO. 5087

www.avconinc.com

AVCON PROJECT NUMBER:

2024.236.01

SHEET

GC101

** THIS SHEET MUST BE PRINTED IN COLOR. THIS TEXT SHALL APPEAR "RED" WHEN PRINTED CORRECTLY **

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 14, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Victoria Estates, Ltd. for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Victoria Estates, Ltd.

Analysis:

Victoria Estates, Ltd. is granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements and related facilities.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM VICTORIA ESTATES, LTD. FOR THE PURPOSE OF
GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED
THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Victoria Estates, Ltd., for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of April 2025.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") on this 5th day of March 2025, is hereby granted by **VICTORIA ESTATES, LTD.**, a Florida limited partnership, whose mailing address is 7978 Cooper Creek Boulevard, University Park, Florida 34201 ("GRANTOR,"), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE EXHIBIT "A" ATTACHED HERETO (Easement #2)

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use,

2/27/25

and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

GRANTOR:

VICTORIA ESTATES, LTD.,
a Florida limited partnership,

By: **BENDERSON-VICTORIA, L.C.,**
a Florida limited liability company,
its General Partner,

By: _____
Stephen C. Scalione, Manager

Gina Holzer
Signature
Gina Holzer
Print
7978 Cooper Creek Blvd
University Park, FL 34201
Postal Address

Julie Lapidis Daniel
Signature
Julie Lapidis Daniel
Printed
7978 Cooper Creek Blvd
University Park, FL 34201
Postal Address

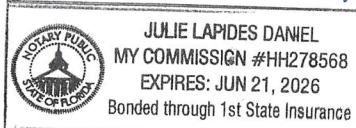
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of March, 2025, by Stephen C. Scalione, as Manager of Benderson-Victoria, L.C., a Florida limited liability company, as the General Partner of Victoria Estates, Ltd., a Florida Limited Partnership, who is ☒ personally known to me or ☐ who produced the following identification: _____.

Julie Lapidis Daniel
Notary Public Signature
Julie Lapidis Daniel
Notary Public Name

My Commission Number: HH278568
My Expiration Date: 6/21/2026

(seal)



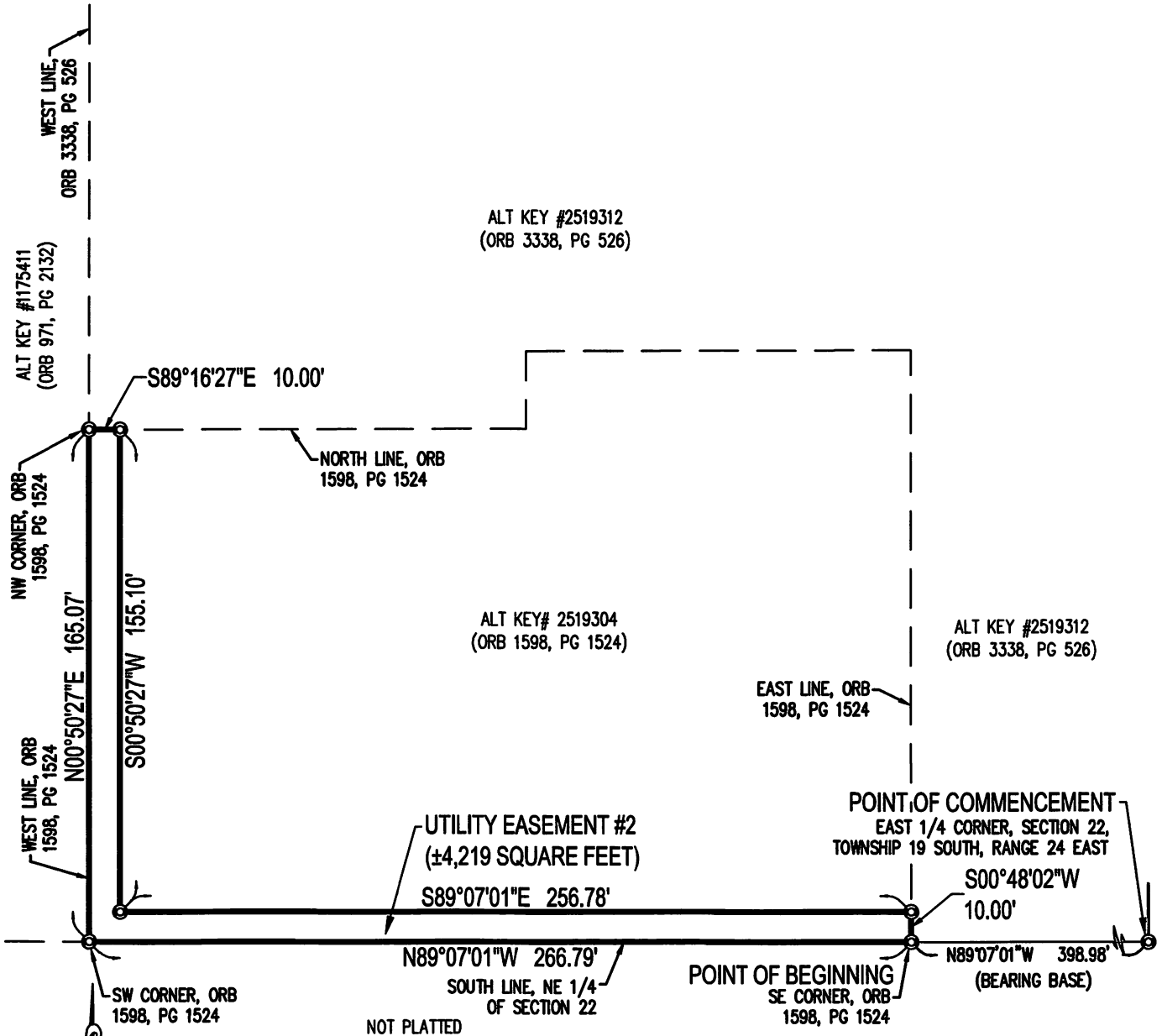
P

*****: CFB Survey Standard.cfb

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 02 OF 02

DRAWING NAME: S:\SURVEY\NEW SURVEY\NEW VILLAGE PROJECTS\10-24 SECTION 22\VALENTY PLAZA\LESSOR\PROPOSED UTILITY PLAZA EASEMENT\SKETCHES\VALENTY PLAZA EASEMENT\JOB 02.17.2025 2:09 PM BY: JAH/LLX



LEGEND:

- ALT KEY = ALTERNATE KEY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- LB = LICENSED BUSINESS
- LS = LAND SURVEYOR
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- ⊕ = CHANGE IN DIRECTION
- = LINE BREAK

REVISED EASEMENT CONFIGURATION: 02/17/2025 BY: JAH

JOB S01023.04060

SEE SHEET 2 FOR SKETCH



CFB | CLYMER
FARNER
BARLEY
SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LBS408

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 14, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from MSF Gateway, LLC for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from MSF Gateway, LLC, on the property described therein.

Analysis:

MSF Gateway, LLC is granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements and related facilities.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM MSF GATEWAY, LLC FOR THE PURPOSE OF
GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED
THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by MSF Gateway, LLC, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of April 2025.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") on this 5th day of March 2025, is hereby granted by **MSF GATEWAY, LLC**, a Delaware limited liability company, whose mailing address is 7978 Cooper Creek Boulevard, University Park, Florida 34201 ("GRANTOR,"), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("GRANTEE");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "Facilities"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "Easement Area" to wit:

SEE EXHIBIT "A" ATTACHED HERETO (Easement #1 and Easement #3)

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any

3/4/25

maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

GRANTOR:

MSF GATEWAY, LLC,
a Delaware limited liability company

By: _____
Stephen C. Scalione, Manager

Mina Holzer
Signature
Mina Holzer
Print
7978 Cooper Creek Blvd
University Park, FL 34201
Postal Address

Julie Lapides Daniel
Signature
Julie Lapides Daniel
Printed
7978 Cooper Creek Blvd
University Park, FL 34201
Postal Address

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of March, 2025, by Stephen C. Scalione, as Manager of MSF Gateway, LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ who produced the following identification:



Julie Lapides Daniel
Notary Public Signature
Julie Lapides Daniel
Notary Public Name

My Commission Number: HH278568
My Expiration Date: 6/21/2026

(seal)

P

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VINH-VILLAGES PROJECTS\19-24\SECTION 22\GATEWAY PLAZA LEASING\010724\TOPOLING\EASEMENT SKETCHES\GATEWAY PLAZA EASEMENT.DWG -01 8.5 X 11 2/3/2025 9:13 AM BY: HALLICK

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 01 OF 02

LEGAL DESCRIPTION (UTILITY EASEMENT #1)

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 526, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 22; THENCE RUN NORTH 89°07'01" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 215.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5537, PAGE 10, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°07'01" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 183.98 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1598, PAGE 1524, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°48'02" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°07'01" EAST, A DISTANCE OF 184.00 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5537, PAGE 10; THENCE RUN SOUTH 00°53'10" WEST, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1,840 SQUARE FEET, MORE OR LESS.



Digitally signed by
Jeremy Hallick
Date: 2025.02.03
10:39:20 -05'00'

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SKETCH ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT A FIELD SURVEY. THE MEASUREMENTS SHOWN ON THIS SKETCH ARE PER A PREVIOUS BOUNDARY SURVEY PREPARED BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE) AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SKETCH, THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST HAS A FIELD MEASURED BEARING OF NORTH 89°07'01" WEST.
4. EASEMENT LINE WORK DEPICTED HEREON PROVIDED BY CLYMER FARNER BARLEY, INC.

JOB S01023.04060
SEE SHEET 2 FOR SKETCH

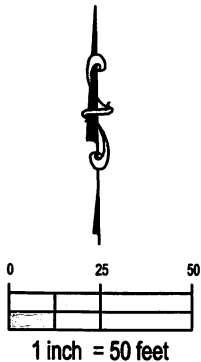
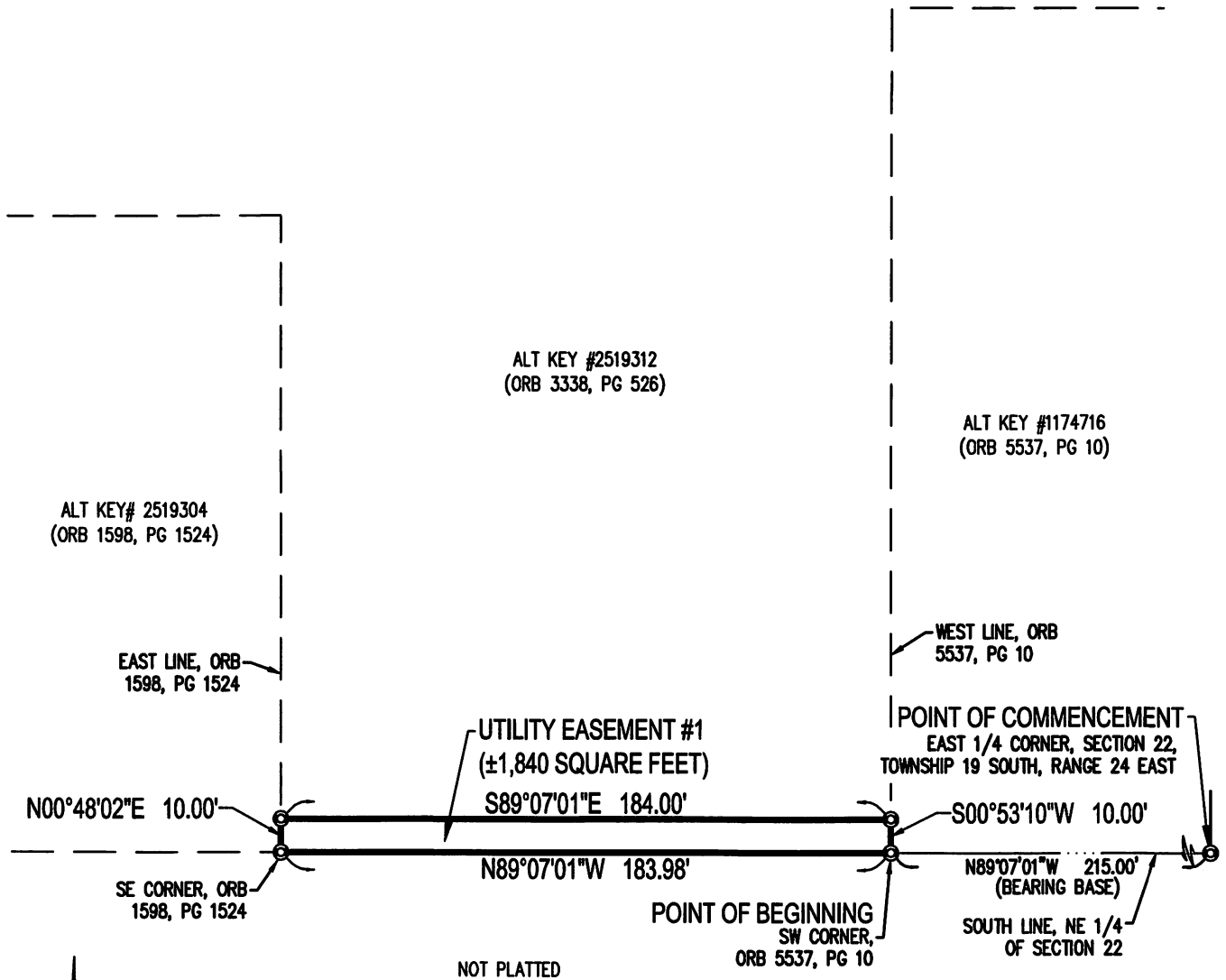


CFB CLYMER
FARNER
BARLEY
SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LBB498

DRAWING NAME: S:\SURVEY\NEW SURVEY\LAKE VIEW--WILLAGES PROJECT\18-24\SECTION 22\GATEWAY PLAZA\LESSOR\0712\TOP\UNDEVELOPED\SKETCHES\GATEWAY PLAZA EASEMENT.DWG : 102 8.5 X 11 2/3/2020 8:15 AM BY: JHULLICK

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 02 OF 02



LEGEND:

- ALT KEY = ALTERNATE KEY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- LB = LICENSED BUSINESS
- LS = LAND SURVEYOR
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- ⊕ = CHANGE IN DIRECTION
- = LINE BREAK

JOB S01023.04060
SEE SHEET 2 FOR SKETCH



CFB CLYMER
FARNER
BARLEY
SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34762
(850) 748-3126 LBS408

SKETCH FOR DESCRIPTION
(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 01 OF 02

LEGAL DESCRIPTION (UTILITY EASEMENT #3)

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3338 PAGE 526, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID LANDS LYING WITHIN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 22; THENCE RUN NORTH 89°07'01" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.77 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1598, PAGE 1524, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°50'27" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 165.07 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°50'27" EAST, ALONG THE WEST LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3338, PAGE 526, A DISTANCE OF 28.12 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°09'33" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 00°50'27" WEST, A DISTANCE OF 28.10 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1598, PAGE 1524; THENCE RUN NORTH 89°16'27" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 281 SQUARE FEET, MORE OR LESS.



Digitally signed by
Jeremy Hallick
Date: 2025.02.17
04:27:22 -05'00'

JEREMY D. HALLICK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SKETCH ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
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4. EASEMENT LINE WORK DEPICTED HEREON PROVIDED BY CLYMER FARNER BARLEY, INC.

REVISED EASEMENT CONFIGURATION: 02/17/2025 BY: JQH

JOB S01023.04060
SEE SHEET 2 FOR SKETCH



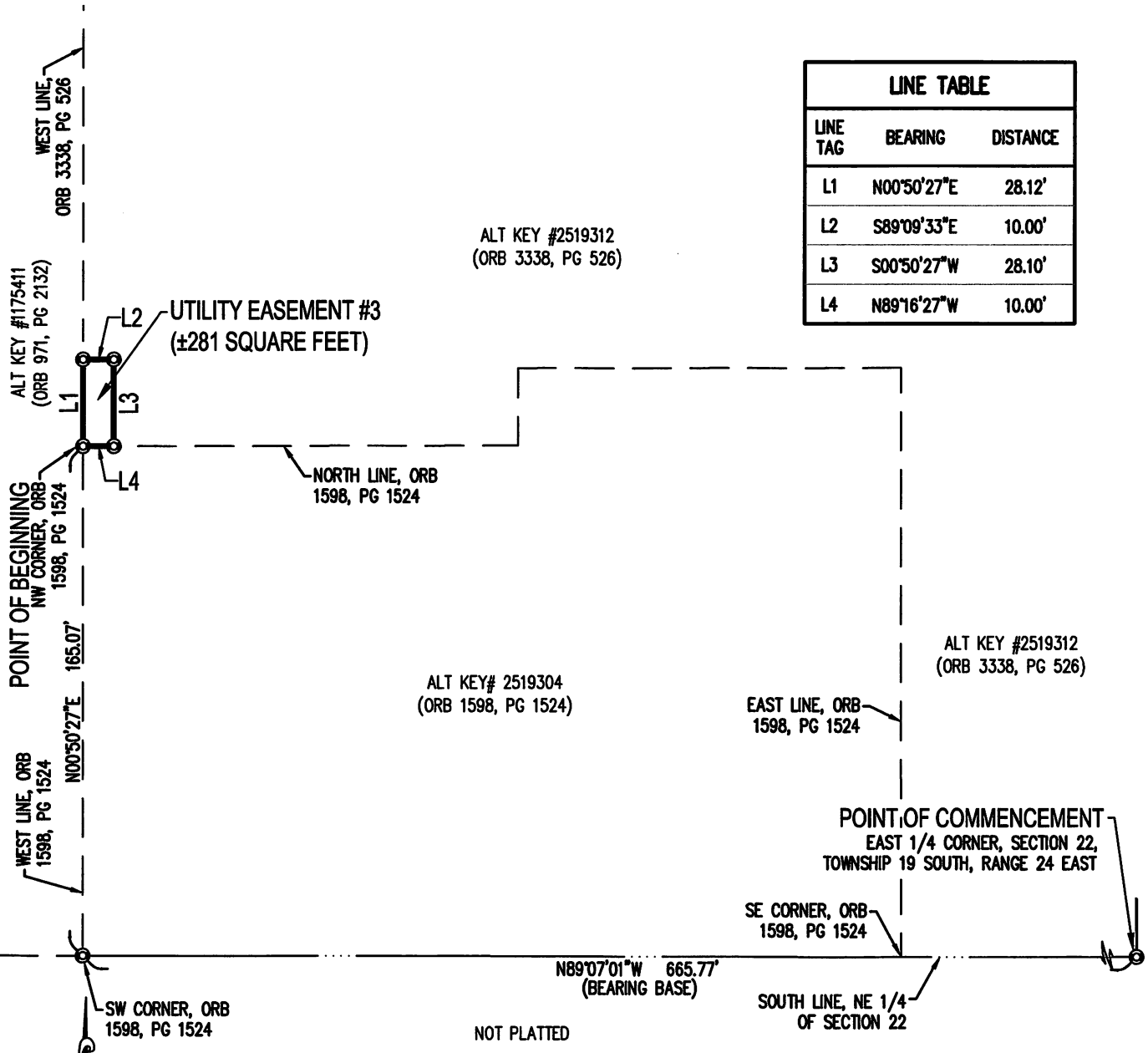
CFB | CLYMER
FARNER
BARLEY
SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 745-3126 LBB498

DRAWING MADE BY: SURVEY NEW SURVEYING, LLC - VILLAGE PROPERTIES 10-24 SECTION 22 GATEWAY PLAZA LESSOR'S 10-24 SECTION 22 GATEWAY PLAZA EASEMENT. SKECHES: GATEWAY PLAZA EASEMENT. LONG: 02 05 X 11 2/17/2025 4:16 AM BY: JHALLUX

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 02 OF 02

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N00°50'27"E	28.12'
L2	S89°09'33"E	10.00'
L3	S00°50'27"W	28.10'
L4	N89°16'27"W	10.00'



LEGEND:

- ALT KEY = ALTERNATE KEY
- L# = REFERENCE TO LINE TABLE
- C# = REFERENCE TO CURVE TABLE
- LB = LICENSED BUSINESS
- LS = LAND SURVEYOR
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- ⊕ = CHANGE IN DIRECTION
- = LINE BREAK

REVISED EASEMENT CONFIGURATION: 02/17/2025 BY: JDH

JOB S01023.04060

SEE SHEET 2 FOR SKETCH



CFB | CLYMER
FARNER
BARLEY
SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 745-3125 LBN408

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: April 14, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement affecting the property described therein from Silver Lake Commons, LLC, joined by United Community Bank; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution accepting a Utility Easement from Silver Lake Commons, LLC, and Joinder and Consent to Utility Easement from United Community Bank.

Analysis:

Silver Lake Commons, LLC is granting a Utility Easement to the City of Leesburg, Florida on the property described in the document. The property owner's lender has signed a joinder and consent to the utility easement.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT AFFECTING THE
PROPERTY DESCRIBED THEREIN FROM SILVER LAKE COMMONS, LLC,
JOINED BY UNITED COMMUNITY BANK; AND PROVIDING AN
EFFECTIVE DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Silver Lake Commons, LLC, joined by United Community Bank, is hereby accepted.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 14th day of April 2025.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") is hereby granted this 4 day of March, 2025 by **SILVER LAKE COMMONS, LLC**, a Florida limited liability company, whose mailing address is 3408 S. Orange Avenue, Suite B, Orlando, Florida 32806 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE THE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

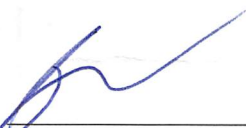
GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, as specifically described and depicted in Exhibit "A" attached hereto, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

GRANTOR:

SILVER LAKE COMMONS, LLC, a Florida limited liability company



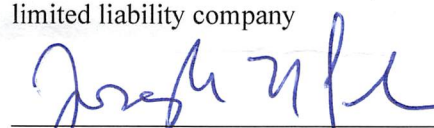
Signature

Drew Schuler

Printed Name

3708 S. Orange Ave, Orlando, 32806

Address



Joseph N. Schuemann, Manager



Signature

Jeremy Edwards

Printed Name

3708 S. Orange Ave, Orlando, 32806

Address

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4 day of March, 2025, by Joseph N. Schuemann as Manager of SILVER LAKE COMMONS, LLC, a Florida limited liability company, on behalf of the company who is ☒ personally known to me or ☐ who produced the following identification:



Notary Public Signature

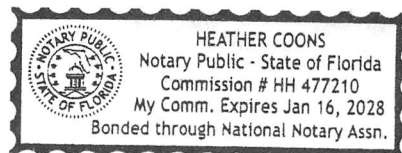
Heather Coons

Notary Public Name

My Commission Number:

My Expiration Date:

(seal)



JOINDER AND CONSENT TO UTILITY EASEMENT

UNITED COMMUNITY BANK, with offices at 450 South Orange Avenue, Orlando, FL 32806, hereby certifies that it is the owner and holder of certain mortgages, liens, or other encumbrances upon the property shown and described on Exhibit "A" attached hereto, located in Leesburg, Lake County, Florida, and hereby joins and consents to the Utility Easement between **SILVER LAKE COMMONS, LLC**, a Florida limited liability company, and the **CITY OF LEESBURG**; and agrees that its interest in the property by virtue of the Mortgage Security Agreement, Financing Statement and Assignment of Rents dated January 30, 2025, and recorded on February 12, 2025, in Official Records Book 6474, Page 2211, Public Records of Lake County, Florida and the Assignment of Rents, Leases, Profits and Contracts dated January 30, 2025 and recorded on February 12, 2025 in Official Records Book 6474, Page 2228, Public Records of Lake County, Florida, shall be subordinated to said Utility Easement.

Signed and sealed in the presence of:


Printed Name: Tom DuChene
Address: 450 South Orange Ave. Suite 1200

UNITED COMMUNITY BANK

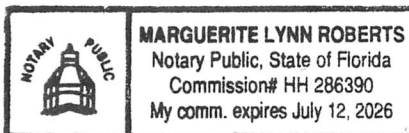
By: 
Print Name: Luis Garcia
Title: SVP

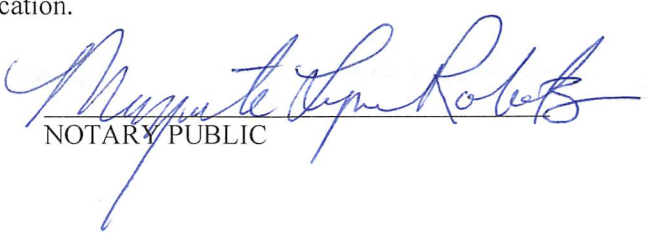

Printed Name: Susan Pardo
Address: 450 South Orange Ave. Suite 1200

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4 day of March, 2025, by Luis Garcia, as Senior Vice President of United Community Bank, on behalf of the bank, who is ☒ personally known or produced _____ as identification.

(Seal)




NOTARY PUBLIC

Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Electric (Transformer) Easement 2

DESCRIPTION

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S00°22'16"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF COLLEGE DRIVE, AS DESCRIBED IN 85 FOOT ROADWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1466, PAGE 1138, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 691.73 FEET; THENCE S18°51'48"W ALONG SAID WEST RIGHT-OF-WAY LINE OF COLLEGE DRIVE, A DISTANCE OF 245.97 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 500 (U.S. HIGHWAY 441) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 11010-2568; THENCE N71°09'27"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 656.33 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N71°09'27"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.41 FEET TO THE SOUTHWEST CORNER OF PARCEL "B" AS DESCRIBED IN OFFICIAL RECORDS BOOK 6329, PAGE 236, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N35°02'34"E ALONG THE WEST LINE OF SAID PARCEL "B", A DISTANCE OF 297.43 FEET; THENCE S71°09'27"E A DISTANCE OF 125.17 FEET; THENCE S18°50'33"W A DISTANCE OF 39.56 FEET; THENCE N71°09'27"W A DISTANCE OF 20.00 FEET; THENCE N18°50'33"E A DISTANCE OF 29.56 FEET; THENCE N71°09'27"W A DISTANCE OF 97.66 FEET; THENCE S35°02'34"W A DISTANCE OF 287.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,728 SQUARE FEET, MORE OR LESS.

SURVEY NOTES

1. This is not a Boundary Survey.
2. Prepared For: BluRock Commercial Real Estate, LLC
3. Property Address: Intersection of State Road #500 (US 441) & College Drive, Leesburg, Lake County, Florida 34749.
4. Bearing structure is assumed and based on the East line of the Northeast 1/4 of Section 22, Township 19 South, Range 25 East, being S00°22'16"W.
5. See sheet 2 of 2 for Sketch.

REVISIONS

1		5	
2		6	
3		7	
4		8	

JOB #2025-02-13-02
SURVEY DATE: 2/15/25
SCALE: 1" = 100'
DRAWN BY: AD
CHECKED BY: TWR

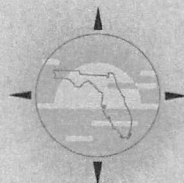
SHEET
1 OF 2

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Digitally signed by
Terrence W Rutter
Date: 2025.02.21
16:30:41 -05'00'

TERRENCE W. RUTTER, JR., PSM 7371

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE ELECTRONIC SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.



SUNSTATE SURVEYING

4751 Sturbridge Cir
Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

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Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Electric (Transformer) Easement 2

LEGEND

CL - CENTERLINE
 ORB - OFFICIAL RECORDS BOOK
 POC - POINT OF COMMENCEMENT
 POB - POINT OF BEGINNING
 PG - PAGE
 R/W - RIGHT-OF-WAY

Alternate Key 1507103
 ORB 874, PG 2300
 NOT PLATTED



W. LINE, PARCEL "B"
 ORB 6329, PG 236

Alternate Keys 3952575 & 3952576
 PARCEL "A" & PARCEL "B"
 PER ORB 6329, PG 236
 NOT PLATTED

LINE CHART

L1	N71°09'27"W	10.41'
L2	S71°09'27"E	125.17'
L3	S18°50'33"W	39.56'
L4	N71°09'27"W	20.00'
L5	N18°50'33"E	29.56'
L6	N71°09'27"W	97.66'

N35°02'34"E 297.43'
 S35°02'34"W 287.01'

POB

L1

SW CORNER,
 PARCEL "B"
 ORB 6329, PG 236

132'

N71°09'27"W 656.33'

NORTHERLY R/W LINE

POC
 N. 1/4 CORNER,
 SECTION 22-19-25

E. LINE, NE 1/4,
 SECTION 22-19-25
 (BEARING BASIS)

COLLEGE DRIVE
 (85' ROADWAY EASEMENT
 PER ORB 1466, PG 1138)

COLLEGE DRIVE
 (85' ROADWAY EASEMENT
 PER ORB 1466, PG 1138)

STATE ROAD NO. 500 (U.S. HIGHWAY 441) (214' R/W)
 STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP
 SECTION NO. 11010-2568



SUNSTATE SURVEYING

4751 Sturbridge Cir
 Orlando, Florida 32812
 www.sunstatesurveying.com
 Terrence@sunstatesurveying.com
 Phone: 407-928-8252
 COPYRIGHT © 2023 - 2025, SUNSTATE SURVEYING

JOB #2025-02-13-02
 SURVEY DATE: 2/15/25
 SCALE: 1" = 100'
 DRAWN BY: AD
 CHECKED BY: TWR

SHEET
 2 OF 2

Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Electric (Transformer) Easement

DESCRIPTION

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S00°22'16"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF COLLEGE DRIVE, AS DESCRIBED IN 85 FOOT ROADWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1466, PAGE 1138, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 597.34 FEET; FOR A POINT OF BEGINNING; THENCE CONTINUE S00°22'16"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.54 FEET; THENCE N71°09'27"W A DISTANCE OF 93.73 FEET; THENCE N19°12'50"E A DISTANCE OF 20.00 FEET; THENCE S71°09'27"E A DISTANCE OF 20.00 FEET; THENCE S19°12'50"W A DISTANCE OF 10.00 FEET; THENCE S71°09'27"E A DISTANCE OF 70.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,120 SQUARE FEET, MORE OR LESS.

SURVEY NOTES

1. This is not a Boundary Survey.
2. Prepared For: BluRock Commercial Real Estate, LLC
3. Property Address: Intersection of State Road #500 (US 441) & College Drive, Leesburg, Lake County, Florida 34749.
4. Bearing structure is assumed and based on the East line of the Northeast 1/4 of Section 22, Township 19 South, Range 25 East, being S00°22'16"W.
5. See sheet 2 of 2 for Sketch.

REVISIONS

1		5	
2		6	
3		7	
4		8	

JOB #2025-02-13-02
SURVEY DATE: 2/15/25
SCALE: 1" = 100'
DRAWN BY: AD
CHECKED BY: TWR

SHEET
1 OF 2

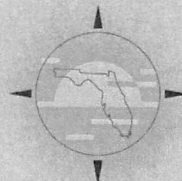
THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



Digitally signed by
Terrence W Rutter
Date: 2025.02.20
19:06:56 -05'00'

TERRENCE W. RUTTER, JR., PSM 7371

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Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

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Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Electric (Transformer) Easement

LEGEND

CL - CENTERLINE
ORB - OFFICIAL RECORDS BOOK
POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
PG - PAGE
R/W - RIGHT-OF-WAY

Alternate Key 1507103
ORB 874, PG 2300
NOT PLATTED



LINE CHART

L1 S00°22'16"W 10.54'
L2 N71°09'27"W 93.73'
L3 N19°12'50"E 20.00'
L4 S71°09'27"E 20.00'
L5 S19°12'50"W 10.00'
L6 S71°09'27"E 70.33'

Alternate Keys 3952575 & 3952576
PARCEL "A" & PARCEL "B"
PER ORB 6329, PG 236
NOT PLATTED

POC
N. 1/4 CORNER,
SECTION 22-19-25

E. LINE, NE 1/4,
SECTION 22-19-25
(BEARING BASIS)

COLLEGE DRIVE
(85' ROADWAY EASEMENT)
PER ORB 1466, PG 1138

W. R/W LINE
COLLEGE DRIVE
(85' ROADWAY EASEMENT)
PER ORB 1466, PG 1138

NORTHERLY R/W LINE

132'

STATE ROAD NO. 500 (U.S. HIGHWAY 441) (214' R/W)
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP
SECTION NO. 11010-2568



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JOB #2025-02-13-02
SURVEY DATE: 2/15/25
SCALE: 1" = 100'
DRAWN BY: AD
CHECKED BY: TWR

SHEET
2 OF 2

Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Lift Station Easement

DESCRIPTION

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S00°22'16"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF COLLEGE DRIVE, AS DESCRIBED IN 85 FOOT ROADWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1466, PAGE 1138, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 569.59 FEET; FOR A POINT OF BEGINNING; THENCE CONTINUE S00°22'16"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE N89°37'44"W A DISTANCE OF 23.00 FEET; THENCE N00°22'16"E A DISTANCE OF 15.00 FEET; THENCE S89°37'44"E A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 345 SQUARE FEET, MORE OR LESS.

SURVEY NOTES

1. This is not a Boundary Survey.
2. Prepared For: BluRock Commercial Real Estate, LLC
3. Property Address: Intersection of State Road #500 (US 441) & College Drive, Leesburg, Lake County, Florida 34749.
4. Bearing structure is assumed and based on the East line of the Northeast 1/4 of Section 22, Township 19 South, Range 25 East, being S00°22'16"W.
5. See sheet 2 of 2 for Sketch.

