

**AMENDED AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 24, 2022 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Joint Workshop between Leesburg City Commission and the Lake County Board of County Commissioners held December 30, 2021**
- 2. Organizational Meeting held January 3, 2022**

3. **Regular meeting held January 10, 2022**

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 apply for, and if awarded, accept the Firehouse Subs Public Safety Grant, for an amount not to exceed \$25,000, for the purchase of Personal Protective Equipment (PPE); and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Amendment, between the City of Leesburg and Lake County, Florida, for the purpose of extending the term on the Lake County Sheriff's Aviation Unit Hangar; and providing an effective date.**
3. **Resolution of the City Commission, of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Lease Agreement, between the City of Leesburg and Import Sales of Lake County, d.b.a. Bill Bryan Subaru; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Release of the Automatic Statutory Reservation of Petroleum and Mineral Rights under §270.11(1), FLA. STAT. (2018) on property lying in Section 16, Township 19 South, Range 24 East, Lake County, Florida, as described in this Resolution; and providing an effective date.**
5. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Solid Waste, Airport, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2020-21; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and CR 44 Land Investments, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the**

development referred to as Robuck Ostrander Phase I; and providing an effective date.

7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Lennar Homes, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to Phase 2 of the development referred to as Liberty Preserve; and providing an effective date.
8. Resolution of the City Commission of the City of Leesburg, Florida authorizing Robert "Bob" Thilmony as the City of Leesburg Designated Representative on the Florida Gas Utility Board of Directors, and James "Jim" Williams as Alternate; and providing an effective date.
9. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to accept the Edward Byrne Grant (JAG County-Wide) FY 2020 from the Florida Department of Law Enforcement (FDLE) for \$8,170.00 to defray costs associated with the purchase of department equipment; and providing an effective date.
10. Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Carver Heights CRA, Capital Projects, Gas, Airport, Discretionary Sales Tax, Building Permits, Police Forfeiture and Fleet Services Funds for the First Quarter; and providing an effective date.
11. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the engagement of the Moyle Law Firm to Act as Interim City Attorney on Utility Issues; and providing an effective date.
12. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to enter into an Interlocal Agreement for Use of Lake County Regional Opioid Settlement Funds with Lake County, a political subdivision of the State of Florida; and providing an effective date.

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

A. SECOND READING OF ORDINANCES:

1. None

B. FIRST READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida, amending the boundary lines of The Village Community Development District No. 14, Pursuant to Chapter 190, Florida Statutes; and providing an effective date. (VILLAGES CDD 14)

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. Financial Reports as of November 2021

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

A. Confirmation of Airport Advisory Board appointees

10. ROLL CALL:

11. ADJOURN:

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

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

AGENDA MINUTES
JOINT WORKSHOP BETWEEN LEESBURG CITY COMMISSION AND THE LAKE
COUNTY BOARD OF COUNTY COMMISSIONERS
VENETIAN CENTER, 1 DOZIER COURT
THURSDAY, DECEMBER 30, 2021 9:00 AM

1. ROLL CALL:

The City of Leesburg Commission held a Joint Workshop with the Lake County Board of County Commissioners on Thursday, December 30, 2021, at the Venetian Center. Mayor Christian called the meeting to order at 9:04 a.m. with the following members present:

City of Leesburg Commissioners:

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

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

Lake County Board of County Commissioners:

District 1 - Commissioner Douglas B. Shields
District 2 - Chairman/Commissioner Sean M. Parks (Zoom)
District 3 - Chairman/Vice Chair Kirby Smith (Zoom)
District 4 - Commissioner Leslie Campione
District 5 - Commissioner Josh Blake

Also present for Lake County were Interim County Manager Jennifer Barker, County Attorney Melanie Marsh and County Clerk (LCC) Niki Booth.

Leesburg City Commission

Lake County Board of County Commissioners

2. PRESENTATION BY CITY OF LEESBURG

Commissioner Campione stated before moving into the presentations that she wanted to use this time on behalf of the other Board of County Commissioners to say that they are very appreciative of this chance to sit down and have a dialogue with the commissioners of the City of Leesburg. They appreciated that the staff was able to get together, particularly the public works staff. They were provided with a lot of

comments on the two annexation cases for the City of Leesburg. They appreciate the time that has been taken and the consideration of the comments. They have received a lot of public comments at their county commission meetings over the last six months and there could be even more than that on these two annexation applications. The reason they are here today is they have a lot of information and knowledge that they have received from public comments. They also have emails between the county and the unincorporated residents about these applications. She thinks some folks have come today thinking that they were going to have the opportunity to speak at an actual public hearing, but the public hearing is scheduled before the city on January 3rd and that is when the public comments would be taken. Today, the intent is for the county and the city to come together to discuss thoughts and concerns and share the knowledge that they have received from the unincorporated residents. They wanted to have open dialogue with the city so they could help them better understand the county's perspective and vice versa and maybe find some common ground. She wanted to put the audience on notice of how this meeting was going to run.

Mayor Christian turned the meeting over to the City Manager, Al Minner, for his presentation.

CM Minner pointed out that there are a lot of issues floating around with these and stated it would be important to provide a city perspective on this. We have five elected officials and everyone's perspective is a little different. It boils down to how the city is approaching growth and specifically with the two annexations that the city is currently dealing with, Whispering Hills and Hodges Reserve. We need to look at the effects of where the legislative body is at in the City of Leesburg. The City of Leesburg is a municipal corporation and there are disputes about how we perceive our governmental roles and what our functions are. Typically, counties are rural and municipal corporations are urban and they can get cross-eyed and independent counties are all different. There are some very urban counties, like Palm Beach and Brevard, and there are some very rural counties, like Alachua. There are some counties in the middle of the state, like Lake County, which are both. Now, our roles in government are different. Why is there a municipal corporation? Referring to Section 165 of the Florida Statutes that guides and outlines the purpose of municipal corporation and our purpose is to allow for orderly patterns of growth to assure adequate quality and quantity of local public services. Along with ensuring financial integrity. Those are words straight from State Statutes. We also have to be financially pure. Florida Statutes also say that if you have these areas, you can incorporate them into your municipal corporation and that goes before annexation, so if you are an island of urbaneness out there and you want to become a city, the statute says this is how you do it and this is why you do it. State Statute 165.061 sets the standard. They put the standards in there and they were developed in 2007 as amended by the Statutes. It is important to the argument about defining what is rural and what is urban. The statute says when you are going to incorporate and create that municipal corporation you have to be compact and contiguous. A city population must be five thousand in counties that are larger than seventy-five thousand. If there was going to be a little municipal corporation that formed in Lake County, there had to be at least five thousand people. Another interesting item he found was that a city must have an average density of at least one-point five persons per acre. That is not units, that says persons per acre, and that is different. He thinks one-point five persons per acre is rural. He believes that is the litmus test there and that is setting the benchmark for the flavor of municipal corporations or urban and not rural. That is an important statement because, as our planning department is doing their thing, they are urban thinkers not rural thinkers. Also, a city has to be at least two miles away from another municipal corporation and you must have a charter. That does cover the creation of the municipal corporation.

Once a municipal corporation is formed, the statutes suggest that there would be a need for adjusting boundaries. It is important to know that municipal corporations do not go out and seek growth. It is not like the economic development that we talk about where we go out and seek corporations, that we give tax credits and we do this to bring industry and commerce to our corporations. Growth finds the

municipal corporation. We did not go out and seek Whispering Hills nor did we go out and seek Hodges Reserve. Nor did we go out and seek The Villages. Growth finds the municipal corporations and our job is to manage that growth. The statutes then contemplate that municipal corporations would need to adjust their boundaries. You can find information under State Statute 171.021. Why do you have to adjust? Adjustments can be done by annex or contract, but typically it is done by annexation. He has not seen any done by contraction. We do that to ensure sound urban development and accommodate growth. By establishing uniform legislative standards, there is efficient provision of urban services to ensure that areas are not annexed unless municipal services can be provided to those areas. The statutes state that you have to be compact and contiguous and in the remaining Section 171 it sets different standards for annexations. Typically, the annexations that the City of Leesburg has dealt with have been voluntary annexations. That would be a person or a corporation who owns parcels that wants to come into the city and develop it.

Once we figure all that out, we move into part two of Section 171, which turns everything upside down. In short, everything in part two says that if a municipal corporation has an agreement with a county, you can change the rules to mutually suit your desire or your mission to provide the urban services. On November 24, 2014, the City of Leesburg and Lake County formed an Inter Service Boundary Agreement (ISBA). That ISBA is an agreement and in Section 171, part two refers to the city's position and our ISBA is still in full force and effect. Then we throw in the annexations and the city position is that Whispering Hills is compact and contiguous. We point out that it is surrounded by at least two sides of urban growth. Some of that double entendre is that it is unincorporated urban growth, so in areas where the county has grown and it is unincorporated, it looks urban, not rural. Again, with Whispering Hills, the city's position is that it is compact and contiguous. It is surrounded on two sides by urban growth. The Hodges development is the next one and Hodges lies to the south. He would contend that it is not contiguous until it is annexed along with the Whispering Hills. Then the City of Leesburg has incorporated another contiguous unincorporated territory without objection from the county. With municipal corporations, we are already providing a lot of those urban services: water, wastewater, electric, natural gas, solid water and general services. That would be all the services you would find in a general fund. Those general services are probably the ones that people relate to the most in what a municipal corporation does. They provide roads, transportation, law enforcement, fire and rescue, zoning, parks and recreation, library and cultural facilities. In general services, that is really where he believes the county and municipal corporation lines rub. In other more urban counties, it is his understanding that Section 171 part two was formed out of a water and sewer dispute between Sarasota County and the City of Sarasota. When Part two was created, it was because municipal corporations provide these services in the counties where they have become urban and they provide these services. It has become mixed and that was how this was born. We do see a little mixing in the water and sewer, but we do not have that here in Lake County and that is probably a good thing. Again, that may be something we could take advantage of and we could look at that provision of urban services because that may answer some other questions.

Referring to a chart/map, he outlined where the boundaries are for the ISBA. In 2000, Leesburg's population was fifteen thousand nine hundred and fifty-six and in 2010, Leesburg was at twenty thousand one hundred and seventeen. That was an annual growth of two-point four percent per year from the year 2000 to 2010. Our new number for 2020 is twenty-seven thousand. From 2010 to 2020 we grew at a rate of three-point four percent per year. Three percent represents a good growth rate. It is not too fast nor is it too slow; it is manageable. Since 2005, with that spike from fifteen thousand nine hundred and fifty-six to twenty thousand, that peak started coming towards the tail end of that. Then you know how the world works and everything crashed. Since 2005, the city has approved fifty-one developments. With those developments, if you add up all the approved units that could potentially be built in the city, it is twenty-five thousand two hundred and fourteen. Referring to the chart, he showed where all the subdivisions

have been approved since 2005. Referring to the map, the yellow circles show where the city has made seven contiguous annexations and most of them have been northeast of Leesburg in the Radio Road/44/473 corridor. About three annexations have been to the south side of Leesburg in the area where we are talking about now. The Lyden Nichols subdivision, the Regional Hospital and White Marsh. We are currently contemplating Whispering Hills and Hodges. Again, the city's position is that we are not calling that a non-contiguous annexation under Section 171.

Referring to another slide, he showed the south side of Leesburg where Whispering Hills would be located just east of US-27. It would be adjacent to four major subdivisions that are urban in nature. One being Arlington Ridge, which is incorporated, the second is Legacy, which is incorporated. Then it is tucked in next to two unincorporated urban areas. One being Highland Lakes and the other is Plantation. Whispering Hills would tuck in underneath those two with Hodges to follow. Obviously, that would be a big chunk of territory, which is why they are getting the looks that they are. He believes that the city would say this is their job, and this is what we do. We manage the growth that comes before us and we manage it pursuant to our land development regulations and provide it with urban services.

3. PRESENTATION BY LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

Commissioner Campione stated that a couple of things came to mind when you mentioned the South Florida case as being the genesis of part two of the non-contiguous. As she recalls, the Groveland and Leesburg ISBA's were focused on two primary things. One was the closest unit response for fire response, so the county was trying to figure out how the county could cover these areas with fire and work that out with the City of Leesburg and Groveland.

The other big one was the extension of water and sewer lines. Groveland was pushing in the direction of north and east and Leesburg was pushing south. The reason why it was important to negotiate an ISBA that included Groveland was to make sure that the water and sewer lines were not just put out to claim future territory. If an ISBA boundary was delineated, then everyone could back off and say we would extend services when those services are needed, but we would not extend them just for the sake of trying to grow and claim territory. That was something she remembers from that time being a part of the discussions. The land use side of it really was not addressed. The county put in place this rural protection area in the exact area that we are talking about and that was the Yalaha Rural Protection Area. It was Yalaha / Lake Apopka. Her understanding was that even though it was not delineated in that ISBA, the Rural Protection Area would be given consideration by the cities when annexation applications are received. Whether they were appropriate or not or if the designations of the land use and the densities that were put on the property would be consistent with that. From the standpoint of the unincorporated residents that they have heard from, this is something they relied upon and that is why they live in a rural area. They chose to live in a rural area. They love the rural lifestyle that the Rural Protection Area gave them. It was a level of protection and they thought that was how it would be in the future. With the city's purpose and mission, as described in the applications, with how growth is managed, she wondered if the city could manage that growth and process those applications in concert with the county Rural Protection Area. She understands the city's perspective but they have one unit to five acres, which is what the Rural Protection Area calls for and that does not line up with the city's growth pattern. Obviously, with one unit to five acres, could there be a way to annex property within the Rural Protection Area and still achieve the purposes that you are trying to achieve while insulating, protecting the character and quality of life of the residents that want to live in the rural area?

They have been talking with a renowned land planner who has done land planning throughout the U.S.

His whole focus is creating subdivisions and developments that can preserve the rural character and rural space along with the green spaces. It would keep the functional open spaces and layout development in a way that is actually less expensive for the developer, because you keep the infrastructure very tight and you would cluster the project and leave the green spaces open. They look at the features, the little lakes spotted across the property and try to link natural systems together to create wildlife corridors and open spaces. Then they would go in and see where they could put the houses and the development. This is something they are hoping to present to other municipalities around the county to address this conflict.

She feels they are going to have this issue throughout Lake County, where they have rural areas. They have a desire to protect the quality of life and the character of Lake County even though the cities still want to grow and land owners still want to annex. She wanted to be able to blend the two. She hoped this would be the answer. She asked that the city take a look at this and take it under consideration.

Tim McClendon, Lake County Planning and Zoning Director, stated he is a certified planner through the American Planning Association. He wanted to provide an overview of a rural conservation subdivision. As Commissioner Campione mentioned, the staff is currently developing some guidelines and hopefully they will adopt an ordinance in the next month or two pertaining to rural conservation subdivisions. Referring to a slide, he showed a rendering of what rural conservation subdivisions are. He showed a comparison with a parcel of the same size with a conventional type of development with no connected open space. He stated that planners refer to this type of development as a cookie-cutter type development. He provided another rendering showing another development with the same amount of density in a project, but clustering the entire development together in one specific area. Doing that, does a couple of things; it connects green spaces and it protects the wildlife corridors. It also establishes a more rural feel for the properties on the western side of the parcel and to the south. It is more about having an environmentally sound design. It focuses on having a large open space to be more compatible and consistent with the existing rural developments. He provided an example of a development in Pennsylvania which was designed by Randall Arendt. They provided this presentation to the Board of County Commissioners about two months ago. He recommends watching it. He showed a rendering of a fifty acre parcel with one to five acres that the county has and you end up with ten dwelling units. They would all be clustered into a specific area and it would be on the least environmentally impactful part of the site. It would leave you with forty acres of open space and the development patterns would be more consistent with those to the north, east and southern sides. With infrastructure costs, it would be more economical to cluster this kind of development and leave the open space instead of utilizing the entire site. Obviously, more environmentally sound storm water is kept to a storm water run off and it is kept to a minimum if you have low development impact standards (LID). On another slide, he showed a development off Wolf Branch Road, the Parks at Wolf Branch. This was a one hundred and sixteen acre site which breaks down to one dwelling unit per one acre. One hundred and sixteen units on one hundred and sixteen acres. It has about fifty percent open space. From an environmental impact standpoint, the entire property is not clear-cut. You keep existing trees and you would cluster the development around environmentally sensitive areas. You would keep that large cluster of trees and none of those have to be removed. You would have limited infrastructure requirements from a road standpoint, but this one is really a jewel for Lake County. This was a Randall Arendt specific project that he put together for them back in the early 2000's. This is an actual true product of what it would actually look like in a built environment. He provided a couple more examples of conventional and environmentally sensitive developments showing the differences between large open space between roads and front-facing homes in lieu of rear loading developments. He wanted to show the natural open spaces you would see as you drive past the developments. Referring to a map, he pointed out in the outlined purple where Whispering Hills and the Hodges Reserve proposed developments are on the southern side. On the aerial, you can see that it is established as a rural area and not much has happened in this specific area. From a county standpoint, they are trying to target these rural conservation subdivisions in environmentally sensitive areas. All the Rural Protection Areas, including the Yalaha one, that this specific project is in, as well as

the Wekiva, Ocala Natural Forest and the critical area of State concern and the green swamp. He showed on the map the majority of the Whispering Hills and the Hodges are within the Rural Protection Area. He also provided a rendering of the current road conditions in that area. Finalizing his comments, he suggested that everyone watch the hour-long presentation by Randall Arendt.

Commissioner Campione stated that one thing she learned in that presentation from Mr. Arendt was that this was a density neutral solution. Ideally, from a county standpoint, they would like to see one unit to five acres. As the city continues to grow, they could argue about whether they think it is contiguous and compact. At some point, the city will grow and it will be contiguous and compact whether we can agree that it is now or not. If you do decide to process this and approve it, she would argue that just because you receive an application does not mean that you have to approve it. You have the right to approve it if you choose to, if it meets the statutes, but you do not have to. With the density neutral solution, you have a developer that is asking for an "x" number of units per acre. Do you think that is a reasonable number? You could use the conservation design to put those units more centralized in the center of the property. You could put large lots around the boundaries of the property so that the people in the rural communities who back up to other five acre or two acre tracks could also use the large buffers like two or three hundred feet of open space. They could put the open space around all the perimeters so that you can create your density centralized in a way that the rural community could still co-exist and not feel that they have a subdivision right in their backyard. That is why they were hopeful that the city would consider this as a Rural Protection Area and that the city would consider doing master planning with the county. Maybe a joint planning agreement could incorporate this type of design into this area. They could look at transportation so that traffic could be taken away from the rural roads and it could be moved directly on to US-27. That way, it would not change the character and make the rural roads less urbanized, which would change this area forever. She sent an email to everyone with some of the ideas and concepts hoping that they might be able to actually back off this and work for a couple of months on some type of a joint master plan and engage the services of Randall Arendt. That maybe they could have him take a look at this and use it as an incredible template for other places around the county to look at. Where they could see how to have a mixed-use project where people live and co-exist with a rural community that wants to stay intact.

4. OPEN DIALOGUE

Mayor Christian opened it up to the city commission and the county commission for open dialogue. If someone from the city commission would like to start.

Commissioner Burry questioned by looking at the two different projects the county used to describe the differences. They are distinctly different. He questioned if they would consider the current Marsan/Whispering Hills to be environmentally friendly with the outlay they have. **Commissioner Campione** answered with this type of planning perspective there are things that are done on the front end that would assure it is environmentally friendly, and that it has a functional open space. The design right now shows a mixed-use project all around the little lakes. She was not sure if they could do that and what that would look like, because one of them might be a sinkhole-type lake.

If Randall Arendt were to design it he might look at it and say let's connect all of those together and make your functional open space and move the mixed-use a little further away and still have the view and the aesthetic qualities of that. He would probably look at that and design it differently. She thinks about the co-existence between Whispering Hills and the rural community around it. She thinks the buffers would have to be significantly larger, like two hundred feet or so. They had a project that they approved in South Lake County on the Orange County line and it was a good example of how a developer was able to take their density and bring it internal and create buffers. She cannot remember but it was about two

hundred feet and they left the existing trees. If the trees died or something, they would have to replace them. They were forested buffers. They had five acre tracks that abutted this development and they put in two hundred-foot wide buffers. That was a tremendous help to ease that transition between the five acre tracks and the subdivision living.

Mayor Christian commented that he has been on this commission since 2004 and the City of Leesburg has done a pretty fair job. As we heard in the presentation on growth, we do manage our growth. We all knew that US-27 was one of our high growth areas. That area was going to grow no matter what because of its location being near that highway and the connectivity to the turnpike. And now, with The Villages coming in on CR-470, which is not far from this area. We have tried for years to get something done with CR-470 and we all know the reality of the roads. They do not get built until houses are built, and until impact fees are paid.

People talk about the Leesburg schools and how they have a negative rating, but we do not have new families coming into our city. This would allow new families to come into our city, which in turn would help improve our schools. The school board does not have Leesburg slated for any new schools nor do they have us slated for any remodeling. Fruitland Park Elementary, Beverly Shores Elementary and Treadway do not even have walkways to cover the children when they walk from portable one to portable two in a rainstorm. When he looks at growth, we have a large mall that is suffering and it needs help and that help does not come until people move into our city. US-27 has been projected as a growth area for the City of Leesburg for years. He commended the Marsan Group for the Whispering Hills development because they met with the residents on numerous occasions and they changed their plans to accommodate those residents. This is one of the first developers he has seen without the City of Leesburg saying go do this or go do that or we are not approving it. They did that on their own. If they were to ask the developer at this point to hold off, it would be another three months. Whispering Hills and Hodges will not be the last two developments coming on US-27. He was talking to the City Manager the other day on his way home from Orlando and he got really frustrated because his gas was low. He got off the turnpike and there was not one gas station on the east side of US-27 from the turnpike until he hit Main Street in Leesburg. That was almost fourteen miles with no gas station. You have to cross over to the left side to get to the gas station in Okahumpka. You can make a U-turn and go in the opposite direction to Minneola, Texaco or chance it and drive straight to Leesburg and risk running out of gas, but the Minneola Texaco closes early. From an urban city, he sees our city growing as an urban city from US-27 to Leesburg. Growth is going to happen. Now, how do we make it happen? He believes the staff has worked hard to make these developments look nice. We had a discussion at a city commission meeting where we stated we did not want to do cookie cutters. We want good aesthetics to come down US-27 and we have talked about it for years about how we should clean up US-27. You get to the interior of Leesburg and we have older hotels and derelict buildings, so how do we make our energy survive? He would like this city prettier, nicer and more attractive for people coming in. We have an opportunity with new development coming in. Our staff has been working to make that entryway to the City of Leesburg top notch. Now we have these two developers coming in and at the eleventh hour, we are supposed to say please hold when we have the second hearing scheduled for January 3rd. We do not want to adversely affect the county since we have worked so well with Lake County since he has been on the commission. He knows there were some hiccups years ago, but the staff currently works well with Lake County and he would like to continue to work well with Lake County. He would prefer Attorney Marsh not come and object to the hearing on January 3rd unless the county takes that approach and goes to every single city in the county. He does not want the City of Leesburg to be the only city where they come and object to a development. They have approved annexations before when some residents said they did not like them. It happens with any development and he can promise you that with any development that comes, residents are going to come to that podium and say they do not like it and that the schools cannot accommodate the growth and that the roads are terrible. We try our best to listen to the residents and we do what we think is best for the entire City of Leesburg while accommodating the Rural Protection Area. We have to

accommodate for the future growth of our city while making sure that our city is financially strong. He has tried to do this since he has been on the commission. We have heard from other commissioners and our city manager that we have five different commissioners with different mindsets, thoughts and ideas, so at the end of the day, we try to do what is best for the City of Leesburg.

Commissioner Robuck stated in the Rural Protection Area these were clearly not in the ISBA. We can say they were contemplated, but that was not true. We also did not hear a single thing about the RPA until McElyea came up. They exist, that is real, but to say that they are part of the ISBA is very misleading because they are totally separate things. He would be happy to talk about ISBA because he thought that was the purpose of this meeting. He thought it was to review the ISBA, whereas the focus seems to be on those two developments and them being a part of the ISBA and they are not part of the ISBA. These are continuous annexations and his viewpoint is that they continue with standardization and that is a Leesburg issue. In terms of the land planners' designs, they are nice, but they are luxury communities. That is just an idea of what growth should look like and that is luxury. He has a nice home and some land, but that should not be the only way. It should look different for everyone. The fact of the matter is, we have a lot of people that want to own a home who cannot afford half a million dollars or more for a home and that is what this is. One unit per acre, that is half a million dollars a house today. You just cannot get that and we would need at least three or four units per acre to be priced that way. Plus, these examples are old. Today's market is entirely different. The raw land is thirty thousand dollars an acre undeveloped, so when you factor in the increased development and building costs it is impossible to build anything under three hundred thousand a year with density.

If you start taking away density, we are not going to have anywhere for our workforce to live and that is what we have the biggest demand for in the Leesburg area. We have nurses, teachers, firefighters, and police officers that want to own a home. This rural area with one to five or one to one just does not work. That is why they are coming to the city and not the county. We need multi-families to achieve the density and some of that was mentioned in Commissioner Campione's email. We need multi-families, but that is not what people want in the market right now. They do not want to live in a multi-family, they want to own their own home. The pandemic has really pushed on that. People want to have something that is their own. They want a backyard, even if it is small; that is really important. We should not be telling people how and where to live. In terms of roads, he agrees we have a road problem. It was very encouraging to see the county for the first time in thirty years spend some general fund money on roads this year. That was a great step, but the problem is that it was the first time in thirty years. In Leesburg alone, we generate over eight million dollars a year in ad valorem taxes, which goes to the County. That does not include the fact that we provide our own police and fire services, we also have our own parks and recreation centers. So more of that money needs to be spent on the roads. The two million is a great start, but we need there to be a lot more. Also, we cannot force developers to build what we want. It has to be what the market wants. The idea that we would hire the county planner for them if they could build that project and sell it, they would do it in a heartbeat because they know they would get no opposition and developers do not want opposition. They want a project that is easy to build, but these are not economically feasible projects. With the schools, that is a huge issue here in Lake County. We need more people. The Leesburg High School has fewer students now than when he graduated in 2002, significantly fewer, so, we need growth here in Leesburg. We have allowed Clermont to grow. They have gone from ten thousand in 2000 to forty-three thousand residents and those were all okay developments. As the city manager mentioned, we have had several non-contiguous annexations and several contiguous annexations in the RPA with no problem, but now we are getting people coming in and complaining to the county commission, so you want to get involved in Leesburg's business with concerns about whether these are contiguous or non-contiguous. We had a lawsuit with the McElyea case in which that one is in the same RPA. Unfortunately, that one did not go all the way through to get a ruling, but it was settled in a way that the development is moving forward with no changes, so that should give you an idea of where a legal challenge would go. Anyone can sue anyone for anything, but we are clearly on very firm ground

with these being contiguous annexations along with the criteria and staff. If we want to talk specifically about ISBA, he is open to that along with what his concerns are. With the City of Leesburgs planning, that is a Leesburg issue and it should remain so.

CM Minner commented that development is driven by the market, just as Commissioner Robuck mentioned. The city's perspective on this is that we do not think we are acting outside the ISBA or the annexation issues. We have an urban problem and we are seeing urban growth. We respect where the county is with the rural development type of planning you brought and if it is the desire of the city as well as the county, the county then needs to bring some skin to the game and help the city create and make that rural development marketable in the urban area. How do you make that profitable in a market? How do you get the contractors wanting to build one house per unit? The county would have to subsidize them by building their sewers and their roads. The city has already stated that developers do not need to do that because of the impact on growth, but if Lake County wants to look at that rural feel all around, then that growth has to be subsidized. He sent the former county manager an email back in June when the city received the recovery monies and asked how to spend that money. The county received seventy million dollars and the city received eleven million dollars. He asked how we should spend the money best to address the issues that the money was spent on and about that time is when this argument started popping up. If we want these rural types of developments, the county needs to use some of that money to build infrastructure and give it to the cities. Why give it to the cities? Because of the jurisdictions, the boundaries and because we are the utility providers, not the county. What you would create is a market to make these half a million dollar homes if that is what the county wants and that is on the low end. It would also become more affordable. If that does not happen, then you are back to the old-fashioned way of growth, which is state statute, and you will not break the boundaries of the rural feel. He is not saying that is what the city wants, but it seems that is what the county wants. Lake County wants to stay with a rural feel. If so, then Lake County needs to do something to promote that.

Commissioner Campione remarked that she thinks Mr. Arendt would say that the one-to-one was an example for certain locations. She believes the idea here was to go density neutral. In that you know what your developer wants and Mr. Arendt would say that his product is actually more feasible. It is actually more cost effective for the developer, but it also produces a higher-end, more desirable product. He would say that the market would respond to this and we have examples of how it has. So it is not far fetched to say this is not priced out of the market. This is not creating a product that would be outside of the market that would be extremely desirable. Having him make a presentation and having us work together on something, we could look at things like this. They could look at the uses that the Mayor referenced that are not available in this area. They could actually do some master-planning. All you have to do is drive around Lake County and see what happens if you just let it happen. If you drive to Oveido or Apopka, you can see what happens when you let it happen. All she was asking for was to see if we could do it better. We do not have much left in Lake County to do better with and this is an incredibly special, beautiful area. We know what it will look like if it is not designed in a way that is better than what we have seen in other places. She just wanted to bring in an expert to see if we could actually make this special. If we could do it in a way that we could protect the rural character. The big buffers go a long way, but at the end of the day, if all you are willing to do is create larger buffer zones where you can grow and co-exist. You can grow your city and still let the rural community survive and thrive, but you have to have space between them. The developer can cluster, it works and it is a product that people want.

Commissioner Shields mentioned that in Groveland they actually just went through this. They redesigned all their land use and how they are setting up and doing it is more along these lines. They are finding that some developers who were used to doing things the old way thought it was what the market wanted. They are ripping up some old PUD's that were approved and they are going to the new model

because it gives you more affordable housing, it gives you more buffers, it protects some areas that they want protected. They are having great success with it, so things are changing and it is what people want. He believes that the developers might be a half step behind.

Commissioner Parks (zoom call) started by apologizing for being unable to attend the meeting. He appreciated listening to the discussion and dialogue. He thanked the City of Leesburg for hosting this meeting. This is a difficult discussion and he had talked to the Mayor last week when he reached out to him regarding this matter. He had not seen this, he had not heard about Whispering Hills in terms of hearing the concept of it and about the Hodges property. He believes there are a lot of good design elements that he has seen and he has seen some changes, so he appreciates that. There are still a few more concerns that he has. He appreciated Commissioner Robuck's comments and he actually agreed with a lot of his comments. He wanted to stress most importantly that whatever happens here moving forward, it is important for us to have dialogue and how we look for opportunities to see how we can address growth in Lake County in the future together. He does think that is the most important issue here. Recently it has become clear to all of us that the zoning cases that are coming up all around the county are big issues. He thinks it is important to move forward together. With regards to Randall Arendt, he believes that it is a model of development and it is the process that is laid out that is probably the most important for how you site plan for a development. He believes the Randall Arendt process could be a very important tool for use and it is something that is very unique. Lake County is different whether you live in the City of Clermont, Leesburg, Astor, or wherever. Lake County is different. We are not Orlando and nobody here wants to be like the Orlando metro area. What we are struggling with is coming up with a way of making ourselves unique and protecting ourselves from being just an "anywhere America". The Randall Arendt model and process gives a lot of merit to that, not only because it is friendly to the environment and conservation, but it is more like the Lake County constituents to the people he knows that live in the cities or county. That model and the process are more like the county's. He stressed that it is fiscally a model that is more sustainable than the existing model of development and it is fiscally sustainable. He did not want to go into detail, but he has been a student of this over the last couple of years, in trying to make sure that developments are more fiscally responsible and sustainable. It is tricky because sometimes you think when a development comes it is going to provide a great economic boost and that there is going to be more money that comes in. When you look twenty years down the road, it can actually be a money sink. Not all the developments, but we need to be more careful moving forward and that is his perspective. He is just one commissioner and he is looking forward to future discussions on February 7th, where they may look at a county-wide conservation strategy or look at transferring development rights because, from a property rights standpoint, that is probably one of the best ways to respect property rights. It is a tool that we could use on a county-wide level to make sure that some of our rural areas are going to be protected permanently. Then there is an advantage to that, where maybe you get higher density in certain areas and you have attainable housing benefits that come along with that.

Commissioner Smith (zoom call) apologized for not being in person. He had a vacation scheduled for over three months. He thanked the City of Leesburg for working hard with the developer to address the concerns of the county. As he understood, Whispering Hills made a lot of changes to the site plan. They have taken the traffic off Number Two Road and put it on US-27. They also have about fifty percent conservation wetland area and they are condensing their homes in a centralized area to protect the rural feel of the neighboring communities south and east. He understands growth is going to happen. With this project, not only is there residential growth, there is commercial growth and that is exciting because commercial does not use as many services as residential. He thanked the City of Leesburg for listening to the concerns of the county about ISBA. You could have done anything you wanted but you listened not only to the county, but the residents and the developer. In his opinion, that went beyond what you were legally allowed to do. He appreciated the commitment of the citizens of Lake County. He cannot wait until February 7th so they can come up with a plan for all of Lake County.

Commissioner Campione thanked both Commissioner Smith and Parks for their comments. She stated the issue about Number Two Road, the last she saw on the Whispering Hills project at the presentation two days ago from their representative, Tara Tedrow, who explained how forty-one units would still have access to Number Two Road. She would like confirmation from the city with an agreement that the remainder of that development would not have that access. Also, she heard that at US-27 it was only going to have one entrance and that was going to have the magnitude of the number of homes with only one access. That may be problematic if you go too far into developing without having alternative secondary access. **CM Minner** pointed out that the applicants' amended plan, which they presented to the commission back in September, had two access points. The city's land development code requires that you have two access points to a subdivision on different roads. Their original proposal showed one access on US-27 and the second on Number Two Road. We asked them to change that to have access points on US-27. The land development code also allows you to have a beefed-up front entry. That way, you could double the size of a singular entry with different stuff and you could have one main entry point. So the concept they amended was for a major entry coming in and out on US-27 and in the next phase it would hook around to US-27. **Commissioner Campione** asked if that would go through the Windmill subdivision. **CM Minner** replied that is the plan. **Commissioner Campione** asked if they did not develop out towards Windmill Road, would you just have the large boulevard type access? Where, if one side shuts down, you would still have a route? **CM Minner** answered that the large boulevard entryway is a requirement in construction for house number one. **Commissioner Campione** said the concession was one of the most meaningful and important ones because of Number Two Road, but what if it was never used as another entrance? That would be really significant. With the Hodges development, the only entrance to that development is at Dewey Robbins. **CM Minner** responded correct. **Commissioner Campione** asked if there was a way to do more buffering on that development because it is a cookie cutter, whereas Whispering Hills has some unique features. In Whispering Hills there are some multi-families and in her letter she raised the possibility of backing off another three hundred feet on those lot lines because that is a pretty intensive use to have next to rural acre tracks. Those are the things that, without going into a full-blown redesign by somebody like Randall Arendt and redoing a master plan that could be implemented, could go a long way to insulate the intensity of this project and the rural lifestyle around it. She reiterated her request for the city to look at that as a way to protect and co-exist with the surrounding rural area.

Mayor Christian remarked that the city still has two commissioners who have not spoken. He wanted to provide them with an opportunity to speak. **Commissioner Pederson** commented that the Yalaha area is very beautiful and a part of him wishes that it would not be developed, but that is not part of reality. He has been a part of this commission for three years and the first development that came before the commission was McElyea and he struggled with that one. He did buy into it from the affordability standpoint. He did go on the record saying that he would not support it if it was on Number Two Road. Then along came Hodges and he was very vocal at the first reading, saying he was against that development because of Dewey Robbins Road because it could not support the traffic. With Whispering Hills, that was just bad timing for our relationship between the city and the county because this is the first development he is really excited about. We have approved a lot of developments because of the affordability factor. We have done some forty-foot lots, but he believes we have stopped doing those and he is not even crazy about fifty-foot lots either. However, we have Whispering Hills and the developer has made every concession. We usually sit here and listen to nothing but negative feedback from the public. We usually hear nothing positive, but Whispering Hills was a different animal. There was no negative feedback, it was all positive because of what the developer had done with making concessions and trying to make the neighbors happy. He is going to support that development and he is open to discussions on how we can deal with future developments beyond there to protect this area. **Commissioner Campione** remarked that it would help if Jeff Earhardt could at least talk about Dewey

Robbins Road and have a conversation between the county and the city and what would need to happen there as far as the road. **Commissioner Robuck** pointed out that in the PUD any improvements would have to be made by developers. **CM Minner** agreed. **Commissioner Robuck** stated that we could talk about it, but that is not our concern. You should tell them what needs to be done if we approve it. They will either do it or not build it. **CM Minner** commented that it is all part of the process. As everyone knows, these are sent to the county and you review them. They are on one of your desks, then sent to the Regional MPO for input, and after that, it then comes back to us. We receive your input on the roads and tracks on larger regional impacts. It happens in all subdivisions. With the McElyea project, the county reviewed that and demanded that they make improvements to CR-48 and that was all part of the review process and, in turn, that was put into their PUD. **Commissioner Campione** said all those things are important, but in a perfect world you would always have enough right of way and the ability to widen roads that need to be widened. Unfortunately, the way the system works and it is not just here in Lake County, but with the whole idea of impact fees and concurrency, you do not necessarily get to take the road where it needs to be. They often have to do minimal things, but often times it comes down to the right of way. She thought it might be helpful for everybody to hear what the review looked like of that road and whether the improvements that really need to be made could be made. She knows it sounds good to say that they review it and that the developers have to do it, but there is only so much that they have to do. You have to work with what you already have and when you have rural roads they are rural roads.

Jeff Earhardt, Lake County Engineer for Public Works, said Dewey Robbins Road is not one of the best roads, but it is better than Number Two Road from a capacity standpoint. With the developer, they are asking them to provide additional right of way adjacent to their property due to the limited right of way they currently have there. They would really like to get paved shoulders along there, but they have not specifically asked for that. They are also asking for sidewalks along the frontage as well as left and right turn lanes in and out of the development. They would also like to have sidewalks and pedestrian access between them. They also asked for that before in their writeup. Some other traffic concerns he has with Whispering Hills and others that do generate about thirty thousand vehicles to traffic daily. It does add about three thousand or so more at your peak hours. If you look at the study from the traffic standpoint, it does impact about six or seven intersections that are already at unacceptable levels of service. It will obviously make them worse and there are two that they are looking to use in proportionate share payments. **Commissioner Campione** said, with a proportionate share, they are not brought up to the standards that they really need to be. They are brought up to the amount that you contribute to them getting worse. These are the kinds of things moving forward that the county and the city could agree that we could do better. If the city's standpoint is that it is their job to grow, you proceed with applications and you manage it. In reality, that impacts the roads. The county's entire general fund would have to go to accommodate this growth. We would have no other money as taxpayers in Lake County to take care of other services. We have to come up with a better way to handle the road situation. If cities are going to be facilitating all of this growth, then something has to give because we cannot, as an entire community, do this the way it has been done in the past. Someone has to come up with ideas and solutions for how we can do it. We have talked about special districts and MSTU's, some way to handle the additional needs for roads. We have intersections that will function worse and they will only get worse. The county will try to throw some money at it as we go, but that is just the reality of how it goes. **CM Minner** stated he disagrees with everything she just said on a financial basis. This is why the city and the county have a good relationship, because the City of Leesburg has never complained. We have mixed urban and rural services, we mix together and we do it quite well. For example, Highland Lakes and Plantation. When it comes to the county emergency services, the county paid the MSTU and he would argue that the city answers fifty percent of those calls and the city gets paid peanuts. We are providing the urban fire rescue services at a large level that allows the county to spend their money elsewhere. The county currently receives four to five mills while the city is taking care of the water and sewer. In this area, the city is the

investor-owned electricity, gas and parks and recreation. The county receives five mills and the only thing you have to do is take care of the roads. He knows the county handles other stuff and he is not demonizing that, but to come back with a financial argument about we have to come up with a different way to do this, the city is taking the low.

Commissioner Campione replied that with all due respect when she looked at Dewey Robbins Road and the distance from where the Hodges Reserve development is and where US-27 is the only control they have, is the right of way for widening the road. **CM Minner** responded that her Transportation Engineer just said that the county is going to request that the developer provide more right of way in that area.

Commissioner Campione said that it is only in front of their development. **CM Minner** responded he put that on the record so when this comes before the city commission, the county is going to make sure that the developer meets the minimum road standards. **Commissioner Campione** stated that along the Hodges property there is a big gap between where Hodges ends and US-27 begins. That is where they will not have the right of way. **CM Minner** remarked that he does not mean to minimize anything with this rural utopia, he gets it, he understands it, it is a pretty world. The city's job is to function growth. We do not go get it, we manage it, because growth is among us and growth is around us. We are not going to stop growing. It is not going to stop happening. The arguments that are being used to tell us to stop growth are not legal arguments where the county can take away the rights of the property owners to stop. He does not think that is possible. She may disagree, but he is not an attorney.

To get to the happy rural utopia, you have to think outside the box. You cannot stop Whispering Hills, nor can you stop Hodges Reserves. Growth is going to continue to happen if you see the statistics. Maybe as we go down the road, to stop growth or to create this different atmosphere with the current rules and systems that are in place, it is not practical. All that needs to be said is, if we want Lake County to be a rural utopia, we have to go outside the box and think of different ways to get there. If the county is asking the city to stop growth, that may be a reasonable request, but not under the current rules that guide growth and development, the city cannot arbitrarily stop growth the way Commissioner Campione is suggesting. If we stop growth in Lake County and have this rural utopia, we will have to get outside the box. If we do it in an arbitrary way that is not rule centric and you are just going to push the growth to different areas. For example, if we peel back all the ISBA's, you are going to have a free for all. If we did not take in Hodges on the first reading, which was a no vote, even with the ISBA, the majority of this body felt it was not compact and non-contiguous. We also did not take in Sundance, which would have been on CR-48, because we did not want to put a residential neighborhood next to a county industrial park. He believes that the city is doing a good job with resources and planning and development. If we want a different atmosphere for Lake County, and a rural utopia, then there has to be a different way and you are not just going to push the bubble. If you peel back the ISBA's right now, do you know where Hodges goes? Hodges would be annexed into Groveland. Groveland is that close to the Hodges development.

Commissioner Campione stated with these ISBA's they were looking at how they could actually delineate that. **CM Minner** mentioned when the ISBA's came out he was there at the tail of them, when the ISBA's were approved by these bodies and it was about emergency services. He does not remember any conversations about utilities. The county's perspective was that the city has the utilities because we are the utility provider. He does not remember any in-depth conversation about utilities. He remembers in-depth conversations about who was going to provide the fire services to these enclaves and the city's response was that we would and the County said okay. **Commissioner Campione** stated that it was done without a lot of forethought about the land-use side of it. She remembers something about whether Groveland was going to get there or if Leesburg was going to get there first. **CM Minner** added that it was with the formation of the lines and where the cities could get the infrastructure with water and sewer, so that became the natural way to draw the line. The county's concern was that the utility was a good way to draw the lines and we would cover the emergency services in that box. The cities who signed up in

November of 2014 said that they would cover that, so our perspective was that we are already covering your urban area. **Commissioner Campione** said going back to thinking outside the box and doing things differently, that is really where she is trying to come from. The standpoint of why they came here today and they brought up this concept because it works. **CM Minner** pointed out that the concept does not work. For example, in Leesburg we have the Silver Lake Golf Course. It is one hundred and fifty-eight acres. It was annexed by the City between 2012-2014 to become three hundred and fifty-two homes and it has not yet to become anything because of infrastructure problems right on our edge. Then the concept came up of a rural estate concept where, instead of doing the three hundred and fifty-two acres, everyone around was going to make those rural estate one-acre homes and do thirty-five houses. That concept has not gone because it does not return for the developers. After the meeting, he stated he would provide her with the contractors' information so she could talk to them. They tried to do this concept at Silver Lake and they could not make it work because you cannot build a big house on an acre and sell it on the market. If that is what the county wants, then we have to fund that and the government will have to subsidize it. **Commissioner Campione** felt like they were talking about two different things. **CM Minner** pointed out that they were talking about the same thing in two different ways of getting there.

Commissioner Blake commented that he was there for a presentation that Randall Arendt made and it was very interesting. He thinks that it was a really neat idea and there is probably a market for it in a lot of places. The point is that there needs to be a market for it. You cannot mandate good ideas and they do not have to be mandatory. When it comes to the Rural Protection Area, he is not an attorney, but that is what this boils down to and what the county has brought up at all of our meetings. Everyone who lives in that Rural Protection Area made that area less rural by pouring concrete slabs and encroaching on the animal habitat. With all these arguments that have come up, a little humility is in order from everybody when it comes to the Rural Protection Area. If you live there, you helped make it a little less rural and if you are a developer, you created the demand for the developer who built your house, and we all need to keep that in mind. As Commissioner Robuck said from the beginning, and every time this comes up, continuous annexation is a Leesburg issue and it remains a Leesburg issue. It is great that we are having this meeting and he appreciates the city sitting down with the county on this, but it really is a Leesburg issue. When it comes to Lake County in general, a lot of people treat the Rural Protection Areas as a Conservation Area. There is something called the Florida Natural Areas inventory and they have a catalog of all the areas that are under conservation in the State of Florida. It is a joint project between the Florida Natural Areas inventory and the Florida State University. He had a conversation about this last week, so he went and pulled up the numbers for Lake County and thirty-four percent of Lake County is in a permanent conservation. To his knowledge, that does not count the areas that are covered by our navigable waterways, so just imagine how much that adds to that percentage. He was not here to argue that Rural Protection Areas do not exist, but he does have a philosophical disagreement with slapping on this land designation that encumbers anybody's future property rights and locking them in the way they are. Western civilization was founded on the idea of property rights and, historically, when you see a piece of property and if you want something to happen a certain way on that property, the American way is that you buy that piece of property and you can do whatever you like with that property. You do not have the right to view someone else's property. He knows that has come up in zoning proceedings they have had. You do not have the right to a perpetual view of someone else's property. He knows that is hard to swallow, but he is just trying to be honest. With all due respect, he thinks the county needs to let Leesburg manage their annexation process, which is in turn managed by the state. Fundamentally, this is a property rights issue and when it comes to traffic considerations that happens as part of the process and nothing we say here today will change that. That is a natural process that will happen no matter what.

Commissioner Parks commented that he did not say he did not want the City of Leesburg not to grow. He wanted to make that very clear. In fact, he knows that the city will grow and he expects the entire State of Florida to grow, Lake County included. He hoped there would be an invitation for everyone to

look at a new model and a new process on how we could grow. There are a lot of examples in South Lake County, where he is from in Clermont, of things that just were not done in the best way. This could be an invitation to what he was looking at moving forward on how we could grow. It was not about telling you not to grow. We are elected officials, we are equals. We are in this together and that is the way he is looking at it. In his opinion, there are some things that are not going to work in the future to be fiscally sustainable or to continue with patterns of development that are not ours. Again, it is not curtailing or telling Leesburg what to do or that you should not grow, it is about coming up with a new model. The one unit per acre, for example, is the worst thing that Lake County could ever do. If all of Lake County was one unit per acre, that would be the worst thing, because it would not be sustainable.

Commissioner Campione remarked in closing that they came here today in the spirit of cooperation and collaboration. It could be that some of the things she said were misunderstood. With Hodges, there is a big distance from where that property is and US-27, and there is a lot of right of way that they do not have. The road will not be up to the standard that it should be for a project of that nature. The point was that the city cannot fix that because of its location. The location is not optimal for this workforce type housing and higher density housing and it is not the right location for that. They are asking to look at that a little more and how it is designed and the impact it will have. Just because a developer asks for an "x" number of units does not mean you have to give it to them. They came here with the idea that maybe there was a better way we could do things. She was not saying do not grow. She was wondering if there was something everyone could do better and hoped that maybe we could. She appreciates what Whispering Hills has done thus far by putting in some larger lots along the east boundary and limiting access to Number Two Road. That was appreciated. When considering all the unincorporated residents, she asked that the city consider asking Whispering Hills to widen the buffers along the perimeters. It would be perfect for the horse trail concept because they only have thirty to fifty feet now. Widening those buffers would create an insulation between them. It would also give a place for them to have an equestrian trail system. The same with any family if you have two to three hundred feet in those areas, those are great places to put an open space. That would go a long way in helping the unincorporated residents in those rural areas.

Commissioner Shields commented that he did not understand where the concept came up about the county not wanting the city to grow. We were just trying to look out for our unincorporated residents while trying to balance this out. They saw a terrific model for how to do it, so they were asking for joint planning. The city is going to get there. They wanted the best solution for everyone.

Commissioner Smith wanted to make sure he understood this project one hundred percent. This has two equestrian centers, six miles of equestrian trails along with a commercial aspect, as well as almost fifty percent of open space and wetland, correct? **Mayor Christian** replied yes.

Commissioner Shields continued to say that he appreciates the hard work that the City of Leesburg has done to work with the developer on this. He believes that the city has taken everything into consideration. We do have a property rights issue. We have a one to five acre model on the south and east sides of the abutting properties. There is no traffic going on to CR-48 or Number Two Road. It looks like it is being transferred over to US-27. He thinks the City of Leesburg has done a good job trying to accommodate everything the county has asked for. **Commissioner Campione** said that she appreciated the opportunity to sit down and hoped that they could do more of this in the future. She welcomes the concept of out of the box thinking. If we can address some of the issues that come up when new projects are coming online, we could do some master-planning.

Melanie Marsh, Lake County Attorney, wanted to verify if there would be a change in the direction of her attending the City Commission meeting on Monday night to object to the annexation. **Commissioner Campione** started a roll call of the county commissioners. **Commissioner Blake** stated that he did not think anyone from the county needed to be there. **Commissioner Parks** offered that the county should at

least have one representative there to listen to the presentation, but no, he did not want her to object to the annexation. **Commissioner Smith** said he was okay with no objection. **Commissioner Shields** remarked that it was already three to two, so it really did not matter. **LCA Marsh** stated very well then and discontinued the roll call. **Commissioner Campione** stated she made it very clear where she stood. We could do better and she wished we could work together more to create something and pin down some details that could help with the transition.

Mayor Christian said thank you and on behalf of the city he wanted to thank the county commissioners, Mr. Smith and Mr. Parks who showed up online for the joint workshop. Working together, thinking outside the box, he is sure that city staff would look at new ideas and concepts as we move forward in the future.

Commissioner Robuck commented he wanted to clear this up because he believes some of the county commissioners pushed back on the idea that the intention was not to have us grow. If that is the way it came across, the only reason it came across that way was for everyone's benefit and to be fully transparent is that several months ago he had lengthy conversations with Commissioner Campione regarding this project and her concerns. The developer, to his knowledge, addressed all of them, which were big requests. Then came no traffic on Number Two Road and less density on the other side of Number Two Road. They went from over two hundred units down to forty-one, which he had never seen a developer do. That was a huge change. Then the restriction on the amount of age-restrictions for the development the county wanted that to be put in the agreement. All that has been done and they made all sorts of other changes, which were discussed. Then the request from Commissioner Campione to have the county object to the annexation. That is why he feels that the county was asking the city not to grow. This developer went over, above and beyond, to meet the county's requests and then we are still here being asked not to do it. So, that is where that came from. **Commissioner Campione** replied that the ask was not to do it, it was to incorporate some of the requests from some of the other residents.

Commissioner Robuck pointed out that her request was to have the county attorney come to the city commission and object to the annexation. That was the request. **Commissioner Campione** said that they tried to have a joint meeting at the very front end of these projects. **Commissioner Robuck** pointed out that the city was provided with one date and we were unable to do that date. We responded to the county with no response back. The city even sent multiple emails. The fact is that we could not get a response from the county on the time to meet. **Commissioner Campione** disagreed and said that they attempted to do that. **Mayor Christian** interjected and said that this could go back and forth, but we need to move forward. He knew one of the dates that was offered was on a Wednesday but he had church, so he could not make it. However, we are at a point now where we need to look forward in a positive direction considering the county's concerns and thoughts. When annexations come to the city, he believes that is a city issue. He has no issue with us talking about the future, but for the two developers to ask them to stop at the eleventh hour, that is unfair. Whispering Hills alone has done a lot to accommodate the concerns of the residents. They have come to the city commission and they have bent over backwards. As Commissioner Pederson said, we have not seen a developer come in with those types of concessions and every time we make a change it does cost a lot. It costs somebody. They may make a lot of money, but it does cost something. So to just say go make a change because somebody does not like the entrance, that is not right, because those are major changes. That developer has done a lot of work and this commission has done a great job. We do not approve everything. We have made developers change their designs, their architectural designs, and their buffers. He feels that they have done a decent job at pushing the developers to grow as a city. He thanked the county for being here and he thanked the county commissioners who asked the county attorney not to object to the annexation on January 3rd. **Commissioner Robuck** added that he thinks it would be appropriate for the rest of the county commissioners to have the list of the demands that were provided to the city by Commissioner Campione so everyone would know where the frustrations were coming from. **Commissioner Campione** said they

were not demands. They were topics that she thought could be considered as an alternative. She tried to present it in a way that, down the road, looking at a conservation design and implementing some of those concepts and there could be ways that you could implement the concepts into these particular projects.

For example, not grading, not changing the topography, which is the type of thing that goes into conservation design planning. You do not change the topography, you work with the lay of the land and the hills. It was done in the spirit of collaboration and trying to be good stewards to represent the people of Lake County.

Commissioner Connell stated that he had no comment.

Commissioner Pederson had no further comment.

Mayor Christian asked if there were any further comments from the county and there were none. He closed the dialogue.

5. ADJOURN

The meeting adjourned at 10:48 a.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 3, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 3, 2022, at the Venetian Center. Mayor Christian called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. ELECT MAYOR

Commissioner Robuck made a motion to elect Commissioner Pederson as Mayor for 2022 and Commissioner Burry seconded the motion.

Mayor Christian asked if there were any other nominations. There being none, nominations are now closed.

The roll call vote was:

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

Five yeas, no nays, the Commission elected Commissioner Pederson as Mayor for 2022.

Mayor Christian passed the gavel to Mayor Pederson.

3. ELECT MAYOR PRO-TEM

Commissioner Robuck made a motion to elect Commissioner Burry as Mayor Pro-Tem for 2022 and Commissioner Christian seconded the motion.

Mayor Pederson asked if there were any other nominations from the Commission. There being none, he closed the nominations.

The roll call vote was:

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

Five yeas, no nays, the Commission elected Commissioner Burry as Mayor Pro-Tem for 2022.

4. PRESENT PLAQUE TO OUTGOING MAYOR JOHN H. CHRISTIAN

Mayor Pederson presented a plaque to outgoing Mayor Christian. He has been Mayor five times and his shoes would be hard to fill. He thanked him for everything that he had done over the years. This is his first time being Mayor, so you may notice a difference in how he runs the meetings.

5. APPOINTMENTS

A. Commission Appointments for 2022

Personnel Committee (called as required)

Mayor Pederson
Commissioner Christian

Lake Community Action Agency, Inc., Board of Directors

Commissioner Christian
Commissioner Burry, Alternate

Lake County League of Cities Board of Directors

Mayor Pederson
Commissioner Connell, Alternate

Florida League of Cities

Mayor Pederson
Commissioner Christian, Alternate

Metropolitan Planning Organization

Commissioner Robuck

Commissioner Burry, Alternate

St. John's River Water Management District Liaison

Commissioner Burry

Florida Municipal Power Agency

Electric Director, Brad Chase

City Manager, Al Minner, Alternate

Finance Director, James "Jim" Williams, Alternate

Florida Municipal Electric Association

Electric Director, Brad Chase

City Manager, Al Minner, Alternate

Florida Municipal Power Agency Policy Makers Liaison Committee

Commissioner Robuck

Commissioner Burry, Alternate

Leesburg Center for the Arts

Mayor Pederson

Leesburg Partnership

Commissioner Burry

Commissioner Connell, Alternate

CM Minner asked the commission to confirm their appointees by email to the City Clerk before the next meeting with respect to the Airport Advisory Board. This is done on an annual basis, so if everyone submits their information, they could revisit this at the next meeting.

Commissioner Burry pointed out that he was appointed to the Hospital Trauma Board and he was willing to stay on that as well.

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 1,088 +/- acres; and being generally located east of U.S. Highway 27, north of Dewey Robbins Road, and south of County Road 48, lying in Sections 24 and 25, Township 20 South, Range 24 East; and Sections 20, 29, 30, 31, 32, Township 20 South, Range 25 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws**

and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date (Whispering Hills/Marsan).

ADOPTED ORDINANCE 22-01

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

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

CM Minner asked if the Planning and Zoning Director could make a brief presentation on this case. **PZD Miller** stated this is the Whispering Hills project and it is approximately one thousand and eighty-eight acres. Within the request are three separate items on the agenda. The first being the annexation of one thousand and eighty-eight acres of property. Secondly, is the large-scale comprehensive map amendment, which would take the property from rural areas under the Lake County comprehensive plan to neighborhood mixed use under the City of Leesburg comprehensive plan. The third one would be the zoning, which is a request to take the property from Lake County Agriculture and put it in the City of Leesburg PUD. Under that proposed PUD, there are approximately twenty-one hundred units and numerous uses, including mostly detached single-family homes, retail shops, restaurants and medical offices. It is a very large development for the city. Over thirty percent of the development is open space. There are architectural standards within the PUD for design and there are site access and improvements that are required. Under the latest proposal, the future proposed site plan map has been modified from the original. With the lots along Number Two Road, the applicant worked with surrounding property owners and they came back and made those acreage lots. They also took access to Number Two off of the property itself for the majority of the property. Now, all access will come from US-27. It is a pretty tight PUD and development. If there are any questions he would be glad to answer them. A number of questions could be answered by Tara Tedrow, the attorney who would be making a presentation. He knows there are a number of residents from the public who would be speaking. **Mayor Pederson** thanked PZD Miller for his comments.

Tara Tedrow, of Lowndes Law, 215 North Eloa Drive, Orlando, stated that, similar to the first reading, she would like to address all three items at the same time. She knows they are voted on separately, but for the presentation she should like to cover them all at once. The project is Whispering Hills and it is a large master-planned community. It is being contemplated to be annexed into the City of Leesburg. It is approximately one thousand and eighty-eight acres with six hundred and forty-two net developable acres. When you hear that a project has one thousand acres, you assume that each of those one thousand acres will have some sort of development on it. However, they will only have six hundred and forty-two developable acres out of the entire project site, which came from one seller that owned this land. There are two hundred and three acres on this property that are wetlands. Under the PUD agreement, (which city staff came up with, they originally drafted it. It was not drafted by the developer or herself, it came from the city after careful consideration of the compatibility and consistency standards and requirements with the city code and comprehensive plan while taking into consideration the existing developments that were around the project) those two hundred and three acres under the PUD standards have to be put under permanent conservation and dedicated to a water management district or other legal entity. That means that those acres would be undevelopable. They have three hundred and thirty eight acres of property contemplated for open space and recreation. Those three hundred and thirty eight acres will

provide for passive and active amenities for recreational purposes as well as green space in perpetuity.

As the Planning and Zoning Director mentioned, the open space requirement is a minimum of thirty-five percent and it is well over that on the entirety of the developable property. Interestingly enough, it is the same open space standard that Lake County has in their rural future land use designation for certain densities as well as the same standard of open space that Lake County has for their rural transitional future land use. Not that it would apply post annexation, but it was worth mentioning.

The proposed mixed use development consists of a maximum of two thousand nine hundred and forty-two residential units. Not to exceed a gross density of two-point seven dwelling units per acre. Forty-four acres are set out for a town center and that town center itself has to have twenty percent of open space within it. There is a minimum of three acres dedicated to the city for support services and whatever the city would like to do with the three acres, that will belong to the city. Again, there will be thirty-five percent of open space over the entire project and another fifteen acres have been offered and dedicated to the school board.

Referring to a rendering, she provided a project aerial of where the project would be located. They looked at areas around the site and within a two mile radius all the way around the subject property, they estimated ten thousand residential units have already been developed. If you look to the west of US-27 or the north of the subject property, you will see what she would call classic urban sprawl. So, if cities and counties continue to develop in patterns of disparate and disjointed subdivisions with no supportive commercial or any other type of amenities, we will have one hundred percent automobile-dependent communities in perpetuity. There is an importance of large-scale, fully thought-out, planned-out-master-planned communities, because that allows them to bring in different types of residential, to service a variety of types of housing and needs that a growing city demands for their residents. It is not just for the residents now, but for the ones who are coming in the future, which is why the city has a growth management plan and not a growth mitigation plan. She showed the proximity to the existing residential areas to the north and you can see the different types of residential development that already exist. In Plantation alone they have four thousand residents, and that is located right on the other side of US-27.

Referring to a slide, she showed the proximity to the existing commercial and PUD zoning and along US-27. There are already different varieties of commercial zoning on the eastside of US-27, which is where their property is located.

This request is a recommendation of a final approval tonight consistent with city staff and the Planning Commission for the annexation, the large scale comprehensive plan amendment and the rezoning. With the background, in July they held the Planning Commission hearing with the recommendation for approval. Since then, they have had a lot of meetings over time with surrounding residents that reached out to them, including site walks. They met at residents' houses to get views from their backyards to see what they saw. They promised them certain changes would be made after having those meetings. They also held community meetings here on a voluntary basis as well. The DEO transmittal happened back in September and they received comments back from the DEO in November and it is important to note that there were no objections from the DEO. They only received comments back from the DEO and one of the comments was that they should talk to Lake County and that certainly happened last Thursday. They had a site meeting with some more residents back in November and they have had ongoing communications, phones, texts, and emails with neighbors that resulted in quite a few site plan changes over time. They have changed their site plan at least a dozen times in direct response to what was asked of them by surrounding neighbors who had reached out to them. In terms of process, this is the land use entitlement phase. They are requesting permission for certain uses and development standards on the property. The planning commission provided that recommendation and staff provided their professional opinion of a recommendation of approval. She also pointed out that a staff recommendation for approval is considered competent and substantial evidence. Then it went before the City Commission for first reading, which was when the project was transmitted to the Department of Economic Opportunity for

review. They received no objections. If the project is approved at second reading by the City Commission, that is when they will go into a near million dollar phase of site engineering and detailed study work for; drainage, stormwater, wetlands, utilities, master storm water, and utility plans. It will also include roadway design and construction, offsite improvement plans as well as tree surveys and preservation plans that are required, all of which have to be reviewed and approved by the professional staff and other local and state agencies. The proposed PUD development standards are pretty lengthy. There are twenty pages of text within their PUD. The project has to be developed in phases as with any development. Part of the development and phasing that they do is going to depend upon them meeting currencies. They have to show that there are enough seats in school and that they can mitigate the impacts on traffic before they can start getting CO's for their development phases. When it comes to commercial development standards, there is a minimum of twenty percent open space and architectural standards set forth under the city codes for any commercial development. For the residential development, they will have single-family and multi-family, but the total buildable units will depend on the final engineered site plan. The code requires a conceptual plan, which is provided per code. The final density is determined after they deduct the amount of land needed for setbacks, landscaping, buffers, open space requirements, wetlands, conservation areas, stormwater ponds, lot size minimums, streets, sidewalks, utilities, amenity areas, golf courses and equestrian trails.

They have had folks come and ask where exactly they are putting things on the property and exactly how many houses are going to be on a certain portion of land, but it is hard to say because that begins in the second phase of the detailed site work which is underway now, but that is not completed or required to be done prior to this phase under the city's code. Under the development standards, this is a site plan and there are a lot of details in the conceptual plan itself with different types of areas and different lot sizes. When it comes to residential development standards, there are some very specific and strict architectural diversity and design requirements. They have a maximum two-story building height, two car garages, there are some minimum setbacks and building footprints established for different sized lots. For roadway designs, in the very beginning, they had a secondary main access point on Number Two Road and they swiftly and continually received feedback stating that it was a bad idea. They went back to the drawing board to figure out how they could take all of the development's traffic off Number Two Road. They had access number point one and now they have contemplated from day one how to take access point number two out. This is something where today they even talked to an adjacent land owner about how they could design access through their property to reach US-27. This is really critical in filling in some of the missing pieces of the transportation network for the city. The city's comprehensive plan requires, and she quoted "the city will require new developments to be interconnected. For transportation networks, developers must design and provide connectivity and access between adjacent residential developments and nearby land use." Objective 1.2 of the comprehensive plan is entirely about roadway connectivity and providing mandatory cross access and cross easements between projects. The Windmill PUD is one example of a project that already abutts ours and has connectivity to US-27, which the developers have offered to pay upfront costs to be able to provide for that roadway network now. They have also talked to other developers to the north of the project to get connectivity, so one way or another, the second main accesspoint is going to be through and up to US-27. That is a requirement in the comprehensive plan for the other developers to play ball with them on that one too. It is a good thing because they want to put cars in an orderly fashion and not on Number Two Road.

When it comes to recreational requirements for the project, there is a minimum of thirteen point five acres of recreation space. They have far exceeded that in their plans, especially with the open space and amenities that they are contemplating. They have over three hundred and thirty acres of open space provided. The primary recreational facility has to be constructed in conjunction and completed no later than the CO for the first two hundred and fifty residential units so that they have the recreational amenities. As they start getting more units out on the property, two additional active recreational acres

would be constructed before the CO of five hundred homes along with some required amenities under the PUD; things like the minimum nine hole golf course, the equestrian center, the swimming pool, playground area, trails and other activities. With the wetland and wildlife preservation, they have studied and performed a tortoise survey, skink survey and overall wildlife survey. They are working with the Florida Fish and Wildlife to get either a Gopher tortoise relocation or to establish a permanent conservation sanctuary area on site for their gopher tortoises. No skinks or nesting sandhill cranes were observed and no bald eagles were found on site. Their study was submitted with the initial application and the city has a copy of that study from Modica. Another thing that is worth mentioning, even though it does not apply, is Lake County talks about a wildlife preservation plan in their comprehensive plan, and the city also talks about a wildlife preservation plan and those are things that they have complied with. They will also continue to comply with it during their site planning process.

Referring to a slide, she showed the original concept plan with the layouts of lots and very dense development boarding the entirety of the property that went before the Planning Commission back in July. This plan received a recommendation of approval from the Planning Commission along with the professional staff. The Planning Commission did not ask them to change this plan, nor did the staff. The neighbors requested the changes, so they made the changes and updated their site plan. Now the revised concept plan is very different from what they had originally submitted, so they went back to rearrange where they clustered some of the density more towards US-27. They increased the lot sizes in areas where the neighbors had asked. She provided an example showing the different amenity areas all over the property that are contemplated; the community gardens, petting zoo, dog parks, community pool, tennis court, the equestrian center and a farmers market. There are some compatible types of amenities that will benefit not only those who live in this community, but those neighbors who live adjacent who could take full advantage of it. They also have trails and paths contemplated for interconnectivity purposes and there will be an eight-foot wide golf cart path and a five-foot-wide jogging/exercise trail. The engineers have gone back and looked at that in more detail and it looks like it will be more of a ten-foot wide golf cart path in addition to a six-foot-wide jogging/exercise trail. So, they would have that in addition to the equestrian trail, which would provide that great connectivity throughout the project.

They were asked in Area M to increase the lot sizes. They went back and revised it and made them one to two acre lots. It initially showed four hundred and eighty-eight lots and they agreed to forty-one lots in that area. In area L, initially they had two hundred and twenty-five lots and the residents came and asked them to change that. They shifted that down to thirty lots. Now, the most recent change, which was not before the Commission at the first reading, is in the areas closest to Number Two Road off Turkey Lake Road. They had previously shown sixty-seven plus lots boarding that property line. They agreed in a meeting and in the backyard of two of those residents that they would make those lots one to two acre buildable lots with about five acres of total inclusive greenspace between them. There would be one to two acres of buildable, and about three acres of additional green space for it to be about five acre lots. They would be similar to what they currently have. They agreed to do that and they took that down to nine lots boarding their property. These are some significant concessions, fortunately for her client, because it is good practice. Unfortunately, for everyone else, the bar has been set pretty high for communication with neighbors and being responsive to some of those concerns. They have really gone out of their way to try and be as responsive, short of just pulling away the project which was not on the table. Other than that, they really did try to go back and make as many concessions as they could to help make the project be more palatable for some of the folks who are living next to the property. To outline some of the voluntary PUD changes, they went back to the PUD and put some more prohibited uses where they could not have any consignment stores, pawn shops, scrap yards, or dollar stores. They also changed the lot sizes in response to what the surrounding residents asked and that is reflected in the concept plan. After a conversation with the Lake County School Board, they will dedicate fifteen acres of land located either on this property or on an adjacent property that they own which may not be under this

PUD, but is still located in Lake County, in order to mitigate the impact of residential development. They will continue to work with the school board on finding a suitable location. They also agreed that there would be a minimum nine hole golf course instead of a minimum twenty-seven golf course. They added Section 20E, that states they will strive to be certified by the Audubon Cooperative Sanctuary Program for Golf Courses (ACSP). She is unaware of any other golf courses in Lake County that have this certificate or that type of certificate. This is an environmentally friendly design element which has very strict standards for golf course design, where you have to meet those standards and you have to continue to be certified. It is one of the highest bars that you can set. They put this voluntary condition there without being asked, so they would also have that. They would also have to meet environmental components with the golf course design and once you are designated it is only awarded to golf courses once you can meet those management standards, so that would be something they would strive to achieve to get that certificate from them or an equivalent organization. In addition, the project also had some requirements for walls. They have to have a stucco-type wall as a visual buffer. She went back and thought about that and thought maybe some residents did not want to have a stucco wall next to them. Perhaps they want a split rail fence instead of maybe they do not want a fence at all. If that neighbor agrees and if they do not want them to put up a wall, they could come back and say they will not put that wall there. If they think that it is too obtrusive, they can put up a split rail fence or something else.

Whatever that neighbor agrees to, that seems more compatible with that transitional standard. It gives that right so long as the neighbor provides a notarized signed and recorded affidavit to the site plan that would change that standard. The dark sky lighting was brought up by some of the surrounding residents and a lot of people talk about the dark sky lighting code always vaguely addressed. Both the Lake County code and the city code just say dark sky, so they went to the International Dark Sky Association Standards, which are the global best practices for dark sky lighting. They looked up what it said about dark sky lighting, especially in a rural area, and the International Dark Sky Association has a lot of information on that. They create low ambient lighting zones, moderate ambient lighting zones based on the environment around you and the uses that you have. They had enhanced dark lighting standards that they could utilize. They would work with city staff on those and have city staff review and approve the lighting plans based on safety and city codes. Those zone considerations under those international standards talk about default zones for rural and low density areas. She believes this is the gold standard for what other developers should be doing when it comes to dark sky lighting plans. Offering specifics like this, the way they did in the PUD. As previously noted, they removed the main access point from the project onto Number Two Road and they will have the main access point on to US-27. With Area M, across from Number Two Road, they do have forty-one lots in that area and those residents would have gated access into the main project area. They will have access to go right across Number Two Road into the main project area and have access out of the main project area. It is for emergency vehicle access, which is required under the city code. It would also be for the forty-one homeowners to be able to go to their houses right across Number Two Road. We will not have Number Two Road as a main access point. They have even revised their traffic studies and put all the traffic on US-27. They volunteered to donate land. They are going to strive for certification for the best environmental practices. They will have a community garden, petting zoo, pickleball court, a second equestrian facility and more recreation facilities, including a farmers' market. They increased the lot sizes in a lot of significant ways. They took some fifty-foot lots and turned them into one and two acre lots, which is pretty significant. They did that again because they were asked by some of the surrounding residents. They agreed to increase the vegetative buffer significantly next to some neighboring properties that talked to them. They also enhanced their dark sky standards. When it comes to the regulations that are reviewed on applications, they are set forth very clearly under the city code and regulations. They are not set forth by a county code or county land development code. They are set forth by the city code and under the city code they meet a lot of the standards. For example, the project is going to add residential and nonresidential features and that satisfies the vision and the city's GMP for a diverse array of housing options including single-family and multi-family housing at varying prices and sizes. They have office, commercial and retail uses

strategically located to take advantage of on US-27. They have significant acreage dedicated to recreational uses and open space. There are some housing options like ALF and amenitized lakes and water features. More specifically, (objective 1.2) talks about protecting neighborhoods and diversifying housing. This project provides opportunities for diverse residential areas. It encourages various housing types to meet the lifestyles and needs of all residents. It also protects the existing neighborhoods because the modified plan provided shows significant setbacks and the transition of proper planning. With (objective 1.4) sustainable development, the City of Leesburg has proposed a smart growth development pattern that makes efficient use of the developable land. It fully utilizes urban services and infrastructure, promotes a wide variety of transportation and housing options, absorbs and effectively serves a significant portion of the anticipated future population growth of the city. It protects the architectural and environmental character of the city through compatible high quality and environmentally sensitive development practices and recognizes the city's role as a regional hub of commerce and employment. With (policy 1.4.1) mixed use development, mixed-use developments and mixed-use buildings are encouraged within the City of Leesburg with appropriate buffers between uses to ensure compatibility. They have provided that type of mixed-use development. Land Use Compatibility, (objective 1.6) provides for adequate buffering and setbacks between internal and external uses. Their less intensive transitional uses are located between low density residential, with higher density and commercial. Then through the existing commercial zoning along US-27. Their design requirements and voluntary plan changes certainly address the impact of new development on adjacent properties. Transportation and land use compatibility (objective 1.7) in the city is supposed to ensure that population densities, housing types, employment patterns, and land uses are consistent with the transportation network. Cross access between adjacent properties is provided and the main access points are on US-27. Adjacent jurisdictions (policy 1.8) the city has promoted compatibility of adjacent land uses and the annexation provides for sound growth and development within the city. It manages the anticipated growth in a manner that creates more sustainable development based on residential neighborhoods and mixed communities, ensuring compatibility between the environment, new development and existing developed areas. They do not just continue to promote urban sprawl. The project will be designed to ensure appropriate buffering and setbacks are in place, especially when transitioning between different uses. They also help absorb a portion of the city's anticipated future growth. It will also increase the anticipated impact of the collection of impact fees, ad valorem taxes and utility charges. When it comes to the annexation, she submitted a letter to Lake County last week and she submitted it again for the record even though the City Clerk already had a copy of it dated December 27, 2021. It outlined the reasons why this application met Florida Statutory minimum requirements under Chapter 171, Florida Annexation. There was confusion that has been stated on the record at the Lake County Public Hearing as well as during the Hearing here, that part two of Chapter 171 is what applies to an annexation such as theirs, but it is part one that applies to an annexation such as theirs. The first part of Chapter 171 for everyone's education is if you are contiguous to a municipal boundary which they are and they meet those statutory requirements, then they can annex in. There is an Inter-local Service Boundary Agreement (ISBA) that is contemplated that you can enter into with Lake County under Part 2 of Chapter 171. If you go to part two of Chapter 171, that language is mirrored by the direction in the ISBA that was already negotiated and approved by the City and Lake County years ago. That ISBA also states and she quoted "if you meet part one a city may annex any property", so they do not have to go to Lake County for approval of annexation. It is entirely within the city's jurisdictional right to approve an annexation with contiguous properties which they are and they do not have to be urban in character because urban in character comes under part two of Chapter 171, which again is inapplicable to their project both under Florida Statutory Law as well as under the ISBA by which both the city and Lake County are bound. City staff based a recommendation for approval and there were a number of reasons for recommending approval. Again, the competence of substantial evidence and the only competence that they will probably hear on the record tonight is going to come from the professional staff and it gives a recommendation for approval because they met all of Florida's Statutory Requirements, they met all the policies under the Comprehensive Plan as well as

under the City's Code. They are also consistent with the Growth Management Plan (GWP). In addition, they meet all the requirements for the rezoning under the City Code and the Comprehensive Plan. They are requesting a recommendation tonight for approval. She asked for the opportunity to respond to any comments from the public and to answer any questions. **Mayor Pederson** thanked Ms. Tedrow for her presentation and for the efforts in all the meetings with adjoining property owners. He opened the hearing for public comments.

Scott Sattler of East Dewey Robbins Road, Howey in the Hills (unincorporated), stated that he appreciated the presentation but he wanted to flow the two projects together. He thought they would be allowed to speak after each project, Whispering Hills and Hodges. In his opinion, the common goal in this process should be a path to unification with all parties committed to the best solution. It may also be his opinion, but he certainly does not want his rural lands to someday become as mismanaged as Leesburg is currently. Public education is below the national average in almost every category. The crime rate on the FBI database ranks Leesburg in the bottom three percent of the safest cities in America, which is an obvious area of concern. Tara Tedrow mentioned that she is donating fifteen acres to the school board. Is that for an elementary school, a middle school or a high school? All of which currently face major overcrowding issues except for the high school, where it is two percent under one hundred percent. That would have a direct impact on their area. The roads surrounding these developments are not sustainable for the increase in traffic that it will experience. Even with the latest concessions to traffic flowing to US-27, this is not just gridlock they are talking about but actual public safety issues on the roadway. There is no northbound exit to US-27 from the turnpike, where traffic will flow right down to SR-19. Then to East Dewey Robbins Road, to South Dewey Robbins to Dewey Robbins as the shortest route of travel back to Whispering Hills. He asked for a show of hands from the Commissioners how many were on East Dewey Robbins Road. He then asked about Dewey Robbins and South Dewey. For the Commissioners who have not been in any of the areas, it is really hard to vote for something like this because you have not actually ever physically been there. It is not as if they are against development. They all knew at some point this would come, but what they are against is not being able to decide how they merge urban and rural-character lifestyles together. As not to lose either of them and actually find a way to gain from both. Everyone here has as much responsibility to consider regarding the surrounding neighbors' concerns and the conservation design. He is of the opinion that Randall Arendt is probably the best way to bridge this and to make all this possible to move forward. They all sat in here and watched the committee refuse to pay attention to the presentation. He watched the table and no one turned around except maybe a couple of times. They were so objective to the idea, which again, he thinks, is the biggest bridge to combining urban and rural neighborhoods together. He thinks everyone should review that process in future planning. It is fair, it is just, and everybody wins. He agrees with the County Commission in the fact that all of you can do better together with the help of the rural citizens. As to the RPA and the ISBA, that is two years behind its review of every five years since it was established. Meaning, it has not been reviewed at all. They stand behind removing the RPA from the ISBA and it never should have been included in the first place. The RPA should be held as it is stated in the existing Comprehensive Plan, forty-nine years of data, research, studies and science that all suggests why it was given its original designation to preserve and protect that portion of land against urban development. They are only asking for what is right and has been decided long before today's process. Hodges Reserve absolutely does not meet any requirement for annexation at this time. It is not comparable to Whispering Hills and is no way urban in character. To top that off, there were no concessions provided when they were asked at the very first hearing what their plan b was. None were offered and none have been made since. They appreciate what has been done with Whispering Hills, but they do not feel like they are where they need to be, which is why they firmly object to the development of Hodges Reserve. The consideration of the Yalaha Lake/Apopka Rural Protected Area would be appreciated, as well as Randall Arendt's conservation design for future planning.

CM Minner stated, for point of order and clarity, this was the public hearing for Whispering Hills. As the Planning and Zoning Director said, there is an annexation, land use and a zoning portion to each of these requests. These are two separate items with two separate public hearings. The first one is for Whispering Hills and then we will go through the same process for Hodges Reserve. For members of the public who came here tonight to participate in the public hearings, there will be an opportunity to speak about both things separately. He asked that the public be cognizant of what they are petitioning against.

Joanna Mitchell stated that she is a resident in the affected area. Her and her husband reside on South Dewey Robbins Road where they own property. They are not directly affected, but they will be affected by the increased traffic along all of Dewey Robbins Road, including South and East Dewey Robbins. As anyone who lives in the area knows, they keep talking about everything going out towards US-27.

However, anybody who resides in the area knows that from US-27, if you go down Dewey Robbins, you can cut across South Dewey to East Dewey and that is the fastest way to get to SR-19. It is also the fastest way to get to Clermont and Tavares. Essentially, it is going to become a major thoroughfare and they are talking about little tiny two-lane, country, winding roads. She wanted it on record that both her and her husband strongly objected to the annexation of Whispering Hills. She was going to address both annexations, but if they are required to come up and say the same exact thing twice, that is what she would do, because both projects are completely incompatible with the area. Whispering Hills is not quite as bad as Hodges, but neither of them are compatible with the existing area, including the present infrastructure that is there. They are both also located in the Rural Protected Area and the intent and purpose of the rural protection area was to exercise extraordinary care to uphold the rural nature of these areas. Both of the proposed developments are within the RPA, which is the Rural Protected Area, and the goal was supposed to be protecting environmentally sensitive land, protection of equestrian and agrarian lifestyles and protection of wildlife. There are design techniques available that allow for responsible development. They are not against development and they understand development is going to happen, but there has to be responsible development. While Whispering Hills has made some concessions, they believe there could be significantly more. There needs to be bigger setbacks, bigger green zones between the existing development to help protect not only the rights of the people who are attempting to develop the property, but you have to also remember not to infringe on the rights of property owners who bought property out here when it was a very rural area. Most people own anywhere between ten, twelve, to forty acres and to put a multi-family housing unit so close to some of these properties is not compatible with the area whatsoever. She mentioned that she is an attorney and that she belongs to a group called Citizens for Protection for Rural Areas. They hired a court reporter for today's hearing, for the record, and so the numerous objections can be clearly and properly preserved that if erroneous decisions are made here this evening, they have a properly saved record for the purpose of appeal.

Kim Cronin 6531 Dewey Robbins, Howey in the Hills, stated she wanted to address the meetings that were held with property owners adjacent to Whispering Hills because some of them were held in July and her family was on vacation. They attended a meeting in August and told the developers that they would like to have a meeting with their neighbors and with them. They also shared a couple of emails and that was as far as it went. She wanted to bring that to the Commission's attention. Her family is affected by this property as it is directly adjacent to the proposed Whispering Hills development. She objects to the annexation, the comprehensive plan amendment and the rezoning. The Whispering Hills development is inconsistent and incompatible with the surrounding area and she would like to see this project be postponed to work towards larger buffers. She had just heard there were twenty-foot buffers. She thought between the horse trails, walking trails and golf trails that there should be larger buffers. She would also like to see them create a transition between the Whispering Hills development and the rural neighborhoods all the way around the property and not just certain areas. They did their homework when they bought their property on Dewey Robbins Road in 1999. All the property surrounding them was agricultural land, one house per five acres. Most of their roads were clay roads at that time, which was

something they thought there would be some adjusting to. They purchased ten acres with a double wide mobile home. They were looking for acreage and something that was affordable. She heard someone say that all of their houses out there were worth five hundred thousand dollars and that was just not true. They enjoy the rural atmosphere, the lifestyle and the pleasure of watching their grandchildren raise animals for the 4H Fair. Since they purchased their property, the only zoning change they had seen or heard about was the RPA, Rural Protection Area. She asked that they postpone the vote tonight. She believed there needed to be more compromises with the rural families that surround this property.

Vance Jochim, Fiscal Rangers.com, commented that he has been to all fourteen cities in the last fifteen years covering political and local government issues, including the county and the school board. He had the opportunity to see the Lowndes representative speak before so he could see a pattern of her working with residents. He wanted to acknowledge that he had seen her doing the same thing in Tavares. However, then you compare the remarks that you hear about the Hodges developers, they did not compromise on anything and that should tell you the difference between the two types of developers and who you should seek.

He pointed out that he had a map from the school board which he paid twenty dollars for because they would not give it to him for free. The school board has an annual concurrency committee meeting that creates these maps. The map shows all the developments in Lake County that are in progress or that are being currently planned. Unfortunately, it does not show traffic counts that would be generated, which was his main concern this year. He will be focusing and investing his time on how these traffic studies are developed because of the fact that both of the proposals that are here did not have traffic studies included in the packet. It said there would be one done later, but why don't you analyze the traffic now? He recently saw one in another city where they calculated that the traffic was going to be ninety-seven at a percent capacity of the road and that was before they put in a six hundred unit apartment complex. That city council, Tavares, turned that development unit down because it was just way out of line with the community. He thinks that the city needs to develop a sense of why people buy into these rural areas. He is not one, he lives on a small lot on a canal, but people buy into these areas because they want a rural life. What rights does an adjoining property owner have who bought that five, ten or twenty acre lot? What rights do they have to sell out to a developer who then puts in three, four or six units per acre and completely inundates them with traffic? He comes from Orange County, California and if you go on Google satellite all you see are rooftops. That is all you see in the entire county and especially in Huntington Beach, where he lived. All they are, are rooftops, but they planned for the roads. This county did not plan for the roads and they did not plan for the right of ways. They have winding country roads amongst the lakes and that is going to cause gridlock. Do you want to be one of the people that are causing gridlock? In his view, they are ignoring the traffic analysis reports, they are getting biased traffic analysis reports and they are not talking about the real numbers.

Lori Brown, Dewey Robbins asked the commission to listen to her neighbors. She said the City of Leesburg is number seven for crime and that is scary. She asked if everyone lives in developments in the City of Leesburg and wondered if and when enough is enough. She asked that the city leave their area alone because there would not be any country land left if they continued to build. When will there be any country left? Please listen to her neighbors. They like living in the country and even though others might like living in developments, they do not.

Terri Blessing, of Blue Sink Road, Howey in the Hills, stated she resides off Number Two Road. She appreciated the man regarding the traffic studies because she would like to challenge everyone to review traffic studies before voting. She believes that did not happen one time. She does support Whispering Hills in their concept plan and she wanted to make it clear that development is coming. She likes it just because of the fact that they have incorporated some economic development and not just rooftops and they are trying to listen. However, she is not sure they are totally ready for a yes vote tonight. She was

very disappointed because she had an email showing that they were going to work to reduce the number from twenty-nine hundred down to twenty-one hundred and she had presented twenty-nine hundred again. That bothered her a lot because she feels in her heart that if you are going to stand up here and communicate with the residents, then you have to follow through. Does she appreciate the fact that they took their entrances off Number Two Road? Yes. One thing she would like to include in the PUD language is mass grading. If the developers are going to try and not do any mass grading, she would like it stated that there will not be mass grading. It should be reviewed before any mass grading occurs and that should be outlined in the PUD language. She brings this up because another developer stood before this commission and said they were not going to take down the trees and that they were going to leave the beautiful historic trees along Number Two Road and now every last one of them is gone. It was not put in the PUD language and they were able to come and say it just did not fit as part of their plan. With that being said, Whispering Hills does need some alterations. She would like to see a better number than the twenty-nine hundred because she knows they can get that down. She asked the commission to please do their due diligence. Do not just believe a developer, you need to review and make sure the information and documentation, especially these traffic studies, are correct. As the gentleman said before her, she is not sure what they are doing when they do the traffic studies. She is not sure about the design and she has communicated with MPO, so she is very familiar with that process.

Michelle Cronin-Miller, 6533 Dewey Robbins Road, stated they are affected by the Whispering Hills development. They live across the lake from this development. The lake where her children fish. They dirt bike, raise cows, pigs, chickens and rabbits for 4H Fair and their community. Her family is opposed to this development. From what she could understand, from what was said by the attorney, she did not hear one thing about public safety or how they were going to increase the fire department or the police department on that side of town. If you are going to add us in, you have to add us in with your city fire department and police department, which includes EMS. Lake County EMS is already stretched thin, so she does not see how they are going to add more people in this area. She noticed on the map that shows all the subdivisions that are around there and there is nothing to the south. She could not show the south because all the development is to the north. Plantation has been there for years. All the fifty-five and up communities have been there for years and they are south of this and this does not work in their rural area.

Lydia Cook, 26100 Serenity Lane, Howey in the Hills, stated that she objects to the annexation, comprehensive plan amendments and rezoning as they are inconsistent and incompatible with the surrounding area and present infrastructure. There are only three rural protection areas in Lake County and Whispering Hills and Hodges are both located in the Yalaha Lake/Apopka Protection Area. She lives in the Yalaha Lake/Apopka Protection Area of Lake County and RPA's are areas specifically designed within the Lake County future land use map as areas where land use is intended to remain rural. This designation demonstrates that the county government recognized the rural areas are not just underdeveloped areas waiting for the next urban or suburban housing development to occur, but they are communities for residents who choose the rural lifestyle to purchase and build their homes on large lots ranging in size from five acres to forty acres or more. Many families have lived in the area for generations and have passed their acreage to their children and/or grandchildren. Rural areas provide open space, an area for recharge and carbon reduction, wildlife habitat and many beautiful vistas. Greenspace and nature provide mental health benefits and can reduce stress. Rural residents support local and regional economies with purchases related to construction, farm equipment, pickup trucks, fencing, riding mowers, restaurants, local markets and many other typical necessities. Families who live in the RPA embrace open space and clean air. They appreciate wildlife and enjoy the many activities associated with wildlife. Many residents are local business owners or working families who choose to travel to their employment locations over living in busy cities or suburban environments. She and several of her neighbors have horses, ponies and chickens

along with lama's and pigmy goats. There is a lot of wildlife in this area, which includes coyotes, alligators, egrets, obits, blue herons, sandcranes, owls and eagles. They are in awe every day of their surroundings. They would like to ask that the decision for Whispering Hills and Hodges Reserve be postponed until they meet the criteria of the RPA. The infrastructure in this area is not sufficient to handle these developments and there are no plans in the near future for any improvements.

Deborah Shelley, 9710 East Dewey Robbins Road, Howey in the Hills, stated she is with Citizens for Preservation of Rural Areas. She attended the joint meeting last week between the city and the county. She understands the concerns of the city and the city's desire and need to grow. She thinks there is a wide divide between the city's desire and the adjacent rural community. She believes we all need to work together to provide a balance between city needs and the adjacent community. For the past fifty to one hundred years, the rural areas were just considered areas waiting to be developed, but now the rural lands are bonafide land uses. You also have residents on large lots and these residents deserve the same consideration with respect to an adjacent land use on a quarter acre lot, a half acre lot, commercial land use or industrial land use. When using the comprehensive plan policies, it provides consistency and compatibility with adjacent land uses and this is about the entire community, not just the neighbors that are adjacent, because the entire community will be affected. If you look to the northeast, the east and the southeast, they have over twelve to fourteen square miles of rural residents interspurced in those areas. They are a bonafide land use just like any other land use. She greatly appreciates what Whispering Hills has done thus far, but they are not there yet. Unfortunately, there really has been no significant reduction in density, which is really what is going to hurt the area. There was no reduction in density until last week and they started so high and so intense that any reduction appears significant. They do not have a balance in the overall density. She asked for more consideration about that because if you look to the northeast, the east and the southeast, there are twelve to fourteen square miles of large rural residents intersperced in that area. We are talking about the Rural Protection Area. We have a line drawn around the area and this community is asking to keep the integrity of that area. The city could have multi-families outside of that area just like you have Legacy and McElyae, which are not in the Rural Protection Area, so we are asking to maintain the integrity of the Rural Protection Area. Ms. Tedrow commented in her presentation on how the developer would strive, but striving does not mean achieving. She appreciates that Whispering Hills wants to strive for some things, but striving does not mean achieving, but going for it. She commented on the new revised map and the area between G and F. It deadends into a greenspace on Number Two Road. She was concerned that if you have three thousand residents in that area trying to get out of that subdivision, you will have three or four thousand residents wanting to turn that little greenspace into a connection to Number Two Road. It is not going to happen tomorrow, but unless you have some really tight conservation rules that prevent that from happening, you are going to have a lot of people requesting that. She was concerned that the essential elements of the law are not being considered regarding annexing and annexing areas that are rural and not urban in character. The ISBA rules require that you annex lands that are urban in character. She disagreed with part one and part two of ISBA. There were a lot of moving parts in that discussion. She pointed out that there was a county letter. She submitted that letter so that it would be part of the record that had similar concerns mentioned in the joint meeting held last week.