REVISIONS

1		5	
2		6	
3		7	
4		8	

JOB #2025-02-13-02
SURVEY DATE: 2/15/25
SCALE: 1" = 100'
DRAWN BY: AD
CHECKED BY: TWR

SHEET
1 OF 2

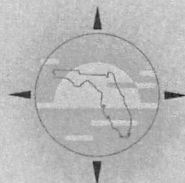
THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



Digitally signed by
Terrence W Rutter
Date: 2025.02.20
19:07:18 -05'00'

TERRENCE W. RUTTER, JR., PSM 7371

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Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Lift Station Easement

LEGEND

℄ - CENTERLINE
ORB - OFFICIAL RECORDS BOOK
POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
PG - PAGE
R/W - RIGHT-OF-WAY

Alternate Key 1507103
ORB 874, PG 2300
NOT PLATTED



POC
N. 1/4 CORNER,
SECTION 22-19-25

E. LINE, NE 1/4,
SECTION 22-19-25
(BEARING BASIS)

LINE CHART

L1 S00°22'16"W 15.00'
L2 N89°37'44"W 23.00'
L3 N00°22'16"E 15.00'
L4 S89°37'44"E 23.00'

Alternate Keys 3952575 & 3952576
PARCEL "A" & PARCEL "B"
PER ORB 6329, PG 236
NOT PLATTED

W. R/W LINE
(85' ROADWAY EASEMENT
PER ORB 1466, PG 1138)
COLLEGE DRIVE

POB

W. R/W LINE
(85' ROADWAY EASEMENT
PER ORB 1466, PG 1138)
COLLEGE DRIVE

NORTHERLY R/W LINE

132'

STATE ROAD NO. 500 (U.S. HIGHWAY 441) (214' R/W)
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP
SECTION NO. 11010-2568



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SURVEY DATE: 2/15/25
SCALE: 1" = 100'
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CHECKED BY: TWR

SHEET
2 OF 2

Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Utility Easement

DESCRIPTION

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S00°22'16"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF COLLEGE DRIVE, AS DESCRIBED IN 85 FOOT ROADWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1466, PAGE 1138, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 691.73 FEET; THENCE S18°51'48"W ALONG SAID WEST RIGHT-OF-WAY LINE OF COLLEGE DRIVE, A DISTANCE OF 230.97 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S18°51'48"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 500 (U.S. HIGHWAY 441) PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 11010-2568; THENCE N71°09'27"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 666.75 FEET; THENCE N35°02'34"E A DISTANCE OF 10.41 FEET; THENCE S71°09'27"E A DISTANCE OF 633.85 FEET; THENCE N18°50'33"E A DISTANCE OF 5.00 FEET; THENCE S71°09'27"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,801 SQUARE FEET, MORE OR LESS.

SURVEY NOTES

1. This is not a Boundary Survey.
2. Prepared For: BluRock Commercial Real Estate, LLC
3. Property Address: Intersection of State Road #500 (US 441) & College Drive, Leesburg, Lake County, Florida 34749.
4. Bearing structure is assumed and based on the East line of the Northeast 1/4 of Section 22, Township 19 South, Range 25 East, being S00°22'16"W.
5. See sheet 2 of 2 for Sketch.

REVISIONS

1		5	
2		6	
3		7	
4		8	

JOB #2025-02-13-02
SURVEY DATE: 2/15/25
SCALE: 1" = 100'
DRAWN BY: AD
CHECKED BY: TWR

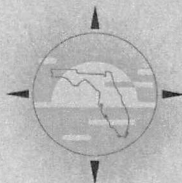
SHEET
1 OF 2

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Digitally signed by
Terrence W Rutter
Date: 2025.02.20
19:07:41 -05'00'

TERRENCE W. RUTTER, JR., PSM 7371

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Sketch of Description

Lying in Section 22, Township 19 South, Range 25
East, City of Leesburg, Lake County, Florida
Utility Easement

LEGEND

CL - CENTERLINE
ORB - OFFICIAL RECORDS BOOK
POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
PG - PAGE
R/W - RIGHT-OF-WAY

Alternate Key 1507103
ORB 874, PG 2300
NOT PLATTED



Alternate Keys 3952575 & 3952576
PARCEL "A" & PARCEL "B"
PER ORB 6329, PG 236
NOT PLATTED

POC
N. 1/4 CORNER,
SECTION 22-19-25

E. LINE, NE 1/4,
SECTION 22-19-25
(BEARING BASIS)

COLLEGE DRIVE
(85' ROADWAY EASEMENT
PER ORB 1466, PG 1138)

COLLEGE DRIVE
(85' ROADWAY EASEMENT
PER ORB 1466, PG 1138)

S71°09'27"E 633.85'

N71°09'27"W 666.75'

LINE CHART

L1 S18°51'48"W 15.00'
L2 N35°02'34"E 10.41'
L3 N18°50'33"E 5.00'
L4 S71°09'27"E 30.00'

NORTHERLY R/W LINE

STATE ROAD NO. 500 (U.S. HIGHWAY 441) (214' R/W)
STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP
SECTION NO. 11010-2568



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JOB #2025-02-13-02
SURVEY DATE: 2/15/25
SCALE: 1" = 100'
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CHECKED BY: TWR

SHEET
2 OF 2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: April 14, 2025

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Philip Castleman and Laura J. Castleman for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Philip Castleman and Laura J. Castleman, on the property described therein.

Analysis:

Philip Castleman and Laura J. Castleman is granting a Utility Easement to the City of Leesburg, Florida for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements and related facilities.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

N/A

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM PHILIP CASTLEMAN AND LAURA J. CASTLEMAN FOR
THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE
PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE
DATE.**

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

THAT the Utility Easement granted to the City of Leesburg by Philip Castleman and Laura J. Castleman, for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of April 2025.

Mayor

ATTEST:

City Clerk

Prepared by/return to:
William Grant Watson, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("Easement") on this 14th day of MARCH 2025, is hereby granted by **PHILLIP CASTLEMAN and LAURA J. CASTLEMAN**, husband and wife, whose mailing address is Post Office Box 895299, Leesburg, Florida 34789 ("**GRANTOR**,"), to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE EXHIBIT "A" ATTACHED HERETO

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to

grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

GRANTOR:

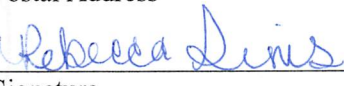


Signature
Carissa Dickson

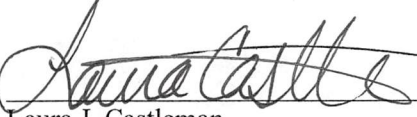


Phillip Castleman

Print
350 E Burleigh Blvd. TAVARES, FL 32778
Postal Address



Signature
Rebecca Sims

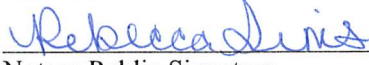


Laura J. Castleman

Printed
350 E Burleigh Blvd TAVARES, FL 32778
Postal Address

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of March, 2025, by Phillip Castleman and Laura J. Castleman, as husband and wife, who are ☐ personally known to me or ☒ who produced the following identification: FL drivers licenses.



Notary Public Signature
Rebecca Sims

Notary Public Name

My Commission Number: HH 434971
My Expiration Date: Aug. 17, 2027

(seal)

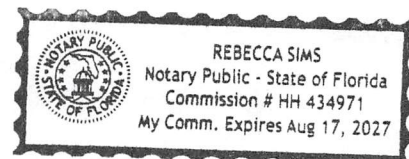


EXHIBIT "A"
(Sketch and Description)

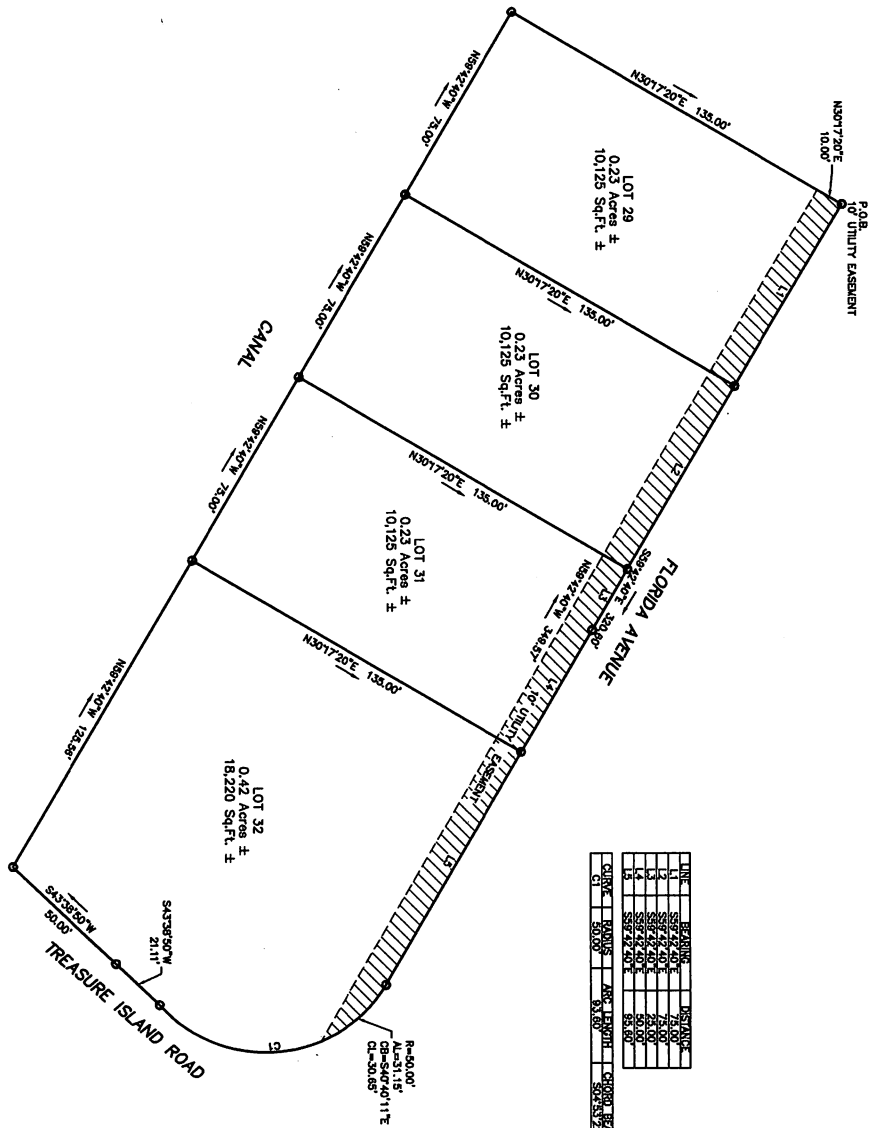
BEGINNING at the Northwesterly corner of Lot 29, Treasure Island Shores First Addition, according to the plat thereof as recorded in Plat Book, 12 Page, 95, Public Records of Lake County, Florida; thence running along the Northerly lines of Lots 29,30,31 and 32 of said subdivision S59°42'40"E for a distance of 320.60 feet to a point; thence running with a non radial curve to the right with a chord bearing and distance of S40°40'11"E, 30.65' (R=50.00', AL=31.15') to a point; thence running N59°42'40"W for a distance of 349.57 feet to a point; thence running N30°17'20"E for distance of 10.00 feet to the Point of Beginning.

BEGINNING at the Northwestern corner of Lot 29, Treasure Island Shores Park Addition, according to the plat thereof as recorded in Plat Book 12 Page 58, Public Records of Lake County, Florida; thence running along the Northern boundary of said Lot 29, S 60° 00' E, 122 feet old subdivision SSW 44° 40' E to the NW 1/4 of Section 26, T 29 N, R 17 W, S 89° 00' E, 120 feet; thence curving to the right by double curve of 100 feet radius, S 40° 00' E, 120 feet to the NE 1/4 of said Section 26, S 89° 00' E, 120 feet; thence running S 89° 00' E, 120 feet to a point; thence running N 58° 02' 40" W for a distance of 348.57 feet to a point; thence running N 50° 17' 20" E for a distance of 10.00 feet to the Point of Beginning.

LINE	BEARING	DISTANCE
1	S59°42'40"E	75.00'
2	S59°42'40"E	75.00'
3	S58°42'40"E	25.00'
4	S59°42'40"E	50.00'
5	S59°42'40"E	95.60'

CURVE	RADIUS	ARC LENGTH
C1	50.00'	93.60'

CHORD BEARING	CHORD LENGTH
S04°53'22"E	80.52'



- 1) Beaching based on a plot beaching of NS 00700'00" EW along the east line of Lot.
- 2) Subject to easements and restrictions of Record.
- 3) All of the above captioned property lies within F.I.R.M. Zone "X" and "A₂" according to F.I.R.M. panel No. 12080603306, dated December 18, 2012

Not a Boundary Survey

[illegible]

No.	REVISIONS	Date	REF. PLAT BOOK
1	original 2008	not cal./rev	6208/1489
FREELAND - CLINKSCALES + ASSOCIATES, INC. OF NC Engineers and Land Surveyors 1420 Hendersonville, N.C. 28756 Hendersonville, N.C. 28756 607/934-0000 607/934-0000 fax 1420 Henderson Drive, Unit 201 (943) 608-3850 or 607/934-0000 LA 7064			12/76
			6208/1489
			3687220
			SCA
			PLATY CHIEF
			DRWNN
			DATE
			MARCH 3, 2028
			DWNNON
			F46010

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: April 14, 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 1C; 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 1C, located east of US Highway 27 and North of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in at least 80% of 55 units. A budget adjustment will be made in the amount \$82,655.86.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The developer will place construction funds totaling \$82,655.86 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 1C; 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 1C.

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 14th day of April 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): 30-20-25-0002-000-00500, 30-20-25-0002-000-00700, 30-20-25-0001-000-00403

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Whispering Hills Phase 1C” (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 (55) 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 Eighty Two Thousand Six Hundred and Fifty Five dollars and Eighty Six cents (\$82,655.86). 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: ALAN REISMAN
Title: MAYOR

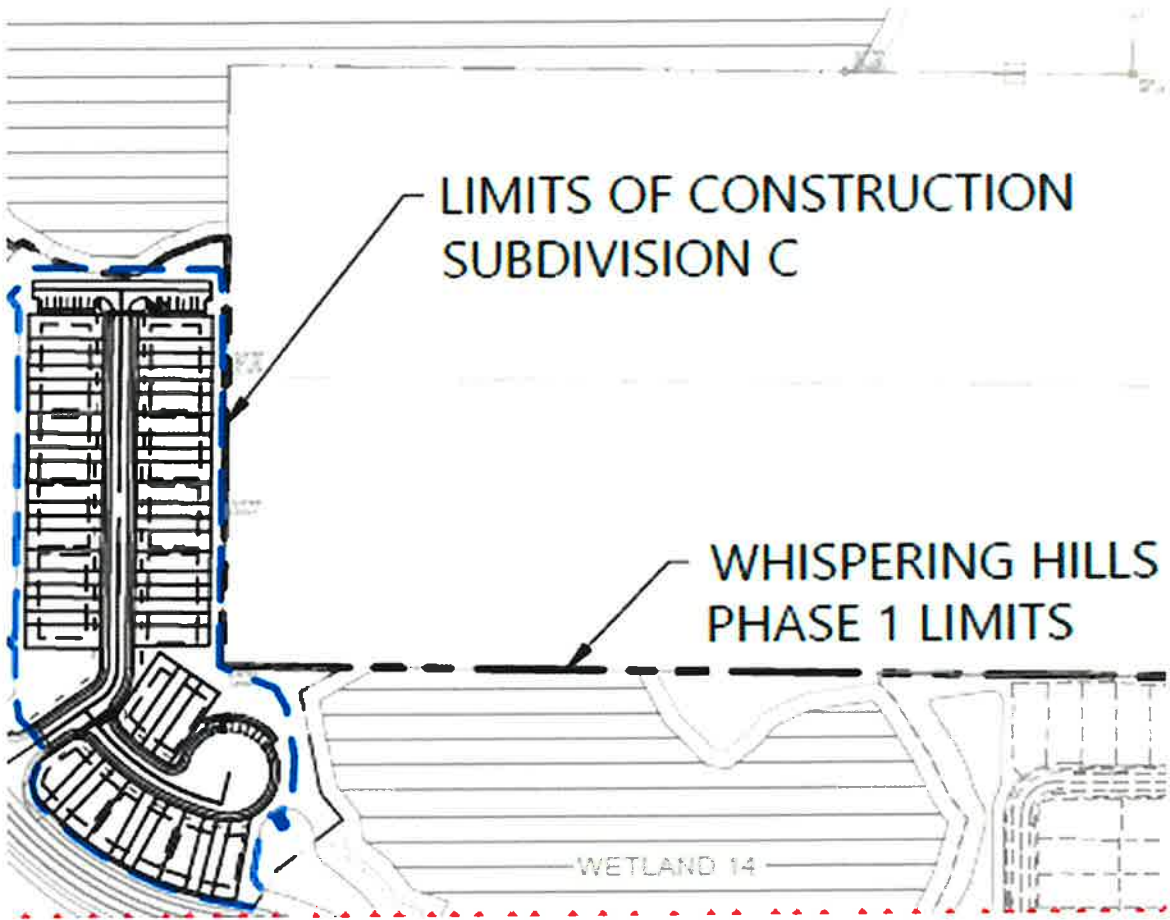
Schedule "A"

PARCEL C

A parcel of land lying and being in Section 30, Township 20 South, Range 25 East, Lake County, Florida; being more particularly described as follows:

Commence at the Northeast corner of U.S. Government Lot 2 in said Section 30; thence N89°04'57"W, along the North boundary thereof, a distance of 1324.99 feet; thence departing said North boundary, S00°40'53"W, a distance of 252.33 feet to the Point of Beginning; thence continue S00°40'53"W, a distance of 627.99 feet; thence S89°02'40"E, a distance of 176.43 feet; thence S59°51'03"W, a distance of 72.44 feet; thence S11°05'49"E, a distance of 151.41 feet; thence S38°48'24"E, a distance of 50.54 feet; thence S52°21'26"W, a distance of 122.50 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 10.00 feet and a Central Angle of 34°28'38"; thence run Southwesterly along the arc of said curve, a distance of 6.02 feet (Chord Bearing = S35°07'06"W, Chord = 5.93 feet) to a Point of Reverse Curve, Concave to the Northwest having a Radius of 70.00 feet and a Central Angle of 24°36'02"; thence Southwesterly along the arc, a distance of 30.06 feet, (Chord Bearing = S30°10'48"W, Chord = 29.82 feet); thence S34°39'11"W, a distance of 27.28 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 565.00 feet and a Central Angle of 03°57'39"; thence run Westerly along the arc of said curve, a distance of 39.06 feet (Chord Bearing = N78°51'55"W, Chord = 39.05 feet) to a Point of Reverse Curve, Concave to the Northeast having a Radius of 485.00 feet and a Central Angle of 36°45'45"; thence Northwesterly along the arc, a distance of 311.19 feet, (Chord Bearing = N62°27'51"W, Chord = 305.88 feet) to a Point of Compound Curve, Concave to the East having a Radius of 49.00 feet and a Central Angle of 99°46'19"; thence Northerly along the arc, a distance of 85.33 feet, (Chord Bearing = N05°48'10"E, Chord = 74.95 feet); thence N55°41'20"E, a distance of 12.45 feet; thence N34°18'40"W, a distance of 50.00 feet; thence S55°41'20"W, a distance of 12.11 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 51.00 feet and a Central Angle of 100°02'19"; thence run Westerly along the Arc of said curve, a distance of 89.05 feet (Chord Bearing = N74°17'31"W, Chord = 78.16 feet) to a Point of Compound Curve, Concave to the East having a Radius of 487.00 feet and a Central Angle of 08°40'01"; thence Northerly along the arc, a distance of 73.67 feet, (Chord Bearing = N19°56'21"W, Chord = 73.60 feet); thence N15°36'20"W, a distance of 2.05 feet; thence N12°33'10"W, a distance of 225.32 feet; thence N15°36'20"W, a distance of 10.51 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 575.00 feet and a Central Angle of 16°21'59"; thence run Northwesterly along the Arc of said curve, a distance of 164.25 feet (Chord Bearing = N23°47'20"W, Chord = 163.69 feet); thence N41°21'09"E, a distance of 320.70 feet; thence S58°28'55"E, a distance of 53.38 feet; thence S72°02'45"E, a distance of 56.31 feet; thence S86°01'35"E, a distance of 70.39 feet; thence N56°20'56"E, a distance of 54.37 feet; thence N69°04'15"E, a distance of 63.35 feet; thence N84°26'00"E, a distance of 26.69 feet to the Point of Beginning.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: April 14, 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 1D; 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 1D, located east of US Highway 27 and North of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in at least 80% of 67 units. A budget adjustment will be made in the amount \$175,702.66.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The developer will place construction funds totaling \$175,702.66 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 1D; 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 1D.

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 14th day of April 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): 30-20-25-0001-000-00403, 30-20-25-0003-000-00800, 30-20-25-0001-000-01100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Whispering Hills Phase 1D" (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 (67) 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 Seventy Five Thousand Seven Hundred and Two dollars and Sixty Six cents (\$175,702.66). 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: SEAN MARJAN
Title: MANAGER

Schedule "A"

PARCEL D

A parcel of land lying and being in Section 30, Township 20 South, Range 25 East, Lake County, Florida; being more particularly described as follows:

Commence at the Northeast corner of U.S. Government Lot 2 in said Section 30; thence S00°38'20"W, along the East boundary thereof, a distance of 881.20 feet to the Point of Beginning; thence departing said East line, S89°02'40"E, a distance of 292.89 feet; thence S00°47'05"W, a distance of 399.46 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 100.00 feet and a Central Angle of 11°27'36"; thence run Southerly along the Arc of said curve, a distance of 20.00 feet (Chord Bearing = S04°56'43"E, Chord = 19.97 feet); thence S11°51'54"E, a distance of 4.15 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 47.14 feet and a Central Angle of 85°49'38"; thence run Southwesterly along the arc of said curve, a distance of 70.62 feet (Chord Bearing = S33°57'37"W, Chord = 64.20 feet); thence S76°56'43"W, a distance of 68.78 feet; thence S13°03'15"E, a distance of 49.99 feet; thence N76°57'03"E, a distance of 139.03 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 308.39 feet and a Central Angle of 00°23'35"; thence run Easterly along the arc of said curve, a distance of 2.12 feet (Chord Bearing = N77°21'10"E, Chord = 2.12 feet); thence S00°47'05"W, a distance of 519.23 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 20.00 feet and a Central Angle of 83°38'44"; thence run Easterly along the arc of said curve, a distance of 29.20 feet (Chord Bearing = S69°26'03"E, Chord = 26.67 feet); thence S16°13'31"W, a distance of 34.70 feet; thence S08°40'48"W, a distance of 23.62 feet; thence S10°45'29"W, a distance of 77.33 feet; thence S04°42'04"E, a distance of 35.79 feet; thence S13°20'42"E, a distance of 14.08 feet; thence S32°27'18"E, a distance of 8.05 feet; thence S78°30'57"W, a distance of 438.65 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 740.00 feet and a Central Angle of 11°50'45"; thence run Northerly along the arc of said curve, a distance of 152.99 feet (Chord Bearing = N17°24'07"W, Chord = 152.72 feet); thence N00°48'43"E, a distance of 44.72 feet; thence N36°35'16"W, a distance of 72.59 feet; thence N32°38'47"W, a distance of 50.00 feet; thence N27°50'43"W, a distance of 70.98 feet; thence N11°09'01"W, a distance of 87.09 feet; thence N00°06'39"E, a distance of 50.00 feet; thence N00°47'05"E, a distance of 50.00 feet; thence N09°41'51"W, a distance of 45.67 feet; thence N13°03'17"W, a distance of 80.00 feet; thence N11°42'57"W, a distance of 58.38 feet; thence N08°18'21"W, a distance of 60.00 feet; thence S81°41'48"W, a distance of 10.84 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 200.03 feet and a Central Angle of 59°54'06"; thence run Southwesterly along the arc of said curve, a distance of 209.13 feet (Chord Bearing = S51°44'25"W, Chord = 199.74 feet); thence S21°47'02"W, a distance of 75.57 feet; thence N68°12'58"W, a distance of 50.00 feet; thence N21°47'02"E, a distance of 75.57 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 250.00 feet and a Central Angle of 16°07'09"; thence run Northeasterly along the Arc of said curve, a distance of 70.33 feet (Chord Bearing = N29°50'37"E, Chord = 70.10 feet); thence N52°05'49"W, a distance of 8.42 feet; thence N30°47'12"E, a distance of 29.02 feet; thence N15°09'33"E, a distance of 54.83 feet; thence N05°08'20"W, a distance of 44.36 feet; thence N26°40'41"E, a distance of 27.91 feet; thence N52°39'57"E, a distance of 62.52 feet; thence S36°41'25"E, a distance of 67.33 feet; thence N56°06'39"E, a distance of 68.01 feet; thence N16°29'53"E, a distance of 59.67 feet; thence N27°19'31"E, a distance of 63.72 feet; thence N16°29'57"E, a distance of 91.82 feet; thence N36°30'43"W, a distance of 47.18 feet; thence N24°24'27"W, a distance of 59.40 feet; thence N32°12'00"W, a distance of 101.57 feet; thence N42°30'35"W, a distance of 31.82 feet; thence N03°33'04"W, a distance of 14.77 feet; thence S89°02'40"E, a distance of 362.65 feet to the Point of Beginning.

Containing 749,828 square feet or 17.21 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: April 14, 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 1E; 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 1E, located east of US Highway 27 and North of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in at least 80% of 100 units. A budget adjustment will be made in the amount \$262,162.14.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The developer will place construction funds totaling \$262,162.14 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 1E; 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 1E.

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 14th day of April 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): 30-20-25-0003-0000-0800

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Whispering Hills Phase 1E” (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 (100) 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 Two Hundred Sixty Two Thousand One Hundred and Sixty Two dollars and Fourteen cents (\$262,162.14). 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:

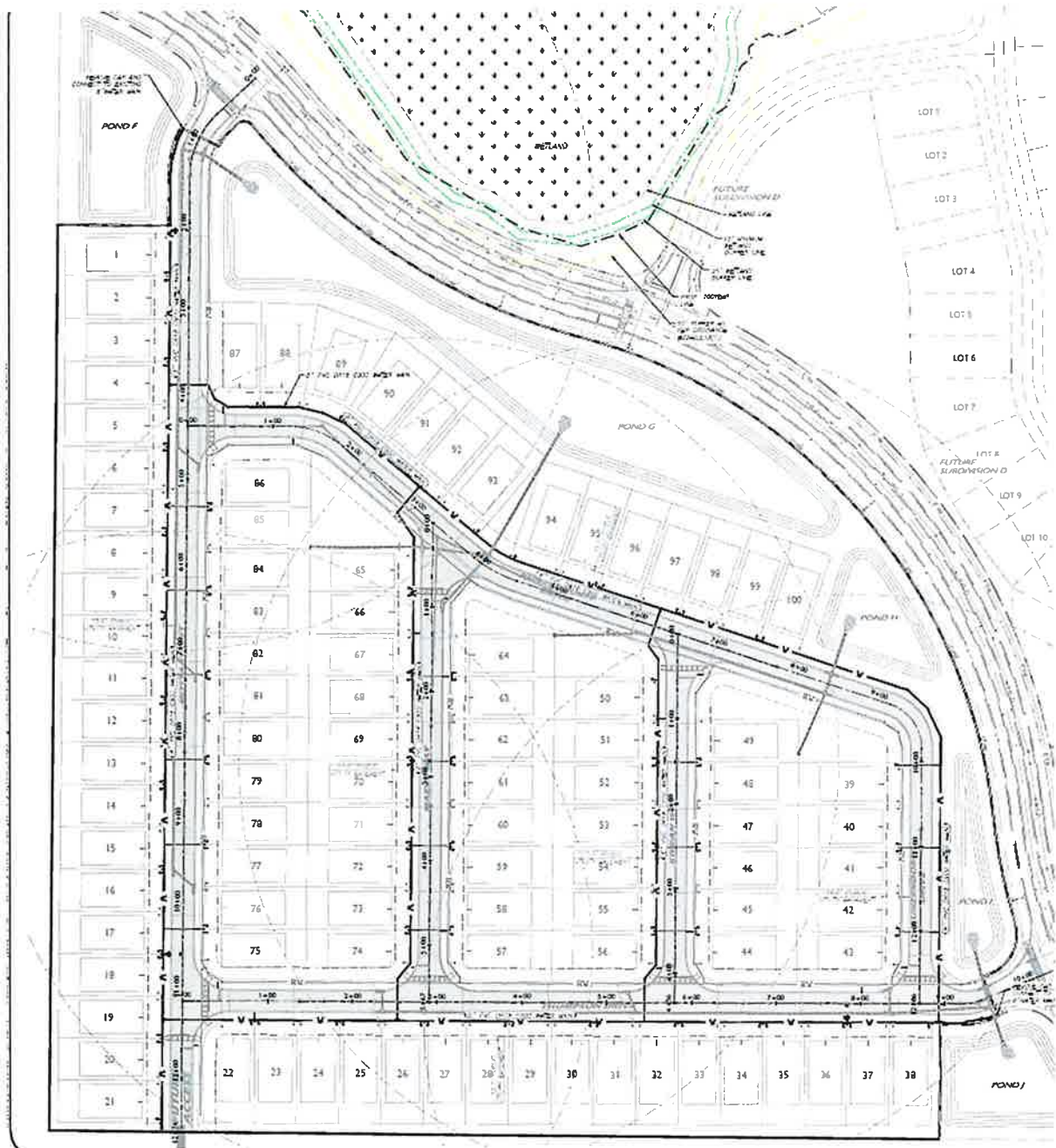
PARCEL E

A parcel of land lying and being in Section 30, Township 20 South, Range 25 East, All of Lake County, Florida; being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 30; thence N89°01'24"W, along the South boundary thereof, a distance of 206.27 feet to the Point of Beginning; thence departing said South boundary, N00°39'34"E, a distance of 135.76 feet; thence S89°20'25"E, a distance of 25.81 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 80.00 feet and a Central Angle of 22°26'50"; thence run Easterly along the Arc of said curve, a distance of 31.34 feet (Chord Bearing = N79°26'10"E, Chord = 31.14 feet); thence N68°12'45"E, a distance of 11.80 feet; thence N21°47'15"W, a distance of 50.00 feet; thence N68°12'45"E, a distance of 11.00 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 49.00 feet and a Central Angle of 84°37'06"; thence run Northeasterly along the Arc of said curve, a distance of 72.37 feet (Chord Bearing = N25°54'12"E, Chord = 65.97 feet) to a Point of Reverse Curve, Concave to the East having a Radius of 740.00 feet and a Central Angle of 10°16'07"; thence Northerly along the arc, a distance of 132.62 feet, (Chord Bearing = N11°16'18"W, Chord = 132.45 feet) to a Point of Reverse Curve, Concave to the Southwest having a Radius of 660.00 feet and a Central Angle of 68°54'42"; thence Northwesterly along the arc, a distance of 793.81 feet, (Chord Bearing = N40°35'35"W, Chord = 746.82 feet) to a Point of Reverse Curve, Concave to the Northeast having a Radius of 740.00 feet and a Central Angle of 36°05'55"; thence Northwesterly along the arc, a distance of 466.23 feet, (Chord Bearing = N56°59'59"W, Chord = 458.56 feet) to a Point of Reverse Curve, Concave to the Southwest having a Radius of 485.00 feet and a Central Angle of 00°26'36"; thence Northwesterly along the arc, a distance of 3.75 feet, (Chord Bearing = N39°10'19"W, Chord = 3.75 feet) to a Point of Compound Curve, Concave to the South having a Radius of 12.00 feet and a Central Angle of 94°29'11"; thence Westerly along the arc, a distance of 19.79 feet, (Chord Bearing = N86°38'13"W, Chord = 17.62 feet); thence S46°07'11"W, a distance of 9.57 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 75.00 feet and a Central Angle of 18°56'38"; thence run Southwesterly along the Arc of said curve, a distance of 24.80 feet (Chord Bearing = S36°38'52"W, Chord = 24.68 feet); thence N62°49'26"W, a distance of 50.00 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 125.00 feet and a Central Angle of 26°30'21"; thence run Southerly along the arc of said curve, a distance of 57.83 feet (Chord Bearing = S13°55'23"W, Chord = 57.31 feet); thence S00°39'35"W, a distance of 60.56 feet; thence N89°20'25"W, a distance of 130.00 feet; thence S00°39'35"W, a distance of 1,069.94 feet; thence S89°01'24"E, a distance of 1,050.02 feet to the Point of Beginning.

Containing 1,039,479 square feet or 23.86 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: April 14, 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 1F; 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 1F, located east of US Highway 27 and North of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in at least 80% of 135 units. A budget adjustment will be made in the amount \$316,911.61.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The developer will place construction funds totaling \$316,911.61 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 1F; 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 1F.