Christine DiDonna, of Lime Avenue, Yalaha, stated she lives on a smaller piece of property in a home built in 1950. She wanted to say that the remark about the rural utopia that we were trying to live in was particularly hurtful to her at the last meeting. She lives on about half an acre in an older home and she did not do anything to impact the land, expecting to keep her property up and make friends with her neighbors. She knows that development is coming. She appreciates and respects what Whispering Hills has done thus far. The proposed changes are better, but they are not the best. She moved here from Orange County and she watched some of the development that went on over there and they took something special and unique and made it into the same as everything else. You are talking about the

Rural Protection Area and turning something special into the same as everything else. It will be as if driving in any direction and turning it into some Lake County version of The Villages. It is not what the people who live in that area are particularly yearning for. With regard to traffic and traffic studies, they have not taken into account what is going to come once the school buses and everyone's mom and dad start driving their elementary and middle school children to school. What is that going to do in terms of the traffic flow? As someone who has worked in an elementary school and saw that literally over half of the children are picked up and dropped off by someone, she can tell right now that if there is a school set up in this area, there will be hundreds of extra cars that have not been accounted for on top of the school buses. Just food for thought.

Loren Howell, 6514 Mogsbog Road, thanked the commission for allowing him to speak and voice his objection to the proposed changes. The roads are not up to the standards that are needed for the influx of the new proposed development. Also, schools cannot handle the influx of new kids. The schools where his children attend have no plans to build or fix the issues they have now. It is disappointing to know that the proposal affixed to this was a small parcel of land to be donated by the developer. A fifteen acre piece of land is not going to build three new schools. The potential impact fees paid by this development would not cover the costs of the three new schools which we need. One of the commission members stated that there were fewer children in the school than when he went there. Well, that is because the schools are terrible, so the parents, if they are able, put their kids in other institutions. He understands that with Lake County Schools, the city may not have a direct influence on funding. The decision will have a direct impact on the quality of these schools. This, along with the merits of other issues that have been stated in previous meetings, should be enough to not approve such a development. The figure given for the cost of one of these newly built houses is unrealistic. If you could find a three/two bedroom house with land in a community like this, around that price figure, he would certainly buy them all. He hopes the commission was not misled that this would be workforce housing because simple math says otherwise. It is the same misleading statements and concessions that were made and the main one being the issue of having development access on Number Two Road as per their own traffic engineer. This would be very problematic as well as expensive. The decision not to use Number Two Road was not made for the concern of the community, it was made for practical and financial reasons as well as the decreased density along Number Two Road, not because it would act as too many trips. You cannot put that many cars down there and that is the only reason why they reduced that density. He feels that the commission was misled by this. In closing, he wanted to discuss matters that are personal to his situation. In particular, the first being, statements made by a commissioner stating that they are making it urban by living there, chopping down trees and pouring concrete. He did not chop down a tree or pour an ounce of concrete when he moved here. In fact, he made a conservative effort to replace non-native foliage with Florida native plants. How would a commissioner know what the residents in this area have built or how they keep their homesteads? Statements like this are really troubling, biased statements from commissioners against residents of rural areas. Finally, with the property directly behind him, that site will be some of the heaviest commercially developed areas. In fact, the plan is to construct a multi-story hotel directly behind his residence. Their plan is to build a wall separating their property from his. He can say with confidence that this wall will not do much to block a multi-story hotel where his children play. He does not think it is right to be subjected to random strangers viewing his children all hours of the day and night. His simple question is, how many would like to have a giant hotel in their backyard. **Mayor Pederson** pointed out that it is inappropriate to address the Commission with those types of questions during a public hearing. We are trying to give everyone from the public a chance to speak. However, it is not appropriate to question the commissioners individually. This is not the place for that.

Ron Robinson, 8008 Sargent Pepper Dr Howey in the Hills, said both he and his wife object to the Whispering Hills annexation, comprehensive plan amendments and rezoning as they are inconsistent and incompatible with the surrounding area and present infrastructure. The RPA stands for protection and it

would not be saying Rural Protection Area if it did not mean that they need to protect that area and this body is not doing that. When the attorney said that this body met with Lake County, the city only met with Lake County at the last minute, knowing that this meeting was going to take place for a second and final reading. That is when the city decided to meet with them. He thinks that was planned by this body, so until this body responds to the letter that is coming from Lake County, he believes that this needs to be suspended from a vote tonight.

Reggie Thomas, 7850 Dewey Robbins Road, stated he has spoken with this body before and has addressed his concerns. You reap what you sew. When you look at these multiple developments coming up, no concern is given to the schools being overcrowded. The people that will move into these communities will spend three to four hundred thousand dollars and their children will attend these schools. They are going to lose their minds when they find out that you as a body decided to go ahead and build these subdivisions. You did not address the schools. There is a direct coalition between the property value of someone's home and the schools in their communities. He and his wife own multiple homes; Ocala, Maryland and Virginia. It is what they have built over the years. One thing they note wherever they buy property is the schools and they generally do well. Leesburg schools rank on greatschools.org a number two out of ten. That is horrible. They have multiple educators in the family and you have to address that. Development is fine, but not at the cost of people's children. **Mayor Pederson** closed the public comments portion of the public hearing.

Commissioner Robuck stated he had some questions for Ms. Tedrow. On the first reading, he wanted to place an age restriction in the annexation agreement for a maximum amount of age-restricted housing. He wanted to know if she had an idea of what the minimum was they were looking for. **Ms.**

Tedrow answered that their plan shows ALF units as two hundred and fifty. That is what is shown in the plan for their age-restricted housing now. Was there an additional amount? **Commissioner Robuck** said that he will be restricting the amount when they get closer to voting. He will be amending the motion on the annexation agreement with a maximum amount of allowed age restricted housing. He wanted to verify that two hundred and fifty units would be the cap that way, no one later can convert this into a sixty-five plus community. **Ms Tedrow** remarked that the plan is just for the two hundred and fifty on the fifteen point seventy-five acres. They are happy to have that restriction, saying that the maximum age-restricted housing would be constrained to what is shown on the residential track summary of the plan.

Commissioner Robuck wanted to verify that he understood correctly that they would only have one access point to US-27 with the second access point being something that is still under negotiation. That they do not have that access point figured out quite yet. **Ms Tedrow** answered that they are working with two alternative developers who are directly adjacent to them. Windmill Road is a public right of way that leads up to their property. If they could not get it from any other adjacent developers, one of whom, as of today, reached out and actively asked them to work with them to gain cross access to US-27. If they are not able to get that, they have talked to staff because with the comprehensive plan policies, staff would be able to withhold permits from adjacent developers if they do not give them crossconnectivity and access. Under the code and the comprehensive plan, they cannot build out their phases until they have that access provided. **Commissioner Robuck** responded that he wanted to be clear that they cannot build out this whole development unless they get that second access point. **Ms. Tedrow** agreed that is the concurrency and issue unless they can mitigate the impacts. For example, schools, unless there are enough seats or they are able to provide for mitigation for capital improvements by way of addition to the fifteen acres which they are donating. She noted that the fifteen acre number came at the request of the School Board. Similar to roads and transportation networks, you cannot get a certificate of occupancy if you have not mitigated or built the infrastructure in place for those homes or the commercial components. It is part of the latter phase of that second access plan. They will be able to get that through a couple of different means, whether it be building Windmill Road bigger, which they doubt that will be the case. It will most likely be between one of two different developments next to them and their properties. **Commissioner**

Connell questioned how many phases this subdivision would have before it was done. **Ms. Tedrow** replied that there would be three phases. **Commissioner Connell** asked how many phases they proposed to do before adding the second access. **Ms. Tedrow** answered that it would be based on the amount of vehicular traffic that comes in. They would have to have the traffic engineer answer that. They ran some numbers and it is about what the roads would be able to withstand if everything were to just go to US-27 from the property. For clarification, the road that is shown going through sections G and F up to area M, which is Number Two Road, that is an emergency access point. That is required under the code for secondary emergency access. That is strictly for parcel M houses to come to and from, so that would be a keycard access only. Not everyone would be able to come in and out of that gate, only those forty-one residents that live there. They could pull up some numbers that would likely trigger the need for secondary access to be built. Of course, that would likely be done as soon as possible, which is why they have already offered to pay for it. **Commissioner Connell** said they would like to know that. Also, when it comes to age-restrictions, she said ALF, to him there is a difference between the two. Is there ALF in this subdivision? **Ms. Tedrow** replied that they will have an Assisted Living Facility (ALF), but they do not have any additional age-restricted communities proposed. From the beginning, it was age targeted in some respects, but there are no agreed restrictions outside of what the ALF would be. **Commissioner Connell** then said that there were two hundred and fifty units. **Ms. Tedrow** agreed that is what is being shown in the concept plan. They are happy to constrain it to age-restricted only as depicted in the residential track summary. **Commissioner Connell** asked about the hotel. Is there commercial development being proposed that will be around residential property or is the commercial property pretty much oriented towards US-27? **Ms. Tedrow** replied that, predominately, the commercial property is near US-27. Referring to a rendering, she showed where you could see directly adjacent in red where access one is. With the Village Town Center that will be around that larger body of water in the center of the project. Someone had mentioned that they only have twenty-foot buffers in Section 9C, of the PUD, but they have a minimum of fifty feet planted in addition to their jogging trails and everything else. That portion of property that they showed in area L, she went and did a measurement of it because it was requested by someone to give them a three hundred hundred foot buffer there, but the property is about three hundred feet wide in that little strip. When they show a roadway in addition to a fifty-foot setback, a road curb, gutter, sidewalk and a jogging trail, they do not know if they could even put any commercial development in that little area. That would have to be a small Village Center support, if anything. A hotel component truly makes the most sense up towards US-27, especially for the accessibility to the roadway network.

Some of this just comes with the design, but there is an ability to have a hotel on the site in the commercial areas which are shown in red. That could be around the lake buffered by C, D, E, and H. Again, where you see the three hundred-foot, wide property, she has not seen a lot of hotels built on a site of that size and still have a roadway and a fifty-foot buffer with a fifty-foot setback from a wetland. They would be down to about ninety feet of buildable area, it would be quite constrained. She strongly doubts they would be able to get a hotel in that area, but that is the only area in L that is adjacent to a property that is not within their project boundary. **Commissioner Connell** wanted to verify that there was nothing in the PUD that would limit the height of that hotel. **Ms. Tedrow** answered that the commercial development standards under the city code would limit them to the hotel. **Commissioner Connell** remarked that we have the LDR's on height limitation. He just did not feel it was being reduced though the PUD. **Mayor Pederson** stated he believes the height restriction is forty feet. **Ms. Tedrow** said that the commercial development standards are a maximum of three stories on any commercial track. In addition to the roadway setback from the wetland jurisdiction boundary line, a fifty-foot setback from the northern property line, that area would also be required to have twenty percent open space. That would be a very limited buildable area on that portion of the project, but it is under the city's C3 standards and that would be a three-story building height limitation. **Joedel Zaballero** VHB 225 East Robinson Street, Orlando, stated they looked at the interim phases. After phase one, they would have to construct the secondary access point. It is not only for accessibility to US-27, but also for emergency access. You

would need to provide for the number of homes. There are about a thousand single-family homes that are included as part of that phase.

Commissioner Connell asked if there would be a thousand homes off of one ingress and egress. **Ms. Zaballero** replied yes, before the thousand homes. **Commissioner Connell** said he knows this is an FDOT question but, at the intersection, would there be a traffic light? **Ms. Zaballero** responded that FDOT would require traffic signalization. They would most likely require dual left turn lanes into the site and a right turn lane northbound from north of US-27 as well as dual lefts out of the site.

Commissioner Burry questioned with regard to the buffers. Many people weighed concerns that the projected fifty-foot buffer would not be enough. Has there been any consideration of increasing that to a seventy-five foot or one hundred foot buffer? He knows the county was very vocal in their letter about that. **Ms. Tedrow** said that in some of the areas when the neighbors asked them to, they increased buffers rather significantly. They are providing five acre tracks with two acre buildable area and the rest is open space, so there are some significant setbacks all along the eastern boundary of the property. The request for a seventy-five foot buffer instead could be inclusive of an equestrian trail or jogging trail with landscaping. **Commissioner Burry** agreed. **Ms. Tedrow** then remarked that she assumes open space, equestrian trails, walking trails as well as landscape plantings would be part of the buffer that they are talking about, and there would not be a random buffer or sidewalk in the middle of the golf course along the perimeter. **Commissioner Burry** agreed. **Ms. Tedrow** replied that yes, they would be happy to do that. She asked if she could have the opportunity to address a few things that were brought up by the residents. **Mayor Pederson** said this would be a good opportunity.

Ms. Tedrow said one of the things brought up was the RPA standards and she wanted to make sure that if they were annexed, all the city's policies would apply. There are some RPA standards that she spent a couple of hours analyzing, assuming if they were in Lake County and if the RPA standards applied to them, what would that look like from a development standpoint and their development meets those RPA standards. The RPA does not say no development whatsoever. Then there is a conflict because Randall Arendt says you do not have to decrease density, you can design a project in a way that allows you to keep density. It does not say to decrease density, it allows you to put all the density in one area and give a bunch of buffer. In working between the RPA standards and this nebulous conservation design effort, she had heard a lot of people talk about it, so she went and looked at what that actual means. The RPA standards talk about things like two-lane county roads and with their redesign, they are not widening any county roads around them. The interior roads might, at some point, closer to US-27, be four lanes, but the rest of the interior roads are two lanes. They are not changing exterior county roads so they are not impacting them in a way that would take them from being two lanes to anything above that. The RPA also says you should maximize buffers and open space to provide opportunities for passive recreation. That thirty-five percent open space is similar to the county's rural transition for future land use. Their rural future use designation also contemplates protection of common open space and perpetuity by easement, plat or similar binding instrument. The PUD requires wetlands on the project be identified by a jurisdictional wetland boundary. Each wetland has to be placed on a suitable map signed and sealed by a surveyor and submitted as part of the site plan application process. The PUD also provides specific development standards regarding wetland areas, such as a fifty-foot minimum setback from a wetland boundary line and an average upland buffer of twenty-five feet to be naturally vegetated and only stormwater to be allowed in uplander buffer areas to the extent practical wetland has to be placed in a permanent conservation easement. Enforceable by the Water Management District or another legal entity such as the conservation easement, shall require that wetlands be maintained in their natural and unaltered state and wetlands cannot be included in any platted lot. City staff did put a lot of thoughtful detail on wetlands in the PUD and the RPA talks about maintaining, enhancing and protecting quarters for wildlife movement. The PD and PUD already require maximized buffers. They have maximized them

more tonight and they are providing significant open space and their PUD already requires a wildlife management plan to be submitted to the city as part of their site plan application process. The RPA says to minimize alterations of terrain and that is something that they have also looked at and proposed. The code requires that if you have to grade for stormwater, road, or any other type of infrastructure, it will be submitted to the city and they will do that. However, this site is being designed to minimize those impacts on the natural terrain in terms of mass grading and clearing trees within their PUD. They already have a specific condition that says they have to tree survey the entire property and submit that to the city to look at the specimen, heritage and protected trees. No trees can be pulled down until city staff makes the determination that they are not a specimen, heritage or protected tree. They are required to go through a permitting process before any type of tree removal. The RPA also states that native landscape be used and the PUD requires all landscape areas to be irrigated and designed to meet waterwise and Florida friendly landscaping. The use of St. Augustine grass or other varieties of grass which require significant amounts of water are prohibited. More drought tolerant grasses are permitted. Water conservation requirements are already in place under the PUD. The developer has sought to strive for that audubon certification. With the RPA standards, it is important that they talk about the RPA, and what the standards actually say and how this project is not legally bound to meet those standards. These are the things that she believes city staff took into consideration when they wrote the PUD standards. In addition, when it comes to the county conservation design standards, it says protection of common open space and wetlands through easement, preservation of wildlife, and natural habitat. An environmental study is required; maintenance and enhancement along with the protection of wildlife quarters. Minimal site disturbance, a wetland assessment, the use of best management practices for native landscaping, implementation of water conservation techniques, preservation of dark sky, and their dark sky standards are better than what is even articulated under the county's conservation design standards. It talks about central water and sewer connections which have installation of reclaimed use of water conservation devices and implementation of best management practices. These are already codified in the PUD, but she does not blame anybody for not taking the time to read through the exact conservation policies. If you look at this project design, they took a lot of time and effort in designing it. That is why staff and the professionals put this together on the front end. We do meet a lot of the issues that were addressed tonight. A lot of folks continue to say compatibility and consistency, and it is important that they do not just use buzz words when talking about compatibility and consistency. If they were to evaluate a project against standards of evaluation, there are things like competence and substantial evidence. When they just say it is incompatible or inconsistent, Florida Statutory Law under 163.31.64 defines compatibility as a condition in which land use or condition can co-exist in relative proximity to each other in a suitable fashion over time. This is why things like buffers and transitions are important. This is why they put their density closer to US-27. This is why they redesigned their plan with some of the issues in mind after they received that feedback specifically for compatibility and consistency. What Florida Statutory Law and the City's Growth Management Plan do not say is that you can only put exact uses next to each other. It literally would not function from a planning standpoint. That is why you have to incorporate proper planning techniques and rely on professional staff and their opinions when coming up with these types of plans. That is exactly what they have done with this project. Just to say that you do not want anything other than what you have in your backyard now will never work and no city could ever be planned if that was the case. She would argue that there are commercial businesses on the east side of US-27, so incompatibilities and inconsistencies exist today. With that being the case, they are entirely compatible and consistent, because there is commercial development on the east side of US-27. It is almost an impossible standard that some folks have set-up, because no matter how many times we meet and talk, they will never come to a point where everybody is pleased. That is why decisions like tonight are constrained by things like Florida Statutory Law, the city code of ordinances and the growth management plan. We have heard a lot of opposition which unfortunately did not come with competent and substantial evidence to support the opposition. She fully appreciates that people truly believe and care about this, but they are also constrained by the law and the considerations that they make when determining whether to

support a project or not. Her client has done a lot with this project in trying to come up with a plan that could be the best for what they have. Something is going to get developed on this property and she is confident that what they have come up with is going to be the best development not only for the area, but for the City of Leesburg. Not just for the short term, but in the long term. She believes that the city would truly be proud of an approved decision if they are fortunate enough to get one tonight. She provided a letter and the traffic study into the record.

Mayor Pederson asked if we were looking to amend this approval with the two hundred and fifty units into the PUD. **Commissioner Robuck** stated he wanted to make a motion to amend that, but he wanted to make general comments first. **Mayor Pederson** asked if they agreed to the seventy-five foot buffer. **Ms. Tedrow** said yes, there would be a minimum seventy foot buffer in Section 9.C.1 of the PUD. **Mayor Pederson** questions if that was the entire development, because some areas are even more than that already. **Ms. Tedrow** answered that it is on the property line of all areas which share a common border with property around them. **Mayor Pederson** pointed out that it was important to the county. **Ms. Tedrow** said they changed that and to satisfy and to make the motion easier under Section 3.C.2, you could add that the residential track summary for the ALF units shall be the maximum number of age-restricted units in the development. **Mayor Pederson** then asked Commissioner Robuck if his concerns were keeping this an age-restricted community. He was not sure if we were making it an ALF when he said two hundred and fifty. **Commissioner Robuck** replied that he was okay with the ALF. He said he wanted to address some of the comments from the public. The five hundred thousand dollar housing comment at the workshop meeting was not intended to be directed at existing inventory. That comment was if you built a new development with one house per one acre with new houses you are not going to sell it for less than five hundred thousand dollars. He also believes that is a low number. The comment on the existing residents with the impact to the Rural Protection Area, someone took offense to that. To be clear, that comment was not made by anyone on this Commission. That comment was made by a County Commissioner. With schools and because schools always get talked about every time, there is a new development that comes. We do not fund the schools on the City Commission. We do not do that. We care about our schools and the only way that new schools are built is with new development. A new school will never be built if there is no new development because impact fees from new development are what funds new schools. That is the funding source. That number is set by the Lake County School Board, not by the City of Leesburg. That number is based on the studies they have to do. City of Leesburg residents contribute a lot to the schools. Just as county residents pay, we pay. Last year, the City of Leesburg residents paid in property taxes about eleven-point six million dollars to the schools and that number goes up with new development. We are funding the schools through our residents and through the impact fees. Those are two separate funding sources. When we talk about roads, he agrees not enough money is being spent on the road. That has been a huge issue of his. Unfortunately, we are talking about county roads and that is Lake County. Up until this year, Lake County has only spent two-million dollars of their general fund on the roads. Yes, that is fantastic, but the problem is that it was the first time in over thirty years they spent a dime of their general fund money on roads. If you have a problem with roads, he suggests going to the County Commission meetings and complaining to them. He certainly does it frequently because that needs to be addressed. The City of Leesburg sends a little over eight and a half million dollars every year to the county and they do not provide us with police, fire or recreation, so it would be nice if they spent some of that money on the roads. He agrees that Whispering Hills is not workforce housing. The city has done other workforce housing projects, but this is a different level of housing. This is certainly going to be more expensive, but it provides something that we currently do not have in Leesburg. If you go to a site that is maintained by the State of Florida, fnai.org, it is about conservation lands. We receive a lot of comments about how there is not going to be any rural land or protected land left. Thirty-four percent of all dry land in Lake County is in permanent conservation and that can never be developed. That land is about half and half, federal and state land, and a very small percentage of it is private land. It does not include lakes, so if you include lakes, that would

make it forty-six percent. We will never become Orlando because Orange County is seventeen percent in comparison, which is half of Lake County. When it comes to traffic studies, the developers are required to do traffic studies. We do not set the criteria, they do not set the criteria. Whatever those studies say is what they have to do. There has been a lot of disconnect when it comes to the roads. With the existing roads and the problems, and who has to fix them, because it is not the developers' fault that the county has gone thirty years without spending any money on the roads. They have to pay for the impact that they are going to have on the roads and the additional impact, but that is not something that the city sets. We already provide fire services to that area and that is why we have the ISBA. We already provide about half of the fire calls to that area. Obviously, we will have to hire more police officers if this subdivision is built. It seems that everyone likes this Randall Arendt conservation design. The key component of the county's presentation is that it does not reduce density, it is one for one. If you are going to take a subdivision of this size and put this density on twenty-five percent of it, you are talking six units per acre or more. If you build the roads and other infrastructure necessary, the only way you could do that is a multi-story and you would be talking about apartments and condos. If people hate this development, you should hear from people when the commission talks about apartments because nobody likes that.

Deborah Shelley stated one of their residents is a senior and was unable to make it to the podium and she wanted to submit their letter for the record. She apologized for her interruption.

Commissioner Robuck made a motion to amend 9.C.1 to a minimum seventy-five foot wide buffer and add to Section 3.C.2 that the residential track summary for the ALF units be the maximum number of age restricted units in the development and Commissioner Christian seconded the motion.

The roll call vote was:

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

Five yeas, no nays, the Commission approved the amended motion.

The roll call vote as Amended was:

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

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

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

ADOPTED ORDINANCE 22-02

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

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

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

The roll call vote was:

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

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

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

ADOPTED ORDINANCE 22-03

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

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

Mayor Pederson requested comments from the Commission and the audience.

Vance Jochim, fiscalrangers.com commented that he had a few additional points based upon discussions he heard. One, he has seen reports and he will be preparing a collection of them that say that the city, when annexing new property and homes, is obligated to provide certain services. He said those studies always say that the city loses on new homes because they have to spend more on the new services, whether it is roads or other things, than they collect in revenue. One of the tricks that the city uses and he has seen, for example, with the City of Tavares, they are ninety-million dollars in debt, so they run out and borrow money to pay for services, then that is taxed against everybody else in the entire city to help subsidize the homes that have been built who are not paying what he would say is their fair share. He thinks they should keep that in mind. He is going to gather more information and send it out to all the city

councils because he thinks that this whole process of approving these annexations is rife with loopholes. He thinks they are harming the citizens and taxpayers and they have not been educated. A major problem with the rural county residents is that they cannot vote for the city positions. The Commission sits here making the decisions that will impact the rural county residents and yet they cannot vote to throw them out when making those decisions. He thinks that is unethical. He knows the state statutes probably dictate that, but he does not think you should have the right to approve these if the people cannot vote for your positions. People living in an ISBA who can be affected by annexations should be able to vote for the positions. The city collects property taxes for the roads and the county gets the impact fees and they are responsible for it. With the pressure and lobbying from the builders, home developers and the suppliers to the county, they discounted the impact fee by twenty-five percent. Now, each year when they file and collect the impact fee, they are only collecting seventy-five percent for the roads. The schools get one hundred percent now, but some of you may remember that at one time the county, due to pressure from the builders, reduced the impact on education and they lost about thirty-million dollars over two or three years. They are digging a hole, building up a bigger deficit of growth related to road construction that needs to be dealt with. The roads and growth need to be addressed. The city should be lobbying the county because you are getting all the heat for the road issues. The county should get rid of that discount and start collecting the full one hundred percent for the roads. The issue for the city is that you annex in and you annex on both sides of the highway. Now you are collecting all the property taxes and you are unwilling to pay money towards increasing road width and the intersection lights. In addition, he does not see any requirement for the developers to pay for mitigating any of the traffic issues or widening the roads. They have voluntarily talked about something, but he has not seen a traffic analysis report on how much impact there will be on the roads. Those are some things to keep in mind about this process, because he observes fourteen cities in Lake County and it is unfair for citizens to be gridlocked. The city commission and the county need to start restricting and putting a moratorium on development.

Commissioner Robuck said he wanted to respond to those comments because he may not have a grasp on how local government funding works with impact fees and property tax revenues. The county gets property tax revenues from the city and when someone is annexed, the city does not take the property tax. The county gets the property taxes we provide the public services, while the county gets the same amount of money while providing no services. When talking about the city being in debt and Tavares. He does not know anything about Leesburg's finances, because we do not have any debt other than our utilities, which have nothing to do with this growth issue. We have a long track record of fiscal conservatism, low tax rates, and letting growth pay for itself. The developers are required to pay for the right of way and that is what the traffic studies do. They have to do whatever the county tells them to do when it comes to the traffic studies and the developers pay for it. Anyone can come up and say this does not do this or that without any substantiation and you have the right to do that. Unfortunately, just like county residents, they do not get to vote for the city positions, they also do not get to vote and decide whether anyone from California gets to move here and add additional traffic to Lake County, but that is just the way the world works.

Terry Blessing, who lives in the county off Number Two Road on Blue Sink Road, said she found this offense and we should all be working together. With regards to roads, the roads are in the county and we do pay for the roads we are all impacted, everyone of us. Whether you are living in the city or living in the county that does not matter, we have to start working together. She did not go to the meeting last Thursday and she is glad she did not. She is currently taking care of an aged father, which is stressing her to no end. One thing she does know is our schools are suffering and her grandkids will probably go to the Leesburg schools because that is where her kids went. She has worked diligently with Commissioner Burry on all the fundraising efforts for the schools because the schools are debilitated. Her business does contract work with the State of Florida and the county. She works here in Leesburg and she helps the City. She wants to help, but we have to work together. She hopes, going forward in 2022, that they can

take an approach of working together and not isolate themselves.

Scott Sattler of East Dewey Robbins Road, said he took offense to some of the remarks about it not being up to the county residents or the constituencies to figure out how the taxpayer dollars are spent and that is on the city. They say growth pays for itself. In response to that, if that were true, then the elementary school, per the Planning Director, would not be seventy-nine percent over occupancy. The middle school would not be seventeen percent over occupancy and the high school would not be two percent from over occupancy. Unification is what they were trying to describe. The performance that took place here between the city and the county in the last meeting was the most unprofessional, disgusting thing he ever saw by a city commission or any commission. He comes from New Port News, Virginia, where he lived for a long time and the city councils for decades were in an arrangement just like this. It is going on here and that is why he is so involved, because it is personal. He has been here and done this before and it took them nearly twenty years to recover from poor decision making, which is the same thing that is happening here. Areas that were never developed became underdevelopment and this is what they faced. They faced a city commission that felt like they were being picked on by a county commission. That was the case that took place here. If there are unwoven conversations with the county, it is you. You all have to work together to provide a better service for the people that are in this room.

We are not here begging and telling you, awe, you know that we want you to change the whole world, but we want you to fulfill the positions and obligations to the people. The record states that you are not, so you can glorify yourselves all you want. The last time he was here, the city was so excited about fifty-one neighborhoods being approved. Well, where is the taxation money for the school systems and when are we going to fix the school systems once we raise the taxation? How many developments have to come if you are so impressed by fifty-one developments being approved while you sat on the commission? Where is that money for your school system? Why are we still dealing with over occupancy in each one of our schools? Why are we not at least enlisting something other than a developer donating fifteen acres to you guys to argue about who is going to pay for it? **Mayor Pederson** remarked that he defends Commissioner Robuck and his comments. He was responding to some criticism at the city. He encouraged everyone to attend the County Commission meetings and the school board meetings and to be just as vocal there as they had been at this meeting about these things.

Debra Shelley wanted to confirm for the record that the record stated that she also objected to the rezoning of Whispering Hills and she also agrees with Terry Blessing that she would really like the city and the county to work together to achieve a balance for the city dwellers and the folks who live in the rural areas.

The roll call vote was:

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

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

4. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 148.67 +/- acres; being generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, lying in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida, providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city;**

providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Hodges Reserve AX)

ADOPTED ORDINANCE 22-04

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

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

Mayor Pederson asked for a staff report on this.

PZD Miller stated that the next three applications, the first being the annexation of one hundred and forty-nine plus or minus acres are generally located on the northside of Dewey Robbins Road, east of US-27. The second case would be a large case comp plan that is being requested to go from Lake County Rural to the City of Leesburg Estate. The third case is the PUD rezoning application, which is a request to go from Lake County Agriculture to City of Leesburg PUD. This is contemplating four hundred and forty-nine lots. Again, design and architectural standards two point twenty acres of recreation and it is all single-family development. There would be no commercial for this development. It is contiguous to the south due to the Whispering Hills development and the thirty-one percent open space.

Commissioner Robuck noticed that staff originally recommended disapproval. Is the recommendation still the same given that it is now contiguous? Is that based on ISBA? **PZD Miller** replied that is correct. Originally, the staff recommended disapproval and they stuck with that up till this point. If you go back and read the original recommendation, it was based on solid planning and at the bottom of that recommendation, it stated it could be approved at some point in the future. He did not know how the previous case was going to go, but the previous recommendation does state, at some point in the future, so now this case, Hodges, from a planning perspective, would be adjacent to the City and it would be contiguous and logical planning standpoint. They do know there will be an additional development at some point in the future proposed to the south of this location going down towards the turnpike, so from a planning perspective, it works now, but standing on its own, it did not. **Mayor Pederson** wanted to clarify that the staff is now recommending this for approval. **PZD Miller** responded that originally staff recommended disapproval because Hodges came on their own as a single development without Whispering Hills and the Planning Commission also recommended denial. The key now from a planning perspective is Whispering Hills. **Commissioner Robuck** asked if staff was recommending approval at this point? **PZD Miller** responded that at this point, staff would be willing to recommend approval. Previously, without the Whispering Hills approval, staff could not recommend approval. **Commissioner Christian** said that there were some changes in the PUD from forty to fifty-foot lots. **PZD Miller** answered that what should be shown is the original of what they requested and the red line is what they are recommending and the increases that they put in the PUD, including the underlining. **Mayor Pederson** asked if there were any public comments.

Deborah Shelley, East Dewey Robbins Road, Howey in the Hills submitted for the record that she objects to the annexation, the comprehensive plan amendment and the rezoning of the Hodges Reserve, which is located in the Yalaha/Lake Apopka Rural Protection Area. The annexation does not meet the essential requirement of law in Chapter 171.204 of the Florida Statutes that states the land to be annexed

should be urban in character. She believes that it is possible to provide a variety of housing types, including workforce housing that integrates into the rural land characteristics of the area by providing wider buffers and reduced density. She agrees with the first recommendation of disapproval. There were three recommendations and the first one was the timing issue. The second and third were the ones that dealt with the incompatibility of the surrounding area and the inconsistency with adjacent lots, which are very small. She hopes that they request the applicants to significantly reduce the density, provide wider buffers and submit revisions that are more consistent with the adjacent rural area. She submitted her written comments for the record. She also submitted a number of written comments from residents for the record.

Andrew McCown, GAI Consultants, Orlando, stated that they have a presentation prepared and they appreciate the opportunity to come before the commission. This project, Hodges Reserve, is one hundred and forty-eight acres more or less located north of Dewey Robbins Road. The comprehensive plan amendment requests assigning a future land use of Leesburg Estate from County Agriculture to a Planned Unit Development (PUD). Based on this and other recent projects, the surrounding area and Dewey Robbins Road is an improved county collector. It intersects US-27 just three quarters of a mile to the west of this site. Referring to a rendering, he pointed out the surrounding area. He noted some of the recent projects that have been approved or that are in various stages of approval or construction. He also noted that Whispering Hills was just approved tonight and their site would actually border that site to the north, which would make their site now contiguous to the city limits. As mentioned earlier, Whispering Hills had no objections to DEO, as they had no objections from DEO. That property has been annexed and adopted into the city and it is now adjacent to the city limits. As noted by the Planning and Zoning Director, the original objection to the proposal is now a moot point. Other timing considerations that came up at submittal was the Lyden-Nicholson project. It is located to the southwest of the project and they have planted a city flag squarely at the intersection of US-27 and the Turnpike. That project is going to require a lot of rooftops to support that development. They would be able to contribute to that overall rooftop count and these projects do not spring up out of the ground all at once. They are developed over time, so there is time for these units to be absorbed. Not everything gets built out at one time. He showed an image of the concept plan. They have arranged the larger lots to the end and the storm water pumps to the outside of the project to provide a buffer from the smaller lots that are arranged for the interior. They have about nine properties that are adjacent to their project and several of those are in the Whispering Hills project. There are parcels to the east and the west that are existing single-family homes and they are buffering those with larger lots or as retention areas. They also have a twenty-five foot buffer around the entire project. He provided a conceptual drawing of the lot sizes. He showed the fifty-foot lots to the exterior and the smaller lots to the center. With the conceptual phasing, the first phase would be on the southwest corner and then the second phase would be to the north. The third phase and the second entrance to the project at Dewey Robbins Road would come in phase three. Each of those phases would have its own amenity area and park space to accompany that phase. This development is being built for what they call the "hero buyers". These are the buyers seeking out the smaller homes because they are more cost-effective. It is the heroes, like police, fire, and teachers. Everybody says they want to be able to live in the communities where they serve. These are the exact households that they are trying to encourage in this development. Over the last ten years, we have seen nationally a decrease in the average lot size. It is not just about cost, there are a lot of reasons why people desire smaller lots these days. Regarding land prices and material costs, we hear a lot about the rise in the cost of materials and all those things factor into the size of lots. It is not just about the cost, it is a preference that has been growing over the last decade. Studies of longterm national trends have shown that senior buyers and younger buyers prefer these smaller lots. Both due to the costs, but also due to the ongoing costs of maintenance. The smaller lots mean lower irrigation requirements, lower chemical requirements for the lawns and a higher quality of amenities that can be afforded in these developments. He provided an example of a typical amenity center for this type of development along with some of the proposed home elevations that could

be included in the development.

Mayor Pederson apologized and said he meant to bring him up sooner. He asked if there were any additional public comments.

Joanna Mitchell, South Dewey Robbins Road. She said she would be affected by these properties, as she is in the immediate area where the land is going to be. The main issue with Hodges is that there is high density, which is completely incompatible and inconsistent with the area. It is opening the only entrance that it has on to a little two lane country road. The only responsibility that the developer has is to widen the road and put in some turn lanes that are adjacent to their property. She stated that coming from US-27, you would go down Dewey Robbins Road for almost a mile before coming to the Hodges Reserve. If you keep going, you will come to South Dewey Robbins Road and it goes to East Dewey Robbins Road. All that traffic will keep going all the way through and cut through to SR-19 to get to Howey in the Hills, to get to Tavares and eventually Clermont. That is the fastest way to get there. Those roads simply cannot handle it. She has seen no traffic studies that have been done. Hodges has made zero concessions about reducing density. When talking about the roads being Lake County's responsibility, it is your body that is creating the impact by approving these subdivisions that do not belong in the area. If people want smaller lots with less maintenance, let them move to a condo, let them move to the suburbs, leave our rural community alone. For the record, she objects to the annexations, the comprehensive plan amendments and the rezoning specifically as it pertains to Hodges Reserve.

Vance Jochim, had three more observations. One is that he was confused because he read through the entire packet. He went through every page on both of these developments. He looked and he kept looking, trying to find the traffic analysis and trying to find the details about students' seats and what that would be generated by. He was amazed and he had seen other cities provide that right off the bat. This city does not acknowledge that those issues are out there and address them at the front end. Instead, they approve these and then say maybe it will work out later. He said that the city needed to establish a new motivation for operating when making these decisions. He was confused because the packet said, in three different places in the agenda packet, staff was denying this and not recommending approval. Yet he came in and now we have the Planning Director coming up at the last minute saying we would approve it because we had this happen. He does not think that he has been properly notified. He thinks that it should be postponed purely because the packet was inaccurate. It stated one position and then a logical person could think it sounded like it was not going to get approved, but then there was a last-minute change. He thinks it should be postponed to renotify the people with ads in the paper. At the next meeting, put it on the agenda correctly, saying it is okay to go ahead because it is contiguous, and decide at that time. Why are not traffic analysis reports required before the final hearings? How do you know what the traffic loads are or anything else? Maybe your Planning Director or City Manager could describe why you do not do that, yet he sees other cities doing it. He was not saying all of them do and maybe there is a technical reason. Here in Florida, there are a lot of laws that are vague and not concrete, so people interpret them in different ways. Maybe that could be answered before making the decision. He also mentioned that he would be requesting the county board to launch a review of the traffic analysis reports and the process in this county that includes the MPO tomorrow. He was a corporate auditor for many years and he investigated fraud and corruption in large government projects along with other things. His sense is that some of these traffic analysis reports, if they are provided, will show that the city is biased because the traffic engineer is paid by the developers because there does not seem to be an objective review of it. One thing he keeps hearing is that the previous developer worked with the residents and they compromised through concessions, but this developer did not. He thinks they should keep that in mind.

Jackie Mizak, 7200 Turkey Acres Lane, Howey in the Hills, unincorporated. For the record, her and her family are immediately affected parties as their property is directly adjacent to the proposed Hodges Reserve development. She objects to the annexation, comprehensive plan amendment and the rezoning as

they are inconsistent and incompatible with the surrounding area and present infrastructure. The first issue she wanted to discuss is how the Hodges Reserve has done absolutely nothing to work with the community to find any kind of compromise or adjustment to their proposed plans. They are very blatantly the exact opposite in character to their surroundings. Whispering Hills as it may, has at least come forward to meet with the community to allow them to voice their opinions, concerns and present suggestions. Fifty percent, two full sides of her property will be bordered by the Hodges Reserve. The only mention of any kind of buffer or barrier between her backyard is a handful of bushes to one tree per hundred feet as they presented in their original presentation. This means years of constant construction, giant machinery, hundreds of random strangers in and out to perform said construction. Let alone, the hundreds of new residents that will be directly adjacent to her property with zero protection for her and her family. Her children will not be allowed to safely play and explore on their own property without constant supervision due to potential dangers that will be imposed upon them because of this development. The very reason why they chose to live in this rural community is on property set far off the main road. It was to allow her daughters the chance to experience the last kind of freedom this world had left to offer. To allow them to gain independence and to have a childhood that could not be found in conventional neighborhoods. The fact that Hodges has not even offered to place a physical barrier between the development and the adjacent properties is deplorable and downright disrespectful. At a bare minimum, the current residents deserve an ounce of protection and security between them, so they can attempt to bare the already crushing situation they are having to endure. Secondly, she would like to discuss the Leesburg Public School system and how it would be able to handle such an influx of children. We are talking about workforce housing and young families coming in with children. One Google search on Leesburg Public School ranking and performances really is all you need to see that this city has a lot of work to do to improve this situation. Her almost five-year-old daughter is set to start kindergarten next year and, as a parent, she is struggling with potentially homeschooling her in place of putting her in the Leesburg Public Schools because of the performance ratings. She asked how the schools are going to be able to handle the increased volume of children and not fail them. What is this city and county willing and ready to do to support these schools to avoid overcrowding, which can lead to further decline in performance, teachers burning out and lack of student transportation? She asked that they consider these concerns in their decision.

Deborah Shelley of East Dewey Robbins Road, Howey in the Hills, stated she was asked by one of the senior residents to read a short letter into the record. "Dear Commissioners, I am a property owner in Leesburg, Florida. I object to the annexation and rezoning of the Hodges Reserve project brought before you today. This high-density residential project will result in significant traffic on US-27. The project is inconsistent with the rural character of the surrounding area and is not compatible with the Yalaha/Apopka Lake Rural Protection Area. The lot sizes are incompatible with the character of the surrounding area. Furthermore, the project does not meet the essential requirement of law in Chapter 171.204 Florida Statutes that state land to be annexed must be "urban in character." The majority of land within the RPA is rural in character, in contradiction to the intention of the Rural Protection Area designating that these lands remain an appropriate land use categories. I cannot attend the meeting in person, but submit this letter for the record. I am a member of Citizens for Preservation of Rural areas. Another member will submit this letter in my absence. I respectfully request that you deny this annexation. Sincerely, Bob Steele"

Ellen Batchelor, 24240 Turkey Lake Road, thanked the commission for giving her the opportunity to speak. She thanked her neighbors who understand the statutes that are put in place that are supposed to protect them. She does not understand a lot of that, but what she does understand is, when she moved out there twenty-one years ago, they were shown an article in the newspaper that said Dewey Robbins Road was on the track to be paved within two years. Eight years later, there was still nothing. She sent emails to the Transportation Department and Debbie Stivender, who was the commissioner at the time. Once a

month for three years, and with the help of her neighbors, it was finally paved. The previous gentleman who was talking about Hanover was insinuating that the county paved the road for development and that was not true. Had she known that this was going to happen she never would have fought so hard to have the road paved. Now, we have bicyclists that train in groups, usually on the weekends. They use those roads because they are scenic, very hilly and there is not a lot of traffic. Yes, it takes patience to wait for the right time to pass them, so you can only imagine what would happen with more traffic out there. They own an orchid business where they grow orchids in a large shade house on their property and having more people close by would benefit their business. Just like building houses could potentially be advantageous to your family's lumber and building supply business, Mr. Robuck. Perhaps that is why you are so gung-ho on development. She finds that to be a little bit of a conflict of interest. **Mayor Pederson** politely asked her to restrain from criticizing a commissioner. **Ms. Batcherlor** continued to say that is not the reason why they moved out to this area. There are people who own five plus acres and that is the rule when you want to live in the Rural Protective Area. On Turkey Lake Road off Dewey Robbins Road we have numerous small agricultural businesses. There is her business, a tree farm next door, there are two plant nurseries, there are horse ranches and cattle, there is a lama farm and an animal rescue where there is a rooster who crows at five in the morning when she lets her dog out. She loves it, but what is going to happen when all these new homeowners start to complain? Are they going to shut them down? How does a subdivision fit into this scenario? They call it rural agricultural for a reason and she is all for growth and development, but it should be consistent with the rural character of the area. It should not potentially impact the existing livelihood of all the farms and ranches that are there. She agrees with Mr. Miller on the first decision that they made to not vote it in as it was inconsistent with the rural character of the area. Your city commission has not taken one iota of consideration whatsoever about the existing property owners that live in this area. Well Mr. Robuck from the last meeting that we had on this, it sucks.

Kim Kronin, 6531 Dewey Robbins Road stated she resides just south of this proposed Hodges development. This is a rural area and most residents have ten acres of property and no less than five. This high density development of four hundred and forty-nine homes has no business being on Dewey Robbins Road. This property is one hundred and forty-eight acres in the middle of nowhere. There is no infrastructure at all surrounded by rural property owners that have ten acres of property. Dewey Robbins Road is a rural road that is not appropriate for high-density development. Most houses have at least two drivers that would add how many more vehicles to Dewey Robbins Road going out to US-27 or out to SR-19. They should have direct access to US-27. She objects to the annexation, the comprehensive plan amendments and the rezoning for the Hodges development. This development is inconsistent and incompatible with the surrounding area of rural lifestyles. She is asking for the commission to deny this development.

Lori Brown, 6217 Dewey Robbins Road, said months ago, several of them received a letter from the city talking about this development saying that it would be one acre parcels and that was a lie. Within a month of the first meeting, they gave the city two or three different petitions of more than seventy-five signatures that had flown into fear. At this point, she is a Lake County resident and at this point she wishes she could be a City of Leesburg constituent, because then you would have to listen to her. At this point, they have fallen into fear. She opposes this.

Kristine DiDonna, of Lime Ave, Yalaha, said with the exception of the fact that Hodges is not making any concessions with the lot sizes, she would echo everything that she said earlier. She would express a lot of concern about the addition of school-age children that are going to be in a subdivision with this kind of density. The traffic and the pollution that goes with it. With what was said previously about the existing agricultural businesses that are functioning and their way of living. What will happen if the new subdivision people do not like the five in the morning rooster? She lives in a place where a bunch of us

have that and she knows that they are all fine with it. She has a subdivision that is about to try and come in across the street from her. She does not know how those people are going to like it. It may sound ridiculous, but it is important to those of us who have those concerns. She just hopes that the commission considers that and thinks about the people that are already there. The people who chose to be here before it was the last place that they could afford to move. There are plenty of unfilled subdivisions in Lake County over towards Groveland. People could go ahead and build houses in those subdivisions that have already been approved and have been sitting at a low capacity for years.

Scott Sattler, of East Dewey Robbins Road, stated he would like this to be postponed. Not even half of the voters here have actually been on the roads that they are talking about, so maybe you could take the opportunity to drive down them and see where they have some major issues. With Ms. Tedrow's bullet points after the point in her second presentation is that if they are not responsible for county roads outside of the project, this particular neighborhood's entrance and exit is on a rural road. Not only are they not responsible for maintaining and or changing, per her bullet points, this is a rural protected road, which says that it cannot be redesigned in its current form, and that it is to stay that way. Another point is, with this neighborhood entrance and exit only being Dewey Robbins Road. Would there be a traffic light at US-27? We would have a four-lane major highway at fifty-five miles per hour, so we would have school bus traffic and everything exiting at a stop sign. He does not know about you, but that is not possible. As far as the cycling events are concerned, they are sponsored by Howey in the Hills and or Lake County, which is a major event that comes here. If you have not seen that, they come to train for those events and they come from all areas. They have had guests at their place all the way from Miami, Florida. They come to the hills of Howey for training purposes and for the hilly terrain. What that does is complicate your view. Each hill provides a block until you get over the hill. If you are going to add school bus stops and traffic turn lanes, no left turn lanes, just the regular road as it sits, it is not possible for the traffic to be able to route itself in and out of its own neighborhood. If we require the first development to enter and exit off of US-27, all the rest of these developments should have to do the same. To back what Deborah said, the Florida State Statute states that the requirement is that it be urban in character, another reason why people who have not driven down Dewey Robbins Road need to do so. This is not urban in character and it will not be urban in character no matter how hard you try to shake your magic wand at it. It does not meet that requirement.

Stacey Gomez, 24237 Turkey Lake Road, commented that she wanted to take this time to thank the commission for giving her the opportunity to speak. She agrees with everyone else that they need to reduce the density as well as widen the buffers as she is immediately affected. Her property is directly adjacent to the proposed development, Hodges Reserve. She believes that a physical barrier needs to be installed and not just landscaping buffers as she has livestock. She wanted to bring it to the commission's attention that in the conceptual plan for the Hodges Reserve some of the houses that are proposed surround high voltage power lines, which is unnecessary radiation and could potentially be a health hazard. If this development, Hodges Reserve, is passed, who would be responsible for the unnecessary garbage and the damage to properties adjacent to the proposed development? According to a Daily Commercial report published back on September 9, 2020, Leesburg was listed among the top ten dangerous Florida cities. With that being said, if this development, Hodges Reserve, is passed, how often does the city plan to send patrol cars and what is the estimated time for an emergency call to be taken care of things in this area? She kindly asked for consideration of objecting to the annexation and rezoning for the development of Hodges Reserve.

Regie Thomas, 7850 Dewey Robbins Road, stated he grew up in New York City in a very high density area. His residence on Dewey Robbins Road is probably the first time he has been on any amount of acreage. He is really interested to find out how the city is going to deal with the residents that live in these subdivisions, like Whispering Hills and Hodges, when they hear all the gun fire in the Dewey

Robbins and Turkey Lake area? What is going to happen when you start getting calls? The thing is, when the elections come around and all the folks are frustrated and they are out there with their AK-47's and AR-15's, and what about New Years Eve when they light the place up and the 4th of July? We will see how you deal with that.

Mayor Pederson asked if there were any additional comments from the public. There being none, he closed the public hearing.

Commissioner Connell stated he had a couple things he may have missed in the presentation because he had to step out for a minute, but with the over-large easement that runs through this development, what is the situation with that? **Mr. McCown** responded that there is an existing power line that cuts through the property, and that is the extent of the power easement. It does bifurcate the property, so you cannot have homes in that area, but you can have roads and retention things like that. **Commissioner Robuck** commented that it is a distribution line for transmission. **Commissioner Connell** remarked that he does have some concerns about the small buffer around this and the smaller lots do seem like a high density in this area and having everything go out on a two-lane road. He does have some concerns with this layout and the buffer, including the overall density and the smaller lots. **Commissioner Burry** said that there was a letter dated July 16th from the county regarding this stuff that was part of the packet. It talks about how there might be a proposed road leading to the north that would connect Whispering Hills to Dewey Robbins Road. He wanted to make sure that would not occur because the whole point was to funnel traffic towards US-27. **PZD Miller** stated that normally, in these types of situations, you would want the neighborhoods to have some connectivity to draw them out. If you want to keep that from happening, that is fine, but normally you would want that connectivity to flow back north in order to go to the commercial areas. They would not go off US-27, but if the commission does not want that, it is not a problem. **Commissioner Burry** replied that as far as his support for this project, he cannot agree with that because it defeats the whole purpose of the previous development emptying out on US-27. If it ties into Dewey Robbins Road, it is going to be a main thoroughfare. **PZD Miller** clarified that he would like to keep these two developments separate and not interconnected. **Commissioner Burry** agreed. **Commissioner Robuck** asked if they could get fences if the property owner requested a fence instead of a landscape buffer. Is that a doable thing? **PZD Miller** replied that would be fine from a staff standpoint. **Ben Snyder**, Hanover Land Company, Orlando stated if the Commission would like to require them to construct a six-foot PVC fence adjacent to neighboring properties to provide a physical barrier, they would commit to that. **Commissioner Robuck** remarked that he would make an amendment to add the fence, but with the opt out unless they get a signed affidavit requesting not to have one. That way, the residents get a choice of what they want. His other comments were that as much as he liked Whispering Hills, nothing would make him happier for it to be built. The big difference is that a developer has not built anything around here and we have not approved anything like that in the past. We have Silver Lake, Tara Oaks and some others that we hope will be built one day, but the idea that the Leesburg market supports five hundred thousand to a million dollar homes he does not know. It does support this type of development and we do have all the demand for it. To be completely transparent, because it does come up every time there is a development and he does get accused of having a conflict of interest. Yes, growth benefits him, but growth benefits everybody. Why he is so in favor of growth is because it benefits a lot of people, whether it is the people that are going to live there, the landscape businesses that are going to service it, the restaurants or the downtown merchants. The way the Florida Statute works is, for it to be a conflict of interest, it would have to be a benefit to him only and this development and this does not meet those standards. The statute also says that if he does not have a conflict, he is required to vote. It cannot just say he is uncomfortable and he does not want to vote, he is required to vote. He wanted to be completely transparent about that. With the impact on the county schools, because a lot of things get said, he wanted to put some numbers on it. For instance, this development specifically (assuming it is a taxable value of two hundred and fifty grand), you would have a higher assessed value, but you would get a

homestead exemption and some other things, which is a pretty conservative estimate. Right off the bat, that would generate four hundred and ninety-four thousand dollars in road impact fees when it is built. If Mr. Jochim gets his way, maybe it would be double or triple that amount. The schools would get four million dollars right off the bat with the impact fees, and that is to build new schools. Then, every year based on the current value, and assuming prices never go up and tax rates never go up, the county would get five hundred and sixty-five thousand dollars every year and the school board would get seven hundred and fifty-one thousand dollars every year. Those are the real amounts of economic impacts generated by that and that is all on top of the four hundred and seventy thousand dollars that the city gets to provide services. Of course, our number is lower because we have a lower tax rate. He believes this is a good development and we need a mix of development and that is what Whispering Hills and this development would bring to the city. **Mr. McCown** commented that they had two other points of clarification. First he wanted to bring up their traffic engineer, Mohammed Abdallah.

Mohammed Abdallah, Traffic Mobility Consultants, 3101 McGuire Boulevard, Orlando, stated that they heard some comments with respect to traffic studies. The traffic study was prepared for this application and submitted to the city, county and the State of Florida as required by the process. They received no objections back and it met the requirements. There is a subsequent study that will be done later in the process, should this be approved, and they are able to move forward. It will provide more detail on the engineering level reviews, but the traffic studies did find that the network does support the application before the commission. The roadway, Dewey Robbins Road, is a standard county road and they met with the County Engineer to discuss the access to the roadway and the ability of the roadway to accommodate the proposed development. It was the County Engineers' opinion and their opinion that the roadway is capable of supporting this project. The intersection at US-27 and Dewey Robbins Road will be part of a subsequent analysis, a preliminary review, and they anticipate that intersection will have a signal at some point in the process. Of course, that will have to be vetted out by FDOT. However, all indications are that the intersection will require better traffic control than just a stop sign. If that is the requirement, the applicant would be required to install that signal and they would be required to install the signal at their own cost. The intersection and the roadway, including the general area, are capable of supporting the proposed project.

Mr. McCown stated the second issue is with the PUD conditions, which include the redlined conditions provided by city staff. There were a number of things that went back and forth and they would like to discuss those and have the opportunity to state their preference to remain with the conditions as originally proposed. The first thing is with regard to Item 4, Development Standards, in a number of places, the lot sizes were changed from forty to fifty and fifty to sixty. They would like to propose that the item remain as previously proposed, forty and fifty. On page three, those standards would need to revert to the proposed standards for forty and fifty-foot lots. The reason behind that is, as they stated, to keep the price point of these homes within the range of the proposed buyers, "the hero buyers" that they mentioned. That is really going to drive the price of these homes. If these forty and fifty foot lots can be achieved.

Commissioner Robuck asked about the lot sizes. He knows they have many other developments in the area and a couple in Groveland. What is the difference in price point between a forty-foot lot and a sixty-foot lot? **Mr. Snyder** replied that there really is not a huge price difference because people are going to buy as big a house as they can afford, so the houses on the sixty-foot lot tend to be smaller houses because they have to pay more for the lot. They would get less house for about the same amount of money. People are going to buy as much house as they can possibly afford, so the difference is that they get a twenty eight hundred square foot house on a forty-foot lot or a seventeen to eighteen hundred square foot house on a sixty-foot lot for around the price point. There really is not a huge disparity. You could put a bigger house on a sixty-foot lot, but that does not mean the people in Leesburg would be able to afford it just because you have the ability to build a giant house on a sixty-foot lot. **Commissioner Robuck** remarked that you would be losing about a third of the square footage to keep the price point the

same.

Mr. McCown continued to say that staff proposed some changes to the landscape buffer in 6A and they are fine with those proposed changes. 6B, they spoke with the Planning Director about it and they are okay because the intent there was to be able to compress the buffer around places where there were other natural existing buffers, like ponds and wetlands, and retention ponds, things like that. The Planning Director said he understood and he was okay with leaving that in. **Commissioner Christian** wanted to clarify that in Section 6B they wanted to unstrike sections 6B? **Mr. McCown** said yes and continued to say that they were fine with staff's proposed changes to Section 15 B, C and D where staff added Section B and strike through C and D. They are fine with those changes. They are also fine with staff's proposed changes to Section 17. **Commissioner Burry** wanted to clarify that they were proposing four hundred and fifty units, with the lots going back to the smaller sizes and if that would result in more open space?

At first they had forty and fifty foot lot sizes and then they made changes to fifty and sixty foot lot sizes. Now they want to go back to forty and fifty, so with the four hundred and fifty lots will there be more open space or are you going to be asking for more lots? **Mr. Snyder** replied they are not asking for anymore than four hundred forty-nine lots. City staff never said they could not build four hundred and forty-nine lots with the change to fifty and sixty-foot lots if they changed the minimum size to fifty and sixty foot lots. In each case, the layout of the subdivision would remain similar, which would not affect the open space. It would just affect the width of the lots and not the overall layout. **Mr. McCown** remarked that the concept plan shows forty and fifty foot lots, so the buffers, the open space and the retention, along with the amenities, are all sized for the original proposed forty and fifty foot lots. The changes by staff from forty and fifty foot lots to fifty and sixty came after the original plan was submitted. **Mayor Pederson** asked if the city held you at fifty and sixty foot lots would there be fewer homes developed? **Mr. McCown** replied that there would be fewer homes, fewer amenities, less retention and less of everything. The thirty percent open space takes into account the forty and fifty foot lots at four hundred and forty-nine units. **Commissioner Christian** asked if they were objecting to the minimum house size? **Mr. Snyder** said they are proposing that the house size revert back to the original proposed sizes, but if the Commission says it is too many and you want them to turn half of the forties to fifties, they would agree to decrease the number of forties to half of two hundred and fifty-seven. If that helps the commission, they want to offer some of the forty-foot lots. If the commission thinks that there are too many there, they can agree to change a hundred and twenty-five of them. **Commissioner Robuck** asked if it would be okay if they gave them the forties, but keep the increased square footage, because if they have the smaller lots, people would build bigger houses, because sixteen hundred square feet would give them more houses with a little higher taxable value. **Mr. Snyder** said it is hard to fit a single-story sixteen hundred square foot house on a forty-foot wide lot. If they could agree to fourteen-fifty square feet, they would meet in the middle. It gives a bigger house, but if they agree to sixteen hundred it precludes them from offering a single story on the forty-foot lots. **Commissioner Christian** remarked personally he had a major problem early on with the forty-foot lot. He really thought he was not the one buying the house or living in the house and he knew the market. He puts out the sales and someone has to buy it or he is not going to sell the house. That is when he started backing off on the real objection to the forty-foot lots, because he knows it happens in other urban areas. If someone wants a forty-foot lot, they can look at it and determine if they want a small lot and whatever house they decide to purchase. If they feel there is a market for that house for him to come and tell him to make it a sixteen hundred house, he cannot do that. He went out and looked at the subdivision in Groveland and he talked to the Planning Director about it because one of the houses was so close to the fence and he did not know who would buy that house. The Planning Director assured him that would not happen in Leesburg. The development in Groveland was a nice development so he backed off on his objection to the forty-foot lots. You have to build and you have to pay for it and someone has to approve it and want to live there. **Mayor Pederson** questioned in the package they read that the developer proposed forty and fifty-foot lots. He believes staff struck that and changed it to fifty and sixty foot lots. Now, the developer wants to take them back to forty and fifty foot lots. **PZD Miller** replied yes, correct, that is what they would like

to do. **Mayor Pederson** stated he was a little confused earlier, but Commissioner Burry is questioning if you are shrinking from fifty and sixty-foot lots to forty and fifty-foot lots. Where is the land going? It has to go somewhere. It should be either green space or more lots. It should be going somewhere and he does not think we have gotten a straight answer to that. **Mr. Snyder** answered that they did not relay the subdivision for fifty and sixty-foot lots. Whether you have forty foot and fifty-foot lots or fifty and sixty-foot lots, it would be the same depth and the same developable area. The layout would look almost identical with the street layout regardless of the lot sizes. **Commissioner Robuck** stated there would just be fewer lots. **Mr. Snyder** agreed if they changed the minimum lot size to a fifty-foot lot minimum, then yes, it would go down in lots. **Mayor Pederson** pointed out that is what he was trying to understand. **Commissioner Connell** questioned them in Section D1, where they struck forty and they went to fifty and now they want to go back to forty. It says that fifty feet should not be located directly adjacent to the twenty-five foot buffer. He wanted more clarification on that because it looks like you have a twenty-five foot buffer all the way around. **Mr. Snyder** responded that the original intent was for the forty feet to be centered inside the project and the fifties to be on the outside. When staff changed them to the fifty-foot lot minimum and the larger lots being sixty. The intent would be that all the lots shown as forty would change to fifty and all the lots shown as fifty would change to sixty. They did not update the plan based on staff's proposed revisions in the PUD. **Commissioner Connell** said he was confused because they wanted to go back to the forty and fifty foot lot sizes. **Mr. Snyder** replied yes, which is consistent with the plan. **Commissioner Connell** then wanted to know where we were with D1, because we struck the forty and what we are currently looking at is really confusing. It seems like we are changing a lot of stuff in the eleventh hour. So, what are we doing and what are the sizes of the lots adjacent to the twenty-five foot buffer? **Mr. Snyder** replied that it would be a fifty-foot lot, which is shown on the plan. The buffer on the outside would only have the larger lots, which are the fifty-foot lots. **Mayor Pederson** stated that the developers never changed or updated their original site plan, they just left it. **Mr. Snyder** said they are not trying to change it at all. They want it approved as originally submitted and they thought until now that is what they all had received in their submission and that they also received staff's recommended changes. **Mayor Pederson** said those may have been a bad choice of words, but the reason the commission is confused is because the packet they received and read reflected the fifty and sixty foot lots. What he is hearing now is that the developer never had any intention of changing that. You left the site plan the same and you are working off the original site plan, which is forty and fifty-foot lots, and some of the commission have been struggling with forty-foot lots on other developments. **Commissioner Connell** asked in D.1.B, where the thirteen hundred was struck and now it is at sixteen hundred. Where are we with that one? **Mr. Snyder** answered that is where Commissioner Robuck asked if they could go to a minimum of sixteen hundred feet on the forty-foot lots. He said building a minimum of sixteen hundred feet would make them do all two stories, which is tough to do, and they would not be able to offer anyone a single story. He asked if the commission would support a fourteen hundred and fifty square foot minimum and meet in the middle instead of one or the other. **PZD Miller** wanted to clarify the strike through and what they originally requested. The underline is what staff recommends. It is an either or situation. He would hate to get into a negotiating session about the size of the houses and everything else tonight. Basically, do you want to go by staff's recommendations or are you okay with going theirs? The only purpose of this discussion was for Sections D1 and D2 and that was it. If you go with the forty-foot lots and the thirteen hundred or fourteen hundred and fifty square foot house size, that would be a four thousand square foot lot and a forty-foot minimum. If you go with what the staff recommendation, you get a fifty foot lot and a sixteen hundred square foot house on a five thousand square foot lot and fifty foot minimum. It is just an either or situation that they are requesting. **CM Minner** stated that he did not follow that. If you build a forty-foot lot, how big will the house be? **Mr. Snyder** replied that the range in size is typically from about thirteen hundred square feet up to twenty-four hundred square feet. **CM Minner** asked what size of house would you get if you were to build on a fifty-foot lot? **Mr. Snyder** answered on a fifty-foot lot, houses range from fifteen and sixteen hundred square feet up to thirty-two hundred square feet. **CM Minner** said that their original proposal, which they

want the commission to approve, is for three phases with roughly two hundred and sixteen forty-foot lots and one hundred and ninety-three fifty-foot lots. **Mr. Snyder** stated that they thought they listed two hundred and fifty-seven forty and a hundred and ninety-two fifties. **CM Minner** stated that they put a proposal on the table earlier this evening to reduce the forty-foot lot sizes from two hundred and sixty to half. **Mr. Snyder** said if that pleases the commission, there is a chart shown that shows two hundred and fifty-seven forty-foot lots and one hundred and ninety-two fifty-foot lots. If the commission would like them to reduce the number of forty-foot lots to one hundred lots or one hundred and twenty-five lots, they will agree to that. **CM Minner** replied that this proposal would look the same, same space, same streets, they would just pop out. It would be the same inverse, which makes it confusing. They are not decreasing or increasing the size of the lots. Everything will still look the same. **Mr. Snyder** agreed that the street layout would still look the same. **CM Minner** added that it would be the same green space and the same everything and that is what they are compromising. Our guys are still pushing back saying that they want fifty and sixty-foot lots. **Mayor Pederson** wondered how everyone felt about the lot sizes.

Commissioner Robuck stated that he is with Commissioner Christian. The forty-foot lot sizes do not bother him. If that is what people want to buy, then he is not going to tell them where they have to live.

Commissioner Connell stated that he is concerned because we just asked Whispering Hills to provide a much larger buffer and now we are going to consider twenty-five feet on this development in the same area. **Commissioner Christian** stated that to him the difference between Hodges and Whispering Hills is that you have two different people markets. You are going to attract two totally different customer bases and this development would attract the hero buyers. They would have different amenities than Whisper Hills. They asked them for a twenty-five foot buffer, but he was not sure if they could get more than a twenty-five foot buffer on the layout. That would make the commission and some of the residents happy if we could get a larger buffer around the development. **Commissioner Burry** said that what we also have to look at is when we are talking about Whispering Hills we are talking about a thousand acres, so a bigger buffer on a thousand acres is less significant than requiring a hundred and fifty acres to have a larger buffer. It is not apples and apples, it is more like apples and oranges. He is not necessarily in a position where he would have to have a bigger buffer for this development. **Mr. Snyder** said that for what it is worth, the area around the perimeter where this would be located will have retention ponds and things like that and there are a few areas that will have lots adjacent to existing neighbors.

Commissioner Christian asked how the Planning Director felt about the proposal with the compromise of the one hundred and thirty forty-foot lots and the remaining lots being fifty-foot lots. **PZD Miller** replied he wanted the Commission to be aware that the city has a lot of forty-foot lots already approved in Leesburg. However, if you want to go with the forty-foot lots, he is fine with that. By putting in one hundred and thirty instead of two hundred and fifty-seven, he thinks that is a good step forward and increases up to three-nineteen for the rest of the fifties, staff could work with that. **Commissioner Christian** pointed out that the latest development he drove through was Lake Denham. That developer really built a nice place and he was really concerned about that development because they were constructing about six hundred houses. That development turned out pretty nice and a lot of people from diverse backgrounds moved in there. Sometimes we look at these numbers and, because Leesburg has not had a lot of new subdivisions, he was concerned about Lake Denham, but it turned out pretty good with one entry going in and out as well.

Commissioner Robuck made a motion to amend the PUD allowing for a maximum of one hundred and thirty forty-foot lots with the remaining lots being fifty foot over all the three development phases. Reverting Sections 4.D.1 and 4.D.2 back to the original, which is the strike through language on the current proposed plan. Unstriking Section 6.B, which was clarifying the buffer where there was other existing buffer and to require a six foot PVC fence on the perimeter unless the adjacent neighboring property owner submits an affidavit requesting that there not be a fence on their property line, and Commissioner Christian seconded the motion.

The roll call vote was:

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

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

The roll call vote as Amended was:

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

Three yeas, two nays, the Commission adopted the ordinance.

5. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, Florida, changing the Future Land Use Map Designation of certain property containing 148.67 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Hodges Reserve LGCP)**

ADOPTED ORDINANCE 22-05

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

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

Mayor Pederson requested comments from the Commission and the audience.

Kim Cronin, 6531 Dewey Robbins Road, stated that as she sat here listening to this she thought this was a joke. These developers have not made any concessions to any of the neighboring property owners. City staff denied this and she was at the meeting where it was denied. Now she is here tonight and she is hearing city staff deny it and now say staff approve this, strike this out and now we are back to the same plan that was submitted when staff first denied it. She is not sure what is going on, but she thinks that the residents of Dewey Robbins Road and the people that live in that area need to have a little more respect. You talk about how you do not want people to go in and out of Whispering Hills. Then you say that is why you are approving it, because that development is connected to Whispering Hills. Why does all this traffic come out on Dewey Robbins Road? We have a lot of people who ride horses and animals that sometimes get loose. We all act like a neighborhood and we gather together and help gather other neighbors' animals when they get out. It seems like it is going to be a little crazy to be able to live in a rural area and have animals when we have four hundred and some houses right next door. She cannot

wait for the time when the city tells her that she has to get rid of one of her animals.

Scott Sattler, East Dewey Robbins, asked for a little clarity from the commissioner who made the comments about his efforts at transparency. He believes he saw something in the city's comprehensive plan under ordinance 21-10. For the record, the commissioner said that there would be an advantage you an income for this as it would be for landscape company and anyone else. So, for the record individually, you do stand to profit from this as was stated. So we need to know, as a resident, we need to know whether. **Mayor Pederson** interjected and informed him that he was out of line. **Mr. Sattler** continued to say that the comprehensive plan of ordinance 21-10 states that this gentleman or anyone else on this commission. **Mayor Pederson** stated that the commissioner was not a subject to this type of interrogation. **Mr. Sattler** remarked that this was not an interrogation. He has the right to know whether or not this ordinance is going to be enforced and if that is the case, then it is not being enforced. They could request that he be withdrawn from the voting process and he is on the record stating that he was going to advance in financials on this. **Commissioner Robuck** pointed out that if he thinks he understands the law, he is welcome to file a complaint with the State of Florida. **Mr. Sattler** stated that he could count on that brother. Also, from a residency standpoint, to have the head of Planning and Development cheerleading for the efforts of a new development where he works for the City of Leesburg and he is supposed to be organizing for the people of Leesburg. **Mayor Pederson** stopped him and stated that he had criticized enough people tonight. **Mr. Sattler** said that is because there has to be some criticism here. **Mayor Pederson** said we have a process. We had a vote and it was three to two. We gave this fair consideration and he personally voted against it. He was sorry that this did not go his way, but he was not going to sit here and listen to him criticize the city staff and his fellow commissioners. **Mr. Sattler** said that he was asking for clarification of transparency, which was a right. He noted that his effort to transparency of ordinance 21-10 speaks to the fact that if he is gaining financials from this then he needed to withdraw from the vote. That is what it says. **Mayor Pederson** stated that he was welcome to file a complaint with the State of Florida. **Mr. Sattler** remarked that was what he would do.

Daisy Gomez, of 24237 Turkey Lake Road, stated her property is adjacent to this development. She wanted to go back to her question about who was going to be responsible for the damage and garbage that was going to be coming on to her property. Again, she has livestock, which are cattle, and two of them are bulls. That is why she was requesting a buffer, a larger buffer and an actual barrier. **Mayor Pederson** replied that the developer had offered a fence. **Ms. Gomez** answered that it is a PVC fence, but she has two bulls. No offense, she is trying to be respectful. **Mayor Pederson** answered that he was trying to be respectful as well. Maybe the developer could speak to you and work with you on a different type of fence. **Ms. Gomez** added that those larger lots they are talking about are exactly adjacent to where the bulls are. That is why she was requesting larger buffers and barriers. Animals are animals and if you upset them, we know what they can do, especially a bull. **Mayor Pederson** wondered if they would tear up the PVC fence. **Ms. Gomez** asked again who would be responsible for the damage adjacent to the properties, and for the garbage that comes onto the properties? **Mayor Pederson** answered that he was not a lawyer, so he could not answer that. **CM Minner** stated that for the matter of urban planning issues, typically when you back up a house to a rural area, that would be seen as a beneficial thing for the residential area. When you go to planning school and when you are a certified planner, you prioritize how your community is developed. The most pristine thing is a residential property, whether you are urban or a municipal corporation. What helps sacrosynct residential property, and it is ranked according to how you want your community developed and where you want your residential property to be. Residential next to residential, low density, the next best thing next to residential is high density residential. The worst thing you could do is have residential rights next to industrial. For example, this body did not want to approve the Sundance subdivision next to a county industrial park. They rejected that residential subdivision. In this case, he is proposing, as well as the Planning Director, that backing up a residential property to a farm is not going to hurt the residential

property and it will not hurt the farm either. With the property value issues, you will not lose anything. The house will not be harmed value wise because it is next to a farm and that farm is not going to be hurt because a house will be built right next to it. The petitioner and the citizens' concern is that if a cow gets out, who will be responsible? **Ms. Gomez** said that was not her question. **CM Minner** replied that he believes the question was damage to fences and who was going to be responsible for things that came onto her property along with who was going to be responsible for when these things happened. **Ms. Gomez** wanted to know who she was going to see. **CM Minner** responded that would become a civil matter. **Ms. Gomez** said she is inquiring about the properties adjacent to the development. **CM Minner** answered that it would become a civil matter. **Ms. Gomez** thanked him and said he did not need to be insensitive.

Vance Jochim, 12619 Milwaukee Avenue, Tavares, stated this whole argument and the young lady about the conflicts between agriculture and high-density housing. He came here from California and one reason why people are moving out is because of some of their rules. He pointed out that he moved here fifteen years ago. He remembers following a case regarding dairy farms. They used to be in San Bernardino County and they kept building just like here. The city was rapidly approving new developments and they were encroaching right next door to the dairy farms. Just like the young lady was talking about and they started complaining about the operation of the dairy farms. About the smell and the mooing and everything else. In that case, he remembers there being a Supreme Court hearing decision that said the public had a right and the majority of the residents had a right to basically challenge and force the dairy farms to move. Now, you cannot get milk very easily in Los Angeles because the dairy farms were pushed further and further away. He questioned if the attorney could address the issue of what would happen when the people start complaining about the agricultural operations that already exist. He does not think going to civil court is the answer and whether or not they would prevail. What rights do the existing residents have? **Commissioner Robuck** stated that in Florida we have the right to the Florida Farm Act, so if you are a legitimate farming operation, then you are protected in the State of Florida.

Lydia Cook, 26100 Serentiy Lane, Howey in the Hills, wanted to point out that the reason they are looking at approving Hodges was because it butts right up to Whispering Hills. The area that butts up to Whispering Hills is water, green land and on the side where they are putting the one and two acre lots that were buildable and they are not making it five acres of green space around in total. That is where this development butts up. There is one small spot that has a few houses and that is where the seventy to one hundred fifty-foot lots will be.

The roll call vote was:

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

Three yeas, two nays, the Commission adopted the ordinance.

6. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 148.67 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located east of U.S. Highway 27 and on the north side of Dewey Robbins Road, as legally described in Sections 31 and 32, Township 20 South, Range 25 East, Lake County, Florida; and**

providing an effective date. (Hodges Reserve)

ADOPTED ORDINANCE 22-06

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

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

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

The roll call vote was:

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

Three yeas, two nays, the Commission adopted the ordinance.

7. CITY ATTORNEY ITEMS:

CA Smith had no comment tonight.

8. CITY MANAGER ITEMS:

CM Minner wished everyone a Happy New Year. He is looking forward to working with everyone in the New Year.

9. ROLL CALL:

Commissioner Connell had no comment.

Commissioner Robuck wished everyone a Happy New Year. He hoped the Mayor's meetings are all down hill from here and shorter.

Commissioner Burry had no comment to offer.

Commissioner Christian said it was a pleasure and privilege to serve the City in the Mayor's capacity. He looks forward to supporting Mayor Pederson and Mayor Pro Tem Burry. What a way to start your term at a great meeting. Happy New Year to everyone.

Mayor Pederson stated he is honored to serve and Happy New Year to everyone.

10. ADJOURN:

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

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

The meeting adjourned at 9:02 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 10, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, January 10, 2022, at the Venetian Center. Mayor Pederson called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

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

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

2. PROCLAMATIONS:

A. Recognizing Martin Luther King, Jr. Day

Mayor Pederson read the proclamation officially recognizing Monday, January 17, 2022 as, Martin Luther King, Jr. Day in the City of Leesburg.

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

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

There were no public comments.

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

Item pulled for discussion:

5.C.12: Approving Special Transfers in Fiscal Year 21-22 from the Electric and Wastewater funds to the General Fund for the Downtown Building Redevelopment Grant Program.

Commissioner Christian moved to adopt the Consent Agenda except for 5.C.12, and Commissioner Robuck seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held December 20, 2021**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Windsong Phase 2, a subdivision of the**

City of Leesburg, Florida, being a portion of Section 24, Township 20 South, Range 24 East, Lake County, Florida, and accepting and dedicating to the use of the public any easements or public places shown thereon as being dedicated to the public; and providing an effective date. (Windsong Phase 2 Plat)

ADOPTED RESOLUTION 10,999

- 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Harbor Vista Development Group, L.L.L.P., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Silver Lake Estates, a subdivision in Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,000

- 3. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement in favor of the City of Leesburg, granted by James Phillip Pope, Donna Marie Bowman, Wilda Grey Taylor and Brenda Bellinger, as Trustees under the Mary W. Pope Family Irrevocable Living Trust Agreement, as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 22, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,001

- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from MD Expansion, LLC, to the City of Leesburg, Florida, for property lying in Section 19, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,002

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Leesburg Regional Medical Center, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 25, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,003

6. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from East Coast Waffles, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 22, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,004

7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Central Florida Health Alliance, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Block A according to the Plat of Hopson's Subdivision; and providing an effective date.**

ADOPTED RESOLUTION 11,005

8. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from Macedonia Church of The Living God, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.**

ADOPTED RESOLUTION 11,006

9. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from Mark D. Daigneau and Susan M. Daigneau, as Grantor, to the City of Leesburg, Florida, as Grantee, pertaining to land located along the South Line of Government Lot 4, in the City of Leesburg, Lake County, Florida; and providing an effective date.

ADOPTED RESOLUTION 11,007

10. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Temporary Construction Easement from James F. Parman and Barbara C. Parman, as Grantor, to the City of Leesburg, Florida, as Grantee, pertaining to land located on Lot 21, of Whispering Pines Annex No. 2, Lake County, Florida; and providing an effective date.

ADOPTED RESOLUTION 11,008

11. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement from PKAA Enterprises, Inc., as Grantor, to the City of Leesburg, as Grantee, pertaining to land located in Section 26, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.

ADOPTED RESOLUTION 11,009

12. **Resolution of the City Commission of the City of Leesburg, Florida approving special transfers in Fiscal Year 21-22 from the Electric fund in the amount of \$400,000 and from the Wastewater fund in the amount of \$400,000 to the General Fund for the Downtown Building Redevelopment Grant Program; and providing an effective date.**

ADOPTED RESOLUTION 11,010

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated that he pulled this item and he voted against it originally. He is good with the redevelopment of the downtown. He had suggested something like this fifteen years ago to the City Manager, Ron Stock, that one of the ways to redevelop the downtown was to put in sprinklers, fire alarms or whatever else the buildings needed. However, he does have an issue with there being no ownership requirement or a length of time on these when the city is looking at giving them up to two hundred and fifty thousand dollars. If the city is going to do this, the city should not be giving someone two hundred and fifty thousand dollars for them to turn around and put a for-sale sign in the front window. The building could sit vacant for two to three years. He does not think that is what we are trying to accomplish and that is why he has an issue. If they are going to take city money, they should own it for a certain amount of time. They should not just flip it and throw up a for sale sign. That is not what we are trying to accomplish and that is why he pulled it and why he will vote against it. He voted against it originally because he thought there should be an ownership requirement on it. **Commissioner Christian** stated that he could agree with Commissioner Connell, but he wanted to confirm that each of these would be brought back before the commission before any funds are passed out. **CM Minner** replied yes. Each grant would come back before the commission and there is a requirement that they be individually approved. The action tonight is merely a housekeeping deal to properly shift monies from the reserve to establish a new reserve for the Downtown Redevelopment Program. After that, we can get this program off and running. Each grant would come before the commission for comments and restrictions. He respects where all the commissioners are at on this. They had this debate when they approved the program. **Mayor Pederson** said that he respects Commissioner Connell's comments. His reaction would be that we would have matching contributions, so that pushes him to vote for this. If a property owner is going to get a one hundred thousand dollar grant, he will put one hundred thousand dollars into it. He looked at it as if he would be improving our downtown. Even though he may not like flipping, he did put one hundred thousand dollars into it and he did fix up a building. That is why he would support it. **Commissioner Connell** asked if the matching was one hundred percent. **Mayor Pederson** answered no, but you have to remember these will all come before us. **Commissioner Connell** said it is all part of the vetting process. It is not absolute that they have to match it to get the money. **CM Minner** remarked that they did cap it at two hundred and fifty thousand dollars. One of the reasons it did not get approved the first time was because one of the commissioners wanted to see more. We did not specify a level, but what we did say, the greater the private investment, the greater the potential you could get with the maximum being two hundred and fifty thousand dollars. The commission seemed happy with that, it passed by a four to one vote. We had a long discussion, so to get the maximum of two hundred and fifty thousand, he anticipates they would want to see significant dollars from that private investment, close to seven

hundred and fifty million dollars. We would still only pay fifteen percent with grant funding. That is what this project and these funds are earmarked for. It is for those improvements that are hitched to public improvement where you have electric, panel, water and sewer type upgrades and sprinkler systems which address life safety issues. We had that discussion and each of these grants would come before the commission before any money is moved. This money only sets up the reserves for this project.

Commissioner Robuck commented that while they can apply, if it is not at least a one to one match, it would be very unlikely that he would be in favor of an individual grant. He would want to see a substantial match before approving an individual grant.

The roll call vote was:

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

Four yeas, one nay, the Commission adopted the resolution.

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

A. SECOND READING OF ORDINANCES

1. None

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

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

A. None

8. CITY ATTORNEY ITEMS:

CA Vasquez had no comment.

9. CITY MANAGER ITEMS:

CM Minner had no comment.

10. ROLL CALL:

Commissioner Christian commented that there was a national holiday coming up. He asked that everyone take that day to do something around their community. If you do not have anything to do, read something from Dr. Martin Luther King, Jr. He believed in nonviolence and equality for everyone. His only request would be for everyone in the community to just read something from Dr. Martin Luther King, Jr. on your day off.

Commissioner Burry had no comment.

Commissioner Robuck commented that in the spirit of Dr. Martin Luther King, Jr. Day and with African American history month coming up, maybe it would be really nice to get that plaque about Virgil Hawkins' office done by the end of February and, hopefully, we can get that out. He thinks that would be great.

Commissioner Connell questioned whether the general retirement handout plan was just a FYI. **CC Purvis** responded yes. **CM Minner** replied that it was the fourth quarter report for 2021.

Mayor Pederson stated he had nothing to report on tonight.

11. ADJOURN:

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

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

The meeting adjourned at 5:43 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: January 24, 2022

From: Joseph Mera, (Deputy Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Firehouse Subs Public Safety Grant, for an amount not to exceed \$25,000, for the purchase of Personal Protective Equipment (PPE); and providing an effective date.

Staff Recommendation:

Staffs recommends applying and accepting, if awarded, the Firehouse Subs Public Safety Grant for the purchase of Personal Protective Equipment (PPE).

Analysis:

The purpose of this grant project is to purchase PPE for the dual purpose of vehicle extrication/rescue and wildland firefighting for the members of the department.

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the Firehouse Subs Public Safety Grant for the purchase of dual purpose of vehicle extrication/rescue and wildland firefighting; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This is a 100% grant funded by the Firehouse Subs Public Safety Foundation. We will then budget in future operational budgets for the replacement of the PPE as it is used and becomes unserviceable. If the grant is awarded, a budget adjustment will be processed to add these funds to the current budget.

Account No. 001-0000-337-2200

Project No. FHSUBS

Submission Date and Time: 1/19/2022 11:50:59 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR, AND IF AWARDED, ACCEPT THE FIREHOUSE SUBS PUBLIC SAFETY GRANT, FOR AN AMOUNT NOT TO EXCEED \$25,000, FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT (PPE); 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 Firehouse Subs Public Safety Foundation for the purpose of applying for the Firehouse Subs Public Safety Grant.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: January 24, 2022

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 Lease Amendment, between the City of Leesburg and Lake County, Florida, for the purpose of extending the term on the Lake County Sheriff's Aviation Unit Hangar; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Lease Amendment.

Analysis:

By Resolution 5165, dated April 28, 1997, the Lake County Sheriff Aviation Unit Hangar Lease was passed and adopted. The Lease became effective on January 28, 1998; the date of the final inspection and when the Certificate of Occupancy was issued. The Lease term is 25 years, and will expire on January 27, 2023. The County, like the City, begins planning for the upcoming fiscal year budget in January; therefore, this Lease Amendment is being presented for approval consideration, well in advance of expiration. The Amendment will provide for an additional ten (10) year lease term effective January 28, 2023, and terminating January 27, 2033. The rental rate, beginning on January 28, 2023, will be increased to \$0.16 per square foot, on an annual basis, for the parcel which is 19,669.14 square feet. All other terms and conditions of the Lease shall remain in full force.

The Airport Advisory Board reviewed this Amendment at the January 13, 2022 meeting and did not recommend approval as presented. The Board recommends, in keeping with current practice, that the hangar be appraised and the rental amount be for both land and improvements. Given that the tenant is a government agency, the Board believes a discount of 25% off the determined fair market rent would be justified.

Procurement Analysis:

N/A

Options:

1. Approve and execute the Lease Amendment; or,
2. Such alternative action as the Commission deem appropriate.

Fiscal Impact:

FY 2022; No impact, as the current lease terms and rental fees are still effective.

FY 2023; The additional annual revenue will be approximately \$991.00. The true increase will be dependent on the scheduled May 2022 CPI increase.

Account No. 048-0000-362-0200

Submission Date and Time: 1/19/2022 11:59:30 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AMENDMENT, BETWEEN THE CITY OF LEESBURG AND LAKE COUNTY, FLORIDA, FOR THE PURPOSE OF EXTENDING THE TERM ON THE LAKE COUNTY SHERIFF'S AVIATION UNIT HANGAR; 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 lease amendment with Lake County, Florida.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

FIRST AMENDMENT TO LEASE AGREEMENT

THIS IS A FIRST AMENDMENT to the Lease Agreement between THE CITY OF LEESBURG, FLORIDA, as Lessor, and LAKE COUNTY, FLORIDA, as Lessee.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated May 6, 1997, for premises at Leesburg International Airport, Florida, for the purpose of leasing a site for use by the Lake County Sheriff's office for their Aviation Unit, and

WHEREAS, the Lease became effective on January 28, 1998, the date of the final inspection and the issuance of the Certificate of Occupancy; and

WHEREAS, the Lease is set to expire on January 27, 2023, and Lessee desires to continue occupying the premises and the parties are agreeable to amending the Lease Agreement to provide for an additional ten (10) year lease term effective January 28, 2023, and terminating January 27, 2033.

NOW THEREFORE, for and in consideration of the Lease, the mutual covenants and promises contained in this Amendment, the sum of \$10.00, and other good and valuable considerations in hand paid and given by each party to the other, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that:

Section 1. Recitals. The above recitals are incorporated herein.

Section 2. Amendments. The Lease Agreement shall be amended as follows:

A. The Lease shall be extended for an additional lease term of ten (10) years, commencing January 28, 2023, and ending on January 27, 2033.

B. The Rent, beginning January 28, 2023, shall be at the rate of \$0.16 per square foot on an annual basis for the parcel, which is approximately 19,669 +/- square feet, or \$262.25 per month (\$3,147.04 annually), specifically described and depicted on Exhibit "A" attached hereto.

C. On the second anniversary of the new commencement date outlined in this amendment, and on the same day every two years thereafter during the term of this Lease, the rent due hereunder shall be increased in an amount determined by multiplying the annual rent charged during the immediately preceding lease year by the percentage increase in the Consumer Price Index (all Urban Consumers) published by the United States Department of Labor, over the immediately preceding two years. There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living.

Section 3. Lease in Full Force and Effect. All other terms and conditions of the original Lease shall remain in full force and effect as originally executed, and shall be binding on both parties during the amended term.

First Amendment to Lease Agreement between Leesburg and Lake County.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this First Amendment on the dates shown below.

LESSOR:

THE CITY OF LEESBURG, FLORIDA

BY: _____
MAYOR

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

First Amendment to Lease Agreement between Leesburg and Lake County.

LESSEE:

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____, Chairman

This _____ day of _____, 2022.

Approved as to form and legality.

Melanie Marsh
County Attorney

Exhibit A – Page 1 of 2

EXHIBIT "A", (2 SHEETS) A FIRST AMENDMENT TO THE SHERIFF OF LAKE COUNTY LEASE

DATED _____.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, ALSO LYING IN A PORTION OF LOTS 8 AND 9, OF THE PLAT OF SILVER LAKE ADDITION "A", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 41 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 25 EAST, FOR THE POINT OF COMMENCEMENT, (P.O.C.); THENCE RUN SOUTH 89°38'25" EAST, ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 770.02 FEET TO THE INTERSECTION OF SAID NORTH LINE OF SECTION 22 AND THE NORTHERLY EXTENSION OF THE CENTERLINE OF ECHO DRIVE; THENCE RUN SOUTH 21°23'38" WEST, ALONG SAID CENTERLINE AND THE NORTHERLY EXTENSION, THEREOF, A DISTANCE OF 623.02 FEET TO THE NORTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF A LEASE PRESENTLY LEASED TO ALUN AND NANCY JONES; THENCE RUN SOUTH 55°02'14" EAST, ALONG SAID NORTHERLY LINE AND THE NORTHWESTERLY EXTENSION THERE OF, A DISTANCE OF 228.57 FEET AND THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION OF LEASE; THENCE RUN NORTH 34°57'46" EAST, PERPENDICULAR WITH SAID NORTHERLY LINE, 95.31 FEET; THENCE RUN SOUTH 71°26'09" EAST, 187.26 FEET; THENCE RUN SOUTH 23°47'54" WEST, 34.73 FEET; THENCE RUN S. 61°58'39" W., 60.46 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND THE EDGE OF A CONCRETE HARDSTAND FORMERLY USED FOR AIRPLANE TIE DOWNS; THENCE RUN SOUTHWESTERLY, ALONG SAID EDGE OF CONCRETE HARDSTAND AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS LENGTH OF 25.05 FEET, A CENTRAL ANGLE OF 143°25'51", AN ARC LENGTH OF 62.71 FEET, A TANGENT LENGTH OF 75.81 FEET, A CHORD LENGTH OF 47.57 FEET AND A CHORD BEARING OF SOUTH 43°43'14" WEST; THENCE RUN SOUTH 28°27'36" EAST, CONTINUING ALONG SAID EDGE OF CONCRETE HARDSTAND AND ALONG THE APPROXIMATE SOUTHERLY EDGE OF A LIMEROCK AIRPLANE TAXI-WAY, A DISTANCE OF 29.56 FEET TO THE AFORESAID NORTHERLY LINE OF THE ALUN AND NANCY JONES LEASE; THENCE RUN NORTH 55°02'14" WEST, ALONG SAID NORTHERLY LINE, 178.10 FEET TO THE POINT OF BEGINNING.