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 14th day of April 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): 30-20-25-0001-0000-01100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Whispering Hills Phase 1F” (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 (135) 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 Three Hundred and Sixteen Thousand Nine Hundred and Eleven dollars and Sixty One cents (\$316,911.61). 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

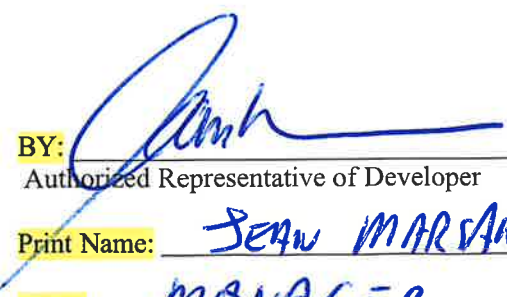
BY: _____
Alan Reisman, Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

BY:  _____
Authorized Representative of Developer
Print Name: SEAN MARSAW
Title: MANAGER

Schedule "A"

LEGAL DESCRIPTION:

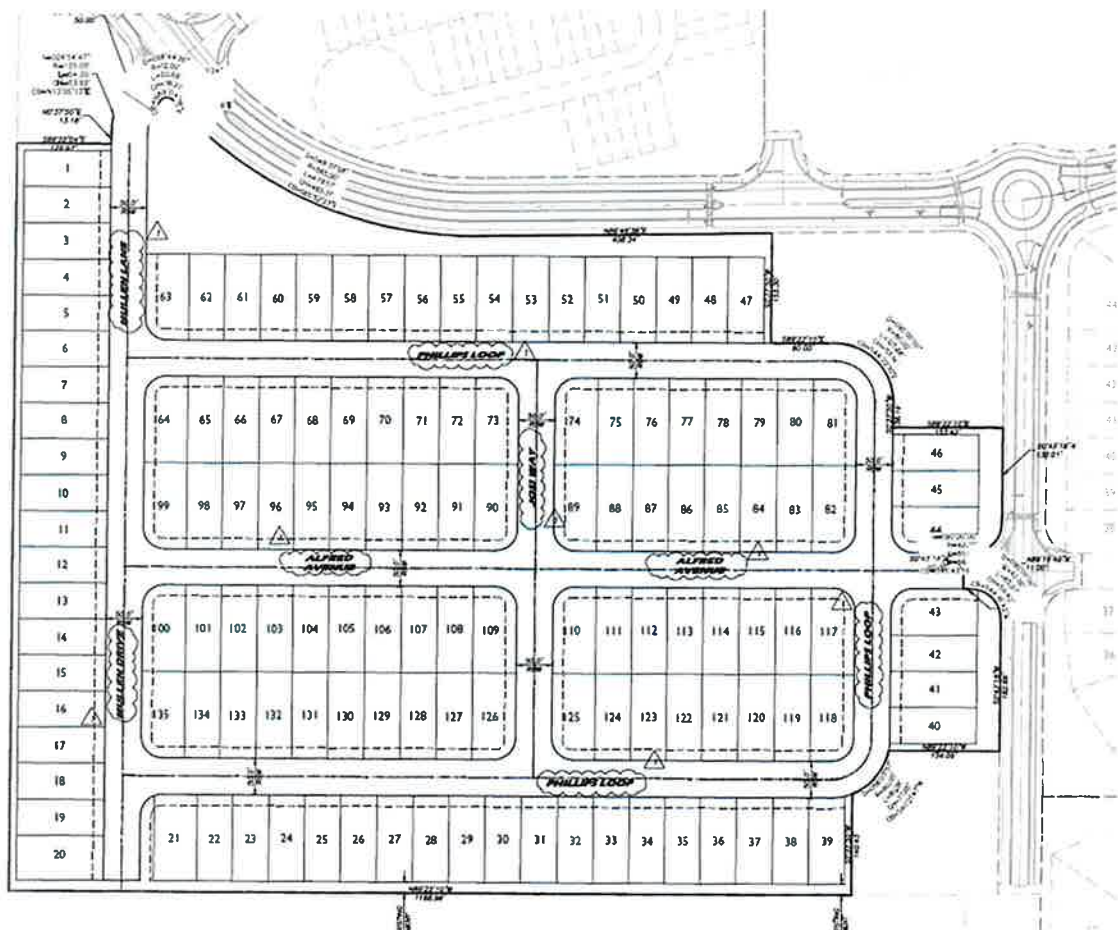
PARCEL F

A parcel of land lying and being in Section 30, Township 20 South, Range 25 East, All of Lake County, Florida; being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of said Section 30; thence S89°22'10"E, along the South boundary thereof, a distance of 1,168.98 feet; thence departing said South boundary, N00°37'50"E, a distance of 140.43 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 80.00 feet and a Central Angle of 58°03'57"; thence run Northeasterly along the arc of said curve, a distance of 81.08 feet (Chord Bearing = N40°21'47"E, Chord = 77.65 feet); thence S89°22'10"E, a distance of 154.09 feet; thence N00°43'18"E, a distance of 182.66 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 42.00 feet and a Central Angle of 90°00'00"; thence run Northwesterly along the Arc of said curve, a distance of 65.97 feet (Chord Bearing = N44°16'42"W, Chord = 59.40 feet); thence N89°16'42"W, a distance of 11.00 feet; thence N00°43'18"E, a distance of 50.00 feet; thence S89°16'42"E, a distance of 11.00 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 42.00 feet and a Central Angle of 90°00'00"; thence run Northeasterly along the Arc of said curve, a distance of 65.97 feet (Chord Bearing = N45°43'18"E, Chord = 59.40 feet); thence N00°43'18"E, a distance of 132.01 feet; thence N89°22'10"W, a distance of 153.42 feet; thence N00°37'50"E, a distance of 36.19 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 80.00 feet and a Central Angle of 90°00'00"; thence run Northwesterly along the Arc of said curve, a distance of 125.66 feet (Chord Bearing = N44°22'10"W, Chord = 113.14 feet); thence N89°22'10"W, a distance of 90.00 feet; thence N00°37'50"E, a distance of 153.30 feet; thence S89°48'38"W, a distance of 408.34 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 565.00 feet and a Central Angle of 48°37'58"; thence run Northwesterly along the Arc of said curve, a distance of 479.57 feet (Chord Bearing = N65°52'23"W, Chord = 465.31 feet) to a Point of Reverse Curve, Concave to the South having a Radius of 12.00 feet and a Central Angle of 98°44'36"; thence Westerly along the arc, a distance of 20.68 feet, (Chord Bearing = S89°04'18"W, Chord = 18.21 feet) to a Point of Compound Curve, Concave to the Southeast having a Radius of 75.00 feet and a Central Angle of 14°09'24"; thence Southwesterly along the arc, a distance of 18.53 feet, (Chord Bearing = S32°37'18"W, Chord = 18.48 feet); thence N64°27'24"W, a distance of 50.00 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 125.00 feet and a Central Angle of 24°54'47"; thence run Southerly along the arc of said curve, a distance of 54.35 feet (Chord Bearing = S13°05'13"W, Chord = 53.92 feet); thence S00°37'50"W, a distance of 13.18 feet; thence N89°22'04"W, a distance of 129.97 feet; thence S00°37'56"W, a distance of 1,037.03 feet to the Point of Beginning.

Containing 1,200,421 square feet or 27.56 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: April 14, 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 1G; 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 1G, located east of US Highway 27 and North of Dewey Robbins Road. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in at least 80% of 103 units. A budget adjustment will be made in the amount \$294,807.05.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The developer will place construction funds totaling \$294,807.05 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 1G; 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 1G.

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 14th day of April 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): 30-20-25-0001-0000-01100

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for “Whispering Hills Phase 1G” (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 (103) 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 Two Hundred and Ninety Four Thousand Eight Hundred and Seven dollars and Five cents (\$294,807.05). 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: SEAN MARSAV
Title: MANAGER

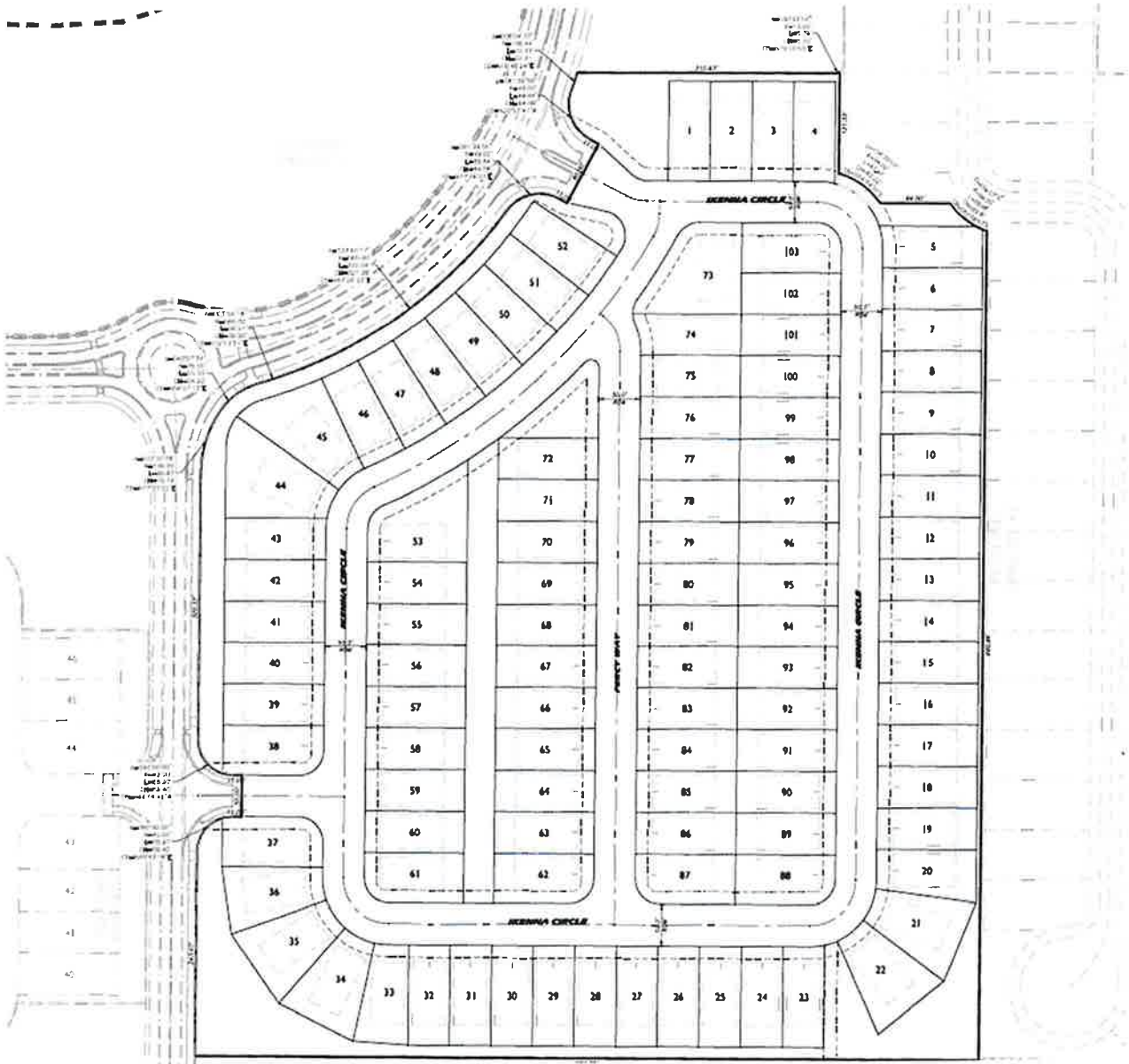
LEGAL DESCRIPTION:PARCEL G

A parcel of land lying and being in Section 30, Township 20 South, Range 25 East, All of Lake County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 30; thence N89°22'10"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 1221.85 feet; thence departing said South boundary, N00°43'18"E, a distance of 138.74 feet to the Point of Beginning; thence S89°16'42"E, a distance of 941.05 feet; thence N00°43'18"E, a distance of 995.96 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 34°07'12"; thence run Northwesternly along the arc of said curve, a distance of 55.98 feet (Chord Bearing = N52°58'57"W, Chord = 55.15 feet); thence N89°16'42"W, a distance of 84.00 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 94.00 feet and a Central Angle of 38°39'03"; thence run Northwesternly along the arc of said curve, a distance of 63.41 feet (Chord Bearing = N54°04'52"W, Chord = 62.22 feet); thence N00°43'18"E, a distance of 121.27 feet to a Point on a Non-Tangent Curve, Concave to the North, having a Radius of 10.00 feet and a Central Angle of 30°18'07"; thence run Westerly along the arc of said curve, a distance of 5.29 feet (Chord Bearing = S75°28'46"W, Chord = 5.23 feet); thence N89°22'10"W, a distance of 310.72 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 565.00 feet and a Central Angle of 02°15'46"; thence run Southerly along the arc of said curve, a distance of 22.31 feet (Chord Bearing = S18°48'24"W, Chord = 22.31 feet) to a Point of Reverse Curve, Concave to the East having a Radius of 49.00 feet and a Central Angle of 81°39'56"; thence Southerly along the arc, a distance of 69.84 feet, (Chord Bearing = S20°53'41"E, Chord = 64.08 feet); thence S61°43'39"E, a distance of 11.00 feet; thence S28°16'21"W, a distance of 80.00 feet; thence N61°43'39"W, a distance of 11.00 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 49.00 feet and a Central Angle of 81°39'56"; thence run Westerly along the Arc of said curve, a distance of 69.84 feet (Chord Bearing = S77°26'23"W, Chord = 64.08 feet) to a Point of Reverse Curve, Concave to the Northwest having a Radius of 565.00 feet and a Central Angle of 37°34'36"; thence Southwesterly along the arc, a distance of 370.55 feet, (Chord Bearing = S55°23'43"W, Chord = 363.94 feet) to a Point of Reverse Curve, Concave to the Southeast having a Radius of 79.00 feet and a Central Angle of 40°07'34"; thence Southwesterly along the arc, a distance of 55.33 feet, (Chord Bearing = S54°07'13"W, Chord = 54.20 feet) to a Point of Compound Curve, Concave to the East having a Radius of 139.00 feet and a Central Angle of 33°20'09"; thence Southerly along the arc, a distance of 80.87 feet, (Chord Bearing = S17°23'22"W, Chord = 79.74 feet); thence S00°43'18"W, a distance of 320.33 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 42.00 feet and a Central Angle of 90°00'00"; thence run Southeasterly along the Arc of said curve, a distance of 65.97 feet (Chord Bearing = S44°16'42"E, Chord = 59.40 feet); thence S89°16'42"E, a distance of 11.00 feet; thence S00°43'18"W, a distance of 50.00 feet; thence N89°16'42"W, a distance of 11.00 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 42.00 feet and a Central Angle of 90°00'00"; thence run Southwesterly along the Arc of said curve, a distance of 65.97 feet (Chord Bearing = S45°43'18"W, Chord = 59.40 feet); thence S00°43'18"W, a distance of 243.97 feet to the Point of Beginning.

Containing 955,399 square feet or 21.93 acres, more or less.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: April 14, 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 a Public Transportation Grant Agreement (PTGA) 456524-1-94-01, between the City of Leesburg and the State of Florida Department of Transportation, for Design and Construction for the Rehabilitation of the Air Traffic Control Tower (ATCT) at 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 ATCT Rehabilitation at 80% funding.

The ATCT, constructed in 2005, is in need of exterior maintenance for continued preservation and defense against the Florida weather. The scope includes, but is not limited to, interior and exterior improvements, building envelope rehabilitation, repairing leaks in the exterior and structure, repainting the exterior, replacing the roof membrane, replacing split system AC units in the tower shaft, and replacing the roof access stairway.

Procurement Analysis:

N/A

Options:

1. Approve and execute PTGA 456524-1-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project has been approved for an FDOT reimbursement grant which will fund 80% of this project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 048-0000-334-4100

WF No. 1633215

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 456524-1-94-01, BETWEEN THE CITY OF LEESBURG AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR DESIGN AND CONSTRUCTION FOR THE REHABILITATION OF THE AIR TRAFFIC CONTROL TOWER (ATCT) AT 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 Florida Department of Transportation, whose address is 719 S Woodland Boulevard, MS 530, Deland, Florida 32720-6834.

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 14th day of April 2025.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *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.
- 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.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****9. Project Cost:**

- a. The estimated total cost of the Project is \$300,000. 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 \$240,000 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 Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
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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.
- 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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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 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

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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 15% 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 and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- 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 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.

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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 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

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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.
 - 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

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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:
 - 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

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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 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

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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.

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.

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- 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. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- 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

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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. 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 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

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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.

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.

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- 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.

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 03/25

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)): Project includes design and construction for the Air Traffic Control Tower (ATCT) exterior building envelope rehabilitation including repairing leaks in exterior façade and structure, and repainting exterior façade. Additionally, the roof access stairway and the split system AC units on three floors in the tower shaft will be replaced.

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, interior and exterior improvements, permitting, construction inspection and material testing costs, mobilization and demobilization, erosion control, demolition, drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), including all materials, equipment, labor, and incidentals required to complete the building rehabilitation project. The Sponsor will comply with Aviation Program Assurances.

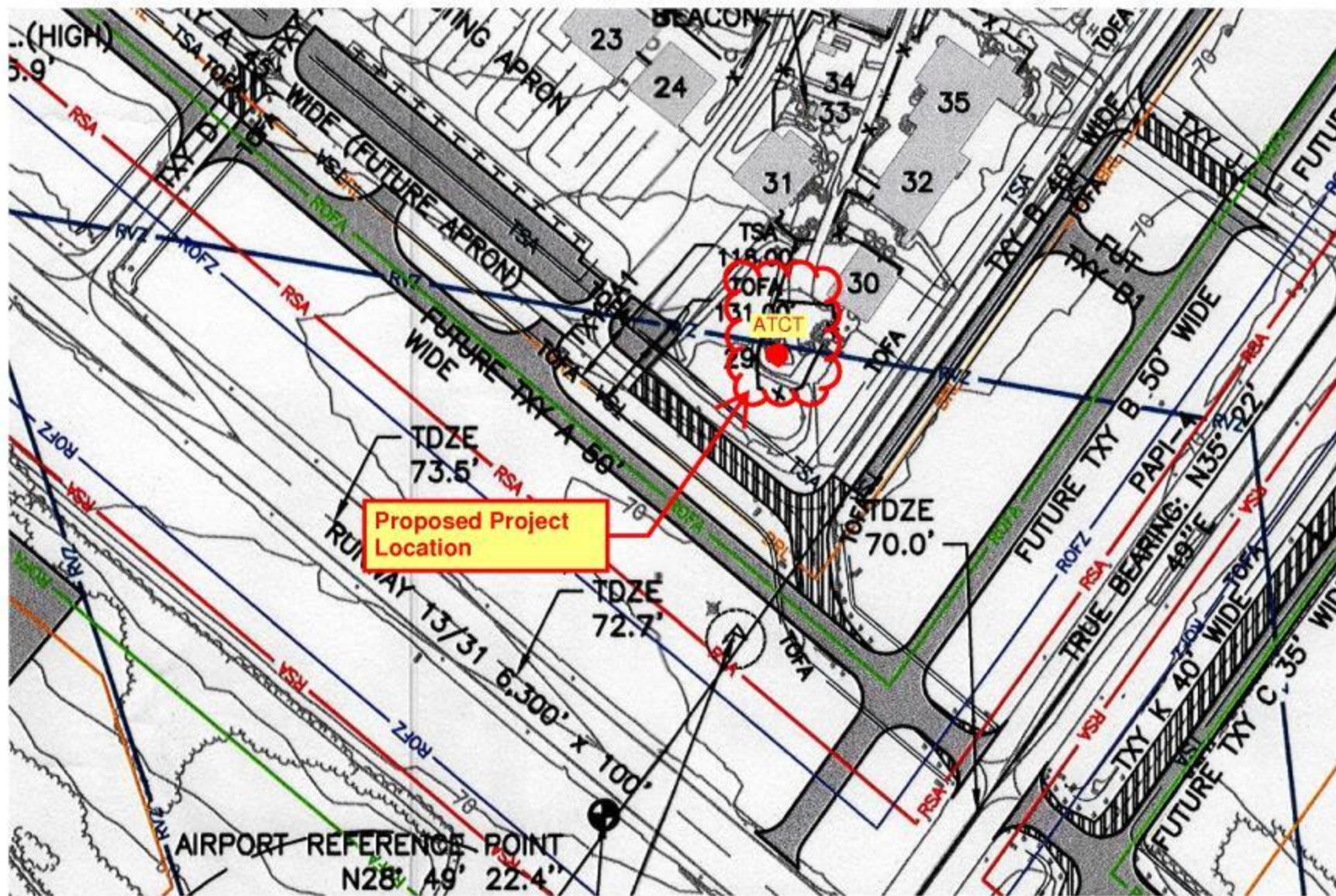
D. Deliverable(s): Final close out documents to be uploaded in JACIP.

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.



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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
456524-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$240,000.00
456524-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$60,000.00
Total Financial Assistance							\$300,000.00

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	\$240,000.00	\$60,000.00	\$0.00	\$300,000.00	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	\$240,000.00	\$60,000.00	\$0.00	\$300,000.00			

*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)	
Common Name/UZA Name (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.

Luciana Taylor

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
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- 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, Luciana 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.

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- 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 Luciana 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

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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,

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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.

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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: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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

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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 -

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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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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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: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$240,000

*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.12.

Meeting Date: April 14, 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 a Task Order with AVCON, Inc. for design, bidding, and construction administration, related to the ATCT Rehabilitation at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of a Task Order with AVCON, Inc., under a continuing services agreement, for an amount not to exceed \$85,500.00.

Analysis:

The ATCT was constructed in 2005. This rehabilitation is necessary to restore the building's exterior to its original condition, as well as to address some life-safety issues inside the tower. AVCON will evaluate and identify needed repairs and improvements, prepare a design criteria package for bidding, and oversee the construction.

Procurement Analysis:

N/A

Options:

1. Approve and execute the AVCON, Inc. Task Order; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is funded by an 80% FDOT State grant and the remaining 20% with Airport operational funds.

Account No.	048-8021-542-3130
WF No.	1633215/1
Requisition	57437
Budget	\$85,500.00
Available	\$85,500.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A TASK ORDER WITH AVCON, INC. FOR DESIGN, BIDDING, AND
CONSTRUCTION ADMINISTRATION, RELATED TO THE ATCT
REHABILITATION 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 an agreement with AVCON, Inc., whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida 32822, for professional and construction administration services.

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 14th day of April 2025.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 14 day of April in the year 2025, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **AVCON, INC.** whose address is 5555 E. Michigan Street, Suite 200, Orlando, FL 32822 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on January 22, 2024, pursuant to resolution 11,769 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing design services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

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

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

Project:
LEESBURG INTERNATIONAL AIRPORT
ATCT REHABILITATION
(DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES)

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$85,500.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation. [*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

AVCON, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney

ATTACHMENT A
SCOPE OF SERVICES



Leesburg International Airport
ATCT Rehabilitation
Design, Bidding, and Construction Phase Services

PROJECT DESCRIPTION:

The Leesburg International Airport (LEE) has identified elements of the Air Traffic Control Tower (ATCT) which are in need of rehabilitation. The building envelope needs to be evaluated, distress areas recognized, and remedies identified. Additionally, life safety and environmental equipment have been identified for replacement. This scope of work will provide a Design Criteria Package to allow contractors to bid on the work elements, assistance during the bidding process, and construction administration.

PROJECT JUSTIFICATION:

The ATCT is more than 20 years old, and the building façade is in need of rehabilitation to eliminate water intrusion. Additionally, the roof access stairway and the split system AC units on three floors in the tower shaft need to be replaced.

TASKS AND COST:

This scope of services includes Design, Bidding, and Construction Phase Services. Total Lump Sum cost of this scope of services is **\$85,500.00**.

SERVICES:

Administration

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's bidding and construction. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract

Documents for the Project, including Plans, Specifications, and an Estimate of Construction Cost. The scope of services will include:

Task 1 – Final Design.

- Prepare design criteria package.
- Prepare general and technical specifications.

Deliverables include electronic copies of Contract Documents at the completion of the Design Phase. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

Bidding Phase

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FAA and FDOT during the bidding process.

Task 2 - Bidding.

- Prepare bid documents for distribution.
- Assist with advertisement.
- Attend and prepare meeting minutes for pre-bid conference.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Deliverables include electronic copies of Bid Documents, and recommendation of award letter uploaded into JACIP.

Construction Phase

Task 3 - Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct bi-weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.

- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR ATCT REHABILITATION
LEESBURG INTERNATIONAL AIRPORT

03/19/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Engineer		Contract Administrator		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 310	Rate/Hour:	\$ 230	Rate/Hour:	\$ 150	Rate/Hour:	\$ 120	Rate/Hour:	\$ 120	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	FINAL DESIGN															
1.1	Grant Administration and Project Coordination		\$ -	2	\$ 460		\$ -		\$ -		\$ -		\$ -	2	\$ 460	\$ -
1.2	Prepare Design Criteria Package		\$ -	2	\$ 460		\$ -		\$ -	4	\$ 480		\$ -	6	\$ 940	\$ 35,080
1.8	QA/QC		\$ -	2	\$ 460	2	\$ 300		\$ -		\$ -		\$ -	4	\$ 760	\$ -
	Subtotal	0	\$ -	6	\$ 1,380	2	\$ 300	0	\$ -	4	\$ 480	0	\$ -	12	\$ 2,160	\$ 35,080
2	BIDDING															
2.1	Grant Administration and Project Coordination		\$ -	2	\$ 460		\$ -		\$ -		\$ -		\$ -	2	\$ 460	\$ -
2.2	Assist with advertisement		\$ -	2	\$ 460		\$ -		\$ -		\$ -		\$ -	2	\$ 460	\$ -
2.3	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 920		\$ -		\$ -		\$ -		\$ -	4	\$ 920	\$ 1,500
2.4	Respond to bidder questions, issue addenda		\$ -	4	\$ 920		\$ -		\$ -		\$ -	4	\$ 320	8	\$ 1,240	\$ 8,580
2.5	Attend bid opening		\$ -	4	\$ 920		\$ -		\$ -		\$ -		\$ -	4	\$ 920	\$ -
2.6	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 920		\$ -		\$ -		\$ -	4	\$ 320	8	\$ 1,240	\$ -
	Subtotal	0	\$ -	20	\$ 4,600	0	\$ -	0	\$ -	0	\$ -	8	\$ 640	28	\$ 5,240	\$ 10,080
3	CONSTRUCTION ADMINISTRATION															
3.1	Grant Administration and Project Coordination		\$ -	2	\$ 460		\$ -		\$ -		\$ -		\$ -	2	\$ 460	\$ -
3.2	Pre-Construction meeting		\$ -	4	\$ 920		\$ -		\$ -	2	\$ 240	2	\$ 160	8	\$ 1,320	\$ 1,500
3.3	Bi-Weekly Construction meetings		\$ -	16	\$ 3,680		\$ -		\$ -	4	\$ 480	4	\$ 320	24	\$ 4,480	\$ 3,000
3.4	Submittal review and approval, RFI resolution		\$ -	4	\$ 920		\$ -		\$ -	8	\$ 960	4	\$ 320	16	\$ 2,200	\$ 12,000
3.5	Play application review and approval		\$ -	4	\$ 920		\$ -		\$ -	4	\$ 480	4	\$ 320	12	\$ 1,720	\$ 1,080
3.6	Final punchwalk, final punchlist, and final inspection		\$ -	4	\$ 920		\$ -		\$ -	2	\$ 240	2	\$ 160	8	\$ 1,320	\$ 2,600
3.7	Project closeout		\$ -	2	\$ 460		\$ -		\$ -	4	\$ 480	4	\$ 320	10	\$ 1,260	\$ -
	Subtotal	0	\$ -	36	\$ 8,280	0	\$ -	0	\$ -	24	\$ 2,880	20	\$ 1,600	80	\$ 12,760	\$ 20,180
	Total	0	\$ -	62	\$ 14,260	2	\$ 300	0	\$ -	28	\$ 3,360	28	\$ 2,240	120	\$ 20,160	\$ 65,340

Total Project Fee	\$ 85,500
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.13.

Meeting Date: April 14, 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 Brightleaf Properties, regarding natural gas service to the development known as Caldwell Estates; 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 Brightleaf Properties, for the development known as Caldwell Estates, located east of Radio Road, west of CR 473 and south of Poe Street. Pursuant to the terms of the Gas Service Agreement owner will utilize natural gas in at least 80% of 135 units. A budget adjustment will be made in the amount \$357,777.89.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The developer will place construction funds totaling \$357,777.89 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
BRIGHTLEAF PROPERTIES, REGARDING NATURAL GAS SERVICE TO
THE DEVELOPMENT KNOWN AS CALDWELL ESTATES; 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 Brightleaf Properties, regarding providing natural gas service to the development known as Caldwell Estates.

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 14th day of April 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 Brightleaf Properties, 1133 Louisiana Avenue #101, Winter Park, Florida 32789 (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): 02-19-25-0003-000-05001, 02-19-25-0003-000-04900, 02-19-25-0003-000-04800, 02-19-25-0003-000-05400

WHEREAS, development of the Property has been authorized in accordance with the master plan on file with the City for "Caldwell Estates" (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 (135) 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 Three Hundred Fifty Seven Thousand Seven Hundred and Seventy Seven dollars and Eighty Nine cents (\$357,777.89). 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: Devin James

Title: Manager

Schedule "A"

PROPERTY DESCRIPTION

LEGAL DESCRIPTION PROVIDED BY: ALLEN & COMPANY

DESCRIPTION:

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

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR CR 473 AND HAINES CREEK ROAD.

AND

THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE SOUTH 25 FEET FOR RIGHT-OF-WAY.

TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN O.R. BOOK 1103, PAGE 1771, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ADDITIONALLY

THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. LESS AND EXCEPT THE PART OF POE STREET LYING WITHIN THE SOUTH 25 FEET GIVEN TO LAKE COUNTY, FLORIDA AND SHOWN ON THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 749, PAGE 346, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 2,139,706 SQUARE FEET OR 49.12 ACRES, MORE OR LESS.

Schedule "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.14.

Meeting Date: April 14, 2025

From: Hosea Goodwyn, Senior Buyer, 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 Professional Services – Design Agreement with Forefront Architecture and Engineering, LLC related to the Leesburg Gas Department Operations Center; and providing an effective date.

Staff Recommendation:

Staff Recommends:

1. Approval of the Recommendation of Award of Request for Qualifications (RFQ) 250603 to Forefront Architecture and Engineering, LLC; and
2. Approval of the resolution authorizing execution of a Professional Services - Design Agreement related to the Leesburg Gas Department Operations Center in the amount of \$127,500.00.

Analysis:

This project consists of the complete design and enhancement of the Knights of Columbus building to transform it into the City's gas operations center.

Procurement Analysis:

The Procurement Division issued Request for Qualifications 250603 on February 4, 2025. On March 6, 2025, the City received five statements of qualifications from various qualified firms. The Evaluation Committee members independently assessed each firm's submission on March 13, 2025, and submitted their rankings to the Commission, requesting approval to begin negotiations with the top-ranked firm. The Commission approved this request during its meeting on March 24, 2025. After negotiations, the Procurement Division recommends awarding the contract to the top-ranked firm, Forefront Architecture and Engineering, LLC. The responding firms and their ranking are listed here:

RANKING	FIRM NAME	SCORE
1	Forefront Architecture and Engineering, LLC	85.67
2	Cape Design Engineering Co.	82.33
3	C&S Engineers, Inc.	81.67
4	GatorSketch Corporation	76.33
5	PQH Group	71.33

Options:

1. Approve award of RFQ 250603 and the Resolution authorizing execution of the Agreement with Forefront Architecture and Engineering, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Account No.	<u>TEXT</u>
Project No.	<u>TEXT</u>
WF No.	<u>TEXT</u>
Requisition	<u>TEXT</u>
Budget	<u>TEXT</u>
Available	<u>TEXT</u>

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
PROFESSIONAL SERVICES – DESIGN AGREEMENT WITH FOREFRONT
ARCHITECTURE AND ENGINEERING, LLC RELATED TO THE 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 Mayor and City Clerk are hereby authorized to execute an agreement with Forefront Architecture and Engineering, LLC, whose address is 1230 Oakley Seaver Drive, Suite 100, Clermont, Florida 34711, for Professional Design Services (RFQ 250603).

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 14th day of April 2025.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

THIS AGREEMENT is made as of the 14th day of April in the year 2025, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **FOREFRONT ARCHITECTURAL & ENGINEERING, LLC**, whose address is 1230 Oakley Seaver Drive, Suite 100, Clermont, Florida 34711 (hereinafter referred to as “PROFESSIONAL”).

WHEREAS, the CITY issued Request for Qualifications (RFQ) 250603 to contract with a qualified professional or firm to provide professional architectural and engineering services for design enhancements and improvements at the Leesburg Gas Department Operations Center;

WHEREAS, the CITY evaluated all responses to RFQ 250603 in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act and FOREFRONT ARCHITECTURAL & ENGINEERING, LLC is one of the top ranked firms among all firms submitting responses;

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

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
 - a. This Agreement; and
 - b. The solicitation and addendums for RFQ 250603; and
 - c. The PROFESSIONAL’s electronic response to RFQ 250603 submitted March 6, 2025; and
 - d. Professional Services Proposal/Agreement – Included here as Attachment “A”; and
 - e. Professional Services Billable Rates – Included here as Attachment “B”.
2. **Services.** The PROFESSIONAL shall furnish the services described in Attachment “A”. Nothing herein shall limit the CITY’S right to obtain proposals or services from other professionals for similar projects.
3. **Payment.** PROFESSIONAL shall perform the Services for a total price not to exceed \$127,500.00. The cost of these services shall not exceed this amount unless the CITY has executed a change order or extra work authorization approving an increase in cost.

All invoices will be processed and paid in accordance with the State of Florida Local Government Prompt Payment Act, Florida Statute Part VII, Chapter 218.

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

5. **Term.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions.

6. **Termination for Convenience**

- a. The CITY may by written notice to the PROFESSIONAL, terminate this Agreement for its convenience and without cause or default on the part of PROFESSIONAL. Upon receipt of the notice of termination, except as explicitly directed by the CITY, the Contractor must immediately discontinue all services affected.
- b. Upon termination of the Agreement, the PROFESSIONAL must deliver to the CITY all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- c. CITY agrees to make just and equitable compensation to the PROFESSIONAL for satisfactory work completed up through the date the PROFESSIONAL receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- d. CITY further agrees to hold PROFESSIONAL harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. 2 CFR § 200 Appendix II (B).

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

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

- a. **Termination by City** The CITY may terminate this Agreement in whole or in part, for the failure of the PROFESSIONAL to:

- i. Perform the services within the time specified in this contract or by CITY approved extension;
- ii. Make adequate progress so as to endanger satisfactory performance of the Project;
- iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

If, after finalization of the termination action, the CITY determines the PROFESSIONAL was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CITY issued the termination for the convenience of the CITY.

- b. **Termination by Professional:** The PROFESSIONAL may terminate this Agreement in whole or in part, if the CITY:

- i. Defaults on its obligations under this Agreement;
- ii. Fails to make payment to the PROFESSIONAL in accordance with the terms of this Agreement;
- iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the PROFESSIONAL.

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

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

8. Breach of Contract Terms

- a. Any violation or breach of terms of this contract on the part of the Professional or its sub Professionals may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- b. CITY will provide PROFESSIONAL written notice that describes the nature of the breach and corrective actions the PROFESSIONAL must undertake in order to avoid termination of the contract. CITY reserves the right to withhold payments to PROFESSIONAL until such time the PROFESSIONAL corrects the breach or the CITY elects to terminate the contract. The CITY's notice will identify a specific date by which the PROFESSIONAL must correct the breach. CITY may proceed with termination of the contract if the PROFESSIONAL fails to correct the breach by deadline indicated in the CITY's notice.
- c. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law. 2 CFR § 200 Appendix II(A).

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

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by PROFESSIONAL prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are

required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

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

10. **Indemnification.** The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the

PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees.

11. Individual Liability.

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

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

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

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

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

15. Public Records Retention. PROFESSIONAL shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by PROFESSIONAL herein in accordance with Chapter 119, Florida Statutes. PROFESSIONAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law. PROFESSIONAL shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by PROFESSIONAL in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

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

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

18. **Independent Contractor.** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the

benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the PROFESSIONAL. PROFESSIONAL will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

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

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

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

22. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Lennard Davis, RA. The primary contact person under this Agreement for the CITY shall be Corey Goepfert, Gas Director.

23. **Approval of Personnel.** Key Personnel: The City reserves the right to terminate the Agreement when key personnel identified in the PROFESSIONAL's response to Request for Qualification are not available or are no longer working on the project. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

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

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

CONTRACTOR: Forefront Architecture and Engineering, LLC
Attn: Lennard Davis, RA
1230 Oakley Seaver Drive, Suite 100
Clermont, FL 34711
(888) 850-3323

CITY: City of Leesburg
Attn: Robert Hicks - Purchasing Manager
204 N. 5th Street
Leesburg, FL 34748
(352) 728-9880

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

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

28. **Illegal Alien Labor -** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The

CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

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

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

[Signature page follows]

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

FOREFRONT ARCHITECTURE AND ENGINEERING, LLC

By: 

Its: Vice President of Architecture

Title

THE CITY OF LEESBURG, FLORIDA

Alan Reisman, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and content:

William Watson, City Attorney

ATTACHMENT 'A'

Professional Services Proposal/Agreement



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Forefront AE
1230 Oakley Seaver Dr, Unit 100
Clermont, FL 34711
forefrontae.com

April 4, 2025

Hosea Goodwyn, Senior Buyer
204 North 5th Street
Leesburg, Florida 34748
352.728.9880

EXHIBIT A: Proposal for Design, Engineering and Construction Documentation for the City of Leesburg Gas Operations Center Remodel & Addition

Mr. Goodwyn,

Forefront Architecture and Engineering (Forefront) is pleased to provide our proposal for the City of Leesburg Gas Operations Center Remodel & Addition. Forefront has extensive experience with architectural and engineering services and will put that experience to work in providing you the construction documentation necessary for this project. The following describes our project understanding, assumptions, scope of services, and fees.

This Exhibit (**created 04/04/2025**) is a companion to the Agreement between Forefront Architecture and Engineering, LLC and **the City of Leesburg (the Client), signed (date TBD)** which outlines the specific requirements of the project services and obligations of the Consultant and Client. This document identifies specific requirements for Design, Engineering, and Construction Documentation for the City of Leesburg Gas Operations Center Remodel & Addition.

Project Understanding

Forefront understands the project to provide design and the construction documents necessary to permit and construct an approximately 3,850 square feet (SF) of remodel areas and an approximately 3,200 square feet (SF) addition to the existing building. See Scope of Services and Exclusions.

Design Considerations and Assumptions

Forefront will provide signed and sealed (electronic, formatted per the Authority Having Jurisdiction standards) construction drawings (civil, architectural, mechanical, plumbing, and electrical) for the project as described above. The remodel will involve converting existing building into new office space and providing exterior work to improve the condition and appearance of the existing building, and the addition will involve the design of new office and shop spaces for the City of Leesburg Gas Operations Center.

Collaboration and Coordination

Forefront will conduct scheduled review meetings with the client during the Schematic Design and Design Development phases. These meetings will serve as critical checkpoints to review progress, confirm design intent, and address any necessary adjustments. Other meetings may also be scheduled as needed.

Subconsultant Services

Forefront is committed to delivering comprehensive, full-spectrum design work. Forefront will serve as the primary point of contact to keep the project on schedule and aligned with the project goals. Forefront will engage and coordinate with:

1. Surveyors.
2. Civil Engineers.
3. MEP (Mechanical, Electrical, and Plumbing) Engineers.

Please note that the total fee is inclusive of all listed subconsultant services required for the Design, Engineering, and Construction Documentation for the City of Leesburg Gas Operations Center Remodel & Addition project.

Scope of Services

Forefront has designated the degree of service to provide full-service permit ready drawings. During each phase, Forefront will schedule meetings for discussion as part of the agreed scope of work. After each submittal the client shall have a period of five (5) business days to submit written comments, after which Forefront shall have a period of five (5) business days to submit responses to the client's comments. The following details are the necessary tasks to complete the project:

Task 01 – Programming and Needs Assessment

Establishing the Program is a joint goal forming phase between Forefront and the Client to establish the function of the subject building. Additionally, required prerequisite work is begun during this phase.

1. Programming & Needs Assessment
2. Perform Site Surveying, Boundary, Topographical, and Tree *(Performed by Subconsultant)*
3. Perform Geotechnical Investigation *(Performed by Subconsultant)*

Task 02 – Schematic Design Phase

With the Program established, schematic/concept ideas and drawings will be provided to illustrate how the building will function and appear. This is a collaborative phase with continual communication between the design team and the client. Schematic Design Documents will be provided at the conclusion of this phase for review and approval.

1. Schematic Design Civil *(Performed by Subconsultant)*
2. Schematic Design Architectural

Task 03 – Design Development

With a Client-approved schematic design, Forefront will continue to develop the design concept. During this phase details are added, and the building concept is refined. Preliminary system engineering also starts during this period. The Schematic Design will be refined as we coordinate with MEP team. Design Development Documents will be provided at the conclusion of this phase for review and approval.

1. Design Development Civil (*Performed by Subconsultant*)
2. Design Development Architectural & Structural
3. Design Development Mechanical, Electrical, Plumbing, Fire Protection (*Performed by Subconsultant*)

Task 04 – Construction Documents – 60% Completion

Development of the design into construction documents will begin. During the process, review drawings will be provided for continued oversight and review. Coordination with Civil, Structural, MEP, and Fire Protection engineers.

1. 60% Construction Documents Civil (*Performed by Subconsultant*)
2. 60% Construction Documents Architectural & Structural
3. 60% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection (*Performed by Subconsultant*)

Task 05 – Construction Documents – 90% Completion

Further development of the construction documents will occur. During the process, review drawings will be provided for continued oversight and review.

1. 90% Construction Documents Civil (*Performed by Subconsultant*)
2. 90% Construction Documents Architectural & Structural
3. 90% Construction Documents Mechanical, Electrical, Plumbing, Fire Protection (*Performed by Subconsultant*)

Task 06 – Construction Documents – 100% Completion

Forefront to deliver electronic signed and sealed construction documents for permitting. Any changes at this stage, regardless of scope, will be billed at standard hourly rates. However, any additional documentation required to address building department review comments will be provided at no extra charge. Hard copy signed and sealed documents can be provided for additional costs per printing schedule.

1. Construction Documents Civil
2. Construction Documents Architectural
3. Construction Documents Mechanical, Electrical, Plumbing, Fire Protection

Task 07 – Permitting Phase

Assist the Client in submitting the drawings to AHJ (Authority Having Jurisdiction), respond to AHJ comments, and coordinate with consultants for an approval to obtain a construction permit.

Excluded Services

Any additional services requested beyond the original scope will require a written amendment to this agreement, along with approval of any associated fees and timeline adjustments. This provides all parties to align expectations and resources accordingly throughout the project's lifecycle.

Key Milestones and Project Schedule

The success of any project is based on identifying all critical pathway items and establishing a schedule for completion. Based on our similar project experience, below is a list of potential key milestones.

Phase I - Study and Findings	Month 1		Month 2		Month 3		Month 4	
Phase Tasks	Week 1-2	Week 3-4	Week 5-6	Week 7-8	Week 9-10	Week 11-12	Week 12-13	Week 14-15
Project Management and Coordination								
Kickoff Meeting with City & Stakeholders								
Data Collection & Existing Conditions								
Facility Needs Assessment Study								
Initial Findings Review with City								
Recommendations for New/Remodel								
Start Design Phase II								

Standard Schedule of Design Phases	Month 1		Month 2		Month 3		Month 4		Month 5		Month 6
Design Phase Tasks	Week 1-2	Week 3-4	Week 5-6	Week 7-8	Week 9-10	Week 11-12	Week 12-13	Week 14-15	Week 16-17	Week 18-19	Week 20
Project Management and Coordination											
Design Notice to Proceed											
Programing/Scope Confirmation											
Survey/Geotechnical											
Schematic Design											
Design Development											
Construction Documents (30%, 60%, 90%)											
Construction Documents (100%)											

Key Project Staff

Forefront proposes a highly experienced team, who have extensive experience in design, permitting, and construction management projects. A breakdown of the proposed key team members and associated roles are provided below:

- Mr. Lennard Davis, RA, Client Account Manager – Architectural Review of design
- Mrs. Khine Pwint, RA – Architectural design, leads design team
- Mr. Chris Smith, PE, VP, Structural Engineer – Structural design if needed



Project Fees

The following table summarizes our estimate of fees to complete the scope of services described above.

Task	Fees Schedule
Task 01 – Programming and Needs Assessment	Incl. in SD Task
– Concurrently, perform Site Survey (Boundary, Topographical, Tree) and Geotechnical Investigation	\$22,500.00
Task 02 – Schematic Design Phase	\$26,250.00
Task 03 – Design Development	\$31,500.00
Task 04 – Construction Documents 60% Completion	\$14,000.00
Task 05 – Construction Documents 90% Completion	\$14,000.00
Task 06 – Construction Documents 100% Completion	\$14,000.00
Task 07 – Permitting Phase	\$5,250.00
Total Project Fees:	\$127,500.00
Initial Deposit:	Waived

Provide services as defined in Scope of Services for the net fee in the amount of:

One Hundred Twenty-Seven Thousand Five Hundred and 00/100 dollars (\$127,500.00)

Billing shall be sent monthly in accordance with the percentage of overall completion, with the 100% documents being signed and sealed for permitting. Payments shall be made for the completion of the work as outlined above. Payments shall be due 15 days net from the date of invoicing. The fixed fee is based on the scope of work to provide completed Construction Documents.

Forefront has attached our Fee Schedule. Each individual Forefront staff name is classified with an associated hourly rate. Our team organization is tailored to provide services effectively and efficiently. We utilize senior staff to provide guidance and review of all work products, with much of the production work completed by lower cost junior staff. In addition, senior staff either self-perform or provide a high level of supervision to junior staff during critical phases of the project. If the project is completed outside of the assumptions, Forefront may request to reduce or increase the budget accordingly.

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Terms and Conditions

The scope of work includes authorized revisions and quality assurance milestones to provide the highest standard of service. Please note that our fees reflect not just the time spent, but also the expertise, resources, and attention to detail required to successfully complete your project. Any work requested beyond the agreed-upon scope will be billed at our hourly rates. All construction documents provided remain the intellectual property of Forefront Architecture and Engineering, LLC, unless explicitly transferred to the client in writing. Proposals are valid 30 days from creation date.

It is specifically understood in accordance with Chapter 2013-028, Laws of Florida, that the design professionals are not personally liable. The business entity maintains required insurance coverage.

THE DESIGN PROFESSIONAL(S) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

We appreciate this opportunity to present our proposal and remain fully available to provide any other information that you may require concerning this project. If you have any questions, please contact Justin Parker, Director of Marketing and Business Development. justinp@ff-ae.com

Authorization

April 4, 2025

I hereby authorize Forefront to proceed with the scope of work for the referenced project as described in proposal number 25-11058-00 dated April 4, 2025, with a budget authorization of **\$127,500.00** under the general terms and conditions specified in the proposal.

**Proposal Reviewed by
(Internal Purposes):**

Justin Parker 04.04.2025
Signature, Date

Justin Parker, Director of Marketing & BD
Printed Name, Title

**Offered by
Forefront Architecture & Engineering, LLC:**

Lennard Davis 04.04.2025
Signature, Date

Lennard Davis, RA, VP of Architecture
Printed Name, Title

Accepted by Client:

Signature, Date

City of Leesburg
Printed Name, Title

ATTACHMENT 'B'

Professional Services Billable Rates



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BILLABLE RATES

Forefront Architecture and Engineering Personnel Rates for the City of Leesburg, Florida.

Personnel/Discipline	Classification	Licensure & Certification	Rate	Margin
Executive Level				
Mike Vitale	Senior Executives	Not Required	\$285.00	63.51%
Architectural Services				
Lennard Davis, RA,	Senior Architect	Registered Architect	\$285.00	65.61%
Khine Pwint, RA,	Architect Level 2	Registered Architect	\$240.00	62.50%
Patricia Mugnol, NCARB	Designer or Specialist Level 4	Not Required, 5+ Years of Experience	\$170.00	67.65%
Nunzie Burzo	Designer or Specialist Level 4	Not Required, 5+ Years of Experience	\$170.00	40.59%
Lane Trawick	Designer or Specialist Level 4	Not Required, 5+ Years of Experience	\$170.00	61.18%
Bill Spencer	Designer or Specialist Level 4	Not Required, 5+ Years of Experience	\$170.00	61.76%
Engineering Services				
Chris Smith	Senior Engineer	Registered Engineer	\$285.00	60.70%
James Bourez	Engineer Level 4	Registered Engineer	\$240.00	61.25%
Project Management				
Roberto Bonet	Senior Project Manager	Not Required, 5+ Years of Experience	\$180.00	37.78%
Juan Garcia	Senior Project Manager	Not Required, 5+ Years of Experience	\$180.00	62.22%
Mara Marchena	Project Manager Level 4	Not Required, 5+ Years of Experience	\$150.00	62.00%
Madelia Marchena	Project Manager Level 3	Not Required, 3+ Years of Experience	\$140.00	62.86%
Minel Gonzalez	Project Manager Level 3	Not Required, 3+ Years of Experience	\$140.00	65.71%
Dan Cerullo	Project Manager Level 2	Not Required, 3+ Years of Experience	\$140.00	64.29%
Production and Drafting Services				
Scott Berlew	Senior CAD Technician	Not Required, Senior Level Experience	\$140.00	48.57%
Renee Giddings	Senior CAD Technician	Not Required, Senior Level Experience	\$140.00	60.00%
Jim Douds	CAD Technician Level 4	Not Required, 5+ Years of Experience	\$125.00	62.40%
Alexander Meza	CAD Technician Level 4	Not Required, 5+ Years of Experience	\$125.00	64.00%
Iraida De Juan	CAD Technician Level 3	Not Required, 3+ Years of Experience	\$120.00	52.50%
Lina Sanchez	CAD Technician Level 2	Not Required	\$115.00	52.17%
Inspections				
Robert Godin	Senior Inspector	Not Required, Senior Level Experience	\$180.00	67.22%
Administration				
Mindi Garcia	Administrative or Clerical	Not Required	\$80.00	58.75%
Carissa Hess	Administrative or Clerical	Not Required	\$80.00	55.00%

Hourly rates and reimbursable direct expenses are reviewed annually to reflect market conditions and the cost of doing business. This allows our pricing to remain fair and competitive while maintaining the high standards of service our clients expect.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 14, 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 U.S. 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 U.S. 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 U.S. 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 on the 14th day of April 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.

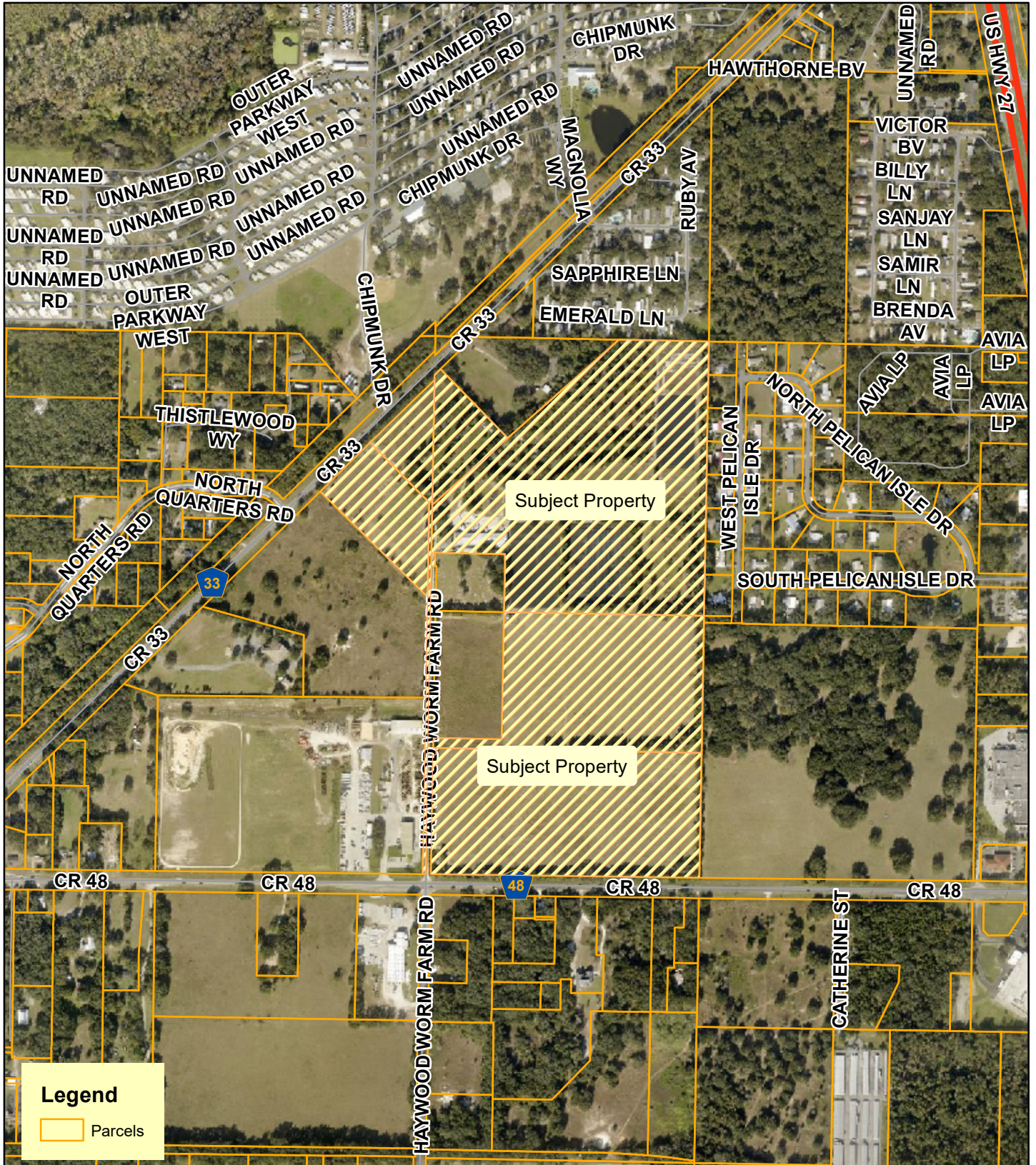
AND

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

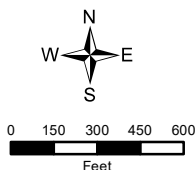
PARCEL III

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**

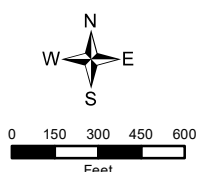


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

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)

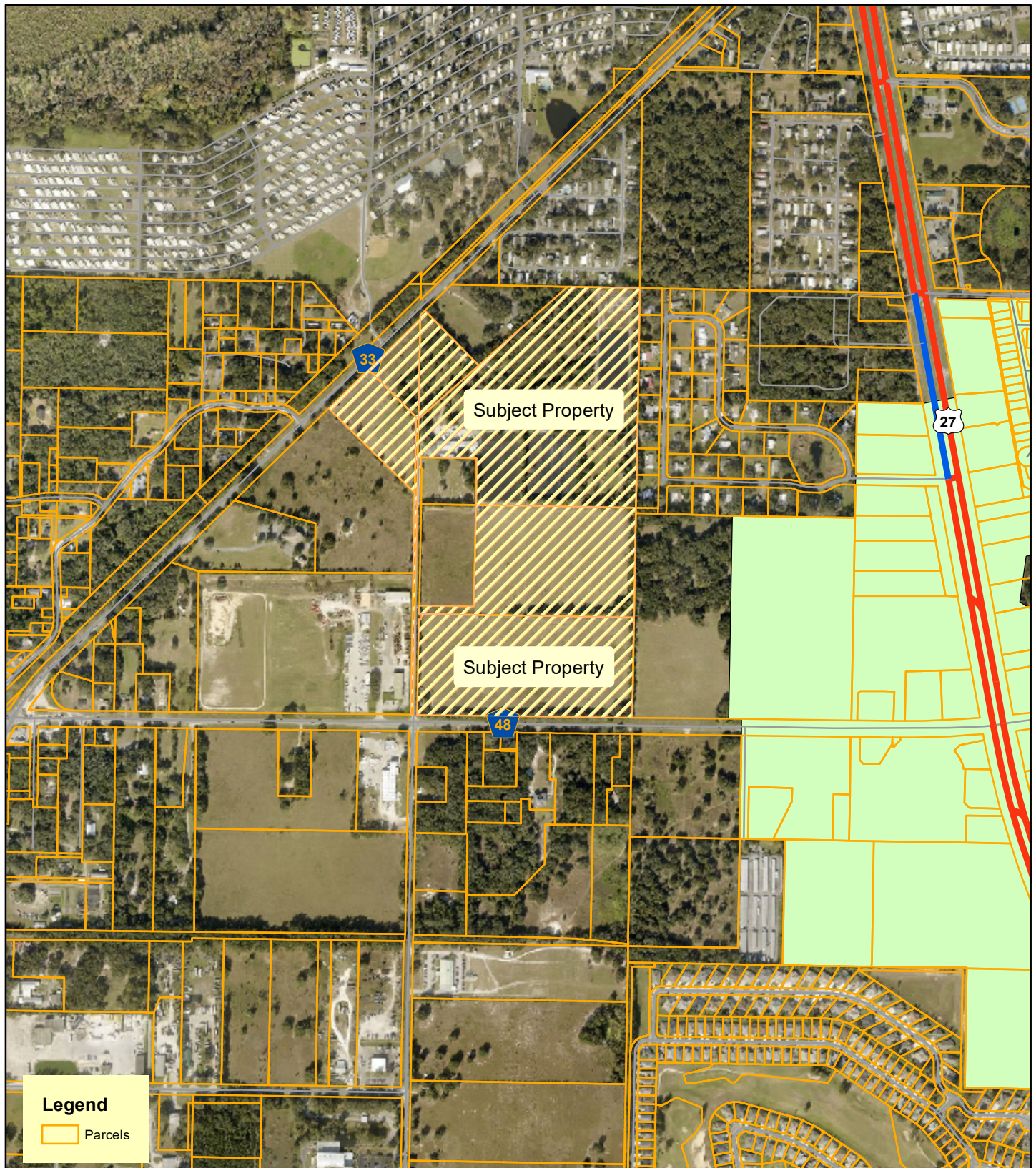
EXISTING LAND USE: Carport-Pole Barn, Residences, Warehouse & Office

SURROUNDING LAND USE:

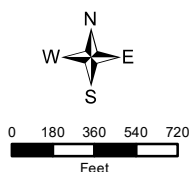
North – Pasture, Vacant Residential, Undeveloped, Manufactured Home
South – Lake County Eagles Aerie Club, Arlington Ridge
East – Vacant Commercial, Vacant Gov't County, Self-Storage
West – Single-Family, Vacant Residential, Manufactured Home

PROPOSED LAND USE: Mixed-Use Residential & Commercial Development

Community Redevelopment Area

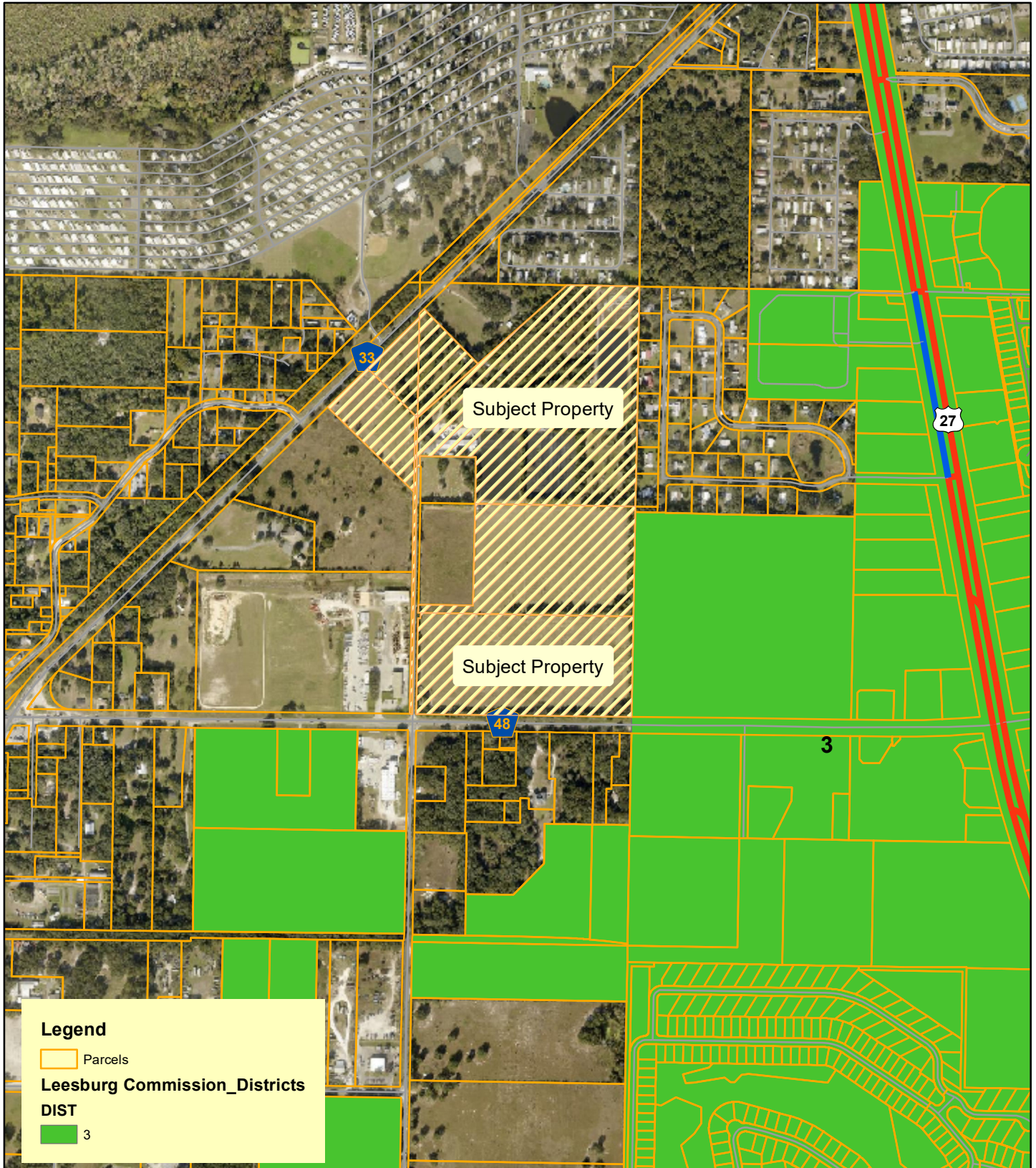


**Planning
& Zoning
Division**

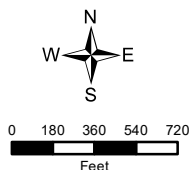


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

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: April 14, 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 U.S. 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 U.S. 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 U.S. 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 on the 14th day of April 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)

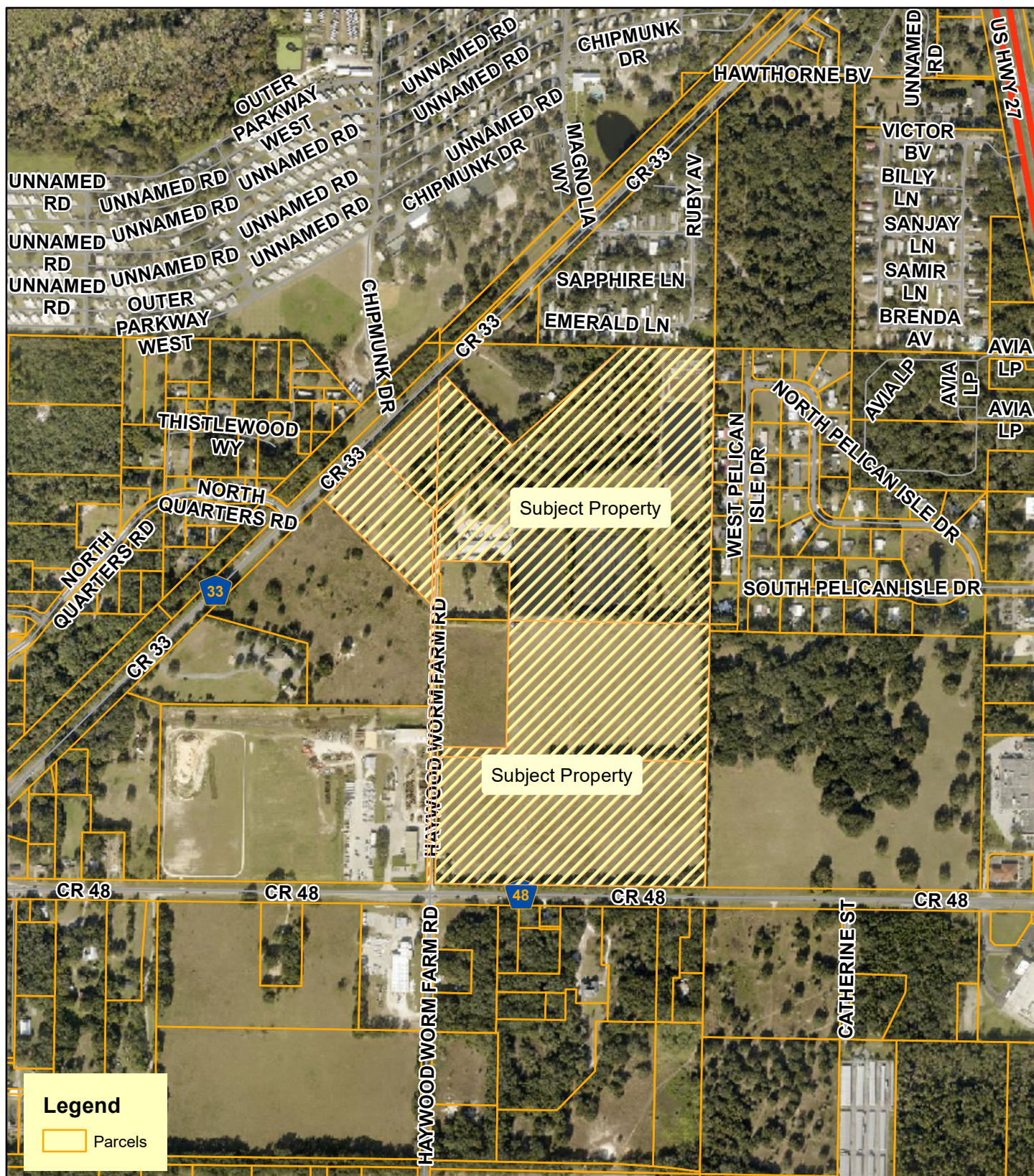
EXISTING LAND USE: Carport-Pole Barn, Residences, Warehouse & Office

SURROUNDING LAND USE:

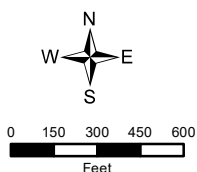
North – Pasture, Vacant Residential, Undeveloped, Manufactured Home
South – Lake County Eagles Aerie Club, Arlington Ridge
East – Vacant Commercial, Vacant Gov't County, Self-Storage
West – Single-Family, Vacant Residential, Manufactured Home

PROPOSED LAND USE: Mixed-Use Residential & Commercial Development

Aerial

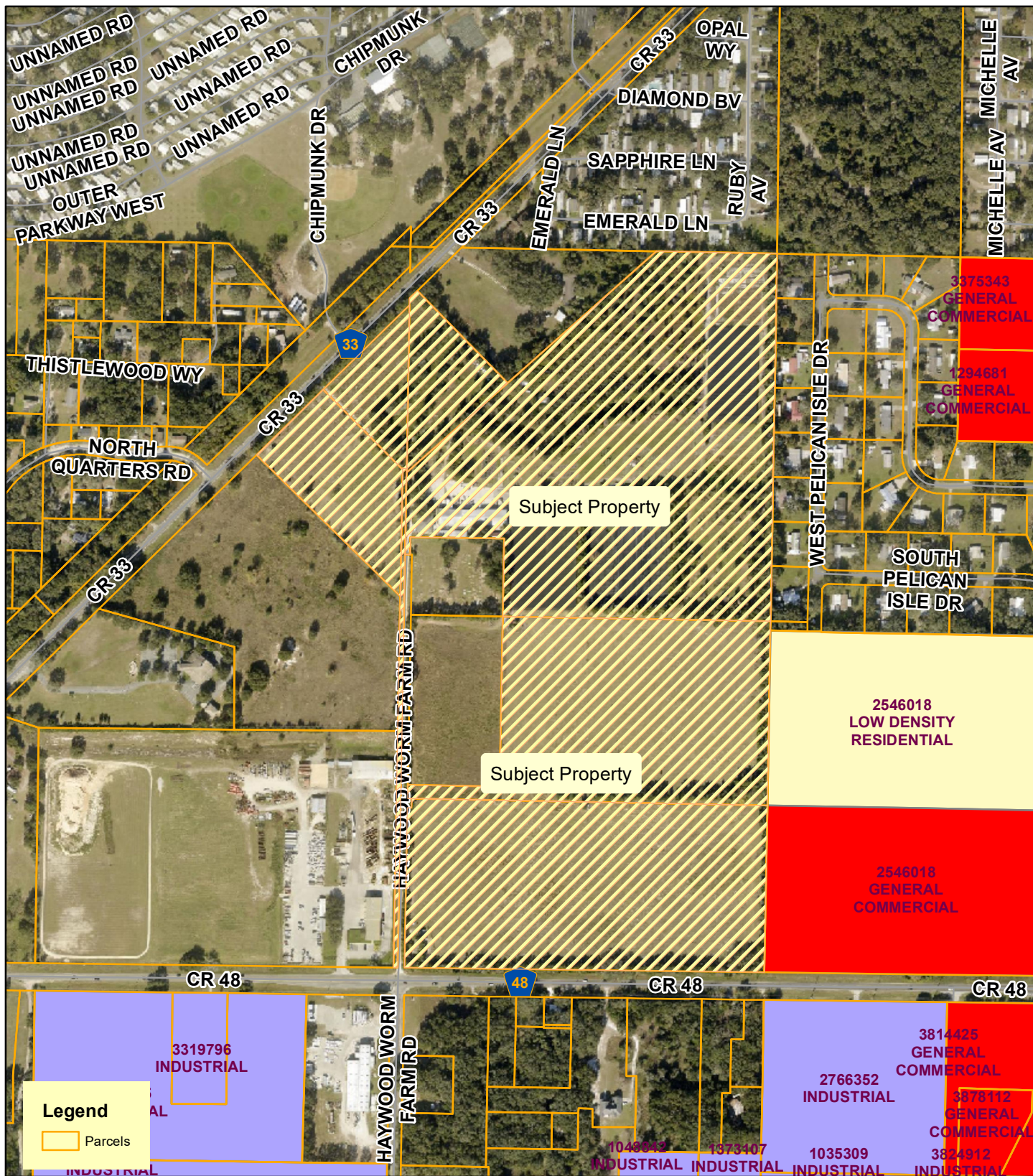


Planning & Zoning Division

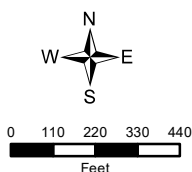


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Future Land Use

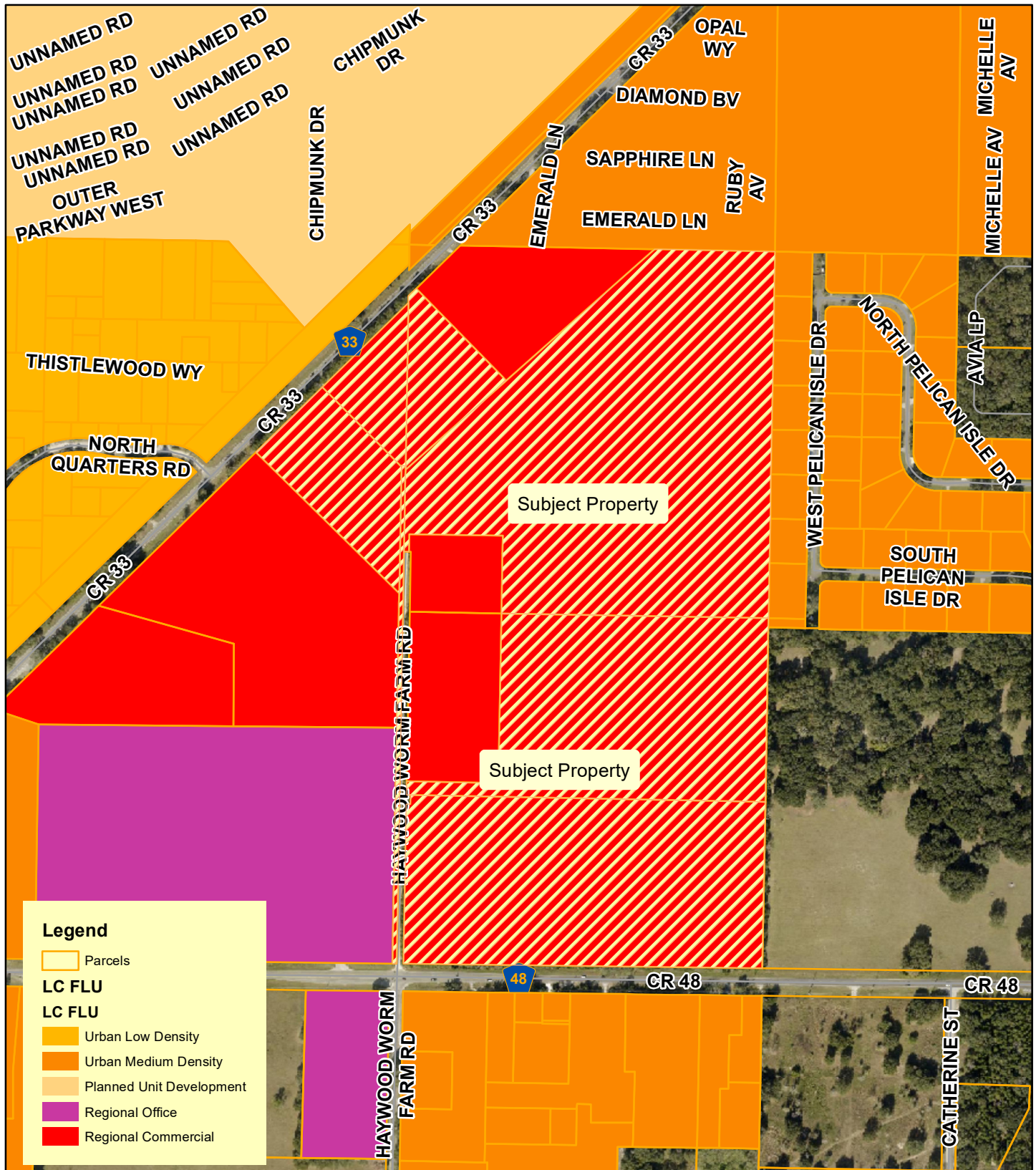


Planning & Zoning Division

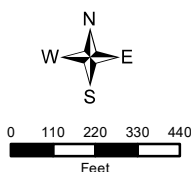


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Lake County Future Land Use

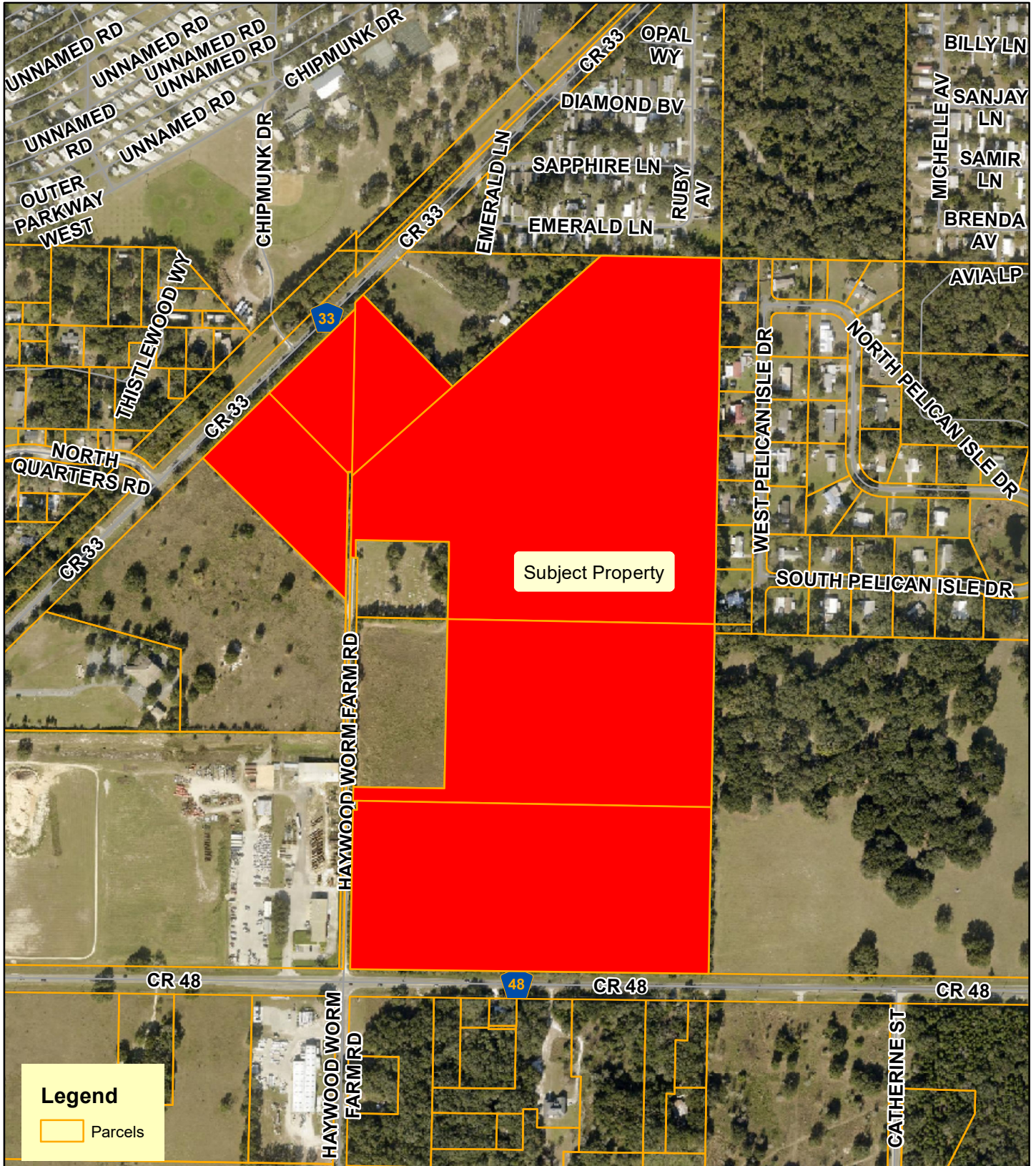


**Planning
& Zoning
Division**

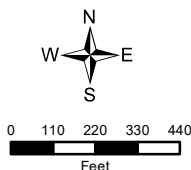


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Proposed Future Land Use



**Planning
& Zoning
Division**

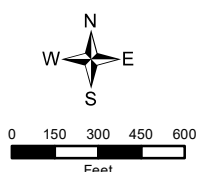


Leatherleaf
 AK#s 2718421, 1774926, 1741866, 2587091,
 2696681, 1701201
 Section 14 & 15, Township 20, Range 24 East
 August 15, 2024

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: April 14, 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 U.S. 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 U.S. 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 U.S. 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 14th day of April 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.

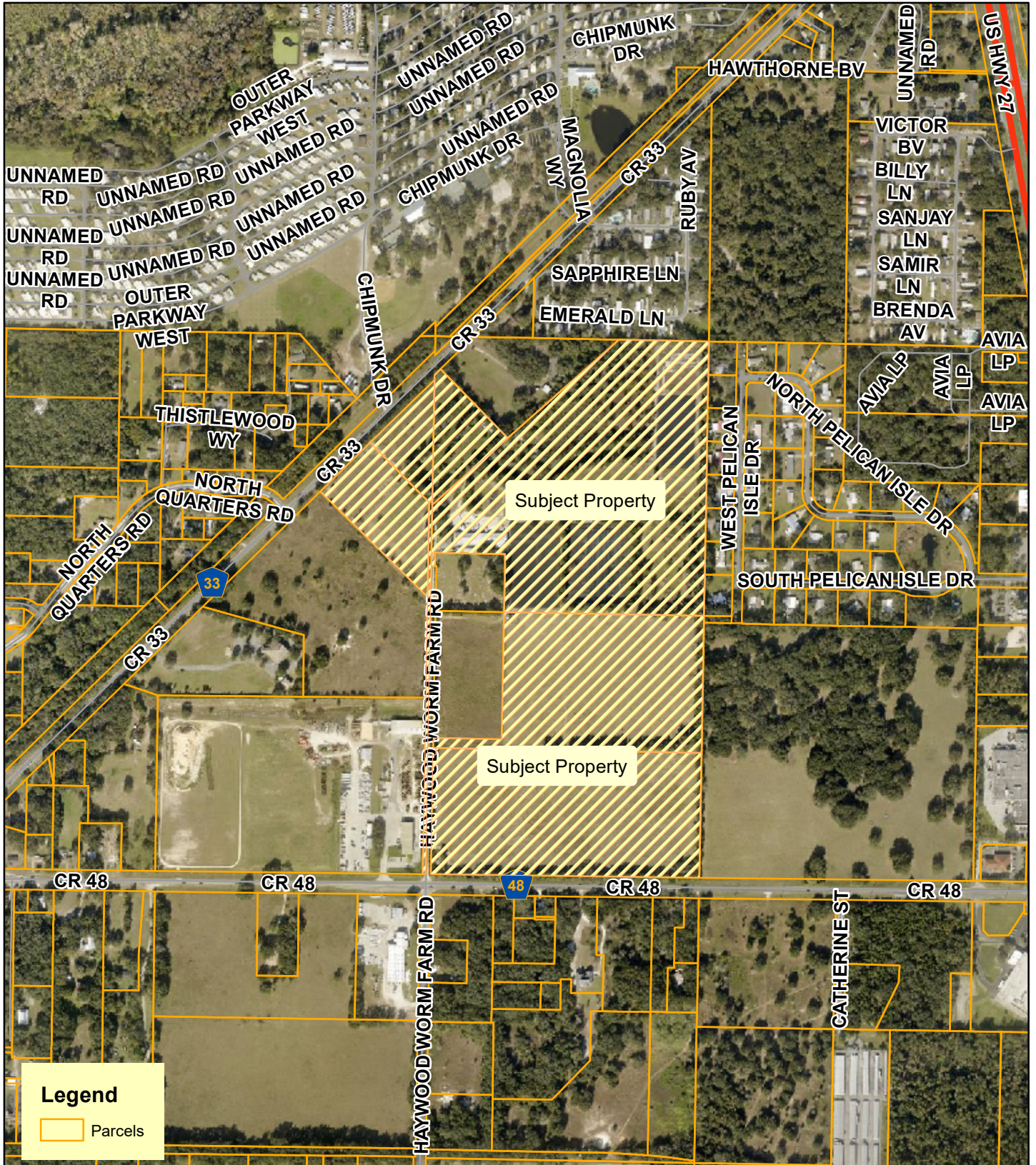
Sincerely,

Seth Lynch

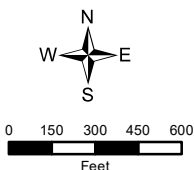
Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

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

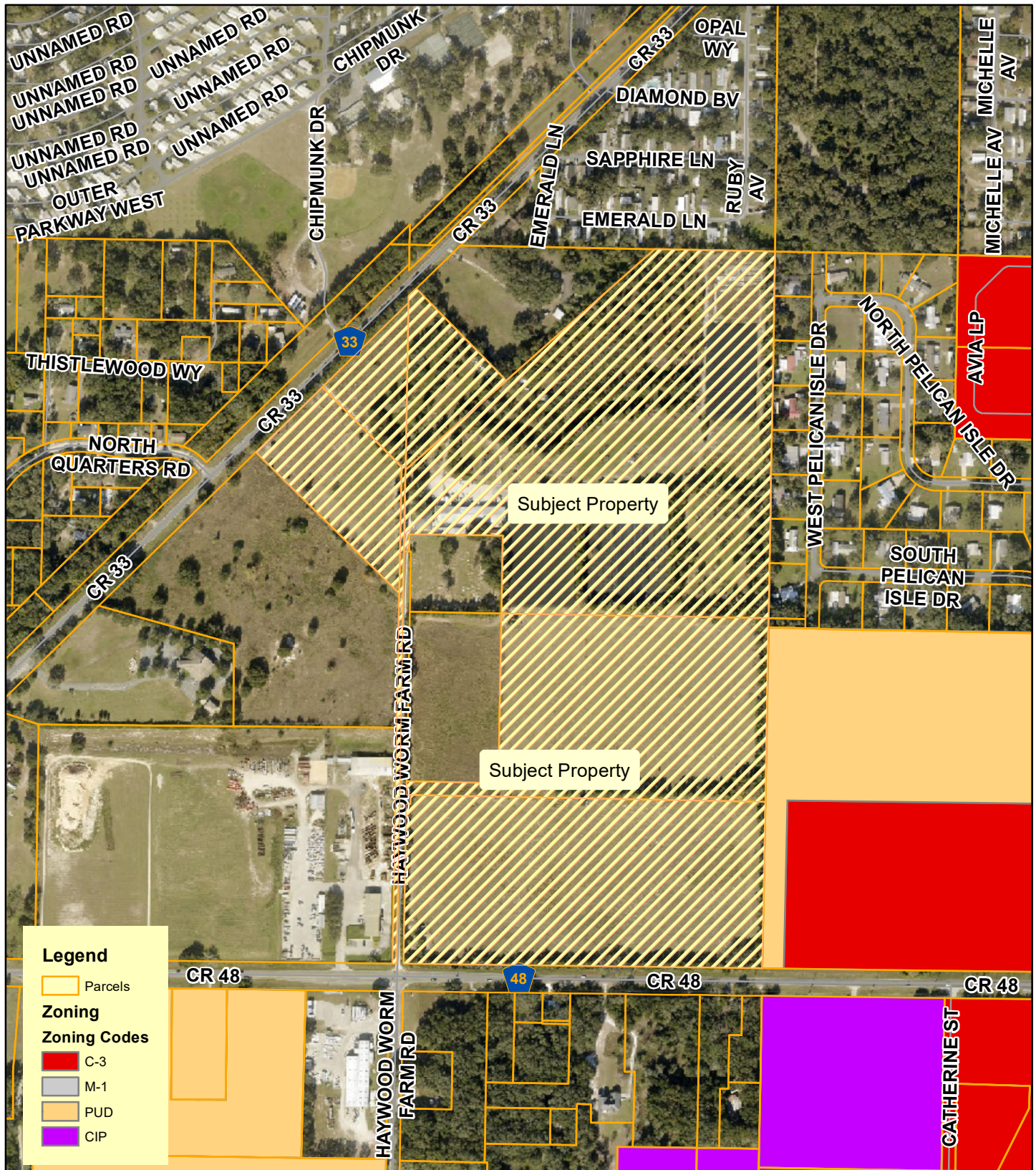


**Planning
& Zoning
Division**

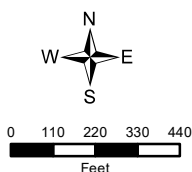


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Zoning

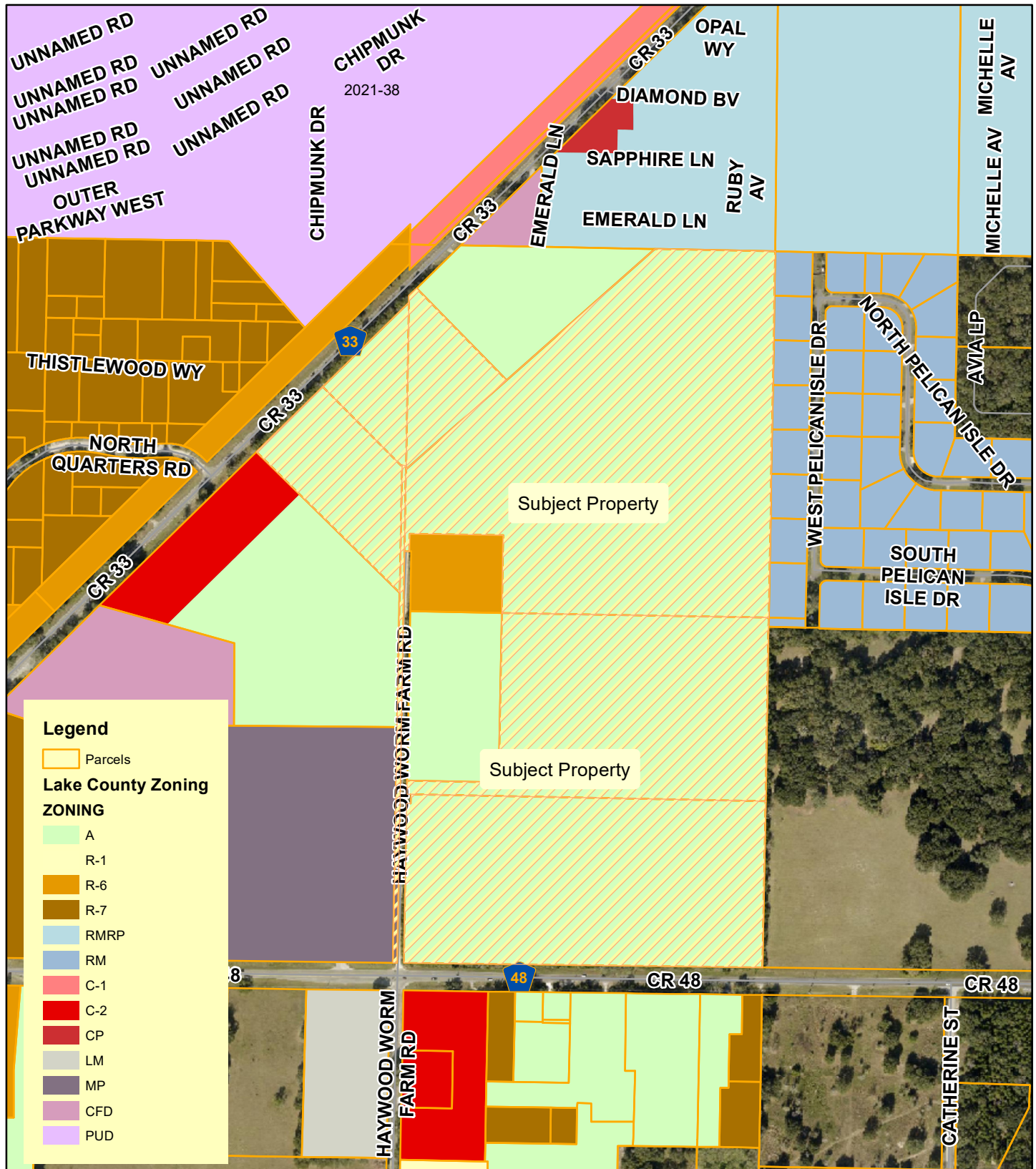


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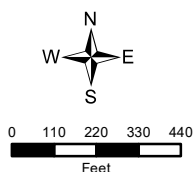


Leatherleaf
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2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Lake County Zoning

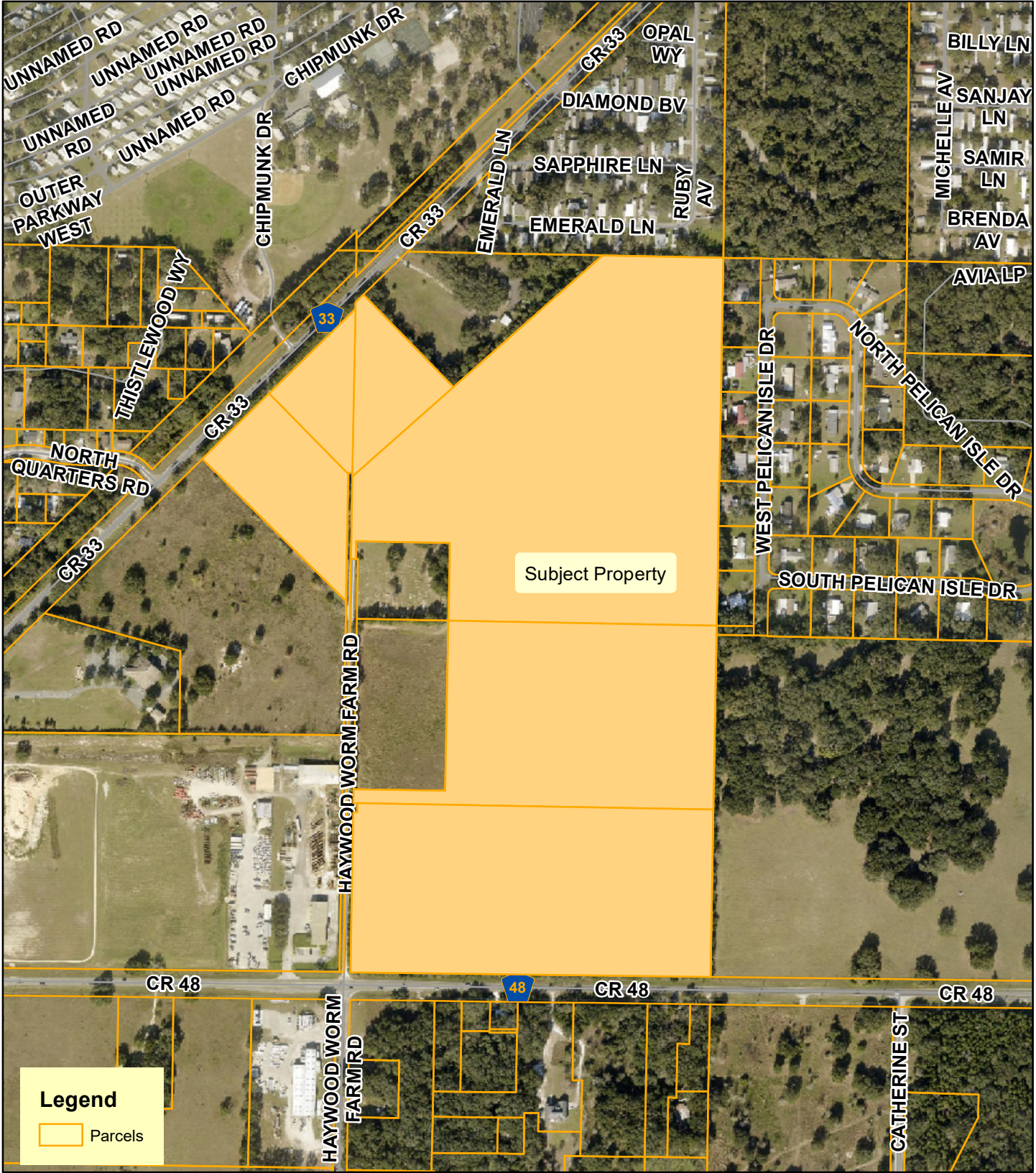


Planning & Zoning Division

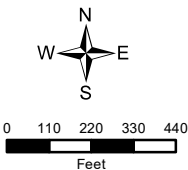


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2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

Proposed Zoning



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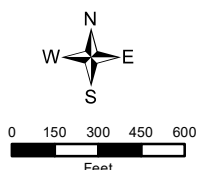


Leatherleaf
AK#s 2718421, 1774926, 1741866, 2587091,
2696681, 1701201
Section 14 & 15, Township 20, Range 24 East
August 15, 2024

Surrounding Land Use

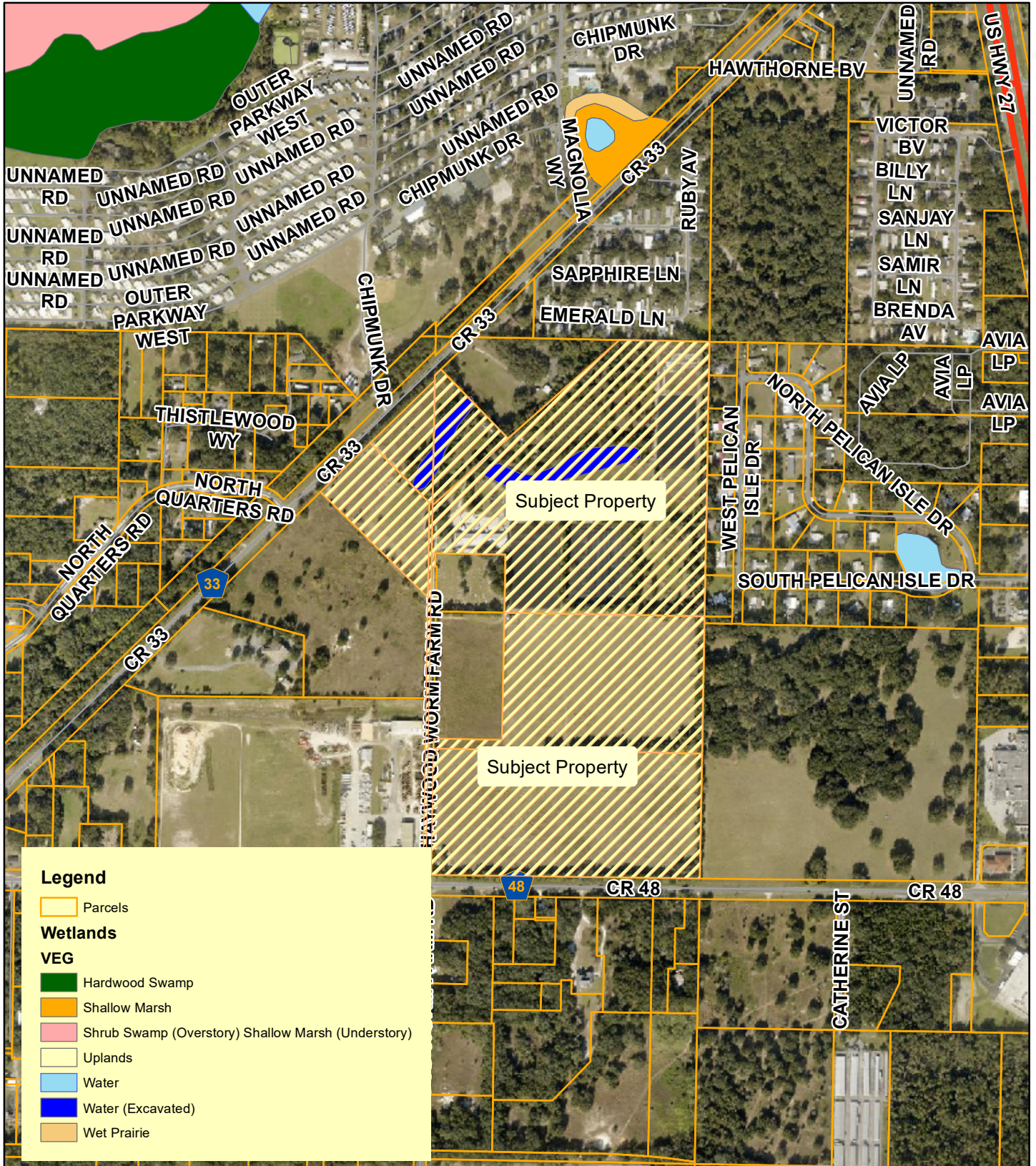


**Planning
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Division**

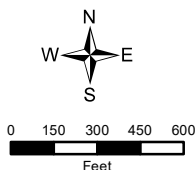


Leatherleaf
AK#s 2718421, 1774926, 1741866, 1774896, 2587091,
2696681, 1701201
Sections 14 & 15, Township 20, Range 24 East
August 15, 2024

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

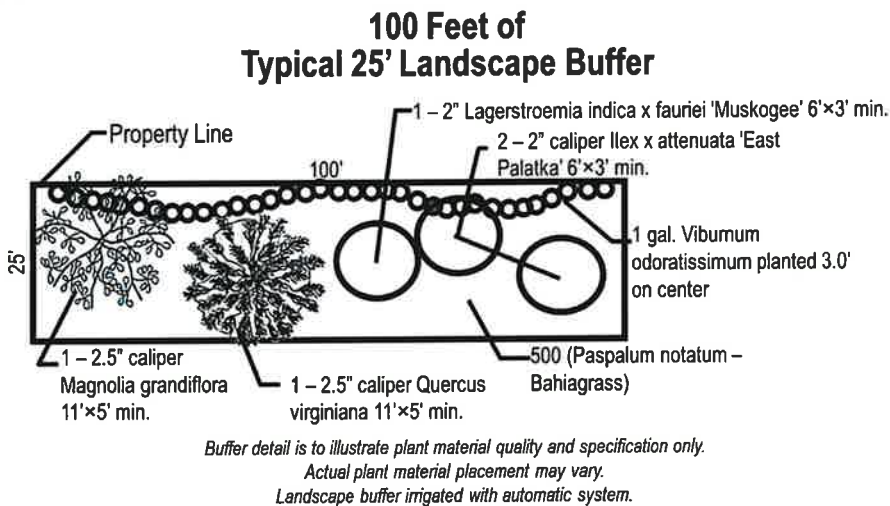
- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands retention and recreation areas.

- 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 preserved area. The split-rail fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.
 - (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.



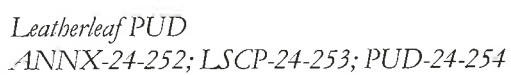


EXHIBIT D

REPRESENTATIVE FAÇADE SAMPLES

AMMOLITE

F924



Elevation A



Elevation B



Elevation C



Elevation G



Elevation H



Elevation J



Elevation K

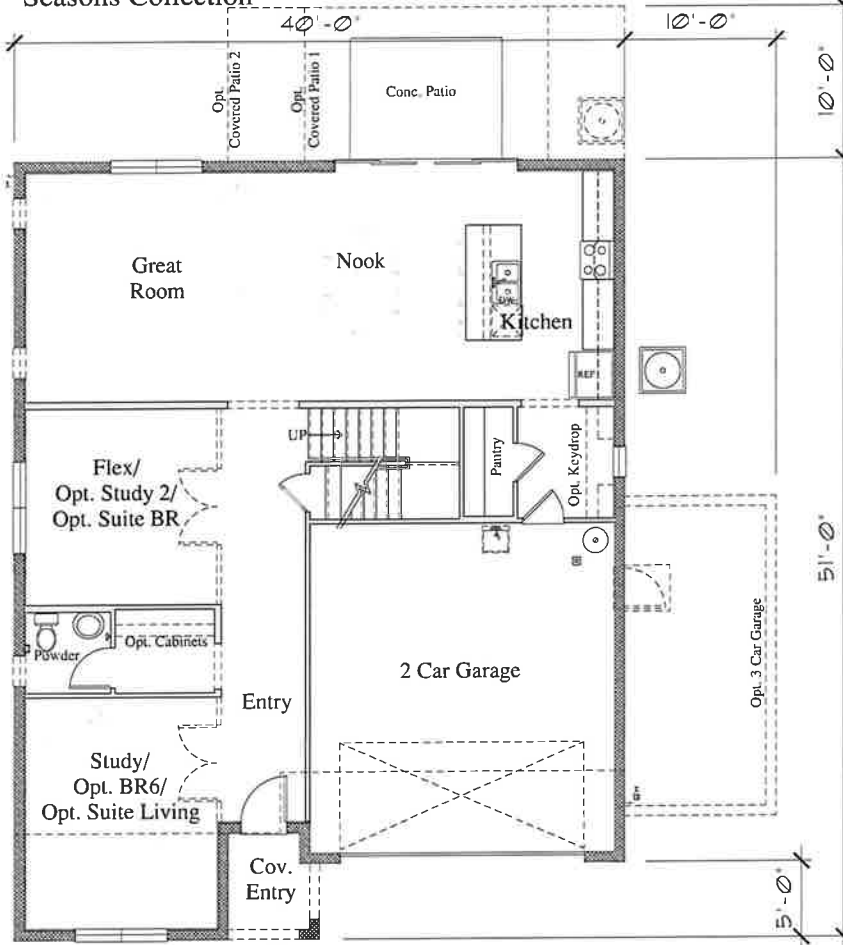
Elevation L

Elevation M

AMMOLITE

F924

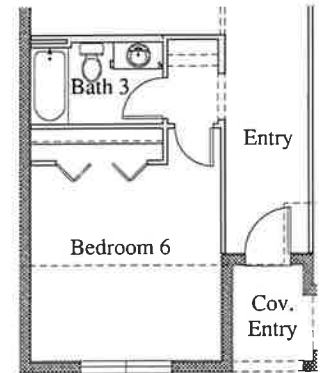
Seasons Collection



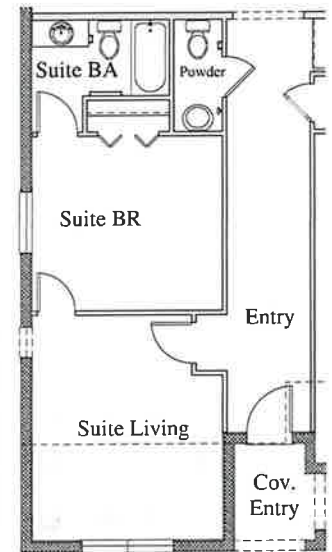
Main Level

Features:

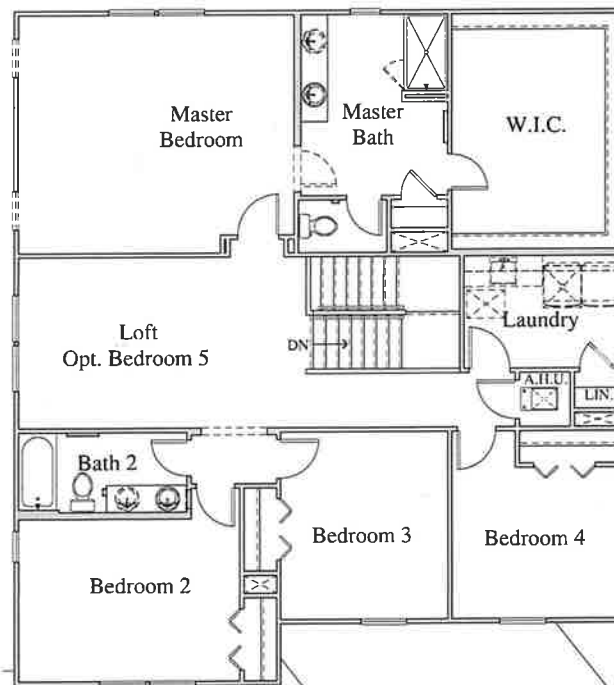
- 3037 Sq. Ft.
- 2 Story Home
- 4 to 6 Bedrooms
- 2 1/2 Baths
- 2 Car Garage
- Opt. 3 Car Garage
- Opt. Opt. Suite



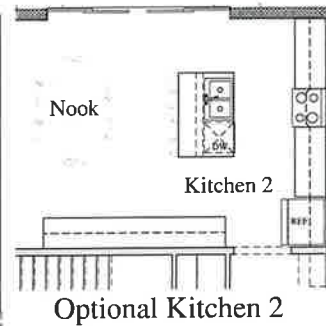
Optional Bedroom 6/ Bath 3



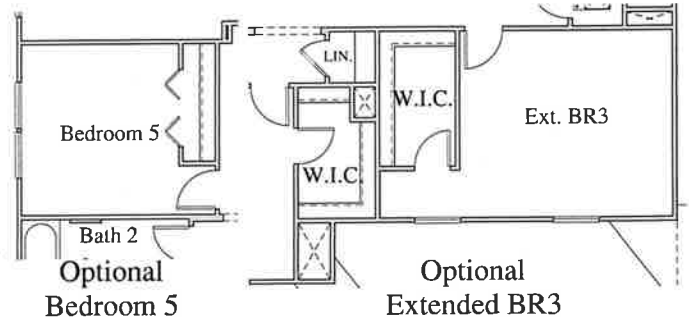
Optional Suite



Upper Level



Optional Kitchen 2



Optional Extended BR3

Azure

Seasons Collection

FC10



Elevation A



Elevation B



Elevation C



Elevation G



Elevation H



Elevation J



Elevation K



Elevation L

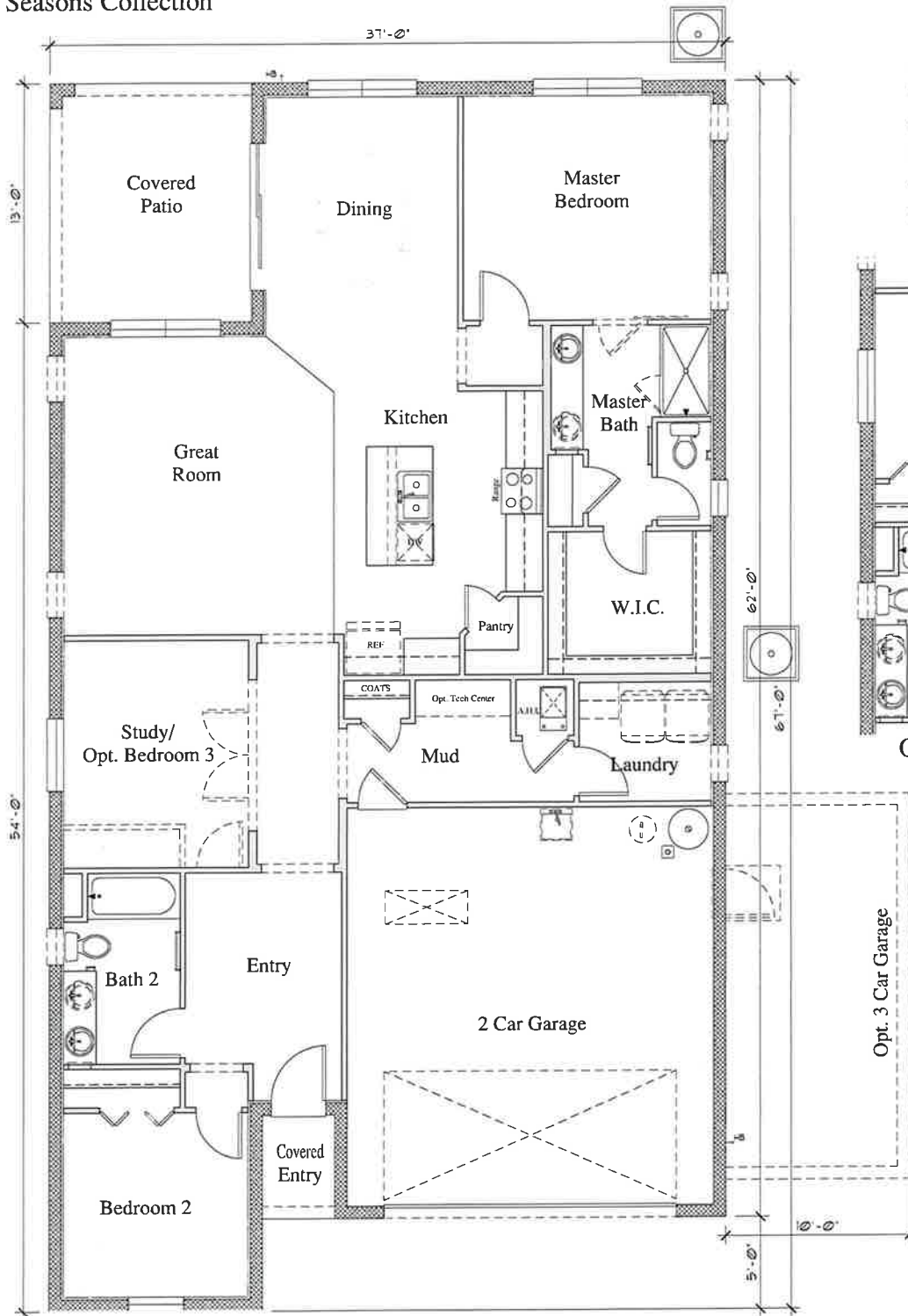


Elevation M

Azure

Seasons Collection

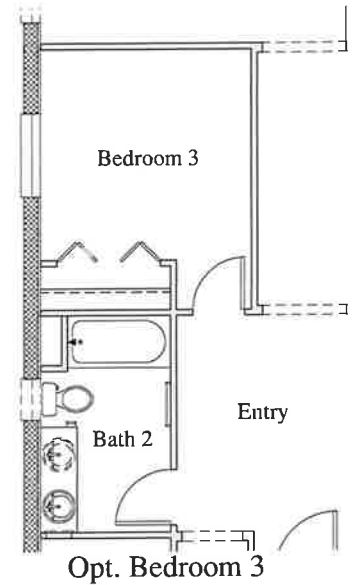
FC10



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

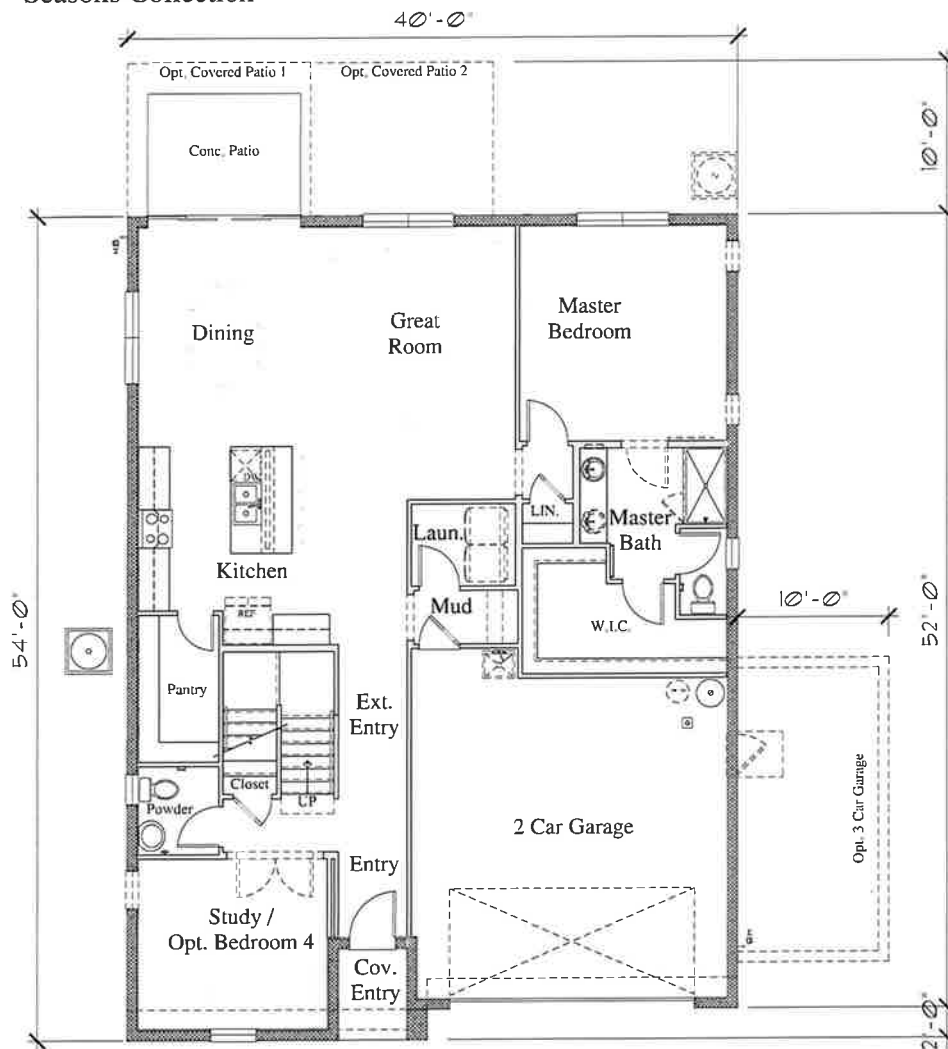
Elderberry

F966

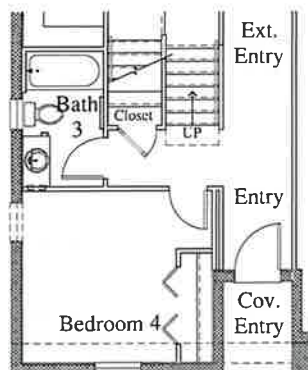
Seasons Collection

Features:

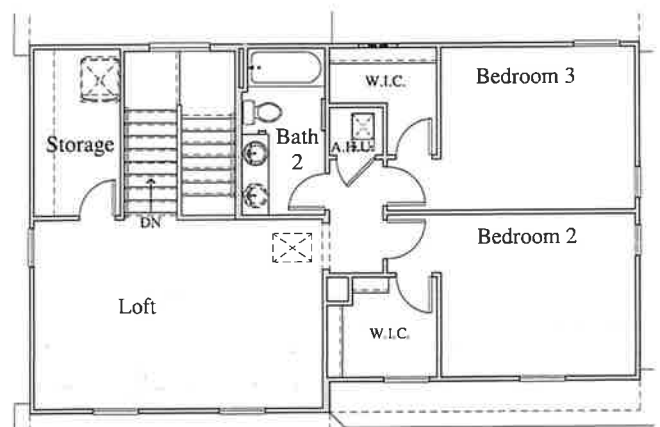
- **2449 Sq. Ft.**
- 2 Story Home
- 3 to 4 Bedrooms
- 2 1/2 to 3 Baths
- 2 Car Garage
- Opt. 3 Car Garage
- Opt. Covered Patio 1
- Opt. Covered Patio 2



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

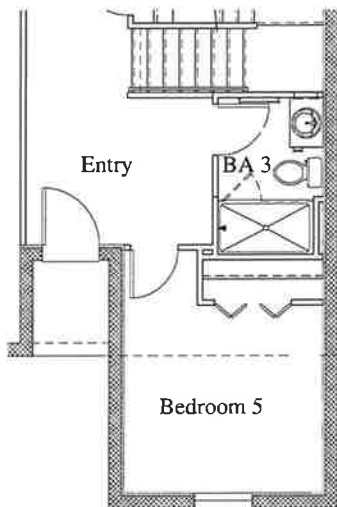
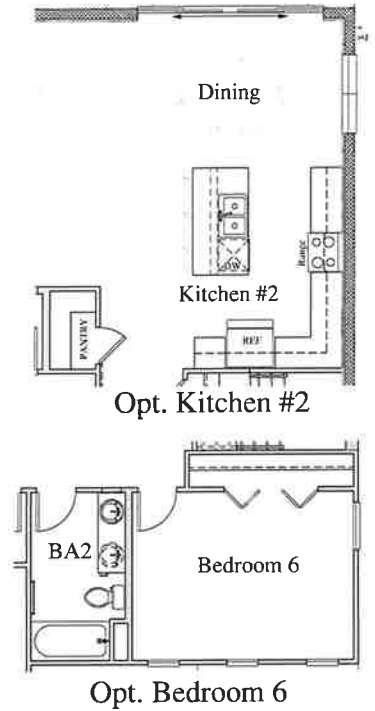
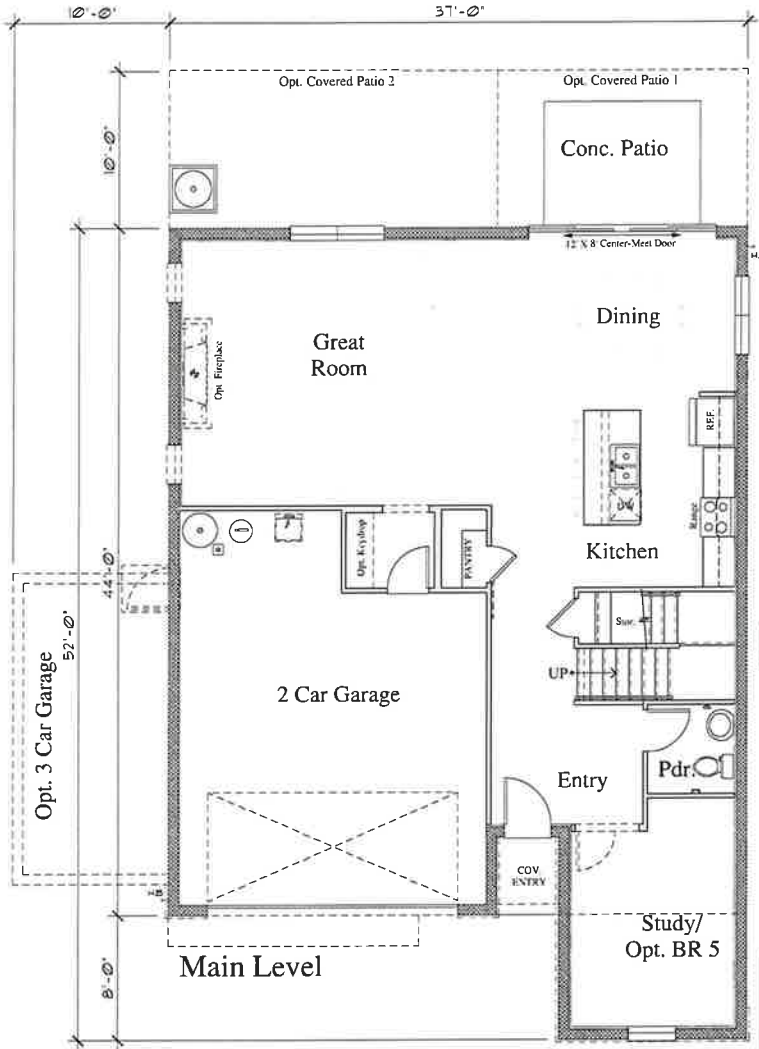
Moonstone

Seasons Collection

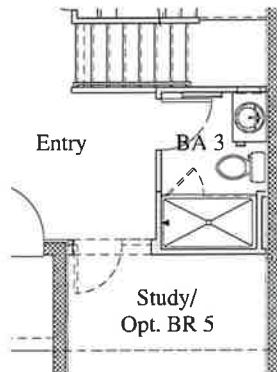
F914

Features:

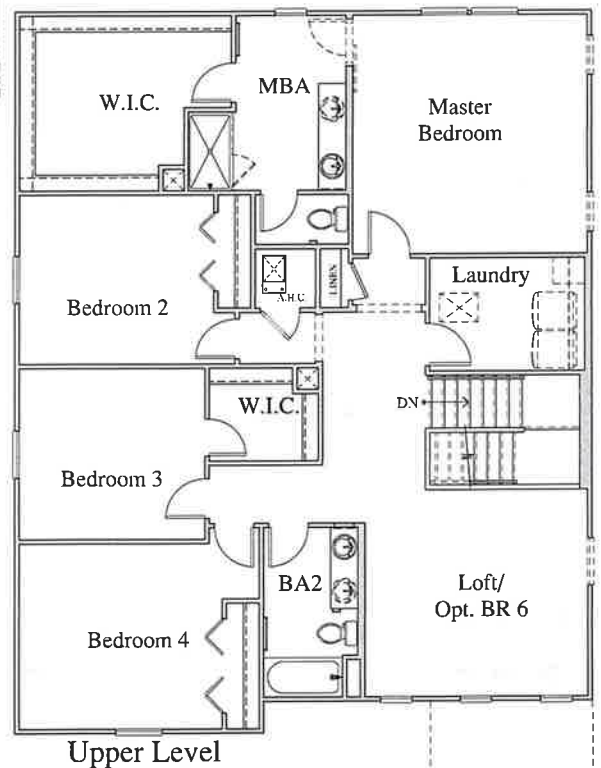
- 2,809 Sq. Ft.
- 2-Story Home
- 4 to 6 Bedrooms
- 2½ - 3 Baths
- 2 Car Garage
- Opt. 3 Car Garage



Opt. Bedroom 5 & Bath 3



Opt. Bath 3



Upper Level

Slate

F927



Elevation A

Elevation B



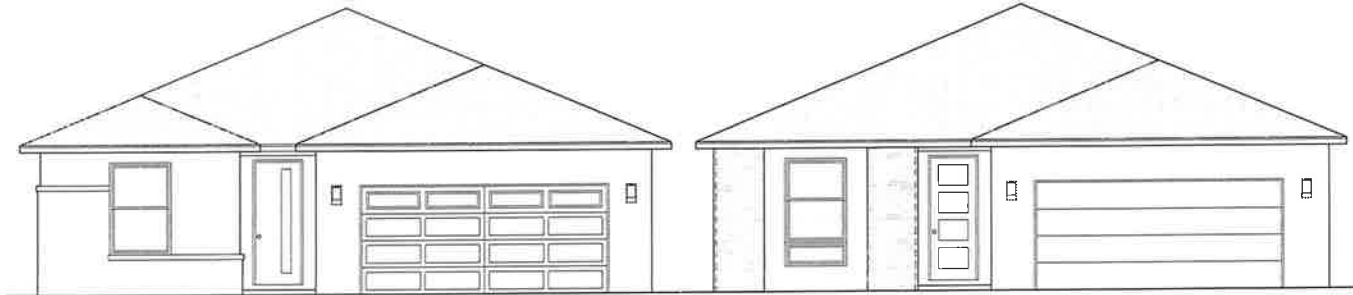
Elevation C

Elevation G



Elevation H

Elevation J



Elevation K

Elevation L



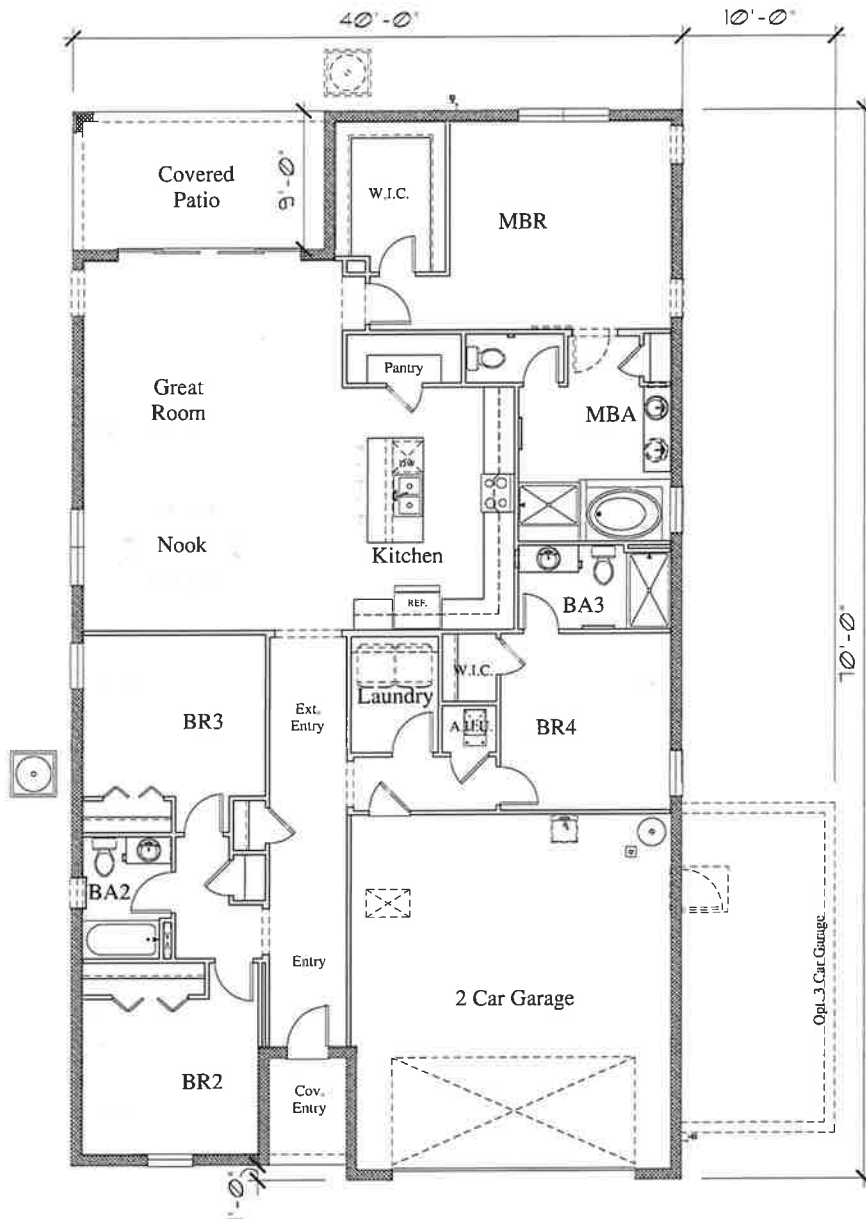
Elevation M

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

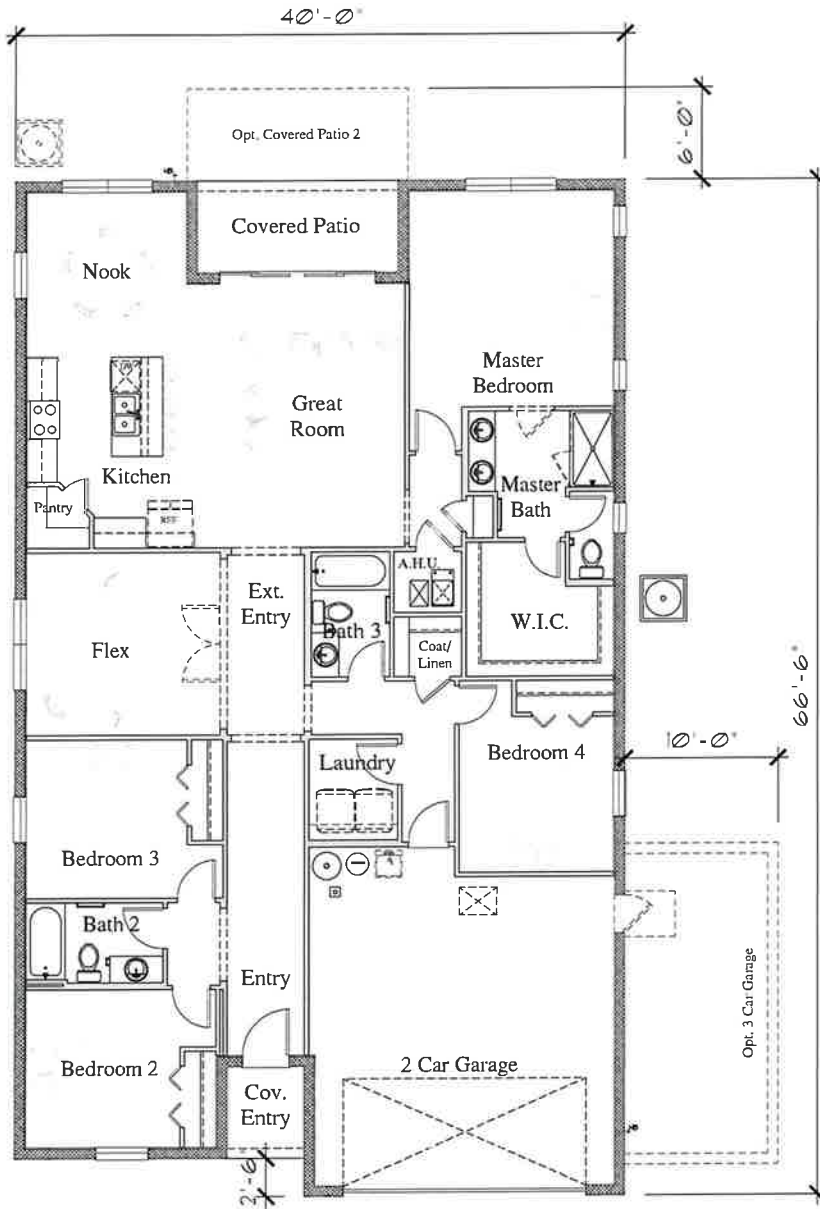
Tarragon

F969

Seasons Collection

Features:

- 2051 Sq. Ft.
- Ranch Home
- 4 Bedrooms
- 3 Baths
- 2 Car Garage
- Opt. 3 Car Garage



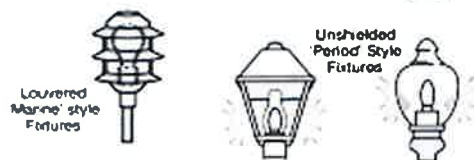
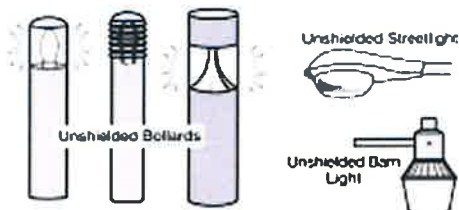
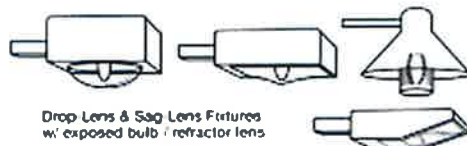
Main Level

TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

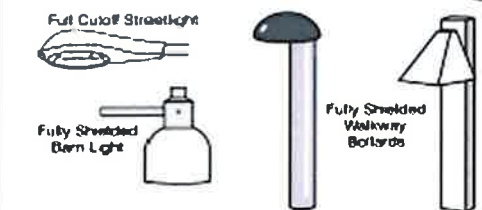
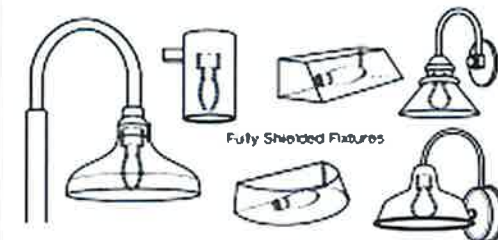
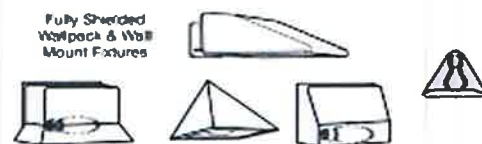
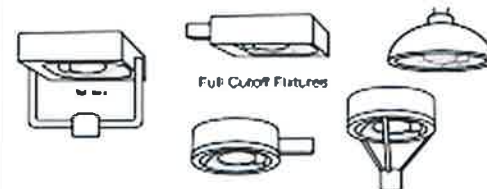
Unacceptable / Discouraged

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/Leatherleaf PUD. Reordered 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>

Diagram illustrating a lot with dimensions and labels:

- Overall width: 50'0" & 60'0"
- Overall depth: 120'0"
- Front setback: 20'0"
- Side setbacks: 5'0" (each side)
- Rear setback: 25'0"
- Labels: TRACT LINE, LOT NUMBER, LOT SQ. FOOTAGE, SETBACK LINES, LOT LINE, R/W LINE
- Lot area: XXX SF

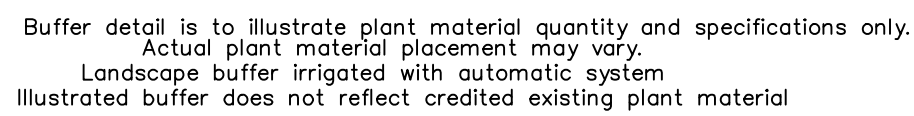
The diagram illustrates a two-lot residential subdivision. The overall width is 60.0', divided into two 30.0' sections. The total depth is 100.0'. A 15.0' wide easement is shown on the left side. The lots are separated by a 0.5' (MAX) lot separation. The setback lines are shown, and the lot lines are indicated. The right-of-way (R/W) line is shown on the right side. The diagram includes labels for the tract line, lot number, lot square footage, lot separation, setback lines, lot line, and R/W line.

Labels in the diagram include:

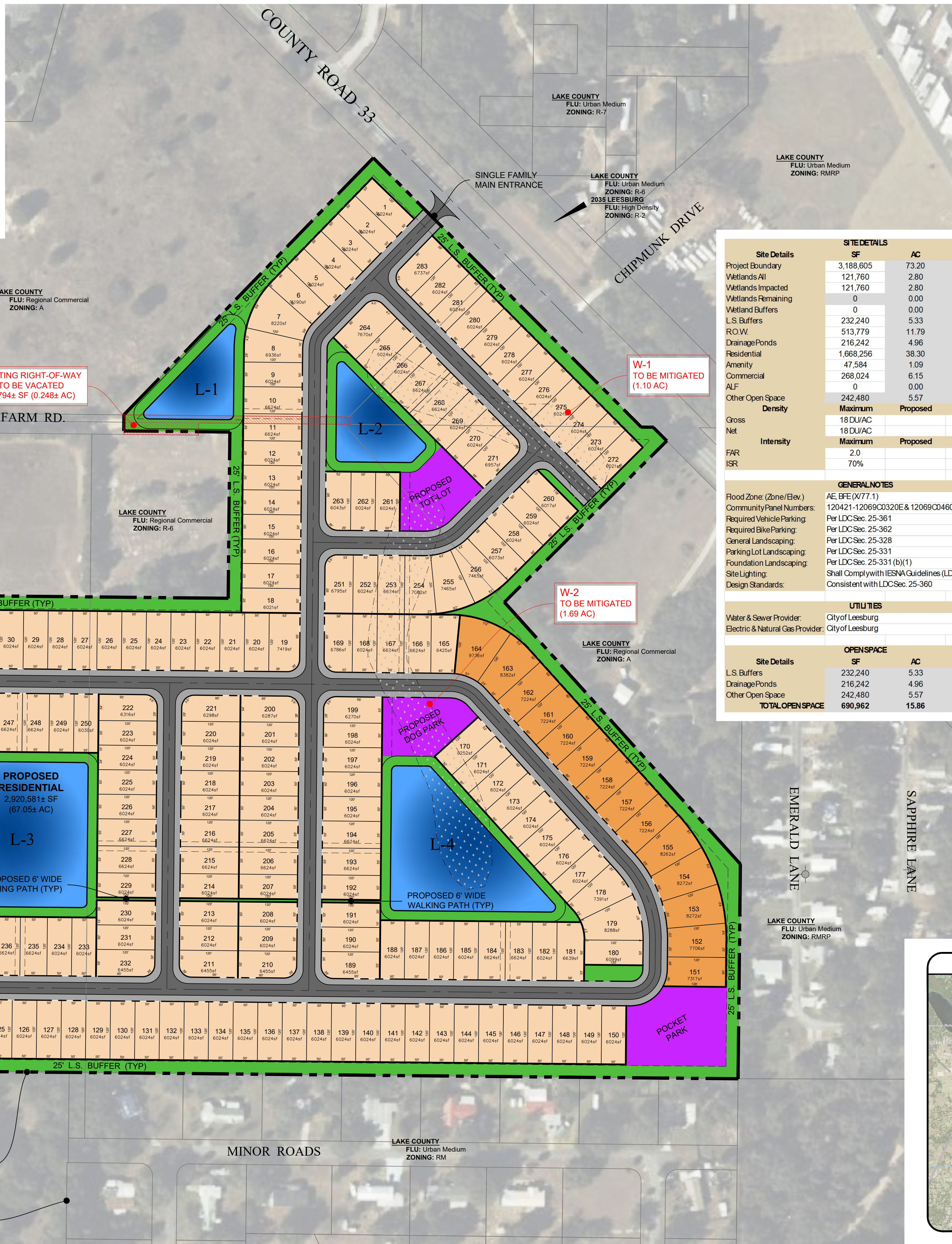
- TRACT LINE
- LOT NUMBER
- LOT SQ. FOOTAGE
- LOT SEPARATION
- SETBACK LINES
- LOT LINE
- R/W LINE

Dimensions shown include:

- 60.0' (total width)
- 30.0' (width of each lot)
- 15.0' (easement width)
- 100.0' (total depth)
- 0.5' (MAX) (lot separation)
- 25.0' (setback from R/W line)



100 Feet of
Typical 25' Landscape Buffer
not to scale



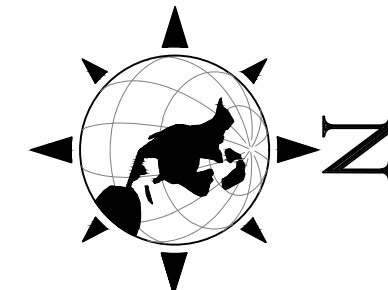
OWNER(S)
Alt Key 2587091, 1774896
Holiday Foliage Inc
P.O. Box 56
Okahumpka, FL 34762-0056

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%
R.O.W.		513,779	11.79	16.11%
Drainage Ponds		216,242	4.96	6.78%
Residential		1,668,256	38.30	52.32%
Amenity		47,364	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%		

REQUEST			
	Jurisdiction	Land Use	Zoning
Existing	Lake Co.	Regional Office	Agricultural/R-6
Proposed	Leesburg	General Commercial	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,	CFD, C-2 & A
		Regional Commercial	

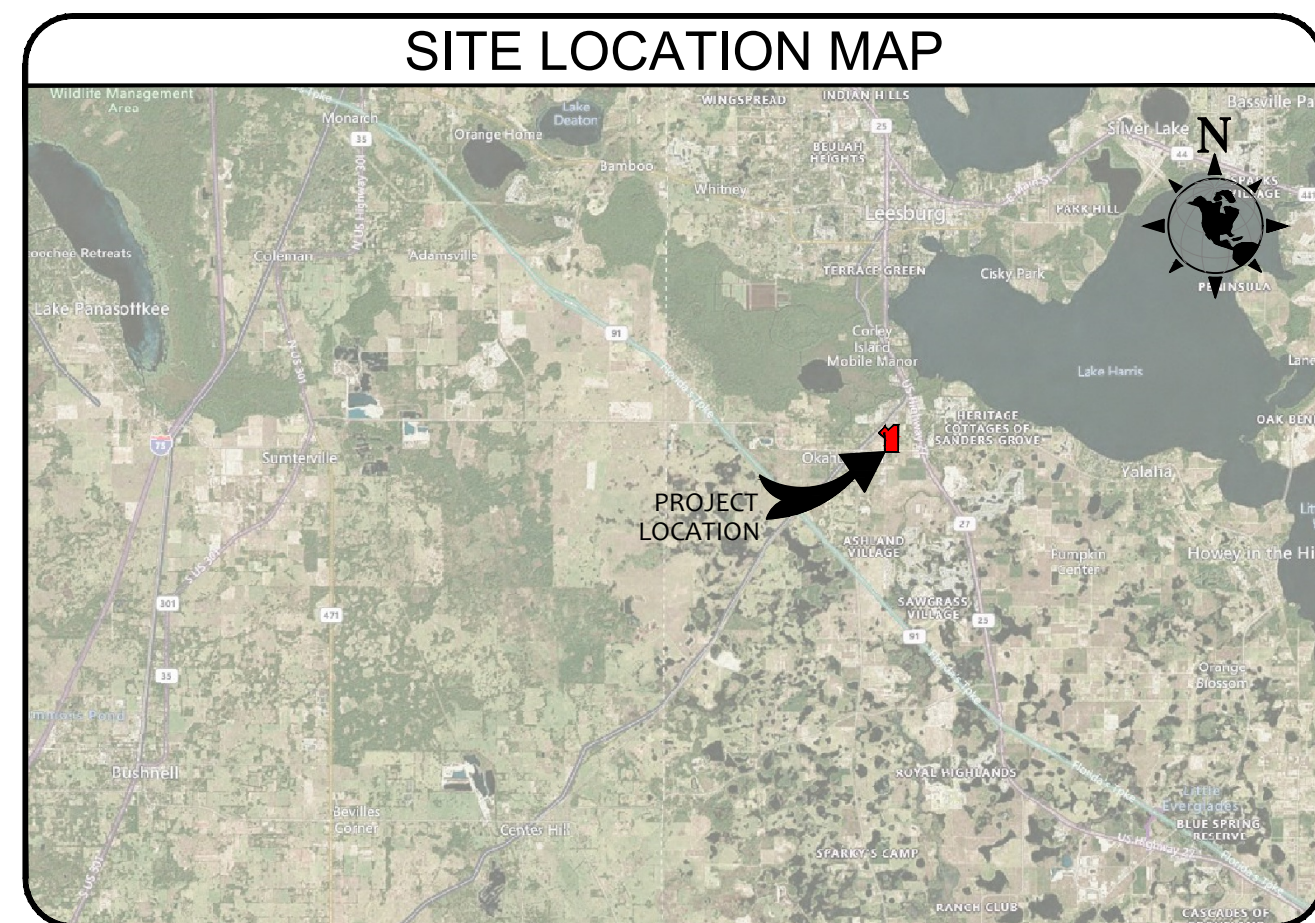
DEVELOPMENT PROGRAM	
Proposed Use	Intensity (Units/ Beds/ Square Feet)
Single Family, Detached	235
Paired Villas	48
Assisted Living Facility (ALF)	0
Amenities	47,584
Medical Office	70,000
Office	30,000
Retail Sales & Services	20,000

[illegible]

	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%

	OPEN SPACE	PER METER BUFFERS (Widths)	
	30'x120' VILLA LOTS	Direction	Width
	50'x120' LOTS	North	25'
	60'x120' LOTS	South	25'
	AMENITY AREA	East	25'
	ADDITIONAL AMENITIES WITH OPEN SPACE	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

[illegible]

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
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MATTHEW J. MORRIS
FL LICENSE NO. 68434

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: April 14, 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.1.

Meeting Date: April 14, 2025

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

Subject: An Ordinance of the City of Leesburg, Florida, adding a PDO (Planned Development Overlay) to the existing R-1-A (Single Family Residential) Zoning on approximately 16.22 +/- acres to allow for agricultural uses for a property generally located east of Number Two Road and south of County Road 48, lying in Section 17, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Number Two Road Agriculture PDO)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to add a PDO (Planned Development Overlay) to the existing R-1-A (Single Family Residential) Zoning to allow for agricultural uses.

Analysis:

The project site is approximately 16.22 +/- acres, and is generally located east of Number Two Road and south of County Road 48 as shown on the attached maps. At this time, the property is undeveloped. The proposal will maintain the permitted uses under the existing R-1-A (Single Family Residential) Zoning as well as permit agricultural uses, such as agricultural uses, including cattle and other large farm animal grazing, planted pine, and/or silviculture. The existing land uses surrounding the property are residential and pasture improved acreage. City of Leesburg utilities are available nearby, though no structures or developments are proposed by this request.

The Planning Commission held a public hearing on the application on March 20, 2025, and recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed PDO (Planned Development Overlay) or,
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADDING A PDO (PLANNED DEVELOPMENT OVERLAY) TO THE EXISTING R-1-A (SINGLE FAMILY RESIDENTIAL) ZONING ON APPROXIMATELY 16.22 +/- ACRES TO ALLOW FOR AGRICULTURAL USES FOR A PROPERTY GENERALLY LOCATED EAST OF NUMBER TWO ROAD AND SOUTH OF COUNTY ROAD 48, LYING IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (NUMBER TWO ROAD AGRICULTURE PDO)

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

Section 1.

Based upon the petition of John McGee and Yvonne McGee (Petitioners) 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, hereby adding a PDO (Planned Development Overlay) to the existing R-1-A (Single Family Residential) Zoning, 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

**Number Two Road Agriculture PDO
PLANNED DEVELOPMENT OVERLAY ZONING
In an R-1-A (Single-Family Residential) Zoning District
March 20, 2025**

These Planned Development Conditions for a PDO (Planned Development Overlay) District are granted by the City of Leesburg, Florida to **McGee Revocable Trust; John McGee and Yvonne McGee**, whose address is **18 Lakeshore Drive, Leesburg, FL 34797, "Permittee"** for the purposes, terms and conditions set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 *Planned Development Process* of the City of Leesburg Code of Ordinances, as amended.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high-quality built environment through the application of flexible and diversified land use and development requirements.

BACKGROUND

The "Permittee" has submitted an application to request a PDO (Planned Development Overlay) zoning district on an approximately 16.22-acre site within the City of Leesburg in accordance with their Planned Development Overlay application and supplemental information. The property is currently zoned R-1-A (Single Family Residential), with Future Land Use designations of City Estate Residential and Conservation. The site is currently undeveloped. The purpose is to utilize the property for agricultural uses.

REQUEST

1. Add a Planned Development Overlay (PDO) to a R-1-A (Single Family Residential) zoning to allow agricultural uses.

1. PERMISSION

Permission is hereby granted to the **McGee Revocable Trust; John McGee and Yvonne McGee**, whose address is **18 Lakeshore Drive, Leesburg, FL 34797, "Permittee"** to operate and maintain a PDO (Planned Development Overlay) in and on real property in the City of Leesburg, subject the conditions described in this document. The property is generally located east of Number Two Road and south of County Road 48, and is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION

See attached legal Exhibit "B"

3. LAND USES

The above-described property shall be used for the R-1-A (Single Family Residential) uses with a PDO (Planned Development Overlay) as limited herein, and pursuant to City of Leesburg development codes and standards.

A. Uses

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area within the property boundaries, as shown on the Survey, Exhibit C.
- 2) Permitted uses:
 - a. Uses which are permitted within the R-1-A (Single Family Residential) District
 - b. Animal husbandry, for animals such as cattle, goats, llamas, alpacas, sheep, horses, and rabbits.
 - c. Fowl husbandry, such as chicken, geese, guinea hens, and ducks.
 - d. Silviculture, such as planted pine.
 - e. Crops, such as hay, sod, vegetables, and fruits.
 - f. Accessory structures, such as shade structures, barns, and storage, subject to requirements under City of Leesburg Code of Ordinances, Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
 - g. Any other similar uses which are considered accessory to permitted uses which do not adversely impact the adjoining properties due to traffic, noise, dust, etc.
- 3) Uses prohibited shall be as follows:
 - a. All other uses not specifically approved herein or under the R-1-A (Single Family Residential) zoning district.
 - b. On-site retail and sales, including of agricultural products.
 - c. On-site slaughtering of animals.
 - d. Keeping of pigs and/or hogs.
 - e. Any other uses which are considered to adversely impact the adjoining properties due to traffic, noise, dust, etc.

4. **SITE ACCESS**

- A. Access shall be maintained and shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

5. **DEVELOPMENT STANDARDS AND OPERATIONS**

- A. The minimum development standards, including, but not limited to, setbacks, maximum building height, impervious surface, open space, and parking requirements shall be those required for the R-1-A (Single Family Residential) zoning district except as amended by these conditions, which may limit the permitted uses based on site plan and parking requirements.
- B. Section 25-292 (2) *Accessory and temporary structures: minimum yard regulations*.
- a. Except as provided in this section, unattached accessory or temporary structures such as tube and canvas structures, vendor trailers and vehicles etc. shall not project or be placed into the required front yard(s) in front of the principal structure or encroach into easements, parking areas, drive aisles, buffer areas or other required site plan areas except as permitted in section 25-292(18). Cabanas, outdoor shelters, sheds, work shops and other enclosed and temporary structures may be constructed in a required rear yard. Accessory structures, which are not attached to a principal structure, may be erected in accordance with the following requirements:
 1. An accessory building not exceeding twelve (12) feet in height may occupy not more

than thirty (30) percent of a required rear yard.

2. An accessory building exceeding twelve (12) feet in height may be permitted where an additional two (2) feet of setback is provided for every additional foot of height above twelve (12) feet to a maximum of the height of the principal structure or the height allowed in the district where located, whichever is less.

3. No accessory structure shall be located within five (5) feet of side or rear property lines.

4. No accessory structure shall be located closer to the street than the front yard setback required for a principal structure in the district in which such accessory structure may be located.

5. Corner lots shall be considered to have two (2) front yards.

6. Vehicles including tractor trailers, shipping containers, manufactured housing and mobile homes, shall not be used as permanent storage buildings, utility buildings, or other such uses.

b. When an accessory structure is attached to the principal building, it shall comply in all respects with the yard requirements applicable to the principal building.

c. Tube and canvas structures shall be prohibited in the front and side yards of all districts except for the industrial district where screening from the public right-of-way and adjacent residential properties shall be required. Existing approved tube and canvas structures permitted prior to December 12, 2011 shall comply with all provisions of this chapter by June 1, 2013.

C. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-424* City of Leesburg Code of Ordinances, as amended.

6. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in these approved Planned Development Overlay Conditions, or as set forth in the underlying zoning district. Any other proposed use must be specifically authorized through rezoning the property, or 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 Code of Ordinances.

C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in this agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this agreement as established herein 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 Planned Development Overlay 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 herein set out.

- F. The granting of this Planned Development Overlay does not exempt the applicant from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

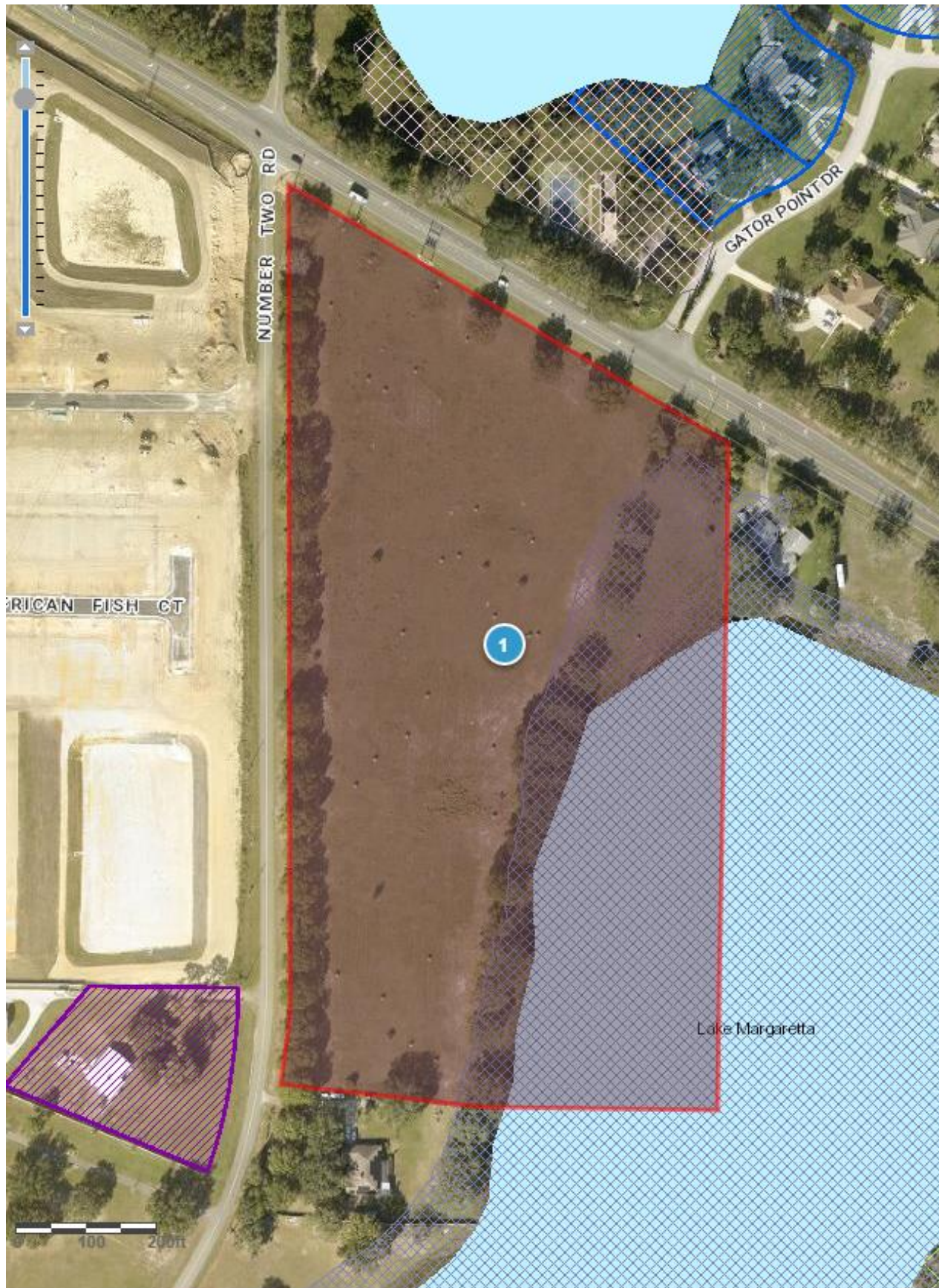
LEGAL DESCRIPTION

EXHIBIT B (from Property Record Card)

Parcel ID Altkeys: 3855904

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE NORTH N 1/2 OF GOVERNMENT LOT 4 LYING SOUTHWESTERLY OF STATE ROAD 48, THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH 1/2 OF GOVERNMENT LOT 4 IN SECTION 17 TOWNSHIP 20 SOUTH RANGE 25 EAST--LESS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH 1/2 OF GOVERNMENT LOT 4, RUN EAST 318.87 FEET & POINT A, RETURN TO THE POINT OF BEGINNING, RUN NORTH 31.93 FEET, SOUTHEASTERLY 320.37 FEET TO POINT A & LESS FROM THE WEST 1/4 CORNER OF SAID SECTION 17 RUN SOUTH 00-55-10 WEST 145.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 48 FOR THE POINT OF BEGINNING, RUN SOUTH 59-30-40 EAST 31.18 FEET, SOUTH 00-15-01 WEST 295.81 FEET, SOUTH 00-00-39 WEST 59.72 FEET, SOUTH 00-09-16 EAST 951.55 FEET, NORTH 83-32-45 WEST 49.58 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, THENCE NORTH 00-55-10 EAST 1317.49 FEET TO THE POINT OF BEGINNING OF ROAD RIGHT OF WAY-- ORB 6277 PG 1091



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

DATE: March 20, 2025

OWNER: McGee Revocable Trust

PETITIONER: John & Yvonne McGee

PROJECT: Number Two Road Agriculture PDO

REQUEST: Planned Development Overlay to allow agricultural uses including grazing animals and planted pine.

CASE NO.: PUD-25-460

GENERAL LOCATION: East of Number Two Road and south of County Road 48.

FUTURE LAND USE DESIGNATION: City Estate Residential and Conservation.

SURROUNDING FUTURE LAND USE DESIGNATION:

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

PROPOSED FUTURE LAND USE DESIGNATION: No change proposed.

EXISTING ZONING DESIGNATION: R-1-A (Single Family Residential)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County A (Agriculture), R-1 (Rural Residential District)
South – Lake County R-1 (Rural Residential District), R-2 (Estate Residential District);
City of Leesburg PUD (Planned Unit Development), A (Agriculture)
East – Lake County A (Agriculture), R-2 (Estate Residential District)
West – Lake County R-1 (Rural Residential District); City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: R-1-A (Single Family Residential), with a PDO to allow agricultural uses.

EXISTING LAND USE: Undeveloped land.

SURROUNDING LAND USE:

North – Residential; Pasture Improved Hay Acreage
South – Residential; Pasture Improved Hay Acreage
East – Residential; Pasture Improved Hay Acreage
West – Residential

PROPOSED LAND USE: Agricultural uses, including cattle and other large farm animal grazing, planted pine, and/or silviculture.

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

DATE: March 20, 2025
OWNER: McGee Revocable Trust
PETITIONER: John & Yvonne McGee
PROJECT: Number Two Road Agriculture PDO
REQUEST: Planned Development Overlay to allow agricultural uses including grazing animals and planted pine.
CASE NO.: PUD-25-460

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 3/14/2025.

FIRE

In reference to Case Number - PUD-25-460 – Number Two Rd Agriculture PDO

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- PUD-25-460 – Number Two Rd Agriculture PDO 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 base life support (BLS) unit arrived in 240 seconds or less travel time.

– Amanda Stevenson 3/15/2025.

ELECTRIC

Electric has no issues. This is outside of Leesburg Electric Service Territory. – Steve Davis, 2/26/2025.

GAS

Gas Department- No Comment – Wayne Williams, 2/27/2025.

GIS/ADDRESSING:

GIS has no comments. – Nicholas Tota, 2/26/2025.

BUILDING

No comments received as of 3/14/2025.

PUBLIC WORKS

Public Works has no issues with this item. – Cliff Kelsey, 3/3/2025

HOUSING & REDEVELOPMENT

No comments received as of 3/14/2025.

LAKE COUNTY PUBLIC WORKS

I have no comment. – Seth Lynch, 2/28/2025

LAKE COUNTY SCHOOLS

No comments received as of 3/14/2025.

PUBLIC RESPONSES

Approval

Disapproval

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL)

PUBLIC COMMENTS (DISAPPROVAL)



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, MARCH 20, 2025, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 20, 2025, in the Commission Chambers at City Hall. Commissioner Ted Bowersox called the meeting to order at 4:35 p.m.

The following Commission members were present:

Tim Sennett
Nathaniel Sanders
Ted Bowersox
John O'Kelley
Stewart Kaplan
Ze'Shieca Carter
Ken Simeone

The following Commission members were absent:

Frazier J. Marshall
Darin Akkerman

City staff that was present included Dan Miller, Planning & Zoning Director, Kandi Harper, Deputy Director of Planning, Dianne Yekel, Senior Planner, and Melissa Medders, Planner. City Attorney Jennifer Cotch was also present.

The meeting opened with an invocation given by Commissioner Ted Bowersox and the Pledge of Allegiance to the Flag.

Senior Planner Dianne Yekel swore in staff as well as anyone wishing to speak.

Dan Miller, Planning & Zoning Director, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR FEBRUARY 20, 2025.

Commissioner Carter moved to APPROVE the minutes from the February 20, 2025 meeting. Commissioner Carter SECONDED the motion, which was PASSED by a vote of 6 to 0.

VEECH ROAD, AS LEGALLY DESCRIBED IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(WITHDRAWN BY APPLICANT)**

Commissioner Sanders made a motion to POSTPONE case # PUD-25-463 – HESTER PROPERTY – PLANNED UNIT DEVELOPMENT. Commissioner Carter SECONDED the motion which PASSED by a voice vote of 7 to 0.

3) PUBLIC HEARING CASE # CUP-25-465 – SKYWAY TOWERS (2021 TALLY ROAD) CUP – CONDITIONAL USE PERMIT

A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT OF A COMMUNICATIONS TOWER IN THE EXISTING M-1 (INDUSTRIAL) ZONING DISTRICT ON 15.02 +/- ACRES GENERALLY LOCATED SOUTH OF TALLY ROAD AND EAST OF TALLY BOX ROAD, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(FINAL DECISION IS BY THE PLANNING COMMISSION).** (Skyway Towers CUP) **(APPLICANT REQUEST TO POSTPONE UNTIL APRIL 24, 2025)**

Commissioner Sanders made a motion to POSTPONE case # CUP-25-465 – SKYWAY TOWERS (2021 TALLY ROAD) CUP – CONDITIONAL USE PERMIT. Commissioner Bowersox SECONDED the motion which PASSED by a voice vote of 7 to 0.

4) PUBLIC HEARING CASE # PUD-25-460 – NUMBER TWO RD AGRICULTURE PDO – PLANNED DEVELOPMENT OVERLAY

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ADDING A PLANNED DEVELOPMENT OVERLAY OVER THE EXISTING R-1-A (SINGLE FAMILY RESIDENTIAL) ZONING ON APPROXIMATELY 16.22 +/- TO ALLOW AGRICULTURAL USES, FOR A PROPERTY GENERALLY LOCATED EAST OF NUMBER TWO ROAD AND SOUTH OF COUNTY ROAD 48, AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 14TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, APRIL 28TH, 2025)** (Number Two Road Agriculture PDO)

Dan Miller introduced case number # *PUD-25-460 – NUMBER TWO RD AGRICULTURE PDO – PLANNED DEVELOPMENT OVERLAY* into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller said this is a request for a Planned Development Overlay to an existing R-1-A zoning district to allow for agricultural uses on approximately 16.2 acres of land. The property is generally located on the south side of County road 48 and east of Number Two Road.

Deputy Director Kandi Harper presented the maps and photo exhibits demonstrating the area of the proposed site for the case.

Mr. Miller gave some background information on the project. He said that as provided in City of Leesburg Code of Ordinances, Sec. 25-269. - *Establishment of districts* (2), the A (Agricultural) zoning district is inactive and no new lands in the City shall be rezoned to such a designation. However, in this particular location and circumstance, agricultural uses are compatible with the surrounding uses and do not pose or create a detriment to the surrounding properties. Uses such as animal husbandry, fowl husbandry, silviculture, and crops, are appropriate for the property in question. The underlying R-1-A (Single Family Residential) zoning district uses shall remain to allow both the above agricultural uses, and single-family residential uses. In determining a solution to the use of the property in a manner consistent with the area, staff determined that the use of a Planned Development Overlay (PDO) would allow an appropriate use of the currently undeveloped land, and maintain compatibility with the underlying zoning and Sec. 25-269 (2) of the City's Code.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. When no comments are provided, this indicates that the department has the capacity to serve the proposed development. This project is outside the Leesburg Electric territory. There were no comments from the Lake County School Board or Lake County Public Works. For Public responses, per Florida Statute and City of Leesburg Code of Ordinance notice requirements, the project was legally advertised, posted and letters sent out to the surrounding property owners. There were no public responses received.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed request on the subject property for the addition of a Planned Development Overlay, is compatible with the existing zoning district of R-1-A (Single Family Residential), and the surrounding zoning districts including Lake County A (Agriculture), R-1 (Rural Residential District), R-2 (Estate Residential District); City of Leesburg PUD (Planned Unit Development), and A (Agriculture).
2. There is no change proposed to the Future Land Use designation of Estate Residential and Conservation. The proposed request for the addition of a Planned Development Overlay, is compatible with the current surrounding Future Land Use designations, including Lake County Urban Low Density, Rural Transition; and City of Leesburg Estate Residential.
3. The addition of the proposed Planned Development Overlay will allow for agricultural uses consistent with the surrounding land uses of the surrounding properties, without violating and Sec. 25-269 (2) of the City's Code.
4. The proposed request does not appear to create a detriment to surrounding properties, based on the location and proximity to compatible development, and is consistent with the City of Leesburg Comprehensive Plan, Future Land Use Element, Goal 1, Objective 1.1, a. *Estate Residential*, to permit non-residential uses with a Planned Development zoning.

Action Requested:

1. Vote to **approve** the addition of a Planned Development Overlay on a R-1-A (Single Family Residential), and forward this recommendation to the City Commission for consideration. Doug Wade, owner of Two Boats Investments, LLC, owns a surveying business in Lady Lake. They want to move their office closer to Leesburg, which is where him and his wife live. The warehouse will store the work trucks. They will remodel the existing building for an office.

John McGee, 18 Lake Shore Dr, stated that when he bought this property it was to maintain the rural character of the area.

Commissioner O’Kelley made a motion to APPROVE case # PUD-25-460 – NUMBER TWO RD AGRICULTURE PDO – PLANNED DEVELOPMENT OVERLAY. Commissioner Carter SECONDED the motion which, PASSED by a voice vote of 7 to 0.

The roll call vote was:

Commissioner O’Kelley	Yes
Commissioner Kaplan	Yes
Commissioner Sanders	Yes
Commissioner Bowersox	Yes
Chairman Sennett	Yes
Commissioner Carter	Yes
Commissioner Simeone	Yes

Seven yeas, zero nays, the Planning Commission voted to PUD-25-460 – NUMBER TWO RD AGRICULTURE PDO – PLANNED DEVELOPMENT OVERLAY.

5) PUBLIC HEARING CASE # SSCP-25-451 – BAR KEY II/GRACE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 39.05 +/- ACRES FROM LAKE COUNTY RURAL TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 5, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025) (Bar Key II/Grace Groves SSCP) **(APPLICANT REQUEST TO POSTPONE UNTIL APRIL 24, 2025)**

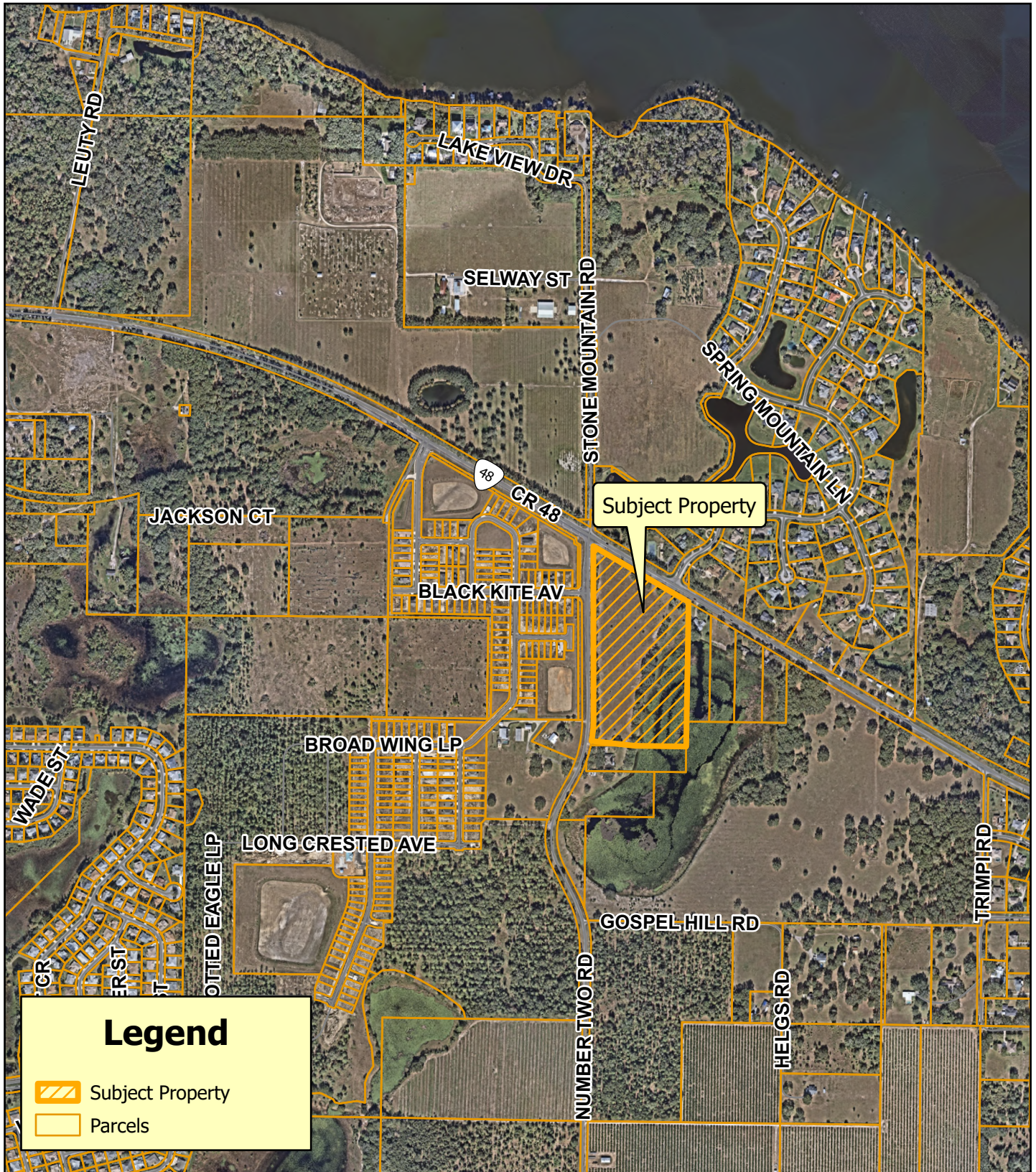
Commissioner Kaplan made a motion to POSTPONE case # SSCP-25-451 – BAR KEY II/GRACE GROVES – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT. Commissioner Bowersox SECONDED the motion which PASSED by a voice vote of 7 to 0.

6) PUBLIC HEARING CASE # PUD-25-452 – BAR KEY II/GRACE GROVES – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING OF APPROXIMATELY 39.05 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), FOR A PROPERTY GENERALLY LOCATED NORTH OF EAST DEWEY ROBBINS ROAD AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 25, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, MAY 12TH, 2025 AND SECOND READING IS TENTATIVELY SCHEDULED FOR MONDAY, JUNE 23RD, 2025) (Bar Key II/Grace Groves SSCP) **(APPLICANT REQUEST TO POSTPONE UNTIL APRIL 24, 2025)**

Commissioner Sanders made a motion to POSTPONE case # PUD-25-452 – BAR

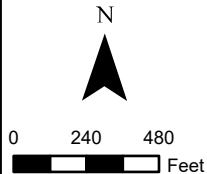
Extended Aerial



Aerial

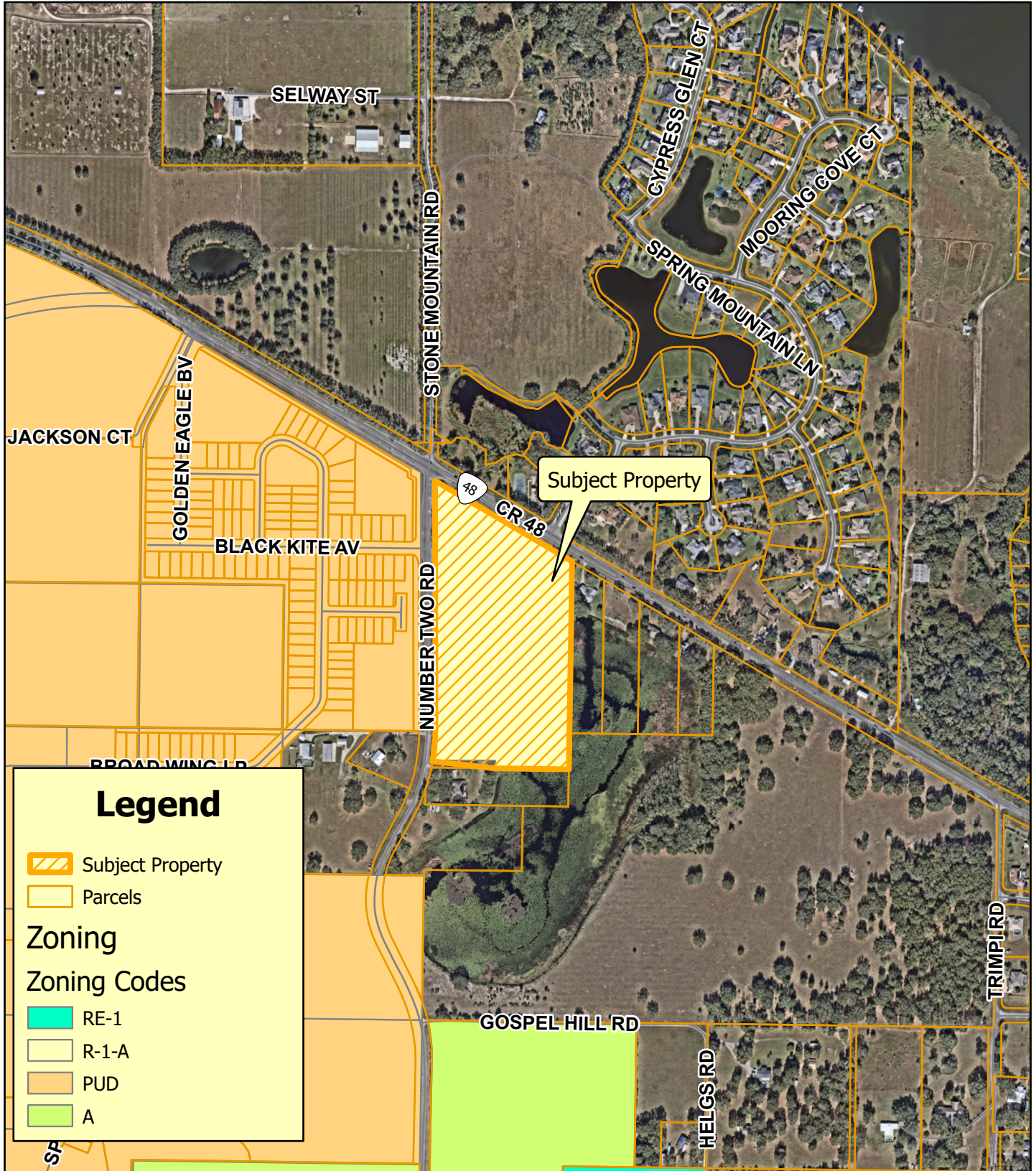


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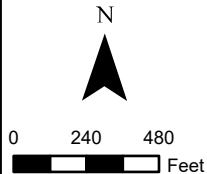


Number Two Road Agriculture PDO
PUD-25-460
Alternate Key(s): 3855904
Section 17, Township 20 South, Range 25 East
February 19, 2025

Zoning

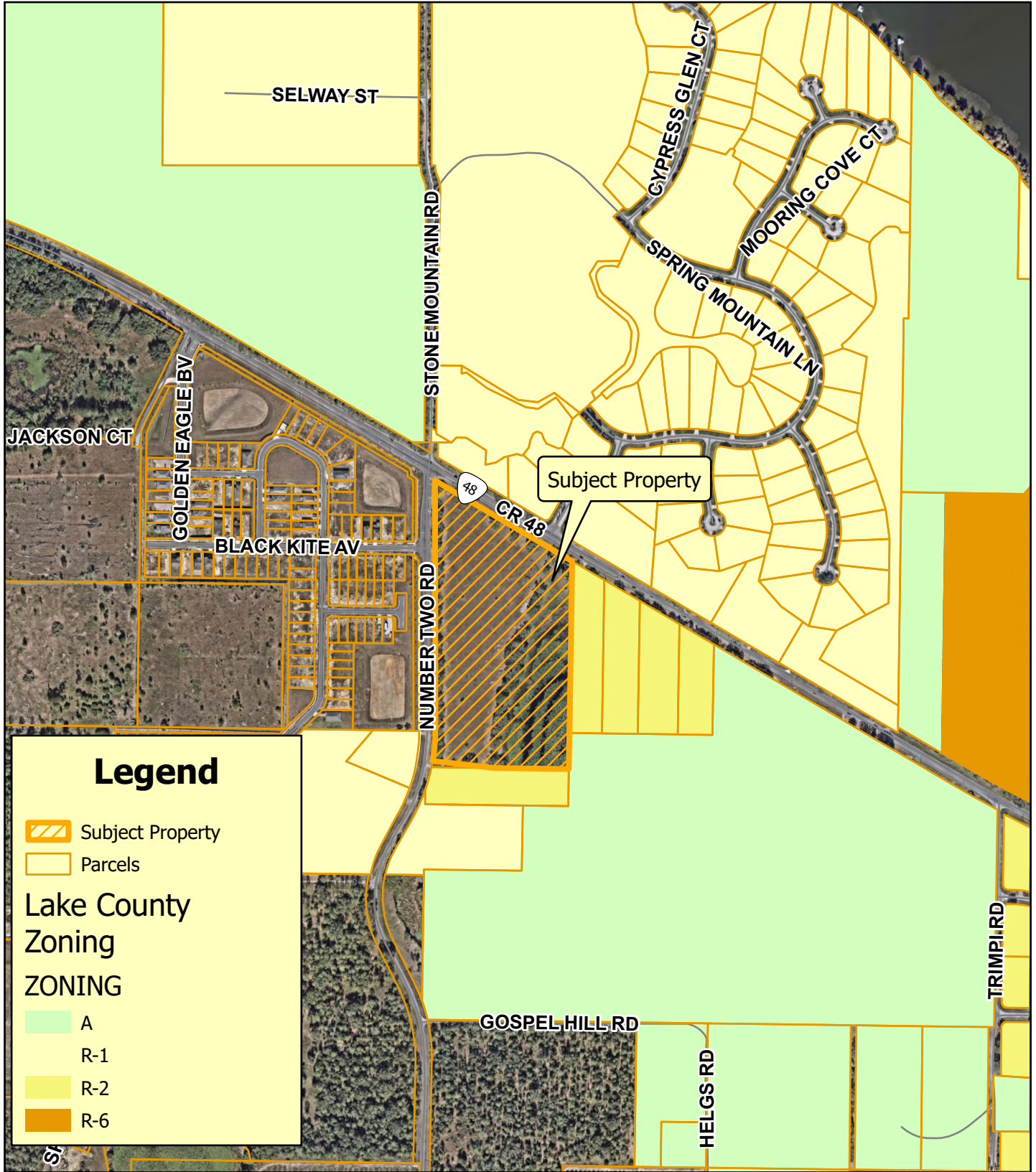


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Division**

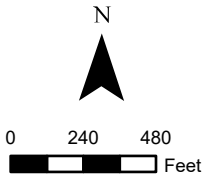


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Lake County Zoning

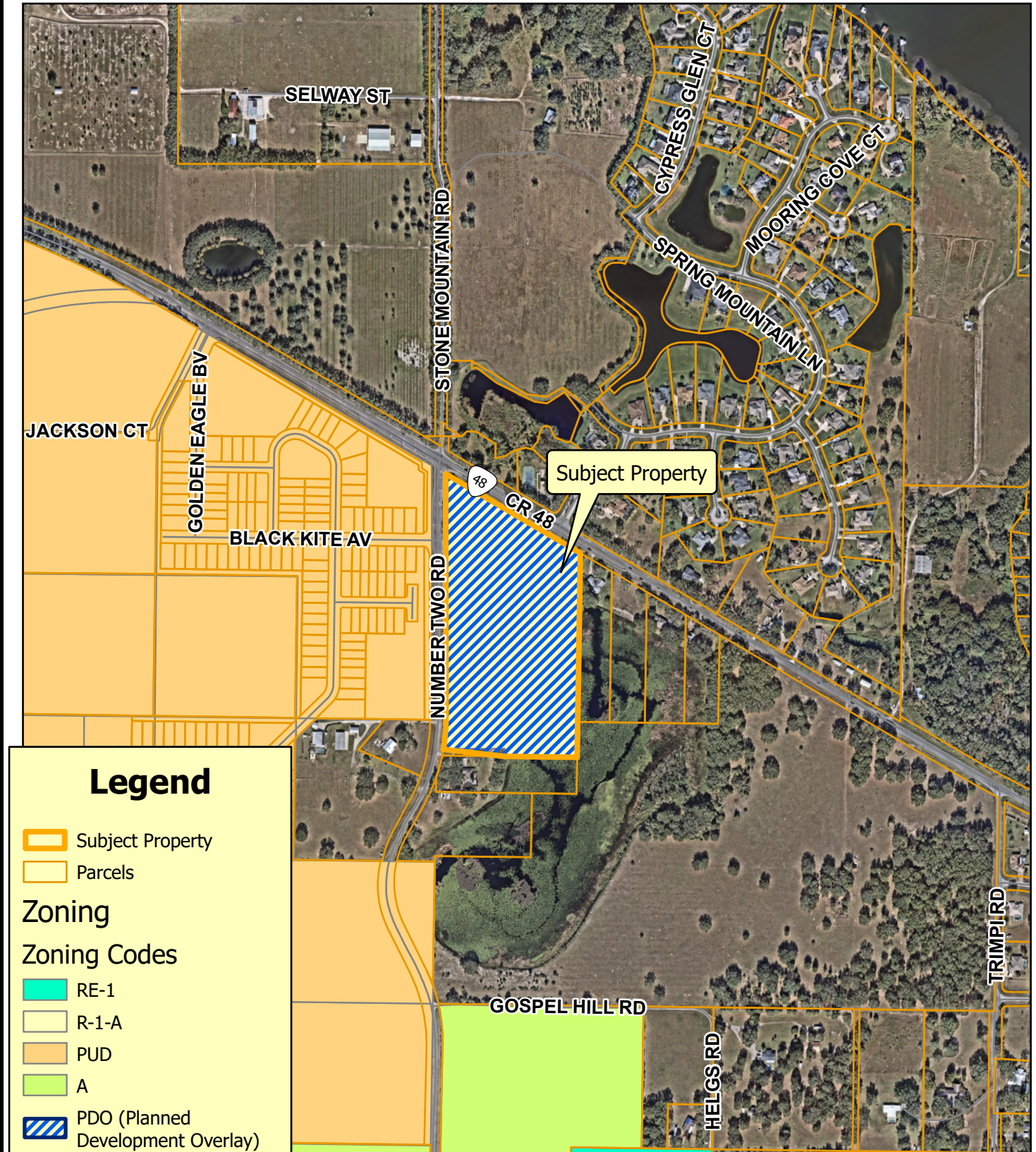


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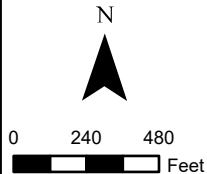


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February 19, 2025

Proposed Action

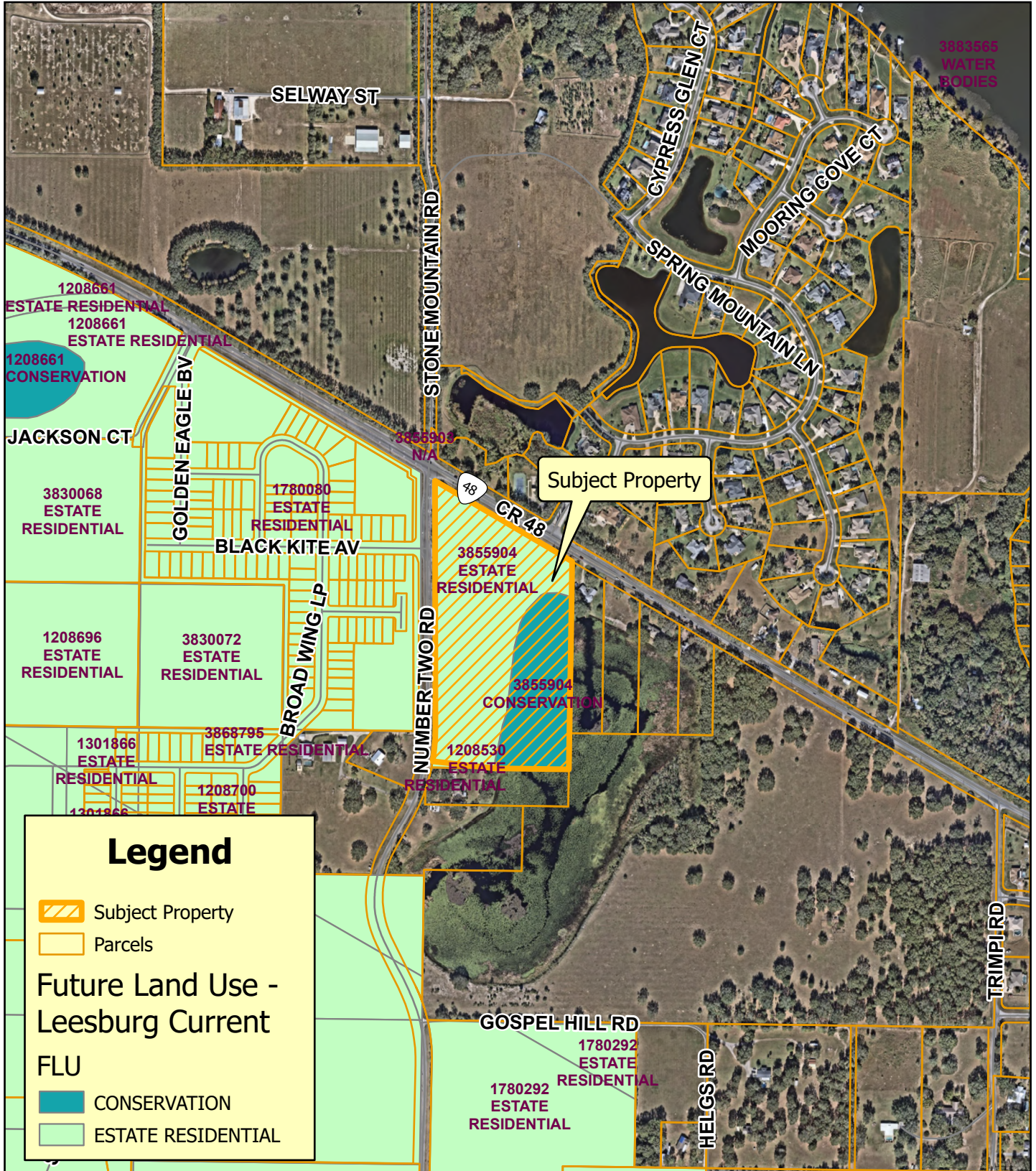


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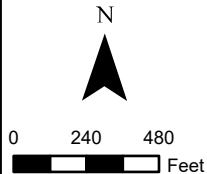


Number Two Road Agriculture PDO
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February 19, 2025

Future Land Use

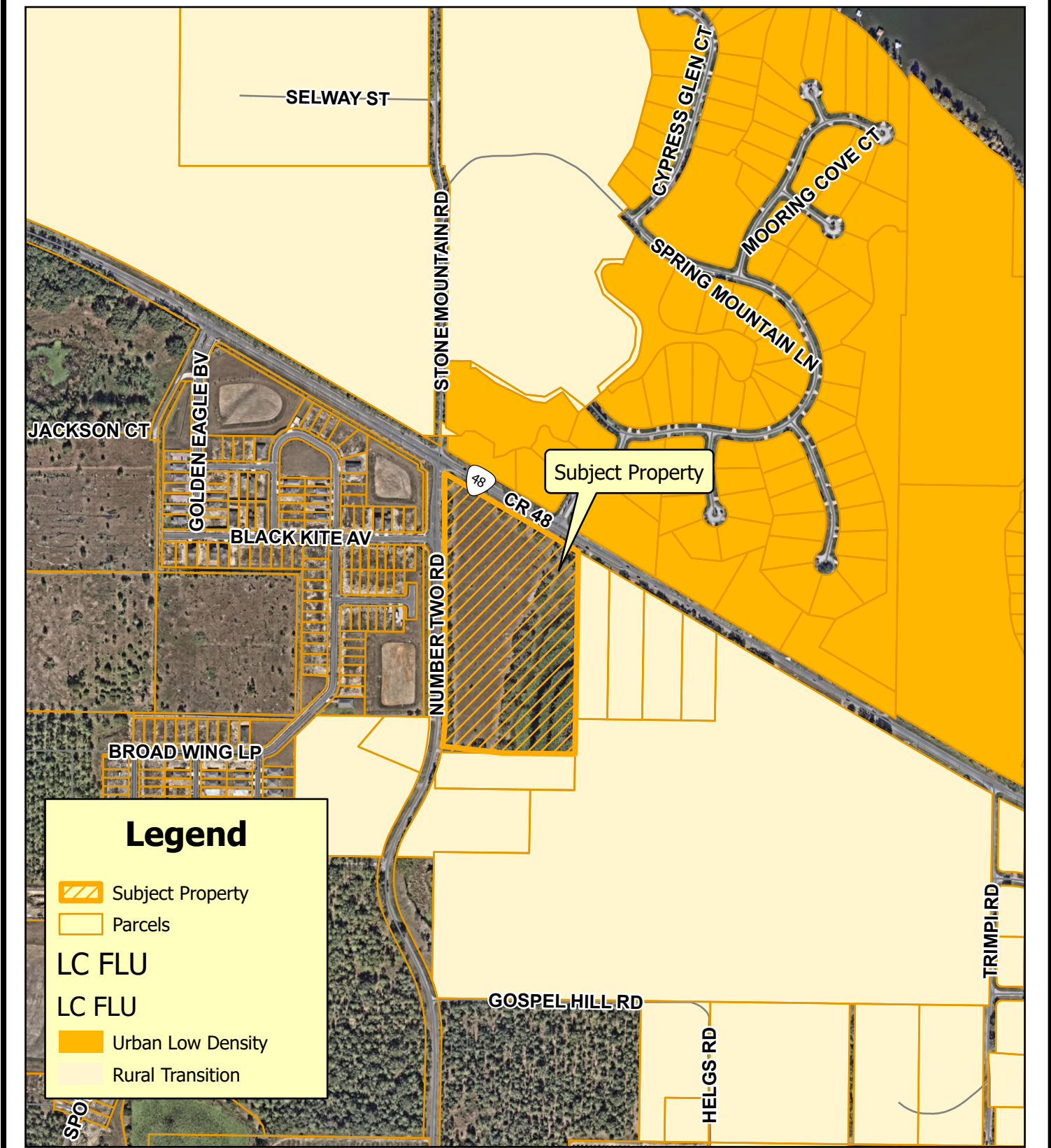


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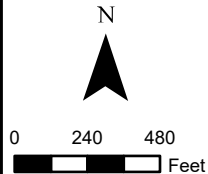
Lake County Future Land Use



Surrounding Land Uses

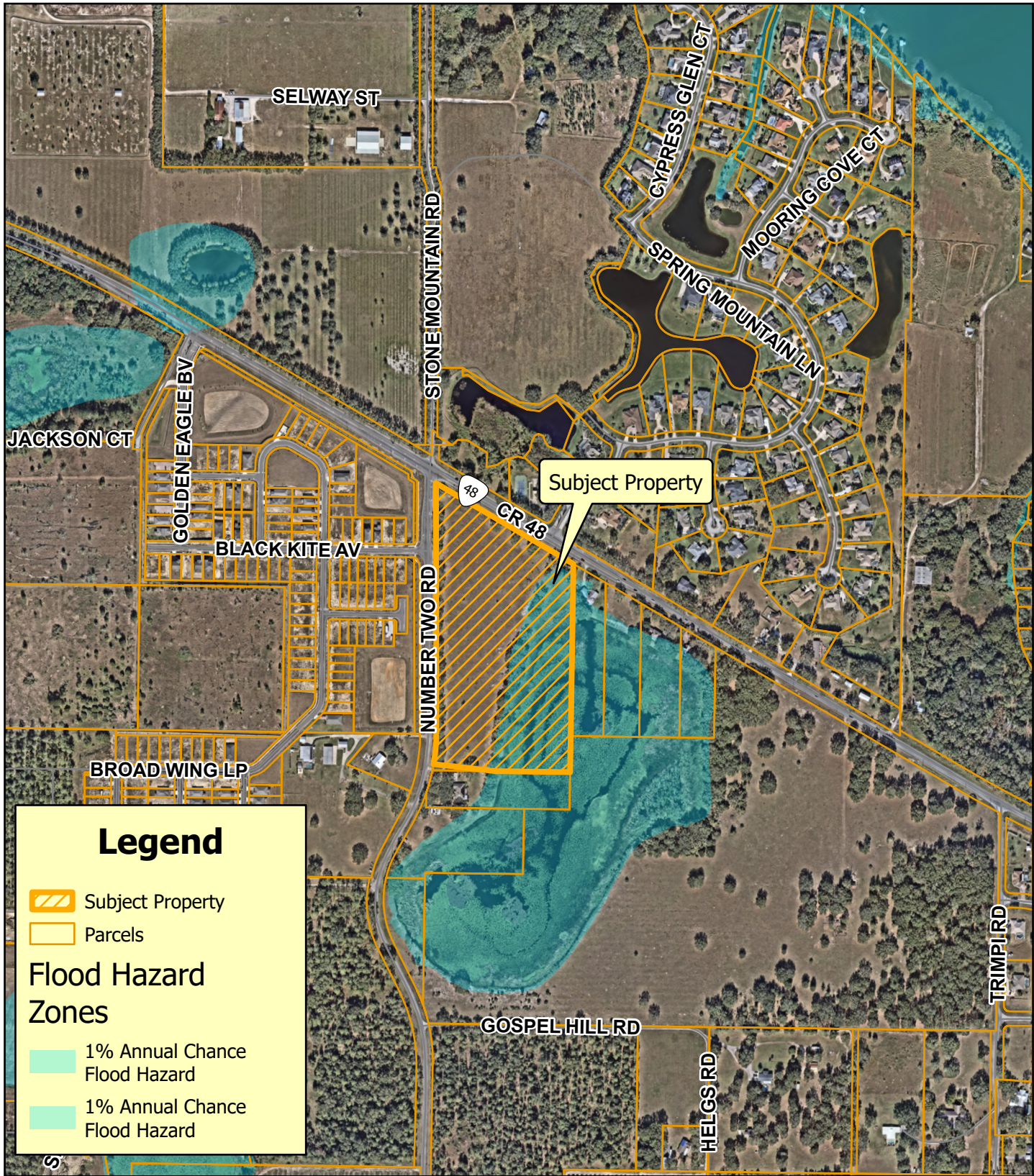


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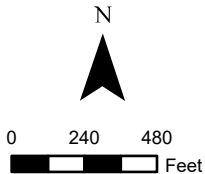


Number Two Road Agriculture PDO
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Section 17, Township 20 South, Range 25 East
February 19, 2025

Flood Zone

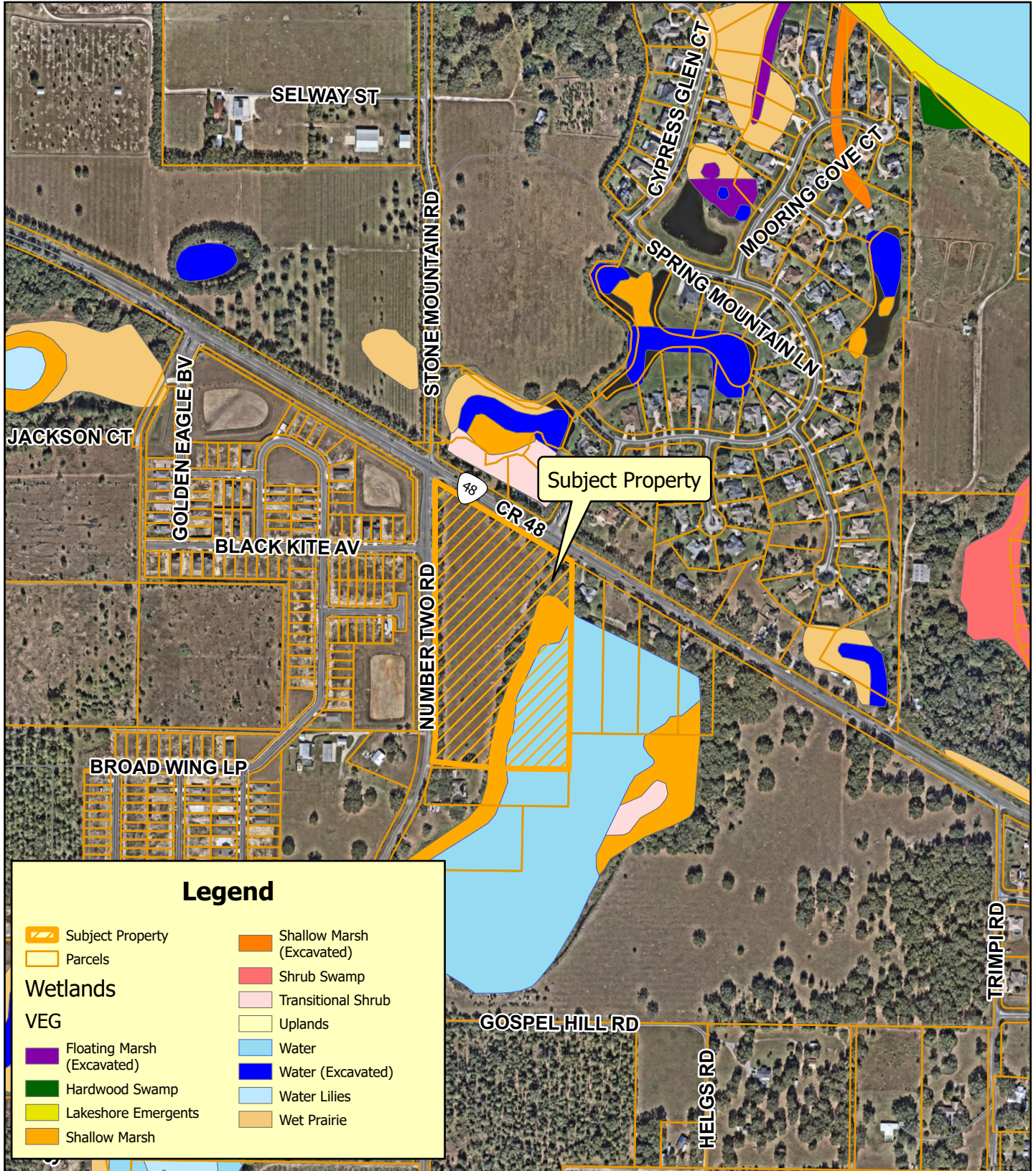


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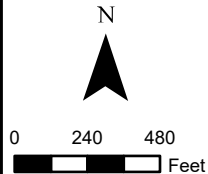


Number Two Road Agriculture PDO
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Section 17, Township 20 South, Range 25 East
February 19, 2025

Wetlands

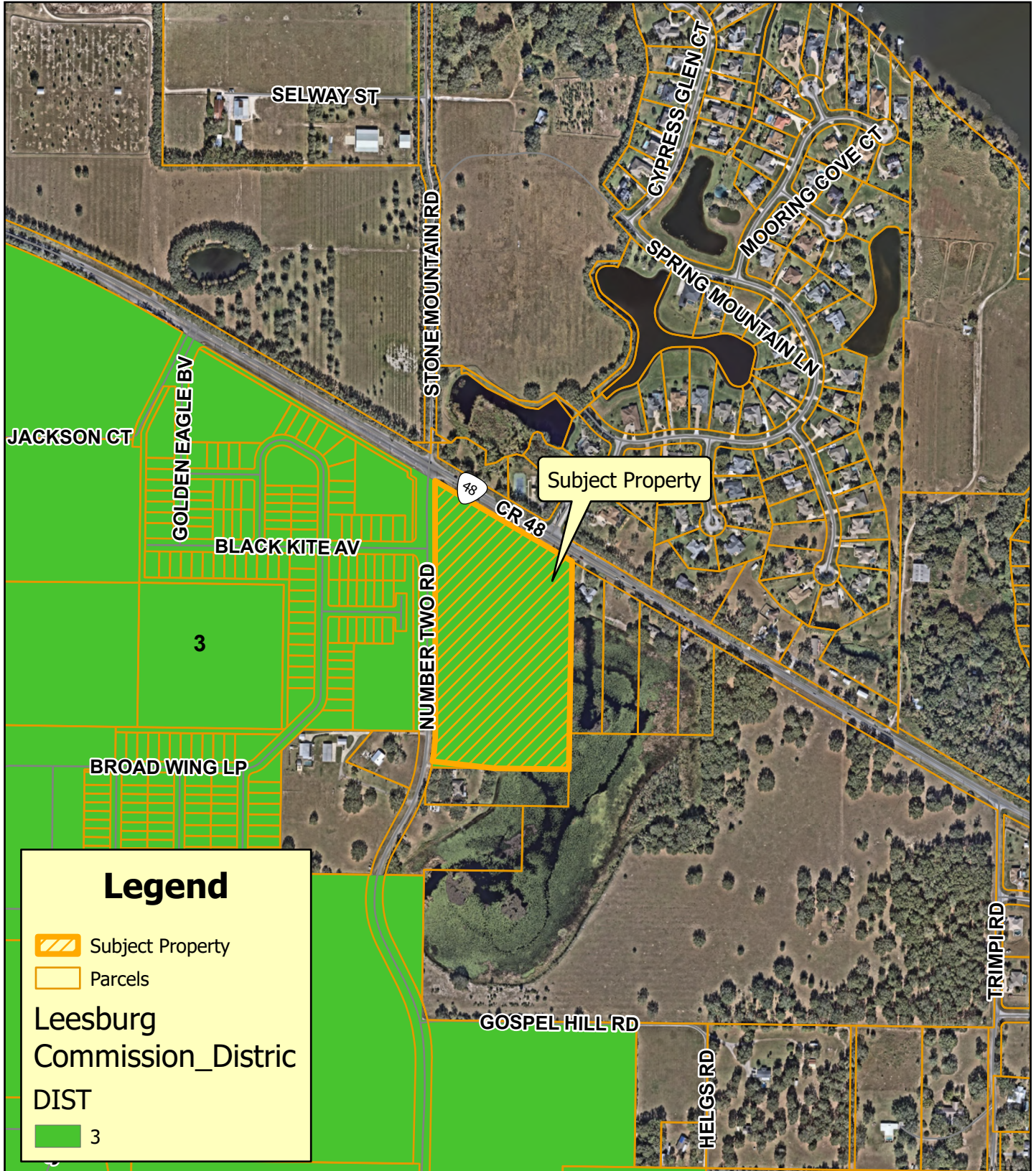


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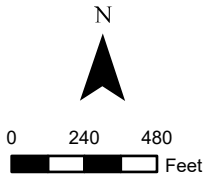


Number Two Road Agriculture PDO
PUD-25-460
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Section 17, Township 20 South, Range 25 East
February 19, 2025

Commission District



**Planning
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Division**



Number Two Road Agriculture PDO
PUD-25-460
Alternate Key(s): 3855904
Section 17, Township 20 South, Range 25 East
February 19, 2025



Closeup of Sign on Subject Property from County Road 48.



Looking North across County Road 48 from Subject Property.



Looking East along County Road 48 from Subject Property.



Looking South onto Subject Property from County Road 48.



Looking West along County Road 48 from Subject Property.



Closeup of Sign on Subject Property on Number Two Road.



Looking North along Number Two Road from Subject Property.



Looking East onto Subject Property from Number Two Road.



Looking South along Number Two Road from Subject Property.



Looking West across Number Two Road from Subject Property.