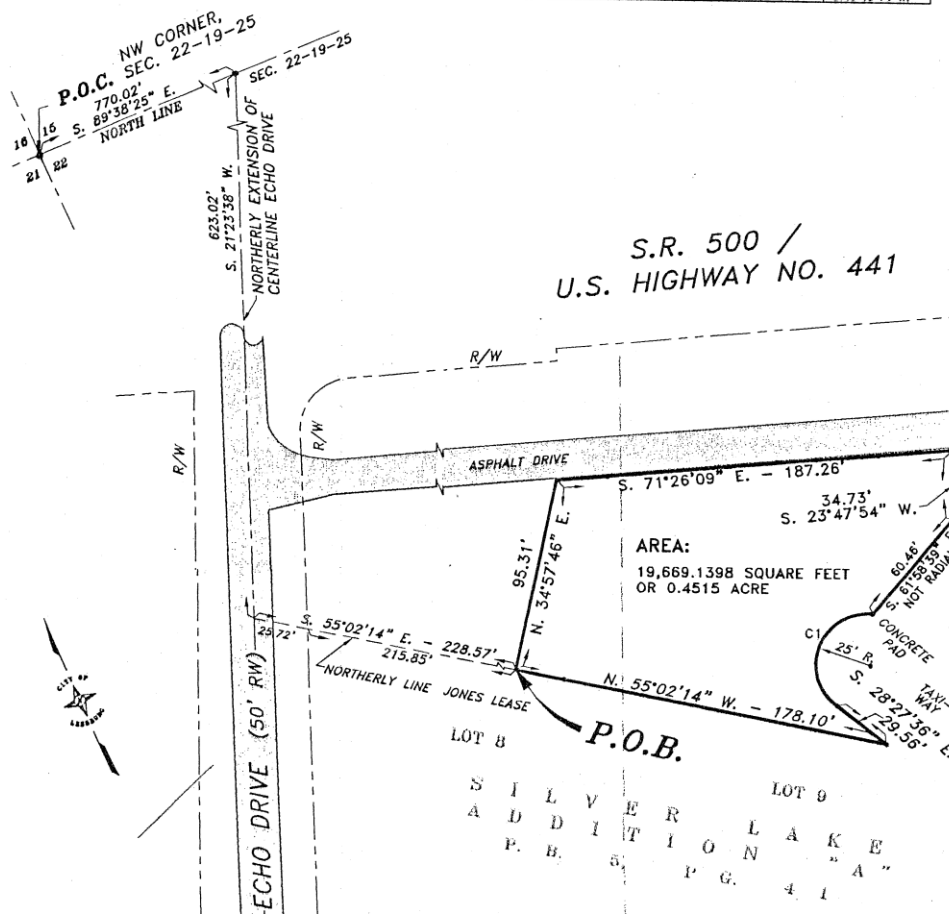
Exhibit A - Page 2 of 2

EXHIBIT "A", (2 SHEETS) ATTACHMENT TO THE SHERIFF OF LAKE COUNTY LEASE

DATED _____

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	25.05'	143°25'51"	62.71'	75.81'	47.57'	S.43°43'14"W.



CERTIFICATION:

I HEREBY CERTIFY, TO THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, THAT THIS LEGAL DESCRIPTION AND SKETCH, SHOWN HEREON, WAS PREPARED UNDER MY DIRECTION ON THE DATE, SHOWN HEREON, AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 81G17-6, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027, SUBJECT TO THE QUALIFICATIONS AS NOTED HEREON.

David H. Kraft
DAVID H. KRAFT, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4365

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE CENTERLINE OF ECHO DRIVE AS BEING S. 21°23'38"W.
3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY MRS. DEBBIE STIVENDER, COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF LEESBURG.
4. THIS IS NOT A SURVEY.

SECTION: 22-19-25



ENGINEERING DEPARTMENT
600 ORANGE STREET
LEESBURG, FLORIDA 34748-0830
PHONE (352) 728-9750
FAX (352) 728-9783
LEESBURG The Lakefront City

THE SHERIFF OF LAKE COUNTY
LEASE PROPERTY AT
LEESBURG MUNICIPAL AIRPORT

DATE: 4/18/97
DRAWN: S.W.P.
CHECKED: D.H.K.
APPROVED: D.H.K.
SCALE: 1" = 60'
FILE NO.: AP97001

SHEET NUMBER
2
OF
2

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: January 24, 2022

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 Lease Agreement, between the City of Leesburg and Import Sales of Lake County, d.b.a. Bill Bryan Subaru; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Lease to Import Sales of Lake County, d.b.a. Bill Bryan Subaru.

Analysis:

By Resolution 7397, dated July 25, 2005, Johnson's Select Motor Cars, Inc., assigned a Lease to Import Sales of Lake County, LLC. This Lease shall supercede and replace the assigned lease and prior amendments between the parties, for the same premises, and Lessee's tenancy shall be governed solely by this Lease. The initial term is for 5 years. There are three allowable 5-year term renewals, should Lessee desire to exercise. The initial 5-year term rental amount will remain stable at the existing rate of \$11,821.02 plus applicable taxes. This will allow Lessee to recoup recent roof replacement costs, which is identified as a shared responsibility in the original lease. At the end of the initial term, and throughout any/all exercised extensions, the rental amount shall be increased biannually by CPI. Import Sales of Lake County has been a valued tenant, has maintained the property consistently, and undertook an extensive remodel of the dealership showroom in 2017. This property can only be utilized for non-aeronautical activities.

The Airport Advisory Board reviewed this lease at the January 13, 2022 meeting and did not recommend approval as presented. The Board disagrees with both the proposed term length and rental fees. The Board favors keeping the existing lease in place. The existing agreement ends in May 2026 and has one allowable 5-year renewal option. The Board also noted that issues related to the roof of the showroom building should not be a consideration in the lease amount if a new agreement is negotiated.

Procurement Analysis:

N/A

Options:

1. Approve and execute the Lease Agreement with Import Sales of Lake County, d.b.a. Bill Bryan Subaru; or,

2. Such alternative as the Commission may deem appropriate.

Fiscal Impact:

No impact to the FY 2022 budgeted revenues. The impact of keeping the rental rate stable for the initial 5-year term will be dependent on future CPI data.

Account No. 048-0000-362-0100

Submission Date and Time: 1/19/2022 12:11:38 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND IMPORT SALES OF LAKE COUNTY, D.B.A. BILL BRYAN SUBARU; 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 lease agreement with Import Sales of Lake County, LLC.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the ____ day of _____, **2022**, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **IMPORT SALES OF LAKE COUNTY, LLC, D/B/A BILL BRYAN SUBARU**, hereinafter called the Lessee,

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the premises described and depicted on Exhibit "A" hereto, together with all driveways and parking areas, under the terms and conditions set forth below:

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

1. **PROPERTY AND TERM.** This Lease supersedes and replaces a prior lease and amendments thereto between the parties, for the same premises. On the date the term of this Lease commences, all prior leases and agreements for the premises shall be canceled and annulled, and Lessee's tenancy at the premises shall be governed solely by this Lease. The Initial term of this Lease shall be for a period of Five years, commencing as of February 1, 2022, and will end at midnight on the last day of January, 2027. If Lessee is not in default under any term, condition or covenant of this Lease or any other agreement between Lessor and Lessee, then Lessee may at the end of the original term, renew for three additional 5-year terms. Lessee must give written notice to Lessor of Lessee's intent to renew, each of three renewal periods, which is actually received by Lessor no later than 90 days prior to the end of the initial or existing renewal term.

If at the end of the initial term or the end of each subsequent 5-year renewal period, Lessor does not retake possession of the premises, this Lease shall continue on a month to month basis, subject however to adjustment of Rent by Lessor at any time upon thirty days' written notice.

2. **RENT.** Rent for the initial five-year term shall be paid monthly in the amount of \$11,821.02 per month, plus all applicable sales tax. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at Post Office Box 490630, Leesburg, Florida, 34749-0630, or shall be paid at City Hall, 501 West Meadow Street, Leesburg, Florida, 34748, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee. Beginning on February 1, 2027, and on February 1 every two years after that ("Change Date") for so long as this Lease (including all extension renewals if exercised), remains in effect, the amount of each monthly installment of rent shall be increased by the percentage increase since either the inception of this Lease, or the last adjustment in the rental amount, as the case may be, in the Consumer Price Index published by the U.S. Department of Labor (all Urban Consumers, U.S. City Average, 1982–84=100). There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living.

Time is of the essence of this Lease, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly when due, and that failure to do so within 10 days of the due date will constitute a default under this Lease and entitle Lessor, after first giving three (3) days written notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

If Lessee remains in possession after the expiration of the term on a month to month basis, Lessor may adjust the Rent as allowed by Florida law governing month to month tenancies.

3. **USE.** The premises shall be used only for the sale and service of new and used motor vehicles to the extent and in the manner permitted by applicable zoning codes, and no other use shall be made of the premises without the prior, written consent of Lessor. The Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property.

Except as necessary in conjunction with its permitted activities listed above, Lessee shall not allow the production, improper use, handling or storage, or disposal, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall clean up any environmental contamination on the property which is determined to be the result of Lessee's use and occupation thereof, and shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

4. **UTILITIES.** During the term of this lease, all utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, cable or satellite television or radio service, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise), pest control, and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

5. **TAXES.** Lessee shall pay all sales taxes due on the rent under this lease and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest. Lessor is a tax exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes when due.

6. **INSURANCE.** Lessor may, in its sole discretion, but is not required to, insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only.** Lessee is responsible for insuring its own personal property on the premises, along with the property of Lessee's patrons which may from time to time be stored at the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term:

A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than \$1,000,000.00 combined single limit coverage for damages incurred or claimed for death, or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured.

B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.

C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

Proof of such insurance(s) shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term.

7. **MAINTENANCE.** Lessee shall be responsible for the maintenance, repair, and replacements of structures and/or improvements on the property. Lessee shall maintain the

interior and exterior of any structures or other improvements on the premises so that they are at all times safe for their intended uses and habitations, and so that they do not become an eyesore. Lessee shall maintain all plumbing, heating and air conditioning systems and components, the roof, doors, windows, and the electrical system and all of its components. Lessee shall maintain all structures in such a manner that at the end of the term, the structures shall be returned to Lessor in good and serviceable condition, without any damage or wear other than and ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term. Lessee's obligation shall extend to, but shall not be limited to, any and all cosmetic maintenance (including exterior and interior painting), all plumbing, electrical, heating and air conditioning systems; all telephone, telecommunication, cable television, natural gas and other utility lines; all mowing and exterior grounds keeping and landscaping. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which repairs are to be made, and if Lessee fails to act within the time specified, Lessor may make all repairs it deems necessary and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

8. **FIRE EQUIPMENT.** Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections shall be provided to Lessor at least annually.

9. **ENTRY AND INSPECTION.** At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit,

or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises to prospective purchasers and Mortgagees, and during the 90 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee.

10. **ADDITIONAL RENT.** All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

11. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds, shall be secured, prior to commencement of work. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises, not including trade fixtures, shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal

of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition.

12. **LIENS.** The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. Lessee must notify all persons providing labor, services, or materials to the premises of this provision and their inability to file a lien against the real property of Lessor. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

13. **REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

14. **REPRESENTATIONS OF LESSEE.** In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes. Lessee accepts the premises in as – is, where – is condition, with all faults, and in so doing has relied solely on its own inspection of the premises and not on any statement or

representation made by or on behalf of Lessor regarding any aspect of the premises, the physical condition of the premises, or the suitability of the premises for the intended uses of Lessee.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

15. **INDEMNITY.** Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, excepting only those matters which are the sole, direct and proximate result of

the gross negligence or deliberate acts of Lessor, its agents, servants or employees. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

16. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

17. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

18. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

19. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to

surrender possession, once Lessor has given Lessee written notice of termination) this lease shall be terminated and Lessee shall have no right to reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

20. **REMEDIES CUMULATIVE.** Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

21. **ARREARAGES.** Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

22. **ASSIGNMENT.** This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sub lessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease to members other than the initial members of the LLC;

b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;

c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;

d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, or any change in the membership or control of a limited liability company which is a lessee hereunder, except between the original members of the LLC.

f. Any other change in equity ownership of any Lessee which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.

23. **MEMORANDUM.** Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

24. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, rental amount, termination date and other material conditions of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

25. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

26. **COSTS AND FEES.** In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, in addition to any other relief granted.

27. **GOVERNING LAW.** This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

28. **NOTICES.** Any notice required by this lease shall be in writing and shall be either delivered in person, sent by UPS, Federal Express or other recognized and widely utilized overnight delivery service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the third business day after the date of postmark, any notice delivered in person shall be effective upon delivery, and any notice sent by overnight delivery service shall be effective on the first business day after the notice is placed in the hands of the delivery service. Any time period shall begin running as of the date on which the notice becomes effective as provided above, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor at the address given for payment of rent.
- B. To Lessee by mailing or delivery to Lessee at the leased premises.

29. **CONSTRUCTION.** Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

30. **NATURE OF AGREEMENT.** This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto, including any Guarantors.

31. **BINDING EFFECT.** This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

32. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

33. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

34. **ADA COMPLIANCE.** If during the term any alterations or improvements to the premises are required in order to comply with the Americans with Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by the ADA in connection with the use and occupancy of the premises by Lessee.

35. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

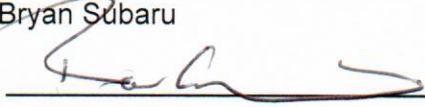
IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

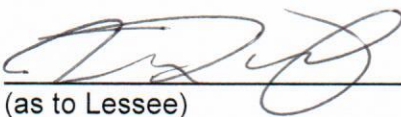
WITNESSES (two required):



(as to Lessee)

LESSEE: Import Sales of Lake County, LLC, D/B/A
Bill Bryan Subaru

BY: 



(as to Lessee)

DATE: 12/28/, 2021

LESSOR: The City of Leesburg, Florida

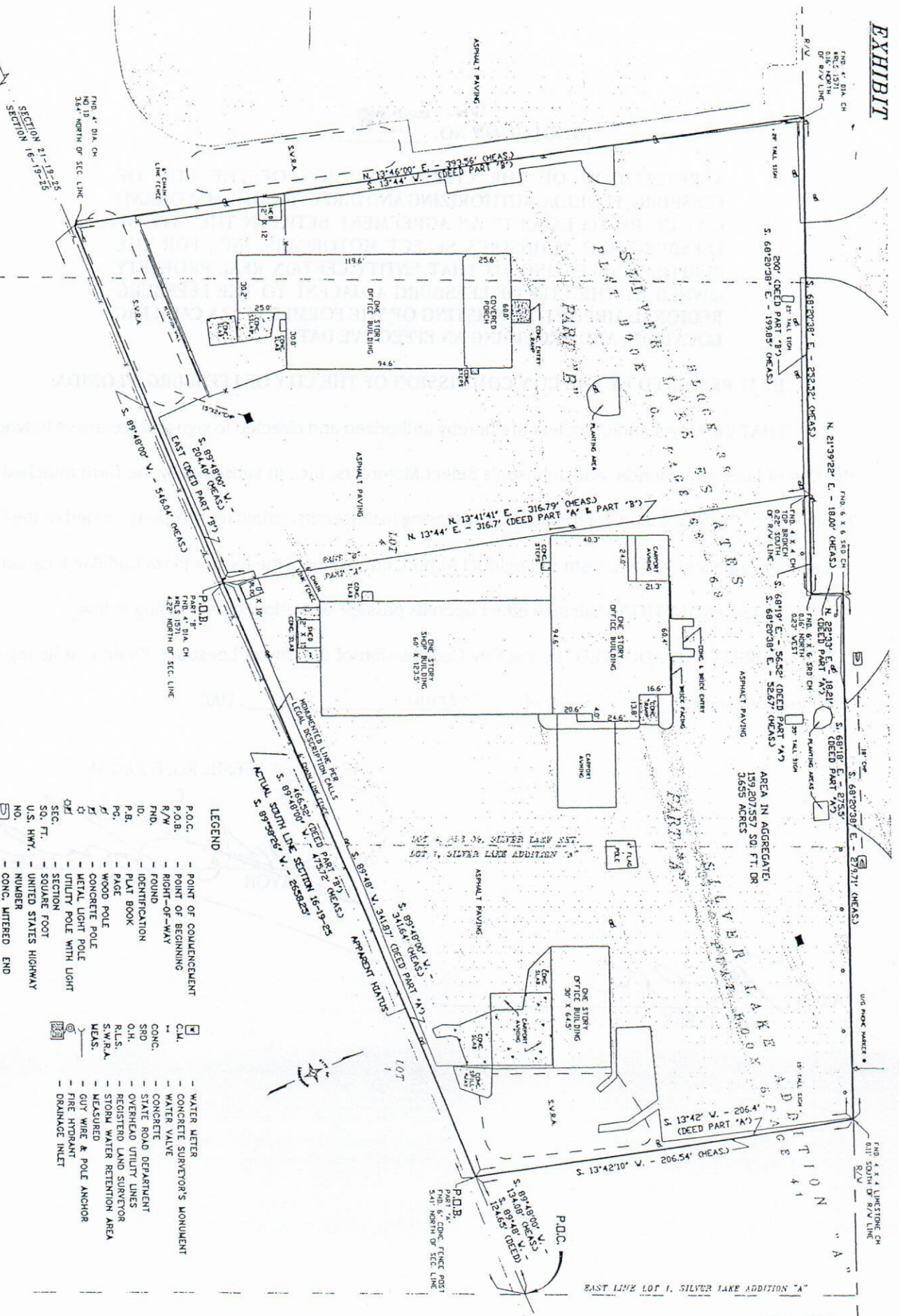
BY: _____
Mayor

APPROVED AS TO FORM:

City Attorney

Attest: _____
City Clerk

EXHIBIT



SKETCH OF LEASE PROPERTY AT LEESBURG REGIONAL AIRPORT

DATE: 1/16/02
DRAWN BY: S.W.P.
CHECKED BY: D.D.F.
APPROVED BY: D.H.K.
SCALE: 1" = 50'
FILE NO.: APO10009

SECTION NUMBER
E1-19-25



CITY OF LEESBURG
ENGINEERING DEPARTMENT

AND CHECK SHEET
LEESBURG, FLORIDA 34708-4600
PLAT NO. 17-17-25
FILE NO. 17-17-25

SHEET
NUMBER
1
OF
1

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: January 24, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Release of the Automatic Statutory Reservation of Petroleum and Mineral Rights under §270.11(1), FLA. STAT. (2018) on property lying in Section 16, Township 19 South, Range 24 East, Lake County, Florida, as described in this Resolution; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the proposed resolution to release the statutory reservation of mineral rights.

Analysis:

Previously, at its August 23, 2021 meeting, the Commission adopted Resolution 10,903 authorizing this property be sold to Park Square Enterprises, LLC., explicitly for use in constructing a road to access other land owned by buyer and located in the City of Fruitland Park. This sale released old MLK Boulevard right-of-way so that developers could build the aftermentioned developement. In completing due diligence, the buyers filed a titled objection because the sales documents inadvertently left out mineral rights to the strip of property being sold. The proposed resolution will authorize release of those reservations. The area not known to contain any exploitable mineral resources.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/19/2022 12:13:07 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE RELEASE OF THE AUTOMATIC STATUTORY RESERVATION OF PETROLEUM AND MINERAL RIGHTS UNDER §270.11(1), FLA. STAT. (2018) ON PROPERTY LYING IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED IN THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

THAT, based on the petition of the prospective purchaser of the property, the City Commission of the City of Leesburg, Florida, authorizes and directs the Mayor and City Clerk to release the automatic, statutory reservation of petroleum and mineral rights under §270.11(1), Fla. Stat. (2018), on the property lying in Section 16, Township 19 South, Range 24 East, Lake County, Florida, as described below, pursuant to the contract for sale and purchase between The City of Leesburg, Florida, and Park Square Enterprises, LLC:

The South 50 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 19 South, Range 24 East, Lake County, Florida.

THAT this release is granted because the property is in close proximity to existing and anticipated residential and commercial uses and therefore unsuitable for mining purposes and is in an area not known to contain any exploitable mineral resources.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: January 24, 2022

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Solid Waste, Airport, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2020-21; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the fiscal year 2021-22 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Solid Waste, Airport, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2020-21.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

The budget adjustment includes purchase orders that were issued prior to September 30, 2021, and the amounts were not included in the original budget for 2021-22, as well as projects not completed in last fiscal year.

General Fund	Amount	Funding Source
American Rescue Plan Administration	\$ 43,313	Fund Balance
American Rescue Plan Grants	2,100,000	Fund Balance
Fire Marshal 45 Hoods Grant (Fire)	3,713	State Grant
Extrication Tools (Fire)	173,193	Fund Balance
HVAC Unit Repairs (PW Facilities)	39,909	Fund Balance
Total General Fund	\$2,360,128	
Stormwater Fund	Amount	Funding Source
South Street Flooding Engineering	\$ 6,694	Fund Balance
Loan Oak & Main Drainage Improvements	73,028	Fund Balance
Lake Robinhood Improvements	31,940	Fund Balance
Drainage Improvements	25,320	Fund Balance

Lake Lorraine Gazebo	31,247	Fund Balance
Fountain for Veteran's Park	13,856	Fund Balance
PO Boys Project N off 44	140,845	Fund Balance
Flamingo & Crest Ave Improvements	149,952	Fund Balance
Flamingo & Warehouse Dr Improvements	<u>109,642</u>	Fund Balance
Total Stormwater Fund	\$582,524	
GLCRA Fund	Amount	Funding Source
Housing Rehab Program	\$ 2,317	Fund Balance
FSL Grant Program	<u>54,000</u>	Fund Balance
Total GLCRA Fund	\$56,317	
Carver Heights CRA Fund	Amount	Funding Source
McCormack St Improvements	<u>\$ 7,115</u>	Fund Balance
Total Carver Heights CRA Fund	\$ 7,115	
Highway 441/27 CRA Fund	Amount	Funding Source
Housing Rehab Program	\$12,500	Fund Balance
FSL Grant Program	<u>25,000</u>	Fund Balance
Total Highway 441/27 CRA Fund	\$37,500	
Capital Projects Fund	Amount	Funding Source
Road Resurfacing	\$ 22,278	Fund Balance (Gas Tax)
Pine St. Improv./Downtown Master Plan & GLCRA)	2,419,972	Fund Balance (ARPA)
Market St. Design (GLCRA)	274,072	Fund Balance
2nd & 4th St. Pedestrian Plaza (GLCRA)	100,000	Fund Balance
VG Marina Docks	753,455	Federal & County
Grants, Fund Balance		
Sleepy Hollow Improvements (Sales Tax)	5,401	Fund Balance (Disc
VG Center Monument Sign (Sales Tax & Gen. Revenue)	117,744	Fund Balance (Disc
Aquatics Center	649,525	Fund Balance
Teen Center	<u>1,506,533</u>	Federal & Boys & Girls
Club Grants, Fund Balance		
Total Capital Projects Fund	\$5,848,980	
Electric Fund	Amount	Funding Source
Villages Project	4,592,170	Debt Proceeds
Sectionalizing Devices	45,000	Fund Balance (R&R)
MOC Gate Repairs	34,346	Fund Balance (R&R)
Transformers Project	1,361,393	Debt Proceeds
MOC Restrooms Rehabilitation Project	<u>207,387</u>	Fund Balance (R&R)
Total Electric Fund	\$6,240,296	
Gas Fund	Amount	Funding Source
CR 48 Modeling for Development	\$ 6,500	Fund Balance

Lake Denham	160,683	Developer Contributed
Spring Creek	65,857	Developer Contributed
Seasons at Hillside/Deems Landing Dev. Cont. Project	11,487	Developer Contributed
Bradford Ridge	38,782	Developer Contributed
Liberty Preserve Radio Road	87,528	Developer Contributed
Lake Griffin Preserve	83,990	Developer Contributed
Leesburg Landing	93,593	Developer Contributed
Hu's Landing Apartments	25,463	Developer Contributed
Lake Griffin Reserve	76,711	Developer Contributed
Windsong	93,084	Developer Contributed
Tara Oaks (Phase 1A & 1C)	274,436	Developer Contributed
Newell Hill Regulator Station	7,331	Fund Balance
Venetian Isle Project	39,600	Fund Balance
Bentley Ridge	70,324	Fund Balance
Tapping Machine Tool	<u>6,584</u>	Fund Balance
Total Gas Fund	\$1,141,953	

Water Fund	Amount	Funding Source
Water & WWT Modeling	\$ 10,141	Fund Balance
Consumptive Use Permit Wetlands Monitoring	1,200	Fund Balance
Hwy 441 Perkins to SR 44	206,493	Fund Balance (R&R)
Westside 12" Water Main Replacement	788,040	Fund Balance (R&R)
Cottonwood St. Fire Protection Increase	331,030	Fund Balance (R&R)
Treadway School Rd Water Main Extension	446,958	Fund Balance (R&R)
Well 9 Rehabilitation	70,927	Fund Balance (R&R)
Metro Steel Property	49,924	Fund Balance
Lake Pointe Booster Station C	18,500	Fund Balance (R&R)
Highland Lake Controller	<u>51,922</u>	Fund Balance (R&R)
Total Water Fund	\$1,975,135	

Wastewater Fund	Amount	Funding Source
Wastewater Master Plan	\$ 109,262	Fund Balance
Hwy 441- Perkins to SR 44	205,820	Fund Balance (R&R)
Line Under Bldg 1111 Pamela St.	341,426	Fund Balance (R&R)
Lift Station Rehabilitation	192,151	Fund Balance (R&R)
Venetian Isle System Upgrades	783,717	Fund Balance (Impact Fees & R&R)
Headworks Forcemain Pipe Replacement	151,026	Fund Balance (R&R)
Metro Steel Property	5,386	Fund Balance
Load Cell (Canal & Turnpike Plants) Cake trailer	32,000	Fund Balance (R&R)
Turnpike Plant Expansion #1	8,102,481	Debt Proceeds & Fund
Balance		
Turnpike Plant Expansion #2	6,300,000	Federal Grant (ARPA)
& Fund Balance		
Gear Reducers	<u>11,200</u>	Fund Balance (R&R)
Total Wastewater Fund	\$16,234,469	

Solid Waste	Amount	Funding Source
Roll out Containers	\$ <u>27,123</u>	Fund Balance
Total Solid Waste Fund	\$ 27,123	

Airport Fund	Amount	Funding Source
Obstruction Analysis	\$ 5,450	Fund Balance
Customs Facility Upgrades	81,340	State Grant & Fund Balance
Runway 13/31 Construction	295,823	Federal Grant & Fund Balance
Apron Main Ramp Pavement Rehab/Construction	1,999,519	State Grant & Fund Balance
Farm Fuel Replacement Design	200,000	State Grant & Fund Balance
COVID-19 FAA Grant	<u>32,911</u>	Federal Grant
Total Airport Fund	\$2,615,043	
Building Services Fund	Amount	Funding Source
Office Reorganization	\$ 23,860	Fund Balance
New Software	<u>141,033</u>	Fund Balance
Total Building Services Fund	\$164,893	
Fleet Services Fund	Amount	Funding Source
Replace Water F450 UT	\$ 59,000	Fund Balance
Replace Electric Bucket Truck	250,000	Fund Balance
Replace Electric F550	48,000	Fund Balance
Replace Police Tahoe	5,180	Fund Balance
Replace Public Works Facilities Lift	34,200	Fund Balance
Replace Recreation Pickup	<u>25,000</u>	Fund Balance
Total Fleet Services Fund	\$421,380	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the fiscal year 2021-22 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Highway 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Solid Waste, Airport, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2020-21; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See Attached

Submission Date and Time: 1/19/2022 12:15:39 PM

<u>FUND</u>	FY 2022 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2022 <u>AMENDED</u>
General	28,528,392	2,360,128	30,888,520
Stormwater	1,699,040	582,524	2,281,564
Housing Assistance	151,698	-	151,698
Greater Leesburg CRA	567,019	56,317	623,336
Carver Heights CRA	510,282	7,115	517,397
Hwy 441/27 CRA	1,375,957	37,500	1,413,457
Debt Service	1,750,006	-	1,750,006
Capital Projects	1,575,000	5,848,980	7,423,980
Electric	69,950,194	6,240,296	76,190,490
Gas	8,555,791	1,141,953	9,697,744
Water	12,196,324	1,975,135	14,171,459
Wastewater	15,850,657	16,234,469	32,085,126
Solid Waste	5,104,880	27,123	5,132,003
Airport	4,261,595	2,615,043	6,876,638
Police Pension	1,963,389		1,963,389
Fire Pension	1,676,985		1,676,985
General Employees Pension	3,245,409		3,245,409
Health Insurance	7,500,000		7,500,000
Workers' Compensation	672,050	-	672,050
Risk Management	876,886	-	876,886
Discretionary Sales Tax	2,298,165	-	2,298,165
Gas Tax	755,080	-	755,080
Police Impact Fees	10,500	-	10,500
Fire Impact Fees	250		250
Recreation Impact Fees	181,000	-	181,000
Building Permits	1,466,527	164,893	1,631,420
Police Forfeiture	5,000	-	5,000
Police Education Receipts	6,000	-	6,000
Fleet Services	3,909,179	421,380	4,330,559
Total	176,643,255	37,712,856	214,356,111

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2021-22 BUDGET FOR THE GENERAL, STORMWATER,
GREATER LEESBURG CRA, CARVER CRA, HWY 441/27 CRA, CAPITAL PROJECTS,
ELECTRIC, GAS, WATER, WASTEWATER, SOLID WASTE, AIRPORT, BUILDING PERMITS
AND FLEET SERVICES FUNDS FOR THE CARRYOVERS FROM FISCAL YEAR 2020-21 ; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2021-22 on September 27, 2021, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2021-22 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2021-22 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2021-22 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2021-22 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	3,713
Other Financing Sources:	
Fund Balance Appropriated	2,356,415
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,360,128

PROPOSED APPROPRIATIONS

General Government	2,183,222
Public Safety	176,906
TOTAL PROPOSED APPROPRIATIONS	2,360,128

STORMWATER

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	582,524
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	582,524

PROPOSED APPROPRIATIONS

Physical Environment	582,524
TOTAL PROPOSED APPROPRIATIONS	582,524

GREATER LEESBURG CRA

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	56,317
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	56,317

PROPOSED APPROPRIATIONS

Economic Environment	56,317
TOTAL PROPOSED APPROPRIATIONS	56,317

CARVER HEIGHTS CRA**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	7,115
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	7,115

PROPOSED APPROPRIATIONS

Economic Environment	7,115
TOTAL PROPOSED APPROPRIATIONS	7,115

HWY 441/27 CRA**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	37,500
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	37,500

PROPOSED APPROPRIATIONS

Economic Environment	37,500
TOTAL PROPOSED APPROPRIATIONS	37,500

CAPITAL PROJECTS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	1,478,609
Other Financing Sources:	
Fund Balance Appropriated	4,370,371
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	5,848,980

PROPOSED APPROPRIATIONS

General Government	871,199
Transportation	2,816,322
Culture/ Recreation	2,161,459
TOTAL PROPOSED APPROPRIATIONS	5,848,980

ELECTRIC FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	286,733
Fund Balance Appropriated- Note Proceeds	5,953,563
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	6,240,296

PROPOSED APPROPRIATIONS

Physical Environment	6,240,296
TOTAL PROPOSED APPROPRIATIONS	6,240,296

GAS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated-Capital Contributed	1,011,614
Fund Balance Appropriated	130,339
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,141,953

PROPOSED APPROPRIATIONS

Physical Environment	1,141,953
TOTAL PROPOSED APPROPRIATIONS	1,141,953

WATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	1,913,870
Fund Balance Appropriated	61,265

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,975,135
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PROPOSED APPROPRIATIONS

Physical Environment	1,975,135
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TOTAL PROPOSED APPROPRIATIONS	1,975,135
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WASTEWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	5,927,854
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Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	1,683,623
Fund Balance Appropriated- Impact Fees	33,717
Fund Balance Appropriated- Note Proceeds	1,832,452
Fund Balance Appropriated	6,756,823

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	16,234,469
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PROPOSED APPROPRIATIONS

Physical Environment	16,234,469
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TOTAL PROPOSED APPROPRIATIONS	16,234,469
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SOLID WASTE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	27,123
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	27,123
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PROPOSED APPROPRIATIONS

Physical Environment	27,123
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TOTAL PROPOSED APPROPRIATIONS	27,123
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AIRPORT FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	2,101,048
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Other Financing Sources:

Fund Balance Appropriated	513,995
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	2,615,043
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PROPOSED APPROPRIATIONS

Transportation	2,615,043
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TOTAL PROPOSED APPROPRIATIONS	2,615,043
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FLEET SERVICES FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	421,380
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	421,380

PROPOSED APPROPRIATIONS

General Government	421,380
TOTAL PROPOSED APPROPRIATIONS	421,380

BUILDING SERVICES FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	164,893
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	164,893

PROPOSED APPROPRIATIONS

Public Safety	164,893
TOTAL PROPOSED APPROPRIATIONS	164,893

ALL FUNDS**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	9,511,224
Total Estimated Revenues	9,511,224
Other Financing Sources:	
Fund Balance Appropriated- Capital Contributed	1,011,614
Fund Balance Appropriated- Impact Fees	33,717
Fund Balance Appropriated- Note Proceeds	7,786,015
Fund Balance Appropriated	15,486,060
Fund Balance Appropriated- Renewal & Replacement	3,884,226
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	37,712,856

PROPOSED APPROPRIATIONS

Transportation	5,431,365
Public Safety	341,799
General Government	3,475,801
Physical Environment	26,201,500
Economic Environment	100,932
Culture/ Recreation	2,161,459
TOTAL PROPOSED APPROPRIATIONS	37,712,856

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

Rollovers Budget Adjustments Additional Information

Fund:	PO #	Issue Date	Vendor	Description	Amount	Reason
General						
Misc	536992	8/24/2021	GSC	American Rescue Plan Act (ARPA) Administrator	43,313	Funds were not spent in FY21 and need to be rolled forward to FY22 budget
Misc				ARPA Grants	2,100,000	Funds were awarded to the City, Grants were not paid out in FY 21
Fire				Fire Marshal 45 Hoods Grant	3,713	Grant was awarded to City, funds were not spent in FY21 and need to be rolled forward to FY22 budget
Fire	536993	8/24/2021	Purchase Point Equipment	Extrication Tools	173,193	Grant was awarded and funds were received but items did not come in by YE, funds need to roll to FY 22
PW Facilities				HVAC Unit Repair Funds	39,909	Funds were not spent in FY21 and need to be rolled forward to FY22 budget
Total General Fund					2,360,128	
Stormwater						
	536547	3/9/2021	Dyer, Riddle	South Street Flooding Issue Engineering	6,694	Funds were not spent in FY21 and need to be rolled forward to FY22 budget
				Lone Oak & Main Drainage	73,028	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lake Robinhood Improvements	31,940	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Drainage Improvements to the North	25,320	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lake Lorraine Gazebo	31,247	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Fountain for Veterans Park	13,856	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Po Boys Project North of 44	140,845	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Stormwater Improvements Flamingo Dr & Crest Ave	149,952	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Stormwater Improvements Flamingo Dr & Warehouse Dr.	109,642	
Total Stormwater					582,524	
Greater Leesburg CRA						
				Housing Rehab Program	2,317	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
				FSL Grant Program	54,000	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
Total Greater Leesburg CRA					56,317	
Carver Heights/ Montclair Area CRA						
				McCormack St. Improvements	7,115	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
Total Carver Heights/ Montclair Area CRA					7,115	
Hwy 441/27 CRA						
				Housing Rehab Program	12,500	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
				FSL Grant Program	25,000	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
Total Hwy 441/27 CRA					37,500	
Capital Projects						
				Road Resurfacing	22,278	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
	536555	3/11/2021	CPH Engineers	Pine St. Improvements/Downtown Master Plan	2,419,972	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Market St. Design	274,072	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				2nd & 4th St Pedestrian Plaza	100,000	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Venetian Gardens Docks	753,455	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Sleepy Hollow Improvements	5,401	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
	537081	9/30/2021	Mid Florida Signs & Graphics	Venetian Center Monument Sign	117,744	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Aquatics Center	649,525	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Teen Center	1,506,533	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
Total Capital Projects					5,848,980	

Rollers Budget Adjustments Additional Information (cont.)

Fund:	PO #	Issue Date	Description	Amount	Reason
Electric	536969	8/12/2021	Johnson-Laux Construction	Villages Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Sectionalizing Equipment- Tripsaver Pilot	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				MOC Gate Repairs	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Transformers Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				MOC Restrooms Rehabilitation	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Total Electric	6,240,296
Gas	537020	9/2/2021	Pond & Company	CR48 Station Modeling for Developments of #2 Road	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
				Lake Denham Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Spring Creek Subdivision Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Seasons at Hillside/Deems Landing Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Bradford Ridge Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Liberty Preserve Radio Road Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lake Griffin Preserve Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Leesburg Landing Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Bentley Ridge	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Hu's Landing Apartments Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lake Griffin Reserve Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Windsong Developer Contributed Project	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Tara Oaks Phase 1A	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Tara Oaks Phase 1C	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Venetian Isle	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
	536632	4/13/2021	Mueller Co. LLC	Newell Hill Regulator Station	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Mueler DH-5 Tapping Machine	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Total Gas	1,141,953
Water	536405	1/13/2021	Jones Edmunds	Water & Wastewater Modeling	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
				CUP Wetlands Monitoring 5 year Compliance Report	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
	536233	11/9/2020	SMW Geosciences	Highway 441 Perkins to SR 44	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Westside 12" Water Main Replacement	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Cottonwood St. Fire Protection	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Treadway School Road Water Main Extension	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Well 9 Rehabilitation	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Metro Steel Property Renovations	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lake Pointe Booster St.	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Highland Lake Controller	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Total Water	1,975,135
Wastewater	536739	5/22/2021	Halff Associates	WWT Master Plan	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
				Highway 441 Perkins to SR 44	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Line Under Bldg. 1111 Pamela St.	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 35 Airport	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Venetian Isle System Upgrade	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Headworks Forcemain Pipe Replacement	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 37 Rehabilitation	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 31 Rehabilitation	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 45 Rehabilitation	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 69 Generator Lookup	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 2 Pump Package	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 11 Pump Package	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Lift Station 100 Pump Package	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Metro Steel Property Renovations	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Load Cell Canal St. Plant on Cake Trailer	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Load Cell Turnpike Plant on Cake Trailer	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Turnpike Plant Expansion	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Sumitomo Gear Reducers	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
				Total Wastewater	16,234,469

Rollovers Budget Adjustments Additional Information (cont.)

<u>Fund:</u>	<u>PO #</u>	<u>Issue Date</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
Solid Waste			Roll Out Containers	27,123	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
			Total Solid Waste	27,123	
Airport	536995	8/24/2021	GAI Consultants		
			Obstruction Survey	5,450	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
			Customs Facility Upgrades	81,340	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
			Runway 13/31 Rehab Construction	295,823	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
			Apron Main Ramp Pavement Rehab	1,999,519	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
			Farm Fuel Replacement Design	200,000	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
			COVID-19 Grant (ACRGP)	32,911	Grant was awarded to City, funds were not spent in FY21 and need to be rolled forward to FY22 budget
			Total Airport	2,615,043	
Building Permits	536907	7/21/2021	Affordable Interior Systems		
			Office Partitions & Furniture	7,975	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
	536943	8/4/2021	Lakeside Electrical	6,245	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
	536942	8/4/2021	Office Master	5,600	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
	536956	8/9/2021	Equizi	4,040	Funds were not spent in FY21 and need to be rolled forward to FY 22 budget
			Perconti Data Systems		
			New Software	141,033	Project was not completed in FY21, remaining funds need to be rolled forward to FY22 budget
			Total Building Permits	164,893	
Fleet Services	536345	12/16/2020	Duval Ford		
			Replace Water F450 Utility	59,000	Truck was ordered in FY21 but was received in FY22, funds need to be rolled forward to FY22
	536407	1/13/2021	Altec Industries	250,000	Truck was ordered in FY21 but has not been received yet, funds need to be rolled forward to FY22
	536436	12/16/2020	Alan Jay Fleet Sales	48,000	Truck was ordered in FY21 but was received in FY22, funds need to be rolled forward to FY22
	536663	4/28/2021	Public Safety USA	5,180	Vehicle was received but equipment was not received in FY21, funds will need to be rolled to FY 22
	536687	5/3/2021	Southern Sales Material Handling	34,200	Vehicle was received but equipment was not received in FY21, funds will need to be rolled to FY 22
	536752	5/27/2021	Alan Jay Fleet Sales	25,000	Truck was ordered in FY21 but has not been received yet, funds need to be rolled forward to FY22
			Total Fleet Services	421,380	
			Total Rollover Budget Adjustments	37,712,856	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: January 24, 2022

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and CR 44 Land Investments, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to the development referred to as Robuck Ostrander Phase I; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Gas Service Agreement with CR 44 Land Investments, LLC.

Analysis:

CR 44 Land Investments, LLC is developing a subdivision located east of CR 44 and north of Silver Lake Drive.

Procurement Analysis:

N/A

Options:

- 1) Approve Gas Service Agreement with CR 44 Land Investments, LLC., or
- 2) Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$280,070.35 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. 1400363

Submission Date and Time: 1/19/2022 12:28:35 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND CR 44 LAND INVESTMENTS, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH THE CITY OF LEESBURG WILL SUPPLY NATURAL GAS SERVICE TO THE DEVELOPMENT REFERRED TO AS ROBUCK OSTRANDER PHASE I; 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 CR 44 Land Investments, LLC, whose address is 121 Snell Isle Boulevard, St. Petersburg, Florida 33704, for the purpose of setting forth the terms and conditions under which the City will provide natural gas utility service to the development known as Robuck Ostrander Phase I.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 by and between the City of Leesburg, Florida, a municipal corporation organized under the laws of the State of Florida, located at 501 W. Meadow Street, Leesburg, Florida, 34748, (hereinafter referred to as “City”), and CR 44 Land Investments, LLC located at 121 Snell Isle Blvd. St. Petersburg, Florida, 33704 (hereinafter jointly referred to as “Owner”), sometimes collectively referred to as “Party” or “Parties”.

WITNESSETH:

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

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

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

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

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

2. Owner shall ensure that not less than eighty percent (80%) of the planned one hundred sixty-six (166) units within the Development are equipped with:

A. A natural gas water heater; and

B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is Two hundred fifty-one thousand six hundred ninety dollars and thirty-five cents. (\$251,690.35). Fifteen (15) days prior to construction, Owner shall place in escrow with the City, funds equal to that estimate to be used to pay for the construction as it proceeds. Notwithstanding inclusion of this estimate herein, Owner shall be obligated to pay the full cost of the infrastructure required to serve the Development.

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

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

7. 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 and may terminate this agreement. In addition, the city may suspend issuance of any and all permits for construction within the development until such time as the developer has paid the amount due and the natural gas service agreement has been reinstated.

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

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

10. 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.

11. 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.

12. 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.

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 under or construing this Agreement, venue shall lie only 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.

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

CR 44 Land Investments, LLC

BY: _____
Mike Galvin, Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: January 24, 2022

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a natural gas service agreement between the City of Leesburg and Lennar Homes, LLC, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to Phase 2 of the development referred to as Liberty Preserve; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Gas Service Agreement with Lennar Homes, LLC.

Analysis:

Lennar Homes, LLC is developing a subdivision located east of CR 44 and north of Silver Lake Drive in Leesburg, Florida known as Liberty Preserve Phase II. Section 22-7 of the Code of Ordinance requires the owner to utilize natural gas for 80% of the planned one hundred units within the development. The estimated cost of the infrastructure, which will be fully funded by the developer, is \$108,944.81.

Procurement Analysis:

N/A

Options:

- 1) Approve the GAS Service Agreement with Lennar Homes, LLC; or
- 2) Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Developer will place construction funds totaling \$108,944.81 in an escrow account sufficient to fully fund the project. A budget adjustment will be processed to add these funds to the current budget.

Account No. 042-0000-223-3100

WF No. WF1310091

Submission Date and Time: 1/19/2022 12:59:59 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A NATURAL GAS SERVICE AGREEMENT BETWEEN THE CITY OF LEESBURG AND LENNAR HOMES, LLC, FOR THE PURPOSE OF SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH THE CITY OF LEESBURG WILL SUPPLY NATURAL GAS SERVICE TO PHASE 2 OF THE DEVELOPMENT REFERRED TO AS LIBERTY PRESERVE; 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 Lennar Homes, LLC, whose address is 6675 Westwood Boulevard, 5th floor Orlando, Florida, 32821, for the purpose of setting forth the terms and conditions under which the City of Leesburg will supply natural gas service to Phase 2 of the development referred to as Liberty Preserve.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

GAS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 2020 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 Lennar Homes, LLC, a Florida limited liability company, located at 6675 Westwood Blvd, 5th Floor Orlando, Florida, 32821, (hereinafter jointly referred to as "Owner"), sometimes collectively referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, Owner is developing a subdivision located in Leesburg, Florida, known as Radio Road (a/k/a Liberty Preserve), (hereafter referred to as the "Development"), in accordance with the master plan for the Development on file with the City; and

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

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

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

1. The City shall, subject to the provisions of this Agreement, supply natural gas service which shall include main, service and meter installations, to Phase 2 of the Development. Owner shall be responsible for installing and connecting all natural gas appliances to the outlet of City gas meters. A map of the Development is attached as Exhibit "A" to this Agreement and by reference is made a part hereof. City shall provide such natural gas service from the supply line, including the gas meter.

2. Owner shall ensure that not less than eighty percent (80%) of the planned One Hundred (100) units within the Development are equipped with:

- A. A natural gas water heater; and
- B. A natural gas furnace or Hydro-heat.

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

4. The Owner is obligated to pay the full cost of the infrastructure required to serve the Development and the cost of the services, meters, appurtenances and installation, which will be performed by the City. The Owner's estimated costs of the infrastructure to be funded by Owner as set forth below, is one hundred eight thousand nine hundred forty-four dollars and eighty-one cent (\$108,944.81). 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.

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

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

7. 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 and may terminate this agreement. In addition, the city may suspend issuance of any and all permits for construction within the development until such time as the developer has paid the amount due and the natural gas service agreement has been reinstated.

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

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

10. 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.

11. 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.

12. 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.

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 under or construing this Agreement, venue shall lie only 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.

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

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Lennar Homes, LLC

BY: _____
Rob Bonin, Authorized Agent

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: January 24, 2022

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing Robert "Bob" Thilmony as the City of Leesburg Designated Representative on the Florida Gas Utility Board of Directors, and James "Jim" Williams as Alternate; and providing an effective date.

Staff Recommendation:

Staff recommends approval of Robert Thilmony to serve as the City of Leesburg Designated Representative on the Florida Gas Utility Board of Directors and for James Williams to continue to serve as Alternate.

Analysis:

The City of Leesburg has been a member of the Florida Gas Utilities since October of 2000, for the purpose of obtaining firm gas supply and related services. Jack Rogers has represented the City on the Board of Directors and James Williams (Finance Director) currently serves as the alternate. With the retirement of Mr. Rogers in November, 2021, a new board member must be approved to represent the city in matters related to gas supply and services. Mr. Williams would remain as the city's alternate member.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time: 1/19/2022 1:01:17 PM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING ROBERT "BOB" THILMONY AS THE CITY OF
LEESBURG DESIGNATED REPRESENTATIVE ON THE FLORIDA GAS
UTILITY BOARD OF DIRECTORS, AND JAMES "JIM" WILLIAMS AS
ALTERNATE; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission does hereby authorize Robert "Bob" Thilmony to serve as the City of Leesburg's Designated Representative on the Florida Gas Utilities Board of Directors and James "Jim" Williams to serve as Alternate.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: January 24, 2022

From: Robert Hicks, (Police Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Leesburg Police Department to accept the Edward Byrne Grant (JAG County-Wide) FY 2020 from the Florida Department of Law Enforcement (FDLE) for \$8,170.00 to defray costs associated with the purchase of department equipment; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the Leesburg Police Department to accept the FY 2020 Edward Byrne Memorial Justice County-Wide Grant, FDLE Reference #: 2021-JAGC-3917, in the amount of \$8,170.00 to defray the cost of two (2) new in-car video recording systems.

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Cost</u>
Digital in-car video recording systems (Camera, Wireless Kit and Device License)	\$5,105.00	2	\$10,210.00
		Total	\$10,210.00
JAG Grant Award Amount			\$8,170.00

Analysis:

Some of our patrol cars are equipped with antiquated in-car recording systems, which are no longer serviceable, adversely impacting our ability to capture quality audio/video data. The data serves numerous roles. Not only is it often considered evidence, it has other applications such training officers and administrative review of police actions, all vital parts of modern policing.

The grant, a non-matching grant, will enable the department to continue the process of incrementally replacing older systems that are antiquated technology that is no longer serviceable or not fully functional.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the acceptance of the FY 2021 Edward Byrne JAG County-Wide

grant of **\$8,170.00** and authorized source purchase; or

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The City has been awarded this grant, a budget adjustment will be necessary to add this into the current budget. There is no local match required for this grant. The remaining \$2,040.00 needed for this purchase is available in the current Police Operating budget.

Account No. 001-0000-331-2100

Project No. JA0027

Submission Date and Time: 1/19/2022 1:04:02 PM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LEESBURG POLICE DEPARTMENT TO ACCEPT THE EDWARD BYRNE GRANT (JAG COUNTY-WIDE) FY 2020 FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FOR \$8,170.00 TO DEFRAY COSTS ASSOCIATED WITH THE PURCHASE OF DEPARTMENT EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Leesburg Police Department is hereby authorized to accept the Edward Byrne Memorial Justice Grant (JAG-County-Wide) in the amount of **\$8,170.00** to defray costs associated with the purchase of certain department equipment.

THAT this resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: January 24, 2022

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2021-22 Budget for the General, Stormwater, Carver Heights CRA, Capital Projects, Gas, Airport, Discretionary Sales Tax, Building Permits, Police Forfeiture and Fleet Services Funds for the First Quarter; and providing an effective date.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2021-22.

Analysis:

As established in the Budget Policy, adopted September 28, 1998, total appropriations within a fund cannot increase or decrease without formal action by the City Commission.

General Fund	Amount	Funding Source
Decontamination Equipment Grant (Fire)	\$ 5,286	State Grant
Facci Bella COVID Prod. Exp. (Lakefront TV)	28,550	Fund Balance
Edward Byrne Grant (Police)	<u>15,806</u>	Federal Grant
Total General Fund	\$ 49,642	
Stormwater Fund	Amount	Funding Source
Arlington Ridge Drainage Issues	\$ <u>125,000</u>	Fund Balance
Total Stormwater Fund	\$ 125,000	
Carver Heights CRA Fund	Amount	Funding Source
Berry Park Fencing (Transfer to Cap. Proj.)	\$ <u>200,000</u>	Fund Balance
Total Carver Heights CRA Fund	\$ 200,000	
Capital Projects Fund	Amount	Funding Source
Teen Center Project	\$ 240,000	Transfer from Discretionary Tax
Sales		
Berry Park Fencing &	260,731	Transfer from Carver Heights CRA
		Fund Balance
Pat Thomas Stadium Project	80,000	Fund Balance

Sleepy Hollow Grandstands	<u>(200,000)</u>	County Grant (remove funding)
Total Carver Heights CRA Fund	\$ 380,731	
Gas Fund	Amount	Funding Source
Lake Griffin Reserve Dev. Cont. Project	\$ 40,678	Developer Contributed
Stonegate ALF Dev. Cont. Project	<u>8,871</u>	Developer Contributed
Total Gas Fund	\$ 49,549	
Airport Fund	Amount	Funding Source
Apron Main Ramp Rehab	\$ 500,000	State Grant & Fund Balance
Hangar Design	24,120	Fund Balance
Airport Rescue Grant	<u>59,000</u>	Federal Grant
Total Airport Fund	\$ 583,120	
Discretionary Sales Tax	Amount	Funding Source
Teen Center Project (Transfer to Cap Proj.)	<u>\$ 240,000</u>	Fund Balance
Total Discretionary Sales Tax	\$ 240,000	
Building Permits Fund	Amount	Funding Source
Arlington Ridge Drainage Issues	<u>\$ 125,000</u>	Fund Balance
Total Building Permits Fund	\$ 125,000	
Police Forfeiture Fund	Amount	Funding Source
Police Duty Gear and Firearms	<u>\$ 36,571</u>	Fund Balance
Total Police Forfeiture Fund	\$ 36,571	
Fleet Services Fund	Amount	Funding Source
Replace Message Boards (2)	\$ 32,000	Fund Balance
Replace Police Crusier- Accident	<u>35,000</u>	Recovery from Losses & Fund Balance
Total Fleet Services Fund	\$ 67,000	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2021-22 budget for the General, Stormwater, Carver Heights CRA, Capital Projects, Gas, Airport, Discretionary Sales Tax, Building Permit, Police Forfeiture and Fleet Services Funds for the First Quarter; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

Submission Date and Time: 1/19/2022 1:05:51 PM

<u>FUND</u>	FY 2022 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2022 <u>AMENDED</u>
General	30,888,520	49,642	30,938,162
Stormwater	2,281,564	125,000	2,406,564
Housing Assistance	151,698	-	151,698
Greater Leesburg CRA	623,336	-	623,336
Carver Heights CRA	517,397	200,000	717,397
Hwy 441/27 CRA	1,413,457	-	1,413,457
Debt Service	1,750,006	-	1,750,006
Capital Projects	7,423,980	380,731	7,804,711
Electric	76,190,490	-	76,190,490
Gas	9,697,744	49,549	9,747,293
Water	14,171,459	-	14,171,459
Wastewater	32,085,126	-	32,085,126
Solid Waste	5,132,003	-	5,132,003
Airport	6,876,638	583,120	7,459,758
Police Pension	1,963,389		1,963,389
Fire Pension	1,676,985		1,676,985
General Employees Pension	3,245,409		3,245,409
Health Insurance	7,500,000		7,500,000
Workers' Compensation	672,050	-	672,050
Risk Management	876,886	-	876,886
Discretionary Sales Tax	2,298,165	240,000	2,538,165
Gas Tax	755,080	-	755,080
Police Impact Fees	10,500	-	10,500
Fire Impact Fees	250		250
Recreation Impact Fees	181,000	-	181,000
Building Permits	1,631,420	125,000	1,756,420
Police Forfeiture	5,000	36,571	41,571
Police Education Receipts	6,000	-	6,000
Fleet Services	4,330,559	67,000	4,397,559
Total	214,356,111	1,856,613	216,212,724

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2021-22 BUDGET FOR THE GENERAL, STORMWATER,
CARVER HEIGHTS CRA, CAPITAL PROJECTS, GAS, AIRPORT, DISCRETIONARY SALES TAX,
BUILDING PERMIT FEES, POLICE FORFEITURE AND FLEET SERVICES FUNDS FOR THE
FIRST QUARTER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2021-22 on September 27, 2021, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2021-22 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2021-22 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2021-22 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2021-22 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	21,092
Other Financing Sources:	
Fund Balance Appropriated	28,550
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	49,642

PROPOSED APPROPRIATIONS

General Government	28,550
Public Safety	21,092
TOTAL PROPOSED APPROPRIATIONS	49,642

STORMWATER

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	125,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	125,000

PROPOSED APPROPRIATIONS

Physical Environment	125,000
TOTAL PROPOSED APPROPRIATIONS	125,000

CARVER HEIGHTS CRA FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	200,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	200,000

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfers to Other Funds	200,000
TOTAL PROPOSED APPROPRIATIONS	200,000

CAPITAL PROJECTS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	(200,000)
Other Financing Sources:	
Transfer from Other Funds	440,000
Fund Balance Appropriated	140,731
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	380,731

PROPOSED APPROPRIATIONS

General Government	260,731
Culture/Recreation	120,000
TOTAL PROPOSED APPROPRIATIONS	380,731

GAS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Sources	49,549
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	49,549

PROPOSED APPROPRIATIONS

Physical Environment	49,549
TOTAL PROPOSED APPROPRIATIONS	49,549

AIRPORT FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	459,000
Other Financing Sources:	
Fund Balance Appropriated	124,120
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	583,120

PROPOSED APPROPRIATIONS

Transportation	583,120
TOTAL PROPOSED APPROPRIATIONS	583,120

DISCRETIONARY SALES TAX FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	240,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	240,000

PROPOSED APPROPRIATIONS

Non Expenditures:	
Transfers to Other Funds	240,000
TOTAL PROPOSED APPROPRIATIONS	240,000

BUILDING SERVICES FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	125,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	125,000

PROPOSED APPROPRIATIONS

Public Safety	125,000
TOTAL PROPOSED APPROPRIATIONS	125,000

POLICE FORFEITURE FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:	
Fund Balance Appropriated	36,571
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	36,571

PROPOSED APPROPRIATIONS

Public Safety	36,571
TOTAL PROPOSED APPROPRIATIONS	36,571

FLEET SERVICES FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Miscellaneous Revenue	20,339
Other Financing Sources:	
Fund Balance Appropriated	46,661
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	67,000

PROPOSED APPROPRIATIONS

General Government	67,000
TOTAL PROPOSED APPROPRIATIONS	67,000

ALL FUNDS

ESTIMATED REVENUES AND OTHER RECEIPTS

Miscellaneous Revenue	20,339
Other Sources	49,549
Intergovernmental Revenue	280,092
Total Estimated Revenues	349,980
Other Financing Sources:	
Fund Balance Appropriated	1,066,633
Transfer from Other Funds	440,000
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	1,856,613

PROPOSED APPROPRIATIONS

Transportation	583,120
Public Safety	182,663
General Government	356,281
Physical Environment	174,549
Culture/Recreation	120,000
Non Expenditures:	
Transfers to Other Funds	440,000
TOTAL PROPOSED APPROPRIATIONS	1,856,613

SECTION II.

This resolution shall become effective upon its passage and adoption by the Leesburg City Commission in the manner provided by law.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

1st Quarter Budget Adjustments Additional Information

Fund:	Description	Amount	Reason
General			
Fire	Decontamination Equipment Grant	5,286	City Commission approved 7/26/21, Grant was awarded to City 10/30/21
Lakefront TV	COVID 19 Production Expenses	28,550	City Commission approved 12/13/21
Police	Edward Byrne Grant (3 in car video systems)	15,806	City Commission approved 6/28/21, Grant was awarded to City 10/8/21
	Total General Fund	49,642	
Stormwater			
	Arlington Ridge Drainage Issues	125,000	City Commission approved 9/27/21
	Total Stormwater	125,000	
Carver Heights CRA			
	Berry Park Fencing (Transfer to Capital Projects Fund)	200,000	Carver Heights CRA approved 11/22/21
	Total Carver Heights CRA	200,000	
Capital Projects			
	Increase Teen Center Budget (Transfer from Disc. Sales Tax)	240,000	City Commission approved 10/11/21
	Berry Park Fencing (Transfer from Carver Heights CRA & Fund Balance)	260,731	Carver Heights CRA approved 11/22/21
	Increase Pat Thomas Stadium Budget	80,000	City Commission approved 11/22/21
	Remove County TDC Grant for Sleepy Hollow Grandstands	(200,000)	Grant was not awarded to the City
	Total Capital Projects	380,731	
Gas			
	Lake Griffin Reserve Developer Contributed project	40,678	City received funds, add project to current budget, City Commission approved 2/8/21
	Stonegate ALF Developer Contributed project	8,871	City received funds, add project to current budget, City Commission approved 4/26/21
	Total Gas	49,549	
Airport			
	Apron Main Ramp Rehab	500,000	FDOT Grant was amended
	Airport Hangar Design	24,120	City Commission approved 11/8/21
	Airport Rescue Grant	59,000	City Commission approved 12/13/21
	Total Airport	583,120	
Discretionary Sales Tax			
	Increase Teen Center Budget (Transfer to Capital Projects Fund)	240,000	City Commission approved 10/11/21
	Total Discretionary Sales Tax	240,000	
Building Permits			
	Arlington Ridge Drainage Issues	125,000	City Commission approved 9/27/21
	Total Building Permits	125,000	
Police Forfeiture			
	Police Duty gear and firearms	36,571	City Commission approved 10/25/21
	Total Police Forfeiture	36,571	
Fleet Services			
	Replace Message Boards (2)	32,000	Fleet can no longer get parts, use available auction proceeds
	Replace Police Cruiser which was totaled in accident	35,000	City received an insurance reimbursement, increase budget to replace
	Total Fleet Services	67,000	
	Total 1st Qtr Budget Adjustments	1,856,613	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: January 24, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the engagement of the Moyle Law Firm to Act as Interim City Attorney on Utility Issues; and providing an effective date.

Staff Recommendation:

Approve resolution appointing the Moyle Law Firm as the Interim City Attorney for Utility Matters.

Analysis:

Currently, the City Commission is in a recruitment process to retain a City Attorney. During this time, a few utility matters with The Villages are pending which require legal review. It is the recommendation that outside counsel not contemplating the permanent position be used to review legal matters to ensure a fair review. Mr. Jon Moyle was retained by the City in our suit with TECO/People's Gas and is a utility specialist. He is also familiar with The Villages matters and not interested in becoming the full-time City Attorney; he is a perfect candidate to provide counsel in the interim period.

Procurement Analysis:

Payment for Mr. Moyle will be made from the City Attorney apportionment. Mr. Moyle will only be required on a few matters and it is not foreseen that the expense will rise above \$10,000.

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE ENGAGEMENT OF THE MOYLE LAW
FIRM TO ACT AS INTERIM CITY ATTORNEY ON UTILITY ISSUES; AND
PROVIDING AN EFFECTIVE DATE.**

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

THAT the City Commission does hereby engage the Moyle Law Firm to act as Interim City Attorney on Utility Issues.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk



January 12, 2022

By Electronic Mail (al.minner@leesburgflorida.gov)

Al Minner
City Manager
City of Leesburg
501 West Meadow Street
Leesburg, FL 34748
Irving, TX 75029

Re: Representation of City of Leesburg; Engagement Letter Agreement

Dear City Manager Minner:

As requested, I am writing you this engagement letter as part of our firm's practice of providing clients with information concerning the scope of our legal representation.

The Moyle Law Firm is pleased to offer legal representation to the City of Leesburg ("the City"). Specifically, our firm has been asked to advise the City related to utility and land use matters, including, but not limited to contractual review, ordinance creation and review, and other utility and land use issues as may be warranted. While the firm is available to handle other matters as may be requested, the scope of such representation, if it is undertaken, must be identified and agreed to in writing by the parties.

The firm proposes to charge the City on a reasonable fee basis with the time spent on the matter being a key consideration. For your information, the firm previously charged the City an hourly rate of \$400 per hour, in part due the complex and litigious nature of the territorial dispute case handled on behalf of the City. However, given the firm's prior relationship with the City, and the non-litigious nature of the legal work at hand, I am willing to discount that hourly rate to \$325 per hour for these matters.

Our firm is mindful of the cost of legal services and understands that clients wish to avoid unnecessary expenses. Accordingly, we will seek at all times to represent you efficiently and effectively. We record billable work performed in increments of one-tenth of an hour.

The City will be responsible for all out-of-pocket costs that the firm incurs during its representation. Such costs may include travel expenses, copying, messenger services, computer research services, filing fees, and other out-of-pocket expenditures. The firm will submit its bills to you for review and prompt payment. You may direct that the bills be handled by another City employee should that be preferred.

Al Minner
City of Leesburg
January 12, 2022
Page 2 of 2

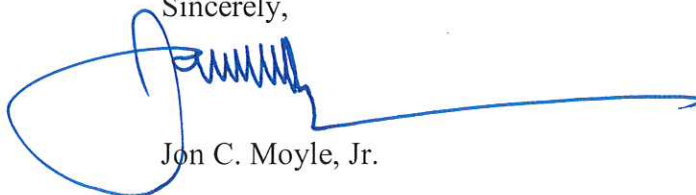
The firm will provide services of a strictly legal nature. You will provide us with the factual information and materials that we need to perform the services identified in the engagement letter, and you, as the City Manager, will make the business and technical decisions and determinations considered appropriate, subject to City Commission approval as warranted. You and the City will not rely on us for business, investment, accounting, or other non-legal advice or decisions.

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we must preserve the confidences and secrets of our clients. This professional responsibility and the legal privilege for attorney-client communications exist to encourage candid communications. The firm is better able to provide beneficial services to the City if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of your interests. You should also be aware that in instances in which we represent a governmental entity, which is the case here, our client relationship is with the governmental entity and not with you or other individuals. Thus, the firm's professional responsibilities are owed to the City of Leesburg.

Execution of this agreement constitutes the City's understanding and acceptance of the foregoing terms and conditions.

I will look forward to working with you and the City. If you have questions or need any additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon C. Moyle, Jr.", with a large, stylized loop at the beginning and a long horizontal stroke extending to the right.

Jon C. Moyle, Jr.

Accepted and agreed to as of this _____ day of January 2022, by the undersigned, who is duly authorized to execute this agreement on behalf of the City.

Signature

Print Name

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.12.

Meeting Date: January 24, 2022

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to enter into an Interlocal Agreement for Use of Lake County Regional Opioid Settlement Funds with Lake County, a political subdivision of the State of Florida; and providing an effective date.

Staff Recommendation:

Approve a Resolution establishing an intergovernmental "Drug Court" with Lake County and Lake County Municipalities to combat the negative effects of opioid and other drug use.

Analysis:

In July 2021, Attorney General Ashley Moody announced that the State of Florida won a class action lawsuit filed against the major pharmaceutical companies that manufacture opioids. Nation wide, \$26 billion was awarded to be paid over 17 years to local governments to help with treatment, prevention, education and other costs related to the opioid epidemic. As part of this settlement, the City of Leesburg is scheduled to receive \$230,000 over the next 8 years (approximately \$30,000 annually). However, this amount will not be effective in making a positive use of the settlement.

A concept was developed in Lake County to "pool" the opioid settlement funds so that a useful Lake County Drug Court could be formed. Inclusively, Lake County and its municipalities are scheduled to receive over \$7,000,000. The attached resolution approves an Interlocal Agreement with Lake County and the municipalities to form such a Drug Court, aimed at prevention and treatment of drug use.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY
CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT FOR USE OF
LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS WITH LAKE
COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; 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 Interlocal Agreement with Lake County, whose address is Post Office Box 7800, Tavares, Florida 32728, for use of Lake County Regional Opioid Settlement funds.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.

Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT FOR
USE OF
LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the eligible Municipalities who have signed onto this agreement, as evidenced by their signatures to this Agreement.

WITNESSETH:

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics (“opioids”) which resulted in opioid overdoses and addictions throughout municipalities, counties, states, and the nation; and

WHEREAS, Lake County and the municipalities therein are not immune from this nationwide crisis; and

WHEREAS, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter “Opioid Task Force,” formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in Lake County and on opioid-related programs consistent with the State MOU; and

WHEREAS, the Opioid Task Force meets periodically to study and analyze data related to the opioid epidemic and abatement programming; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Lake County and within certain municipalities within Lake County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the “defendants,” to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter “Attorney General”) anticipates that settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive settlement funds. This agreement (hereinafter referred to as the “State MOU”), as currently drafted, divides settlement funds into three portions designated as city/county (hereinafter individual settlement funds), regional, and state funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and regional settlement funds within Florida, the requirements to receive and manage regional funds, and the purposes for which regional funds may be used. The current draft of the State MOU is attached hereto as **Exhibit A**; and

WHEREAS, the Parties recognize that local control over settlement funds is in the best interest of all persons within the geographic boundaries of Lake County and ensures that settlement funds are available and used to address opioid-related

impacts within Lake County and are, therefore, committed to the County qualifying as a “Qualified County” and thereby receiving regional funds pursuant to the State MOU; and

WHEREAS, the State MOU requires that in order for Lake County to become a Qualified County eligible to receive regional funding, there must be an interlocal agreement among Lake County and its Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Lake County, with the term “Municipalities” being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, the Parties recognize that it is in the best interest of the County and the Municipalities to enter into this Interlocal Agreement to ensure Lake County is a “Qualified County” to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and incorporated into this Agreement by this statement.

2. **DEFINITIONS.**

a. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and will have the same meanings as in the State MOU.

b. “Lake County Regional Funding” means the amount of the regional funding paid to Lake County in its role as a Qualified County, plus any contribution by a municipality

3. **CONDITIONS PRECEDENT.** This Agreement will become effective in accordance with paragraph 5 below and so long as the following conditions have been satisfied:

a. Execution of this Agreement by the County and at least the minimum number of governing bodies of the Municipalities as required by the State MOU to enable Lake County to become a Qualified County and directly receive Lake County Regional Funding; and

b. Execution of all documents necessary to effectuate the State MOU in its final form; and

c. Lake County being determined by the State of Florida to qualify as a “Qualified County” to receive regional funding under the State MOU; and

d. Filing of this Agreement with the Clerk of the Circuit Court for Lake County as required by Florida Statutes, Section 163.01.

4. **EXECUTION.** This Agreement may be signed in counterparts all of which, taken together, will constitute one and the same Agreement.

5. **TERM AND TERMINATION.**

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue for one (1) year after the expenditure of all Lake County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

6. USE OF SETTLEMENT FUNDS

a. Lake County Regional Funding will be used to fund opioid abatement in accordance with the requirements of the State MOU, this Interlocal, and any guidelines set forth by the County. The selection of opioid abatement services will take into consideration recommendations by the Opioid Task Force.

b. Lake County Regional Funding may be used to enhance current programs or develop new programs. Regional funding is not intended to supplant current funding sources and general funds, and County staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this Agreement.

c. The County will provide the State with all required reporting on the use of regional funds.

7. ADMINISTRATIVE COSTS.

The County is responsible for administering the “Regional Funds” remitted pursuant to the State MOU and, shall provide all support services, including but not limited to, legal services, as well as contract management, program monitoring, and reporting required by the State MOU, and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Lake County Regional Funds, and the remaining Lake County Regional Funds will be spent as provided in the State MOU and as provided herein.

8. LOCAL GOVERNMENT CONTRIBUTIONS

Any municipality may contribute its’ individual settlement funds to the County for use in all service areas. To the extent that a municipality contributes its’ individual settlement funds to the County that Municipality must timely satisfy all reporting requirements of the State of Florida Memorandum of Understanding (MOU), and provide any other reporting required by County.

9. NON-APPROPRIATION.

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Lake County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability will be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the municipalities in writing of any subsequent non-appropriation.

10. INDEMNIFICATION.

Each Municipality and the County will be responsible for their respective employees’ acts of negligence when such employees are acting within the scope of their employment and will only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of Section 768.28, Florida Statutes, by any Party. Nothing herein shall be construed as consent by either Party to be sued by third Parties for any matter arising out of this Agreement.

11. SEVERABILITY. If any provision of this Agreement is held invalid, the invalidity will not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

12. **AMENDMENTS TO AGREEMENT.** This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the Parties.

13. **FILING OF AGREEMENT.** The County will file this Agreement with the Clerk of the Circuit court as provided in Section 163.01(11), Florida Statutes.

14. **GOVERNING LAW.** The laws of the State of Florida will govern this Agreement.

15. **NOTICES.** Any notices required or permitted by this Agreement will be in writing and will be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the Parties at the addresses specified on the Party's signature page to this Agreement.

16. **ENTIRETY, CONSTRUCTION OF AGREEMENT.**

This Agreement represents the understanding between the Parties in its entirety and no other agreements, either oral or written, exist between the Parties. The Exhibits are attached and incorporated into this Agreement by this reference. The Parties acknowledge that they fully reviewed this agreement and had the opportunity to consult with legal counsel of their choice, and that this agreement will not be construed against any Party as if they were the drafter of this Agreement. Each Party warrants that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to sign and bind that Party. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest. This Agreement contains the following exhibits which are incorporated herein:

Exhibit A	State MOU
Exhibit B	Abatement Plan

[SIGNATURE PAGES TO FOLLOW]

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY,
FLORIDA

Sean M. Parks, Chairman

ATTEST:

This ____ day of _____, _____.

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

All notices under this agreement will be sent to the County at:

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

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF ASTATULA, FLORIDA

By: _____
Mitchell Mack, Mayor

This _____ day of _____, 20____.

ATTEST:

Graham Wells, Town Clerk

Approved as to form and legality:

Heather Ramos, Town Attorney

All notices under this Agreement will be sent to:

Town of Astatula
Mitchell Mack, Mayor
25009 County Road 561
Astatula, Florida 34705

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF CLERMONT, FLORIDA

By: _____
Tim Murry, Mayor

This _____ day of _____, 20____.

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

All notices under this Agreement will be sent to:

City of Clermont
Brian Bulthuis, City Manager
685 W. Montrose Street
3rd Floor
Clermont, Florida 34711

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF EUSTIS, FLORIDA

By: _____
Michael Holland, Mayor

This _____ day of _____, 20____.

ATTEST:

Mary Montez, City Clerk

Approved as to form and legality:

Derek A. Schroth, City Attorney

All notices under this Agreement will be sent to:

City of Eustis
Tom Carrino, Interim City Manager
10 North Grove Street
Eustis, Florida 32726

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF FRUITLAND PARK, FLORIDA

By: _____
Chris Cheshire, Mayor

This _____ day of _____, 20____.

ATTEST:

Esther B. Coulson, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

All notices under this Agreement will be sent to:

City of Fruitland Park
Gary La Venia, City Manager
10 North Grove Street
Eustis, Florida 32726

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF GROVELAND, FLORIDA

By: _____
Evelyn Wilson, Mayor

This _____ day of _____, 20____.

ATTEST:

Virginia Wright, City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

All notices under this Agreement will be sent to:

City of Groveland
Michael Hein, City Manager
156 South Lake Avenue
Groveland, Florida 34736

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

By: _____
Martha MacFarlane, Mayor

This _____ day of _____, 20____.

ATTEST:

John Brock, Town Clerk

Approved as to form and legality:

Tom Wilkes or Heather Ramos
Town Attorneys

All notices under this Agreement will be sent to:

Town of Howey-In-The-Hills
Martha MacFarlane, Mayor
101 North Palm Avenue
Howey-In-The-Hills, Florida 34737

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF LADY LAKE, FLORIDA

By: _____
James Rietz, Mayor

This _____ day of _____, 20____.

ATTEST:

Nancy Slaton, Town Clerk

Approved as to form and legality:

Derek A. Schroth, Town Attorney

All notices under this Agreement will be sent to:

Town of Lady Lake
James Rietz, Mayor
409 Fennell Boulevard
Lady Lake, Florida 32159

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF LEESBURG, FLORIDA

By: _____
Mike Pederson, Mayor

This _____ day of _____, 20____.

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form and legality:

City Attorney

All notices under this Agreement will be sent to:

City of Leesburg
Mike Pederson, Mayor
501 West Meadow Street
P.O. Box 490630
Leesburg, Florida 34749-0630

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF MASCOTTE, FLORIDA

By: _____
Steven Sheffield, Mayor

This _____ day of _____, 20____.

ATTEST:

Stephanie Abrams, City Clerk

Approved as to form and legality:

Andrew Hand, City Attorney

All notices under this Agreement will be sent to:

City of Mascotte
Attn: City Manager
100 East Myers Boulevard
Mascotte, Florida 34753

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF MINNEOLA, FLORIDA

By: _____
Pat Kelley, Mayor

This _____ day of _____, 20____.

ATTEST:

Christina Stidham, City Clerk

Approved as to form and legality:

Scott Gerken, City Attorney

All notices under this Agreement will be sent to:

City of Minneola
Mark Johnson, City Manager
Post Office Drawer 678
800 North U.S. Highway 27
Minneola, Florida 34715

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

TOWN OF MONTVERDE, FLORIDA

By: _____
Joe Wynkoop, Mayor

This _____ day of _____, 20____.

ATTEST:

Sandra Johnson, Town Clerk

Approved as to form and legality:

Anita R. Geraci-Carver, Town Attorney

All notices under this Agreement will be sent to:

City of Montverde
Paul Larino, Town Manager
17404 Sixth Street
P.O. Box 560008
Montverde, Florida 34756-0008

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF MOUNT DORA, FLORIDA

By: _____
Crissy Stile, Mayor

This _____ day of _____, 20____.

ATTEST:

Jessica Burnham, City Clerk

Approved as to form and legality:

Sherry G. Sutphen, City Attorney

All notices under this Agreement will be sent to:

City of Mount Dora
Patrick C. Comiskey, City Manager
P.O. Box 176
Mount Dora, Florida 32757-0176

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF TAVARES, FLORIDA

By: _____
Amanda Boggus, Mayor

This _____ day of _____, 20____.

ATTEST:

Susie Novak, City Clerk

Approved as to form and legality:

Lindsay Holt, City Attorney

All notices under this Agreement will be sent to:

City of Tavares
John Drury, City Administrator
P.O. Box 1068
Tavares, Florida 32778-1068

INTERLOCAL AGREEMENT FOR USE OF LAKE COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have signed this agreement on the date under each signature.

CITY OF UMATILLA, FLORIDA

By: _____
Kent Adcock, Mayor

This _____ day of _____, 20____.

ATTEST:

Gwen Johns, Interim City Clerk

Approved as to form and legality:

Kevin M. Stone, City Attorney

All notices under this Agreement will be sent to:

City of Umatilla
Scott Blankenship, City Manager
P.O. Box 2286
Umatilla, Florida 32784-2286

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: January 24, 2022

From: Dan Miller, (Planning and Zoning Director), Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, amending the boundary lines of The Village Community Development District No. 14, Pursuant to Chapter 190, Florida Statutes; and providing an effective date. (VILLAGES CDD 14)

Staff Recommendation:

Staff recommends approval of the request by The Villages Land Company, LLC, to modify Community Development District No.14.

Analysis:

This is a request by the Villages Land Company, LLC, to modify the boundaries of Community Development District Number 14, created by Ordinance 21-30. The CDD currently consists of 2499.6 plus or minus acres generally located along County Road 470, and the Florida Turnpike, as shown on the attached maps.

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

This request will amend the boundaries to remove 114.4 acres from the current area of CDD 14, for a new total of 2385.2 plus or minus acres.

Procurement Analysis:

N/A

Options:

1. Approve the proposed ordinance to modify the boundaries of Village Community Development District No. 14; or

2. Such other action as the Commission may deem appropriate.

Fiscal Impact:

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

Submission Date and Time:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE
BOUNDARY LINES OF THE VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14, PURSUANT TO CHAPTER 190, FLORIDA STATUTES;
AND PROVIDING AN EFFECTIVE DATE. (VILLAGES CDD 14)**

WHEREAS, on July 26, 2021, the City Commission adopted Ordinance No. 21-30 establishing the Village Community Development District No. 14, pursuant to Chapter 190, Florida Statutes, providing for authority and power of the District, providing for the Board of Supervisors of the District, providing for the District Budget, Providing for Functions of the District, providing for miscellaneous provisions, and providing for an effective date; and

WHEREAS, The Village Community Development District No. 14 (the “Petitioner”) has petitioned the City Commission for the City of Leesburg, Florida (the “City”) to adopt an ordinance amending the District Boundary Lines, pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the City has considered and finds that the proposed amended boundary lines are not inconsistent with any element or portion of the applicable Comprehensive Plan; and

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

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

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

WHEREAS, the duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance amending the District boundary lines.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Leesburg, Florida, as follows:

SECTION 1. AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, (2021), as amended.

SECTION 2. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are amended and described in Exhibit 1 attached hereto contains the overall area containing approximately 2,385.2 acres.

SECTION 3. SEVERABILITY. If any provision of this Ordinance, or application therefore, is finally determined by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such

provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-07

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF LEESBURG, FLORIDA REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING FOR NAN EFFECTIVE DATE.

WHEREAS, Village Community Development District No. 14 (the "District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by the City of Leesburg, Florida ("County") by passage of Ordinance No. 21-30; and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roads, drainage collection and water management systems, bridges, water supply and distribution systems, wastewater and reuse systems;

WHEREAS, the District presently consists of 2499.60 acres, more or less, as more fully described in the Ordinance;

WHEREAS, The Villages Land Company, LLC, ("Developer"), and its affiliates are presently developing real property within and adjacent to the District; and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries to comprise the area described in the attached **Exhibit 3**, in an effort to facilitate development of the overall lands as a functionally interrelated community and to promote compact and economical development of lands; and

WHEREAS, the proposed amendment to the District's boundaries would result 2,385.20 acres, a deletion of 114.40 acres, more or less, the amendment size restrictions contained within §190.046(1), *Florida Statutes*; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District is amendable to separate special district government; and

WHEREAS, in order to seek boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District Staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board; and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, the holding of a local hearing in accordance with §190.046(1), *Florida Statutes*, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 13, THAT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairman of the Board of Supervisors and District Staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County to seek the amendment of the District's boundaries to comprise the lands described in **Exhibit 3**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 13th day of January, 2022.

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO 14**



Kenneth C. Blocker, Secretary

By: 

Dale Borrowman, Chairman

**PETITION TO AMEND THE BOUNDARY LINE OF
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

Petitioner, Village Community Development District No. 14, a Florida Community Development District, petitions the City of Leesburg (hereinafter referred to as "City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to amend the boundary line of Village Community Development District No. 14 (the "District") and states as follows:

1. Petitioner is a Florida Community Development District with its principal place of business at 984 Old Mill Run, The Villages, Florida 32162.

2. The District presently comprises 2,499.6 acres. A map showing the location of the amended boundary lines of the District and legal description is attached as **Exhibit 1**. All of the land in the existing District and in the amended boundary is within the City of Leesburg, Florida.

3. A metes and bounds legal description and sketch of the existing boundary of the District is attached as **Exhibit 2**.

4. A metes and bounds legal description and sketch of the boundaries of the areas to be added to the District is the same legal description as **Exhibit 1**.

5. A metes and bounds legal description and sketch of the external boundaries of the areas to be deleted from the District is attached as **Exhibit 3**.

6. Attached as **Exhibit 4** is documentation constituting written consent to amendment of the District Boundary by the owners of the real property to be included in the District.

7. The five (5) persons designated to serve as the Board of Supervisors of the District are named in **Exhibit 5** attached hereto.

8. The name of the District remains Village Community Development District No. 14.

9. A metes and bounds legal description and sketch of the entirety of the District with the new boundary is the same legal description as **Exhibit 1**.

10. The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached as **Exhibit 6**.

11. The major trunk water mains, sewer interceptors, and outfalls currently in existence on the property to be serviced by the District are identified on **Exhibit 7** attached hereto.

12. All of the property to be included in the amended District, as shown in **Exhibit 8** will be designated Age Restricted Development (ARD) pursuant to the approved development plan of the Villages of West Lake.

9. 13. The Statement of Estimated Regulatory Costs of the District is attached as **Exhibit**

WHEREFORE, Petitioner respectfully requests the City of Leesburg to:

A. Schedule a public hearing on January 25, 2022 to consider this Petition filed pursuant to the uniform procedures set forth in Section 190.005(2), Florida Statutes.

B. Grant the Petition and adopt an ordinance to amend the boundary line of the District.

RESPECTFULLY SUBMITTED this 13th day of January, 2022.

**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 14**

By: C. Dale Borrowman
Dale Borrowman, Chairman

EXHIBIT 1

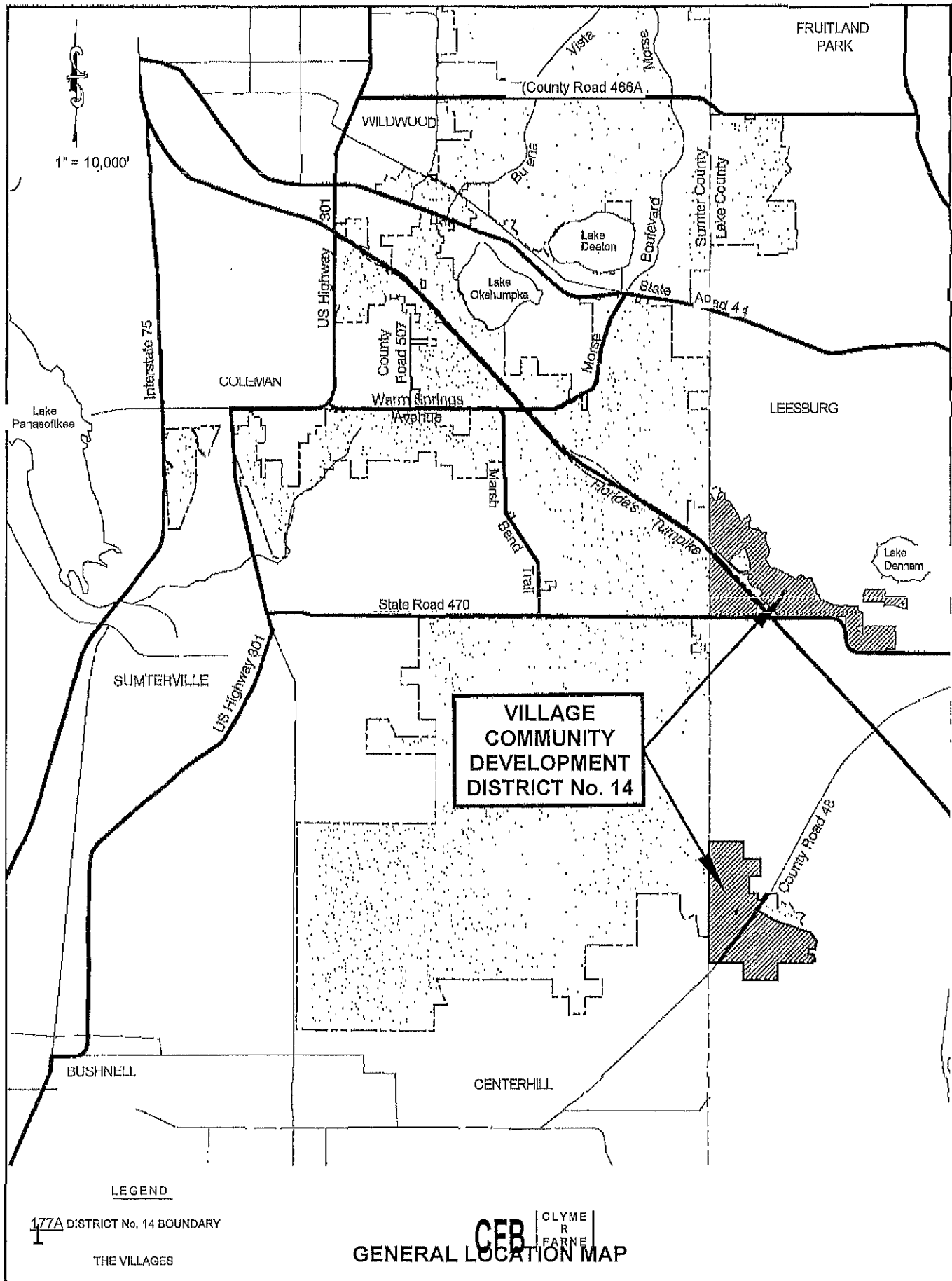


EXHIBIT "A"

DESCRIPTION OF THE AMENDED
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14
APPROXIMATELY 2,385.2 ACRES

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7;
THENCE ALONG THE WEST LINE THEREOF RUN N00°36'58"E, 2,377.49 FEET TO THE
WESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST
LINE AND ALONG SAID WESTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 4,618.14 FEET TO
THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719,
PAGE 874, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING FIVE (5)
COURSES BEING ALONG THE BOUNDARY LINE OF SAID LANDS: DEPARTING SAID
WESTERLY RIGHT OF WAY LINE RUN S47°33'41"W, 100.00 FEET; THENCE S40°22'13"E, 738.95
FEET; THENCE S00°35'33"W, 850.09 FEET; THENCE N89°24'47"W, 850.00 FEET; THENCE
S00°35'13"W, 130.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO.
470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY
LINE: RUN N89°24'47"W, 65.18 FEET; THENCE N89°23'45"W, 2,649.62 FEET TO THE WEST LINE
OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE DEPARTING SAID NORTHERLY
RIGHT OF WAY LINE AND ALONG SAID WEST LINE RUN N00°36'58"E, 2,604.18 FEET TO THE
POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST,
ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1646.12
FEET TO A POINT OF CURVATURE OF A 533.18 FOOT RADIUS NON-TANGENT CURVE
CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 31°46'39" WEST;
THENCE DEPARTING SAID WEST LINE, RUN SOUTHEASTERLY ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 06°10'34" AN ARC DISTANCE OF 57.47 FEET; THENCE
ALONG A NON-TANGENT LINE RUN SOUTH 52°02'45" EAST, A DISTANCE OF 47.57 FEET TO A
POINT OF CURVATURE OF A 471.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
33°47'25" AN ARC DISTANCE OF 278.07 FEET TO A POINT OF REVERSE CURVE OF A 478.50
FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'06" AN ARC DISTANCE OF 339.36
FEET TO A POINT OF REVERSE CURVE OF A 521.50 FOOT RADIUS CURVE CONCAVE TO THE
SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 14°29'45" AN ARC DISTANCE OF 131.94 FEET; THENCE ALONG A RADIAL LINE RUN
NORTH 45°36'19" EAST, A DISTANCE OF 38.00 FEET; THENCE RUN NORTH 14°28'59" EAST, A
DISTANCE OF 685.20 FEET; THENCE RUN SOUTH 80°46'10" EAST, A DISTANCE OF 345.42 FEET;
THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE OF 85.20 FEET; THENCE RUN SOUTH
39°42'02" EAST, A DISTANCE OF 45.75 FEET; THENCE RUN SOUTH

14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH 12°29'53" EAST, A DISTANCE OF 471.98 FEET;

THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET; THENCE RUN SOUTH 43°10'08" EAST, A

DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 476.88 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS RUN NORTH 89°54'06" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN

SOUTH 45°14'29" WEST, A DISTANCE OF 109.76 FEET; THENCE RUN SOUTH 67°29'16" WEST, A DISTANCE OF 420.28 FEET; THENCE RUN SOUTH 18°01'51" EAST, A DISTANCE OF 91.81 FEET TO A POINT OF CURVATURE OF A 628.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 71°57'09" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°07'29" AN ARC DISTANCE OF 637.59 FEET; THENCE ALONG A NON-TANGENT LINE RUN NORTH 00°48'18" EAST, A DISTANCE OF 618.09 FEET TO THE BOUNDARY OF AFORESAID LANDS; THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2,556.25 FEET; THENCE RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25 FEET; 2) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 3) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 4) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 5) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 6) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 7) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 8) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 9) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 381.39 FEET; THENCE DEPARTING SAID LANDS, RUN NORTH 89°10'27" WEST, A DISTANCE OF 715.86 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS SOUTH 83°15'04" WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°48'27" AN ARC DISTANCE OF 118.75 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 01°03'30" WEST, A DISTANCE OF 117.27 FEET TO A POINT OF CURVATURE OF A 25.01 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS SOUTH 88°56'53" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'43" AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 1990.13 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID

COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, A DISTANCE OF 513.90 FEET; THENCE RUN NORTH 46°33'10" EAST, A DISTANCE OF 352.15 FEET TO A POINT OF CURVATURE OF A 871.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 54°04'41" EAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'31" AN ARC DISTANCE OF 174.54 FEET TO A POINT OF REVERSE CURVE OF A 428.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°19'26" AN ARC DISTANCE OF 368.88 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 73°46'14" WEST, A DISTANCE OF 258.83 FEET TO A POINT OF CURVATURE OF A 721.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°34'30" AN ARC DISTANCE OF 1,115.38 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 14°48'16" EAST, A DISTANCE OF 163.86 FEET; THENCE RUN NORTH 75°11'44" WEST, A DISTANCE OF 148.33 FEET; THENCE RUN SOUTH 85°11'48" WEST, A DISTANCE OF 56.53 FEET; THENCE RUN SOUTH 72°49'12" WEST, A DISTANCE OF 176.80 FEET; THENCE RUN SOUTH 79°03'31" WEST, A DISTANCE OF 67.39 FEET; THENCE RUN SOUTH 85°07'14" WEST, A DISTANCE OF 71.61 FEET; THENCE RUN NORTH 05°27'18" WEST, A DISTANCE OF 99.24 FEET TO A POINT OF CURVATURE OF A 567.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 02°01'13" WEST; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°43'58" AN ARC DISTANCE OF 472.78 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 853.08 FEET TO A POINT OF CURVATURE OF A 117.50 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°17'10" AN ARC DISTANCE OF 45.70 FEET TO A POINT OF REVERSE CURVE OF A 82.50 FEET FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°53'49" AN ARC DISTANCE OF 30.09 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 42°53'54" WEST, A DISTANCE OF 82.19 FEET; THENCE RUN NORTH 45°12'18" WEST, A DISTANCE OF 47.48 FEET; THENCE RUN NORTH 42°26'19" WEST, A DISTANCE OF 1,805.23 FEET; THENCE RUN NORTH 48°18'05" WEST, A DISTANCE OF 195.80 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2166.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN SOUTH 00°45'14" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2487.91 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA'S TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 42°26'19" EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2028.71 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 47°33'41" EAST, A DISTANCE OF 357.40 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 41°59'57" WEST, A DISTANCE OF 69.05 FEET; THENCE RUN NORTH 32°40'56" WEST, A DISTANCE OF 90.82 FEET; THENCE RUN NORTH 41°14'47" EAST, A DISTANCE OF 435.16 FEET; THENCE RUN NORTH 07°17'19" EAST, A DISTANCE OF 101.77 FEET; THENCE RUN NORTH 81°26'26" EAST, A DISTANCE OF 107.25 FEET; THENCE RUN NORTH 72°03'02" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 63°47'21" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 55°31'41" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 47°16'36" EAST, A DISTANCE OF 84.28 FEET; THENCE RUN NORTH 42°43'33" EAST, A DISTANCE OF 442.43 FEET; THENCE RUN NORTH 49°53'15" EAST, A DISTANCE OF 61.10 FEET; THENCE RUN NORTH 63°53'58" EAST, A DISTANCE OF 114.22 FEET TO A POINT OF CURVATURE A 2,521.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 60°49'50" EAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°34'52" AN ARC DISTANCE OF 201.60 FEET TO A POINT OF REVERSE CURVE OF A 828.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'07" AN ARC DISTANCE OF 243.44 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 16°54'55" EAST, A DISTANCE OF 652.31 FEET TO A POINT OF CURVATURE OF A 1,478.50 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°39'01" AN ARC DISTANCE OF 816.72 FEET; THENCE ALONG A NON-TANGENT LINE, RUN NORTH 75°11'44" WEST, A DISTANCE OF 155.52 FEET; THENCE RUN NORTH 85°20'04" WEST, A DISTANCE OF 72.45 FEET; THENCE RUN SOUTH 84°21'24" WEST, A DISTANCE OF 77.28 FEET; THENCE RUN SOUTH 72°54'41" WEST, A DISTANCE OF 191.58 FEET; THENCE RUN SOUTH 79°10'25" WEST, A DISTANCE OF 61.63 FEET; THENCE RUN SOUTH 86°58'11" WEST, A DISTANCE OF 20.04 FEET; THENCE RUN NORTH 89°49'01" WEST, A DISTANCE OF 64.29 FEET; THENCE RUN NORTH 81°41'10" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 73°57'37" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 66°14'05" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 58°30'33" WEST, A DISTANCE OF 59.62 FEET; THENCE RUN NORTH 51°12'19" WEST, A DISTANCE OF 59.88 FEET; THENCE RUN NORTH 44°17'15" WEST, A DISTANCE OF 810.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE

OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1246.22 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°14'36" EAST, A DISTANCE OF 1600.64 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 81°20'38" EAST, A DISTANCE OF 106.31 FEET; THENCE RUN SOUTH 08°40'10" EAST, A DISTANCE OF 119.48 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°12'49" WEST, 25.17 FEET TO WHICH A RADIAL LINE BEARS NORTH 20°12'23" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°09'37", AN ARC DISTANCE OF 25.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°13'50", AN ARC DISTANCE OF 19.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 217.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'15", AN ARC DISTANCE OF 47.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°55'59", AN ARC DISTANCE OF 30.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 08°39'26" WEST, A DISTANCE OF 106.20 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO

THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

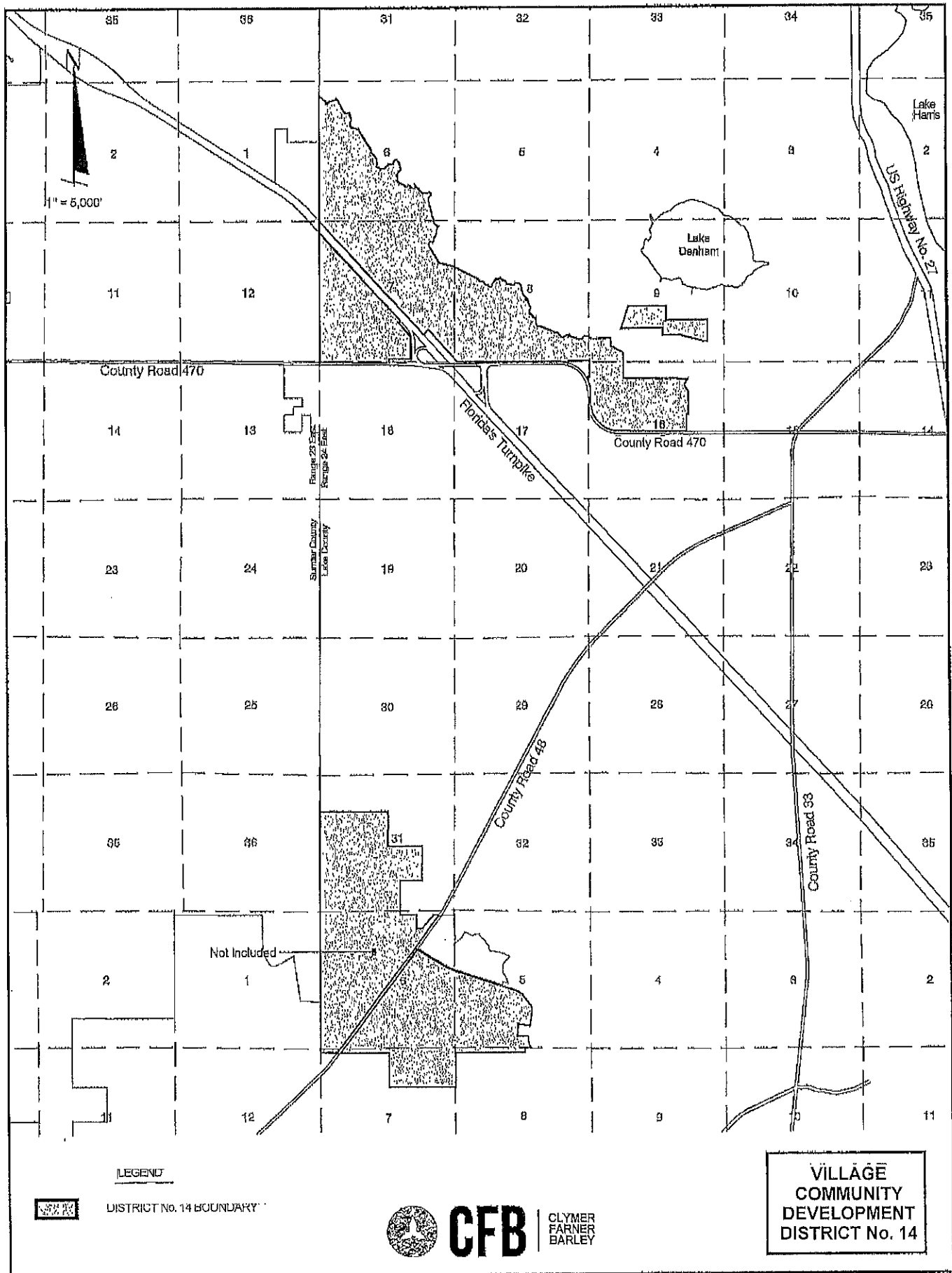
A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF

THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

EXHIBIT 2



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT"2"

DESCRIPTION OF THE EXISTING
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14
APPROXIMATELY 2,499.6 ACRES

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7;
THENCE ALONG THE WEST LINE THEREOF RUN N00°36'58"E, 2,377.49 FEET TO THE
WESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST
LINE AND ALONG SAID WESTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 4,618.14 FEET TO
THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719,
PAGE 874, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING FIVE (5)
COURSES BEING ALONG THE BOUNDARY LINE OF SAID LANDS: DEPARTING SAID
WESTERLY RIGHT OF WAY LINE RUN S47°33'41"W, 100.00 FEET; THENCE S40°22'13"E, 738.95
FEET; THENCE S00°35'33"W, 850.09 FEET; THENCE N89°24'47"W, 850.00 FEET; THENCE
S00°35'13"W, 130.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO.
470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY
LINE: RUN N89°24'47"W, 65.18 FEET; THENCE N89°23'45"W, 2,649.62 FEET TO THE WEST LINE
OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE DEPARTING SAID NORTHERLY
RIGHT OF WAY LINE AND ALONG SAID WEST LINE RUN N100°36'58"E, 2,604.18 FEET TO THE
POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST,
ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48
FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF
19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN
SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A
DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET;
THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH
03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A
DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET;
THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH
88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A
DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET;
THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH
60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A
DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET;
THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH
80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE
OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A

DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH

12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET;

THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEEBSBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25

FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON

THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE

WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

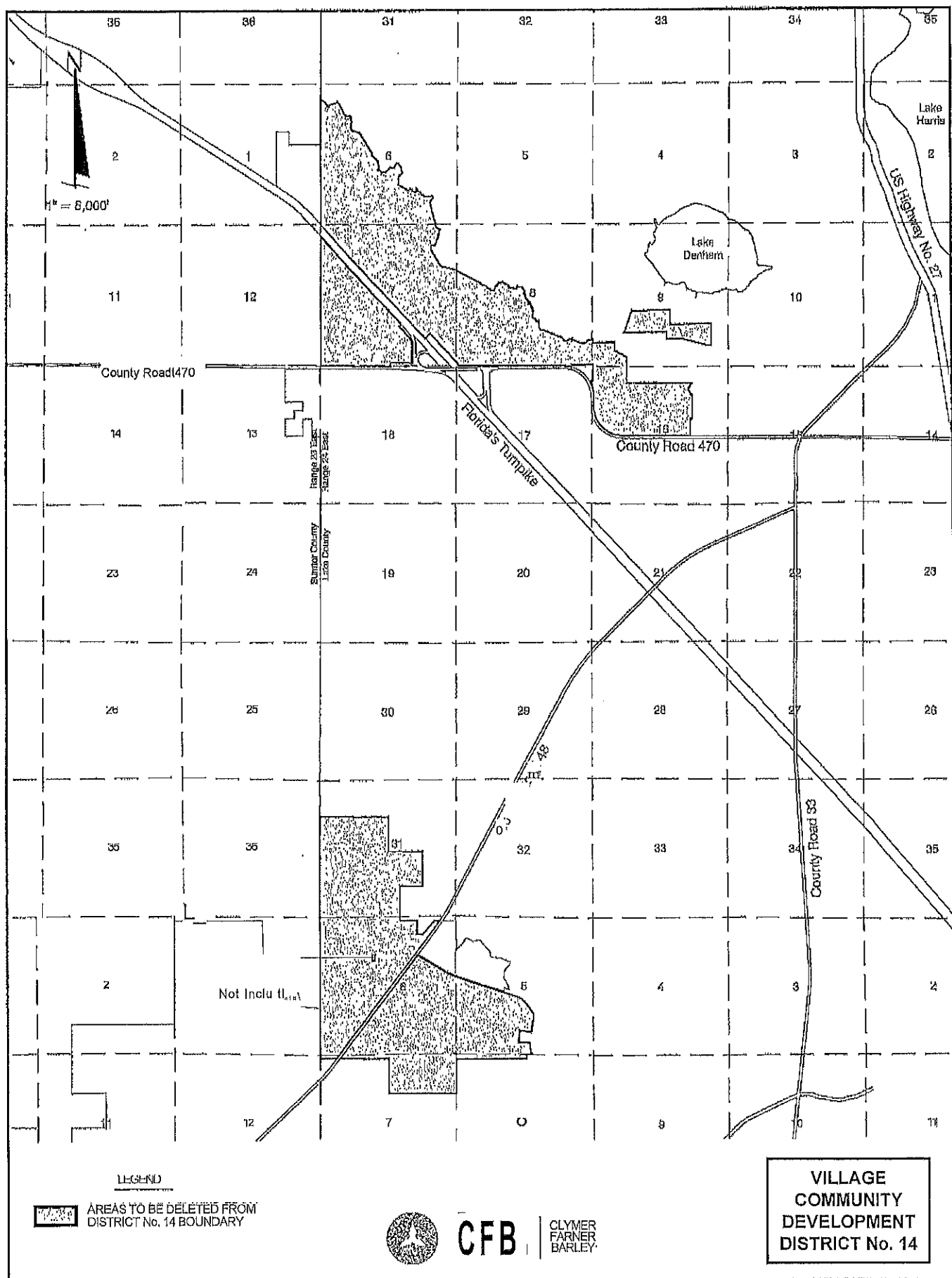
A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE

BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

EXHIBIT 3



NET AREAS TO BE DELETED FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT "3"

DESCRIPTION OF THE NET AREAS TO BE DELETED
TO THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14
APPROXIMATELY 2,499.6 ACRES

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 7;
THENCE ALONG THE WEST LINE THEREOF RUN N00°36'58"E, 2,377.49 FEET TO THE
WESTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE DEPARTING SAID WEST
LINE AND ALONG SAID WESTERLY RIGHT OF WAY LINE RUN S42°26'19"E, 4,618.14 FEET TO
THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1719,
PAGE 874, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING FIVE (5)
COURSES BEING ALONG THE BOUNDARY LINE OF SAID LANDS: DEPARTING SAID
WESTERLY RIGHT OF WAY LINE RUN S47°33'41"W, 100.00 FEET; THENCE S40°22'13"E, 738.95
FEET; THENCE S00°35'33"W, 850.09 FEET; THENCE N89°24'47"W, 850.00 FEET; THENCE
S00°35'13"W, 130.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO.
470; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY
LINE: RUN N89°24'47"W, 65.18 FEET; THENCE N89°23'45"W, 2,649.62 FEET TO THE WEST LINE
OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 7; THENCE DEPARTING SAID NORTHERLY
RIGHT OF WAY LINE AND ALONG SAID WEST LINE RUN N00°36'58"E, 2,604.18 FEET TO THE
POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 6, 7, 8, 9, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°39'41" EAST,
ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2360.48
FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 30°29'04" EAST, A DISTANCE OF
19.79 FEET; THENCE RUN SOUTH 20°37'14" EAST, A DISTANCE OF 84.19 FEET; THENCE RUN
SOUTH 76°53'11" EAST, A DISTANCE OF 47.78 FEET; THENCE RUN SOUTH 36°10'15" EAST, A
DISTANCE OF 68.70 FEET; THENCE RUN SOUTH 53°58'30" EAST, A DISTANCE OF 83.28 FEET;
THENCE RUN SOUTH 44°52'44" EAST, A DISTANCE OF 70.96 FEET; THENCE RUN SOUTH
03°00'03" WEST, A DISTANCE OF 85.15 FEET; THENCE RUN SOUTH 64°52'10" EAST, A
DISTANCE OF 45.25 FEET; THENCE RUN SOUTH 88°04'24" EAST, A DISTANCE OF 34.38 FEET;
THENCE RUN NORTH 09°21'14" EAST, A DISTANCE OF 78.78 FEET; THENCE RUN SOUTH
88°37'45" EAST, A DISTANCE OF 36.40 FEET; THENCE RUN NORTH 61°16'45" EAST, A
DISTANCE OF 78.67 FEET; THENCE RUN NORTH 79°11'16" EAST, A DISTANCE OF 87.21 FEET;
THENCE RUN NORTH 82°04'48" EAST, A DISTANCE OF 69.61 FEET; THENCE RUN NORTH
60°17'41" EAST, A DISTANCE OF 102.77 FEET; THENCE RUN SOUTH 46°03'35" EAST, A
DISTANCE OF 89.04 FEET; THENCE RUN SOUTH 25°57'33" EAST, A DISTANCE OF 431.46 FEET;
THENCE RUN SOUTH 46°18'25" EAST, A DISTANCE OF 100.01 FEET; THENCE RUN SOUTH
80°46'10" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN SOUTH 82°49'12" EAST, A DISTANCE
OF 85.20 FEET; THENCE RUN SOUTH 39°42'02" EAST, A

DISTANCE OF 45.75 FEET; THENCE RUN SOUTH 14°23'50" WEST, A DISTANCE OF 70.58 FEET; THENCE RUN SOUTH 29°58'34" EAST, A DISTANCE OF 76.07 FEET; THENCE RUN SOUTH 23°08'46" EAST, A DISTANCE OF 39.04 FEET; THENCE RUN SOUTH 11°00'19" WEST, A DISTANCE OF 95.71 FEET; THENCE RUN SOUTH 09°22'14" WEST, A DISTANCE OF 123.51 FEET; THENCE RUN SOUTH 09°41'56" EAST, A DISTANCE OF 80.26 FEET; THENCE RUN SOUTH 43°34'44" EAST, A DISTANCE OF 98.73 FEET; THENCE RUN NORTH 76°35'25" EAST, A DISTANCE OF 50.82 FEET; THENCE RUN SOUTH 62°33'16" EAST, A DISTANCE OF 86.58 FEET; THENCE RUN SOUTH 64°36'42" EAST, A DISTANCE OF 71.30 FEET; THENCE RUN NORTH 76°42'30" EAST, A DISTANCE OF 44.48 FEET; THENCE RUN SOUTH 32°12'12" EAST, A DISTANCE OF 957.86 FEET; THENCE RUN SOUTH 07°10'01" WEST, A DISTANCE OF 91.08 FEET; THENCE RUN SOUTH 61°21'16" EAST, A DISTANCE OF 47.28 FEET; THENCE RUN SOUTH 40°28'15" EAST, A DISTANCE OF 120.86 FEET; THENCE RUN SOUTH 44°33'11" EAST, A DISTANCE OF 69.24 FEET; THENCE RUN SOUTH 37°26'37" EAST, A DISTANCE OF 89.41 FEET; THENCE RUN SOUTH 07°06'18" EAST, A DISTANCE OF 113.64 FEET; THENCE RUN SOUTH 09°52'34" EAST, A DISTANCE OF 113.85 FEET; THENCE RUN SOUTH 35°28'16" WEST, A DISTANCE OF 89.69 FEET; THENCE RUN SOUTH 64°22'33" EAST, A DISTANCE OF 118.81 FEET; THENCE RUN SOUTH 52°22'56" EAST, A DISTANCE OF 90.58 FEET; THENCE RUN NORTH 79°20'02" EAST, A DISTANCE OF 136.10 FEET; THENCE RUN NORTH 52°22'55" EAST, A DISTANCE OF 86.83 FEET; THENCE RUN NORTH 36°24'30" EAST, A DISTANCE OF 105.87 FEET; THENCE RUN NORTH 48°55'55" EAST, A DISTANCE OF 45.49 FEET; THENCE RUN SOUTH 89°56'18" EAST, A DISTANCE OF 151.08 FEET; THENCE RUN NORTH 24°38'40" EAST, A DISTANCE OF 110.35 FEET; THENCE RUN NORTH 46°09'26" EAST, A DISTANCE OF 81.02 FEET; THENCE RUN SOUTH 86°18'52" EAST, A DISTANCE OF 62.24 FEET; THENCE RUN SOUTH 27°38'50" EAST, A DISTANCE OF 68.64 FEET; THENCE RUN SOUTH 41°23'00" EAST, A DISTANCE OF 95.74 FEET; THENCE RUN SOUTH 09°19'22" EAST, A DISTANCE OF 161.00 FEET; THENCE RUN SOUTH 22°58'56" EAST, A DISTANCE OF 78.10 FEET; THENCE RUN SOUTH 41°13'52" WEST, A DISTANCE OF 71.83 FEET; THENCE RUN SOUTH 67°32'49" WEST, A DISTANCE OF 60.90 FEET; THENCE RUN SOUTH 22°37'04" WEST, A DISTANCE OF 125.78 FEET; THENCE RUN SOUTH 05°54'07" WEST, A DISTANCE OF 58.17 FEET; THENCE RUN SOUTH 09°17'29" EAST, A DISTANCE OF 113.07 FEET; THENCE RUN SOUTH 17°42'35" WEST, A DISTANCE OF 84.59 FEET; THENCE RUN SOUTH 54°18'47" EAST, A DISTANCE OF 86.37 FEET; THENCE RUN SOUTH 59°31'01" EAST, A DISTANCE OF 114.87 FEET; THENCE RUN SOUTH 62°38'05" EAST, A DISTANCE OF 134.39 FEET; THENCE RUN SOUTH 39°09'25" EAST, A DISTANCE OF 51.70 FEET; THENCE RUN SOUTH 80°59'23" EAST, A DISTANCE OF 80.02 FEET; THENCE RUN NORTH 35°54'34" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 74°27'55" EAST, A DISTANCE OF 81.89 FEET; THENCE RUN SOUTH 04°00'12" EAST, A DISTANCE OF 73.97 FEET; THENCE RUN SOUTH 80°14'56" EAST, A DISTANCE OF 67.06 FEET; THENCE RUN SOUTH 62°54'57" EAST, A DISTANCE OF 47.02 FEET; THENCE RUN SOUTH 80°58'05" EAST, A DISTANCE OF 47.16 FEET; THENCE RUN NORTH 50°24'47" EAST, A DISTANCE OF 52.77 FEET; THENCE RUN NORTH 16°30'08" WEST, A DISTANCE OF 34.10 FEET; THENCE RUN NORTH 00°36'32" WEST, A DISTANCE OF 52.85 FEET; THENCE RUN SOUTH 40°59'45" EAST, A DISTANCE OF 106.23 FEET; THENCE RUN SOUTH 55°44'00" EAST, A DISTANCE OF 86.62 FEET; THENCE RUN SOUTH 33°10'27" EAST, A DISTANCE OF 83.20 FEET; THENCE RUN SOUTH 55°17'24" EAST, A DISTANCE OF 68.84 FEET; THENCE RUN SOUTH 46°21'25" EAST, A DISTANCE OF 101.01 FEET; THENCE RUN NORTH 74°50'26" EAST, A DISTANCE OF 86.17 FEET; THENCE RUN SOUTH 82°04'41" EAST, A DISTANCE OF 120.38 FEET; THENCE RUN NORTH 58°22'49" EAST, A DISTANCE OF 68.80 FEET; THENCE RUN SOUTH 60°56'38" EAST, A DISTANCE OF 75.22 FEET; THENCE RUN SOUTH 03°14'40" WEST, A DISTANCE OF 76.66 FEET; THENCE RUN SOUTH 50°59'10" WEST, A DISTANCE OF 90.51 FEET; THENCE RUN SOUTH 36°37'10" WEST, A DISTANCE OF 76.43 FEET; THENCE RUN SOUTH

12°29'53" EAST, A DISTANCE OF 471.98 FEET; THENCE RUN SOUTH 24°47'34" EAST, A DISTANCE OF 104.62 FEET; THENCE RUN SOUTH 12°21'53" WEST, A DISTANCE OF 65.63 FEET; THENCE RUN SOUTH 18°03'40" EAST, A DISTANCE OF 67.17 FEET; THENCE RUN SOUTH 25°58'11" EAST, A DISTANCE OF 64.57 FEET; THENCE RUN SOUTH 27°55'06" EAST, A DISTANCE OF 100.44 FEET; THENCE RUN SOUTH 35°22'32" WEST, A DISTANCE OF 59.70 FEET; THENCE RUN SOUTH 13°35'06" EAST, A DISTANCE OF 68.53 FEET; THENCE RUN SOUTH 51°53'59" EAST, A DISTANCE OF 156.93 FEET; THENCE RUN SOUTH 66°50'45" EAST, A DISTANCE OF 64.60 FEET; THENCE RUN SOUTH 48°38'48" WEST, A DISTANCE OF 54.10 FEET; THENCE RUN SOUTH 08°34'50" WEST, A DISTANCE OF 80.78 FEET; THENCE RUN SOUTH 08°53'51" WEST, A DISTANCE OF 102.76 FEET; THENCE RUN SOUTH 13°03'25" WEST, A DISTANCE OF 64.08 FEET; THENCE RUN SOUTH 27°21'03" WEST, A DISTANCE OF 92.67 FEET; THENCE RUN SOUTH 58°32'05" WEST, A DISTANCE OF 39.73 FEET; THENCE RUN SOUTH 05°28'43" WEST, A DISTANCE OF 111.73 FEET; THENCE RUN SOUTH 12°31'44" WEST, A DISTANCE OF 83.93 FEET; THENCE RUN SOUTH 55°17'54" WEST, A DISTANCE OF 62.16 FEET; THENCE RUN NORTH 84°37'02" WEST, A DISTANCE OF 51.91 FEET; THENCE RUN NORTH 88°34'03" WEST, A DISTANCE OF 32.60 FEET; THENCE RUN SOUTH 42°06'52" WEST, A DISTANCE OF 58.01 FEET; THENCE RUN SOUTH 12°33'12" WEST, A DISTANCE OF 37.53 FEET; THENCE RUN SOUTH 20°36'57" WEST, A DISTANCE OF 33.88 FEET; THENCE RUN SOUTH 20°04'52" EAST, A DISTANCE OF 53.52 FEET; THENCE RUN SOUTH 24°42'25" EAST, A DISTANCE OF 74.30 FEET; THENCE RUN SOUTH 30°43'24" EAST, A DISTANCE OF 665.00 FEET; THENCE RUN SOUTH 76°34'14" EAST, A DISTANCE OF 477.21 FEET; THENCE RUN SOUTH 71°58'41" EAST, A DISTANCE OF 165.94 FEET; THENCE RUN SOUTH 54°48'46" EAST, A DISTANCE OF 79.68 FEET; THENCE RUN SOUTH 62°41'15" EAST, A DISTANCE OF 108.65 FEET; THENCE RUN SOUTH 62°55'30" EAST, A DISTANCE OF 667.14 FEET; THENCE RUN SOUTH 60°27'48" EAST, A DISTANCE OF 87.14 FEET; THENCE RUN SOUTH 64°03'50" EAST, A DISTANCE OF 106.68 FEET; THENCE RUN SOUTH 43°54'25" EAST, A DISTANCE OF 79.20 FEET; THENCE RUN SOUTH 72°01'07" EAST, A DISTANCE OF 124.60 FEET; THENCE RUN SOUTH 60°09'14" EAST, A DISTANCE OF 62.29 FEET; THENCE RUN SOUTH 31°27'02" EAST, A DISTANCE OF 86.64 FEET; THENCE RUN SOUTH 63°57'31" EAST, A DISTANCE OF 63.36 FEET; THENCE RUN NORTH 89°40'02" EAST, A DISTANCE OF 61.47 FEET; THENCE RUN SOUTH 25°03'35" EAST, A DISTANCE OF 41.98 FEET; THENCE RUN SOUTH 58°26'41" EAST, A DISTANCE OF 77.10 FEET; THENCE RUN NORTH 64°51'43" EAST, A DISTANCE OF 59.71 FEET; THENCE RUN NORTH 22°27'00" EAST, A DISTANCE OF 133.33 FEET; THENCE RUN NORTH 52°49'57" EAST, A DISTANCE OF 66.67 FEET; THENCE RUN NORTH 35°29'20" EAST, A DISTANCE OF 82.69 FEET; THENCE RUN NORTH 27°10'34" EAST, A DISTANCE OF 56.95 FEET; THENCE RUN SOUTH 79°02'53" EAST, A DISTANCE OF 94.44 FEET; THENCE RUN NORTH 62°59'52" EAST, A DISTANCE OF 87.39 FEET; THENCE RUN SOUTH 55°10'19" EAST, A DISTANCE OF 51.33 FEET; THENCE RUN SOUTH 56°42'06" EAST, A DISTANCE OF 76.72 FEET; THENCE RUN SOUTH 69°38'47" EAST, A DISTANCE OF 98.62 FEET; THENCE RUN SOUTH 33°07'22" EAST, A DISTANCE OF 66.32 FEET; THENCE RUN SOUTH 12°34'18" EAST, A DISTANCE OF 67.51 FEET; THENCE RUN SOUTH 73°43'09" EAST, A DISTANCE OF 32.57 FEET; THENCE RUN NORTH 88°46'08" EAST, A DISTANCE OF 89.59 FEET; THENCE RUN SOUTH 72°00'24" EAST, A DISTANCE OF 88.54 FEET; THENCE RUN NORTH 82°00'35" EAST, A DISTANCE OF 82.23 FEET; THENCE RUN NORTH 28°08'41" EAST, A DISTANCE OF 77.60 FEET; THENCE RUN SOUTH 79°52'28" EAST, A DISTANCE OF 72.13 FEET; THENCE RUN SOUTH 84°08'18" EAST, A DISTANCE OF 76.52 FEET; THENCE RUN SOUTH 50°04'27" EAST, A DISTANCE OF 116.72 FEET; THENCE RUN SOUTH 18°05'38" EAST, A DISTANCE OF 86.72 FEET; THENCE RUN SOUTH 11°26'26" WEST, A DISTANCE OF 91.89 FEET; THENCE RUN SOUTH 29°04'26" EAST, A DISTANCE OF 89.79 FEET; THENCE RUN SOUTH 09°58'55" EAST, A DISTANCE OF 91.28 FEET; THENCE RUN SOUTH 40°14'22" EAST, A DISTANCE OF 56.45 FEET;

THENCE RUN SOUTH 43°10'08" EAST, A DISTANCE OF 86.77 FEET; THENCE RUN SOUTH 30°23'40" EAST, A DISTANCE OF 63.23 FEET; THENCE RUN SOUTH 36°06'06" WEST, A DISTANCE OF 69.17 FEET; THENCE RUN SOUTH 49°24'38" EAST, A DISTANCE OF 39.36 FEET; THENCE RUN NORTH 51°47'53" EAST, A DISTANCE OF 66.55 FEET; THENCE RUN SOUTH 18°39'03" EAST, A DISTANCE OF 66.42 FEET; THENCE RUN SOUTH 13°29'51" EAST, A DISTANCE OF 121.98 FEET; THENCE RUN SOUTH 37°08'09" EAST, A DISTANCE OF 78.28 FEET; THENCE RUN SOUTH 18°59'20" EAST, A DISTANCE OF 85.31 FEET; THENCE RUN SOUTH 29°01'05" WEST, A DISTANCE OF 50.31 FEET; THENCE RUN SOUTH 14°39'12" WEST, A DISTANCE OF 122.19 FEET; THENCE RUN SOUTH 18°44'14" EAST, A DISTANCE OF 78.53 FEET; THENCE RUN SOUTH 53°17'25" EAST, A DISTANCE OF 80.53 FEET; THENCE RUN SOUTH 37°24'41" EAST, A DISTANCE OF 83.16 FEET; THENCE RUN SOUTH 55°25'31" EAST, A DISTANCE OF 71.44 FEET; THENCE RUN NORTH 58°27'23" EAST, A DISTANCE OF 43.35 FEET; THENCE RUN SOUTH 19°10'27" EAST, A DISTANCE OF 37.15 FEET; THENCE RUN SOUTH 63°34'27" WEST, A DISTANCE OF 31.07 FEET; THENCE RUN SOUTH 22°20'25" EAST, A DISTANCE OF 134.31 FEET; THENCE RUN SOUTH 08°26'23" WEST, A DISTANCE OF 67.96 FEET; THENCE RUN SOUTH 22°50'36" EAST, A DISTANCE OF 95.16 FEET; THENCE RUN SOUTH 68°08'39" EAST, A DISTANCE OF 101.39 FEET; THENCE RUN SOUTH 84°06'33" EAST, A DISTANCE OF 143.78 FEET; THENCE RUN SOUTH 53°36'32" EAST, A DISTANCE OF 79.23 FEET; THENCE RUN SOUTH 62°30'27" EAST, A DISTANCE OF 79.89 FEET; THENCE RUN SOUTH 80°26'17" EAST, A DISTANCE OF 103.16 FEET; THENCE RUN SOUTH 50°11'10" EAST, A DISTANCE OF 58.15 FEET; THENCE RUN SOUTH 66°52'59" EAST, A DISTANCE OF 72.77 FEET; THENCE RUN SOUTH 63°53'24" EAST, A DISTANCE OF 143.33 FEET; THENCE RUN SOUTH 83°14'16" EAST, A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 46°01'21" EAST, A DISTANCE OF 132.57 FEET; THENCE RUN SOUTH 30°59'41" EAST, A DISTANCE OF 81.79 FEET; THENCE RUN NORTH 86°11'27" EAST, A DISTANCE OF 73.17 FEET; THENCE RUN NORTH 62°36'40" EAST, A DISTANCE OF 109.25 FEET; THENCE RUN NORTH 76°42'21" EAST, A DISTANCE OF 117.81 FEET TO A POINT ON THE WEST LINE OF A 79.02 ACRE LEESBURG INTERNATIONAL AIRPORT SEA PLANE MITIGATION AREA; THENCE ALONG SAID SEA PLANE MITIGATION AREA THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 58.37 FEET; 2) THENCE RUN NORTH 59°53'32" EAST, A DISTANCE OF 54.81 FEET; 3) THENCE RUN SOUTH 43°52'35" EAST, A DISTANCE OF 38.23 FEET; 4) THENCE RUN SOUTH 75°34'26" EAST, A DISTANCE OF 45.20 FEET; 5) THENCE RUN SOUTH 70°37'50" EAST, A DISTANCE OF 23.34 FEET; 6) THENCE RUN SOUTH 65°59'05" EAST, A DISTANCE OF 142.77 FEET; 7) THENCE RUN SOUTH 71°48'27" EAST, A DISTANCE OF 41.59 FEET; 8) THENCE RUN SOUTH 73°29'01" EAST, A DISTANCE OF 85.77 FEET; 9) THENCE RUN NORTH 83°59'28" EAST, A DISTANCE OF 72.88 FEET; 10) THENCE RUN NORTH 82°39'04" EAST, A DISTANCE OF 75.52 FEET; 11) THENCE RUN NORTH 22°53'15" EAST, A DISTANCE OF 49.24 FEET; 12) THENCE RUN NORTH 42°47'28" EAST, A DISTANCE OF 36.32 FEET; 13) THENCE RUN NORTH 66°51'09" EAST, A DISTANCE OF 48.16 FEET; 14) THENCE RUN NORTH 82°25'46" EAST, A DISTANCE OF 75.22 FEET; 15) THENCE RUN NORTH 82°09'15" EAST, A DISTANCE OF 66.23 FEET; 16) THENCE RUN NORTH 72°05'31" EAST, A DISTANCE OF 32.56 FEET TO A POINT ON THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID SEA PLANE MITIGATION AREA, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°30'28" WEST, A DISTANCE OF 107.66 FEET; 2) THENCE RUN SOUTH 89°33'30" EAST, A DISTANCE OF 841.08 FEET; 3) THENCE RUN SOUTH 02°20'16" EAST, A DISTANCE OF 303.39 FEET; 4) THENCE RUN SOUTH 60°11'33" EAST, A DISTANCE OF 535.18 FEET; 5) THENCE RUN SOUTH 00°10'55" WEST, A DISTANCE OF 387.25 FEET; 6) THENCE RUN SOUTH 00°48'18" WEST, A DISTANCE OF 599.91 FEET; 7) THENCE RUN SOUTH 88°56'30" EAST, A DISTANCE OF 2556.25

FEET; 8) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 5.52 FEET; 9) THENCE RUN SOUTH 43°39'58" WEST, A DISTANCE OF 170.17 FEET; 10) THENCE RUN SOUTH 13°50'45" WEST, A DISTANCE OF 147.54 FEET; 11) THENCE RUN SOUTH 26°56'42" EAST, A DISTANCE OF 135.90 FEET; 12) THENCE RUN SOUTH 41°29'44" EAST, A DISTANCE OF 127.17 FEET; 13) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 891.81 FEET; 14) THENCE RUN NORTH 88°56'27" WEST, A DISTANCE OF 65.00 FEET; 15) THENCE RUN SOUTH 00°49'33" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 470 (A 100 FOOT WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 11670-2601); THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG SAID NORTH AND EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 88°56'30" WEST, A DISTANCE OF 2673.97 FEET TO A POINT OF CURVATURE OF A 1095.82 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; 2) THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°43'22" AN ARC DISTANCE OF 1716.01 FEET TO A POINT OF TANGENCY; 3) THENCE RUN NORTH 00°46'52" EAST, A DISTANCE OF 378.96 FEET TO A POINT OF CURVATURE OF A 1196.40 FOOT RADIUS CURVE CONCAVE TO THE WEST; 4) THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'25" AN ARC DISTANCE OF 646.07 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE RUN SOUTH 89°13'08" EAST A DISTANCE OF 120.24 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE EAST LINE OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG SAID EAST LINE RUN NORTH 00°46'52" EAST A DISTANCE OF 535.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN NORTH 00°30'28" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4496, PAGE 70; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°24'17" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 807.90 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°30'28" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 99.99 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 470, SAID POINT BEING ON A 1196.40 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 17°12'59" WEST; THENCE DEPARTING SAID WEST LINE, RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'16" AN ARC DISTANCE OF 347.07 FEET TO A POINT OF TANGENCY; 2) THENCE RUN NORTH 89°24'17" WEST, A DISTANCE OF 1499.57 FEET; 3) THENCE RUN NORTH 89°23'48" WEST A DISTANCE OF 2,315.45 FEET; 4) THENCE RUN NORTH 84°15'10" WEST A DISTANCE OF 213.38 FEET TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, PAGE 1743, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHEASTERLY LINE RUN NORTH 42°26'19" WEST A DISTANCE OF 1675.88 FEET TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTH 47°33'41" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 270.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD NO. 91, A VARIABLE WIDTH RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NO. 190747-2); THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 42°26'19" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5966.03 FEET TO A POINT ON

THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE, RUN NORTH 00°45'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2487.91 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 9, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 89°11'07" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 2650.14 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°45'24" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9, A DISTANCE OF 1340.43 FEET TO A POINT ON A LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 1427.39 FEET; 2) THENCE RUN NORTH 20°12'05" EAST, A DISTANCE OF 896.56 FEET; 3) THENCE RUN SOUTH 89°45'55" EAST, A DISTANCE OF 1510.88 FEET; 4) THENCE RUN SOUTH 00°00'00" EAST, A DISTANCE OF 538.26 FEET; 5) THENCE RUN NORTH 90°00'00" EAST, A DISTANCE OF 1602.12 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, RUN ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE RUN SOUTH 00°36'49" WEST, A DISTANCE OF 831.10 FEET; 2) THENCE RUN NORTH 88°50'30" WEST, A DISTANCE OF 192.44 FEET TO A POINT ON THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE DEPARTING SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2070, PAGE 2098, RUN ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE RUN NORTH 74°45'27" WEST, A DISTANCE OF 957.72 FEET; 2) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 631.59 FEET; 3) THENCE RUN NORTH 01°16'27" EAST, A DISTANCE OF 278.48 FEET; 4) THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 244.47 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST AND SECTION 31, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 0°40'22" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°40'23" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2641.21 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°51'49" EAST, ALONG THE

WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2645.51 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN NORTH 0°52'48" EAST, ALONG THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.56 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°12'12" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 2647.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°50'27" WEST, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.15 FEET TO THE CENTER OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'43" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.75 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 0°43'08" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1323.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°13'10" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 863.02 FEET TO THE NORTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 0°46'34" WEST, ALONG THE EAST LINE OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1322.90 FEET TO THE SOUTHEAST CORNER OF THE WEST 462 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 639.44 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3573, PAGE 1, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 0°49'22" WEST, A DISTANCE OF 518.18 FEET; (2) THENCE RUN SOUTH 89°10'38" EAST, A DISTANCE OF 217.51 FEET; (3) THENCE RUN NORTH 42°32'39" EAST, A DISTANCE OF 694.25 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 89°10'38" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.45 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092), SAID POINT BEING ON A 5724.15 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 53°26'45" WEST; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 1°11'29" AN ARC DISTANCE OF 119.03 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 37°44'44" WEST, A DISTANCE OF 6490.63 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°03'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 665.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°09'35" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 453.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 235.00 FEET; THENCE RUN NORTH 89°09'35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN NORTH 00°36'59" EAST, A DISTANCE OF 291.57 FEET; THENCE RUN SOUTH 75°50'19" EAST, A DISTANCE OF 185.15 FEET; THENCE RUN SOUTH 00°36'59" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTIONS 5, 6 AND 7, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 89°03'26" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 790.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO.48 (A 100.00 FOOT PUBLIC RIGHT-OF-WAY PER FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, PROJECT NO. 1092) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 37°44'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4987.44 FEET TO THE CENTERLINE OF NORTH AUSTIN MERRITT ROAD (A 50.00 FOOT PUBLIC RIGHT-OF-WAY, PER OCCUPATION AND MONUMENTATION, AS SHOWN ON A HALL FARNER & ASSOCIATES SURVEY DATED FEBRUARY 5, 2005); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN ALONG SAID CENTERLINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE RUN SOUTH 58°59'00" EAST, A DISTANCE OF 1279.33 FEET TO A POINT ON A 1746.98 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 31°01'40" EAST; (2) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'28" AN ARC DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENCY; (3) THENCE RUN SOUTH 71°25'50" EAST, A DISTANCE OF 2547.80 FEET TO A POINT OF CURVATURE OF A 664.96 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°58'34" AN ARC DISTANCE OF 417.53 FEET TO A POINT OF TANGENCY; (5) THENCE RUN SOUTH 35°27'16" EAST, A DISTANCE OF 424.68 FEET TO A POINT OF CURVATURE OF A 329.60 FOOT RADIUS CURVE CONCAVE TO THE WEST; (6) THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°48'34" AN ARC DISTANCE OF 263.52 FEET TO A POINT OF TANGENCY; (7) THENCE RUN SOUTH 10°21'18" WEST, A DISTANCE OF 554.86 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 523, PAGE 828, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE RUN ALONG SAID EASTERLY EXTENSION, THE BOUNDARY OF SAID LANDS AND THE EASTERLY EXTENSION OF SAID BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE RUN NORTH 80°39'04" WEST, A DISTANCE OF 479.13 FEET; (2) THENCE RUN SOUTH 6°13'16" WEST, A DISTANCE OF 461.15 FEET; (3) THENCE RUN SOUTH 86°49'44" EAST, A DISTANCE OF 459.74 FEET TO AFORESAID CENTERLINE OF NORTH AUSTIN MERRITT ROAD; SAID POINT BEING ON A 1059.17 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 87°38'50" EAST; THENCE ALONG SAID CURVE AND CENTERLINE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF 24°37'50" AN ARC DISTANCE OF 455.32 FEET TO A POINT OF NON-TANGENCY; SAID POINT BEING AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE

BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5129, PAGE 1486, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE, RUN ALONG SAID EASTERLY EXTENSION AND THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE RUN NORTH 89°23'30" WEST, A DISTANCE OF 243.36 FEET; (2) THENCE RUN SOUTH 0°34'26" WEST, A DISTANCE OF 170.37 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE DEPARTING THE BOUNDARY OF SAID LANDS, RUN NORTH 89°23'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 69.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 89°30'25" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2645.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 0°33'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1319.74 FEET TO SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°09'29" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 2646.95 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 0°31'07" EAST, ALONG THE WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1324.42 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°03'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1867.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT RIGHT-OF-WAY FOR AUSTIN MERRITT ROAD.

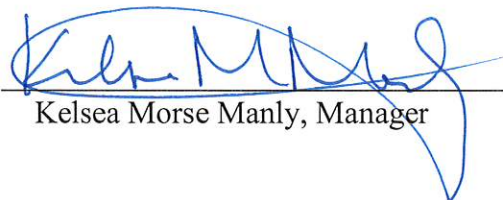
EXHIBIT 14 JH

**CONSENT TO AMEND THE BOUNDARY LINE OF
VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 6th of January, 2022.

THE VILLAGES LAND COMPANY, LLC

By: TVL Company, LLC, Manager

By: 
Kelsea Morse Manly, Manager

**CONSENT TO AMEND THE BOUNDARY LINE OF
VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 6th of January 2022.

BUFFALO HIDE AND CATTLE COMPANY

By: _____

Kelsea Morse Manly, Manager

**CONSENT TO AMEND THE BOUNDARY LINE OF
VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Amend the Boundary Line of Village Community Development District No. 14, hereby consents to the Petition to Amend the Boundary Line of Village Community Development District No. 14, dated the 6th of January 2022.

THE VILLAGES DEVELOPMENT COMPANY, LLC

By: VDC Manager, LLC, Manager

By: 
Robert L. Chandler IV, Manager

EXHIBIT 5

**BOARD OF SUPERVISORS
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

1. Supervisor/Chair – Dale Borrowman
2. Supervisor/Vice Chair – Joe Riccardi
3. Supervisor/Secretary-Treasurer – Cody Yoder
4. Supervisor – Colby Sharp
5. Supervisor – Amanda Isaacs

EXHIBIT 6

PROPOSED TIME TABLES AND RELATED ESTIMATES OF COST OF THE DISTRICT SERVICES AND FACILITIES VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

ITEM	ANTICIPATED SCHEDULE	ESTIMATED COST
Subdivision Infrastructure Roads & Drainage	2021-2024	\$44,077,300
Collector Road Infrastructure Roads & Drainage	2021-2024	\$29,640,656
Multi-Use Trails & Paths, Golf Cart Bridges & Tunnels	2021-2024	\$36,692,068
Landscaping & Irrigation in Common Areas ¹	2021-2024	\$32,440,714
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2024	\$3,999,077
Master Earthwork and Stormwater Collection Systems	2021-2024	\$143,435,666
Wetland & Wildlife Mitigation/Protection Measures	2021-2024	\$1,750,481
Project Entry Features	2021-2024	\$7,486,290
TOTAL:		\$299,522,252

Note: Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

¹ The irrigation system beyond the point of delivery serving common areas will be owned and maintained by the District, with water purchased pursuant to a bulk water agreement. The master irrigation system up to the point of delivery will be funded by the Utility.

EXHIBIT 7

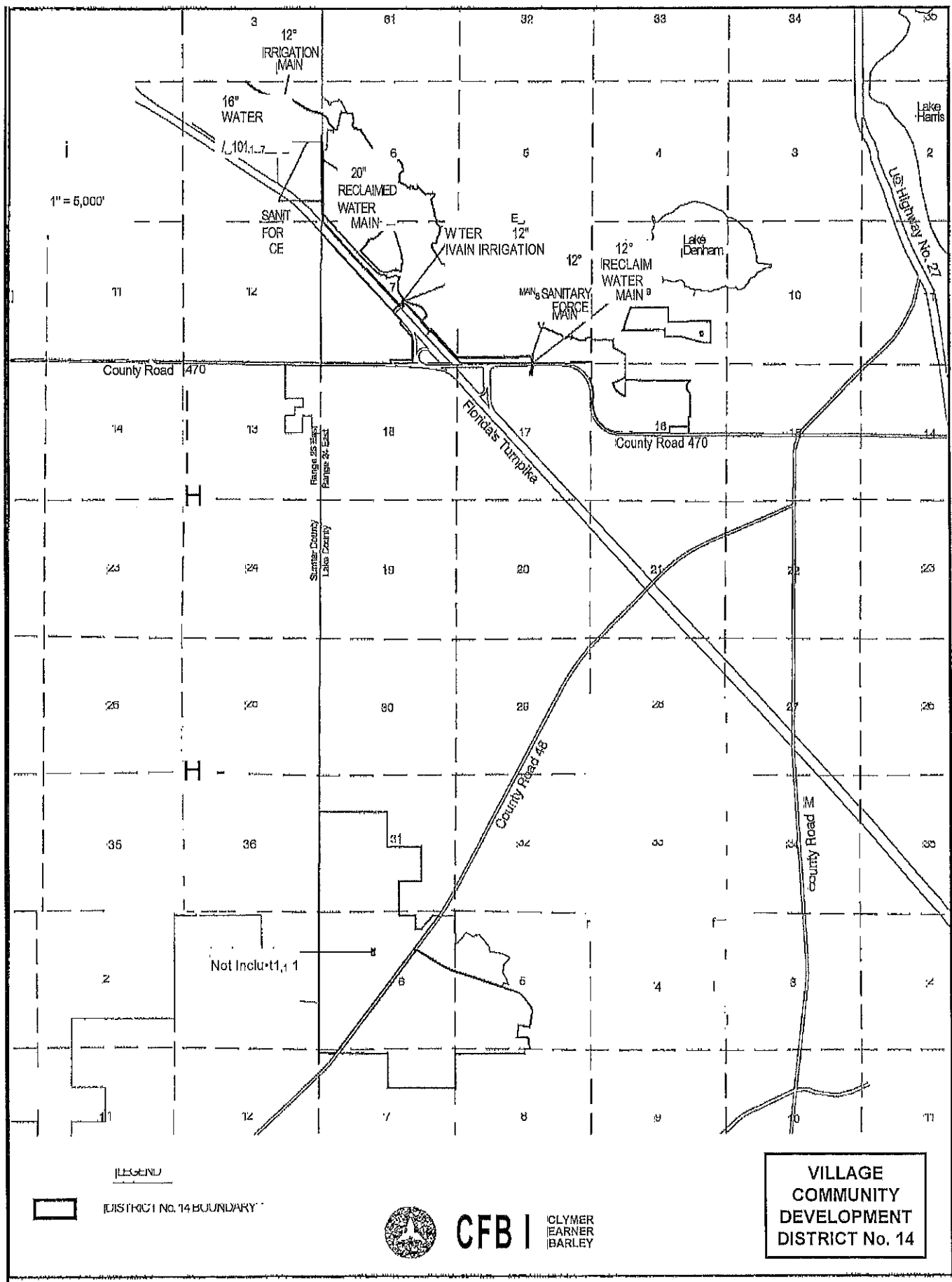
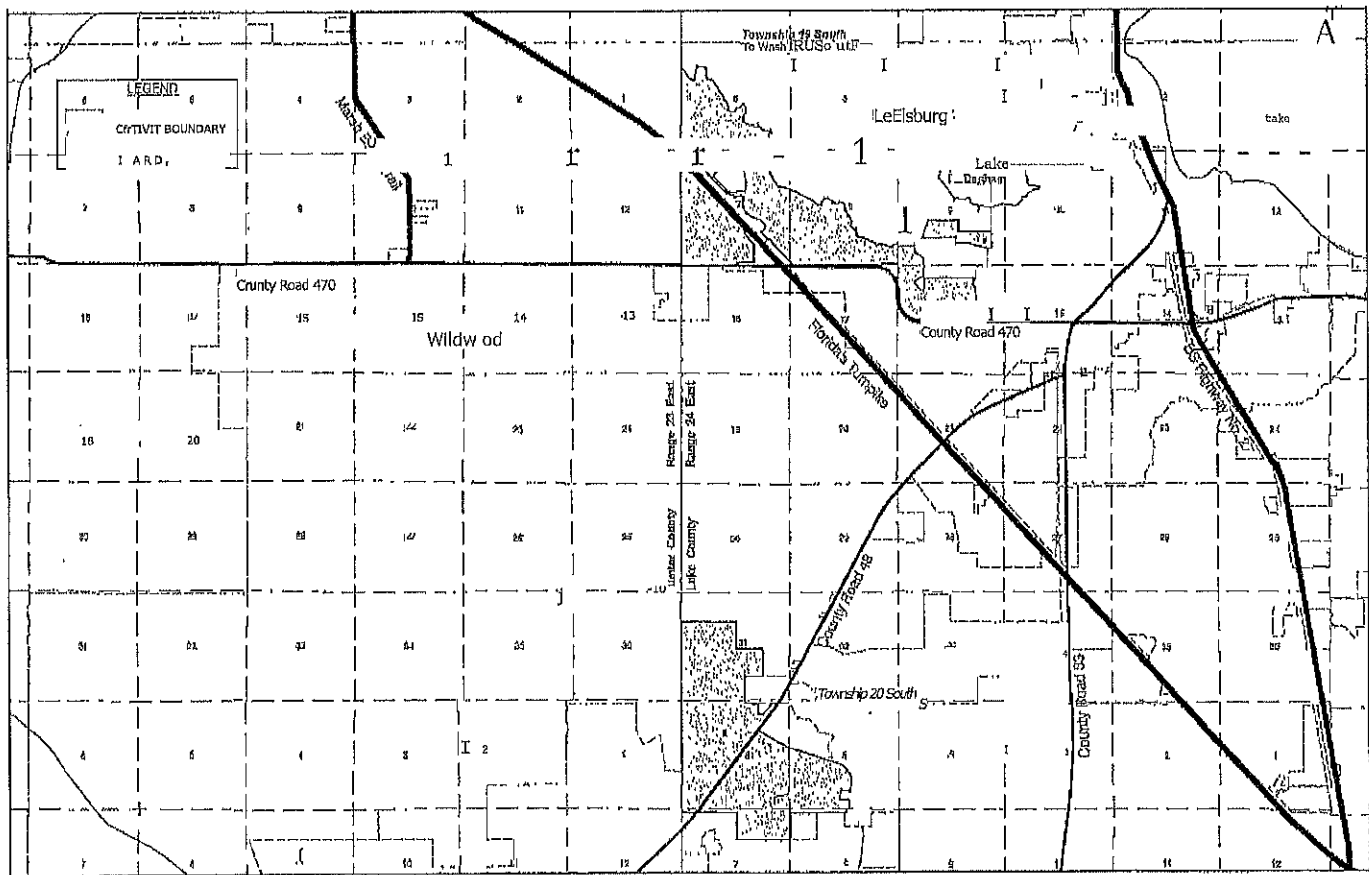


EXHIBIT 8

The Village Community Development District No. 14 (the "District") is located within the city limits of the City of Leesburg (the "City") in Lake County, Florida. The District lies within The Villages of West Lake (YOWL), which was approved on February 12, 2018 as an Age Restricted Development (ARD) and subsequently amended by the City on May 14, 2019 and again on February 24, 2020.



LAND USE AND ZONING MAP

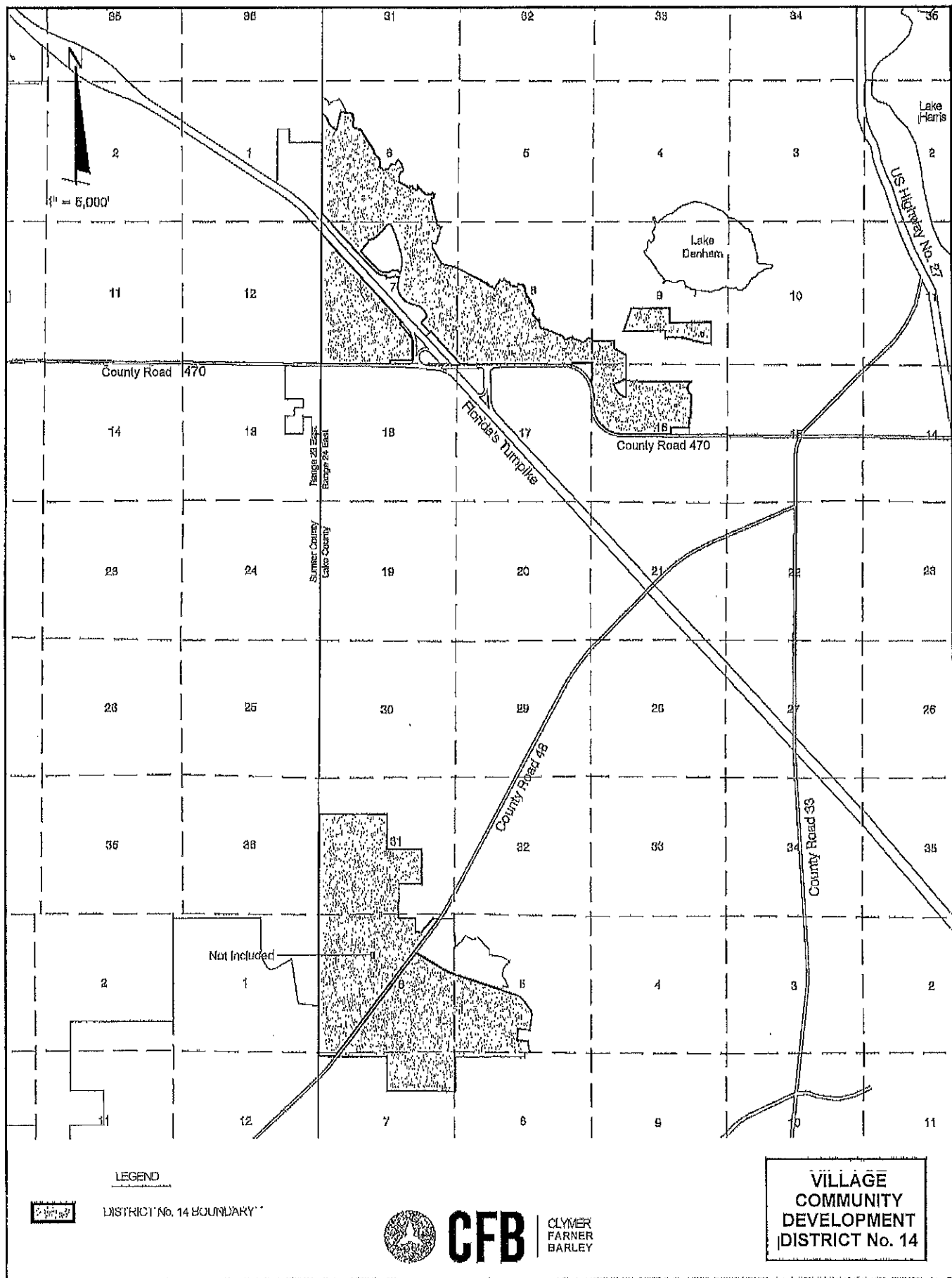


EXHIBIT 9

STATEMENT OF ESTIMATED REGULATORY COSTS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to establish Village Community Development District No. 14 (the "District"). The District will include approximately 2385.2 acres of land on which roughly 7,000 dwelling units are planned for development. The District proposes to provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes ("F.S."), as follows:

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

1.2 Overview of District No. 14

The District will provide community infrastructure, services, and facilities, along with their operations and maintenance, to the proposed area, located in the City of Leesburg, Lake County, Florida. The District will encompass 2385.2 acres to be used exclusively for residential development. The District will include roughly 7,000 units with a mix of housing types, designs and models consistent with previous completed by the developer.

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2020) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within five (5) years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within five years after the implementation of the rule; or
 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within five years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
 - (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
 - (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
 - (e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.
 - (f) Any additional information that the agency determines may be useful.
 - (g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding \$1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other residential community development Districts, is that the establishment of the District will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The District is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District's boundaries, allowing for the development of the land within the District. The development is planned to include roughly 7,000 dwelling units. The residents of the District will purchase goods and services. This new demand created by the District's residents will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the areas surrounding the District.

The District will have the ability to assess the property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the District. The infrastructure improvements to be funded by the District would be required to support development of the planned residences, regardless of the District's existence. Community development districts, such as District No. 14 can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the planned development will not be increased due to the existence of the District.

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

The landowner of the District plans to develop roughly 7,000 dwelling units within the District. The District would put all of these residents under the jurisdiction of the District. Prior to the sale of the property within the District, the developer will also be subject to the District's jurisdiction.

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

4.1 Impact on State and Local Costs

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the formation of the District. The District consists of less than 2,500 acres; therefore, the City of Leesburg (the "City") is the establishing entity, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to establish the District and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the establishment of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District's reports will be minimal. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

The City of Leesburg

City staff will process, analyze, and conduct public hearing(s) on the petition to establish the District. These activities will utilize the time of the staff and City Commissioners. However, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to establish a Community Development District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

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

Table 2, below, provides an outline of the various facilities and services the District may provide. The District plans to fund, own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The District will also plan, construct, and finance some of the community's roadways, along with possibly offsite roadway improvements. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

Table 2. Proposed Facilities and Services

<u>Improvements/Facility</u>	<u>Funded By</u>	<u>O&M By</u>	<u>Ownership</u>
Roads	Landowner/CDD	City	City
Utilities	Landowner	Landowner	Landowner
Amenities	Landowner	CDD	Landowner/CDD
Drainage	CDD	CDD	CDD
Landscape/Lakes	CDD	CDD	CDD

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 2. The cost estimates for these improvements and facilities are shown in Table 3, below. Total costs are estimated at approximately \$299,522,252. To fund these improvements, the District may issue special assessment or other revenue bonds. These bonds would be repaid through non-ad valorem assessments levied on all properties located within the District that benefit from these improvements.

Table 3. Summary of Estimated Capital Costs and Time Table

<u>Improvement/Facility</u>	<u>Anticipated Schedule</u>	<u>Estimated Cost</u>
Subdivision Infrastructure Roads & Drainage	2021-2024	\$44,077,300
Collector Road Infrastructure Roads & Drainage	2021-2024	\$29,640,656
Multi-Use Trails & Paths, Golf Cart Bridges & Tunnels	2021-2024	\$36,692,068
Landscaping & Irrigation in Common Areas	2021-2024	\$32,440,714
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2024	\$3,999,077
Master Earthwork and Stormwater Collection Systems	2021-2024	\$143,435,666
Wetland & Wildlife Mitigation/Protection Measures	2021-2024	\$1,750,481
Project Entry Features	2021-2024	\$7,486,290
TOTAL:		\$299,522,252

*Note: Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred by the District through one or more bond issuances. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for residential developments of the type contemplated here. In other words, there is nothing unusual about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner's association common to most master-planned developments.

Real estate markets take into account the District's cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District's costs because of the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, County provision (directly or via a dependent special District), or through developer-bank loans.

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

There will be no adverse impact on small businesses because of the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of Leesburg has an estimated population of 22,672 according to the most recent U.S. Census Bureau (2019) and the population was 20,117 at the 2010 census. Therefore, the City is not defined as a "small" City according to Section 120.52 of the Florida Statutes. However, as noted above, there will be no adverse impact on the City due to the creation of the District. The District will provide infrastructure facilities and services to the property

located within the District. These facilities and services will help to make this property developable.

Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

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

It is useful to reflect upon the question of whether the District is the best alternative to provide community facilities and services to the development. As an alternative to the District, the City could approve a dependent special District for the area, such as an MSBU or a special taxing District under Chapter 170 of the Florida Statutes. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the existing District.

However, unlike the District, the alternatives would require the City to continue to administer the projects and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. In addition, administering a project of the size and complexity of the development program for the District is a very significant and expensive undertaking, especially in light of the fact that the District already exists.

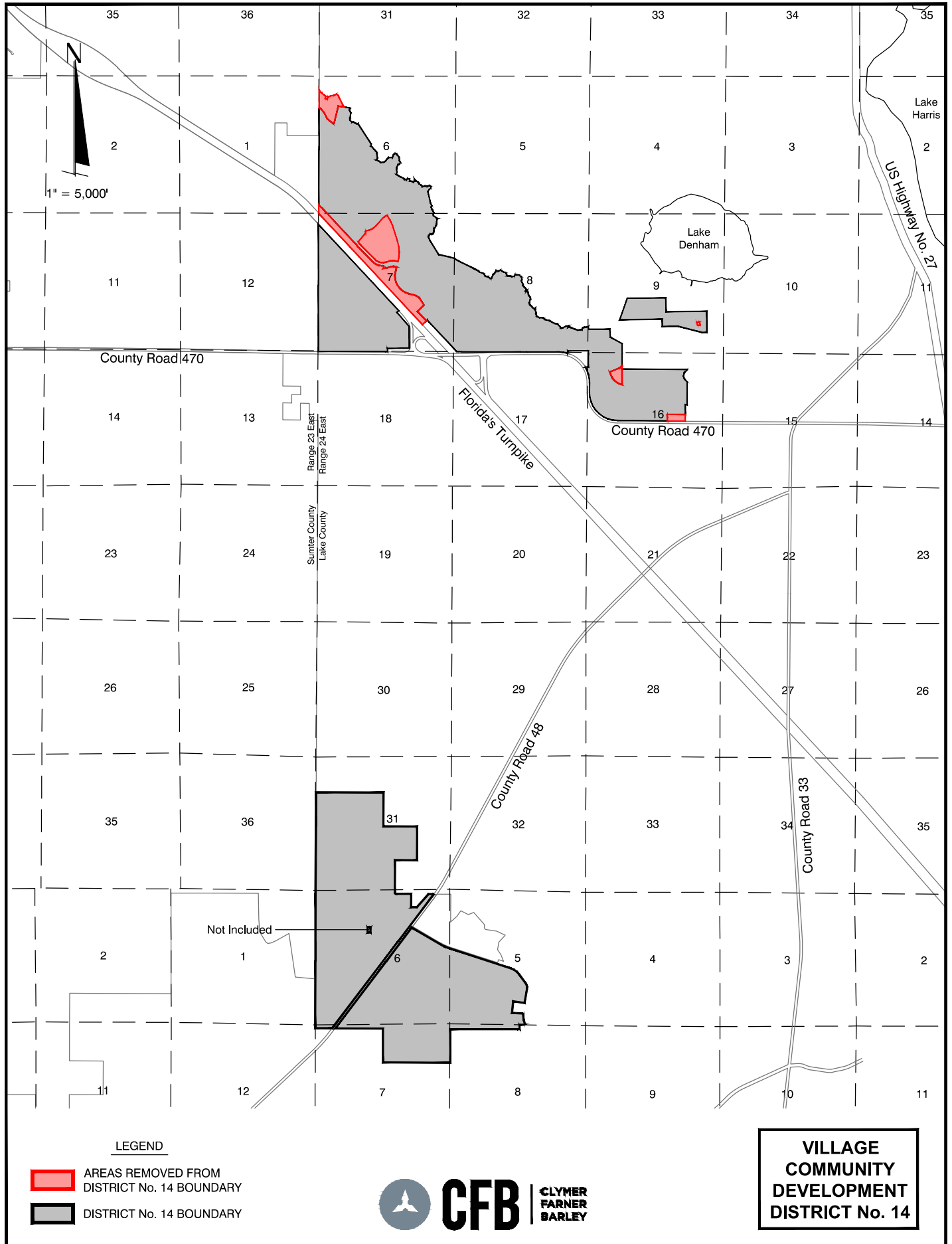
Another alternative to the District would be for the developer to provide the infrastructure and to use a property owners association (POA) for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes on the combined real estate tax bill through the County tax collector. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the District is a unit of local government. Therefore, unlike a POA, the District must abide by all governmental rules and regulations.

Additionally, any debt of a District is strictly the District's responsibility. While it may be technically true that the debt of a City-established, dependent special District, is not strictly the City's responsibility, any financial problems that the special District may have will inevitably entangle the City. This will not be the case since this District has been established.

With a District, residents (owners and renters) within the District have a focused unit of government under their direct control. The District is more responsive to resident needs without disrupting other City responsibilities.

APPENDIX

REPORT	STATUE SECTION	DUE DATE
Annual Financial Audit	218.39	Nine months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit but no later than 9 months after end of fiscal year
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor Report	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Meetings Schedule	189.015	Quarterly semiannually or annually
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.014	30 days after first Board meeting
Notice of Establishment	190.0485	30 days after formation
Establishment Documents	189.016	30 days after adoption
Notice of Public Finance	190.009	After financing



**VILLAGE
COMMUNITY
DEVELOPMENT
DISTRICT No. 14**



CFB

**CLYMER
FARNER
BARLEY**

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

November 30, 2021

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Baraso, Ronald	Working with Marina	Marina Rent	282.88
Gillette, Brian	Working with Marina	Marina Rent	338.62
Vicari, Victor	Working with Marina	Marina Rent	295.84
Traffic & Mobility Cons	Working with Planning & Zoning	P&Z Traffic Study MPO	441.19
VPG Leesburg 1 LLC	Working with Planning & Zoning	P&Z Traffic Study MPO	<u>5,147.50</u>
			6,506.03

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	<u>1,537.00</u>
			1,537.00

041 Fund

Nix, Corey		Apprentice Reimbursement	3,650.59
Stiglianese, Margaret		Damage to City Property	<u>381.26</u>
			381.26

048 Fund

Greenslade, John		Airport Rent	<u>615.65</u>
			615.65

001 FUND TOTAL	\$	6,506.03
013 FUND TOTAL	\$	1,537.00
41 FUND TOTAL	\$	381.26
48 FUND TOTAL	\$	<u>615.65</u>
	\$	9,039.94

Total	<u><u>9,039.94</u></u>
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Expected write offs as of Nov 30, 2021

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2020 and 2021.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2020-2021	\$ 307,041		
2019-2020	284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2021 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,918	3	53
November	41,356	6	79
December	36,068	3	77
January	40,881	4	77
February	41,591	2	85
March	24,850	1	51
April	29,628	2	62
May	15,228	1	45
June	23,799	2	64
July	12,964	1	54
August	12,097	3	34
September	8,661	1	41
Accounts to be written off*	\$ 307,042	29	722
Prior Yr to Date	\$ 284,281	36	821
difference - () negative	\$ (22,761)	7	99

Projected
Fiscal year 2020 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,445	3	67	511.79	346.85
November	19,468	6	65	247.65	504.69
December				546.70	445.82
January				107.41	530.92
February				333.51	481.46
March				28.37	496.43
April				84.85	475.14
May				1,033.28	315.46
June				220.87	364.96
July				86.00	238.48
August				1,915.35	186.80
September				212.09	206.09
Accounts to be written off*	\$ 37,912	9	132		
Prior Yr to Date	\$ 61,274	9	132		
difference - () negative	\$ (23,361)	0	0		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Nov 30, 2021

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 4,755,546	\$ 1,950,406	\$ 1,486,867	\$ 3,437,274	72%	\$ 1,318,272
Special Revenue Funds						
013 Housing Assistance	25,282	16,707	0	16,707	66%	8,575
021 Debt Service Fund	291,666	0	1,614,659	1,614,659	554%	(1,322,993)
031 Capital Projects Fund	333,470	4,196	1,815,000	1,819,196	546%	(1,485,726)
132 Local Option Sales Tax	423,026	175,928	0	175,928	42%	247,098
121 Police Forfeiture Fund	6,928	59	0	59	1%	6,869
122 Police Education Fund	1,000	332	0	332	33%	668
133 Gas Tax	125,842	60,539	0	60,539	48%	65,303
141 Police Impact Fees	1,750	24,418	0	24,418	1395%	(22,668)
142 Fire Impact Fees	40	16,788	0	16,788	41969%	(16,748)
143 Recreation Impact Fees	30,166	35,185	0	35,185	117%	(5,019)
151 Building Fund	265,240	126,485	8,720	135,205	51%	130,035
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	94,500	311,362	0	311,362	329%	(216,862)
017 Carver Heights CRA Fund	103,228	282,468	0	282,468	274%	(179,240)
018 Highway 27/441 CRA Fund	229,326	753,971	0	753,971	329%	(524,645)
Total General Governmental Funds	6,687,010	3,758,844	4,925,246	8,684,090	130%	(1,997,080)
Enterprise Funds						
014 Stormwater Utility Fund	304,004	273,731	0	273,731	90%	30,273
041 Electric Utility Fund	10,686,435	11,775,728	31,478	11,807,206	110%	(1,120,771)
042 Gas Utility Fund	1,123,224	1,302,457	72,425	1,374,883	122%	(251,659)
043 Water Utility Fund	2,032,692	1,656,625	29,775	1,686,400	83%	346,292
044 Wastewater Utility Fund	2,641,754	2,583,962	5,500,000	8,083,962	306%	(5,442,208)
046 Sanitation Services Fund	850,800	763,434	0	763,434	90%	87,366
048 Airport Fund	794,691	242,917	0	242,917	31%	551,774
Internal Service Funds						
064 Health Insurance Fund	1,249,994	1,538,516	0	1,538,516	123%	(288,522)
065 Workers' Compensation Insurance Fund	112,006	136,793	0	136,793	122%	(24,787)
066 Risk Management Fund	146,146	918,196	0	918,196	628%	(772,050)
510 Fleet Maintenance Fund	654,433	448,725	5,179	453,904	69%	200,529
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	327,228	614,278	0	614,278	188%	(287,050)
062 Municipal Firemen's Retirement Trust Fund	279,494	512,259	0	512,259	183%	(232,765)
063 General Employees' Retirement Fund	540,900	1,023,116	0	1,023,116	189%	(482,216)
Total All Funds	\$ 28,430,811	\$ 27,549,581	\$ 10,564,104	\$ 38,113,685	134%	(\$ 9,682,874)

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Nov 30, 2021

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
General Fund	\$ 4,755,546	\$ 6,386,314	134%	(\$ 1,630,768)	(\$ 2,949,041)
<u>Special Revenue Funds</u>					
Housing Assistance	25,282	20,268	80%	5,014	(3,562)
Debt Service Fund	291,666	1,304,107	447%	(1,012,441)	310,552
Capital Projects Fund	333,470	1,219,095	366%	(885,625)	600,101
Local Option Sales Tax	423,026	831,198	196%	(408,172)	(655,270)
Police Forfeiture Fund	6,928	0	0%	6,928	59
Police Education Fund	1,000	6,523	652%	(5,523)	(6,191)
Gas Tax	125,842	255,804	203%	(129,962)	(195,264)
Police Impact Fees	1,750	2,100	120%	(350)	22,318
Fire Impact Fees	40	1,360	3400%	(1,320)	15,428
Recreation Impact Fees	30,166	176,720	586%	(146,554)	(141,535)
Building Fund	265,240	179,624	68%	85,616	(44,419)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	94,500	97,565	103%	(3,065)	213,797
Carver Heights CRA Fund	103,228	398,942	386%	(295,714)	(116,474)
Highway 27/441 CRA Fund	229,326	145,251	63%	84,075	608,720
<u>Total General Governmental Funds</u>	6,687,010	11,024,871	165%	(4,337,861)	(2,340,782)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	304,004	195,208	64%	108,796	78,523
Electric Utility Fund	10,686,435	11,437,084	107%	(750,649)	370,122
Gas Utility Fund	1,123,224	1,273,100	113%	(149,876)	101,783
Water Utility Fund	2,032,692	1,413,522	70%	619,170	272,878
Wastewater Utility Fund	2,641,754	1,653,434	63%	988,320	6,430,528
Sanitation Services Fund	850,800	1,178,278	138%	(327,478)	(414,845)
Airport Fund	794,691	559,965	70%	234,726	(317,048)
<u>Internal Service Funds</u>					
Health Insurance Fund	1,249,994	1,287,951	103%	(37,957)	250,564
Workers' Compensation Insurance Fund	112,006	183,110	163%	(71,104)	(46,317)
Risk Management Fund	146,146	918,076	628%	(771,930)	120
Fleet Maintenance Fund	654,433	493,708	75%	160,725	(39,804)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	327,228	180,063	55%	147,165	434,215
Municipal Firemen's Retirement Trust Fund	279,494	218,925	78%	60,569	293,334
General Employees' Retirement Fund	540,900	487,418	90%	53,482	535,698
Total All Funds	\$ 28,430,811	\$ 32,504,714	114%	(\$ 4,073,903)	\$ 5,608,971

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Nov 30, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 4,731,496	\$ 3,215,828	\$ 2,048,707	\$ 5,264,535	111%	(\$533,039)
<u>Special Revenue Funds</u>						
013 Housing Assistance	22,758	12,520	0	12,520	55%	10,238
021 Debt Service Fund	269,360	0	1,613,347	1,613,347	599%	(1,343,987)
031 Capital Projects Fund	99,998	25,140	600,000	625,140	625%	(525,142)
132 Local Option Sales Tax	270,754	246,896	0	246,896	91%	23,858
121 Police Forfeiture Fund	1,166	237	0	237	20%	929
122 Police Education Fund	1,000	280	0	280	28%	720
133 Gas Tax	160,776	58,313	0	58,313	36%	102,463
141 Police Impact Fees	15,416	29,105	0	29,105	189%	(13,689)
142 Fire Impact Fees	-	4,011	0	4,011	0%	(4,011)
143 Recreation Impact Fees	-	20,166	0	20,166	0%	(20,166)
151 Building Fund	171,290	128,253	5,380	133,633	78%	37,657
<u>Community Redevelopment Agencies</u>						
016 Greater Leesburg CRA Fund	109,648	10	0	10	0%	109,638
017 Carver Heights CRA Fund	70,224	740	0	740	1%	69,484
018 Highway 27/441 CRA Fund	203,126	5,480	0	5,480	3%	197,646
Total General Governmental Funds	6,127,012	3,746,979	4,267,435	8,014,413	131%	(1,887,401)
<u>Enterprise Funds</u>						
014 Stormwater Utility Fund	292,458	270,151	0	270,151	92%	22,307
041 Electric Utility Fund	11,355,547	9,323,175	363,840	9,687,015	85%	1,668,532
042 Gas Utility Fund	1,028,322	870,816	26,221	897,037	87%	131,285
043 Water Utility Fund	1,878,002	1,530,247	22,945	1,553,192	83%	324,810
044 Wastewater Utility Fund	2,812,368	2,173,345	0	2,173,345	77%	639,023
046 Sanitation Services Fund	790,926	741,103	0	741,103	94%	49,823
048 Airport Fund	525,284	603,332	0	603,332	115%	(78,048)
<u>Internal Service Funds</u>						
064 Health Insurance Fund	1,211,422	1,255,820	0	1,255,820	104%	(44,398)
065 Workers' Compensation Insurance Fund	109,834	135,753	0	135,753	124%	(25,919)
066 Risk Management Fund	149,466	835,596	0	835,596	559%	(686,130)
510 Fleet Maintenance Fund	664,208	429,696	556,633	986,329	149%	(322,121)
<u>Pension Trust Funds</u>						
061 Municipal Police Retirement Trust Fund	318,128	1,867,945	0	1,867,945	587%	(1,549,817)
062 Municipal Firemen's Retirement Trust Fund	272,508	1,760,827	0	1,760,827	646%	(1,488,319)
063 General Employees' Retirement Fund	555,898	2,681,021	0	2,681,021	482%	(2,125,123)
Total All Funds	\$ 28,091,383	\$ 28,225,806	\$ 5,237,075	\$ 33,462,881	119%	(\$ 5,371,498)

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Nov 30, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 4,731,496	\$ 6,456,706	136%	(\$ 1,725,210)	(\$ 1,192,171)
<u>Special Revenue Funds</u>					
Housing Assistance	22,758	20,201	89%	2,557	(7,680)
Debt Service Fund	269,360	1,282,920	476%	(1,013,560)	330,427
Capital Projects Fund	99,998	937,551	938%	(837,553)	(312,410)
Local Option Sales Tax	270,754	706,500	261%	(435,746)	(459,604)
Police Forfeiture Fund	1,166	0	0%	1,166	237
Police Education Fund	1,000	6,027	603%	(5,027)	(5,746)
Gas Tax	160,776	111,026	69%	49,750	(52,714)
Police Impact Fees	15,416	14,965	97%	451	14,140
Fire Impact Fees	0	60	0%	(60)	3,951
Recreation Impact Fees	0	980	0%	(980)	19,186
Building Fund	171,290	154,133	90%	17,157	(20,500)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	109,648	296,925	271%	(187,277)	(296,915)
Carver Heights CRA Fund	70,224	16,074	23%	54,150	(15,335)
Highway 27/441 CRA Fund	203,126	157,933	78%	45,193	(152,453)
<u>Total General Governmental Funds</u>	6,127,012	10,162,001	166%	(4,034,989)	(2,147,588)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	292,458	180,585	62%	111,873	89,566
Electric Utility Fund	11,355,547	9,319,849	82%	2,035,698	367,166
Gas Utility Fund	1,028,322	914,160	89%	114,162	(17,122)
Water Utility Fund	1,878,002	1,319,353	70%	558,649	233,840
Wastewater Utility Fund	2,812,368	1,784,510	63%	1,027,858	388,835
Sanitation Services Fund	790,926	1,145,124	145%	(354,198)	(404,021)
Airport Fund	525,284	468,503	89%	56,781	134,829
<u>Internal Service Funds</u>					
Health Insurance Fund	1,211,422	1,542,118	127%	(330,696)	(286,298)
Workers' Compensation Insurance Fund	109,834	163,290	149%	(53,456)	(27,537)
Risk Management Fund	149,466	835,129	559%	(685,663)	467
Fleet Maintenance Fund	664,208	914,603	138%	(250,395)	71,727
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	318,128	183,084	58%	135,044	1,684,862
Municipal Firemen's Retirement Trust Fund	272,508	245,963	90%	26,545	1,514,864
General Employees' Retirement Fund	555,898	518,804	93%	37,094	2,162,216
Total All Funds	\$ 28,091,383	\$ 29,697,075	106%	(\$ 1,605,692)	\$ 3,765,806

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
11/30/2021

POOLED CASH & INVESTMENTS		TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH		\$ 81,242,840.81	\$11,588,115.22	\$4,901,469.82	\$ 1,220,131.25	\$ 1,629,124.85	\$ 16,384,070.52	\$ 3,331,034.38	\$ 6,904,169.25	\$ 17,182,586.33		\$ 1,868,589.10	\$3,095,234.01	\$3,696,196.27	\$ 2,236,725.91	\$ 7,205,393.90
RESTRICTED CASH	CUSTOMER DEPOSITS	6,603,686.44					4,918,632.69	1,070,302.29	609,956.46	1,950.00		2,845.00				
	RENEWL & REPLCMNT	20,337,553.93	1,122,011.67	11,857.61			3,139,745.53	949,999.98	2,369,707.64	11,510,381.00		850,000.00				383,850.50
	BOND/NOTE SINKING FUND	7,503,753.06		164,082.82			5,943,836.64	21,865.73	189,691.06	1,184,276.81						
	INFRASTRUCTURE DEVELOPMENT	93,817.00		93,817.00												
	SIGN GRANT & HUD SHIP	600,000.00		600,000.00												
	HWY 441/27 CRA - Restricted Surplus	6,213,869.85							1,429,452.57	4,784,417.28						
	IMPACT FEES	6,261,370.33	1,910,868.00	72,295.05		3,826,813.01										
OTHER RESTRICTED CASH		1,171,956.92					1,166,827.52	5,129.40								
DEVELOPER CONTRIBUTIONS		(414,053.00)					(414,053.00)									
RATE STABILIZATION																
SUBTOTAL OF RESTRICTED CASH		48,371,954.53	3,032,879.67	942,052.48		3,826,813.01	14,754,989.38	2,047,297.40	4,598,807.73	17,481,025.09		852,845.00				383,850.50
TOTAL POOLED CASH		\$129,614,795.34	\$ 14,620,994.89	\$ 5,843,522.30	\$ 1,220,131.25	\$ 5,455,937.86	\$ 31,139,059.90	\$ 5,378,331.78	\$ 11,502,976.98	\$ 34,663,611.42	\$ -	\$ 2,721,434.10	\$ 3,095,234.01	\$ 3,696,196.27	\$ 2,236,725.91	\$ 7,589,244.40
NON-POOLED RESTRICTED CASH																
SUBTOTAL NON-POOLED CASH	CASH WITH FISCAL AGENT	515,419.29			274,332.80			40,436.26	84,110.26	116,539.97						
	DEPOSITORY TRUST ACCOUNT															
DEP-WELLS FARGO																
SUBTOTAL NON-POOLED CASH		515,419.29			274,332.80			40,436.26	84,110.26	116,539.97						
TOTAL POOLED CASH AND INVEST		\$130,130,214.63	\$14,620,994.89	\$ 5,843,522.30	\$1,494,464.05	\$5,455,937.86	\$31,139,059.90	\$5,418,768.04	\$11,587,087.24	\$34,780,151.39		\$2,721,434.10	\$3,095,234.01	\$3,696,196.27	\$2,236,725.91	\$7,589,244.40

INDIVIDUAL SPECIAL REVENUE FUNDS

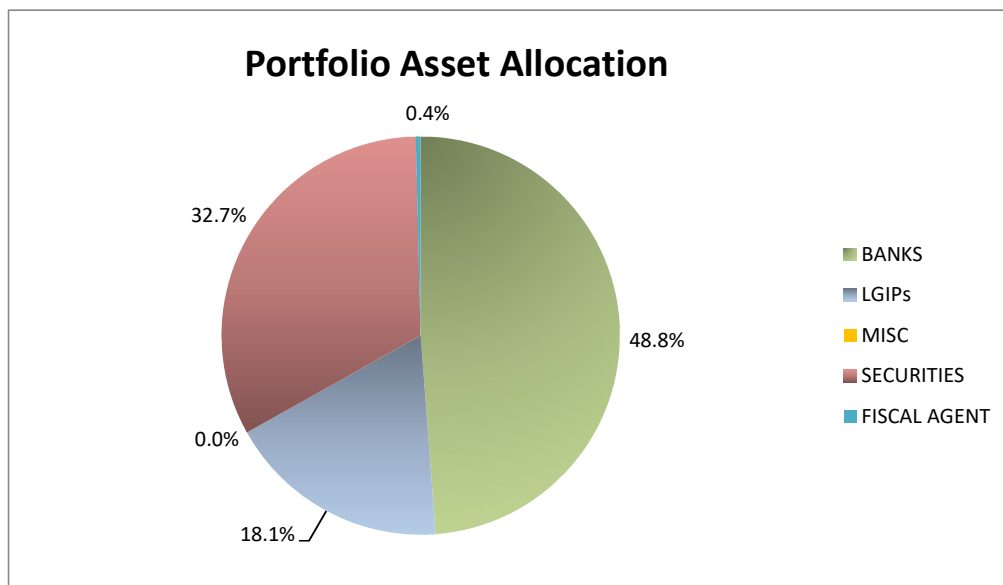
POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 4,901,469.82	\$ 248,293.66	\$ 391,826.71	\$ 250,607.78	\$ 2,361,000.03	\$ 80,961.79	\$ (3,947.61)	\$ 493,529.42	\$ 283,917.44	\$ 623,925.03	\$ 62,755.46	\$ 108,600.11
RESTRICTED CASH	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,295.05	72,295.05										
	BOND/NOTE SINKING FUND	164,082.82		16,937.14		147,145.68							
	SIGN GRANT	93,817.00		56,317.00		37,500.00							
	R&R / OTHER RESTRICTED	11,857.61	11,857.61										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 942,052.48	\$ 84,152.66	\$ 73,254.14	\$ -	\$ 784,645.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 5,843,522.30	\$ 332,446.32	\$ 465,080.85	\$ 250,607.78	\$ 3,145,645.71	\$ 80,961.79	\$ (3,947.61)	\$ 493,529.42	\$ 283,917.44	\$ 623,925.03	\$ 62,755.46	\$ 108,600.11
NON-POOLED RESTRICTED CASH													
SUBTOTAL NON-POOLED CASH	DEP-WELLS FARGO	-											
		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 5,843,522.30	\$ 332,446.32	\$ 465,080.85	\$ 250,607.78	\$ 3,145,645.71	\$ 80,961.79	\$ (3,947.61)	\$ 493,529.42	\$ 283,917.44	\$ 623,925.03	\$ 62,755.46	\$ 108,600.11

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 7,205,393.90	\$ 2,495,254.68	\$ 1,003,600.84	\$ 158,109.49	\$ 3,548,428.89
RESTRICTED CASH		383,850.50				383,850.50
SUBTOTAL OF RESTRICTED CASH		\$ 383,850.50	\$ -	\$ -	\$ -	\$ 383,850.50
TOTAL POOLED CASH		\$ 7,589,244.40	\$ 2,495,254.68	\$ 1,003,600.84	\$ 158,109.49	\$ 3,932,279.39
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,589,244.40	\$ 2,495,254.68	\$ 1,003,600.84	\$ 158,109.49	\$ 3,932,279.39

**CITY OF LEESBURG
INVESTMENT REPORT
11/30/2021**

DESCRIPTION	BALANCE 11/30/2021
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$53,742,114
TD Bank - Savings	4,008,148
CenterState Bank - Savings	5,769,043
Centerstate Bank - CD	0
Synovus - CD	0
	\$63,519,305
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,773,885
FLCLASS	9,838,629
FLPRIME	5,987,976
	23,600,491
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	515,419
CHANDLER ASSET MANAGEMENT (SECURITIES)	41,495,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	42,495,000
TOTAL INVESTMENTS	130,130,215
MARKET ADJUSTMENT	122,698
TOTAL VALUE OF INVESTMENTS	<u><u>\$130,252,913</u></u>



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 9.A.

Meeting Date: January 24, 2022

From: Al Minner, (City Manager)

Subject: Confirmation of Airport Advisory Board appointees

Staff Recommendation:

Confirm Commission appointees on the Airport Advisory Board.

Analysis:

Commissioner Burry	Tweet Coleman
Commissioner Christian	Fred Griffin, Jr.
Commissioner Connell	Alan Reisman
Commissioner Robuck	Bryon Oldham
Mayor Pederson	Bo Wroten

Procurement Analysis:

Options:

Fiscal Impact:

Submission Date and Time: