

AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 25, 2022 5:30 PM

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS:

A. Professional Municipal Clerks Week

3. PRESENTATIONS:

A. 2021 PLANT OPERATIONS EXCELLENCE AWARD for The Plantation at Leesburg's Water Treatment Plant - Presented to Plant Staff

**B. Employee Service Award Recognitions:
(All Retirees)**

Sixteen Years: Jack Montaudo, Gas; and Dennis Workman, Finance

Twenty Years: Ken Thomas, Housing & Economic Development

Twenty-three Years: Leah Lang, Library

Thirty-three Years: Dave Thomas, Electric

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 28, 2022
2. Regular meeting held April 11, 2022

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for the installation of a new water main known as the Westside Drive Water Main Installation for an amount of \$676,127.71; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Office Use Agreement between the City of Leesburg and Lake Economic Area Development Corporation, for office space at Leesburg International Airport; and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with the Florida Department of Transportation, for the Customs & Border Protection Facility Rehabilitation project, to extend the end date of the Agreement to October 1, 2022; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to provide the Airport Manager of Leesburg International Airport, consent to sign non-monetary, grant related documents with the Florida Department of Transportation; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, ratifying the Collective Bargaining Agreement Wage Opener with the International Association of Fire Fighters (IAFF) Local 2957; and providing an effective date.

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, establishing the Lake Harris Community Development District pursuant to Chapter 190, Florida Statutes; providing for authority and power of the district; establishing the District; providing for the Board of Supervisors of the district; providing for the district budget; providing for functions of the district; providing for miscellaneous provisions; and providing an effective date. (Lake Harris CDD)**
- 2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 71 +/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 06, Township 21 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 (Lakeco AX).**
- 3. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 71 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco LGCP)**
- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 71 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for single-family residential development for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco PUD)**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Ratifying the establishment of The Villages Community Development District No. 14 (District) pursuant to Ordinance No. 21-30 and the Boundary Amendment of the District pursuant to Ordinance No. 22-10; affirming and certifying the establishment of the District, the external boundaries of the District, the**

initial members of the Board of Supervisors, the name of the District, the location of water and sewer connections, the time table and cost estimates, and the statement of estimated regulatory costs; providing for conflicts; providing for severability; and providing for an effective date.

2. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been 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 2; and providing an effective date. (Schoolview AX)
3. An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)
4. An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

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 February 2022

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

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

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



2021 PLANT OPERATIONS EXCELLENCE AWARD

In furtherance of the Florida Department of Environmental Protection's goal of ensuring safe drinking water for all people in Florida, this certificate is hereby awarded to

The Plantation at Leesburg

In recognition of outstanding operation through dedicated professionalism.

Awarded at the 2022 Focus on Change seminar series event held in Ocala, Florida.

Presented this 17th Day of March 2022

A handwritten signature in black ink, appearing to read "ML", followed by a horizontal line.

Michael Lynch, Director, Division of Water Resource Management

**AGENDA MINUTES
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, MARCH 28, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, March 28, 2022, at the Venetian Center. Mayor Pederson called the meeting to order at 5:39 p.m. with the following members present:

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

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

INVOCATION

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

Mayor Pederson informed the public that items 3.B.2 and 5.C.3 had been pulled from tonight's agenda.

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

2. PROCLAMATIONS:

A. March 2022 Florida Bicycle Month

Mayor Pederson read the proclamation declaring March 2022 as Florida Bicycle Month.

B. April 2022 Water Conservation Month

Mayor Pederson read the proclamation declaring April 2022 as Water Conservation month for the City of Leesburg. Public Works Director, Cliff Kelsey, accepted the proclamation.

C. National Library Week April 3-9

Mayor Pederson read a proclamation declaring April 3rd through April 9th as National Library Week.

Leesburg's Library Director Lucy Gangone, Carolyn Pasquale, Vice-Chair, Library Advisory Board, and Lori Koechlein, Vice-President, Friends of the Library were present and accepted the proclamation.

3. PRESENTATIONS:

A. Employee Service Award Recognitions:

Five Years: Kevin Edwards, Police

Twenty Years: John Sommersdorf, Police

Twenty-five Years: Robert Hicks, Police and Scott Mack, Police

Twenty-nine Years: Gary Barrett, Police (Retirement)

Thirty Years: Kim Stewart, Police (Retirement)

Thirty-two Years: George Whittaker, Police (Retirement)

HRD Arriaga and **CM Minner** presented each employee with service awards in recognition of their years of service. They also recognized those retiring from the police department at the end of the month. **Mayor Pederson** thanked all the officers for their years of service to the city.

B. Main Street Complete Streets Design Update

This item was pulled from the agenda.

C. September 30, 2021 CAFR Review by MSL

Finance Director (FD) Williams, introduced Joel Knopp. Mr. Knopp is a partner with MSL CPA's & Auditors and is in attendance tonight to present the audit report.

Joel Knopp stated it was a pleasure to be here to go over the highlights of the audit and the results. There was a separate letter provided as part of the audit that went through some of their required communications. Referring to slides, he pointed out that under their required communications, if there were significant issues that they came across in the audit as far as a lack of cooperation from the city staff or any disagreements as it relates to the accounting treatments of items, they would be reported, but they received full cooperation. They received management representation as a conclusion of the audit that they provided with everything they requested. Jim Williams, Finance Director, was the individual assigned to oversee their services. Covering their reports, they audit a variety of areas of the city and, under particular standards, they look at internal controls. They are looking at compliance with contracts and grant agreements. The main report which you would find at the front of the document is their opinion on the financial statements as to whether the numbers are fairly presented and in accordance with generally accepted accounting principles, they gave an unmodified opinion, which means that the numbers are presented that way and that is a clean opinion. The last report on this slide is one related to internal controls over financial reporting and compliance and this is required by government audit standards, which every Florida municipality has to undergo this type of audit. There were no internal control findings and no compliance findings were identified. This is a good test and a good result for showing that the city maintains effective internal controls throughout the year. This is not something that you can makeup for at the end of the year when we come and do the audit, you have to maintain these types of controls consistently and the city has done that. With the city's major grants, which are for fiscal year

2021, the aviation related grants, as well as the Cares Act, they looked specifically at those grant dollars that were spent and the specific expenditures, as well as the controls over those expenditures. Those they call a deep dive into those types of grants and that was also an unmodified opinion and there were no control findings or compliance findings identified. The last two reports relate to the Florida Auditor General Rules and it is a report on investment compliance as well as a variety of other topics that the auditor general requires to be included and these were also clean reports with no findings.

With the general financial highlights, he pointed out that in governmental activities, the total assets deferred outflows were one hundred twenty seven million. The total liability is seventy-five million. The unrestricted net position did decrease from fiscal year 2020 and most of that relates to the long term other post-employment benefits liability that the city has to incur related to retiree health care benefits. The business type activities showed a continued improvement in the unrestricted net position of the equity. As you can see the un-restricting of that position, its percentage of total expenses was almost seventy-five percent. That is a very healthy equity number for the business type activities which are the enterprise funds of the city. The overall change in that position for both governmental and business type activities was positive for fiscal year 2021.

In the General Fund, he pointed out the ending fund balance and the unassigned fund balance, in particular, which is the discretionary fund balance of the city that stayed very stable at ten point nine million at the end of the year, which was almost forty percent of total expenditures and transfers out. Again, that is a good matrix of liquidity for the city. You would want to see it at around twenty to twenty-five percent, so the fact that you are at almost forty is a very healthy number. With the budget compliance for the general fund specifically, revenues were less than budget and this was primarily due to the American Rescue Plan dollars that will not be recognized until they are spent in fiscal year 2022 and forward. That also correlates to the savings over budget as it relates to expenditures which were less than budget by three point nine million. A positive budget variance of one point eight million for fiscal year 2021. A good result for the city for fiscal year 2021. He extended his gratitude to the finance director and his staff for all the assistance they received through the audit. It is a job well done as it relates to the conclusions they obtained.

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 offered.

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

Commissioner Christian moved to adopt the Consent Agenda as presented and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held March 14, 2022**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a contract amendment with Brightview Landscape Services, Inc. for landscape maintenance services along highway right of way where maintenance is the responsibility of the City, renewing the Agreement and accepting a cost adjustment; and providing an effective date.**

ADOPTED RESOLUTION 11,050

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Greg Brown Painting, LLC for on call painting services at fixed unit prices; and providing an effective date.**

ADOPTED RESOLUTION 11,051

C. RESOLUTIONS

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute the Fifth (5th) Amendment to T-Mobile USA, Inc., Lease agreement with the addition of a back-up generator at the City's Water Tower facility at the Lake Square Mall; and providing an effective date.**

ADOPTED RESOLUTION 11,052

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg and 9020AB, LLC, for the property located at 32746 Echo Drive, Leesburg, Florida, 34788, at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 11,053

3. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to designate a preferred design concept for the East and West Main Street Complete Streets Concept Development Project; and providing an effective date.**

This item was pulled from the agenda.

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Lake Griffin Reserve, a subdivision of the City of Leesburg, Florida, being a portion of Sections 19 and 30, Township 19 South, Range 25 East, and Section 24, Township 19 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. (Lake Griffin Reserve)**

ADOPTED RESOLUTION 11,054

5. **Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a plat for Lake Griffin Reserve - Phase 2, a subdivision of the City of Leesburg, Florida, being a portion of Sections 19 and 30, Township 19 South, Range 25 East, and Section 24, Township 19 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. (Lake Griffin Reserve - Phase 2)**

ADOPTED RESOLUTION 11,055

6. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment to the**

Florida Gas Transmission FTS-1 Contract to provide Natural Gas transportation services; and providing an effective date.

ADOPTED RESOLUTION 11,056

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

A. SECOND READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 18.5 +/- acres; and being generally located south of U.S. Highway 441 and east of Sunnyside Drive, lying in Section 33, Township 19 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 1; and providing an effective date. (Sunnyside Subdivision AX)**

DENIED ORDINANCE 22-07

CA Watson advised the mayor and commission that their firm has a conflict on these three particular items, so they made arrangements for Lindsay Holt, of Crawford, Modica & Holt, to provide legal advice and counsel to the City Commission to the extent necessary on these items. If it is okay, he would like to switch chairs and invite Attorney Holt to come up. **Mayor Pederson** stated that it would be perfectly fine and thanked him for notifying them.

Commissioner Burry 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.

Commissioner Burry reminded everyone that a year and three months ago this same item was on the agenda for the City Commission and the vote that night was for the property to be brought into the city and the comp plan to be changed, but the PUD was turned down and then there was a reversal on the property and it was moved back out of the city. He does not want to talk about item three yet, but he is not for item one because of his position on item three. He will be voting no on that. **Mayor Pederson** chimed in that he would not be supporting this either. **Commissioner Connell** asked if the eighteen and a

half acres were part of the one thirty-nine acres that would be coming up.

Brent Spain, Theriaque & Spain, 1809 Edgewater Drive, Orlando, on behalf of the applicant addressed the commissioner's question about whether the eighteen and a half acres were part of the overall one hundred and thirty-nine acres. Yes. Also, they are asking if the Commission would support the staff's recommendation of approval for the annexation and they are asking for their support. **Mayor Pederson** said when mentioning staff support, he noted that the planning commission had a seven to zero vote against this development.

The roll call vote was:

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

One yea, three nays, the Commission denied the ordinance.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 18.5 +/- acres from Lake County Rural to City of Leesburg Estate, for a property generally located south of U.S. Highway 441 and east of Sunnyside Drive as legally described in Section 33, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Sunnyside Landing)**

DENIED ORDINANCE 22-08

Commissioner Burry 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. There were none.

The roll call vote was:

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

One yea, three nays, the Commission denied the ordinance.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 139 +/- acres from Lake County R-1 (Rural Residential) to City PUD (Planned Unit Development) to allow for a single-family residential subdivision for a property generally located south of U.S. Highway 441 and east of Sunnyside Drive, as legally described in Section 33, Township 19 South, Range 25 East, Lake County, Florida; and**

providing an effective date. (Sunnyside Landing PUD)

DENIED ORDINANCE 22-09

Commissioner Burry 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.

Commissioner Burry wanted to make a few points on why he is opposed to this particular PUD. As he said before, this land was brought up for a PUD on December 21, 2020 and it was denied that night. That PUD was for one hundred and fifty-nine units. This PUD is requesting one hundred and sixty-four units. Some of the rationale for why that PUD was turned down was the first and foremost thing; the roads are substandard. There have been no substantial improvements to the roads and we already have a tremendous amount of traffic in that area. The second thing is that in 2004 there was an agreement between the City, the County, and the Sunnyside property owners and the intent of that agreement was that from the three-way stop at Sunnyside going from the west to the east, that portion of Sunnyside would bisect the northern section of dense development and the southern section would be reserved for larger estate development. This particular development is on the south side and it is more dense than what was agreed upon in that agreement. The third thing is that Sunnyside is a historically rural peninsula that is outside the current high density development corridors, like Highway 44 to the northeast, down US-27 and SR-33 to the south. We need to reserve some places for larger, nicer development. The fourth item Mayor Pederson pointed out is that the planning commission voted 7-0 to turn this down. **Mayor Pederson** commented that his issue with this development is the roads. The roads just do not support this much development. He knows at one point he heard the developer talking about improving the roads around the development, but this troubles him looking at the roads from the development all the way out to the major thoroughfares and highways. He wanted to explain why he is against this development.

Brent Spain, Theriaque & Spain, Orlando, stated he appreciates the opportunity to appear before the Commission on behalf of the applicant. They do have a PowerPoint presentation he would like to walk through for the record. Before proceeding, there were a couple of housekeeping matters to keep the record clear. He introduced the agenda packet into the record, which included the planning department's entire file. He then asked that a copy of the PowerPoint presentation be introduced into the record along with a copy of Greg Beliveau's professional resume.

Before beginning, he wanted to hit a couple of the bullet points that are moot because the last time they were before the commission in December 2020 the matters were heard together. The first point is distinguishing between the annexation and the plan amendment, which the Commission just voted on along with the PUD. There are legislative decisions and quasi-judicial decisions. The first two decisions tonight that were voted on were legislative. They were subject to a different legal standard. Then we have the site specific rezoning, which is the third bullet point. An example of that would be a PUD or a site plan and those are what is called quasi-judicial zoning decisions. Those decisions must be based on "competent substantial evidence." The applicant will have the initial burden of demonstrating through competent substantial evidence that its request complies with the local government's adopted code criteria. The adopted code criteria is important because during these hearings you will hear a lot of varying, passionate testimony from folks. However, at the end of the day, it all comes down to whether or not the applicant has met the published criteria. One thing that constitutes competent substantial evidence

under Florida Law is the staff report. There was a staff report provided this evening by the planning department and in that staff report the professional land use recommendation by the Planning and Zoning Manager was for the approval of the PUD and that this is consistent with the city's comprehensive plan and the city's land development code. Now, what is not competent substantial evidence, generalized statements of opposition, something to the effect of "we just do not want this or we just do not think this is a good idea". He does not envy the position of the Commission tonight, especially with a room full of individuals. It is a difficult place to find yourselves when you have to make these types of decisions because they are not popularity polls. However, it comes down to the matter of the objective code criteria where technical expertise is required. The mayor mentioned the roads and the capacity of the roads. Traffic is an issue where expert testimony is generally required, as well as allegations of reduction in property values. Referring to a slide, he pointed out in the third bullet point, there is a quote from an appeal decision where the court indicated that lay witness speculations about traffic problems, light noise and property value reduction along with other unfavorable impacts are not competent substantial evidence under Florida Law. So, just to reiterate that the criteria they have to base their decision on tonight is the published criteria. He believes Commissioner Burry mentioned the Sunnyside Task Report. Referring to a slide, he stated that the previous City Attorney, Fred Morrison, had previously opined that the study report was never formally adopted by the City. That it was not adopted into the City's comprehensive plan and, in contrast to Lake County, who specifically incorporated that into their comprehensive plan, the City did not incorporate it into its land development code either. That City Attorney, Fred Morrison, opined that a study report which a prior commission did "quote on quote" approved by resolution is not binding on this current commission. In fact, the history of this property sort of bares that there used to be a PUD on this site and it was approved subsequent to that Sunnyside Report. He introduced Greg Beliveau and tendered his resume for the record. He asked that this Commission accept him as an expert in land use and land use planning.

City Attorney (CA) Holt, interjected and said that because we are moving into the quasi-judicial portion of the hearing, she would need to swear everyone in. She apologized if she was shaking up the typical proceeding of the meeting. She asked anyone who would be presenting information to the Commission to stand so she could swear them in. She instructed the public that if they came to the podium as part of the public comments, they would need to state their name and address for the record before making any comments to the Commission. As far as the question about an expert, she does not have a deep knowledge of the city, but she would prefer that he make a brief presentation to the Commission on what the intended witness qualifications are as an expert. He can then ask the Commission whether they would accept that testimony as expert testimony.

Attorney Spain replied that he would be happy to do so and he thanked her for the clarification. First he wanted to clarify a comment from Commissioner Burry that this proposal has more units than the proposal that came before the commission in December 2020. Several months ago, his client submitted a revised plan which reduced the units. It is the exact same number as the prior plan and that is one hundred and fifty-nine units. The major difference being that, in light of the citizens' concerns from December 2020 about the part of the project on the east side of Sunnyside Drive, they reduced that to only four lots. So, with the Commission's denial of the annexation and without the plan amendment, instead of having one hundred and fifty-nine units, the overall unit count was reduced to one hundred and fifty-five units. That is the current proposed unit count for the west side of Sunnyside Drive. He then instructed Mr. Beliveau to provide his qualifications for being an expert witness and asked to tender Mr. Beliveau as an expert in urban planning and land use. **Mayor Pederson** replied that it would be fine.

Greg Beliveau, LPG Urban & Regional Planners, Inc., stated the site in question was one hundred and thirty-nine acres, but it had been reduced down to one hundred and twenty acres on the west side of

Sunnyside Drive. It is currently existing as an existing land use and has been since 2005. Referring to a slide, he pointed out the green portion is estates, which allow up to four units per acre. The other portion of the property is conservation and it does not allow for density. The property on the east side is no longer valid, so he will ignore that portion of the exhibit. The property currently holds a PUD designation for zoning. However, that existing PUD zoning is no longer valid. He showed the revised PUD that was submitted a few months ago that had the revised number. It showed the four lots on the eighteen acres, which were equivalent to one of the five future land uses. They did that out of respect for the comments they heard originally, but that it is no longer part of the package. Therefore, they are now looking at the one hundred and fifty-five lots on the parent track. With the one hundred and fifty five lots on the parent track, they have eighty upland acres and one hundred and twenty total acres. They tried to be very precise in the PUD concept plan outlining the uplands and the wetlands. They actually exceed all other PUD's that they have processed from their shop when it comes to useable uplands. They have twenty-four-point five acres of useable uplands for this project and that is why the units are clustered. That is why you will see other green areas that are useable by the residents for recreational purposes. They also included very large buffers for the adjacent property owners in recognition that they are their neighbors and they wanted to be good neighbors. For the lot splits, they have fifties, sixties and eighties. Forty-five percent will be eighty-foot wide lots, they have forty-three percent at fifty and twelve percent at sixty. They also put the larger lots along Sunnyside Drive. He showed examples of the total site with the buffers. The buffered areas they felt were something important to imitate against the adjacent property owners and they also provided open space. They have a few lots that abut the adjacent property owners. There are a handful that abut the two houses and there would be over three hundred feet between the new homes and the existing homes. It would be the same on the south side. They have lots with large open space between those lots and the houses on the south side. There is three hundred and seventy-five feet between the closest house and the other house and there is all open space. They have, over two-point-four acres of open space between those homes and the other houses. In the south they have a water retention area and they only have a few lots between the open space to the south and the old grove.

On the environmental report, they brought with them Jessica from Stillwater, who prepared that report. They actually went onsite and they received several comments from their neighbors as to what they had out there and some of them were very interesting. There were several discussions about how many eagles were out there and it appears they have the entire southeastern eagle population residing on this property. However, they did find out that in actuality they did not have an active eagle site from the last check. There was one there previously which was registered, but there is not one there now. They do have gopher tortoises, but basically every site you develop nowadays has gopher tortoises. The report does state that they would have to do a sand skink analysis in the spring time before the site is developed.

With the traffic study, the initial traffic study was done in 2019 and it was found that they did not have a problem with their level of service. That Sunnyside and Sleepy Hollow could handle that traffic. However, there were some things that had to be done at the intersection. This traffic study was based on the original site plan. It was based on the two hundred and nineteen houses which was the original design that Dr. Coe wanted. Since that time, they decided to do an updated traffic study. That study found that between two traffic stations, Sleepy Hollow and Sunnyside, there was a slight increase from the 2019 traffic count. At the third traffic station there was a decrease in the traffic count. They were kind of surprised to see that it was fifteen twenty-three. That was a decrease from the number in 2019, which was about sixteen hundred. When doing a traffic analysis based on two hundred and nineteen units and then you decrease it to one hundred and fifty-nine units, the average daily trips decrease by five hundred and sixty-six. When decreasing trips, you have a slight increase in the count. That more than balances out into a lesser impact on the traffic between Sunnyside and Sleepy Hollow.

Referring to a slide, he pointed out that the 2021 traffic volumes show there are four hundred and nineteen available traffic counts on Sleepy Hollow from US 441. On Sunnyside Drive, from Main Street,

they have five hundred and seventy, and on the other Sunnyside Drive, from Sleepy Hollow, they have six hundred and four available. Then they carried over the future traffic volumes and capacities looking at the am and pm traffic volume, as well as future road volumes with this project included. That still showed a valuable capacity on Sleepy Hollow of two hundred and eighty three, Sunnyside Drive showed three hundred and seventy and the other Sunnyside Drive showed a traffic count going down to four hundred and ninety-four trips. So, there is plenty of capacity on Sunnyside Drive and Sleepy Hollow for their project to be included.

He went on to provide a slide of the resolution regarding the density in the Sunnyside Study Area that was passed. He stated that everyone seems to blame the previous City Manager, Ron Stock, for including the last additional sentence in that resolution, because it is a catch-all phrase that allows the City Commission to do whatever it wants to do in the Sunnyside area. Based on that sentence of the resolution, he provided the opinion of the previous City Attorney, Fred Morrison, where he explained in a proviso "except as otherwise determined by the City Commission and they passed for the first PUD (Planned Unit Development); there is a substantial body of law to the effect that a municipality cannot bind their police power." That was an excerpt from a Planning Commission meeting in August of 2020. Then, in December 2020, at the City Commission meeting, he basically gave the same opinion to the City Commission. He responded by referring to the Sunnyside Task Force. "In his opinion, it is essentially the same as it was the last time it was implemented by way of resolution. This Commission has the authority, notwithstanding the Task Force report, to approve this if that is the desire of the Commission." In other words, it was up to the Commission if they wanted to pass it or not, regardless of the Task Force report.

With Sunnyside, they have been informed that the area is rural in character, that there is a land use pattern that is strictly all five acre tracks or better. There has been a trend in the Sunnyside area for over thirty to forty years of past subdivisions that exist south of Sunnyside Drive. Referring to a slide, he pointed out several different subdivisions that they are told do not count because they have been there for way too long. However, these subdivisions do exist, they have existed. They have preexisting homes and some still have vacant lots in them. These vacant lots are still available for people to purchase and to get building permits. These subdivisions are equal to one unit per acre or greater than one unit per acre in density. He stated that these subdivisions do in fact exist. Referring to the slide, he showed the area outlined in red that is the proposed development. The green circles to the south and north are the subdivisions that predate them. They exist so you cannot ignore them, there is a pattern of development that exists in the Sunnyside area. Referring to another slide, he pointed out that the green area is wetlands. That is to show that there are constraints to the development in that area. He showed that when you take out the wetlands, and look at where the preexisting subdivisions exist, you can see where they basically developed where the uplands existed and intermingled where the wetlands are. Therefore, we can see there are development patterns that occurred in the Sunnyside area which predate this Task Force and in a large degree predate a lot of things that were basically planning driven. One of the complaints he heard was that their lots are not fifty feet wide nor are they sixty feet wide. He is not looking for fifty or sixty-foot wide lots. He was looking at density. When looking at density, he was looking to see what the average density was for all these subdivisions. When you focus in on these areas and you look at the number of lots that are in these subdivisions, you can see the pattern and there are in fact subdivisions that are either at or close to one unit per acre or slightly over one unit per acre. There is one just west of the property line. It is part of a subdivision that was vacated and the west half still exists. The west half of it is now vacated. The east half is developed at two-point-two units per acre, and it is at the southwest end of Sunnyside Drive.

When it comes to employment, they received information from the Urban Land Institute about who actually lives and works in Leesburg. Referring to a slide, Mr. Beliveau stated that the statistics show twenty-seven percent of Leesburg's workforce is in the professional category and seventy-three percent

are in healthcare, education and services. Going further, about thirty-six percent of the workforce commutes each day into the city. That means they are commuting roughly thirty minutes to an hour every day just to get to work. The employment that occurs here in Leesburg, means that we have more jobs than we have people that live here. That is a good thing, but we also need to consider that we have a large employment center and not have enough people to feed that employment center. They have to drive in to get here. That means we have a need for housing. The thing is, the people that have the types of jobs that are being created are in the seventy-three percent category, not in the twenty-seven percent category. He wishes we could build a subdivision that would address the five hundred thousand, six hundred thousand and million dollar homes, but that is not what the housing market is in Leesburg. He wished it was because Dr. Coe would build it for them, but that is not what is really needed in the housing market in Leesburg.

Attorney Spain stated to conclude their initial presentation they would ask to reserve time for rebuttal to public comments. They respectfully ask that the Commission approve the PUD with the stipulation and condition that it not include the property to the east of Sunnyside Drive in light of the Commission's earlier vote that would reduce the lot count to one hundred and fifty-five. They respectfully submit, based on their presentation, the city staff report, the agenda packet, the PUD that is consistent with the city's comprehensive plan and the city's land development code. It is also compatible with the surrounding pattern of development. As Mr. Beliveau indicated the road capacity is there and the traffic study evaluated greater impacts than what this project would have on it. Plus, you have to put into account the lower number of units they will now have. They even went a step further and updated all the traffic numbers and it still demonstrated that there would be adequate capacity on the roadways. Again, he is ready to answer any questions the Commission may have and he does ask for some rebuttal time.

Commissioner Burry asked with regards to those neighborhoods that were pointed out with the density. How many of those are actually in the city limits of Leesburg? **Mr. Beliveau** responded that he believes there were two. **Commissioner Burry** asked which ones. **Mr. Beliveau** replied that he believes one of them is the Meadows at Sunnyside and that may be the only one. All the other ones predate any of the rules and regulations, but they do exist. They are there and they do establish a pattern.

Mayor Pederson stated that he had a couple questions. They referenced that the traffic is down from 2019 to 2020. **Mr. Beliveau** responded that one traffic station was down. **Mayor Pederson** asked if he could clarify that. **Mr. Beliveau** stated that one traffic station was down. Two were up and one was down. **Mayor Pederson** wondered if he knew the reasoning for that. **Mr. Beliveau** replied that the numbers dropped some from Covid, all the station counts went down with Covid. Then they started climbing again, but for some reason, the third traffic station, which is basically at the intersection of Sunnyside coming out from the south and Sunnyside coming in from the east, that station went down from sixteen something to fifteen something. Maybe the residents are driving up Tomato Hill or going up to Sleepy Hollow because those other stations only had a marginal increase in counts. That is what the numbers say by the county and that one station dropped. They have had surprises on other projects in other communities where they have done traffic counts and the numbers are not going up as fast as people thought they would be. For example, Cherry Lake Drive in Lady Lake and Rolling Acres, some of those are not going up as high as people presumed they would, but the numbers are numbers. **Mayor Pederson** said the basis of his question was that he suspected the numbers had gone down in 2020 due to Covid. So, it would be fair to say that we will see a steady increase at this point and it will continue to climb in 2021. **Mr. Beliveau** replied that the updated traffic study was done in 2021. **Mayor Pederson** responded that he thought the study was done in 2020, but he wanted to be clear on the impact of Covid. His other question, and for the benefit of the crowd, can you explain the width of the roads for people that would be traveling on them, starting from the subdivision. **Mr. Beliveau** responded that he had another handout that they would be going over during his rebuttal and that is when he would go through

that information. **Mayor Pederson** wanted to make sure that they would address the width of the road at that time. **Mr. Beliveau** answered yes, because there are some interesting trends about how the widths change and it sort of changes when it gets to their project.

Zachary Broome, Bowen & Schroth, 600 Jennings Ave, Eustis, stated he was retained by some of the local property owners. He wanted to address an issue that had been glossed over earlier as there was a legislative decision before the Commission on whether to annex eighteen acres, and it was denied. One of the things that came forward was that there would be fewer units. He wanted to point out that there are also eighteen fewer acres. The reason that is relevant is that they had reduced the plan to four units on the eighteen acres. When we talk about the density of this project, they took it from one hundred and fifty-five or one hundred and sixty units on that total acreage to one hundred and twenty, so that raised the gross and net density for this project. The gross and net density is very relevant because he heard there were only eighty acres of upland buildable property, which means you are talking about close to two units per acre. Where without a PUD, they would not have the lawful ability to build in what he assumes are jurisdictional wetlands. The reason that is relevant and he cited Leesburg city code, Section 25-274, a planned unit development relies on the underlining zoning district to establish basic development rights including permitted uses, permitted density and permitted intensity. That is just as relevant as the resolution about the Sunnyside Task Force, which included the proviso about changing things and the provision about how they did not submit something. It is under the same resolution which explicitly says that when staff are reviewing a development application they have to take into account the Sunnyside Task Force and render that staff report that they relied upon in saying there is competent substantial evidence. If the commission were to vote and withdraw or cancel that resolution, that would be perfectly fine. However, it is his understanding that it has never happened, so that application before the Commission tonight and the staff report did not take that into consideration.

Going back to the PUD and the annexation of the property. That was done explicitly in the ordinance of annexation. The annexation of the one hundred and twenty acres that we are here for tonight was explicitly subject to the planned unit development conditions that the city imposed back in 2005, which was on the instrument that the previous City Attorney, Morrison, prepared and recorded in OR Book 3059, Page 2133, and it explicitly incorporates the PUD conditions. If you go to that exhibit, the PUD conditions lay out that the residential development of the project being annexed would be a maximum of one hundred and twenty units at a gross density of one unit per acre and a net density of one-point-seven units per acre. They are here saying that their underlining zoning for this PUD application is PUD, but that same PUD explicitly lays out that the density and intensities that inform the review of the current application has a much lower density and intensity than what they are proposing. The document also talks about if they fail to get that PUD implemented within twenty-four months, that default falls back to estate. Again, a much lower density than they are currently asking for tonight. He believes there was testimony about what rural estate would be in the city limits and that there is not a higher density than one to one. The applicant is way over that in gross and net. There was discussion about the width of the lots. The reason for a PUD is not analyzing it like a vacuum and it is not what the applicant feels like. It is still tied back to the underlying standard and what the underlining intensity is in Rural Estate (RE-1), which is what their PUD would default to under the 2005 PUD, the lot width would be one hundred feet and the lot depth would be one hundred and fifty feet. Even if you go down to R-1A, that is seventy by one hundred. You would have to go straight into R-1 to get fifty by ninety, with these lot widths and lot uses. This PUD is not, and that is very important for this consideration. A PUD is not whatever the developer feels like. It has to be tied back to something and its current underlying zoning, the PUD has a much lower intensity and a much lower density than what they are asking for tonight. Even if you were to say that the PUD expired, or that PUD language was said as part of the annexation, if this PUD expires we will go back to the rural estate. When hearing all the facts and the figures and the evidence or testimony of an expert witness, you have to tie it back to what your own code requires for a project like

this. What you heard from their expert was that with the one hundred and twenty acres they are asking to develop only eighty acres of the uplands. They are asking to be clear for one hundred and fifty units on eighty buildable acres. That is not consistent with the current code. It is not consistent with the PUD that was passed, which is the underlining zoning, and it was not consistent with their annexation. Leaving aside the commission's ability to just ignore the resolution approving the Sunnyside Task Force. Staff should have reviewed the Sunnyside Task Force density traffic studies when rendering a staff report on this project. Now for what we are for tonight, the eighteen acres is gone. That was not annexed, so it was not included here. They are now left with one hundred and twenty acres. They are asking for almost two units per acre, net density. The road issue goes to your own concurrency. A lot of jurisdictions allow you to simply deal with the roads later and we have heard before about kicking the can on other projects. They cannot do that here. Concurrency has to be met in order for you to approve this PUD. There were a lot of numbers thrown up, but it sounded like he said there were a five hundred and sixty-six estimated additional trips. He was curious how there were four hundred remaining trips on one traffic study, but by 2024 that number goes up even with the addition of the five hundred and sixty-six. For him, it sounded like five hundred and sixty-six trips and there were only four hundred and forty left. That sounds like there are more trips than the traffic concurrency would allow. Maybe he did not read the slide right and going back to the big picture, what they applied for was consistent with the code. A PUD is not whatever you want it to be. It has to be consistent with the code and based on what they have presented, theirs is not. Unless you throw out the PUD, they are here under the annexation ordinance. They are here under the entire history of the property and that is not appropriate.

Murray Tucker, 6839 Tuskawilla, Leesburg, asked if there was a traffic engineer. **Mr.**

Beliveau responded that there was not one present. **Mr. Tucker** replied that makes it a little hard to argue because the review stated there were six hundred and seventy-five trips an hour and that meant there would be one car every five point three-three seconds. He believes everyone has been to this property so they are aware of the two blind s-curves and the blind hill. There is also an area where you can only see about one hundred feet, so if there is a car coming up the hill on the other side of the road, that part of the road is less than fifteen feet wide with concrete curbing on each side. He was curious if that had been taken into consideration when that traffic study was done. Also, he did not see anything about house sizes. He wanted to know if they were still proposing fifty-foot lot sizes and sixteen hundred square foot homes. **PZD Miller** agreed. **Mr. Tucker** wanted to clarify if sixteen hundred square feet was under the roof and if it was heated and air-conditioned? **PZD Miller** replied heat and air conditioning.

Mr. Tucker commented that a few of the comps that were brought up were getting into a blurry area when referring to density. Their biggest challenge has been that this is not a consistent subdivision with surrounding areas. A couple of the comps provided were the Estates of Sunnyside and Arbormere. He asked if they knew how many fifty-foot lots there are in Arbormere. None. They range from half an acre to point seventy-seven acres and this was the last development right before the Task Force and they still decided to go with the larger lots. The Meadows of Sunnyside are from point seven acres to one point two-five acres. Not a single fifty-foot lot anywhere. He mentioned that he had brought a PowerPoint with him if the Commission would like him to go over it. **Mayor Pederson** replied that he could just proceed. **Mr. Murry** continued going to the north, they have Sunnyridge Court and those lots are all over one acre. Those homes are deed restricted between twenty three hundred and three thousand square feet-heat/air minimum size. The Estates of Sunnyside to the north are all five acre lots, deed restricted to thirty-eight hundred square feet homes with heat and air conditioning. Arbormere has half an acre to a little more than three quarter acre lots and the Meadows is three quarters to one and a quarter acre lots. Even in Shady Dells, which was platted back in the 1920's, there is not a fifty-foot lot. That has been their biggest issue with this is that a fifty-foot lot subdivision does not fit into this area. Putting that many houses in here just does not fit. He does not care, but you are not going to put six hundred and seventy-five cars on that road and not kill someone. You have less than one hundred feet of vision going in a lot

of directions. If you go around the corner and someone is on a bike or if someone is walking, they are going to get hit. Approving this is putting someone's life in danger and that is just common sense. If he saw someone staggering on the road to their car and if he did not call or do something about it and they hurt someone's family, he would not be able to live with himself. He is asking the commission to do the same for him. Please do not put them in a predicament or a position where they are going to get someone hurt. He has made a note of appearing and he has a PowerPoint. If required, he would be happy to come back and go over more of this stuff, but he thinks the commission gets the gist. He would like to get this meeting going.

Attorney Spain stated by point of order that this is a quasi-judicial hearing and it can be confirmed by the city attorney, but he would like to question Mr. Tucker. **CA Holt** said that she had no objections to him cross examining the witness. She thought it was appropriate as it is quasi-judicial. **Attorney Spain** questioned Mr. Tucker stating that he gave testimony regarding transportation. He asked if he recalled his testimony. **Mr. Tucker** replied yes. **Attorney Spain** asked if he was a transportation engineer. **Mr. Tucker** said no, that is why he asked if there was one present, but there was not. **Attorney Spain** then asked if he had any formal training in transportation engineering. **Mr. Tucker** said no. **Attorney Spain** questioned if he was a land use planner or had any professional training in land use planning. **Mr. Tucker** replied no. **Attorney Spain** stated that he had no further questions. **Mr. Tucker** said that if he could rebut that he had been watching a lot of this. He saw how a lot of this got started. When the last big project came through with the Number 2 Road project, the traffic engineer was there, the planner was there and the actual developer was there. When it went through planning and zoning, they raised questions and their people were right there to answer and change things. They talked with the property owners and they got it done. It was changed several times. When it came in front of the commission you did not like some things. They met with the people on Number 2 Road and everyone was there. The same thing with the Ostrander/Robuck PUD. Everyone was there to talk to. They said they did not like it, it was too big, and they changed it. It's like the inmates of the asylum here. There is nobody here that can do anything to change anything. It is just like here is what you are getting and that is where their frustration is.

Mark Arney, 7393 Sunnyside, stated that he is not an expert, but believes his opinion counts since he resides right on the road between the two curves. Those curves are dangerous now and they have construction going on at a few of the houses further down Sunnyside. Literally, when you have big trucks come around that curve, and if you are not careful and you do not stop well ahead of them, they will come into your lane. In the morning you have a lot of people that are jogging and walking as was previously mentioned, and that is just an accident waiting to happen. One thing he wanted to make clear, as it has not been yet. Yes, along the periphery of the development, the roads will be improved. There will be gutters and there will be sidewalks. However, it ends where the development ends on both sides. So, what is that going to create? Bottlenecks on each side. One of the worst bottlenecks will be when you are going down hill just past Camp Horizon towards the crest. When you come down that turn on Sunnyside where it is almost like a one-lane road, there will most definitely be bottlenecks there. There will also be accidents, so that is something to take into consideration. He has been following this project for a long time, but the other parts of those roads, including that one-lane, are not planned to be improved. In fact, Lake County has pretty much made the statement that they are not going to improve them. That means you are going to have that bottleneck. For the record, when he testified before this commission last year, he left a bunch of documents that showed when you have a concept plan. That is what it is. It is a concept plan. That concept plan gives the petitioner a lot of latitude to make changes, so you may approve it then when you go to phase two or phase three. He does not have the exact numbers, but those homes go to fifty-foot lots as they have talked about, with a side lot size on each side of five feet that is only ten feet between the houses. That is right there in the documentation. The problem is you need a magnifying glass to read the fine print. He had to blow his way up and he had a pretty

sophisticated Adobe Photoshop program. He is of the opinion that this is a disaster waiting to happen.

James Littleton, 31620 Sun Valley Road, stated he resides on a private driveway, on the first curve and he cannot count how many cars have not made that curve. Last year there was one car that did not make it and it went fifty feet into the woods. It also took out Mr. Anderson's mailbox. Consider a schoolbus and a truss truck making that curve at the same time. One of them is not going to make it. Traffic and mixed in with equipment getting in and out is going to be a nightmare.

David Hedrick, 7146 Sunnyside Drive, stated he resides just down from that curve everyone is talking about. Just today, he almost hit a school bus coming around that curve. School buses have to come across the road. They have to go in both lanes and if you do not see that bus in time, it gets very close. The speech today was very good. They touched on a lot of good points, pulled on a few shirt strings on how they can get more people in Leesburg and help the community out. However, it all comes down to somebody making a profit and the people around that development are not making profits. We have to live there. He has been there a year and a half now and he has seen one development already go in and one going in now. He has been watching the habitat disappear. They watched one gentleman where they are putting in the development now put dirt back into the everglades. They actually watched him do it. He is actually removing the habitat and the animal stress out there is getting worse. They can see it around the neighborhood. You talk about only having one bald eagle to worry about. There should be about ten. We should not be getting rid of our habitat and losing our animals out there. You have a jewel out there and you want to make it a tight dense area so someone can make a profit. He does understand that presently in today's congress there is a bill that they are trying to sneak through as an attachment where they are trying to take the zoning out of the States' hands. The federal government now wants to do all the zoning for everybody. He hopes it does not pass and that it gets kicked out, but he is very fearful that this state will turn into another California, which is where he escaped from.

Ruthann Blom, 417 Sunnyside, said she has been following this project as long as they have been there. She has always asked for an independent traffic study. She realized that these gentlemen had the County do the last traffic study, but we still needed an independent traffic study. Anybody can say what they are prompted to say. She questions this traffic study. Period. She believes that either the Commission or the County, from what she has heard, avoid all feelings towards the roads. Someone should run an independent traffic study.

Attorney Spain stated that before Mr. Beliveau comes backup to address the traffic comments. He wanted to go through a few of the remarks made. The council for some of the neighbors made comments about density, and in this arena, depending on which jurisdiction you are in, it could be net density, gross acreage, or depending on how you calculate that you could get a different number. That gentleman kept saying net, but what he did not indicate was that the city calculates density based on gross acreage. The suggestion that we are somehow hiding the ball or doing something else inappropriate because the net density is going to be "x" and the code requires density to be calculated on the gross acreage, we are complying with that criteria. There were comments regarding the prior PUD from back in 2005. Throughout this process and back in 2020, City Attorney, Morrison, opined that the PUD was essentially irrelevant because it had expired. The only reason it is relevant is from a historical standpoint and the timing of its adoption shows that the Task Study Report is not binding on the Commission because the Commission that adopted that resolution was the same commission that approved that PUD. The same thing was done with the annexation agreement and that was referenced, which was fully performed. If you read it, it says they are not obligated to annex the property, but you did annex the property. The parent track is in the city. They are between a rock and a hard place because they are trying to be able to develop a site that is in the city and there are a lot of stringent requirements being imposed on his client, one of which is to run central water and sewer lines to the property, which is

extremely cost prohibitive. So, the suggestion that they should develop it all at one to three or one to five, he submits that there are no projects that he is aware of at one to three or one to five where the developer is running central water and sewer lines.

Regarding the density as a whole, he knows they are familiar with the Thousand Friends of Florida. He was involved in a highly contested project in Orange County where the Thousand Friends of Florida policy director testified that two dwelling units per acre were actually rural in character. That was coming from the Thousand Friends of Florida, which is a Steward of Smart Growth and the Protection of Rural Areas. There were remarks about the size of the lots in the PUD and there was a reference to the code about how you have to look at the underlying zoning district. The section that was referenced actually has to deal with planned development overlays. That reference relies upon the underlying zoning district to establish the basic development rights and they are a PUD planned development. The city's planner testified at the Planning and Zoning meeting and he could confirm that this evening and it is also in the minutes of the agenda packet. The same issue came up at the Planning and Zoning hearing and PZD Miller confirmed that there were no minimum lot size requirements as the neighborhood attorney indicated. The same thing goes with square footage. There was a mention about square footage and sixteen hundred square feet being not big enough for this area. He is not aware of any requirement in the code and maybe there is one imposing a square footage requirement in order to insure compatibility, but there are minimum square footage requirements in the PUD and they vary depending upon how big the lot. If it is a fifty-foot lot, sixty-foot or an eighty-foot lot, the square footage goes up, but again he was not aware of that being a published criterion. Frankly, depending on the end user of the house, there are many people who do not need a two thousand, twenty-eight or three thousand square foot house. He certainly does not need a four thousand square foot house. There is a strength in this city in having diversified housing options. Quite frankly, there is nothing wrong with a sixteen hundred square foot house.

There was a reference to someone making a profit. Well, everyone in this room would strive to make a profit on whatever they are doing. Whether they are working at a corner store or they are an attorney, a doctor, or a school teacher. Everyone that stood up at the beginning of this meeting during the pledge of allegiance is a founding principle that he would submit to this country, where, if you work hard and do your best, anything is possible in this country. So the suggestion that someone may make a profit off this is a bit misplaced. There was testimony regarding curves in the area and one of the huge wins of this project is that one of the curves borders this project. He could pull up a slide that shows it, but part of this project is that they are dedicating additional right of way in order to soften that curve. It would actually improve the situation that will not be improved in the absence of their client's contribution. Lastly, there was a remark about traffic studies. He knows that everyone is very familiar with this, but he does not go out and do the traffic studies. It is done by a licensed transportation engineer and then it is then submitted to the city or the county for review. In light of the fact that they are county roadways, nothing happened differently. In this instance, that traffic study was reviewed and it was signed off on. There were conditions in the proposed PUD regarding traffic improvements that they would have to make along their frontage and they are certainly agreeable to this. It will improve the situation out there. That, absent this development, as a resident indicated, it will not get improved. So it is a win-win, but the suggestion that the traffic study was flawed simply because a layperson does not agree with it or thinks an outside third party should look at it. One was done. They have a fiduciary duty. It was then sent to review at the city and county.

Mr. Beliveau handed out a packet to the commission which outlined photos taken from Sunnyside Drive where Sleepy Hollow intersects Sunnyside Drive. Referring to handouts, on the first slide it shows the view going east. As it progresses, going east, it shows several of the locations of what has been done. They do not have to be PUD's. They could be subdivisions, but what you will notice from his experience is that Sunnyside Drive is one of the better county roads he has encountered. Especially compared to

Number Two Road, or even some of the other county roads like in Minneola, Groveland or Mascotte. If you look at Sunnyside Drive, there is sixty-six feet of right of way. They have pavement widths and an actual striped center line. Honestly, there is a striped center line. If you were to drive around the county, there are a lot of county roads that do not have any striped center lines. You are blessed with a road that has a striped center line. The pavement conditions on Sunnyside are actually very good compared to some of the road conditions that he has seen around Lake County. Shawn Parks, of Oakland County, is even aware of how behind they are in maintaining county roads. This road is actually fair, it is in good condition compared to a lot of the other county roads out there. They are not as good as Sunnyside Drive. Going to the next slide, he showed Sunnyside going east.

Commissioner Burry questioned at the last meeting whether he remembers the county rating the roads. He wondered what Sunnyside's roads were rated. **Mr. Belliveau** said they do rate the roads, but he did not ask what they were rated for. He asked if they noticed which sections of Sunnyside Drive they had repaved. They repaved the eastern section just at the intersection of where both Sunnysides meet. They did the eastern loop and the southern loop. They got around the bottom and stopped. On the last slide, he thinks they will know why. He showed different segments of the road and their conditions, including the sight conditions. He showed the first curve and how it had a good line of sight going through. He pointed out how you would be able to see oncoming traffic from both directions. He then showed a slide for the second curve heading south where the road conditions and shoulders are not that frayed and are in a solid shape. Again, when you come to the second curve, you have a good line of sight in both directions. He showed a slide heading east towards their site and where the asphalt changes heading towards their site. The pavement stays consistent and you still have the center strip, but the coloring of the pavement changes. On the next slide, he pointed out the arrow that he drew in the lower right next to the right of way which showed the change in pavement texture. That is right at their property line. At this point, it gets narrower and the curve has absolutely no line of sight. You cannot see behind or around the curve. They have talked to the county about providing more right of way so that the curve could be less acute. They would like to make that curve bend more to the right so that the curve can be gradual, so that the curve line can actually be grounded. That way, when people come from the south, they can see around the curve better and the road can be improved. Referring to the last slide, he drew in two x's where the difference in the asphalt types are. Where the x are one at the top left, and then looking towards the right, just past the x in the lower right, that is the entire length of their property line. According to the conditions in the PUD and the conditions made by Lake County, they have to make improvements along that entire stretch of road in between those two x's. They are still under a requirement to donate right of way on the parent side of the one hundred and twenty acres. That is there and it shows in the records. It is also shown in the county records, so if approved, they are on the hook to improve Sunnyside in front of the parent track, including improvements to the entrance, the right turn lane, the entry feature coming in off Sunnyside and the softening of the curve. It would be equal to or better than the stretch of Sunnyside approaching the development from the west. There was a comment about a misconception of the number that was provided on the five hundred and sixty-six. The five hundred and sixty-six was a reduction, not an increase when you go from two hundred and nineteen units to one hundred and fifty-nine. They now have one hundred and fifty-five, so that does reduce traffic. Therefore, we will have less of an impact on Sunnyside and not more. There will be fewer trips than proposed before, so that is a given because we now have fewer units. That is one reason why we have more trips available to Sunnyside and Sleepy Hollow after the change from before. There were also discussions about density gross versus net, with one hundred and twenty acres. The gross density is one point two nine. It is not one-point-one as it was before. It bumped it to one point two nine if you use the eighty acres only. However, Leesburg has always used gross, they have never used net. In every PUD Leesburg has ever approved, at least all the ones he has seen, they have always approved gross. That is how it has always been done, so they would be at one-point-two-nine. Even if they used net, it would be one-point-nine, and it would still be under two. Another thing he found interesting was when he took all these Google pictures, there were only two cars on the road.

Commissioner Burry stated Mr. Beliveau made a comment that the roads were not frayed and asked if he could explain what he meant by that. **Mr. Beliveau** replied that if you look at Sunnyside Drive and the quality of the asphalt, you do not see that many cracks, nor do you see many potholes. The road is in pretty good condition.

Commissioner Burry said that he thought he meant how people drove on the grass. **Mr. Beliveau** commented that the shoulder is still in pretty good shape. If you look at the shoulder in front of Dr. Coe's property, the shoulder there is in very bad shape. **Commissioner Burry** stated that, as he understood it, the shoulders are really bad. When you start at picture number one, you can see where people are driving off the roads regardless. **Mr. Beliveau** remarked that these roads are not in bad shape. He suggested driving around the county and looking at the roads because these roads are in very good shape.

Mayor Pederson stated that earlier he questioned the width of the roads. Could he clarify the width of the roads that they are proposing for the development and the other roads that are in Sunnyside that they will be driving on? **Mr. Beliveau** responded that the roads they would be required to build would meet city specifications of fifty feet right of way within the PUD. That would have to meet city specifications. The overlay that they would have to meet is county specifications and the overlay would have to be ten or twelve feet of travel lanes with twenty-four feet of pavement. The existing pavement varies from what they could tell, anywhere from eighteen feet and seven inches to almost nineteen feet. **Mayor Pederson** remarked that he heard a lot of traffic numbers and asked if he could help him better understand the traffic numbers before and after this development? **Mr. Beliveau** said that the top volumes were before the project and the bottom chart was after the project. The top volume shows that Sleepy Hollow has an LOS adopted capacity of six hundred and seventy-five trips. It also shows in the adopted future 2024 that it has an available capacity of three hundred and twenty five, that is without this Sunnyside PUD. Looking at the next chart, it includes their project and if you go across to the available capacity after their project, it shows two hundred and eight three. That means after their project impacts on Sleepy Hollow, there would still be two hundred and eighty-three available trips on Sleepy Hollow. The same thing goes for Sunnyside Drive. There is a future volume available of five hundred and twenty seven after their development and three hundred and seventy. The third station, which was the one that had the reduction, there were five hundred and ninety-eight available and after the Sunnyside project there were four hundred and ninety-four available. That is what the report shows before and after the project. **Mayor Pederson** stated he was looking for two simple numbers. He wanted to know what the traffic was for today and what it would be in 2024. He wanted to be able to compare the two. **Mr. Beliveau** replied that the problem is that traffic studies are based on peak hours and not total volume. That is why you are seeing these numbers versus the total volume of two thousand and something versus their reduction in the number of five hundred and sixty-six. They do everything based on peak hours. Peak hours are evaluated in both directions, and that is why the math is the way it is. You always look at what capacity is available and if it is a plus or a minus. If it is a minus, that means you have blown the capacity and there is no capacity left. If the number is an accessible number, that means there is capacity available for the next project. Now they know that after their PUD, if it is approved, another project or the vacant lots can be developed without a problem because there is a level of service available for them to be built. That they have not hurt the road system from a level of service in a negative way. In other words, the county says when you get to six hundred and seventy-five cars, stop. You cannot add anymore cars to Sleepy Hollow Road. You have hit your maximum number of cars; you cannot go any further. The traffic study engineers run these models through computers that spit out the data that is then sent to other professionals to evaluate. They came up with these reports. They are then reviewed by the county, the city, even some MPO's and the Regional Planning Councils, but they are reviewed by other professionals who determine their validity.

Ms. Blom stated that was her point. They are taking this study based on what the petitioner is saying. They as residents need more clarity. It makes a difference between what algorithm you put in and what

criteria you put in to measure the study. In Sleepy Hollow, there is currently a new subdivision being built and was that traffic taken into consideration in this traffic study? She believes that they need an independent traffic study that encompasses the criteria that make the most sense for the existing Sunnyside residents, let alone the safety of the people that will be moving into the development, should it pass.

Attorney Spain added briefly in the remarks regarding the traffic study that they are not reinventing the wheel; this is an accepted practice. We have all seen this and the county, whether it is the county or the MPO, the city staff, there is a methodology that the traffic engineers have to submit and typically they do that in advance and the methodology gets signed off and handed in. He has done many projects and there is usually an issue with the traffic studies. Someone wants another intersection analyzed or if they think something is understated or overstated. The folks reviewing it are professionals. They would flag it. They do not have some vested interest in the project. That is their job. In the county or in the city, they are guardians of the local government. Again, there are people that think this is madness or fuzzy math, but there is a method to the madness and there are folks who are very highly skilled at doing this. They can see if the numbers are off or if the methodology is inaccurate. Their traffic studies as Mr. Beliveau walked through indicates that the level of service is available. If anything, their traffic study over stated the impact of this development. Originally, it was at a much higher density and unit count. From when that traffic study was done, they have reduced the number of units in their project. In closing, he wanted to circle back to his opening remarks where, under Florida law, the burden falls on the applicant to come forward and demonstrate that they meet the city's published criteria to get the project approved through competent substantial evidence, which includes staff reports, staff testimony. It also includes expert testimony which has been demonstrated and heard this evening from Mr. Beliveau. He indicated that he does not envy the position of the Commission because matters do get emotional. He has represented neighbors, developers and local governments. However, at the end of the day, the Commission's role is to determine whether this project meets the city's published criteria and he would respectfully submit that this evening they have heard competent substantial evidence that they do meet the city's published criteria. You have also heard remarks which are completely legitimate by the folks expressing that they do not like this project or that they would prefer the property to just stay in its current vacant state for as long as they live in the area. He understands that but, that is not part of the published criteria for this review. They have demonstrated in the densities that they are compatible. They have demonstrated in the traffic that the road capacity is there. In fact, to the extent that if there are any additional improvements that need to be made to Sunnyside Drive, because only a portion of the loop has been done. So that missing connection or almost ninety percent of that is going to be done and completed by the developer if this gets approved. Section 8 of the proposed PUD ordinance holds their client's feet in the fire on transportation improvements. He did not hear about one individual site a specific code criteria that they do not comply with. Nor did he hear a policy from the comprehensive plan. He understands that folks might not like the project, but that is not the standard that the city applies as a role as a quasi-judicial decision maker. Essentially, you have your judge hat on in this type of proceeding. This is not a legislative proceeding where you have much more discretion and you can just say "we do not want to expand in a certain direction". The closest someone came to citing a code criteria was the neighbors' counsel who cited the general PD code section, but he indicated in his rebuttle that section referred to a PD overlay district, which is not what they are seeking approval for. They are seeking a planned development approval with a standalone zoning classification in and of itself. They are respectfully asking for approval. They understand that the Commission exercised their legislative discretion not to annex the eighteen and half acres and not to approve the plan amendment, but the remainder of the parent track is already in the city. They have come before the Commission with a revised PD plan. They have added buffers that certain Commissioners asked for during the last go round in December 2020. They put them between their project and the existing residential homes, which Mr. Beliveau walked through. Most of the lots do not abut any existing residential, they abut conservation or

wetlands. The ones that do abut the property are very limited and there are hundreds and hundreds of feet between them. Again, he respectfully asked for their approval, so they could move forward and bring a wonderful project into the City of Leesburg.

Attorney Broome questioned if they could cross examine the expert witness based on the rebuttal testimony and argument of counsel. He wanted to know if the city would allow that. **CA Holt** responded that the public is an actual party to the quasi-judicial, so they do not have the opportunity to cross-examine. The commission could allow additional public comment, but they do not have the standing for cross examination. **Attorney Broome** asked if a notice of appearance would modify that because they did file a notice of appearance. **CA Holt** stated that she had not seen their notice of appearance. She does not believe there has been any decision or a motion by this council to accept him as an intervening party, so her opinion is that the neighbors who are there would be public comment. **Mayor Pederson** said, based on the attorney's opinions, he would have to say no. **Attorney Broome** then asked if they could present a general statement. **Mayor Pederson** said yes. **Attorney Broome** said that the application was filed with an existing land use zoning as a PUD. Much was made to the fact that the PUD is irrelevant. The issue before the commission would be what is the legal entitlement density and intensity that they are coming before you to modify, but for the existing PUD if that was the basis of the application.

Mr. Tucker said he wanted to touch on something that Mr. Spain brought up. With costs being prohibited and one per three and one per five due to the restrictions being placed, he asked Commissioner Burry, "You live on Secretariat Trail." Do you have city water and sewer? **Commissioner Burry** replied that he actually lives on Sunnyside Drive. **Mr. Tucker** said that he did not know what they had. Whether they were in the city or not, but those are five acre lots. He also did not know if they had city water or septic tanks. There are other areas that are more inline with the surrounding homes of this area and perhaps the city could work with the applicant and work out something like they did on Secretariat Trail, where they can do the larger lots and make it more cost effective. It seemed to him there should be something they could work out.

David Hedrick wanted to rebut the comment the lawyer had to say about profits. He agrees that in democracy and capitalism, profits are good, and people should strive for that. He has no problems with that except for drug dealers and pimps who try to maximize their profits too, and that does not mean it is right.

James Littleton, 61620 Sun Valley Road, stated that the first corner they have to go by gets missed a lot. Just as an example, on one side of that corner a guy had to put up concrete posts because people kept hitting them and leaving. They weren't staying there. He had to keep chasing them down. There was another one where a guy's fence post was hit way up from the corner and they ran into the corner fence. Now, they put up a big pole, so people miss that corner a lot. To get to that corner, you have Sleepy Hollow Road and you have to turn left and right on 441. On Tomato Hill Road, you can only turn right. You cannot go back to Leesburg. Fern Drive is the same way. You can only turn right. That is where the Harley Davidson shop is at. You cannot go back to Leesburg. Then to get to Leesburg you have to run to Sunnyside at the forks and you go towards East Main. That is the only way to get out of there. So, for this subdivision to be put in, he assumes two thirds of the people would go to Sleepy Hollow Road. There is housing being put on that road now and there is another development going in there too. They made the subdivision on the corner of Old Tavares Road and Sleepy Hollow and now they are working on the back grove where the old grove used to be along the woods. Now Mironda Homes is doing one just after the subsidized housing for the three-story apartment buildings. There is a lot of work going on on Sleepy Hollow Road. He does not know how many more cars are going to be added when this is all said and done. On his corner in the am and pm, if you have one hundred and fifty houses and two cars per house, that is three hundred cars twice a day making that curve. Not once or twice, they have to go to work and

come back. There are a lot of cars.

Commissioner Burry mentioned that the Sunnyside Trails development which is contiguous to this development are five acre lots in the City of Leesburg. He also said that we should not get hung up on traffic studies and the number of trips. He asked that everyone look at the pictures, look at where the tires are rolling off the roads. It is pretty obvious that people drive off the roads quite frequently. Whether we talk about trips being the number and there being more trips, we still have a road where people are driving in the grass quite frequently and you can see that in pretty much every picture.

The roll call vote was:

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

Two yeas, two nays, the Commission denied the ordinance.

CA Holt pointed out that a tie vote is an effective denial. **Mayor Pederson** thanked her for that clarification.

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. Financial Reports as of January 2022

Mayor Pederson asked if there were any comments regarding this report. There were no comments.

8. CITY ATTORNEY ITEMS:

Mayor Pederson welcomed the new City Attorney, Grant Watson from Stone & Gerken to his first meeting. **CA Watson** stated it was an honor to be working with everyone. He was looking forward to a great working relationship with everyone. He thanked them for the opportunity. **Mayor Pederson** then thanked CA Holt for her assistance. He said that we all learned a little more tonight and we will be swearing in our speakers from now on.

9. CITY MANAGER ITEMS:

CM Minner commented that he asked the Mayor to pull the FDOT/Main Street Complete Streets Concept items because the wrong presentation was mistakenly inserted into the packet. The presenter wanted to wait. It will be put back on the next agenda. He also welcomed the new City Attorney, Grant Watson.

10. ROLL CALL:

Commissioner Christian asked the City Manager, because he knows we approved it, but on West Main Street there is an airplane repair shop which looks more like an airplane junkyard. He wanted to know if we could do anything with fencing or setbacks, because it looked terrible.

Commissioner Burry thanked CA Holt for her assistance and welcomed CA Watson. He is looking forward to working with him.

Commissioner Connell had no comment.

Mayor Pederson commented that he had previously brought up the Venetian Gardens. He drives there all the time and sees the Venetian Center, which looks great and he loves Pat Thomas. Everything is looking great. He has made comments on the building and he does not want to get into that tonight. He has also made comments on the retention pond and the fencing, but someone else brought this to his attention and now he is noticing it. The baseball field across the street on the northeast corner still has a net up. He does not believe anyone is still playing baseball there anymore, it is just beatification there. He had some citizens make a recommendation and ask that we take that down. He thought this would be the appropriate environment to bring that up. **Commissioners** agreed for it to be taken down. **Mayor Pederson** commented that it would make a few people happy.

CC Purvis reminded everyone that the next commission meeting would be returning to City Hall.

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 7:53 p.m.

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 11, 2022 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, April 11, 2022, at Leesburg City Hall. 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) Grant Watson, the news media, and others.

INVOCATION

Mayor Pederson gave the invocation at the Greater Leesburg Community Redevelopment Agency meeting, which was held immediately prior to this meeting.

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

2. PROCLAMATIONS:

A. National Public Safety Telecommunicators Week

Mayor Pederson read into the record a proclamation declaring April 10-16, 2022 as National Public Safety Telecommunicators Week in the City of Leesburg in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Police Chief Hicks introduced Melyssa Lopez and Shyann Hubbard, two of their public safety telecommunicators. Ms. Lopez is a senior telecommunicator who has been with the department for almost thirty years and Ms. Hubbard is a newer dispatcher who does an outstanding job. Everyone in the department is proud of them. They are a lifeline, they help keep everyone alive and safe. They are really extremely appreciative of them both.

3. PRESENTATIONS:

A. Leesburg Center for the Arts & Leesburg Public Works - Lift Station project for Public Art

Maria Stefanovic, Executive Director, Leesburg Center for the Arts, stated they have been working with the public works department and an independent contractor on a public arts project. She wanted to make an introduction to what the Leesburg Center for the Arts is about. They have been around for twenty-two years. It is a nonprofit community arts center located in downtown Leesburg. The center is an inclusive, nonjudgmental space that is used to discover, explore and experiment art for creatives of all ages. However, art discovery does not stop at their doors. They have taken the opportunity to provide art experiences outside their space for the Leesburg community with the objective that art is for everyone and art is accessible. They have a monthly art walk and an annual Leesburg Art Fuse Festival, along with the concert crawl and quick draw events mixed in with visual art installation. Throughout Leesburg, they have generated excitement within the community and have enhanced individual experiences. Now, why is this important? Because these events and installations are public art. It adds enormous value to the cultural aesthetic and economic vitality of our community. Much like your home, office or your safe space, your space reflects who you are in a sense of belonging and public art does the same thing, but on a much larger scale. It provides art accessibility in public spaces and places. Public art contributes to community identity, it fosters community pride and to the sense of belonging. It also enhances the quality of life for its residents and visitors. As Leesburg grows, it is vital that we use public art to identify who we are. We also need to celebrate our uniqueness. The Center for the Arts has contracted with Civic Icon Arts to assist with several public art projects in the Leesburg community, including murals in downtown Leesburg, a mosaic in the Aquatic Center and soon a mural on the stormwater tank. They wanted to take it a step further and connect with the neighborhoods in the Leesburg area to invest in a beautification project that would reflect their uniqueness. The Center for the Arts along with Civic Icon Arts and the public works department have worked closely together over the past year to identify a public arts project that would enhance the neighborhoods in both community pride while celebrating its own uniqueness. Hand in Hand has created a sculptural screening art installation for four different lift stations throughout the Carver Heights / Montclair and Beverly Shores neighborhoods. She introduced Pamela Zeljak, Civic Icon Arts, who would make the presentation for this public art project.

Pamela Zeljak, Civic Icon Arts, stated she has been working with the Leesburg Center for the Arts for almost two years. They are really excited about this project. This project has been in progress for about a year and a half. In October 2020, they were approached by the National Endowment for the Arts (NEA) where they said the Leesburg area was under funded by the NEA portfolio. They wanted to find a way to work with us so they could give us a ten thousand dollar grant. However, we had to identify a project. We had already been talking with the city's public works department to try and find a public art project that we could work together on and they were doing a beautification project for the lift stations, so we wanted to see what we could do together. As they were starting thinking about this in November 2020, they thought this could be the perfect marriage of projects where they could get funding from the NEA. In February 2021, they released a call to the arts for this project and they received their first round for those locations in May and June. They reviewed them, but came to the conclusion that they were not reflective enough of Leesburg or the communities that they were supposed to go into. At that point, they decided to do community outreach meetings. They held them at the Leesburg Resource Center, Beverly Shores Elementary and the Boys and Girls Club. There they played some fun games for the kids and then sat down with the adults to talk about different questions and themes. In June 2021, they took the input from those meetings and put out a second call to the arts with that information to see if they could come up with something that was more reflective of the community. Finally, in January 2022, they received some much better concepts from the arts, and ended up with Eric Lynn. As a side note, they released this call to the arts nationwide. They created a selection committee, which was made up of people from within the

community, the Leesburg Center for the Arts board, and local arts. There they narrowed it down to three candidates and those three candidates came in and presented their concepts. Eric Lynn came up with the concept of Hand in Hand and he actually worked with the deaf and hard of hearing. They helped him come up with four more designs which were not included in the presentation. One of them is a sign of hope. She showed a few of the artistic concepts that would be included in the fencing. There are four lift stations that are a part of the NEA grant. Eric Lynn is a metal artist and he is a very qualified metal artist. She showed a rendering of his installation process. She stated they went through the process with the public works director along with other members of the public works department. The fence is a long continuous piece of public art and each one of them will be different pieces of art. The different lift stations will have different symbols of hand shapes on them. The NEA will contribute ten thousand dollars towards the project. In the future, with maintenance of the fence, there should not be much cost to it because the fence is made out of cortens steel. The only thing you should have to do is power-wash.

PWD Kelsey stated what happens every year is they spend a certain budgeted amount to upgrade the lift stations to improve aesthetics. That is done by putting in a decorative fence or some other type of screening. Through this process, we thought outside the box. How could we provide something besides just another screened fence that hides the lift station which really does not add any value to the community? They asked if this would be an acceptable form of decorative screening of the lift stations and if it would be acceptable to the community. **Mayor Pederson** remarked that he would be fine with this idea. **Commissioner Burry** commented he also liked this idea. **Commissioner Christian** asked if the city was responsible for twenty-two thousand dollars? **PWD Kelsey** replied the city's share was ten thousand dollars. **Commissioner Christian** said that the way he read it, the grant was only contributing ten thousand dollars. It was hard to figure out the city's portion. **PWD Kelsey** said there was a grant and additional funding from the art center of twelve thousand dollars. The original intent was that we spend twenty five hundred per lift station to improve the aesthetics. We would partner with the Leesburg Center for the Arts to use those funds in a different manner. **Mayor Pederson** stated that he was all for it and could see where the confusion came from. He saw thirty-eight thousand and then he also saw thirty-two with the ten thousand dollar grant contribution.

B. Northwest Central FL Scholastic Art Competition - Regional Gold Key winner & Nominated for the National American Vision Award - D'Ante Morgan, a senior at Leesburg High School

Maria Stephanovic stated they are here celebrating two students from Leesburg High School. D'Ante Morgan and Kyliegh Jones. The Scholastic Art and Writing Competition is a national competition that has been around for ninety-nine years. However, the south, specifically, Central Florida, has not had a region or an affiliate partner region to participate at a regional level. Our students have always applied in the southeast portion of the United States, which would put them into a huge region of Georgia, Florida, North Carolina, South Carolina and Alabama. We would never hear anything back and there were no local celebrations or anything for them. Melissa Padea is also here tonight. She is the art instructor at Leesburg High School and she has been there for seventeen years. Last year she helped out with the summer camp at the Art Center. They were trying to figure out what they could do for their kids locally to give them another opportunity to advance. Ms. Padea said, why can't we do scholastics? So, they brainstormed in the office and called the national headquarters. Before they knew it, by the end of the month, they were the Northwest Central Florida affiliate. Now they represent Lake, Marion, Citrus and Sumter County. This was their first year and they had twenty-two young artists who represented this area, placing with a regional award. Out of those twenty-two, we have two Leesburg High School students here, Kyliegh Jones, a senior, and D'Ante Morgan, a junior. They both received the gold key regional award, which helped them elevate to the national competition. She wanted to bring them up to recognize

them for this achievement. This is huge for our area. They are here to represent us on a regional level. She mentioned that there was another artist from Fruitland Park, who attends the Village Charter School who won the gold key at the National Level. It was through this program. She was highly delighted that this was part of the Leesburg Center for the Arts and the Leesburg High School.

Melissa Padea stated she has been teaching at the Leesburg High School for the past seventeen years. She even taught some of the commissioners children over the years. It is always really exciting when you get kids that love it. She had the honor of having D'Ante Morgan for three years. He just does not take classes with her because she teaches three-dimensional art. He also takes classes on the two dimensional side. He is super well versed and he submitted pieces for both sides. With Kyliegh Jones, she met her last year, which is pretty unusual as a junior. After seeing her in a level one class, she told her that she had to take a college level course because her stuff was that good. That was a big thing to do because the advanced placement class is tough. She was like, yup, got it. She would come in, sit down and she would just do it. She had no idea how, because she did not teach her that. She just sits back at her table and does it. She just smiles and does her own thing and beautiful art comes out of both of them.

D'Ante Morgan said that his artwork was called world gold. It was based off of a Chinese mythical creature, Sumukun. **Ms. Padea** added that the assignment was to create a relic of something that was fictional and what that would look like if it was found and displayed. The piece itself looks like this huge staff that has been broken into several pieces. He is intricate at carving, and if D'Ante Morgan is anything, he is intricate. When he draws something he will not stop until every detail in the last little line, on every little feather, all of it is really intricate, carved and balanced. **Kyliegh Jones** stated that her artwork was called wasted potential. It is a person whose face has come off and they are holding it. It represents narcissism, someone who has wasted their potential. It is someone who has messed up how good that person could have been. **Ms. Stefanovic** stated that she wanted to celebrate these kids because they took a chance and they are representing us regionally. They had already received their awards, but she wanted to take this time to introduce them to the commission. **Mayor Pederson** congratulated both students and wished them well in their future endeavors.

C. Main Street Complete Streets Design Update

PW Kelsey stated that tonight Jamie Krzeminski from HDR Associates and Mike Woods from Lake Sumter MPO are here to provide a brief overview of where we are with the Main Street Complete Streets Design Update. They have had several meetings with stakeholders and they have done some online surveys. They are now at a decision point where we need to decide what we should implement for the design moving forward.

Jamie Krzeminski, HDR Associates, stated he has been working with city staff and they are under contract with the Lake Sumter MPO on this project. To give a quick update to the project, he would like to talk about some of the background of the alternatives and then get into some of the feedback that they received from the public. This project was looking at two different sections of Main Street. The western side between CR 468 and SR 44 to US 27 and then the eastern side between Canal Street and SR 44 and Dixie Avenue. The purpose of this project was to improve travel and safety for all the users of this street; residents, visitors and in more particular the people that are walking or biking. With this project they are looking at potential changes to the typical roadway sections, not only to the intersections but other key elements like landscaping. Starting with, where are we now with the project? This is the last step of the alternative assessment phase where we are trying to decide on the preferred alternative that we are going to take into the concept development phase. We are going to work on flushing out some of the details of the concept based on the preferred alternative and documentation from the overall study between now

and the end of June. The previous phase before starting the alternative was called the defining success. One key thing they developed as part of that phase was the five guiding principles. At that time, they asked for feedback from the community relative to the importance of that and economic prosperity was at the top of the list, followed closely by safety. Community beautification, livability and accessibility along with connectivity came in behind. Based on the data received and the work performed by the community as part of that defining success phase, they developed a purpose and need statement for the project. The Leesburg Main Street Complete Streets Plan will provide consistency with the existing downtown for both East and West Main Street, as well as provide bicycle and pedestrian infrastructure, ADA improvements, and landscaping. It will respond to the need to manage speed at multiple locations and provide safe, convenient, and accessible pedestrian and bicyclist connectivity to existing and future facilities. With the alternatives, he showed a slide representing the proposed urban context of the Main Street Corridors. He started with the downtown core and moved out from there. He proposed an expansion of the downtown into the first segment with a transition area of the downtown on the far western section of the corridor. A change from the more rural nature of the corridor to what they would consider to be a more semi-urban context moving forward into the future. With each of the context areas, they established a target speed; the speed they would like people to drive as they go through the corridor. In the downtown core, it is slower and as they move out, the speed will step up just a bit. However, this is a reduction of what they have out there today in terms of the prevailing speeds. It would be twenty-five in the areas that represent the downtown expansion and thirty in the transition areas and then thirty-five in the semi-urban area in the far west. They also have a strategy of treatments they are proposing as part of the alternatives to help self-regulate those target speeds. He showed a rendering of the alternatives that were provided and given to the public for their feedback. The shared-use path concept alternatives reflect a space on the edge of the roadway that will be shared by both bicyclists and pedestrians. The other two one-way bike lanes and the cycle track concept are a separate space for people that are riding bikes or using another form of micro-mobility compared to the pedestrian space. Those would be fully separated or physically separated from vehicle traffic. With the results from the public outreach, they received one hundred and sixty-five responses from the online survey and public meeting. Most people who completed the survey either travelled along or frequented the businesses on Main Street. They also had a few respondents from people that reside, work or own a business on Main Street. They asked about the treatments being proposed as part of the various alternatives and what they thought of them. They received very positive reactions to things like sidewalks, separated bike lanes, onstreet parking, shared-use paths and street trees. However, they did not receive a positive reaction to roundabouts, chicanes and raised intersections. These are the types of treatments that would effectively control speed and that is what they would like as a desirability on the corridor. They asked folks taking the survey to give their preference for each segment. For the farthest west segment between CR 468 and Thomas Avenue, that was the shared-use path over the alternative of the two-way bike lane. In the next segment to the east, between Thomas Avenue and Truett Street, the shared-use path was preferred over the one-way bike lane. There were some votes for the shared use path with chicane, which is a lateral deflection as you move along the corridor, but that was the third runner-up. In segment two between Truett Street and US 27, that was actually the closest vote of any segment between the shared-used path and the one-way bike lanes. However, the shared-use path came out on top. With the two segments on the eastern portion of the corridor, Segment 3A, between Canal Street and Lake Street, the shared-use path was preferred. It had very similar results on Segment B, from Lake Street to Dixie Avenue. In addition, he provided an eye chart where it showed a separate and independent evaluation where they looked at specific criteria and objectives that were related to each one of the guiding principles. They also did their own independent evaluation of that. The key thing they found was that their evaluation fell in line with what the public thought in terms of their preference, with one exception, in Segment 1A. On the farthest west segment of their evaluation, they actually had a narrow favor for the two one-way bike lanes. However, if you look at this collectively, and take the independent evaluation and the public's fifty-fifty, it would still come out with the shared-use path matching what the public had preferred. Referring to a slide, he stated the

yellow color is the preferred, which is the shared-use path concept. On the western segments, they have the ability to put a median in the roadway. In the agenda packet under the consent agenda there is a resolution of support for the preferred alternative. Tonight, they are looking for the commission's support on the preferred alternative. They would like to move ahead at this point to flush out the concept and provide more details. Then the concept would be used to advance to a final design at some point in the future. They will be doing that and completing all the final documentation for this, hopefully, before the end of June.

Commissioner Burry stated he showed three roundabouts. He wondered if he could show where those would be located. **Mr. Krzeminski** replied that with the roundabouts, they would be used as breaking points between some of the segments. They are looking at Thomas Avenue and Truett Street as a potential area. Another one is Lake Street; however, that has not been finalized. They still need to do further investigation because Thomas Avenue and Lake Street have challenges in terms of larger trucks making turns there. They need to be able to accommodate those movements within the available footprint and right of way on that street. Truett Street is probably a more realistic option because of space. There is a triangular piece of land that allows them to put something a little bit larger there, which would accommodate the movement. **Commissioner Burry** asked if anyone looked at Dixie Avenue and Main Street for a potential roundabout. **Mr. Krzeminski** answered that one had not been looked at, at that point. However, it was something that they could still do, but it would need a much larger-sized roundabout because Dixie Avenue is a four-lane divided highway. **Commissioner Burry** said with the two lights so close, that could also cause issues. **Mr. Krzeminski** added that the one challenge would be the closeness of the signals. If the traffic from US Highway 441 backs up, it may backup into the roundabout and block other movements. **Mayor Pederson** questioned, excluding the roundabouts. Do we have the adequate right of way for this road project? **Mr. Krzeminski** answered that they would be working within the existing right of way footprint. They do not plan on acquiring any right of way, even with the roundabouts. They are trying to stay within the existing footprint, so no one has to purchase additional property. **Commissioner Robuck** asked if they are talking about eliminating onstreet parking? He owns about ninety percent of the northside in Segment 3A and his employees use a lot of that road for parking everyday. He cannot have that gone. He is very concerned about the amount of semi-truck traffic too. Not just for his business, but also for Cutrale, which is on the other side of Lake Street. He noted that he is a big fan of roundabouts, but he thinks we need to make sure they can work for the semi-trucks on Lake Street. They go down Main Street and then go north on Lake Street so they have to be able to make that turn. **Mr. Krzeminski** replied that they have already looked at that. They have a truck turning template that they layout on their drawings. They have done some preliminary reviews and looked at that. They know that is a challenge, so they are looking at whether there is a way that they can work within that footprint to make it work. If it does not, then they will try something different.

Commissioner Robuck asked what street the public works department was located on. **CM Minner** responded East Street. **Commissioner Robuck** said, for him to support this, they would have to insert a roundabout between East Street and Canal Street. They would also have to prioritize commercial traffic and then the bike lanes and paths. He cannot see where you can keep the onstreet parking and do all this plus leave two twelve-foot wide lanes. **Mr. Krzeminski** replied that the existing section has space on the outside of the curbs to allow for the shared-use paths to be completed. The plan is to not to go in and start taking away parking. What they could do is define some of the parking better. **Commissioner Robuck** said that when the county repaved they failed to put back many of the parking spots. If you look at a Google map overview prior to the resurfacing, you will see all the parking spots that are supposed to be there, which are not there today. They are working with the contractor to repair and add some of that back now. That is his only concern that they prioritize the commercial stuff in that corridor.

CM Minner asked which alternative they were recommending and which one FDOT was recommending? He was unsure if the Commission was to pick an alternative or what was going

on. **Mr. Krzeminski** answered that they are not picking an alternative. The preferred is a combination of all the alternatives. For Segments 1A, 1B, 3A and 3B, it is basically as they have shown. The preferred use is the shared-use path throughout. **CM Minner** responded that is one plan. He stated that he did not understand the slide. **Mr. Krzeminski** said that the way they set up the alternatives, they looked at each segment independently. They put the most appropriate alternative in each segment and built an overall concept. **CM Minner** replied that they are not talking the same language. It looks like they have Segments 1A, 1B, 2, 3A, and 3B and that stretch of street is shown on the first map. Then on the last map, it looks like there are three uses for each segment, so it is confusing. **Mayor Pederson** commented that it looks like he is phasing in as he comes into town at different levels. **CM Minner** stated that this presentation was totally different from the one that was done at the Venetian Center with the cross sections. **Mr. Krzeminski** stated (referring to a slide) Segment 1A, Alternative 2, where the shared-use path was shown on the north side of the road, that is a shared-use path and a median. In Segment 1B, the shared-use path is on the north side and it shows a landscaped median. It continues through that section to the third alternative where they introduce the chicanes. **CM Minner** asked if he would show an example of a chicane. **Mr. Krzeminski** stated a chicane is a curve that goes back and forth. It is used to slow down traffic. **CM Minner** inquired if the preferred alternative was the whole project because we have bike lanes part of the way and we also have chicanes. It then moves into the core segment where we have the standard-use paths along with some other stuff. **Mr. Krzeminski** said the intent was that there be one type of treatment all the way across the corridor. They set it up where they could evaluate each segment independently. That way, if it made sense to have something different on the eastside, they could and they could do something different on the westside.

Commissioner Christian asked if they were going to bring back a visual of what this would look like. This is nice, but when you get in front of his church he wants to know what it would look like. The same with what it is going to look like in front of RoMac. They see this now, but if you are given a map and you have taken out ten parking spaces or changed how people enter the church, they need to know and this does not show that. He asked if they would be bringing something back for them to review, if they approved this. What he is currently looking at does not provide the schematics of what happens in front of businesses nor does it provide the information about parking spaces being taken away. That is what he wants to see. **Mr. Krzeminski** replied that they do not intend to take spaces away or change entrances. **Commissioner Christian** stated to him this all sounds good, but he cannot visualize what it is and he would like to see what it would look like in front of his church. **Mr. Krzeminski** pointed out that this is not the final design, it still needs to go into construction, this is a concept plan. It still needs to go through final design. However, they can bring it back once they have a full concept. They just have not gotten to that level yet.

CM Minner commented this presentation was different from the one they provided about the roundabouts on US 27. When they made that presentation to the commission, the commission voted on it and approved that presentation. Then they went back to the final concept and it has been sitting in final design at FDOT for a long time. He asked if they would bring back a final design concept because he still thinks they are talking different languages. **Mr. Krzeminski** responded that they were looking for approval on the preferred alternatives, so they could begin developing more of the concept designs. This is not a final design. They are not at that stage. When they finish the concept design, that is when funding is available and they move to the final design phase and that is when the designer would start. **Commissioner Robuck** inquired if they were being asked to vote on an alternative in order for them to move ahead with the concept plan. If so, in order for him to do that, he would need to see the cross sections and what exactly they are recommending in each segment. He scrolled through the presentation too quickly and he was unsure as to what was being recommended. **Mr. Krzeminski** replied that with the shared-use path landscape median in Segment 1A, which is the furthest west between CR 468 and Thomas Avenue, they would like alternative 2. The same basically, in segment 1B, which is between Thomas Avenue and Truett Street. **PWD Kelsey** stated the key differentiation is that bicyclists and pedestrians are off the road; about ten feet away from the road. Whereas in the other alternatives, you have bike lanes on the road, which puts pedestrians and cyclists at greater risk. That is why a majority of the folks selected this

alternative. **Mr. Krzeminski** added that in Segment 2, they have the shared-use path alternative and the shared-use path is located on the north side. **Commissioner Christian** asked where the cross section was for that. **Mr. Krzeminski** answered it was between Truett Street and US 27. That section is a bit narrower. It is an urban piece that already has curb and gutters. In this section, they would recommend in some places opportunities to eliminate some parking on the north side, not necessarily throughout the entire section, but it would allow for some additional landscaping opportunities on the northside with some curbs. **Commissioner Christian** asked where US 27 was on the map and if it was at that end. **Mr. Krzeminski** replied that US 27 was at the eastern limit of that particular segment. The edge of the circle is where US 27 is. **Commissioner Christian** replied that it was where the front of his church is and that is why he was asking. **Mayor Pederson** wanted to know where they are on the roundabouts. He noticed the feedback was not favorable on the roundabouts. He is unsure where he stands on the roundabouts and he has not seen many around Florida outside of The Villages. He is guessing there is a growing trend in Florida. **Mr. Krzeminski** responded that the FHWA uses roundabouts as one of their proven safety counter measures. It is a treatment that FDOT is looking at implementing on state road systems because they are a really great safety tool that drastically reduces severe crashes. It does not get rid of all crashes and in The Villages there is a history of crashes happening at the roundabouts. However, there are not severe crashes. That is one of the things that FDOT has focused on. They are trying to eliminate fatal and serious injury crashes. If someone makes a mistake at a traffic signal, the results could be really bad. **Mayor Pederson** remarked that his reaction to that was tractor trailers going through them. He cannot quite see tractor trailers going through roundabouts. **Commissioner Robuck** replied that his tractor trailers do not have a problem doing it. They do it every day in The Villages. It may be different for DuraStress with their oversized loads. You would have to make sure that they could get to where they needed to go. **Mayor Pederson** said he worries about them bumping into someone else driving. **Commissioner Robuck** added that DuraStress is the real concern. **Mr. Krzeminski** remarked that FDOT has a rigorous process for reviewing the concepts and designs for these. They make sure that you are not going to have issues with the design and the larger trucks going through. For example, the US 27 project that was similar to that and that was completed a number of years ago. They looked at the same type of turning template design to make sure that the tractor trailers would be able to navigate through that roundabout at US 27 and Main Street. Right now, where that one sits, it is on a list of potential roundabouts for FDOT and District Five. However, there is no mechanism at this point to move it forward. When some other project comes along, if there is a resurfacing or other maintenance type of thing, that would be an opportunity that FDOT would start looking at that again. They are aware of it and Mike Woods from the Lake Sumter MPO and himself have been in FDOT's ear about this at various points to make sure it is still on the radar. **Commissioner Robuck** stated that he was having problems with it because when he looked at it they eliminated all his parking. **Mr. Krzeminski** replied that the intent was not to eliminate parking. **Commissioner Robuck** stressed that his employees use those parking spots every day. Otherwise, if there is away to maintain that parking he would be all for the concept. **CM Minner** asked if they are bringing back the final design to this body for approval? **Mr. Krzeminski** answered that they could if that was the desire. **CM Minner** suggested that they do that if they were looking for approval of the design concept. **Commissioner Burry** stated, as part of the record when talking about roundabouts and the decrease in accidents, is it relative to say that there is about a thirty-five percent decrease in traffic accidents as compared to traditional intersections, and is that a ninety percent reduction in fatalities? **Mr. Krzeminski** answered that he heard there was a seventy-five to ninety percent reduction in serious injury crashes at roundabouts. It is obviously going to depend on the configuration. The roundabouts we are talking about, not including the US 27 intersection, are single-lane, so they are very simple roundabouts like you see in The Villages. There are roundabouts that are four lanes intersecting with four lanes that could be located at US 27 and Main Street. That could be a bit more complicated. **Commissioner Robuck** said that Commissioner Christian and himself were the only ones on the commission at the time when they came in and did the original presentation on the roundabouts. Where they took the traffic flow and ran it through a rush hour format and showed what it would look like with a roundabout and then

they showed what it looked like with the traffic signal. They got more traffic through with the addition of fewer fatalities with the roundabouts. **Commissioner Burry** commented that he was in favor of the roundabouts. **Commissioner Connell** stated that he was completely confused by the presentation. He could not recommend any of the options because he does not think there was enough information presented to the commission to give any direction on what option to go with. He was not sure if they were going to call this for a vote tonight. **Mayor Pederson** stated that this was an item on the Consent Agenda under 5.C.1, which would be pulled and voted on.

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.

Alan Riesman commented that they had a community cleanup on Saturday. They cleaned up eight thousand four hundred and fifty pounds of trash. They targeted three different areas around the community and trails. There were forty-four volunteers. He wanted to give a huge shout out to the City of Leesburg Public Works Department and Keep Lake Beautiful for all their help.

Betty Stevens Coney stated that, as most everyone is aware, Ken Thomas is leaving our city for a position in another city. This is saddening for our community. Ken Thomas has had a very positive and most productive effect on our community. He is a person that has kept them up to date on research and development. He has become a member of her family in many ways. The position may be refilled but Ken cannot be replaced. She asked to what extent the city had taken towards his replacement. She requested that when the selection committee is formulated that she be on that selection committee. **CM Minner** responded that Ken Thomas, Housing Director, submitted his resignation last week. He spoke to him about it in depth. Ken Thomas had ultimately decided that it was in his best interest to leave and he respected his decision. With his replacement, the city typically does not have a formal hiring process for department heads. That typically falls under his responsibility as the city manager and the chief procurement officer.

In the past, when we hired high-profile department head positions, we did not have selection committees. However, he has not been consistent with it. Typically, a high profile position would be the chief of police or fire. He has hired one of each of them in his ten years in the city along with a deputy city manager, which they did have significant community outreach for. When that position was hired years ago, we did not have a committee, but he did put together a community outreach presentation where the potential deputy candidates went through an all-day session where they met all department heads. They met the team and for that position they did a community stakeholder interview. They also met with the Partnership and the Chamber, so everyone was able to prob the deputy. As far as the process is now, he has worked with HR and they are working to get that position advertised. With the selection process, he is open to the concept of having a committee. He would be happy to sit down, introduce and vet the candidates publicly. However, at the end of the day, the decision does lie with him. As long as the folks that come in on the community committee understand that the sole decision lies in his authority, he is happy for any input. That is not meant in a negative way, it is just at the end of the day, it is the city manager's decision on who is hired. He is happy to take public input, but he will make that hire and at the end of the day, the members of the City Commission judge him for who he hires along with their performance. With all that, they would get the advertisement out asap. He would be happy to meet with Ms. Stevens Coney to get her input. He knows that Commissioner Christian, through his pastoral forum, has a lot of input in that department. He is happy to take significant input and to have a selection review process. **Mayor Pederson** added that, as a commission, they do not get involved with this process. They do not oversee the city manager or involve themselves in interviews. He is not sure how appropriate it is

for the public. However, the public can recommend candidates for the position, so they can put their names into the mix. **Commissioner Christian** stated he agrees with the city manager. He is the final decision maker, but it would be good as we do other things in the city to hear and listen, because this person will work hand in hand unlike most department heads. They do not really come to community meetings and they do not deal with redevelopment by particular people. Ken Thomas was the CRA person who dealt with not just 441, but Montclair/Carver Heights, Pine Street and Main Street. So, this person will have to be someone who is well versed in the CRA. It will not hurt to have the community sit in the interviews and vet the candidates. They could have tough questions that someone else might not think of asking and we need to know who we are working with. We could get someone in here who does not realize they will be stationed in the Montclair area and they may not want to be in the Montclair area. They may get hired and quit because they do not want to be in that area. They may not want to see people walking in off the street asking for help with rent. That person may not realize that they have to go to Mispah Simmons at eleven o'clock at night to deal with tenant issues. It would not hurt to have committee involvement, but they should know at the end of the day that the city manager would be making the final decision. He knows the city manager is strong enough to sit in the room with community people and say this is my final decision. **CM Minner** said, in a nutshell, the processes are different for department heads. What makes it different is the amount of community outreach that the department head has. Typically, the deputy city manager, the city manager, fire chief, police chief and the housing director have significant community contact, unlike the IT director. When you get those high profile positions it is wise to get input, so he would be happy to do that.

Howard Fay stated that he resides on Oak Drive. He had spoken to a city commissioner regarding the sidewalks on his street. It is about thirty feet right of way from the middle of the road just past the edge of the road. He would like to see the city commissioners go out there and look at it. There are a lot of handicapped people out there in wheelchairs and they have trouble getting in and out. People down there do not want to work on their streets. He would like to see something done about it. He has been fighting for this for about a year. He has been in and out of the hospital and that is why he has not been down here too much. He would like to see the city commission meeting calendar put on the light bills. It could help more people come to the meetings. **Mayor Pederson** commented that he came out to his residence last week at his request. He noted that the Public Works Director had been out along with the City Manager. He communicated to him last week that this is a process and it is going to take years. However, it is not a priority today. We are bringing sidewalks from the elementary school into the neighborhoods to make it safer for the kids and that is where we are starting. He apologized because he did not like his answer. He confirmed that information with staff, but that is how it works and that part of the road is not a priority right now. **CM Minner** remarked that Mr. Fay first approached this body about a year ago regarding this, but the last conversation that was held publicly with Mr. Fay was at the Venetian Center. At that meeting it was stated that, unfortunately, we would not be able to get to that portion of Oak Drive. We did put together a concept of sidewalk replacement and the principle of that plan was to get sidewalks constructed from Beverly Shores Elementary and that is the nucleus. We want to be safe, but that does not mean there are not safety problems. We want to build and use public funds wisely. The core way to make kids safer is to start from the elementary school and work out. Oak Drive is several blocks away. He has been out at his house for many other issues including; security lighting, the sidewalks, tree removal and trash removal. Again, this location is several blocks away from the Beverly Shores Elementary and we submitted a half a million dollar grant, but he does not think we got it. However, we will apply again. With our funding schedule, we do fifteen hundred grand a year on new sidewalks and, unfortunately, Mr. Fay's property is in the category of a million to two million before the city can make it down there. If we stop the program and put a sidewalk just in front of Mr. Fay's house we would have a strip of sidewalk that is three hundred feet wide that leads nowhere.

Gayle Halen, vice president of the Leesburg Shuffleboard Club, thanked the city for keeping their courts

as nice as they are. The city supplies the materials and they do all the work. They are holding their masters tournament next year. She does not know if they know anything about the shuffleboard courts, but they have twenty-four courts, which are fast and great. They are one of the best in the league. They have about about twenty teams in the league. Eight of them are main teams and this year they had nine people representing the masters. She was one of them, but she did not play because her grandson was swimming in the NCAA finals in Indiana and she went to watch him. The masters will be a two-day affair next March. They have no problems with the courts, but they have a problem with the fact that they have no place to have their banquet. She was measuring the courts for a possible tent when one of the policemen came and she felt like she was going in. She had to unlock the gate and she told them what she was doing. She was told that she could not have the tents because they cost seventeen hundred dollars and they did not have that much money. That officer suggested that she come to the commission. She checked out Venetian Gardens since she figured that was a nice local place, because it would hold up to one hundred people. This year they had sandwiches at their banquet, which she thought was not very nice. She thinks they should have a dinner with entertainment along with their awards. It should be a nice affair for the eight winners. They have thirty-two players with thirty-two pushers who shove their discs. They also have helpers and the people who manage the affair, so there could be up to one hundred people. They called the Venetian Gardens and were told if they had more than fifty people, they had to have it catered. She checked the catering and one was twenty eight eighty-eight a piece and another was fifteen plus tax and gratuities; they cannot afford that. She asked if the city could help them at Venetian Gardens. They do not mind cooking. They have husbands and wives that could serve, but they cannot afford to pay for catering. She lives in Scottish Highlands and they could hold it there, but she does not want to do that because this is a Leesburg-sponsored event. They try to help others. They had a couple from Beacon College but they did not do it consistently. She should probably go and investigate more, because kids could benefit from the activities. They have two kids who are eleven who are homeschooled and they are getting good at it. Her granddaughter comes down from North Carolina and she can play. It is a good sport not only for seniors, but for everybody. She would like to help find where she can have their dinner. **Mayor Pederson** responded that the city manager would get back with her on this. There are strict rules at the Venetian Center and we cannot just have everybody and anybody come through that kitchen. He does not see the city changing its opinion on that. **Commissioner Christian** stated that the rules in the handbook state that fifty and under can cater to themselves and bring in food. Over fifty, you can get an exception from the Recreation Director. That is what the Leesburg Handbook says. **CM Minner** asked her to leave her phone number and he would give her a call tomorrow and would walk her through the process.

5. CONSENT AGENDA:

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

Items pulled for discussion:

5.C.1 - Designation of a preferred design concept for the East and West Main Street Complete Streets Concept Development Project

5.C.2 - Fourth Amendment to Amended and Restated Ground Lease with Ski Beach Bar & Grill, LLC, f/k/a Venetian Gardens Site Holdings, LLC.

5.C.3 - Ratification of the Collective Bargaining Agreements Wage Opener with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants

A. CITY COMMISSION MEETING MINUTES:

- 1. None**

B. PURCHASING ITEMS:

- 1. None**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Commission to designate a preferred design concept for the East and West Main Street Complete Streets Concept Development Project; and providing an effective date.**

ADOPTED RESOLUTION 11,057

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated that for him there was not enough of a presentation to know what concept we are approving and what we are going with. He would like to see more information on the design concept itself, other than the slideshow. He is not comfortable making a recommendation for the direction of this project. **Mayor Pederson** commented that he was hoping there would be an amendment to this where they would bring the design back to the commission for final review. **CM Minner** said he knows the presentation was a bit confusing, but he thinks it got the point across with the elements that they were seeking; the multi-use, the multi-modal, the sidewalk, the pedestrian calming, and the landscaping in different areas. Some of the specific concerns about what is in front of the businesses and losing parking, they do not have the specific details on that yet because they are not at full design. Where they are heading now and remembering the process from the FDOT is similar to what we did with the roundabouts. FDOT is in the rough process of coming up with a concept where they want to fix or build a road and that is their idea. They flush out the idea with the community, in community meetings and local jurisdictions. This being Leesburg, we are the local jurisdiction, so they had the idea to fix Main Street in this fashion, which was presented tonight. Upon the imprimatur, the project then gets shuffled off to the next phase of FDOT, which is the design phase. It goes into a hopper, it sits, and waits to be funded. Similar to the road project funding, it is a five-year plan. They have a five year plan to fund, design and then they have a five year plan to build. This project would move from the concept phase into the design phase to where some of your hard questions this evening would be answered. Upon the design phase being funded and finished, then it would move back into completing and the building phase. Now, whether the project ever gets built or not, that is still to be determined. Similar to the roundabouts where

FDOT was before us six or seven years ago, and that was approved in the concept phase. It is still in the concept phase and it has never moved from that concept phase to the design phase. This evening there is another idea that FDOT has, which is this Main Street project and we are being asked whether we like the concept. The concept that they presented tonight was one option with three different mixes in three different segments of areas where it went from an urban street, which is bicycle lanes, to the chicanes on the outskirts. There were more urban streets with bike lanes with chicanes moving into the core of Leesburg and then back out with more chicanes and bike lanes, which include landscaping. We have always talked about making this improvement on Main Street. The bottomline is, the concept will benefit Leesburg and if FDOT actually does go through it, it would save the City of Leesburg somewhere between five and ten million dollars. He advised that they approve the concept so that it gets off the concept desk and moves into the design hold. Having said that, put a couple of hooks in the resolution. He suggested passing the resolution with two modifications. Add that the City Commission approve the preferred design concept as presented by HDR. That way they could have their input on the design before it goes out for funding for construction. Then add that the Commission requests review of the final design prior to the project being moved to the five-year CIP list.

Mike Woods, of MPO, remarked that at this point, all you are agreeing to is what the public voted for. That is basically the shared-use path along the whole corridor. In each section there is a little different context. The west end is a little different than the east end, but they would put shared-use paths along the entire corridor, landscaping and other speed-related improvements. It will enhance the look, feel and the safety of the entire corridor. **CM Minner** stated that by passing the resolution as amended all you are saying is that you like the idea and concept. It will move the project into the design phase. FDOT will be back putting up their easels and getting more public input. They will be going through the process again in the same format with specific designs. He recommended approving it with those changes. **Mayor Pederson** commented that it sounds like those changes are part of the process. Do we still need to amend the motion? **CM Minner** said yes, that way the FDOT knows what we want. When they have the design concept phase completed, there will be a note on someone's desk that says Leesburg will be real articulate, which is the mark you want to send.

Commissioner Christian amended the motion with what the city manager recommended in those statements and Commissioner Robuck seconded the amendment.

The roll call vote on the Amendment was:

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

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

The roll call vote was:

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

Four yeas, one nay, the Commission approved the resolution as amended.

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

authorizing the Mayor and City Clerk to execute a Fourth Amendment to Amended and Restated Ground Lease between the City of Leesburg and Ski Beach Bar & Grill, LLC, f/k/a Venetian Gardens Site Holdings, LLC; and providing an effective date.

ADOPTED RESOLUTION 11,058

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated he pulled this to allow the city manager to provide an update as to why we would amend this again. **CM Minner** stated this is the fourth amendment and, hopefully, the last amendment. The bottomline is, that we show them good faith in the city. We want the restaurant to be successful. We want to give Mr. Keuntjes everything he needs to be successful. As we embarked on this journey, two to three years ago, with the Boyd Development group, Mr. Boyd brought Mr. Keuntjes on board. As you know, Mr. Keuntjes is the proprietor of Eatons Beach. The concept from the getgo was to create a duplicate of that restaurant here on Ski Beach. That concept was received very popularly. Mr. Boyd brought Randy Keuntjes on as a partner and that was how he got involved. Then Covid hit and all sorts of crazy life-changing events occurred. The third amendment was when this development shifted to Mr. Keuntjes from Mr. Boyd and his development group. After that was when costs started to escalate. Mr. Keuntjes approached him several months ago asking if he could amend the lease. His advice at that time was to wait and not make the lease amendment because he was not even off the ground. He really needed to show the Commission some good faith and we have already made a number of changes to the lease. Before we start changing it again, we need to demonstrate that the public/private partnership that was put together all those years ago is actually going to happen and get built. Now, all signs are indicating that it is happening. Now, going through this process, obviously, costs have increased for Mr. Keuntjes. Having said that, they presented him with a concept to extend the lease. He believes it was a forty-year lease and the mod was a two-ten-year extension. They were very specific about prices, but he felt those were extremely unfair to the city. They went back and developed a lease concept like they do at the airport where a proprietor comes in and they get an extremely attractive rate on the front end of land. They did flirt with selling the property, but they did not want to do that. They decided to go back to the airport lease concept where they give an attractive rate on the lease. They invest in the capital for the construction of the facility and at the end of the lease that asset becomes the city's. This was modeled off the airport stuff, with a forty-year lease. They asked for additional time on the lease and he barked at it at his own level. Before bringing it to the commission, they added a compromise to help keep Mr. Keuntjes moving forward. They added a modification to the lease, which was the right of first refusal. Basically, the petitioner, Mr. Keuntjes negotiated in good faith that forty years from now he could extend the lease. We would give him the first right to renew and extend that lease. This lease could get them to sixty-years. They were very happy and relieved about that. It gave them the first right of refusal and they did not have to turn the asset over immediately. There is a hook where they have to negotiate in good faith. For example, if we are leasing at twenty thousand dollars a year for the ground lease, which is not very much. Then, if the fair market value in forty years is sixty thousand dollars, and we show or demonstrate what that fair market value is and they refuse to come up to that level, the talks terminate. The lease goes back into place, the forty-year lease concludes and that asset becomes the city's. However, if we do find neutral ground in forty years, Mr. Keuntjes has the first right of refusal to negotiate whatever fair market

will be. We tried to put some numbers on it for legal sake because that is the formality of it. However, at the end of the day, he does not think that it is in the city's best interest. Nobody knows what the fair market will be in forty years. We are kind of kicking the can down the road, but no one at this table will be here in forty years. The only thing we can do is mutually agree that we want the restaurant to be a success in forty years. If the restaurant is not a success, either their assignee will not be asking the city for an assignment or the city will say it is not working. It is not a binding amendment, but it is binding by stating there will be talks about this in forty years. The second amendment is parking and there have been concerns about parking from the getgo and this has been kicked down the road. This was another one where the rough draft of the parking request was at much higher significance. However, at the end of the day, we do realize there will be parking issues. The request is not unheard of for some designated parking spots with signage. However, the city would not allow towing. At the end of the day, should the restaurant be a success, along with the improvements that were put in at Pat Thomas, be a success and bring in more activity, there will be parking issues. With the CIP, should the Marina expand and have more traffic and the Venetian Center continue to be a success, there will be parking issues. Those are good issues and it will probably push us to talk about parking, probably within a year or so. During the conceptual phase, there was a clause in the lease that gave the developer the first right of refusal to talk about site number two for a restaurant, which brings it back to a conversation that the Mayor was trying to have with the Commission. Whether we really need the Cultural Arts building and if there may be a greater use for that facility. His recommendation is to go ahead with this agreement. It does kick the can down the road a bit in terms of parking. It also recognizes that the city anticipates that the things at Venetian Gardens will be successful and that we will need to talk about parking. Letting him have the designated parking space in that area does not really hurt us. It is an issue that we will have to face sooner or later. Hopefully, come fall we will have the grand opening and the restaurant will be off and running. It has been wildly anticipated and as far as the community goes, they have received a lot of positive feedback from the groundbreaking and from people who ask about it. He encouraged and recommended approval of the fourth amendment.

Commissioner Connell stated that he does not understand why we would even consider amending the lease for a building that is not even completed. It should stay with the lease that was agreed upon. He does not know why it would need to be amended now. He has an issue with it and he does not know why it would be coming up at this point. We have an agreed to lease, he does not know why we have to keep changing it to add additional years along with everything else. He just does not see the need for it. Everybody has already agreed to the lease, so why, in the middle of the project, are we talking about changing it again to extend it even longer? **Commissioner Christian** remarked that he agreed with Commissioner Connell. Not necessarily with the terms of the lease, but more so the parking. If he comes to the Venetian Center and all the parking spots are filled and someone tells him he cannot park in a certain parking spot on the whole left side of the Venetian Center. That is a problem. They also say they will have personnel out front, but you cannot tow my car. He would park there anyway, because what really is going to happen? Is someone going to call the police? He will walk away from his car and leave it there because it cannot be towed. Basically, we will have signage in the parking lot, there will be personnel telling people that they cannot park there, but they cannot tow. Now, you could call the police and say to the cop that this is public parking, but there is a sign, yet they cannot enforce it. It would be different if we had a problem and the restaurant was filled and if baseball was going on or if someone came in saying "man, this place is packed, we have a problem." Right now we do not have a problem. He would prefer to bring this back when there is a problem. He asked the restaurant owner earlier where the employees were going to park? Are they going to park in the front or are they going to park all the way in the back because they were going to take up twenty parking spaces. For him, it is logistics and he hates preferred parking at public facilities. We have the Venetian Center that will conflict with the restaurant and now people will not have a place to park. When he goes to Mount Dora, he may have to park six blocks away from the restaurant he wants to eat at. He does not have a problem walking because that is

the restaurant he wants to go to. If people want to come to the restaurant, they will park further out and walk to the restaurant. It is a great thing to have and those people will get to see the marina, the boat club and the Venetian Garden when they walk. His only problem is with the preferred parking spots and no enforcement opportunities. He thinks it is going to create more problems than good. When people come down to park and they are told they cannot park there and if the parking attendant has a bad day and tries to enforce a law that is unenforceable, there will be problems. He does not have a problem with the lease extension, but he does have a problem with the preferred parking. **Commissioner Robuck** commented that he does not have a problem with the lease extension and he hopes they are here way longer than sixty years. That would be a great thing. If they are successful, it is not going to be controversial at all. They are going to want to stay and we are going to want to keep them. In terms of the parking, he does not have a problem with it. However, he does understand Commissioner Christian's concerns. If the rest of the commission does not want to let them have some parking signs, he gets it. He also has concerns about the restaurant because they need to have them. We will have issues when the Venetian Center is fully rented out and there will not be enough parking for both. He urged the Commission to move forward with the Mayor's idea of knocking down the Cultural Arts building to put some additional parking there. He knows some businesses have it and he cannot imagine their employees having a problem parking over there if the parking existed. It would be within a reasonable walking distance. However, right now there is nowhere for them to park other than the main lot. If we are not going with the preferred parking spots, then he hopes we at least address it that way. **Commissioner Burry** added that he was not opposed to the lease extension. As far as parking goes, the reality is, we will have parking problems. That is why we are looking at this now. We have the ability to use golf carts on Canal Street to cross Dixie Avenue, but parking is an issue and it will continue to become a bigger issue. For the restaurant to be successful, they need preferential parking. He is in favor of this. **Mayor Pederson** commented that he does not have a problem with the extension. He wanted to make sure that we were not setting the city up from the standpoint of the language where we find ourselves in a lawsuit forty years from now. **CA Watson** mentioned that the language, as the city manager said, is somewhat aspirational, as far as working together in good faith and having the default setup with fair market value being the rental rate. It makes sense to structure it that way. He does not see trouble hidden anywhere there. It allows for negotiation and it is clearly written that everyone must go back to negotiations. **Mayor Pederson** commented that at that point both parties would want an appraisal. **CA Watson** answered if they look at Section 3.2, where it says at the end of the final extended term the tenant will have the option to negotiate a new lease with the landlord at market rate, you could add something like "and on such other terms as agreeable to the city." Just to make it clear that you are not necessarily bound to just signing a new lease as long as it is at market rate. The city could also consider any other issues that are right for consideration at that point. **Mayor Pederson** said he just wanted to make sure it was structured in a way that reduced the risk of litigation for the city. **Commissioner Robuck** stated that he would not be in favor of that. They had a previous commissioner decide to rip out a boat ramp and put it in a no wake zone because he did not like that boat ramp near his house. He does not want a future commission to decide they do not like a restaurant on the water, so let's not renew the lease. If they want to pay the market rate, fine. **Mayor Pederson** agrees with his comments as well. He was looking to counsel asking them to structure it in a manner that minimizes the risk of litigation, but he knows there are no guarantees. **CA Watson** said he thinks this lease does that and the language is a bit gratuitous. It does yield concerns as you pointed out, but as it was written, it is pretty clear that the idea is that there will be negotiation. **Mayor Pederson** asked what he thought about an arbitration clause and if there was a dispute? **CA Watson** replied that he is not a big fan of arbitration. He would prefer the court system.

Mayor Pederson said that the city manager mentioned a second site. If we were to sell, they would have first right of refusal, correct? **CM Minner** replied yes, site two was if we carved out another site in the bay. He cannot remember the exact wording in that lease, but it basically said if we developed another site, they have first right of refusal to negotiate with the city. As we did that, we were eyeing the Cultural

Arts building as the next location for another potential restaurant. **Mayor Pederson** stated that he just wanted to make sure that we were not pre-agreeing the lease to another site where we could create more parking problems. He lastly commented that he thinks we should talk during the budget process about knocking down the Wellness Center. We need to create as much parking as we can. It is a nice problem to have, but when you think about the community building at the Ventian Center, the restaurant and everything hopping over there, we will have a parking problem. **CM Minner** said, ultimately, we do need to talk about knocking down that building. We need to do more planning on where we are going and whether it should be this site or another site for parking. We could throw some money at the budget for demolition. However, it should not be the number one project in fiscal year 2023. There are a lot of moving wheels for that and we need to find another location for the Health Care Clinic. We always eyed the Knights of Columbus building, but that has different uses. That building does need to come down, but when is the harder question. If we want to throw some demolition money at it to keep the process moving, that may take fifteen to twenty grand. **Commissioner Christian** added that before we start throwing demolition money at it, we should do an assessment of the ground. He would hate for the city to knock down that building and realize we have muck and mud. Then it could cost the city two hundred thousand dollars to secure the land before installing a parking lot. We should put some money aside to do an environmental assessment first, to make sure we can do what we think we want to do. However, he really is not in favor of tearing that building down. If we are going to say we need pylons to put in a parking lot and it costs five hundred thousand dollars, that is a lot for just a parking lot. We would be tearing down a perfectly good building for fifteen thousand dollars. So, before rushing into anything, he would like to get an assessment of that land to see if they can do what they think they want to do on that site. **Commissioner Connell** stated that the soil there is terrible, absolutely horrible. Tearing that building down for what little parking they would get is not a worthwhile thing to do. He just does not see it. Tearing that building down and the expense of doing a soil assessment, excavation and backfill; those costs will add up and we would get very little parking. We would only gain about twenty-five spots. He does not think that would be money well spent. It is not enough bang for the buck when there is nothing wrong with that building. **Mayor Pederson** remarked that he started the building conversation a month or two ago. Everytime he sits at that streetlight and he looks over there, it stands out like a sore thumb. Everything is nice, clean and modern, but this building. It is not just a building, it is an ugly building blocking the view of the new Pat Thomas field. **Commissioner Connell** said that he understands that, but we could put some money back into the building to dress it up. **Mayor Pederson** remarked that this item could be discussed during the budget process.

The roll call vote was:

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

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

3. **Resolution of the City Commission of the City of Leesburg, Florida, ratifying the Collective Bargaining Agreements Wage Opener with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants; and providing an effective date.**

ADOPTED RESOLUTION 11,059

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

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Connell stated after reading through this he spoke with the City Manager about it. Obviously, it is a bit of a staging item, where we give some now and then more in October. He thinks with the five percent they are looking to give in October, it will get them to the level that they need to be. With the five percent that we are going to give the police department in October, will everybody be getting the five percent across the board? **CM Minner** answered yes. **Commissioner Connell** replied that he was good with the police department going up now. However, he wanted to make sure whatever they were given in October that the general fund got the same. **CM Minner** replied that is how the draft for the FY-2023 budget is going.

The roll call vote was:

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

Five yeas, no nays, 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

None

1. None

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33 +/- acres; and being generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, lying in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such**

territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)

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

Mayor Pederson requested comments from the Commission and the audience. There were none. He then stated this item would be held over.

- 2. An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 33 +/- acres from Lake County Regional Office to City of Leesburg Estate Residential, for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance Subdivision SSCP)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry asked if we were looking at changing the comprehensive plan to city residential estate because the plan itself has commercial. He does not understand why we are changing it to a residential estate with the PUD having residential and commercial areas. **PZD Miller** stated that under the estate, future land use, it does permit up to four units an acre. If you have a PUD, then you can have a mix of uses. That is within the comprehensive plan definitions.

Mayor Pederson stated that this item would be held over.

- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33 +/- acres from Lake County A (Agriculture) to PUD (Planned Unit Development) to allow for a mixed use development of single-family residential and mini-warehouse storage units for a property generally located on the south side of County Road 48, east of County Road 33, and west of Haywood Worm Farm Road, as legally described in Sections 14 & 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)**

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

Mayor Pederson requested comments from the Commission and the audience.

Commissioner Burry commented he would like to get a better sense of this because when he looks at

the conceptual plan it is his understanding that it is a thirty-three acre site, and that three acres of it would be commercial. **PZD Miller** responded that the commercial area would be closer to ten acres. The original plan was for one hundred and thirty-three units, which were all single-family units. This plan is a revision to that which takes into account the adjoining industrial uses. So, on approximately ten or eleven acres on the east side of the property adjacent to the east vault company, there would be a mini storage facility with an office. It would be mini warehouses and the remainder of the site would be reduced down to eighty-three single family units on about twenty-one acres. **Commissioner Burry** asked if we were going to go for eighty-five single-family units because in the packet the PUD was different than what he had read. He wished he had written the page down, but it showed three acres. It said square footage, but when you do the math on the square footage, it is three acres. **PZD Miller** replied that the three acres were one hundred and thirty-nine thousand and that the amount of developed property within the ten acres would be mini-warehouses. That is one hundred and thirty-six or thirty-nine square feet of mini warehouses and that would equal out to three acres. **Commissioner Burry** replied that it would make sense there, but then we are talking about if it were thirty-three acres and we were taking out ten or eleven acres. He would not be able to support that. **PZD Miller** asked if there was a number that they could go back to and provide the applicant. **Commissioner Burry** replied that he remembers a development that was strictly residential came before them on this same piece of property about a year ago. He believes the commission turned it down because of the Cemex concrete company along with the industrial uses around it. He read an email this week. He was not sure what it was in response to, but the PW Director was addressing something about the garbage trucks for Covanta on Haywood Worm Farm Road backing up and that they could not get in. **Commissioner Connell** remarked that semis do backup on that road. **Commissioner Burry** commented that the county is telling the city that the entrance needs to be on Haywood Worm Farm Road. **PZD Miler** said that under the current plan the residential entrance is on County Road 48 only and the entrance for the mini-warehouse would come off of Haywood Worm Farm. That would separate that out and that was changed in the plan. **Commissioner Burry** remarked that he had just read Seth's letter from January where he said he did not want it coming out on County Road 48 and he would not argue that. All those things and since we have already turned this down and it is not an appropriate spot for a residential development, he is not in favor of it. **PZD Miller** stated that he had the property owners in attendance if they needed to ask any questions of them. **Commissioner Connell** asked if the residential area was not going to have any access off of Hawood Worm Farm and if all the residential areas would have to be accessed off County Road 48. **PZD Miller** responded that under the current plan, yes, with the exception of there being emergency access for fire fighters or something like that off Haywood Worm Farm Road to the residential areas; an emergency only. It would be a situation where they would have to knock the gate down or use a knoxbox. It would not be possible to use it on a day-to-day basis. **Commissioner Connell** added that he agrees with Commissioner Burry's remarks that this is not a prime location for a subdivision. It would be between two industrial areas on both sides of the property. He does not see any significant changes from what came before them almost a year ago other than some mini-warehouses. They did make one good adjustment because they did get the county to agree to not funnel all the traffic onto Haywood Worm Farm.

Mayor Pederson stated this item would be held over.

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 Watson had no comments to offer tonight.

9. CITY MANAGER ITEMS:

CM Minner had no items to discuss this evening.

10. ROLL CALL:

Commissioner Christian had nothing to discuss tonight.

Commissioner Burry said that we started talking when we were approving the big development south of County Road 48, Whispering Hills, about our comprehensive plan being pretty old. He was curious as to when the Commission felt it would be appropriate to address the comprehensive plan. **PZD Miller** replied that they were actually working on that now. They have some money in the budget under planning and zoning of fifty thousand dollars. **CM Minner** added that there are fifty thousand dollars in fiscal year 2022-2023 to start the comprehensive plan review. He believes what we need to do is get the RFP process rolling and bring in a professional consultant. **PZD Miller** replied that they are working on that this week. **CM Minner** suggested that because of a number of factors and it may be a different flavor than what he is reading from the commission, we may need to do a more indepth review of the comprehensive plan. We have come up with and made some changes already when putting in the subdivisions. Some of the concerns we have are about the higher density, along with what we have heard from the county and being compared to other communities in the region. We may need to take a comprehensive approach and the rule of thumb is that a comprehensive plan update should be done every ten years and we are sitting at eleven or twelve years. He may need to throw another hundred thousand dollars at this project to have one hundred and fifty thousand dollars in the budget because some of the comprehensive looks we need to do is where we need to go with densities, the PUDs, and we had a big issue with Sunnyside. As a Commission, when that was denied, that was a big change from the written agreement. To know that we want this to be a rural estate is not incorrect for a municipality. Typically, municipal corporations do not have rural areas. As like Lake County, they are feeling other development issues from around the State. We are in this fight to keep some of our rural nature, so those are the things that we need to look at. Maybe we do not want to do PUDs for everything. There could be sections of the city where PUDs may be needed and we could look off of US Highway 27. Plus, Sunnyside needs to be a strict R-1, which allows two units an acre zoning. Those are the comprehensive concepts that we need to take a look at and fifty grand is not going to get it. That is a major living breathing document. It is the heartbeat of what they do in the planning and zoning department. It is time to shake that thing up and look at it. He would say we need to step on the excelartor with getting a professional consultant on board because we will need professional consultation for that. We did not pay Stone and Gerken to rewrite the land use regulations. That would be a cumbersome and long task. Going through a comprehensive plan review and revision is a significant undertaking by a body, due to density, so we really need professional

assistance. He suggested going with the purchasing director and the planning and zoning director to get an initial swag out and bring someone in. Then, as we get into the fiscal year 2023, we will need to put more money into that. **PZD Miller** remarked that the staff is in total support of this process. **Mayor Pederson** stated this would also point out to applicants where they would be able to put in their forty-foot lots. **CM Minner** answered that this is where that would come up. When he became the city manager, he would have arguments at lunch with the planning and zoning director because he had never seen a community use PUDs so much. He is not saying that it is wrong or right, he is just saying that he has never seen a community do that. His experience in the communities where he worked is that they had residential designations; R-1, R-2, R-3 and R-4. Each designation would tell you how big that lot is allowed to be. It then equates to the density. They would have a map showing which areas are R-1, R-2 and so on. If a developer purchases property in an R-1 district and he wants to put in R-4, they would have to go through the rezoning process to get that density. However, we do not do that here, we do it the way the planning and zoning director said. That is why the question was raised earlier with the hook in the PUD and we can get to that density. He does not think they want to say no to forty-foot lots, because there is probably a place in Leesburg for forty-foot lots, but there are places in Leesburg where we do not want them. Right now, we do not have that vehicle in the comprehensive plan. We need to get there and we need to identify what the rural characteristics are that we want. We need to look at the special characteristics in each of the districts and see what we want. We probably need a section of the comprehensive plan that says, oh by the way, if you want a forty-foot lot, this is what your house needs to look like. That needs to be in the comprehensive plan, so we are not just free-wheeling it in the PUD. **PZD Miller** stated the lot sizes would actually fall under the land development regulations. Once we have finished the comprehensive plan, we will have to re-write the land development regulations because the land development regulations such as zoning support the comprehensive plan. It could state up to four units an acre and the new comprehensive plan would say and here are the conditions to allow up to four units an acre. Here are the conditions that you can have instead of having the PUD, which is what we currently use to get around things. To follow up the comprehensive plan, they would need to rewrite the land development regulations. **CM Minner** stated that the only words he would change for the planning and zoning director was "getting around things" because we do not do it to get around things. We do it because of our density areas because they are loosey-goosey. When the developers buy their land and they go see the planning and zoning department, they want a PUD. The planning and zoning department is not in a position to say why don't you look at a different location, and that is because our current code allows you to get around those things. It is the code, not the staff or the application. Our code is loosey-goosey and it needs to be tightened up. The design concept is expensive, but we need to put some money towards it. Aside from police, fire, and utilities, land use regulation is the next biggest thing. We have a lot of land use regulations and that is a big deal with all the development that is going on. **Mayor Pederson** asked if we could incorporate road requirements into that. **CM Minner** responded yes, that is another standard that we need to talk about because we have road standards. We have not necessarily used the road standards because our PUD language was loosey-goosey. Plus, the developers had not argued with us until recently about whether we were going to accept dedication or not. It was not that we were not going to dedicate the roads in the PUD language. In Section 8, under Transportation, it says that we are not going to dedicate the roads, but we might. That is pretty much what it says. The developers had no problems with taking on these subdivisions and not dedicating the roads because the numbers worked for them. That was his guess. However, recently, with costs having increased, they are on a razor margin of selling fifteen hundred square foot homes. Now they need dedication of that street because the HOA and the extra one hundred and fifty dollars in the HOA fund to get that person qualified to buy that house. It all comes down to the numbers and tough times. Three months ago, we did not have a developer squawking about keeping his road. Now, they want to get rid of the roads. Those are the things we need to review and freshen up. We are in the cycle of use and it is time.

Commissioner Robuck commented about parking. Should we revisit the hospital and talk to them about the parking along Canal and Dixie and whether they really need it? In the past, they said they needed it, but it has been vacant for about twenty years. **CM Minner** replied yes and now that they have changed and merged with UF, maybe their answer will be different. **Commissioner Robuck** jokingly said that he worries about updating the comprehensive plan, because then what would the Planning and Zoning Director do with his nights and weekends?

Commissioner Connell had no comment.

Mayor Pederson had no comment to offer.

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 7:35 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: April 25, 2022

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC for the installation of a new water main known as the Westside Drive Water Main Installation for an amount of \$676,127.71; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid 220171 to Bulldog Sitework, LLC and approval of the Resolution authorizing execution of the Construction Services Agreement for an amount of \$676,127.71.

Analysis:

The purpose of this project is to upgrade the water distribution system in the Westside Drive area by installing a new 12-inch water distribution line and new fire hydrants. The upgrade will improve the water service to the area as well as improve fire protection with new hydrants. The total project length is approximately 3,500 linear feet.

The existing water main piping will be abandoned in place. Those areas where the old pipe is in the Lake County Right of Way will be grout filled as required by the County.

Procurement Analysis:

The Procurement Division issued Invitation for Bid 220171 on March 7, 2022. On April 12, 2022, the City received six (6) bid responses electronically. Purchasing staff reviewed all bid submissions and have deemed Bulldog Sitework, LLC responsible and has submitted a responsive bid. The summary of bids is included here and a Final Detailed Bid Tabulation is attached.

SUMMARY OF BID RESPONSES

<u>BIDDER NAME</u>	<u>LOCATION</u>	<u>TOTAL BID AMOUNT</u>
<i>Bulldog Sitework, LLC</i>	<i>Lady Lake, FL</i>	<i>\$670,221.71</i>
Marion Rock	Ocala, FL	\$871,195.00
Cathcart Construciton Company- Florida, LLC	Oviedo, FL	\$884,111.00

DB Civil Construction LLC	St. Augustine, FL	\$934,750.00
AMICI Engineering Contractors, LLC	Wesley Chapel, FL	\$952,845.00
Carr and Collier, Inc.	Leesburg, FL	\$1,117,300.00

The City's Local Vendor Preference (LVP) policy was applied but did not result in a change in the low bidder. The low bidder, Bulldog Sitework, LLC, qualifies as a Tier II Local Vendor under the City's LVP policy.

The contract value is \$5,906.00 higher than the original bid submission. This amount is for the addition of grout filling the abandoned pipe where required. The grout filling scope of work was not included in the Schedule of Bid items as the need for grout filling was not known at that time.

The low bid amount by Bulldog Sitework, LLC did qualify as an Abnormally Low Bid (ALB) and was analyzed as an ALB. Bulldog has confirmed the work can be performed for the price bid. The price bid is also more than the City's Engineers of Probable Construction Costs. The engineer's estimate is approximately 2 years old. Staff is confident the price submitted by Bulldog is reasonable and accurate. Bulldog Sitework, LLC has completed work in the past and is currently working on the stormwater improvements at Arlington Ridge. Staff did verify two project references and both ratings were exceptional and are attached.

Options:

1. Approve award of the Invitation for Bid and the resolution authorizing execution of the Agreement with Bulldog Sitework, LLC as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are specifically budgeted and available in the Water Capital Improvement Project (CIP) account for this project.

Account No.	043-3099-533.63-10
Project No.	430002
WF No.	WF1284728 / 001
Requisition	54250
Budget	\$788,040.00
Available	\$749,350.00

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK, LLC FOR THE INSTALLATION OF A NEW WATER MAIN KNOWN AS THE WESTSIDE DRIVE WATER MAIN INSTALLATION FOR AN AMOUNT OF \$676,127.71; 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 **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466, Lady Lake, Florida 32159 for water main installation construction services on the City's Westside Drive Water Main Upgrade project pursuant to Invitation for Bid 220171.

THAT this resolution shall become effective immediately.

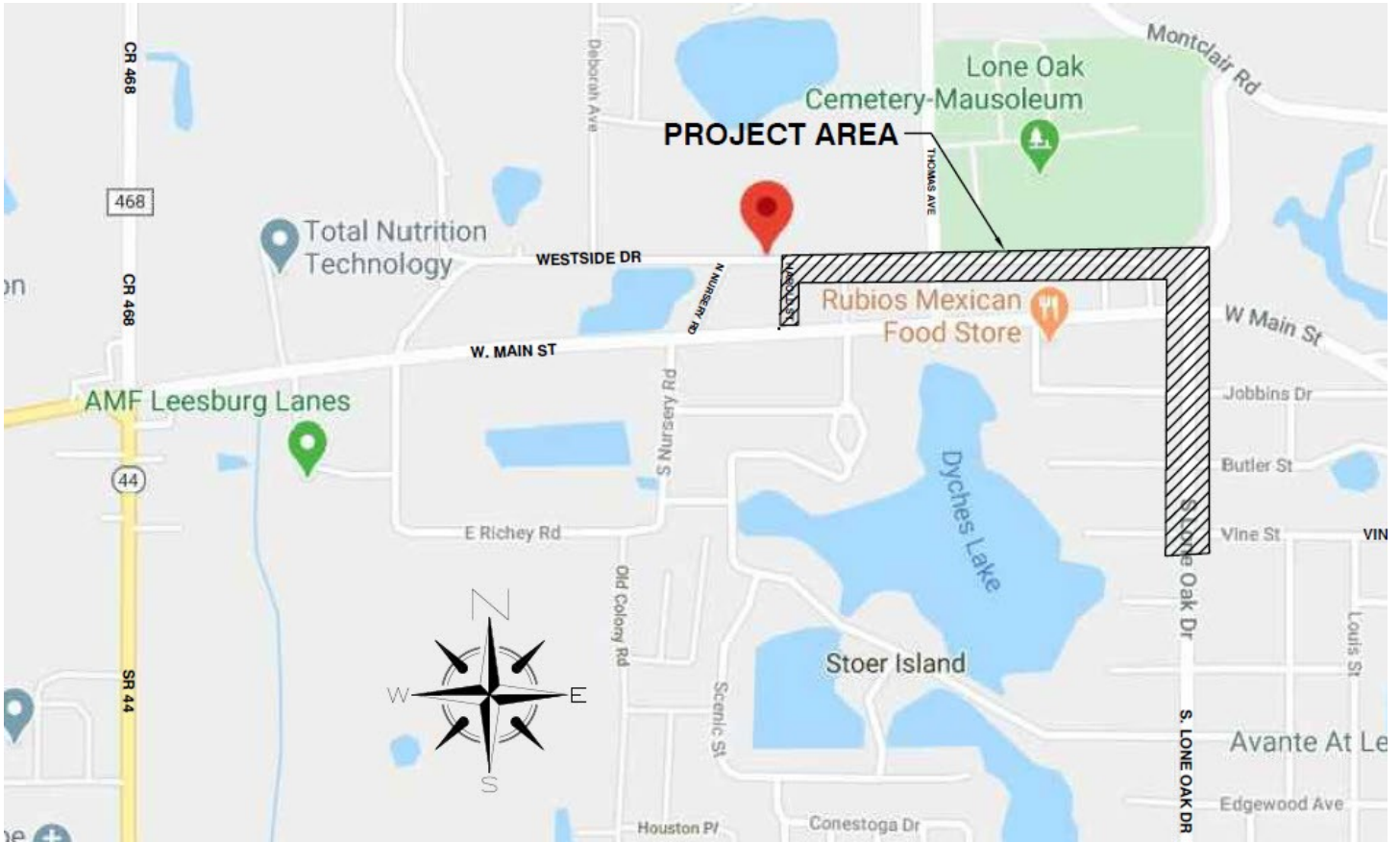
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of April 2022.

Mayor

ATTEST:

City Clerk

PROJECT AREA OVERVIEW



STARTS NEAR S. LONE OAK DRIVE & VINE STREET

RUNS NORTH ALONG S. LONE OAK ACROSS MAIN STREET

CROSSES S. LONE OAK DRIVE TO THE WEST AND THEN RUNS WEST ALONG WESTSIDE DRIVE AND THEN A SHORT LEG SOUTH ON HAROLD STREET

FINAL DETAILED BID TABULATION
INVITATION FOR BID 220171
WESTSIDE DRIVE WATER MAIN REPLACEMENT

Company Name:			BULLDOG SITEWORK LLC		Marion Rock		Cathcart Construction Company-Florida, LLC		DB Civil Construction LLC		AMICI Engineering Contractors LLC		Carr and Collier Inc.	
Location:			Lady Lake, FL		Ocala, FL		Oviedo, FL		St. Augustine, FL		Wesley Chapel, FL		Leesburg, FL	
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE BID	EXTENDED PRICE	UNIT PRICE BID	EXTENDED PRICE	UNIT PRICE BID	EXTENDED PRICE	UNIT PRICE BID	EXTENDED PRICE	UNIT PRICE BID	EXTENDED PRICE	UNIT PRICE BID	EXTENDED PRICE
Mobilization	1	LUMP SUM	\$37,446.50	\$37,446.50	\$37,795.00	\$37,795.00	\$72,000.00	\$72,000.00	\$80,000.00	\$80,000.00	\$95,000.00	\$95,000.00	\$100,000.00	\$100,000.00
110% Payment and Performance Bond	1	LUMP SUM	\$10,754.00	\$10,754.00	\$18,535.00	\$18,535.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$19,000.00	\$19,000.00	\$17,000.00	\$17,000.00
Survey/As-builts	1	LUMP SUM	\$16,500.00	\$16,500.00	\$7,895.00	\$7,895.00	\$12,500.00	\$12,500.00	\$16,000.00	\$16,000.00	\$13,000.00	\$13,000.00	\$11,000.00	\$11,000.00
Temporary Traffic Control (TTC) (fka MOT)	1	LUMP SUM	\$6,728.15	\$6,728.15	\$89,885.00	\$89,885.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00	\$37,000.00	\$37,000.00	\$30,000.00	\$30,000.00
Connect to Existing Water Main	3	EACH	\$5,183.58	\$15,550.74	\$7,455.00	\$22,365.00	\$5,000.00	\$15,000.00	\$4,500.00	\$13,500.00	\$9,700.00	\$29,100.00	\$5,000.00	\$15,000.00
12-inch C900 DR18 PVC Water Main	3100	LINEAR FEET	\$97.88	\$303,428.00	\$104.10	\$322,710.00	\$133.00	\$412,300.00	\$135.00	\$418,500.00	\$130.00	\$403,000.00	\$190.00	\$589,000.00
6-inch C900 DR18 PVC Water Main	25	LINEAR FEET	\$178.83	\$4,470.75	\$63.00	\$1,575.00	\$80.00	\$2,000.00	\$90.00	\$2,250.00	\$93.00	\$2,325.00	\$100.00	\$2,500.00
12-inch DIP Water Main	300	LINEAR FEET	\$144.52	\$43,356.00	\$89.00	\$26,700.00	\$150.00	\$45,000.00	\$185.00	\$55,500.00	\$130.00	\$39,000.00	\$180.00	\$54,000.00
1-inch Water Services	18	EACH	\$1,993.60	\$35,884.80	\$1,755.00	\$31,590.00	\$1,821.00	\$32,778.00	\$1,900.00	\$34,200.00	\$2,100.00	\$37,800.00	\$2,100.00	\$37,800.00
12-inch Gate Valves	14	EACH	\$4,257.00	\$59,598.00	\$4,485.00	\$62,790.00	\$4,398.00	\$61,572.00	\$5,300.00	\$74,200.00	\$4,100.00	\$57,400.00	\$5,600.00	\$78,400.00
Fire Hydrant Assembly	4	EACH	\$6,039.00	\$24,156.00	\$7,050.00	\$28,200.00	\$6,809.00	\$27,236.00	\$7,500.00	\$30,000.00	\$5,200.00	\$20,800.00	\$8,000.00	\$32,000.00
Directional Drill 14" HDPE	300	LINEAR FEET	\$195.45	\$58,635.00	\$206.00	\$61,800.00	\$171.00	\$51,300.00	\$195.00	\$58,500.00	\$220.00	\$66,000.00	\$210.00	\$63,000.00
Open Cut & Repair - Asphalt Roadway	180	SQUARE YARD	\$51.46	\$9,262.80	\$108.00	\$19,440.00	\$135.00	\$24,300.00	\$200.00	\$36,000.00	\$77.00	\$13,860.00	\$150.00	\$27,000.00
Open Cut & Repair - Concrete Driveway	60	SQUARE YARD	\$178.36	\$10,701.60	\$138.00	\$8,280.00	\$81.00	\$4,860.00	\$90.00	\$5,400.00	\$110.00	\$6,600.00	\$70.00	\$4,200.00
Open Cut & Repair - Asphalt Driveway	40	SQUARE YARD	\$103.76	\$4,150.40	\$108.00	\$4,320.00	\$135.00	\$5,400.00	\$200.00	\$8,000.00	\$77.00	\$3,080.00	\$150.00	\$6,000.00
Open Cut & Repair - Concrete Sidewalk	180	SQUARE YARD	\$70.36	\$12,664.80	\$82.00	\$14,760.00	\$68.00	\$12,240.00	\$90.00	\$16,200.00	\$66.00	\$11,880.00	\$60.00	\$10,800.00
Pressure Testing	1	LUMP SUM	\$3,922.27	\$3,922.27	\$7,600.00	\$7,600.00	\$9,375.00	\$9,375.00	\$13,000.00	\$13,000.00	\$8,700.00	\$8,700.00	\$12,600.00	\$12,600.00
Density Testing	1	LUMP SUM	\$2,435.40	\$2,435.40	\$3,755.00	\$3,755.00	\$6,250.00	\$6,250.00	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$7,000.00	\$7,000.00
Restoration	1	LUMP SUM	\$10,576.50	\$10,576.50	\$101,200.00	\$101,200.00	\$62,500.00	\$62,500.00	\$32,500.00	\$32,500.00	\$86,000.00	\$86,000.00	\$20,000.00	\$20,000.00
Total			\$670,221.71		\$871,195.00		\$884,111.00		\$934,750.00		\$952,845.00		\$1,117,300.00	
Local Vendor Tier I - 5%			\$695,221.71		NA		NA		NA		NA		\$695,221.71	
Local Vendor Tier II - 2%			\$705,221.71		NA		NA		NA		NA		\$705,221.71	
Contractors License Number			CUC1225579		CUC1223772		CGC051005		CUC1224644		CUC1224698		CUC056650	
License Verified			Yes		Yes		Yes		Yes		Yes		Yes	
Time for Completion			120		120		120		120		120		120	
Local Vendor Preference (Yes/No)			Yes - Tier II		No		No		No		No		Yes - Tier I	
Project References			Yes		Yes		Yes		Yes		Yes		Yes	
Scrutinized Companies Certification			Yes		Yes		Yes		Yes		Yes		Yes	
Bid Guarantee / Bid Bond			Yes		Yes		Yes		Yes		Yes		Bid Bond - Yes	
Performance & Payment Bond			Yes		Yes		Yes		Yes		Yes		Yes	
Conflict of Interest			No		No		No		No		No		No	
Exceptions Taken?			No		No		No		No		No		No	
RESPONSIVE			YES		YES		YES		YES		YES		YES	
RESPONSIBLE			YES		YES		YES		YES		YES		YES	

Detailed Bid Tabulation has been reviewed and approved.


Mike Thornton, CPPO - Purchasing Manager

#6

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Friday, April 15, 2022 10:19:12 AM
Last Modified: Friday, April 15, 2022 10:20:32 AM
Time Spent: 00:01:19
Email: [REDACTED]
IP Address: [REDACTED]

Page 1: CITY OF LEESBURG - PURCHASING DIVISION

Q1 Yes

Has the Contractor listed above performed work for your agency/company?

Q2

Person Completing This Survey

Name	Mike Wood
Title	Owner
Agency/Company	Multiple RV Parks
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3 Yes

Did this Contractor manage the schedule and meet milestones and completion dates?

Q4 Yes

Has the work of this Contractor been consistently thorough, acceptable and professional?

Q5 No

Were there any known non-payments to Sub-Contractors or Material Suppliers?

Q6 Yes

Did the contractor adequately protect surrounding areas for public safety?

Q7	No
Have or were there any problems with this Contractor's work or conduct?	
Q8	No
Were there any disputes regarding their work?	
Q9	No
Would you have any reason to not contract with this company in the future should you have the opportunity?	
Q10	
Please rate the Contractor's overall job performance:	
☆	Exceptional

#5

COMPLETE

Collector: Email Invitation 1 (Email)
Started: Thursday, April 14, 2022 10:23:26 PM
Last Modified: Thursday, April 14, 2022 10:24:49 PM
Time Spent: 00:01:23
Email: [REDACTED]
IP Address: [REDACTED]

Page 1: CITY OF LEESBURG - PURCHASING DIVISION

Q1 Yes

Has the Contractor listed above performed work for your agency/company?

Q2

Person Completing This Survey

Name	Grant Gore
Title	Manager
Agency/Company	Lady Lake, Inc.
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3 Yes

Did this Contractor manage the schedule and meet milestones and completion dates?

Q4 Yes

Has the work of this Contractor been consistently thorough, acceptable and professional?

Q5 No

Were there any known non-payments to Sub-Contractors or Material Suppliers?

Q6 Yes

Did the contractor adequately protect surrounding areas for public safety?

Q7	No
Have or were there any problems with this Contractor's work or conduct?	
Q8	No
Were there any disputes regarding their work?	
Q9	No
Would you have any reason to not contract with this company in the future should you have the opportunity?	
Q10	
Please rate the Contractor's overall job performance:	
☆	Exceptional

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the __25th__ day of __April__ in the year 2022, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466, Lady Lake, Florida 32159 (hereinafter referred to as the "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 220171 – Westside Drive Water Main Replacement in its entirety; and
- c. The Professional Drawings titled Westside Drive Watermain Upgrades prepared by HALFF dated June 2020; and
- d. The Technical Specifications document prepared by HALFF consisting of 173 pages; and
- e. Schedule of Contract Items included as Attachment 'A'; and
- f. Supplemental Conditions included as Attachment 'B'; and
- g. The CONTRACTOR'S response to IFB 220171 made electronically on April 12, 2022 at 1:17:12 PM EST.

2. **SCOPE OF SERVICES**

The CONTRACTOR shall furnish the following services generally described as the **“WESTSIDE DRIVE WATER MAIN UPGRADE”** to the CITY as listed in Invitation for Bid 220171. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for same or similar work.

3. **TOTAL CONSTRUCTION COST**

The CONTRACTOR shall perform the Services for a total price not to exceed **\$676,127.71**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **LABOR AND MATERIALS**

The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

5. **PROFESSIONAL LICENSE**

The CONTRACTOR holds a Certified Underground Utility and Excavation Contractor license number CUC 1225579 issued by the State of Florida. The name of the Qualifying Agent is Naiara Petralanda. CONTRACTOR must maintain this license during the full duration of this Agreement.

6. **TERM OF AGREEMENT**

This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **COMMENCEMENT AND COMPLETION**

The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED TWENTY (120)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **LIQUIDATED DAMAGES**

The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-HUNDRED TWENTY FIVE DOLLARS (\$125.00) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the

CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **TERMINATION FOR CONVENIENCE OR CAUSE.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that

a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing

agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

11. FORCE MAJEURE

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence affecting either party that impacts the performance period under this contract, the affected party shall give immediate written notice to the other party to explain the cause and probable duration of any such affect on the performance period.

12. **INSURANCE REQUIREMENTS.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater. iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as

applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy

shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

13. **WAIVER OF LIEN**

The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim

arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

14. INDEMNIFICATION

This Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06. The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

15. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

16. SEVERABILITY OF ILLEGAL PROVISIONS

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. CODES, LAWS, AND REGULATIONS

CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

18. PERMITS, LICENSES, AND FEES

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

19. PUBLIC RECORDS RETENTION

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

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

20. ACCESS TO RECORDS

The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

21. CONTINGENT FEES PROHIBITED

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

22. ACCEPTANCE OF GOODS OR SERVICES

The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not

be deemed complete, until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the CITY and shall comply with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods or services purchased as a result of this solicitation or Agreement may be tested or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

23. OWNERSHIP OF DOCUMENTS

All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR

(or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

24. INDEPENDENT CONTRACTOR

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

25. ASSIGNMENT

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

26. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

27. NOTICES

All notices, certifications or communications required by this Agreement shall be

given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Bulldog Sitework, LLC
 Naiara Petralanda
 609 Highway 466
 Lady Lake, Florida 32159
 352-267-4664
 naiara@bulldogsitework.com

If to City of Leesburg: Mike Thornton, CPPO
 Purchasing Manager
 501 West Meadow Street
 Leesburg, Florida 34748
 mike.thornton@leesburgflorida.gov
 (352) 728-9880

28. GOVERNING LAW

This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

29. JURISDICTION AND VENUE

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party

consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

30. APPROVAL OF PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

31. DISCLOSURE OF CONFLICT

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

32. WARRANTY

The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

33. RISK OF LOSS

The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

34. EMPLOYMENT ELIGIBILITY

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

35. ILLEGAL ALIEN LABOR

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

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

36. COUNTERPARTS

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

37. AUTHORITY TO OBLIGATE

Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for

whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

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

BULLDOG SITEWORK, LLC

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Mike Pederson, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'

SCHEDULE OF CONTRACT ITEMS

DESCRIPTION	QTY	UNIT	UNIT PRICE BID	EXTENDED PRICE
Mobilization	1	LS	\$37,446.50	\$37,446.50
110% Payment and Performance Bond	1	LS	\$10,754.00	\$10,754.00
Survey/As-builts	1	LS	\$16,500.00	\$16,500.00
Temporary Traffic Control (TTC) (fka MOT)	1	LS	\$6,728.15	\$6,728.15
Connect to Existing Water Main	3	EA	\$5,183.58	\$15,550.74
12-inch C900 DR18 PVC Water Main	3100	LF	\$97.88	\$303,428.00
6-inch C900 DR18 PVC Water Main	25	LF	\$178.83	\$4,470.75
12-inch DIP Water Main	300	LF	\$144.52	\$43,356.00
1-inch Water Services	18	EA	\$1,993.60	\$35,884.80
12-inch Gate Valves	14	EA	\$4,257.00	\$59,598.00
Fire Hydrant Assembly	4	EA	\$6,039.00	\$24,156.00
Directional Drill 14" HDPE	300	LF	\$195.45	\$58,635.00
Open Cut & Repair - Asphalt Roadway	180	SY	\$51.46	\$9,262.80
Open Cut & Repair - Concrete Driveway	60	SY	\$178.36	\$10,701.60
Open Cut & Repair - Asphalt Driveway	40	SY	\$103.76	\$4,150.40
Open Cut & Repair - Concrete Sidewalk	180	SY	\$70.36	\$12,664.80
Pressure Testing	1	LS	\$3,922.27	\$3,922.27
Density Testing	1	LS	\$2,435.40	\$2,435.40
Restoration	1	LS	\$10,576.50	\$10,576.50
Additive 1: Grout Filling	1	LS	\$5,906.00	\$5,906.00
Total				\$676,127.71

Attachment 'A'



Additional Scope

BULLDOG SITEWORK LLC
609 HWY 466
Lady Lake, FL 32159
352.267.4664
Naiara@BulldogSitework.com

Date: 4-18-2022
Owner: City of Leesburg
Contractor: Bulldog Sitework LLC
Project Name: Westside Watermain
Upgrades

Changes to the contract

Grout lines under W. Main St and Thomas Ave.

200 LF @ \$29.53/LF Total \$5906.00

Original contract sum	\$670,221.71
Total amount of the additional work	\$5906.00
The new contract amount including this change order will be	\$676127.71
The contract time will be changed by the following number of days	0 days

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract

Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.
- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information

prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if

the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR

prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume it's completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with

those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of "sleeves" for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not

limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.

- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to

the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.
 - iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.

- iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the

- A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
- ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
- i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications
- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that

CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall

not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or

undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the

signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in

connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part

of the Work and the division of responsibility in respect thereof and access thereto.

- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact

progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon "completion" shall not be payable until the CITY, it's Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.
- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after

receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or

sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property

of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the

introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs

incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or

Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference.

Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in

writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents,

and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the

parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which

shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected

by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site

and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 25, 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 an Office Use Agreement between the City of Leesburg and Lake Economic Area Development Corporation, for office space at Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Office Use Agreement with Lake Economic Area Development Corporation.

Analysis:

Lake Economic Area Development Corporation wishes to occupy Suite 102, at the Airport Administration building located at 8807 Airport Blvd, Leesburg, FL 34788. Suite 102 is approximately 540 square feet. It has both exterior and interior entries. It is currently not utilized by airport staff.

Under the terms of the agreement, Lake Economic Area Development Corporation will pay a monthly rate of \$500.00 for a term of 5 years.

Procurement Analysis:

N/A

Options:

1. Approve and execute the Office Use Agreement with Lake Economic Area Development Corp.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This agreement will generate a total of \$6,000.00 annually or \$500.00 a month for five years in revenue to the airport fund.

Account No. 048-0000-362-0200

Submission Date and Time: 4/20/2022 11:52:10 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN OFFICE USE AGREEMENT BETWEEN THE CITY OF LEESBURG AND LAKE ECONOMIC AREA DEVELOPMENT CORPORATION, FOR OFFICE SPACE AT LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an Office Use Agreement with Lake Economic Area Deveopment Corporation.

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 25th day of April 2022.

Mayor

ATTEST:

City Clerk

OFFICE USE AGREEMENT

THIS AGREEMENT is entered into as of 25th day of April, 2022, between **THE CITY OF LEESBURG, FLORIDA**, as Owner, and **LAKE ECONOMIC AREA DEVELOPMENT CORPORATION**, as Occupant.

TERM. The term of this Agreement shall commence on the 1st day of July, 2022 and shall continue thereafter for a term of five years.

TERMINATION. Either party may terminate this Agreement, by giving written notice to the other party at least thirty (30) days prior to the effective date of the termination.

USE. Owner shall provide, subject to the terms of this Agreement, use of Suite 102, at Owner's property, described as 8807 Airport Boulevard, Leesburg, Florida 34788.

COMPENSATION. Occupant shall pay Owner the sum of \$500.00 per month, plus any applicable sales taxes, payable on the first day of each calendar month during the term of this Agreement, without invoice or demand.

MAIL. Occupant shall not receive regular mail deliveries at the premises, but may on an occasional basis receive documents either by hand delivery or by Federal Express, UPS or another overnight courier service. Owner shall have no obligation to forward any such items delivered to the premises, to the Occupant, and shall have no liability for the loss of or damage to any such items. Occupant may contact the United States Postal Service to setup regular mail delivery at a designated mailbox, centrally located on Airport Blvd.

CONFERENCE ROOM USE. In addition to routine use of Suite 102, Occupant anticipates utilizing Suite 101, the conference room, on an occasional basis. Occupant has been informed of other entities that frequently use Suite 101, and has assured Owner that no conflicts exist. All usage by Occupant shall be inferior to the rights of Owner to use the premises for its own purposes, and Owner may decline use by Occupant if Owner has planned to use the premises at the same time.

NOTICES. Notices may be sent by regular mail, via hand delivery, or by Federal Express, UPS or other widely recognized overnight courier service. Notices sent by regular mail shall be considered effective as of the third business day following posting, whether or not received. Notices sent by hand delivery shall be effective upon delivery. Notices sent by overnight courier service shall be effective on the next business day after the notice is placed in the hands of the courier service for delivery. Notices to Owner shall be sent to City Hall, 501 West Meadow Street, Leesburg, Florida 34748, Attention: Airport Manager. Notices to Occupant shall be sent to President – LEAD 1196 Lakeshore Drive, Mount Dora, Florida 32757.

ASSIGNMENT. Occupant may not assign its rights or delegate any of its responsibilities under this Agreement, without the prior, written consent of Owner, which may be granted or withheld in Owner's sole and unfettered discretion.

ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It 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 except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
MIKE PEDERSON, Mayor

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

WITNESSES: LAKE ECONOMIC AREA
DEVELOPMNET CORPORATION

BY: _____
BEN PAULUHN, President

(Type or print name of witness)

(Type or print name of witness)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 25, 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 an amendment to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with the Florida Department of Transportation, for the Customs & Border Protection Facility Rehabilitation project, to extend the end date of the Agreement to October 1, 2022; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of the PTGA Amendment, to extend the end date of the Agreement.

Analysis:

The Customs Rehabilitation project was approved by Resolution 10,558, dated December 19, 2019. The Public Transportation Grant Agreement (PTGA) is set to expire on June 1, 2022. Airport staff has requested an extension of the Agreement with the Florida Department of Transportation, to allow the contractor to finish the remaining work. The remaining work to be done is programming of the security items; cameras, card readers, and intrusion detection system, then train the Customs personnel on use of the systems. Scheduling the outstanding work has been challenging due to the lack of a dedicated agent at the Leesburg Customs facility. Although the facility remains operational as needed, it is armed, and airport staff is no longer able to enter without an agent present.

Procurement Analysis:

N/A

Options:

1. Approve and execute the time extension Amendment to PTGA Financial No. 446941-1-94-01; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None.

Submission Date and Time: 4/20/2022 11:53:56 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) (FINANCIAL PROJECT NO. 446941-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE CUSTOMS & BORDER PROTECTION FACILITY REHABILITATION PROJECT, TO EXTEND THE END DATE OF THE AGREEMENT TO OCTOBER 1, 2022; 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 amendment to the Public Transportation Grant Agreement with the Florida Department of Transportation.

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 25th day of April 2022.

Mayor

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-04
STRATEGIC
DEVELOPMENT
OGC 02/19

DATE: 4/5/22

TO: Tracey Dean
Leesburg International Airport

FROM: Allison McCuddy

CONTRACT NUMBER: G1H86

AMENDMENT NUMBER: 1

FINANCIAL MANAGEMENT NUMBER: 446941-1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Leesburg International Airport ("Agency"), dated 12/12/2019, is scheduled to expire on the 1 day of June, 2022.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 1 day of October, 2022, for additional time to complete the Project for the following reasons: The remaining work to be done is programming the security items, cameras, card readers, and intrusion detection systems, then train the agent to use. The contractor and subs are having a hard time scheduling the remaining work because the Leesburg Customs agent retired and we do not have a full time, dedicated agent assigned yet. Since the facility is now 'armed', not even I am able to enter without an agent present.

Thank you,
Tracey Dean
Airport Manager.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____ (to be completed by Department).

Agency: City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 25, 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 provide the Airport Manager of Leesburg International Airport, consent to sign non-monetary, grant related documents with the Florida Department of Transportation; and providing an effective date.

Staff Recommendation:

Staff recommends providing the Airport Manager authority to sign non-monetary documents with the Florida Department of Transportation

Analysis:

Permitting the Airport Manager to sign non-monetary documents, such as extensions of agreements, will expedite and simplify grant procedure requirements.

Procurement Analysis:

N/A

Options:

1. Provide the Airport Manager with signatory rights on non-monetary FDOT grant documents; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None.

Submission Date and Time: 4/20/2022 11:55:14 AM

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO PROVIDE THE AIRPORT MANAGER OF LEESBURG INTERNATIONAL AIRPORT, CONSENT TO SIGN NON-MONETARY, GRANT RELATED DOCUMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; 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 provide the Airport Manager with signatory rights on non-monetary FDOT grant documents.

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 25th day of April 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: April 25, 2022

From: Joseph Mera, (Deputy Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, ratifying the Collective Bargaining Agreement Wage Opener with the International Association of Fire Fighters (IAFF) Local 2957; and providing an effective date.

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement.

Analysis:

After thoughtful negotiations, agreements have been reached with the International Association of Firefighters (IAFF) Local 2957 for Firefighters, Driver/Engineers and Lieutenants. The union membership approved the agreement. The agreement will become effective April 30, 2022. The basic foundation of the tentative Agreement is to match wages with Lake County Fire and EMS. The union ratification vote was 36 in favor, 0 opposed.

The proposed modification would be effective April 30, 2022, with wage increases of 3% for all positions. Effective October 1, 2022, the proposal is to increase all wages by 5%. The Paramedic compensation will be paid as an "Add Pay" in the amount of \$3.98 per hour effective April 30, 2022, and \$4.45 per hour effective October 1, 2022.

With regard to the 5% wage offer for FY23, management is of the opinion that a greater than 3% wage increase will be required to keep pace with inflation and provide reasonable wage adjustments across the board for all City employees.

In conjunction with the consideration of the CBA, management also seeks approval to increase command staff by 3%, effective April 30. Command staff includes: Battalion Chiefs, Fire Captain, Fire Division Chief, Deputy Fire Chief, and Fire Chief.

Procurement Analysis:

N/A

Options:

1. Ratify the Collective Bargaining Agreements with the International Association of Firefighters

(IAFF) Local 2957; or

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

Fiscal Impact:

The financial implications of the new CBA will become effective April 1, 2022. The new CBA increase for personnel expenses including benefits is estimated to be \$56,836 for the remainder of FY 22. The total CBA changes for the already approved Fire CBA and this change is \$231,836 which is available in the FY 22 General Fund budget due to position vacancies. An additional increase of 5% on October 1, 2022 is estimated to be another \$181,805 and will be included in the Fiscal Year 2022-23 budget. Refer to the attached document (Article 6 CBA) for more details.

Submission Date and Time: 4/20/2022 11:57:09 AM

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT
WAGE OPENER WITH THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS (IAFF) LOCAL 2957; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT agreement has been reached with the International Association of Firefighters (IAFF) Local 2957. The union membership approved the agreement, and

THAT these agreements are hereby ratified and accepted by the City of Leesburg, and

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 25th day of April 2022.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 25, 2022

From: Dan Miller, (Planning and Zoning Director)

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

Staff Recommendation:

Staff recommends approval of the request to create the Lake Harris Community Development District for the Eagletail Landing subdivision.

Analysis:

The request is to approve the creation of the Lake Harris Community Development District for the Eagletail Landing subdivision, which is generally located on the south side of County Road 48 and west of Number 2 Road, as shown on the attached map.

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 include, but are not limited to, the financing, funding, construction and operation of water and wastewater systems, roads, bridges, transit shelters, environmental, conservation and mitigation areas, parks, plus schools and security measures. These services may vary from district to district. CDD's are specific to a described area, and have no zoning, development permitting or police power, and have no authority to encumber debt to a local government. Each district must remain in compliance with the local governments' comprehensive plan.

Currently, the City of Leesburg has three (3) Community Development Districts within its municipal boundaries, which include the Arlington Ridge, Villages at West Lake, and Tara Oaks subdivisions.

Approval of this request does not create a negative impact on the City's Comprehensive Plan or the surrounding property owners.

Procurement Analysis:

N/A

Options:

1. Approve the proposed ordinance creating the Lake Harris Community Development District for the Eagletail Landing subdivision, or
2. Other such 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 of Leesburg is anticipated.

Submission Date and Time:

ORDINANCE NO. _____

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

WHEREAS, Hanover 623 Holdings, LLC (“**Petitioner**”), having obtained written consent to the establishment of the District (hereinafter defined) by the owner of one hundred percent (100%) of the real property to be included in the District, has filed a Petition to Establish the Lake Harris Community Development District (“**Petition**”) with the City Commission of the City of Leesburg, Florida (“**City Commission**”) pursuant to Section 190.005(2)(e), *Florida Statutes*, as amended, to adopt an ordinance establishing the Lake Harris Community Development District (“**District**”) pursuant to Chapter 190, *Florida Statutes*, as amended; and

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated herein by reference, the overall boundaries encompassing 162.53 acres, more or less.

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

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

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

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 25th day of April 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

A parcel of land located in the East half of Section 18 and the Northeast quarter of Section 19, in Township 20 South, Range 25 East, Lake County, Florida. Said parcel being more particularly described as follows:

Commence at the East quarter corner of Section 18, Township 20 South, Range 25 East, thence along the East line of the Southeast quarter of Section 18 run South 44° 55' 10" West, 174.53 feet; thence North 59° 21' 38" West, 103.86 feet to the Point of Beginning; thence South 00° 18' 13" West, 28.97 feet; thence South 59° 21' 47" East, 28.97 feet to the Westerly right of way line of No 2 Road; thence along the Westerly right of way line the following three courses; South 00° 16' 09" West, 352.23 feet; thence South 19° 19' 06" East, 37.40 feet; South 00° 09' 16" East, 774.78 feet to the North line of the South half of the Southeast quarter of said Section 18; thence along said North line run North 89° 11' 38" West, 532.64 feet; thence leaving said North line run South 45° 49' 11" West, 140.01 feet to the West line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the said West line run South 00° 49' 40" West, 565.30 feet to the South line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the South line run South 89° 12' 09" East, 410.43 feet to the Westerly right of way line of No. 2 Road; said point being on a curve concave Easterly, having a radius of 465.00 feet, a central angle of 40° 31' 07" and a chord of 322.03 feet that bears South 06° 17' 03" East; thence along the arc of said curve and said Westerly right of way a distance of 328.84 feet to the point of tangency;

Thence continue along said Westerly right of way the following two courses; run South 26° 32' 36" East, 222.98 feet to the point of curvature of a curve to the right, having a radius of 760.00 feet, a central angle of 27° 58' 08" and a chord of 367.32 feet that bears South 12° 33' 32" East; thence along the arc of said curve a distance of 370.99 feet to the point of tangency; thence South 01° 25' 32" West, 451.56 feet to the South line of the North half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along the South line run North 89° 12' 08" West, 1296.66 feet to the West line of the South half of the Northeast quarter of the Northeast quarter of Section 19, Township 20 South, Range 25 East; thence along said West line run South 00° 53' 24" West, 662.10 feet to the South line of the North 1 quarter of the Northeast quarter of Section 19; thence along the South line run North 89° 11' 15" West, 1329.02 feet to the West line of the Northeast quarter of Section 19; thence along said West line run North 00° 02' 23" East, 1323.53 feet to the North quarter corner of Section 19, also being the South quarter corner of the aforesaid Section 18; thence along the West line of the Southeast quarter of Section 18 run North 00° 33' 16" East, 1329.60 feet to the North line of the South half of the Southeast quarter of Section 18; thence along the North line run South 89° 11' 17" East, 1994.70 feet to the East line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the East line run North 00° 50' 19" East, 664.29 feet to the North line of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the North line run North 89° 10' 24" West, 665.83 feet to West line of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 18; thence along the West line run North 00° 45' 05" East, 689.46 feet to the East line of Rumford Road, a.k.a. County District Road No 2-3220, as maintained at the edge of pavement on August 15, 2021; thence along the East line of Rumford Road the following eight courses; thence North 14° 17' 25" East, 5.23 feet; thence North 21° 41' 22" East, 45.63 feet; thence North 26° 36' 21" East, 51.50 feet; thence North 26° 56' 12" East, 51.79 feet; thence North

27° 29' 30" East, 116.04 feet; thence North 26° 48' 23" East, 67.20 feet; thence North 26° 38' 09" East, 59.46 feet; thence North 26° 47' 09" East, 56.05 feet; thence North 26° 05' 08" East, 38.32 feet to the South right of way line of County Road No. 48; thence along the South line run South 59° 21' 38" East, 1189.78 feet to the Point of Beginning.

Said parcel contains 162.53 acres, more or less.

EXHIBIT A

A parcel of land located in the East half of Section 18 and the Northeast quarter of Section 19, in Township 20 South, Range 25 East, Lake County, Florida. Said parcel being more particularly described as follows:

Commence at the East quarter corner of Section 18, Township 20 South, Range 25 East, thence along the East line of the Southeast quarter of Section 18 run South $44^{\circ} 55' 10''$ West, 174.53 feet; thence North $59^{\circ} 21' 38''$ West, 103.86 feet to the Point of Beginning; thence South $00^{\circ} 18' 13''$ West, 28.97 feet; thence South $59^{\circ} 21' 47''$ East, 28.97 feet to the Westerly right of way line of No 2 Road; thence along the Westerly right of way line the following three courses; South $00^{\circ} 16' 09''$ West, 352.23 feet; thence South $19^{\circ} 19' 06''$ East, 37.40 feet; South $00^{\circ} 09' 16''$ East, 774.78 feet to the North line of the South half of the Southeast quarter of said Section 18; thence along said North line run North $89^{\circ} 11' 38''$ West, 532.64 feet; thence leaving said North line run South $45^{\circ} 49' 11''$ West, 140.01 feet to the West line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the said West line run South $00^{\circ} 49' 40''$ West, 565.30 feet to the South line of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 18; thence along the South line run South $89^{\circ} 12' 09''$ East, 410.43 feet to the Westerly right of way line of No. 2 Road; said point being on a curve concave Easterly, having a radius of 465.00 feet, a central angle of $40^{\circ} 31' 07''$ and a chord of 322.03 feet that bears South $06^{\circ} 17' 03''$ East; thence along the arc of said curve and said Westerly right of way a distance of 328.84 feet to the point of tangency;

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Said parcel contains 162.53 acres, more or less.

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

David Wilbourn
Kutak Rock, LLP
107 W College AVE
Tallahassee FL 32301-7707

STATE OF FLORIDA, COUNTY OF LAKE

The Daily Commercial, a newspaper printed and published in the city of Leesburg, and of general circulation in the Counties of Lake and Sumter, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

03/21/2022, 03/28/2022, 04/04/2022, 04/11/2022

and that the fees charged are legal.
Sworn to and subscribed before on 04/11/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1351.60

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Customer No: 723420

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VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING
City Council of the City of Leesburg, Florida
Petition to Establish the Lake Harris Community
Development District

DATE: April 25, 2022
TIME: 5:30 p.m.
LOCATION: Leesburg City Hall
Third Floor Commission Chambers
501 West Meadow Street
Leesburg, Florida 34748

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held by the City Council of the City of Leesburg on April 25, 2022 at 5:30 p.m. in the Leesburg City Hall, Third Floor Commission Chambers, 501 West Meadow Street, Leesburg, Florida, to consider an ordinance filed by Hanover 623 Holdings, LLC ("Petitioner") to establish the "Lake Harris Community Development District" (the "District"). The title of the proposed Ordinance is as follows:

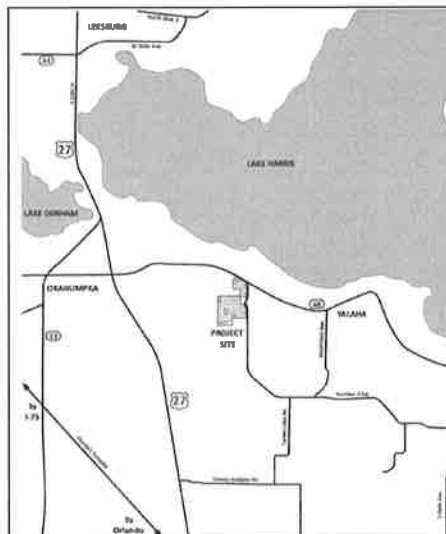
AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING THE LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; ESTABLISHING THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (LAKE HARRIS CDD)

The proposed District is comprised of approximately 162.53 acres, more or less, generally located north of Watson Road, east of U.S. Highway 27, west of Number 2 Road, and south of County Road No. 48 and Lake Harris. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including but not limited to, roadways, stormwater management, utilities (water, sewer and electric), offsite improvements, conservation mitigation, and other infrastructure.

Copies of the petition and the proposed ordinance are open to public inspection at the City Clerk's Office, City Hall, 501 W. Meadow Street, Leesburg, Florida 34748, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the proposed Ordinance. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Council with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based. The City of Leesburg does not provide a written verbatim record.

In accordance with the Americans with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Human Resources Department, ADA Coordinator at (352) 728-9740 no later than 48 hours in advance of the proceeding. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.



Lake Harris CDD
Establishment
City of Leesburg, Florida

CDD Basics

KUTAKROCK

kutakrock.com

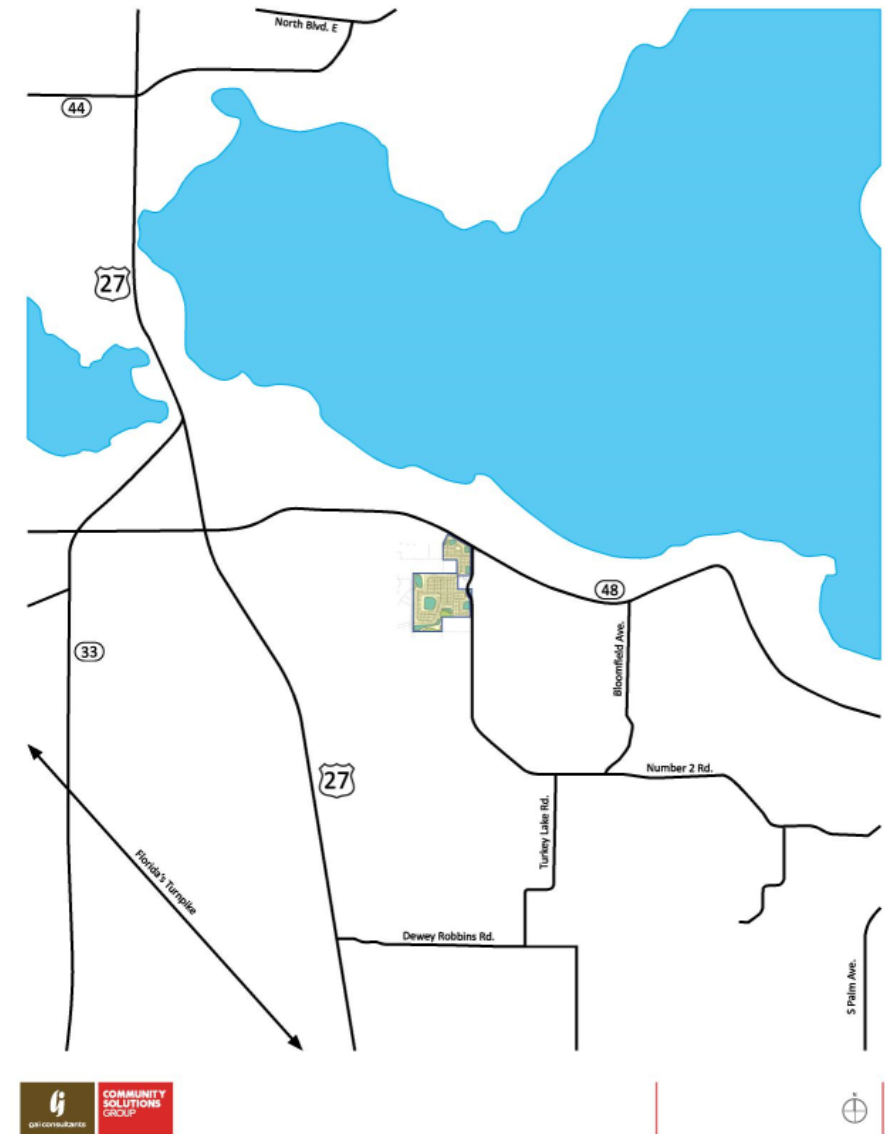


Quick Stats

- 760 CDDs in Florida
- First CDD established in 1982
- Most commonly established by cities and counties
 - 760 established by cities and counties
 - 52 established by FLWAC

Proposed Lake Harris CDD

- Approximately 162.53 acres
- Proposed Infrastructure Improvements:
 - Stormwater
 - Water and Sewer
 - Electrical and Gas
 - Roadways
 - Conservation Mitigation



What is a Community Development District?

- Local unit of special purpose government
- Established under the Uniform Community Development Act of 1980 (Chapter 190, F.S.)
- Provides a mechanism to finance, construct and maintain high quality improvements and amenities
- Separate from, and NOT an arm of, the County or City



What is a Community Development District?

- CDDs can provide basic infrastructure for new development
 - Less Expensive Infrastructure - Infrastructure is less expensive because CDDs provide access to less expensive infrastructure through tax exempt financing
 - Non-Recourse - The CDD debt is secured by assessments and the CDD can foreclose on those assessments b/c the assessments are liens on the land (i.e., non-recourse debt)
 - Spreads Costs Over Time - Spread infrastructure costs over time, as opposed to building all costs into home up front
 - Wide Variety of Projects
- Liability protection
- Sales tax savings

What Can a Community Development District Do?

A CDD's powers are generally derived from Sections 190.011 and 190.012, Florida Statutes

CDDs have a number of broad powers for a special district:

- Sue and be sued
- Contract for services
- Borrow money & issue bonds
- Adopt rules
- Maintain an office
- Eminent domain
- Charge fees
- Levy, collect & enforce special assessments
- Exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

What Can a Community Development District Do?

- Pursuant to Section 190.012(1), a CDD can finance, construct and acquire the following improvements:
 - Water management and control structures
 - Water supply, sewer, and wastewater management, reclamation, and reuse
 - Bridges or culverts
 - Roadways; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines
 - Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage
 - Environmental investigation and remediation costs
 - Conservation areas, mitigation areas, and wildlife habitat
 - Any other project within or without the boundaries of a district pursuant to a development order or interlocal agreement
 - Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district

What a Community Development District Can Not Do

A CDD is a limited purpose unit of special government, with limited powers.

A CDD cannot take any action which is inconsistent with the comprehensive plans, ordinances and regulations of the City/County.

A CDD does not have the power to adopt its own comprehensive plan, building code or land development code – it is not a zoning authority.

All of the CDD's powers must comply with all applicable City/County laws, rules, regulations, and policies governing planning and permitting of the development.

Benefits for Homebuyers

- Cheaper Financing
- Infrastructure Costs Spread Over Time
- Stable Revenue Stream – the assessments are paid along with property taxes
- Relatively Early Turnover to Residents
- Increased Accountability
- Enhanced LOS - Allows for enhanced amenity levels and recreation options making community more attractive and livable – allows homeowners to ultimately determine their own level of service
- Excellent Long-Term Maintenance Entity - CDDs are long term maintenance entities, which provide for stable, long term property values

CDDs v. HOA/POA

Governmental entity

- Sunshine Laws / Open Records / Sovereign Immunity / Eminent Domain / Public Accounting

Issues tax exempt bonds

- High quality infrastructure and amenities

Revenue collection and enforcement

Public procurement

Typically, no architectural review

Elected Board of Supervisors – turnover period differs

CDDs v. HOA/POA

	<u>CDD COMMUNITY</u>	<u>NON-CDD COMMUNITY (HOA OR POA)</u>
Access/Records	Public (budgets, audits, contracts, minutes etc)	Private
Accountability	More public accountability to County/City, DEO, Auditor General and bondholders	Much less accountability
Hurricane Recovery	More self sustaining	Less self sustaining
Self Reliant Maintenance	Ability to refinance, maintain; less reliant on County/City, because of bankable nature of entity	Lesser abilities, more likely to need County/City assistance
Environmental	Preferred entity for storm-water and habitat maintenance by Water Management District	Less preferred entity
Turnover to Homeowners	Guaranteed turnover in 6 years (250 voters residing in project)	Longer turnover period often at 80-90% build out
Assurance of Funding	Funding for improvements and amenities assured, held in trust on day one by independent trustee	Funding for improvements dependent on project revenues, held privately

What are the CDD's Reporting Requirements?

- Must follow all applicable procedural and reporting rules required of municipal governments under Florida Statutes including:
 - Elections
 - Bidding and awarding of contracts
 - Advertising of meetings and holding meetings in the “Sunshine”
 - Preparation and distribution of minutes to appropriate governmental agencies
 - Maintenance of official records
 - Reporting and filing of financial information
 - Must establish and administer internal accounting controls
 - Must disclose to potential landowners the existence of the CDD and the amount of the special assessments levied by the CDD for both debt service and operation and maintenance

Establishment Criteria

The City is responsible for considering only the following factors in making a determination to grant or deny a petition for the establishment of a community development district:

1. Whether all statements contained within the petition have been found to be true and correct
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities
6. Whether the area that will be served by the district is amenable to separate special-district government

Benefits to the City



Allows new infrastructure to be built without the use of City funds or bonding capacity.



No financial burden on residents outside of the CDD.



Assures project is funded because bond proceeds are provided up front and deposited into a trust account.



More stable maintenance entity to ensure continuation of project after the developer is gone.

Protection s for the City

All assessments must
be disclosed to
prospective home
buyers.

CDD debt is never
disclosed in the City's
financial statements
(unlike Tax Increment
Financing).

City retains all zoning
and permitting
authority.

No administrative
costs to the City.

No current or future
resident outside the
boundaries of the CDD
will ever be assessed
by the CDD.

Disclosure to Prospective Buyers

CDD Records in the Official Records of Lake County:

- Notice of Establishment
- Notice of Special Assessments
- Disclosure of Public Financing

Developer provides disclosure to
the buyer in retail sales contract.

CDD notices board meetings and
budget and assessment hearings.

Summary

- CDDs help ensure that growth pays for itself
- Takes burden off local government and residents outside of the CDD
- Excellent long term maintenance entity as compared to HOAs
- Provides governmental accountability
(open meetings, public records, etc.)

BEFORE THE CITY COUNCIL
CITY OF LEESBURG, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
LAKE HARRIS COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

**STATE OF FLORIDA
COUNTY OF LAKE**

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

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is W. Scott Land, and I am employed as an Engineering Manager at GAI Consultants, Inc.
3. The prepared written, pre-filed testimony consisting of nine (9) pages, submitted under my name to the City of Leesburg, relating to the establishment of the Lake Harris Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the Lake Harris Community Development District establishment hearing on April 25, 2022, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work with land development projects as a professional engineer are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony generally addresses the nature of the services and facilities anticipated by the proposed Lake Harris Community Development District.

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

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

Executed this 15 day of April, 2022.


W. Scott Land, P.E.

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April, 2022 by the Affiant.



[notary seal]


(Official Notary Signature)

Name: SARAH RAMLOCHAN
Personally Known _____
OR Produced Identification Florida Driver's License
Type of Identification Florida Driver's License

**TESTIMONY OF W. SCOTT LAND, P.E., FOR ESTABLISHMENT OF
LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is W. Scott Land and my business address is 618 E. South Street, Suite 700, Orlando, Florida 32801.

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

I am employed by GAI Consultants, Inc., as an Engineering Manager.

3. How long have you held that position?

I have held this position for 3 years.

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

Graduated from Clemson University with a Bachelor of Science in Civil Engineering

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

License as a Professional Engineer

6. Are you a member of any professional associations?

No

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

Over 30 Years private sector engineer in land development. Projects typically consisted of residential and commercial developments. Also provided services in the design of municipal projects such as utility line extensions, sewer treatment plan expansion and feasibility studies.

8. Have you been involved in any developments of the type and nature contemplated within the proposed Lake Harris Community Development District ("District")?

Yes

9. Are you familiar with the Petition ("Petition") filed by Hanover 623 Holdings, LLC ("Petitioner") on February 17, 2022, seeking the establishment of the proposed

District?

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

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

Yes, I am.

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

Exhibits 1, 2, Comp. 4, 5A, 5B, 6, and 7.

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

No.

13. To the best of your knowledge, are Exhibits 1, 2, Comp. 4, 5A, 5B, 6, and 7 to the Petition accurate?

Yes, to the best of my knowledge.

14. In general, what do Exhibits 1, 2, Comp. 4, 5A, 5B, 6, and 7 to the Petition demonstrate?

Exhibit 1 is a map showing the general location in which the proposed District is located.

Exhibit 2 is a metes and bounds description of the external boundaries of the proposed District.

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

Exhibit 5A is a map depicting the pre-development drainage patterns and basins for the lands within the proposed District.

Exhibit 5B is a map depicting the post-development drainage conditions for the lands within the proposed District.

Exhibit 6 provides a list of facilities the proposed District anticipates it will provide, identifying the anticipated owner and entity responsible for ultimate maintenance.

Exhibit 7 provides a summary of the estimated costs and timetable for constructing the proposed District improvements.

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

Based on information provided by Petitioner and as more fully described in Petition Exhibit 6, it is presently expected that the District will construct or acquire onsite and offsite sanitary sewer, reuse water, water distribution, stormwater, electrical and gas service, conservation mitigation, and both onsite and offsite roadway improvements.

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

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

17. What is the basis for your opinion?

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

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

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

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

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

The District will encompass approximately 162.53 acres and will provide a range of residential and residential-support land uses that require the necessary elements of infrastructure including onsite and offsite sanitary sewer, reuse water, water distribution, stormwater, electrical service, conservation mitigation and onsite and offsite roadway improvements. The proposed District will have sufficient overall residential density to

1 require all the above-mentioned necessary elements of infrastructure of a comprehensive
2 community. These facilities and services require adequate planning, design, financing,
3 construction, and maintenance to provide the community with appropriate infrastructure.
4 The preferred method of developing land, especially for higher density residential uses, is
5 for the development to be spatially compact. This augments the District's ability to
6 construct and maintain improvements and provide services, in a cost-efficient manner.
7

8 **19. Can you provide an example of a service or facility and explain why a CDD is a**
9 **preferred alternative for long-term operation and maintenance?**
10

11 Yes. A good example would be a storm water management system. Both a CDD and a
12 homeowner's association are permitted to operate and maintain such systems under
13 applicable St. Johns River Water Management District ("SJRWMD") and Lake County
14 rules. However, SJRWMD rules generally require homeowner's associations to provide
15 significantly more information and documentation before the SJRWMD will accept them
16 as an operation and maintenance entity. This additional information is required to ensure
17 the association has the financial, legal and administrative capability to provide for long-
18 term maintenance of the storm water management system. Such documentation generally
19 must: (1) indicate that the association has the power to levy assessments; (2) mandate the
20 association will operate and maintain such systems; and (3) provide that the association
21 cannot be dissolved until another entity is found to maintain the storm water management
22 system.
23

24 In comparison, a CDD is a perpetual local government unit, which by law has the
25 requisite assessment authority, including the ability to collect such assessments on the
26 county tax roll. Thus, a CDD generally must simply provide a letter to the SJRWMD
27 stating that the CDD will accept operation and maintenance responsibility. All things
28 being equal, a CDD is preferred over a homeowner's or property owner's association for
29 operation and maintenance of a storm water management system.
30

31 **20. Does the establishment of the District obviate the need for local land development**
32 **regulations, ordinances or plans?**
33

34 No. Section 190.004, *Florida Statutes*, explicitly provides the establishment of a CDD
35 does not in any way impact or change the applicability of any governmental planning,
36 environmental and land development laws, regulations, and ordinances. A CDD cannot
37 take any action that is inconsistent with the comprehensive plan, code of ordinances or
38 regulations of the city or county within which it is located.
39

40 **21. Based on your experience, do you have an opinion as to whether the services and**
41 **facilities to be provided by the proposed District will be incompatible with the**
42 **capacities and uses of existing local and regional community facilities and services?**
43

44 Yes. Based on the information provided to me, it is my opinion that the proposed services

1 and facilities of the proposed District will not be incompatible with the capacity and uses
2 of existing local or regional community development services and facilities.
3

4 **22. What is the basis for your opinion?**
5

6 Currently, none of the planned infrastructure improvements the proposed District plans to
7 provide exist on the subject property in a manner which is useful to the proposed
8 development. Each of the elements of infrastructure for the necessary services will
9 connect into the existing, surrounding systems according to local and state criteria and
10 will be reviewed and approved by the governing local and state agency. The proposed
11 master infrastructure roadway improvements will interconnect the County's roadway
12 system and will extend the City's roadway system. The proposed water and sewer
13 systems will extend the existing utility systems currently operated by the City of
14 Leesburg. There will be no incompatibility issues.
15

16 **23. Based on your experience, do you have an opinion as to whether the area to be**
17 **included within the proposed District is amenable to being served by a separate**
18 **special district government?**
19

20 Yes. Based on the information provided to me, in my opinion, and to the best of my
21 knowledge, the area identified in the Petition is amenable to being served by a separate
22 special district government.
23

24 **24. What is the basis for your opinion?**
25

26 Based on the information provided to me, the proposed District is limited in purpose and
27 the infrastructure improvements to be provided by the proposed District are limited in
28 scope. This infrastructure is expected to directly benefit the development and may be
29 adequately served by a special district government. In addition, special district
30 governance provides a mechanism whereby long-term maintenance obligations can be
31 satisfied by the persons primarily using the facilities and services.
32

33 **25. Do you have an opinion, as someone experienced in land planning, as to whether the**
34 **proposed District is a viable alternative for delivering community services and**
35 **facilities to the areas that will be served by the proposed District?**
36

37 Yes. Based on the information provided to me, it is my opinion that the proposed District
38 is a viable alternative for providing the proposed services and facilities to the land to be
39 included within the proposed District.
40

41 **26. What are the alternatives contemplated in rendering this opinion?**
42

43 There would be two alternatives to the establishment of the proposed District. First, to
44 facilitate economic development, accommodate new growth, and provide new services,

1 the City could perhaps provide the selected facilities. The second alternative would be
2 for the developer or homeowner's association (HOA) to provide the infrastructure using
3 private financing.
4

5 **27. How does the proposed District compare to these alternatives?**
6

7 By comparison of the alternatives referenced above, from a planning perspective, the
8 proposed District is the best alternative available to provide the necessary infrastructure
9 improvements. As a special-purpose "local government," the proposed District is a
10 stable, long-term public entity capable of constructing, maintaining and managing the
11 proposed elements of infrastructure of the necessary facilities and services. The limited
12 purpose and scope of the District, combined with the statutory safeguards in place, such
13 as notice of public hearings and access to district records, would ensure that the proposed
14 District is responsive to the infrastructure needs of the proposed District. The proposed
15 District would be able to obtain low-cost financing to provide the necessary
16 improvements and then impose special or non-ad valorem assessments upon the property
17 owners within the District to fund the infrastructure.
18

19 Only a CDD allows for the independent financing, administration, operations and
20 maintenance of the land within the District. Only a CDD allows property owners, and
21 eventually residents, to completely control the CDD board and, therefore, the timing and
22 extent of infrastructure improvement and maintenance. Knowing when, where and how
23 infrastructure will be needed to service the projected population of an area allows for the
24 smooth delivery of those facilities. The proposed District exceeds other available
25 alternatives at focusing attention to when and where and how the next system of
26 infrastructure will be required for this specific area. This results in a full utilization of
27 existing facilities before new facilities are constructed. It reduces the delivered cost to
28 the citizens being served. All other alternatives do not have these characteristics.
29

30 **28. In the course of your work in Florida, have you had an opportunity to work with the**
31 **State Comprehensive Plan found in Chapter 187, *Florida Statutes*?**
32

33 Yes. In the course of producing planning documents for private development proposals, I
34 have often referred to the State Comprehensive Plan.
35

36 **29. In the course of your work in Florida, have you had an opportunity to review local**
37 **government comprehensive plans?**
38

39 Yes. In fact, I have reviewed the City of Leesburg Comprehensive Plan in the course of
40 my work.
41

42 **30. At this point, I will ask you to address certain matters that are related to land use**
43 **and comprehensive planning. Are you familiar with the development approvals that**
44 **have been obtained or are being sought by the Petitioner to govern the lands within**

1 **the proposed District?**

2
3 Yes, I am.

4
5 **31. Based upon your experience with planning, do you have an opinion as to whether**
6 **the proposed District is inconsistent with any portion or element of the State**
7 **Comprehensive Plan found in Chapter 187, *Florida Statutes*?**

8
9 Yes, I do have an opinion.

10
11 **32. What is that opinion?**

12
13 In my opinion, the proposed District is not inconsistent with the applicable provisions of
14 Chapter 187, *Florida Statutes*.

15
16 **33. What is the basis for your opinion?**

17
18 I have reviewed, from a planning perspective, applicable portions of the State
19 Comprehensive Plan which relate to community development districts. The State
20 Comprehensive Plan “provides long-range policy guidance for the orderly social,
21 economic, and physical growth of the state.” The State Comprehensive Plan provides
22 twenty-five (25) subjects, and numerous goals and policies. Three subjects are
23 particularly relevant, from a planning perspective, to the establishment of the CDDs: No.
24 15 - Land Use, No. 17 – Public Facilities, and No. 25 - Plan Implementation. Several of
25 the policies and goals are particularly supportive of the establishment of the proposed
26 District.

27
28 **34. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment**
29 **of the proposed District?**

30
31 This goal recognizes the importance of enhancing the quality of life in the State of
32 Florida and attempts to do so by ensuring that development is located in areas that have
33 fiscal abilities and service capacity to accommodate growth. CDDs are designed to
34 provide services and facilities in a fiscally responsible manner to areas which can
35 accommodate development. The proposed District is consistent with this goal because it
36 will continue to have the fiscal capability to provide a range of services and facilities to a
37 population in a designated growth area.

38
39 **35. Are any of the policies under subject No. 15 relevant?**

40
41 Yes. Policy 1 promotes efficient development activities in areas which will have the
42 capacity to service new populations and commerce. The proposed District will be a
43 vehicle to provide high quality services in an efficient and focused manner over the long
44 term.

1
2 **36. What is Subject 17 and why is it relevant?**
3

4 Subject 17 addresses public facilities. The goal is to finance new facilities in a timely,
5 orderly and efficient manner. In particular, Policy 3 states that the cost of new public
6 facilities should be allocated to existing and future residents on the basis of the benefits
7 received. Policy 6 also encourages the identification and implementation of innovative
8 but fiscally sound and cost-effective techniques for financing public facilities.
9 Establishment of the proposed District will further this goal and related policies.
10

11 **37. Why is subject No. 25, the other subject you mentioned, relevant to the**
12 **establishment of the proposed district?**
13

14 Subject No. 25 addresses Plan Implementation. This goal requires that systematic
15 planning capabilities be integrated into all levels of government throughout the state, with
16 particular emphasis on improving inter-governmental coordination and maximizing
17 citizen involvement. The proposed District will operate through a separate and distinct
18 Board of Supervisors who will systematically plan the construction, operation and
19 maintenance of public improvements and community facilities authorized under Chapter
20 190, *Florida Statutes*, subject to and not inconsistent with the local government
21 comprehensive plan and land development regulations. Further, meetings held by the
22 Board of Supervisors are publicly advertised and open to the public.
23

24 **38. Are there any relevant policies in this portion of the State Comprehensive Plan?**
25

26 Yes. Policy 6 encourages public citizen participation at all levels of policy development,
27 planning and operations. Under Chapter 190, *Florida Statutes*, six (6) years after the
28 establishment of a CDD, and after two hundred and fifty (250) electors reside in the
29 CDD, the election of the Board of Supervisors begins to transition from a landowner-
30 elected Board to a resident-elected Board. Regardless of whether the board is elected by
31 the landowners or the residents, the proposed District must convene its meetings in
32 accordance with government in the sunshine provisions set forth in Chapter 286, *Florida*
33 *Statutes*. This encourages citizen participation in the planning and operational activities
34 of the district.
35

36 **39. Based upon your experience with planning, do you have an opinion as to whether**
37 **establishment of the proposed District is inconsistent with any portion or element of**
38 **the City of Leesburg Comprehensive Plan?**
39

40 Yes, I do.
41

42 **40. What is that opinion?**
43

44 In my opinion, the establishment of the proposed District is not inconsistent with any

1 applicable provisions of the City of Leesburg Comprehensive Plan.
2

3 **41. What is the basis for that opinion?**
4

5 My opinion is based upon years of experience reviewing comprehensive plans (including
6 for purposes of this project the current City of Leesburg Comprehensive Plan) and there
7 not being any provisions that would render a CDD inconsistent. Furthermore, Chapter
8 190, *Florida Statutes*, prohibits any CDD from acting in a way that is inconsistent with
9 the local government's comprehensive plan, the exercising of any power must be done
10 with the comprehensive plan in mind.
11

12 It is my opinion, therefore, that with respect to the establishment of the proposed District,
13 the proposed District will not be inconsistent with any applicable element or portion of
14 the City of Leesburg Comprehensive Plan.
15

16 **42. Does this conclude your testimony?**
17

18 Yes, it does.

BEFORE THE CITY COUNCIL
CITY OF LEESBURG, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
LAKE HARRIS COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA

COUNTY OF Orange

I, George Flint, of Governmental Management Services – Central Florida, LLC,
being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is George Flint and I am employed by Governmental Management Services – Central Florida, LLC, as a Vice President.
3. The prepared written, pre-filed testimony consisting of twelve (12) pages, submitted under my name to the City of Leesburg relating to the establishment of the Lake Harris Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the Lake Harris Community Development District establishment hearing on April 25, 2022, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience, and qualifications concerning my work as a district manager and assessment administrator are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial, operational, and financial aspects related to the establishment of the Lake Harris Community Development District.

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

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

Executed this 11th day of April, 2022.


George Flint

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or
☐ online notarization, this 11th day of April, 2022 by the Affiant.



[notary seal]


(Official Notary Signature)

Name: George Flint
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

**TESTIMONY OF GEORGE FLINT FOR ESTABLISHMENT OF
LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

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

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

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

3. Please briefly summarize your duties and responsibilities.

GMS provides management consulting services to community development districts and the real estate industry, including general management, accounting, recording, secretarial services, field services and assessment administration. GMS currently serves as the district manager for over one hundred and eighty (180) community development districts (“CDDs”) in the State of Florida.

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

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

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

I have twenty-eight (28) years of experience in the public and private sectors providing general management, budgeting, and consulting services. I served as the Budget Officer and Assistant County Administrator for St. Johns County, Florida, and as the Assistant County Manager/Performance Manager for Alachua County, Florida. In addition, I served as a Senior Management Consultant and Regional Manager for TetraTech, Inc., an environmental engineering firm, and as the Executive Director of the St. Johns County Utility Authority. I have extensive knowledge of special districts, governmental budgeting and finance issues, the development process, and water and wastewater utilities.

6. Will your firm, GMS, represent the Lake Harris Community Development District (“District”)?

Yes. GMS will serve as District Manager and assessment administrator.

7. Please describe your educational background.

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

8. Please describe your work with community development districts in Florida.

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

9. Are any of these community development districts that you have worked with about the same size as the proposed Lake Harris Community Development District in the City of Leesburg, Florida (the "City")?

Yes.

10. What has been your role with respect to the proposed Lake Harris Community Development District establishment proceeding?

I serve as an assessment, economic, and management consultant relating to the establishment of the proposed District. Specifically, I assisted in preparation of Petition Exhibit 8, the Statement of Estimated Regulatory Costs ("SERC").

DISTRICT MANAGEMENT

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

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

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

1
2 Yes, there are.
3

4 **13. Please describe these requirements and safeguards.**
5

6 First, it is important to note that the establishment of a CDD does not change any
7 requirements for local general-purpose governmental approval of construction within the
8 district. Any land development requirements and all state and local development
9 regulations still apply.
10

11 Second, members of the CDD Board of Supervisors must be residents of Florida and citizens
12 of the United States. After the Board shifts to being elected by the resident electors of the
13 district the supervisors must also be residents and electors of the district. Board members
14 must annually file the same financial disclosure forms required by other local officials. All
15 meetings of the CDD Board of Supervisors are open to the public and are subject to the
16 government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore,
17 the District's records must be open for public inspection in accordance with the Florida law
18 governing public records.
19

20 Next, the district must provide financial reports to the state in the same form and manner as
21 is required of all other political subdivisions. The CDD is annually audited by an
22 independent certified public accountant. As I said before, the CDD budget is adopted
23 annually by the board after a public hearing. All rates, fees, and charges imposed by the
24 district must be adopted pursuant to Chapter 120, *Florida Statutes*.
25

26 Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197,
27 a CDD must provide published and mailed notice to those who are assessed providing them
28 opportunity to appear before the Board of Supervisors and have an opportunity to comment
29 on the advisability of the assessments. That assessment process entails preparation of an
30 assessment methodology that fairly and equitably allocates the cost of the district's projects.
31

32 **14. Please describe in general terms how a CDD operates financially, both on a day-to-day
33 and a long-term basis.**
34

35 In the early stages, particularly when a CDD is first formed, the CDD's operating funds may
36 be funded by a "Funding Agreement" between the CDD and the landowner/developer in
37 lieu of assessments that the CDD might have imposed on property within the CDD.
38

39 In order to provide long term financing of capital projects, CDDs often issue bonds. All
40 bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over
41 a period of more than five years must be validated and confirmed by court decree pursuant
42 to Chapter 75, *Florida Statutes*. The district also may borrow funds on a long or short-term
43 basis.
44

45 Debt may be retired by the District through non ad valorem or special assessments imposed
46 on benefited properties, or rates, fees, and charges imposed on users of district facilities and

1 services. By law, debt of the District cannot become debt of any other government (city,
2 county or state), without that government's consent.

3
4 **15. What alternatives, other than community development districts, are you familiar with**
5 **that might be available to provide community infrastructure for the lands within the**
6 **proposed District?**
7

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

15
16 **16. What has been your role with respect to the Petition to Establish the Lake Harris**
17 **Community Development District (the "Petition")?**
18

19 I have worked closely with Hanover 623 Holdings, LLC (the "Petitioner") and its
20 consultants in determining if a CDD is appropriate for this project. I also supervised the
21 preparation of Exhibit 8 of the Petition, the SERC.
22

23 **17. Do you have an opinion, as someone experienced in district management and**
24 **operations, as to whether the proposed District is the best available alternative for**
25 **delivering community services and facilities to the areas that will be served by the**
26 **District?**
27

28 Yes. For this project, the proposed District is the best alternative available for delivering
29 the proposed services and facilities to the area that will be served. These improvements
30 include, but are not limited to, sanitary sewer collection, water distribution, reuse water,
31 stormwater management system, conservation and mitigation, and roadway improvements.
32

33 **18. What is the basis for your opinion?**
34

35 Looking at the alternatives, the City could finance and manage the improvements utilizing
36 special assessments or general funds. The developer and/or a property owner's association
37 ("POA") could provide these facilities as well through private financing.
38

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

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

12
13 The other alternative is the use of private means either through a POA or through the
14 developer, or both in combination. This combination can clearly satisfy the high demand
15 for focused service and facilities and managed delivery. However, only a public entity can
16 assure a long-term perspective, act as a stable provider of services and facilities, qualify as
17 a lower cost source of financing, and pay for services at sustained levels. POAs lack the
18 ability to effectively finance the improvements. Their ability to assure adequate funds for
19 sustained high levels of maintenance is less than with a CDD.

20
21 Furthermore, neither the developer nor a POA would be required to conduct all actions
22 relating to the provision of these improvements in the “sunshine” as a CDD must or abide
23 by other public access requirements that are incumbent upon a CDD and its Board of
24 Supervisors. Also, provision and long-term operation and maintenance of these
25 improvements, particularly the drainage activities, by a CDD ensures that residents have
26 guaranteed access to the body or entity making decisions about these facilities, and in fact
27 will one day sit as the five-member board making the decisions that impact their community
28 directly.

29
30 A CDD is an independent special purpose unit of local government designed to focus its
31 attention on providing the best long-term service to its specifically benefited properties and
32 residents. It has limited power and a limited area of jurisdiction. The CDD will be governed
33 by its own board and managed by those whose sole purpose is to provide the district long
34 term planning, management, and financing of these services and facilities. This long-term
35 management capability extends to the operation and maintenance of the facilities owned by
36 the CDD. Further, the sources for funding and manner of collection of funds will assure
37 that the CDD facilities will be managed at the sustained levels of quality desired by residents
38 well into the future.

- 39
40 **19. Do you have an opinion, as someone experienced in district management and**
41 **operations, as to whether the area of land to be included within the proposed District**
42 **is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be**
43 **developable as one functional interrelated community?**

44
45 Yes.
46

1 **20. What is your opinion?**

2
3 The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to
4 be developed, with the roadway, drainage, water and sewer, and other infrastructure
5 systems, facilities and services contemplated. The District will operate as one functionally
6 interrelated community.
7

8 **21. What is the basis for your opinion?**

9
10 The size of the proposed District is approximately 162.53 acres. Based on my previous
11 experience, the proposed District is of sufficient size, compactness, and contiguity to be
12 developed as a functional interrelated community.
13

14 The qualities of compactness, contiguity, and size relate directly to whether an area can
15 become one functional interrelated community. From the standpoint of the provision,
16 management and operation of the community infrastructure expected to be provided by the
17 District, the acres contemplated for inclusion within the District is sufficiently compact,
18 contiguous and of sufficient size to maximize the successful delivery of these infrastructure
19 improvements to these lands. The delivery of services and facilities to the lands within the
20 District will not be hampered by insurmountable barriers or spatial problems. The area
21 within the District is suitably configured to maximize the benefits available from the District
22 services and facilities to be provided.
23

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

27
28 Yes.
29

30 **23. What is your opinion?**

31
32 The District is of sufficient size, compactness, and contiguity. Therefore, the area to be
33 served by the proposed District is clearly amenable to separate special district governance.
34 The configuration of the District is not unlike other CDDs with which I have worked over
35 time.
36

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

38
39 Two criteria are needed to evaluate if a land area is amenable to separate special district
40 government. One, does the land area have need for the facilities and services and will its
41 owners and residents benefit from facilities that the special district could provide? Two, is
42 the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the
43 basis for a functional interrelated community?
44

45 Under both criteria, the proposed District is a planned community of sufficient size with a
46 need for the facilities and improvements that are presently expected to be provided by the

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

- 10
11 **25. Do you have an opinion, as someone experienced in district management and**
12 **operations, as to whether the community development services and facilities of the**
13 **proposed District will be incompatible with the capacity and use of existing local and**
14 **regional community development services and facilities?**

15
16 Yes.

- 17
18 **26. What is your opinion?**

19
20 The proposed services and facilities of the proposed District are not incompatible with the
21 capacity and uses of existing local or regional community development services and
22 facilities.

- 23
24 **27. What is the basis for your opinion?**

25
26 Petitioner presently expects the proposed District to finance and construct certain sanitary
27 sewer collection systems, water distribution systems, reuse water systems, stormwater
28 management systems, conservation and mitigation improvements, and roadway
29 improvements. None of the facilities expected to be provided by the District presently exist.
30 Ultimately, a district may own and maintain certain of those improvements and the City, or
31 other governmental entities, may own and maintain others. There will be no overlap or
32 incompatibility because the facilities and improvements expected to be provided by the
33 proposed District do not exist today.

34
35
36 **ECONOMICS AND FINANCING**

- 37
38 **28. You stated earlier that you are familiar with the Petition, and its Exhibits, filed by**
39 **the Petitioner, to establish the proposed Lake Harris Community Development**
40 **District. Are you particularly familiar with Exhibit 8 to the Petition?**

41
42 Yes, Exhibit 8 is the SERC, a requirement of Chapter 190, *Florida Statutes*.

- 43
44 **29. What exactly is a "SERC"?**

45
46 The Statement of Estimated Regulatory Costs is actually a requirement under Section

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

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

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

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

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

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

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

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

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

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

financial viability and feasibility of the proposed District?

Yes, I do.

33. What is that opinion?

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

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

Yes.

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

Yes.

36. What is that opinion?

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

37. What is the basis for your opinion?

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

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

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

District will further these State Comprehensive Plan Goals and Policies.

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

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

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

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

Yes.

39. What is your opinion?

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

40. What is the basis for your opinion?

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

41. From a financial perspective, do you have an opinion as to whether the proposed Lake Harris Community Development District is the best alternative available for providing the proposed community development services and facilities to the area to be served?

1
2 Yes.

3
4 **42. What is your opinion?**

5
6 The proposed District is the best alternative to provide community development facilities to
7 the area to be served. This is true for the landowners and the governmental entities for the
8 following reasons.

9
10 From the perspective of current and future property owners within the District, the District
11 is the best alternative for providing community facilities, infrastructure, and services. The
12 land development envisioned for the area within the District boundaries will require
13 substantial provision of infrastructure, facilities and services. The CDD is an alternative
14 method to provide these necessary services. The CDD can access the tax-exempt public
15 capital markets and thereby fund these facilities and services at a lower cost than the
16 alternative of developer funding. Furthermore, unlike a property owners association
17 (“POA”), the CDD has the power to assess property and collect those assessments along
18 with other property taxes. Therefore, a CDD can fund large capital improvement programs
19 that a POA cannot.

20
21 With regard to the operations and maintenance of community facilities and services the
22 CDD is also the best alternative. The CDD is preferable to a POA to future landowners for
23 the following reasons. First, unlike a POA, the CDD collects funds for operations and
24 maintenance directly from assessments collected along with all other property taxes, which
25 is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and
26 it must hold its meetings in the sunshine and bid out its contracts where required by law. A
27 CDD provides control to the landowners much sooner in time than a POA. A CDD is
28 focused on providing the community with services, facilities, and their maintenance in a
29 way the general-purpose government, with its competing interests and broad
30 responsibilities, is not. This level of local control serves the best interests of property
31 owners in the CDD.

32
33 From the perspective of the State of Florida, the City, and the Water Management District,
34 a CDD is the best alternative for providing community facilities and their operations and
35 maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD
36 is a more powerful and more responsive organization for providing and maintaining
37 infrastructure and services. Second, without a CDD the City may have to assume greater
38 responsibility for construction, operations, and maintenance of community facilities and
39 services. Even if the City formed a dependent district to provide community facilities and
40 services to the area to be served by the CDD, and charged appropriately for these services,
41 the City would be enmeshed in the responsibilities and in the management of those facilities.
42 Furthermore, without a CDD the City cannot be assured that only residents of the area to be
43 served by the CDD would bear the full costs of the needed facilities and services.

44
45 **43. From an economic and financial perspective, do you have an opinion as to whether the**
46 **services and facilities to be provided by the proposed Lake Harris Community**

1 **Development District will be incompatible with the uses and existing local and regional**
2 **facilities and services?**

3
4 Yes.

5
6 **44. What is your opinion?**
7

8 The proposed Lake Harris Community Development District covers approximately 162.53
9 acres of land. The configuration of the land is sufficiently compact and contiguous. As
10 such, it will not create any economic disincentives to the provision of the infrastructure
11 facilities contemplated in this case.

12
13 Given the scope and expected cost of facilities to be provided, 162.53 acres for a residential
14 development provides a sufficient economic base to absorb the debt costs and annual
15 operating costs for district administration and to efficiently apportion the cost of
16 improvements.

17
18 **45. From an economic and financial perspective, do you have an opinion as to whether the**
19 **area that will be served by the proposed Lake Harris Community Development**
20 **District is amenable to separate special district government?**
21

22 Yes.

23
24 **46. What is your opinion and its basis?**
25

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

29
30 The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore,
31 from an economic and financial perspective, the area to be served by the proposed District
32 is clearly amendable to separate special district governance.

33
34 **47. Does this conclude your testimony?**
35

36 Yes, it does.
37
38

BEFORE THE CITY COUNCIL
CITY OF LEESBURG, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
LAKE HARRIS COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF ORANGE

I, Anthony Iorio, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Anthony Iorio and I am the Vice President of Development of Hanover Land Company, LLC.
3. The prepared written, pre-filed testimony consisting of eight (8) pages, submitted under my name to the City of Leesburg, relating to the establishment of the Lake Harris Community Development District and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the Lake Harris Community Development District establishment hearing on April 25, 2022, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning my work with land development are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony generally addresses the accuracy of the information set forth in the petition and compliance with establishment requirements.

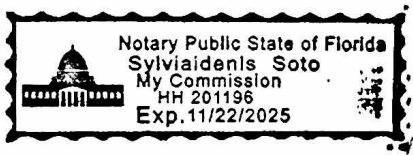
7. No corrections to my pre-filed testimony are required.

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

Executed this 11th day of April, 2022.

Anthony Iorio
Anthony Iorio

SWORN TO and SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 11th day of April, 2022 by the Affiant.



[notary seal]

Sylviaidenis Soto
(Official Notary Signature)

Name: Sylviaidenis Soto
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

**TESTIMONY OF ANTHONY IORIO FOR ESTABLISHMENT OF
LAKE HARRIS COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is Anthony Iorio. My business address is 605 Commonwealth Avenue,
Orlando, Florida 32803.

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

I am the Vice President of Development for Hanover Land Company, LLC.

3. Briefly summarize your duties and responsibilities.

I am responsible for overseeing the planning, permitting, engineering, and construction of
residential and commercial communities for Hanover Land Company.

4. Who is the Petitioner in this proceeding?

The Petitioner is Hanover 623 Holdings, LLC ("Petitioner").

**5. Are you familiar with the Petition filed by the Petitioner seeking the establishment
of a community development district?**

Yes. I assisted in the preparation of the Petition to Establish the Lake Harris Community
Development District and accompanying exhibits ("Petition"), filed on February 17, 2022,
with the City of Leesburg ("City"), and worked with members of the consultant team to
prepare the filing. I reviewed the Petition and exhibits prior to its filing.

6. What is the proposed name of the District?

The proposed name is the Lake Harris Community Development District ("District").

7. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

8. Are there any changes or corrections to the Petition at this time?

No.

**9. Are there any changes or corrections to any of the exhibits submitted to the City at
this time?**

No.

10. Please generally describe each of the exhibits attached to the Petition.

1
2 Exhibit 1 is a map showing the general location of the proposed District.
3

4 Exhibit 2 is the metes and bounds description of the external boundary of the proposed
5 District.
6

7 Exhibit 3 is the Consent of Landowner to CDD Establishment, executed by Hanover 623
8 Holdings, LLC, which represents the consent of one hundred percent (100%) of the owners
9 of the lands to be included within the District.
10

11 Composite Exhibit 4 contains maps depicting the existing and future general distribution,
12 location, and extent of the public and private land uses within the proposed District by the
13 land use plan element.
14

15 Exhibit 5A contains a map identifying pre-development drainage patterns and basins
16 serving the lands within and around the proposed District.
17

18 Exhibit 5B contains a map identifying post-development major trunk water mains, sewer
19 connections and reuse transmission facilities serving the lands within and around the
20 proposed District.
21

22 Exhibit 6 contains a list of the facilities and services the proposed District is expected to
23 finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible
24 for the ownership and maintenance thereof.
25

26 Exhibit 7 contains the estimated costs and timetable of construction the infrastructure
27 serving the land within the proposed District.
28

29 Exhibit 8 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.
30

31 Exhibit 9 is the authorization of agent form, which authorizes Tucker F. Mackie and Sarah
32 R. Sandy to act as agents for the Petitioner.
33

34 Exhibit 10 contains deeds conveying title to the lands within the proposed District to the
35 Petitioner.
36

37 **11. Were these exhibits prepared by you or under your supervision?**
38

39 Yes, I engaged a consultant team and directed the preparation of the exhibits to the Petition.
40

41 **12. To the best of your knowledge, is the general location map identified as Exhibit 1 a**
42 **true and accurate depiction of the general location of the proposed District?**
43

44 Yes, it is.
45

46 **13. To the best of your knowledge, is the metes and bounds description of the external**
47 **boundary of the District included in Exhibit 2, a true and accurate recitation of the**

land area to be included within the proposed District?

Yes, it is.

14. To the best of your knowledge, is Exhibit 3 a true and accurate copy of the consent obtained from the owner of one hundred percent (100%) of the lands to be included within the proposed District?

Yes, it is.

15. To the best of your knowledge, are the maps included in Composite Exhibit 4 a true and accurate depiction of the existing and future general distribution, location and extent of public and private land uses within the proposed District?

Yes, they are.

16. To the best of your knowledge, are Exhibits 5A and 5B true and accurate depictions of the existing and proposed major trunk water mains, sewer connections and reuse transmission facilities serving the lands within and around the proposed District?

Yes, they are.

17. To the best of your knowledge, does Exhibit 6 truly and accurately list the facilities and services that the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated owner and entity responsible for operation and maintenance thereof?

Yes, it does.

18. To the best of your knowledge, does Exhibit 7 truly and accurately list the estimated costs and timetable of constructing the infrastructure serving land within the proposed District?

Yes, it does.

18. To the best of your knowledge, is Exhibit 8 a true and accurate copy of the Statement of Estimated Regulatory Costs?

Yes, it is.

19. To the best of your knowledge, is Exhibit 9 a true and accurate copy of the Authorization of Agent form?

Yes, it is.

20. To the best of your knowledge, is Exhibit 10 a true and accurate copy of the deeds conveying title to the lands within the proposed District to the Petitioner?

1
2 Yes, it is.
3

- 4 **21. Are the contents of the Petition and the exhibits attached to it, as described herein,**
5 **true and correct to the best of your knowledge?**
6

7 Yes, they are.
8

- 9 **22. Are you familiar with the area that is proposed to be included within the District?**
10

11 Yes, I am familiar with the general area and the site specifically.
12

- 13 **23. Approximately how large is the proposed District in acres?**
14

15 The proposed District is located entirely within the City of Leesburg and covers
16 approximately 162.53 acres of land.
17

- 18 **24. What steps were taken with respect to filing the Petition with the City?**
19

20 On February 17, 2022, the Petitioner filed the original Petition with the City. In addition,
21 an \$8,000 filing fee was provided upon the request of the City.
22

- 23 **25. Has notice of the hearing been provided in accordance with Section 190.005, Florida**
24 **Statutes?**
25

26 Yes. A notice of hearing is being published in the Leesburg Daily Commercial, a
27 newspaper of general circulation in the City and of general interest and readership in the
28 community, as a display ad for four (4) consecutive weeks immediately preceding the
29 hearing. Proof of publication has been requested and will be available by the time of the
30 establishment hearing.
31

- 32 **26. Who are the five persons designated in the Petition to serve as the initial Board of**
33 **Supervisors?**
34

35 The five persons include Jason Lonas, Doug Beasley, Duane "Rocky" Owen, Thomas
36 Franklin, Sr., and myself.
37

- 38 **27. Do you know each of these persons personally?**
39

40 Yes, I do.
41

- 42 **28. Are each of the persons designated to serve as the initial Board of Supervisors**
43 **residents of the State of Florida and citizens of the United States?**
44

45 Yes, they are.
46

- 47 **29. Are there residential units planned for development within the proposed District?**

1
2 Yes. There are approximately 542 residential units planned for development within the
3 proposed District.
4

5 **30. Are there residents currently living within the areas to be included within the District,**
6 **and, if so, have they been notified about the creation of the District?**
7

8 No, there are no residents currently living within the areas to be included within the
9 District.
10

11 **31. What steps will be taken to ensure that prospective purchasers of the District receive**
12 **notice of the existence of the District and its assessments?**
13

14 There are certain state law disclosure requirements that all community development
15 districts (“CDDs”) must meet.
16

17 First, within thirty (30) days of the establishment of the District, a Notice of Establishment
18 is required to be recorded in the property records. The notice contains a legal description
19 of the boundaries of the District and discloses, as required by Section 190.0485, *Florida*
20 *Statutes*, through inclusion of the bold-faced language set forth in the paragraph
21 immediately below, that the District may levy assessments. The document also provides
22 contact information for members of the public to obtain more information about the
23 District. This document should appear on a title search typically prepared when someone
24 intends to purchase a home after a District has been established.
25

26 Second, Section 190.048, *Florida Statutes*, requires certain contractual language to appear
27 in bold-faced and conspicuous type immediately prior to the signature line on every initial
28 purchase contract. The following language will be required: **The Lake Harris**
29 **Community Development District may impose and levy taxes or assessments, or both**
30 **taxes and assessments, on this property. These taxes and assessments pay the**
31 **construction, operation, and maintenance costs of certain public facilities and services**
32 **of the District and are set annually by the governing board of the District. These taxes**
33 **and assessments are in addition to county and other local governmental taxes and**
34 **assessments and all other taxes and assessments provided for by law.**
35

36 Third, when assessments are levied for the first time or when previously levied assessments
37 are raised, notice of a public hearing is required to be given by publication in a local
38 newspaper and by mail to all property owners within the District. The assessments are then
39 considered at a public hearing.
40

41 Fourth, the District will be required to adopt and record in the Lake County Public Records
42 a Disclosure of Public Financing and Maintenance of Public Improvements. This
43 Disclosure summarizes the financing plan the District has undertaken, the existence, if any,
44 of capital and operation and maintenance assessments, and the facilities and services that
45 the District provides and maintains. This Disclosure is then provided by the District to the
46 developer to satisfy the requirements of Section 190.009, *Florida Statutes*, and is also
47 available for inspection by residents and prospective residents.

1
2 **32. Would you please describe the proposed timetable for development of land within the**
3 **proposed District?**

4
5 It is anticipated that the District improvements will be made, acquired, constructed and/or
6 installed from 2021 to 2025.
7

8 **33. Has all of the developable land within the proposed District been planned as a single**
9 **community?**

10
11 Yes, the developable land, along with certain master infrastructure is to be maintained by
12 the proposed District that will service the developable land, although anticipated to be
13 constructed in multiple phases, is planned as a single community.
14

15 **34. Would you generally describe the services and facilities you currently expect the**
16 **proposed District to provide?**

17
18 The Petitioner presently intends for the District to be involved in providing the following
19 services and facilities: on-site and off-site public roadway improvements, on-site and off-
20 site water, sanitary sewer and reuse water systems, stormwater management
21 improvements, electrical and gas service improvements, conservation and mitigation
22 improvements, and related improvements. The facilities are outlined in Exhibit 6 of the
23 Petition.
24

25 Petitioner's good faith expectation of the costs associated with such facilities and services
26 is itemized in Exhibit 7 to the Petition.
27

28 **35. Did you cause the cost estimates identified in Exhibit 7 to be prepared?**

29
30 Yes, the cost estimates were prepared under my supervision and direction.
31

32 **36. What methods were used to estimate these costs?**

33
34 The estimates are based on research regarding historical costs of constructing similar
35 infrastructure and current market conditions.
36

37 **37. In your opinion, are the cost estimates for the facilities for the proposed District**
38 **reasonable?**

39
40 Yes, to the best of my knowledge and based on the information available.
41

42 **38. In general, what financing methods does the Petitioner propose the District may use**
43 **to pay for the anticipated facilities and services?**

44
45 Petitioner presently expects that the District will finance facilities and services through the
46 issuance of tax-exempt bonds, special assessments and through other available financing
47 mechanisms. The debt issued by the proposed District is expected to be retired by non-ad

1 valorem assessments (also known as “special assessments”) on benefitted property within
2 the proposed District. Ongoing maintenance and operation of the District and its facilities
3 and services are expected to be funded by non-ad valorem special assessments. Any
4 facilities not financed with a bond issue may be funded by the developer using conventional
5 financing options.
6

7 **39. Who will be responsible for paying the proposed District’s assessments?**
8

9 Only current property owners and those who choose to acquire property within the
10 proposed District will be responsible for paying District assessments.
11

12 **40. Will these proposed District debts be an obligation of the City, Lake County, or the**
13 **State of Florida?**
14

15 No. The debts will be solely the District’s obligation and secured by non-ad valorem
16 assessments levied against property owners. Florida law provides that CDD debt cannot
17 become the obligation of a county, a city, or the state without the consent of that
18 government.
19

20 **41. Why is the Petitioner seeking to have a CDD established for this area?**
21

22 There are hundreds of CDDs throughout the State of Florida. CDDs are an efficient,
23 effective way to provide infrastructure and have become accepted in the marketplace to
24 homebuyers. CDDs have the ability to assist in the streamlined and efficient maintenance
25 and operation of infrastructure and services to developing communities.
26

27 From our perspective, the establishment of a CDD is logical for this project. It provides a
28 long-term, stable, financially secure entity. The proposed District is a structured, formal
29 entity with the legal ability to respond to future changes in the circumstances and desires
30 of its residents. Under Florida law, the proposed District has access to Lake County’s tax
31 collection mechanisms, which helps ensure that the facilities will be maintained. In that
32 sense, it is preferable over control by a property owners association.
33

34 Additionally, a CDD has the ability to enter into interlocal agreements with other
35 government entities. These allow a CDD to work with other government entities to
36 complete projects that benefit residents within the CDD boundaries while also assisting
37 local governments in completing infrastructure necessary to serve growth.
38

39 A CDD has the financial capability to assist in the provision of necessary capital
40 improvements sooner than may otherwise be the case. The City, developers, builders and
41 residents will all benefit from these improvements in terms of access, traffic flow, safety
42 and general property enhancement. Additionally, a CDD is the entity preferred by many
43 regulatory agencies, including many water management districts, to operate and maintain
44 the stormwater management and other similar systems. This is because the CDD is a
45 perpetual entity, operating in open meetings, with the financial ability to ensure that the
46 maintenance of these important environmental facilities and amenities is accomplished.
47 Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable

1 way to ensure this needed infrastructure is maintained.

2

3 **42. Does this conclude your testimony?**

4

5 Yes.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: April 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 71 +/- acres; and being generally located east of U.S. Highway 27 and south of Dewey Robbins Road, lying in Section 06, Township 21 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 (Lakeco AX).

Staff Recommendation:

The Planning and Zoning staff and the Planning Commission recommend approval of the proposed ordinance for annexation of the Lakeco Property.

Analysis:

The applicant has submitted a request for annexation of approximately 71 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as shown on the attached General Location Map. At this time, the property is agriculture. The current zoning is Lake County A (Agriculture); the proposed zoning is City PUD (Planned Unit Development). The reason for this request is to receive water and sewer service for a single-family residential subdivision. The property is surrounded by Lake County RP (Residential Professional), Lake County A (Agriculture) and City of Leesburg PUD (Planned Unit Development). Under the conditions of the PUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated on adjacent properties. Also, on this City Commission agenda, is a Large-Scale Comprehensive Plan Amendment, which, along with the Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission.

The Planning Commission held a public hearing on this request on October 21, 2021, and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

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

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 71 +/- ACRES; AND BEING GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, LYING IN SECTION 06, TOWNSHIP 21 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 (LAKECO AX).

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

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

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

Section 1.

Based upon the petition of Lakeco Partners II, LTD, (Greg Beliveau, Agent) for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as: Legal Description(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed is hereby assigned to City Commission District 3;

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of April 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

LEGAL DESCRIPTION

LakeCo Partners II, LTD

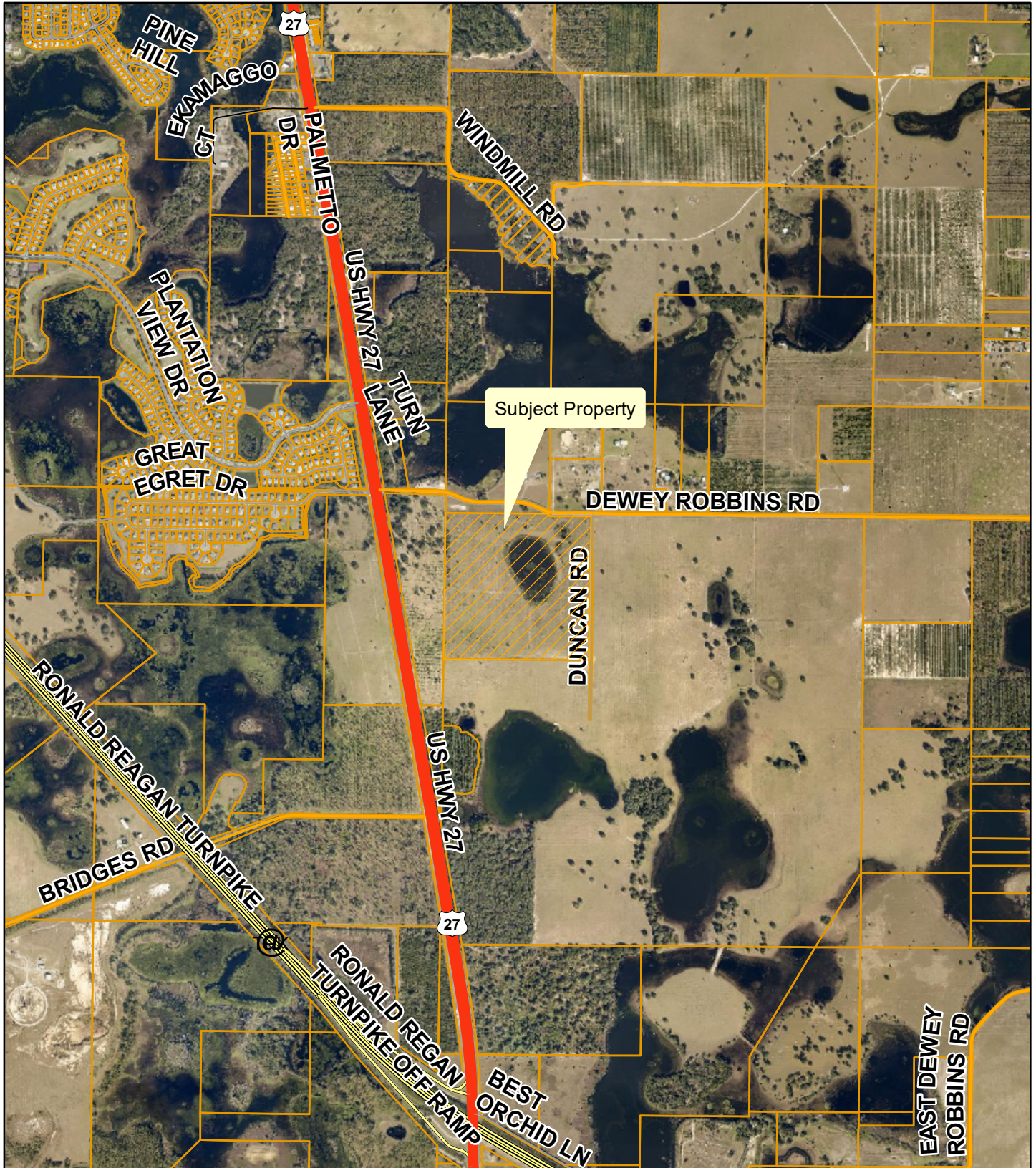
The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows:
Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89°48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and 3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

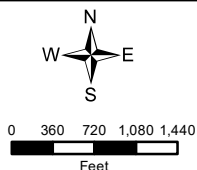
Commence at the Northeast corner of said Section 6; thence North 89°30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89°30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89°30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00°46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

~ End of Legal Description ~

Aerial



**Planning
& Zoning
Division**

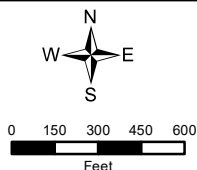


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Surrounding Land Uses

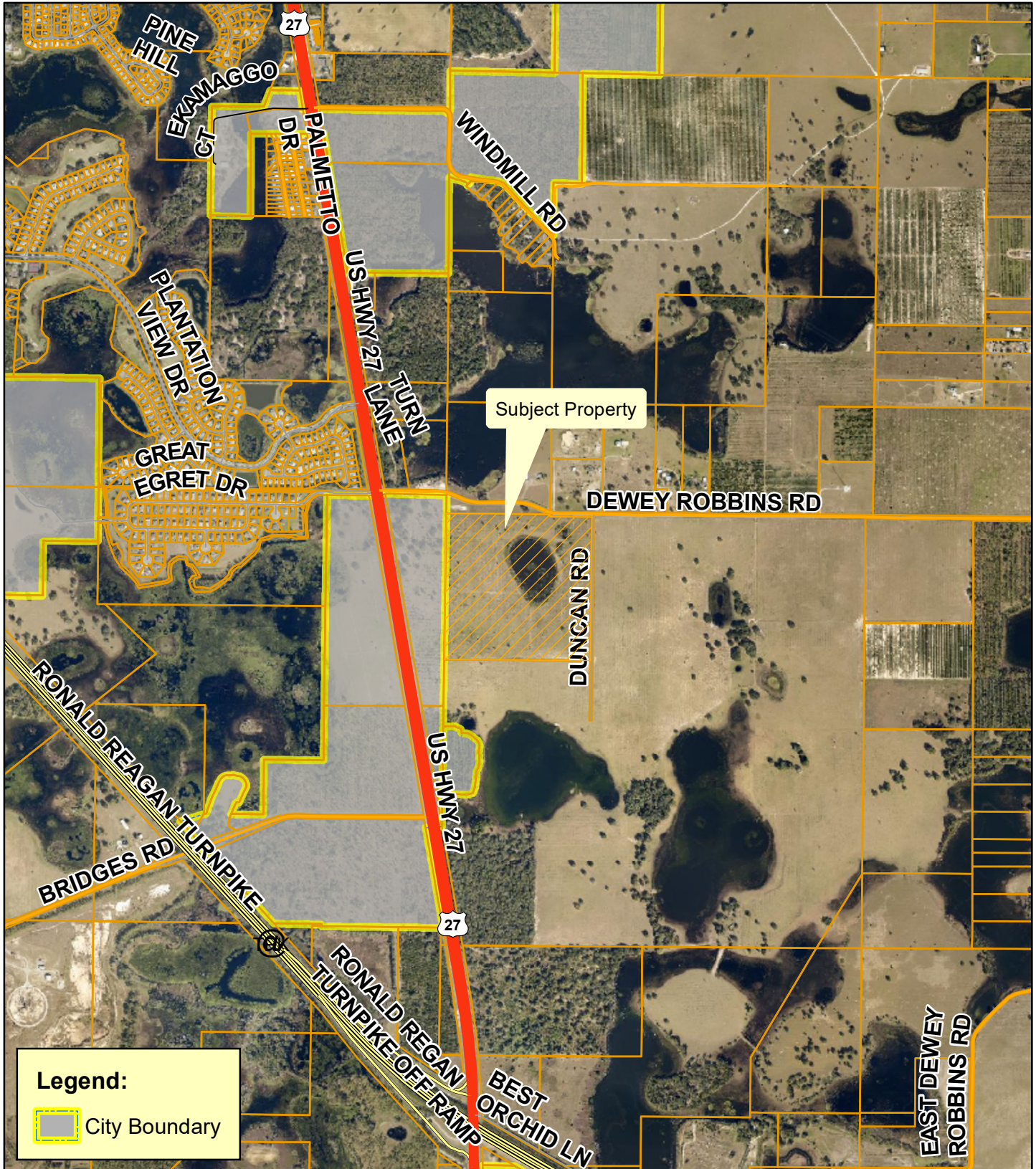


**Planning
& Zoning
Division**

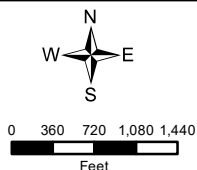


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
 Alternate Key #: 1210291
 Section 06, Township 21 South, Range 25 East
 September 17, 2021

City Boundary

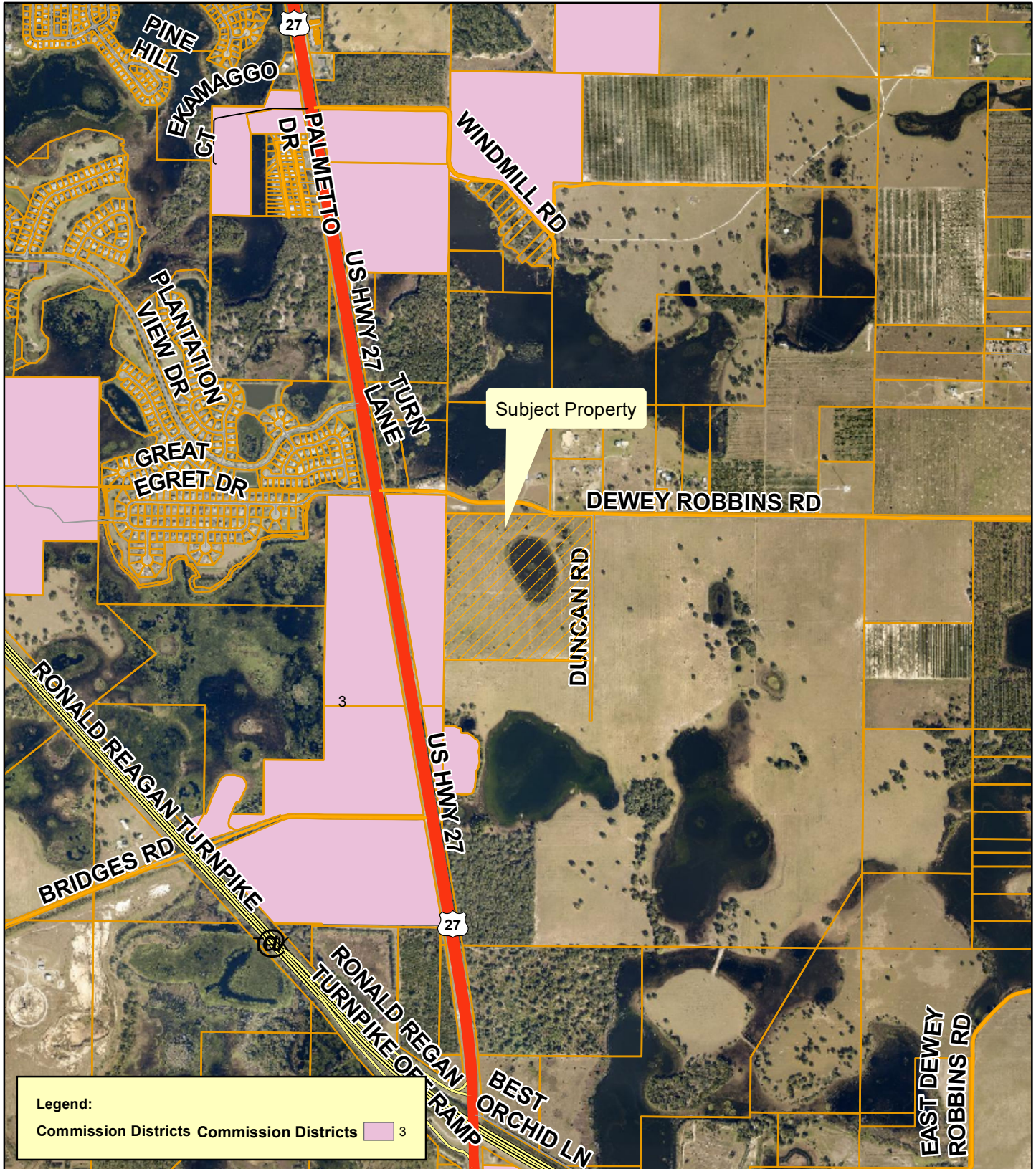


**Planning
& Zoning
Division**

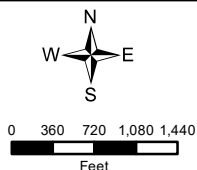


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Commission District



**Planning
& Zoning
Division**



Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: April 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 71 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential, for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco LGCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 71 +/- acres from Lake County Rural Transition to City of Leesburg Estate Residential.

Analysis:

The project site is approximately 71 acres. The property is generally located east of U.S. Highway 27 and south of Dewey Robbins Road. Currently, the property is agriculture. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County Rural, Lake County Rural Transition, City of Leesburg Low Density Residential, and City of Leesburg General Commercial is compatible, as conditioned in the PUD zoning, with the proposed future land use designation of City Estate Residential. The proposed zoning designation of City PUD (Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

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

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

The Planning Commission held a public hearing on the application on October 21, 2021 and

recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 71 +/- ACRES FROM LAKE COUNTY RURAL TRANSITION TO CITY OF LEESBURG ESTATE RESIDENTIAL, FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD AS LEGALLY DESCRIBED IN SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKECO LGCP)

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

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

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of approximately 71 acres of land generally located east of U.S. Highway 27 and south of Dewey Robbins Road from Lake County Rural Transition to City of Leesburg Estate Residential, as shown on the revised map of said area, lying in Section 06, Township 21 South, Range 25 East, Lake County Florida;

Section 2.

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

Section 3.

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

Section 4.

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

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 25th day of April 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Exhibit A

LEGAL DESCRIPTION

LakeCo Partners II, LTD

The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows:
Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89°48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and 3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

Commence at the Northeast corner of said Section 6; thence North 89°30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89°30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89°30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00°46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

~ End of Legal Description ~



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: October 21, 2021
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Large Scale Comprehensive Plan Amendment
CASE NO.: LSCP 21-307

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development).
3. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg Estate is compatible with adjacent properties having Future Land Use designations which include City of Leesburg Low Density Residential, General Commercial, and with property in Lake County having Future Land Use designations of Rural and Rural Transition.
4. The site is located along a major growth corridor and near existing city utilities which are available at U.S. Highway 27.
5. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Actions Requested:

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

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

DATE: October 21, 2021

OWNER: Lakeco Partners II, LTD

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.

PROJECT: Lakeco Partners II, LTD

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 21-307; PUD-21-308

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; Lake County Rural Transition

South – Lake County Rural Transition

East – Lake County Rural Transition

West – City of Leesburg Low Density Residential; City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County RP (Residential Professional)

South – Lake County A (Agriculture)

East – Lake County A (Agriculture)

West – City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:

North – Residential

South – Improved pasture

East – Improved pasture

West – Agriculture

PROPOSED LAND USE: Residential subdivision

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

DATE: October 21, 2021
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-307; PUD-21-308

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/15/21

FIRE

No comments from Fire Department. Amanda Stevenson 10/15/21

ELECTRIC

This is outside of Leesburg Electric's territory. No objections. Steve Davis 10/4/21

GAS

No comments received as of 10/15/21

GIS

GIS has no comments. Tammy Magamoll 10/4/21

BUILDING

No comments received as of 10/15/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 10/5/21

ADDRESSING

No comments received as of 10/15/21

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/15/21

LAKE COUNTY SCHOOLS

See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Thanks, Helen LaValley 10/11/21

PUBLIC RESPONSES

Approval

No comments received as of 10/15/21

Disapproval

No comments received as of 10/15/21

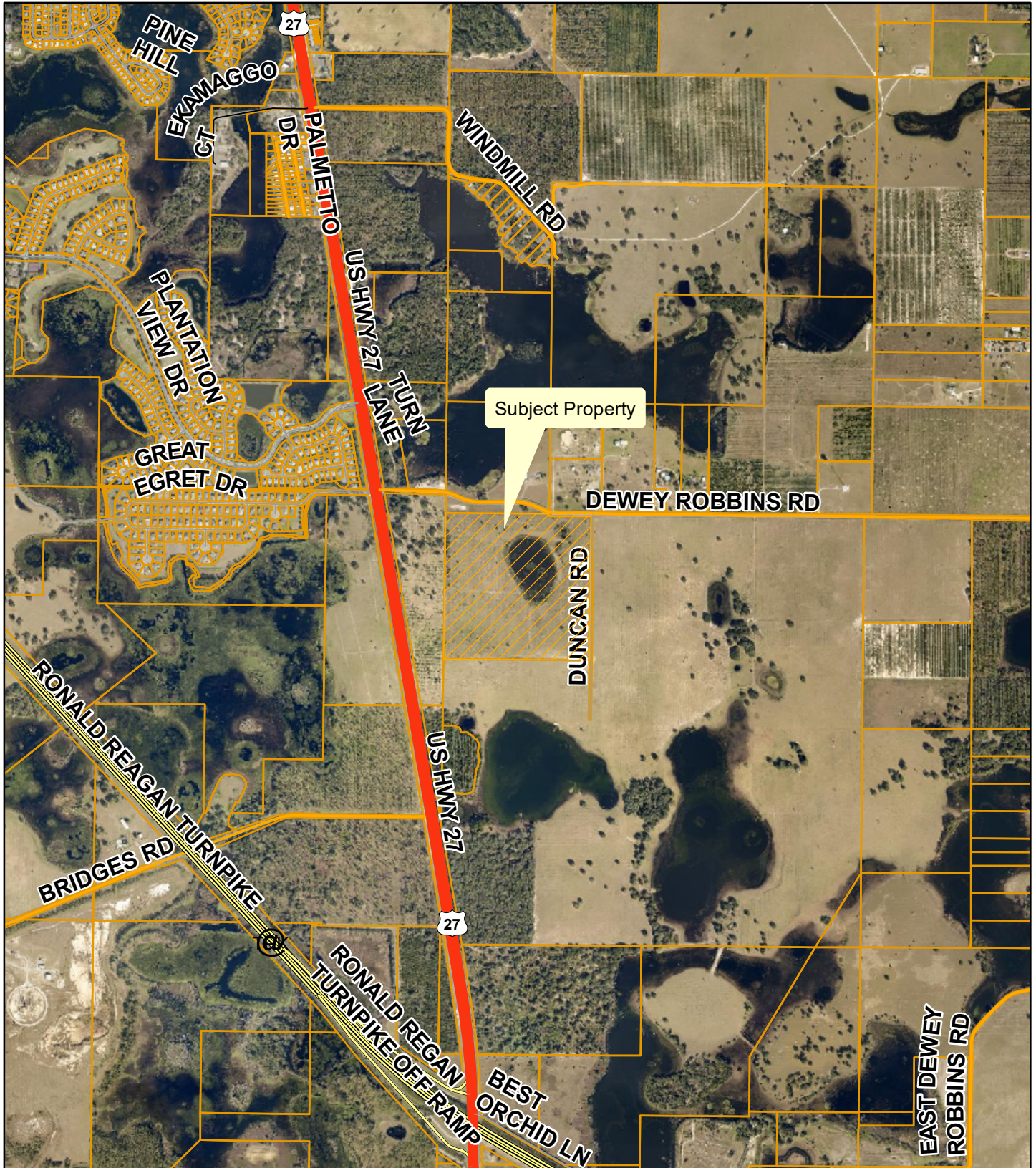
No comment

Notice of Appearance filed:

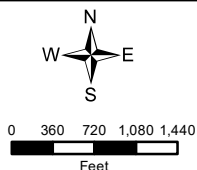
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

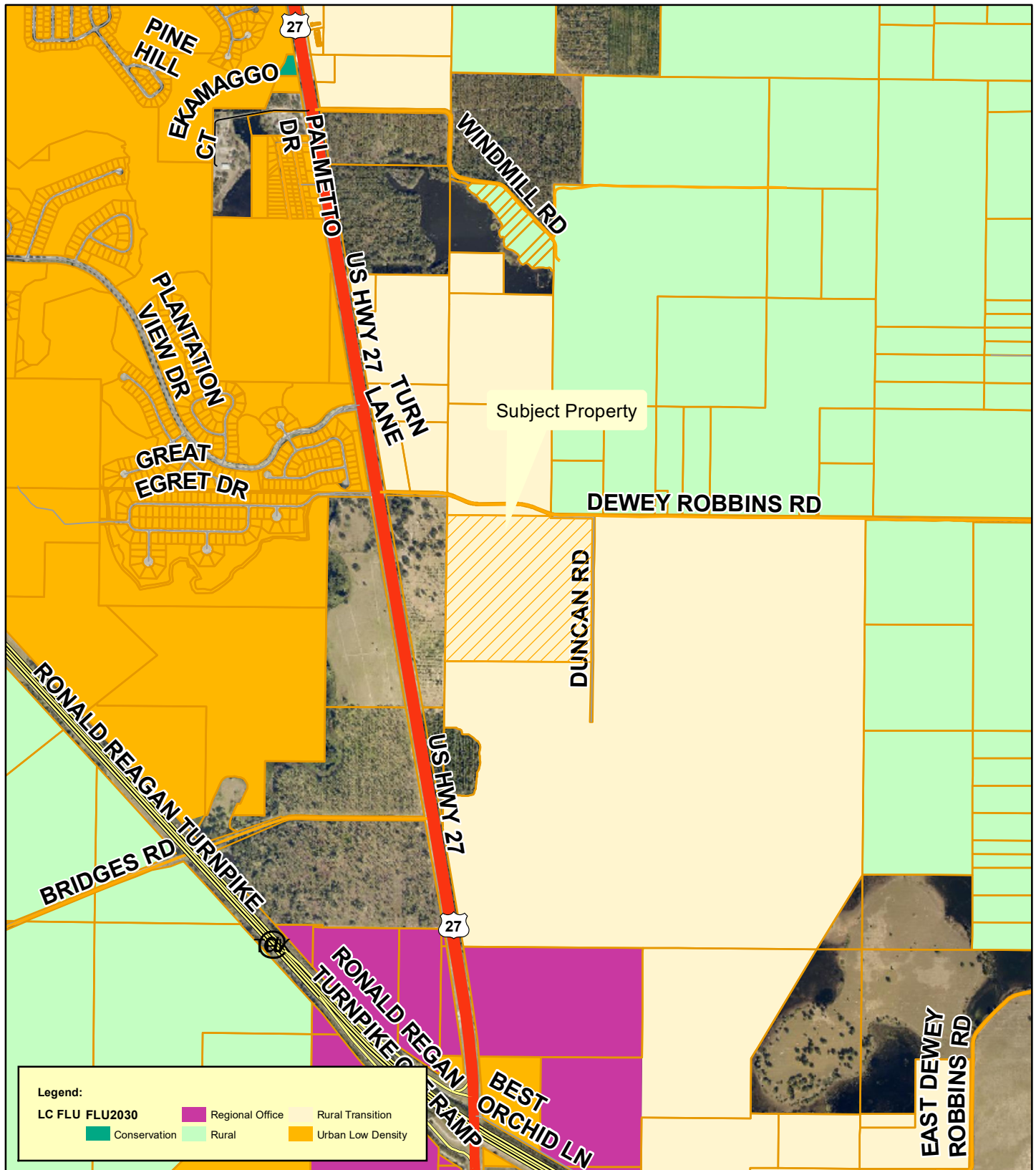


**Planning
& Zoning
Division**

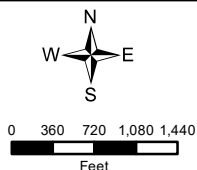


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Lake County Future Land Use

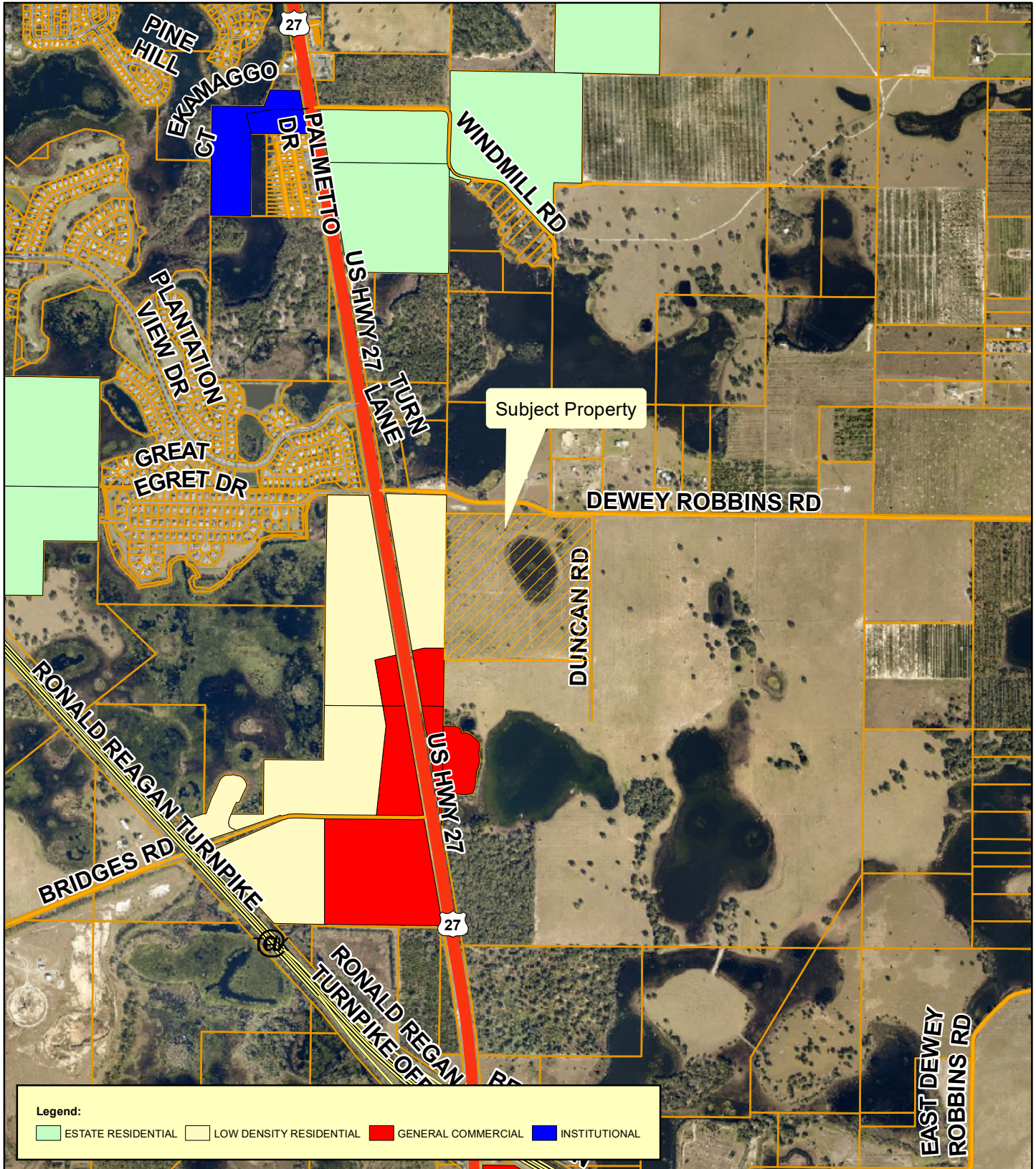


**Planning
& Zoning
Division**

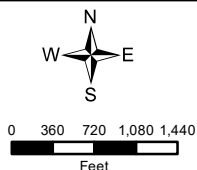


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
 Alternate Key #: 1210291
 Section 06, Township 21 South, Range 25 East
 September 17, 2021

Future Land Use

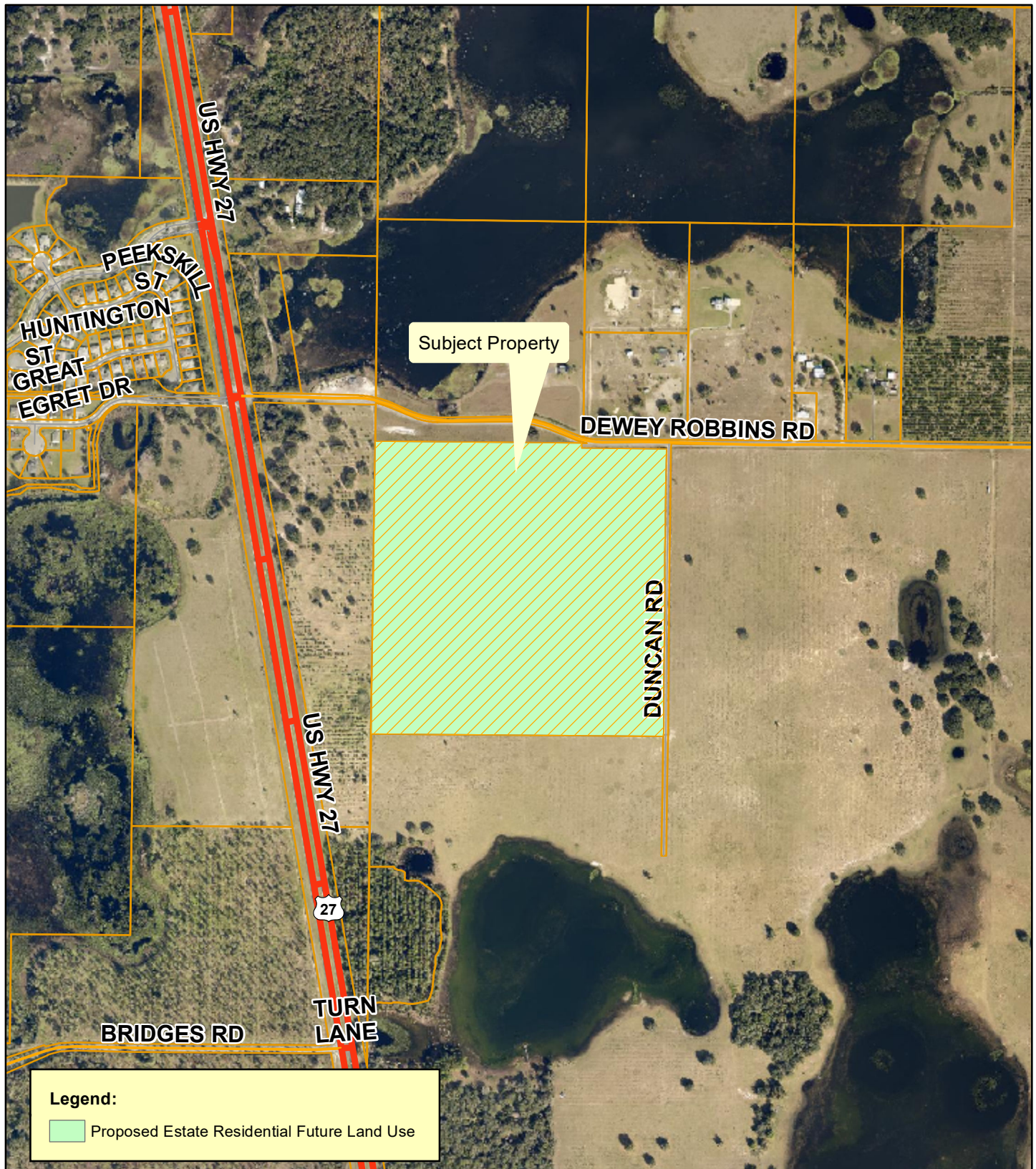


**Planning
& Zoning
Division**

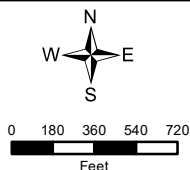


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
 Alternate Key #: 1210291
 Section 06, Township 21 South, Range 25 East
 September 17, 2021

Proposed Future Land Use

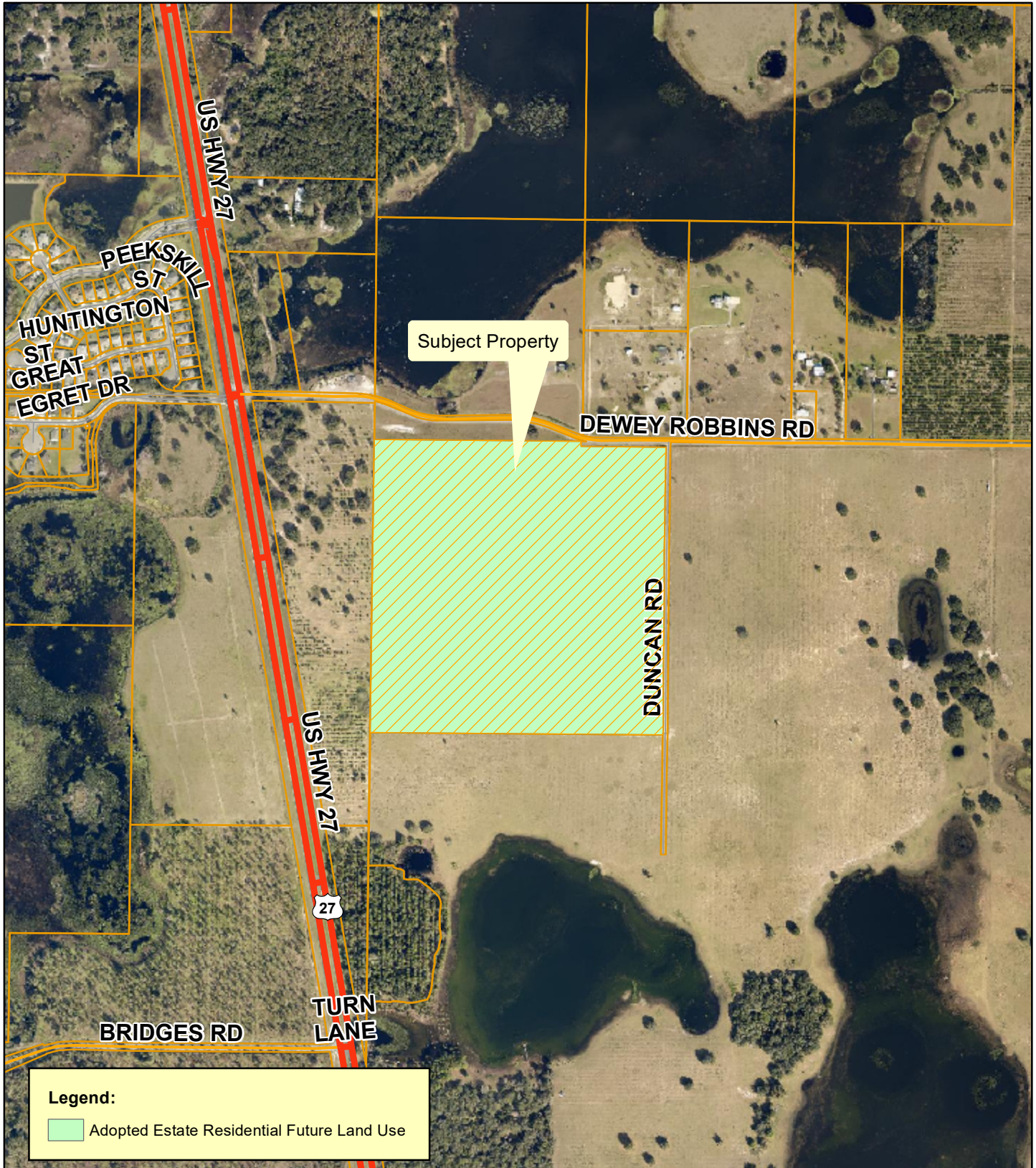


**Planning
& Zoning
Division**

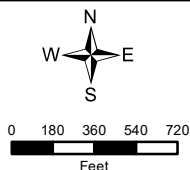


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Adopted Future Land Use



**Planning
& Zoning
Division**



Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Surrounding Land Uses



**Planning
& Zoning
Division**



0 150 300 450 600
Feet

Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.4.

Meeting Date: April 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 71 +/- acres from Lake County A (Agriculture) to City PUD (Planned Unit Development) to allow for single-family residential development for a property generally located east of U.S. Highway 27 and south of Dewey Robbins Road, as legally described in Section 06, Township 21 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lakeco PUD)

Staff Recommendation:

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

Analysis:

The project site is approximately 71 +/- acres, and is generally located east of U.S. Highway 27 and south of Dewey Robbins Road as shown on the attached maps. At this time, the property is agriculture. The proposal will allow for single-family residential subdivision. The existing land uses surrounding the property are residential, agriculture, and improved pasture. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on October 21, 2021 and recommended approval.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

Future development of this site will create a substantial positive fiscal impact on the City of Leesburg, in

the form of impact and utility fees, plus ad valorem taxes.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 71 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND SOUTH OF DEWEY ROBBINS ROAD, AS LEGALLY DESCRIBED IN SECTION 06, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LAKECO PUD)

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

Section 1.

Based upon the petition of Lakeco Partners II, LTD, (Greg Beliveau, agent) petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 25th day of April 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

LAKECO PARTNERS II, LTD.
PUD (PLANNED UNIT DEVELOPMENT CONDITIONS)
April 22, 2021

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Lakeco Partners II, LTD., 121 South Orlando Avenue, Suite 203, Winter Park, Florida 32789 “Permittee” (Greg A. Beliveau, Land Planning Group, Mt. Dora, Florida, Agent)**, for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow future construction of a proposed residential development consisting of a maximum of 184 single family residential units on approximately 72 acres, generally located south of Dewey Robbins Road and west of Duncan Road, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Lakeco Partners II, LTD., 121 South Orlando Avenue, Suite 203, Winter Park, Florida 32789 “Permittee” (Greg A. Beliveau, Land Planning Group, Mt. Dora, Florida, Agent)** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 72 acres, shall be used for platted single-family residential development, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Detached single family residential units
2. Accessory structures for residential uses
3. Sales office in a single-family unit
4. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar
5. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Townhouses
2. Multi-family units (Apartments)
3. Commercial uses (as a primary use)
4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 184 single family residential units, at a gross density not to exceed 2.6 units per acre on the approximately 72-acre site, as shown on **Exhibit C, Conceptual Development Plan**.

B. A mix of lot sizes is permitted as long as all lots are equal to or larger than the required minimums. The minimum number of 100-foot-wide lots shall be no less than 20% of the final total number of lots in the subdivision.

C. Along each street, homes with the same architectural design shall not be immediately adjacent (side by side) or directly across from a lot with the same design. Facades may be varied to meet this requirement. The maximum impervious surface for the project shall be 70%. Community and private swimming pools shall not count toward the impervious surface calculation.

D. The minimum lot development standards shall be:

1. For 50 foot lots:

- a. Minimum house size: 1,700 square feet.
- b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- c. Minimum lot size shall be 6000 square feet.
- d. Minimum width 50 feet
- e. Minimum depth 120 feet

- f. Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 20 feet.
 - Porch – 20 feet (porch must be a minimum width of 6 feet).

2. For all other lots:

- a. Minimum house size: 1,800 square feet.
- b. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
- c. Minimum lot size shall be 10,000 square feet.
- d. Minimum width 80 feet
- e. Minimum depth 120 feet
- f. Minimum building setbacks:
 - Front – 25 feet;
 - Rear – 18 feet;
 - Side – 7.5 feet;
 - Corner Side – 20 feet.
 - Porch – 20 feet (porch must be a minimum width of 6 feet).

3. For all structures:

- a. Each residential structure shall have a minimum two car garage.
- b. Minimum distance between structures shall be fifteen (15) feet; measured from building wall to building wall, and the roof overhang shall not exceed forty (40) percent of the distance between the building wall and the property line.
- c. Maximum building height: two (2) stories or 35 feet.
- d. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
- e. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line. Attached swimming pool screened enclosure shall also maintain a minimum setback of five (5) feet from the side or rear property lines.
- f. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
- g. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved PUD (Planned Unit Development) zoning conditions set forth herein.

5. DESIGN/ARCHITECTURAL STANDARDS

- A. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Dormers
 - 2. Gables

3. Recessed or raised entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars or decorative posts
 7. Bay window (minimum 12-inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Front windows with arched glass tops and minimum 4-inch trim.
 10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
 11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 12. Stone accents
 13. Shutters
 14. Board and batten siding
 15. Hardy board siding
 16. Raised banding
 17. Craftsman style garage doors
- B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manger or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered to meet the requirements of this section.

6. **LANDSCAPING & BUFFER REQUIREMENTS**

- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property. This landscape

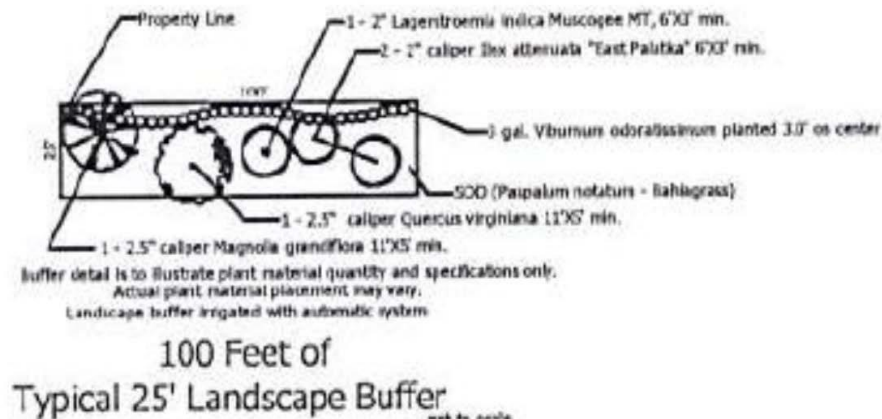
buffer shall be separate from all other platted lots, shall not be part of individually platted lots, and shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.

- B. A spilt-rail fence, of either wood or vinyl construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association.
- C. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
- D. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



- E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Manager or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- F. The surveying of trees on the property shall be conducted as follows:
 - 1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 - 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 - 3. The tree survey shall be completed by a licensed surveyor.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall have at least one access point on Duncan Road, or if required by Lake County, Dewey Robbins Road, as prescribed by Lake County Public Works, as shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.

- C. Each required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Community Development Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements.
- G. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements, such as a Homeowners or Property Owners Association.
 - 1. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements.
 - 2. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.

- H. Sidewalks shall be provided on both sides of the entrance road(s) and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain one sidewalk. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city., including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.
- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.

- D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USAGE

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

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 0.87 acres, or 200 square feet per unit.

- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.
- D. Active recreational activity space shall be calculated at a rate of 1.25 times for activities such as, but not limited to:
 - 1. Trails, playgrounds, basketball, tennis, handball courts, etc.
 - 2. Community swimming pool, including the deck area surrounding such pools.
 - 3. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes.
 - 4. Other active recreational activities may be used for credit, subject to approval by the City of Leesburg.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months of approval of this Planned Development. In the event, the conditions of the PUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the PUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the

development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

16. MISCELLANEOUS CONDITIONS

1. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
- D. Commitment of Capacity
 - 1. There are no previous commitments of any existing or planned excess capacity for this property.
- E. Ability to Provide Services
 - 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
 - 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LakeCo Partners II, LTD

The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows: Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89°48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and 3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

Commence at the Northeast corner of said Section 6; thence North 89°30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89°30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89°30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00°46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

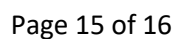


EXHIBIT D

FAÇADE SAMPLES

Exhibit A

LEGAL DESCRIPTION

LakeCo Partners II, LTD

The part of Government lot 3 and 4, Section 6, Township 21 South, Range 25 East, described as follows:
Begin at the Northwest Corner of said Section 6, run South along the West line of said Section 1763.20 feet to concrete monument, thence South 89°48'41" East to point 660 feet of said Government Lot 4, thence North parallel to the East Boundary of said Government Lots 4 and 3, to the North line of said Section 6, thence West along said section line to the point of beginning, lying and being in Lake County, Florida.

A 33' wide strip of land lying contiguous to, and Southerly of, the North line of Section 6, Township 21 South, Range 25 East, Lake County, Florida, being more particularly described as follow:

Commence at the Northeast corner of said Section 6; thence North 89°30'25" W 3303.30 feet along the North line of said Section 6 to the intersection with a line lying 660 feet West of, and parallel with the East line of Government Lot 3, as cited in the Official Records Book 1522, Page 1040. Public Records of said County, and the Point of Beginning; thence North 89°30'25" W 512.10 feet along said North line of Section 6; thence South 33.00 feet, thence South 89°30'25" E 511.66 feet along a line lying 33.00 feet South of, and parallel with said North line of Section 6 to said line lying 660 West of, and parallel with East Line of Government Lot 3; thence North 00°46'08" feet along said line lying parallel with 660 feet West of East line of Government Lot 3, to the Point of Beginning.

~ End of Legal Description ~



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: October 21, 2021
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-21-308

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request for a PUD (Planned Unit Development) zoning as conditioned, is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), Lake County A (Agriculture), and City of Leesburg PUD (Planned Unit Development).
2. Under the proposed PUD (Planned Unit Development) conditions for this property, the proposed Future Land Use designation of City of Leesburg Estate is compatible with adjacent properties having Future Land Use designations which include City of Leesburg Low Density Residential, General Commercial, and with property in Lake County having Future Land Use designations of Rural and Rural Transition.
3. The site is located along a major growth corridor and near existing city utilities which are available at U.S. Highway 27.
4. The proposed zoning designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) and forward the recommendation to the City Commission for consideration.

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

DATE: October 21, 2021

OWNER: Lakeco Partners II, LTD

PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.

PROJECT: Lakeco Partners II, LTD

REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)

CASE NO.: LSCP 21-307; PUD-21-308

GENERAL LOCATION: The property is generally located east of US Highway 27 and south of Dewey Robbins Road.

FUTURE LAND USE DESIGNATION: Lake County Rural Transition

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Rural; Lake County Rural Transition

South – Lake County Rural Transition

East – Lake County Rural Transition

West – City of Leesburg Low Density Residential; City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION: Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County RP (Residential Professional)

South – Lake County A (Agriculture)

East – Lake County A (Agriculture)

West – City of Leesburg PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Agriculture

SURROUNDING LAND USE:

North – Residential

South – Improved pasture

East – Improved pasture

West – Agriculture

PROPOSED LAND USE: Residential subdivision

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

DATE: October 21, 2021
OWNER: Lakeco Partners II, LTD
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Lakeco Partners II, LTD
REQUEST: Large Scale Comprehensive Plan Amendment to Estate Residential; Zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 21-307; PUD-21-308

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 10/15/21

FIRE

No comments from Fire Department. Amanda Stevenson 10/15/21

ELECTRIC

This is outside of Leesburg Electric's territory. No objections. Steve Davis 10/4/21

GAS

No comments received as of 10/15/21

GIS

GIS has no comments. Tammy Magamoll 10/4/21

BUILDING

No comments received as of 10/15/21

PUBLIC WORKS

Public Works has no issues with this proposal. Clifford Kelsey 10/5/21

ADDRESSING

No comments received as of 10/15/21

ECONOMIC DEVELOPMENT

No comments received as of 10/15/21

LAKE COUNTY PUBLIC WORKS

No comments received as of 10/15/21

LAKE COUNTY SCHOOLS

See attached school district Adequate Public Facilities determination letter. Let me know if you have questions. Thanks, Helen LaValley 10/11/21

PUBLIC RESPONSES

Approval

No comments received as of 10/15/21

Disapproval

No comments received as of 10/15/21

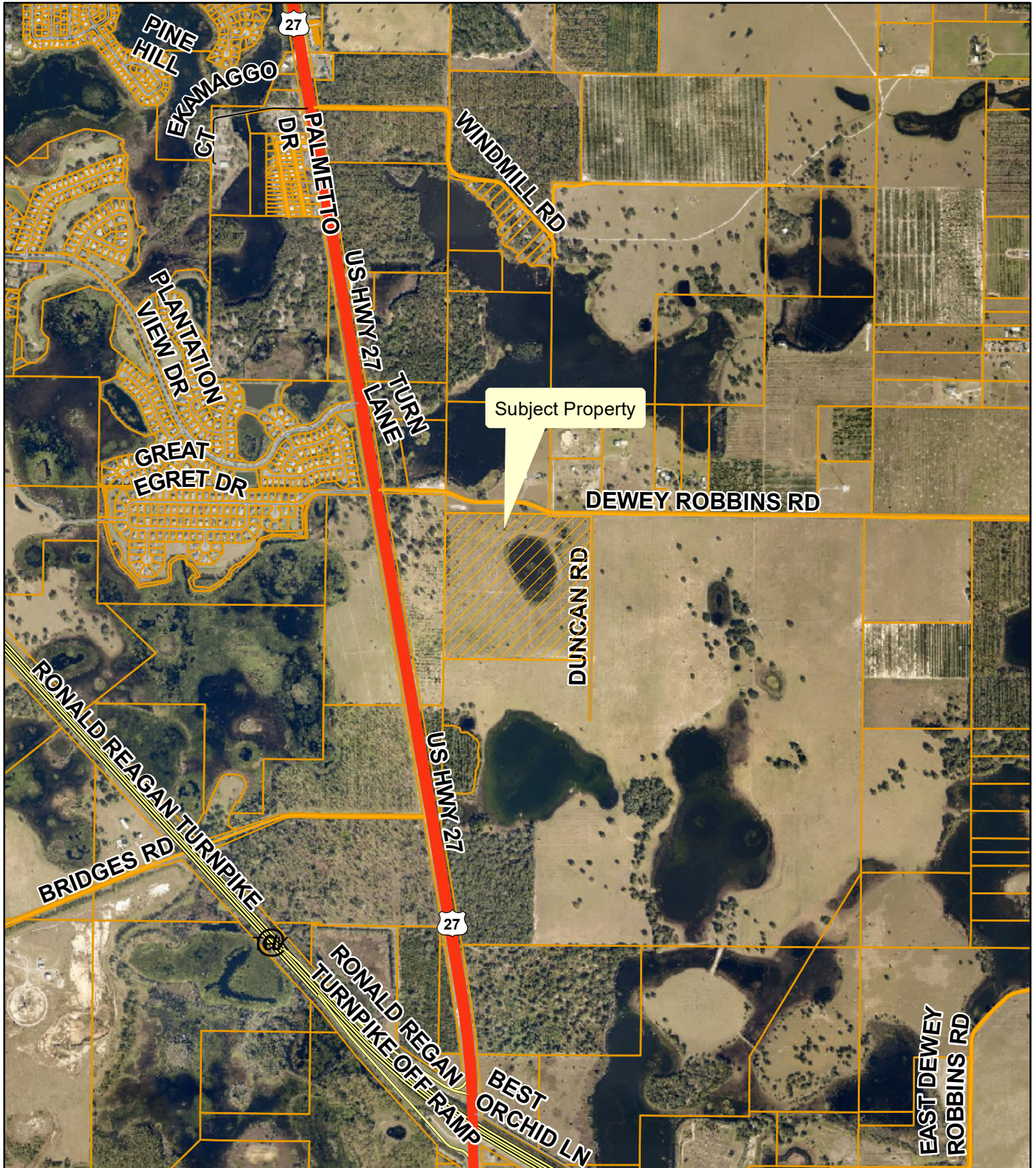
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Notice of Appearance filed:

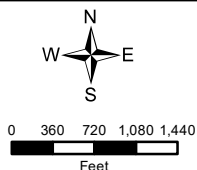
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

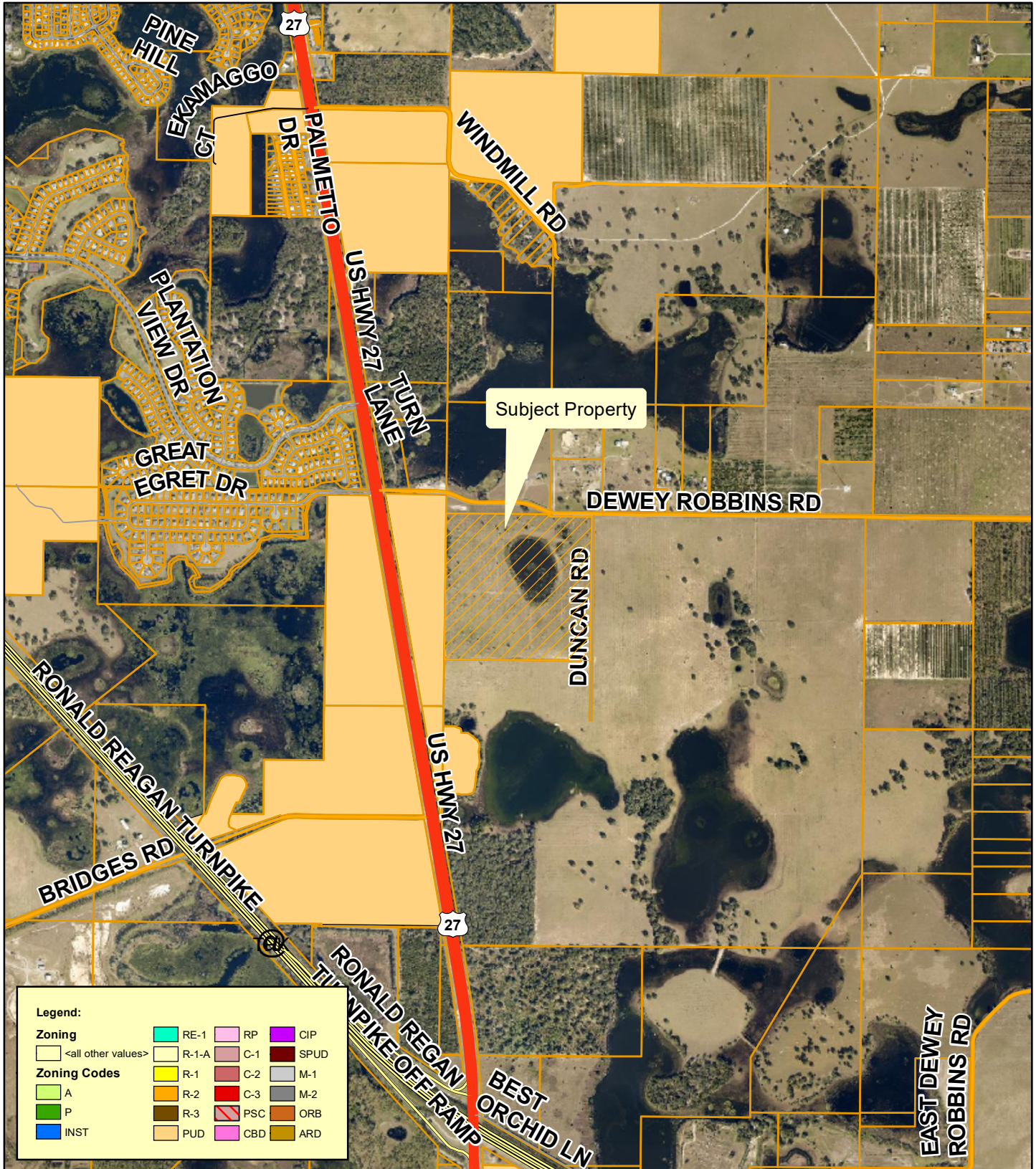


**Planning
& Zoning
Division**

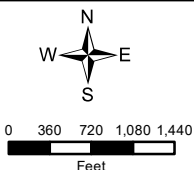


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Zoning

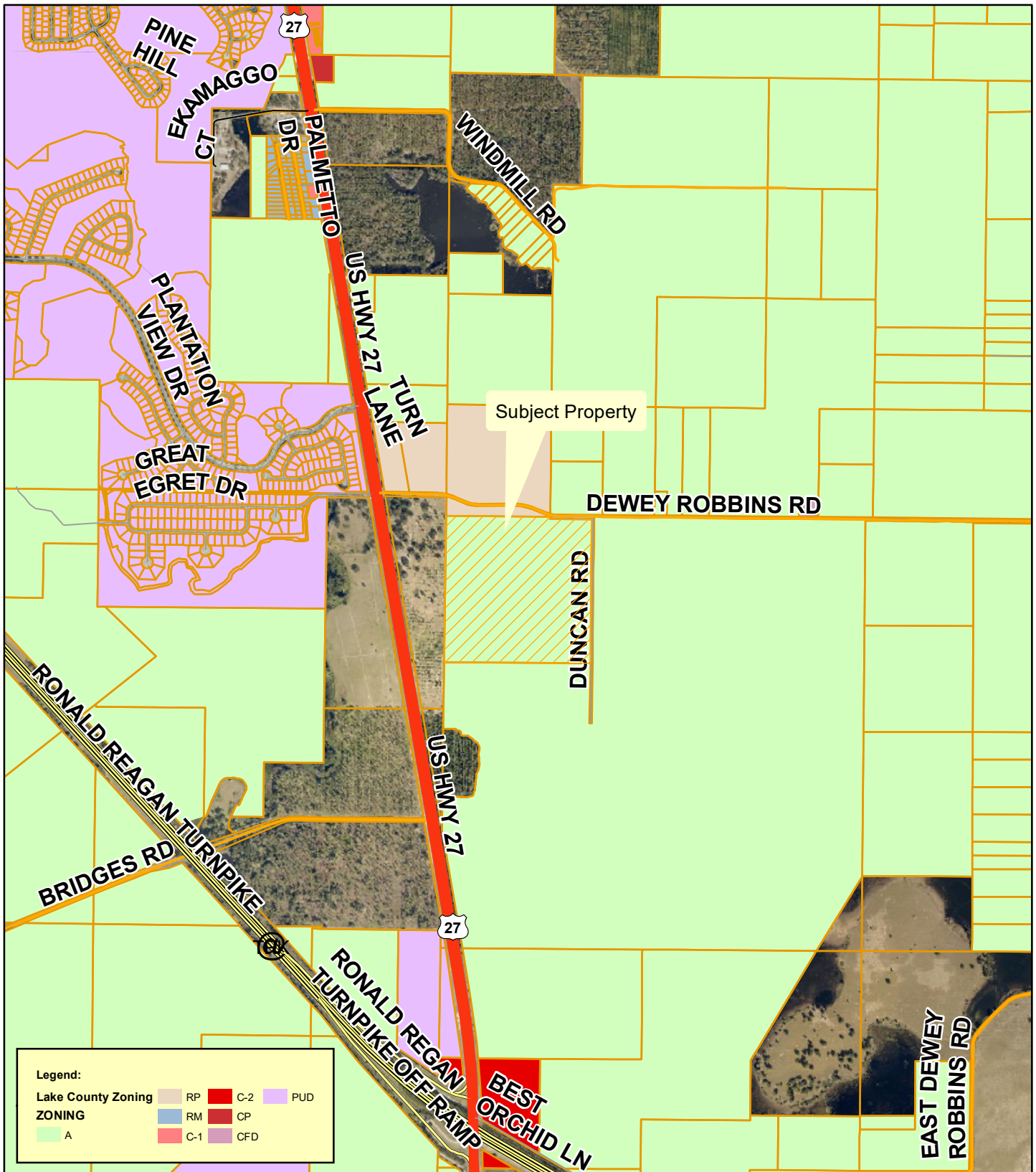


**Planning
& Zoning
Division**

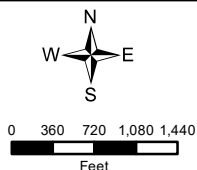


Lakeco Dewey ANN-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Lake County Zoning

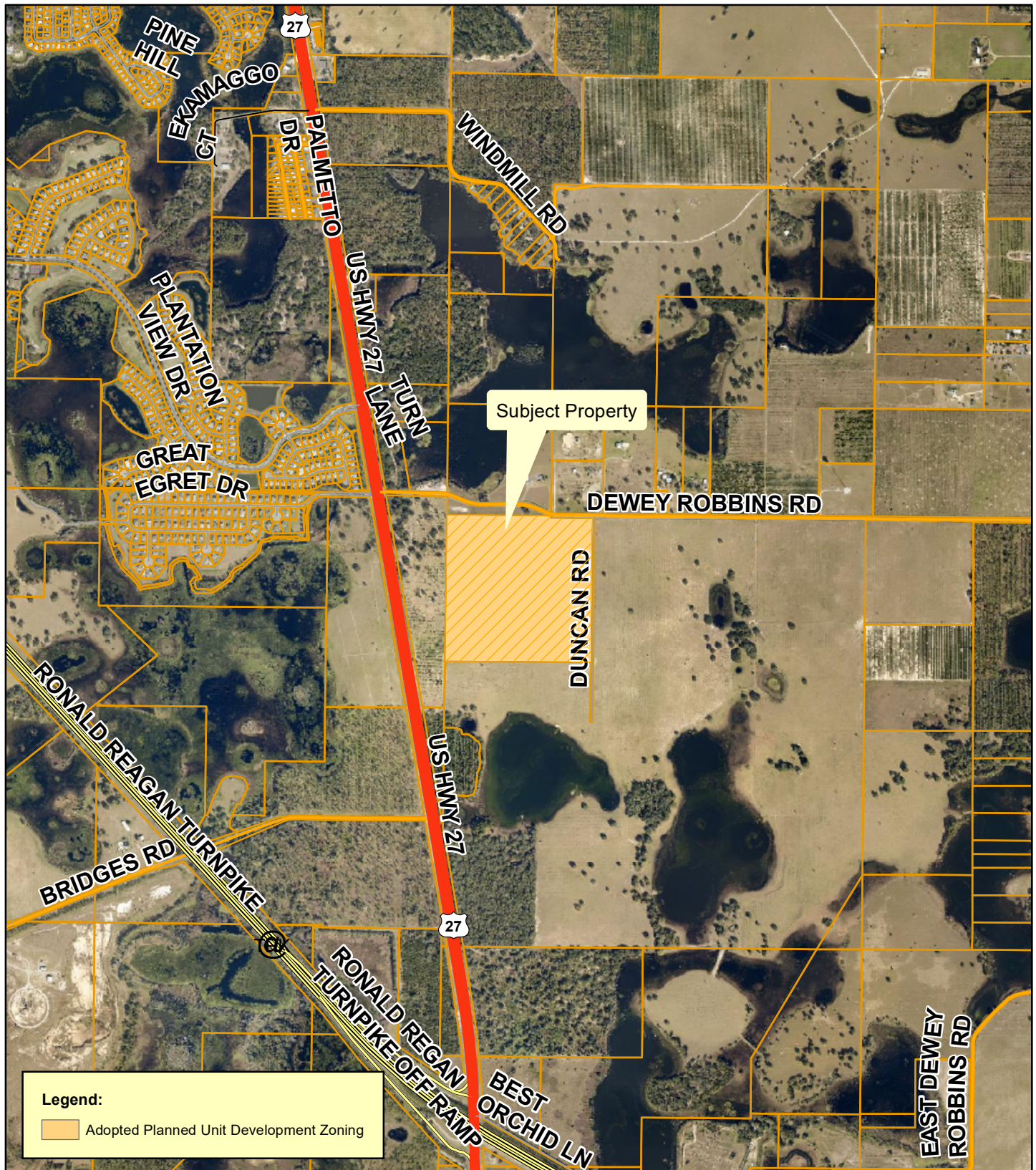


**Planning
& Zoning
Division**

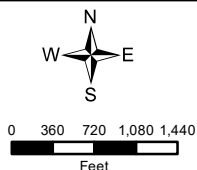


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
 Alternate Key #: 1210291
 Section 06, Township 21 South, Range 25 East
 September 17, 2021

Adopted PUD Zoning

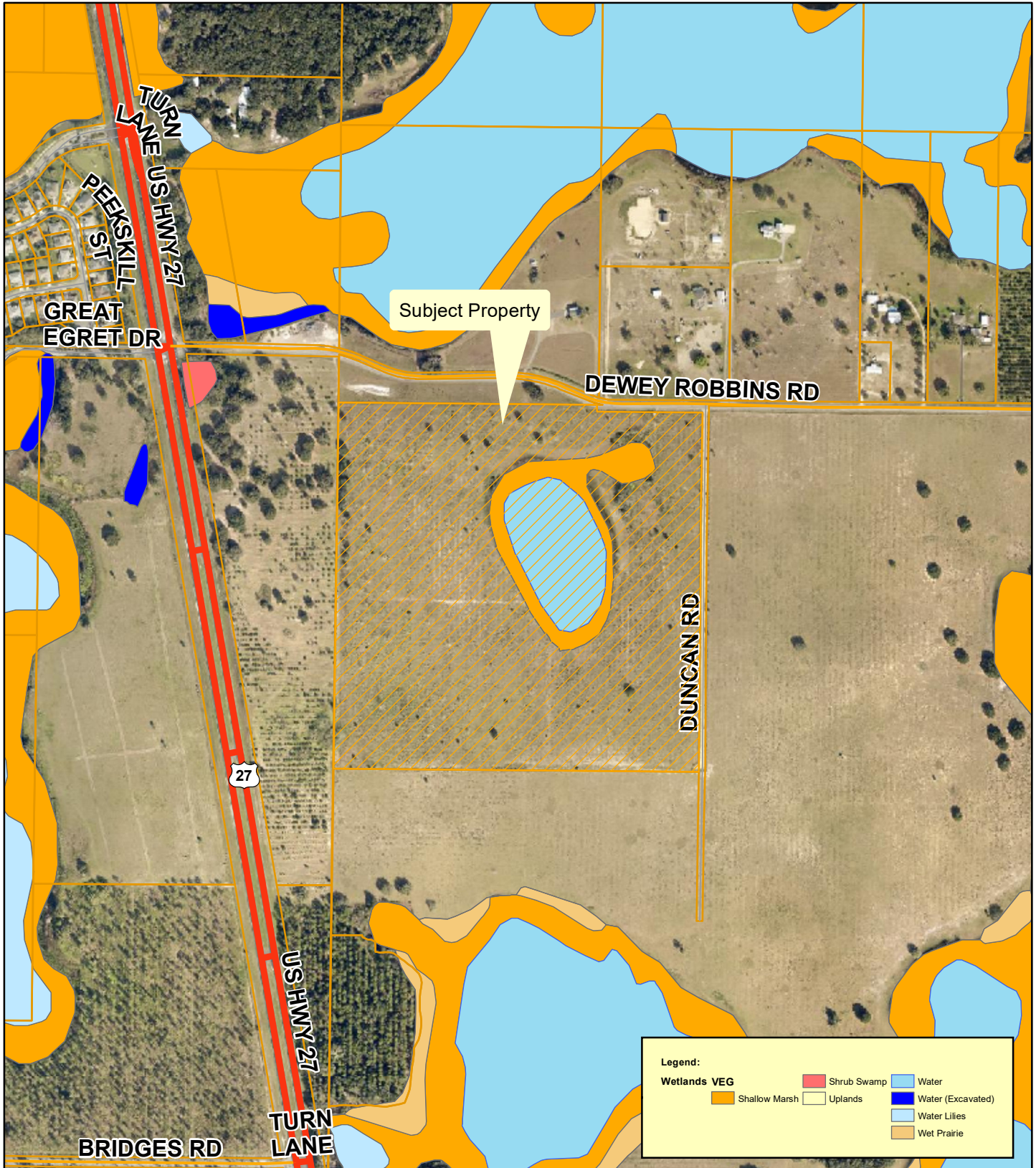


**Planning
& Zoning
Division**

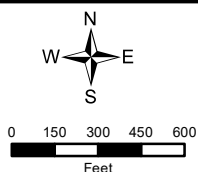


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
Alternate Key #: 1210291
Section 06, Township 21 South, Range 25 East
September 17, 2021

Wetlands

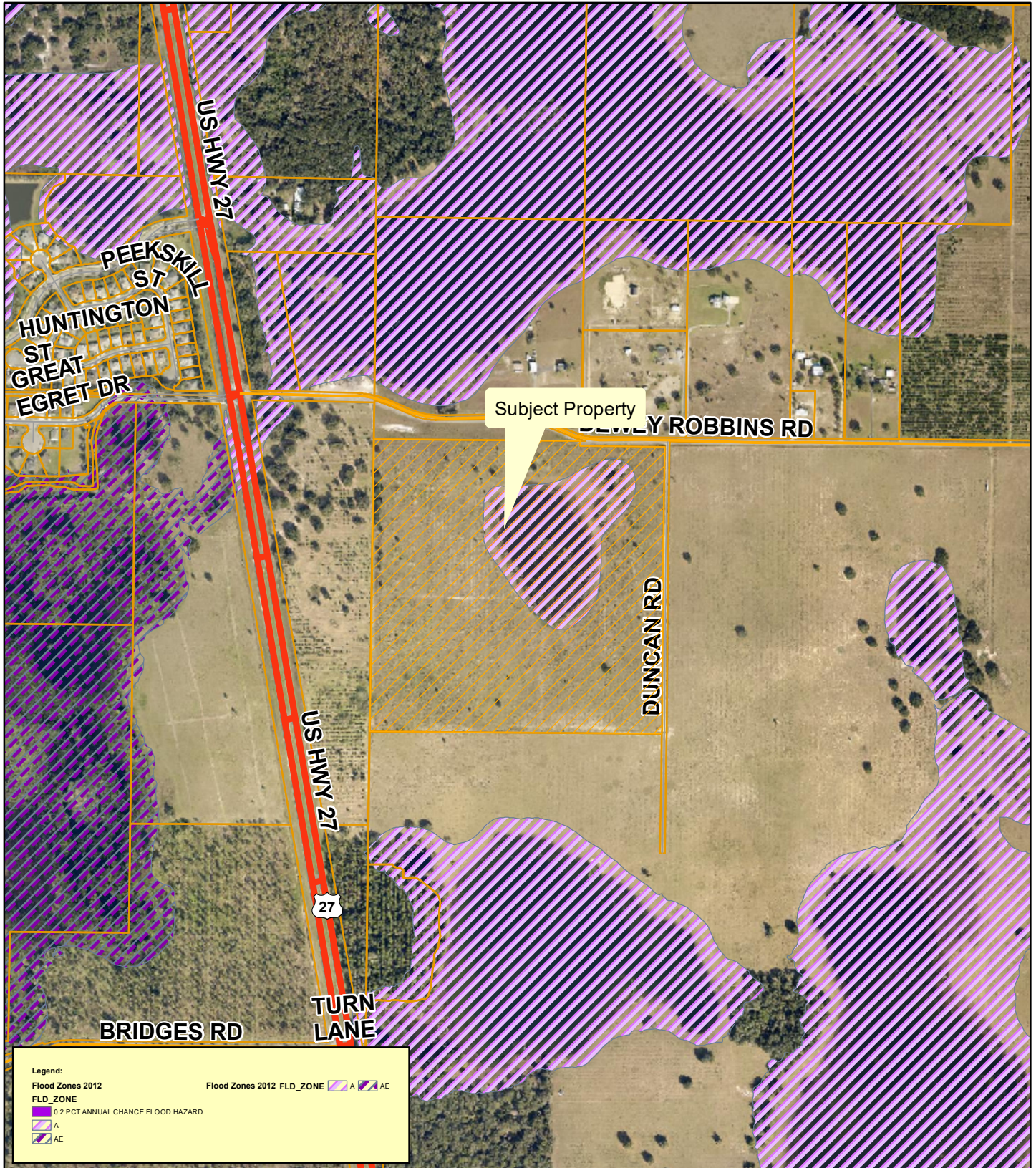


**Planning
& Zoning
Division**

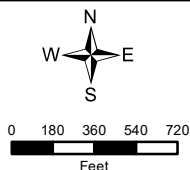


Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
 Alternate Key #: 1210291
 Section 06, Township 21 South, Range 25 East
 September 17, 2021

Flood Zones



**Planning
& Zoning
Division**



Lakeco Dewey ANNX-21-306; LSCP-21-307; PUD-21-308
 Alternate Key #: 1210291
 Section 06, Township 21 South, Range 25 East
 September 17, 2021

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: April 25, 2022

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Ratifying the establishment of The Villages Community Development District No. 14 (District) pursuant to Ordinance No. 21-30 and the Boundary Amendment of the District pursuant to Ordinance No. 22-10; affirming and certifying the establishment of the District, the external boundaries of the District, the initial members of the Board of Supervisors, the name of the District, the location of water and sewer connections, the time table and cost estimates, and the statement of estimated regulatory costs; providing for conflicts; providing for severability; and providing for an effective date.

Staff Recommendation:

Ratify the establishment of The Villages Community Development District No. 14.

Analysis:

The City of Leesburg approved Ordinance No. 21-30 and Ordinance No. 22-10 creating The Villages Community Development District No. 14. To cure a defect in the advertising requirement, the City has received a request to ratify the previous approval of the Ordinances pursuant to Chapter 190, Florida Statutes.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

N/A

Submission Date and Time:

ORDINANCE NO. 22-_____

AN ORDINANCE OF THE CITY OF LEESBURG, RATIFYING THE ESTABLISHMENT OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14 (DISTRICT) PURSUANT TO ORDINANCE NO. 21-30 AND THE BOUNDARY AMENDMENT OF THE DISTRICT PURSUANT TO ORDINANCE NO. 22-10; AFFIRMING AND CERTIFYING THE ESTABLISHMENT OF THE DISTRICT THE EXTERNAL BOUNDARIES OF THE DISTRICT, THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS, THE NAME OF THE DISTRICT, THE LOCATION OF WATER AND SEWER CONNECTIONS, THE TIME TABLE AND COST ESTIMATES, AND THE STATEMENT OF ESTIMATED REGULATORY COSTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 26, 2021, the City Commission adopted Ordinance No. 21-30 establishing Village Community Development District No. 14, 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, attached hereto as Exhibit “A”; and

WHEREAS, on February 14, 2022, the City Commission adopted Ordinance No. 22-10 amending the boundary lines of Village Community Development District No. 14 and providing for an effective date, attached hereto as Exhibit “B”; and

WHEREAS, Ordinance No. 21-30 and Ordinance No. 22-10 were not advertised in accordance with Florida Statute §190.005(1)(d); and

WHEREAS, the City and Petitioner seek to ratify Ordinance No. 21-30 and Ordinance No. 22-10 after proper advertisement pursuant to Florida Statute §190.005(1)(d); and

WHEREAS, a Notice of Public Hearing to Ratify Ordinance No. 21-30 and Ordinance No. 22-10 concerning Village Community Development District No. 14 (Notice) ran in The Villages Daily Sun on April 8, 2022, April 15, 2022, April 22, 2022, and April 29, 2022 prior to a May 9, 2022 public hearing on this matter; and

WHEREAS, the Notice complied with all of the requirements outlined in Florida Statute §190.005.

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. RATIFICATION. All of the provisions in Ordinance No. 21-30 and Ordinance 22-10 are hereby ratified and reaffirmed dating back respectively to July 26, 2021 and February 14, 2022.

SECTION 3. AFFIRMATION AND CERTIFICATION. Village Community Development District No. 14 is established as of July 26, 2021 and the boundaries of the District as established pursuant to Ordinance No. 21-30, on July 26, 2021 and as amended pursuant to Ordinance No. 22-10 on February 14, 2022 are the current boundaries of Village Community Development District No. 14. Furthermore, the initial members of the Board of Supervisors, the name of the District, the location of water and sewer connections, the time table and costs estimates, and the statement of estimated regulatory costs as outlined in Ordinance No. 21-30 are affirmed and date back to July 26, 2021, and the actions taken by the Board of Supervisors of the District in accordance with and pursuant to the provisions of Ordinance No. 21-30 and Ordinance No. 22-10 are ratified and affirmed as of the dates of such actions.

SECTION 4. SEVERABILITY. If any provision of this Ordinance, or application thereof, is finally determined by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances previously adopted and conflicting with this Ordinance are hereby repealed.

SECTION 6. 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 9th day of May, 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

Attest

City Clerk

EXHIBIT "A"

ORDINANCE NO 21-30

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, 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 AN
EFFECTIVE DATE (VILLAGES CDD 14)**

WHEREAS, The Villages Land Company, LLC, (the "Petitioner") has petitioned the City Commission for the City of Leesburg, Florida, (the "City") to adopt an ordinance establishing the boundaries of the Village Community Development District No 14, pursuant to Chapter 190, Florida Statutes, and granting certain special powers, and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to establish the Village Community Development District No 14 (the "Petition") are true and correct, and

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

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

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

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

WHEREAS, duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District

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, (2020), as amended

SECTION 2 DISTRICT NAME There is hereby created a Community Development District situated entirely within incorporated Leesburg, Florida, which District shall be known as Village Community

CITY OF LEESBURG
CITY CLERK'S OFFICE
PO BOX 490630
LEESBURG FL 34749-0630



Development District No 14

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT The external boundaries of the District are described in Exhibit 2 attached hereto, the overall area containing approximately 2,499.60 acres

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes (2020) as may be amended from time to time. The charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District's Board of 'supervisors' may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems facilities for (a) parks and facilities for indoor and outdoor recreational, cultural and educational uses, and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cards, when authorized by applicable governmental agencies, except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District Boundaries, all as authorized and described by Section 190.012(2), Florida Statutes. The District shall not provide, electricity, cable television, telephone or other telecommunications, dial-up or broadband internet, solid waste collection and disposal, or any other utility service unless otherwise approved by the City of Leesburg.

SECTION 5. BOARD OF SUPERVISORS The five persons designated to serve as initial members of the District Board of Supervisors are

- 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

SECTION 6. NOTICE TO PURCHASERS Any and all agreements for the sale of property within the boundaries of the district must include the disclosure statement required in Section 190.048, Florida Statutes, (2020) or any successor provision thereto. This requirement shall apply not only to the initial sale of a parcel, but also to all subsequent sellers, successors and assigns, for the life of the District.

SECTION 7: SEVERABILITY. If any provision of this Ordinance, or the 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.

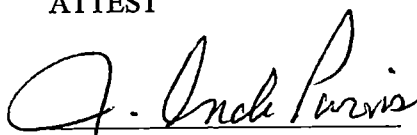
SECTION 8. EFFECTIVE DATE This Ordinance shall take effect upon its passage and adoption pursuant to general law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of July 2021

THE CITY OF LEESBURG, FLORIDA


Mayor

ATTEST


City Clerk

**PETITION TO ESTABLISH
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

Petitioner, The Villages Land Company, LLC, a Florida limited liability company, 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 establish a Uniform Community Development District and to designate the land area for which the District would manage a finance basic service delivery and states as follows

1 Petitioner is a Florida limited Liability Company with its principal place of business at 3619 Kiessel Road, The Villages, Florida 32163

2 The land area to be served by the District comprises of 2499.60 acres. A map showing the location of the land area to be serviced by the District is attached as **Exhibit 1**. All of the land in the proposed District is within the City of Leesburg, Florida.

3 A metes and bounds legal description and sketch of the external boundaries of the District is attached as **Exhibit 2**. Section 190.005(2)(a) and (1)(a)(1), Florida Statutes. There is no real property wholly within the external boundaries of the District, which is to be excluded from the District.

4 Attached as **Exhibit 3** is documentation constituting written consent to establishment of the District by the owners of the real property to be included in and serviced by the District (Section 190.005(2)(a) and (1)(a)(2), Florida Statutes).

5 The five (5) persons designated to serve as the initial members of the Board of Supervisors of the District are named in **Exhibit 4** attached hereto (Section 190.005(2)(a) and (1)(a)(3), Florida Statutes).

6 The proposed name of the District is Village Community Development District No 14 (Section 190.005(2)(a) and (1)(a)(4), Florida Statutes).

7 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 5** attached hereto (Section 190.005(2)(a) and (1)(a)(5), Florida Statutes).

8 The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached as **Exhibit 6** (Section 190.005(2)(a) and (1)(a)(6), Florida Statutes).

9 All of the property to be included in the District, as shown in **Exhibit 7** will be designated Age Restricted Development (ARD) pursuant to the approved development plan of the Villages of West Lake.

10 The Statement of Estimated Regulatory Costs of the granting of this Petition and the establishment of the District is attached as **Exhibit 8** (Section 190.005(2)(a) and (1)(a)(8), Florida Statutes)

WHEREFORE, Petitioner respectfully requests the City of Leesburg to

A Schedule a public hearing on July 26, 2021 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 establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes

RESPECTFULLY SUBMITTED this 14th day of June, 2021.

THE VILLAGES LAND COMPANY, LLC

By: TVL Company, LLC, it's Manager

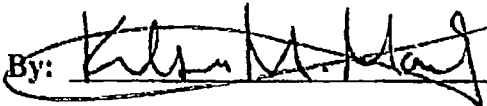
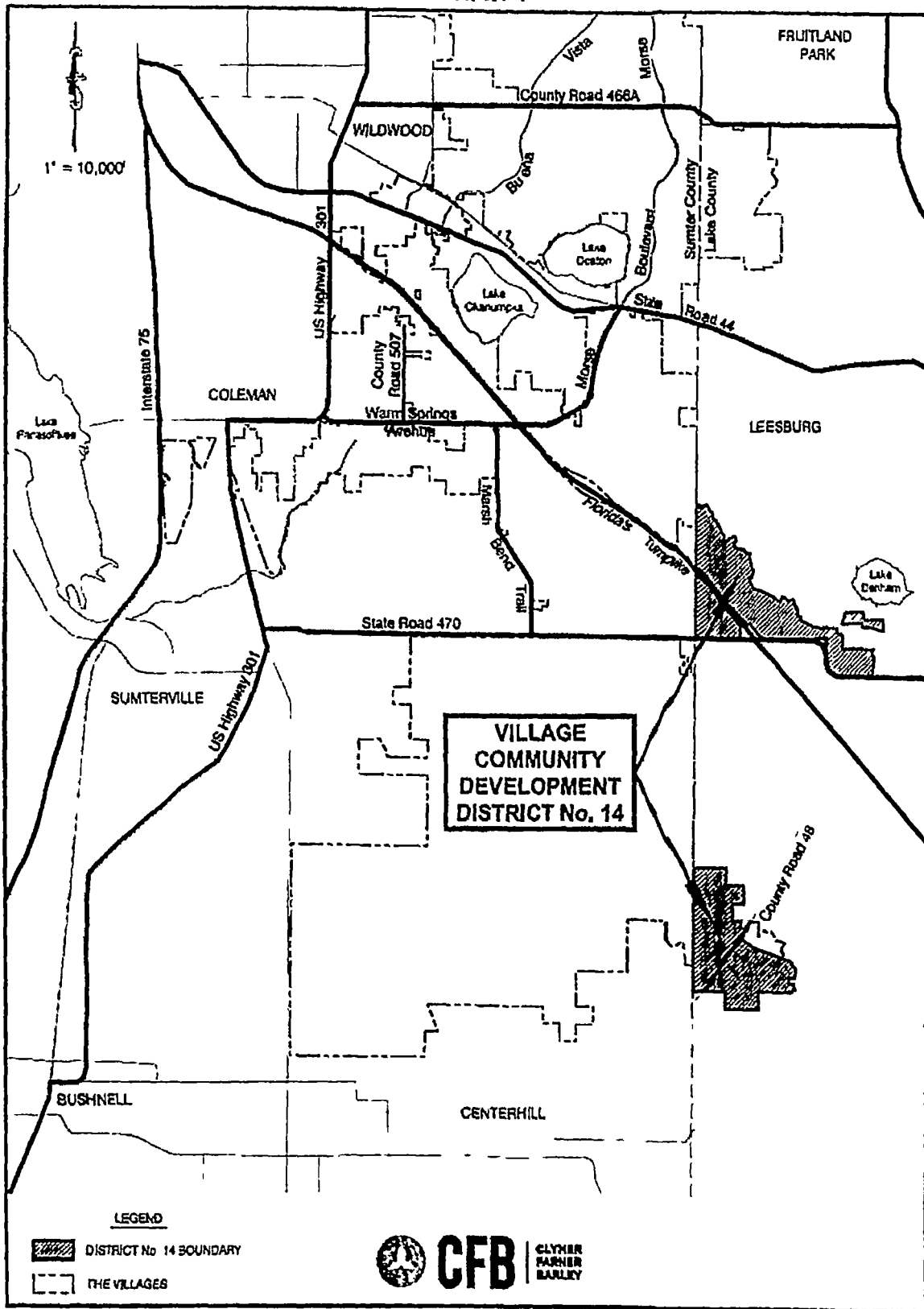
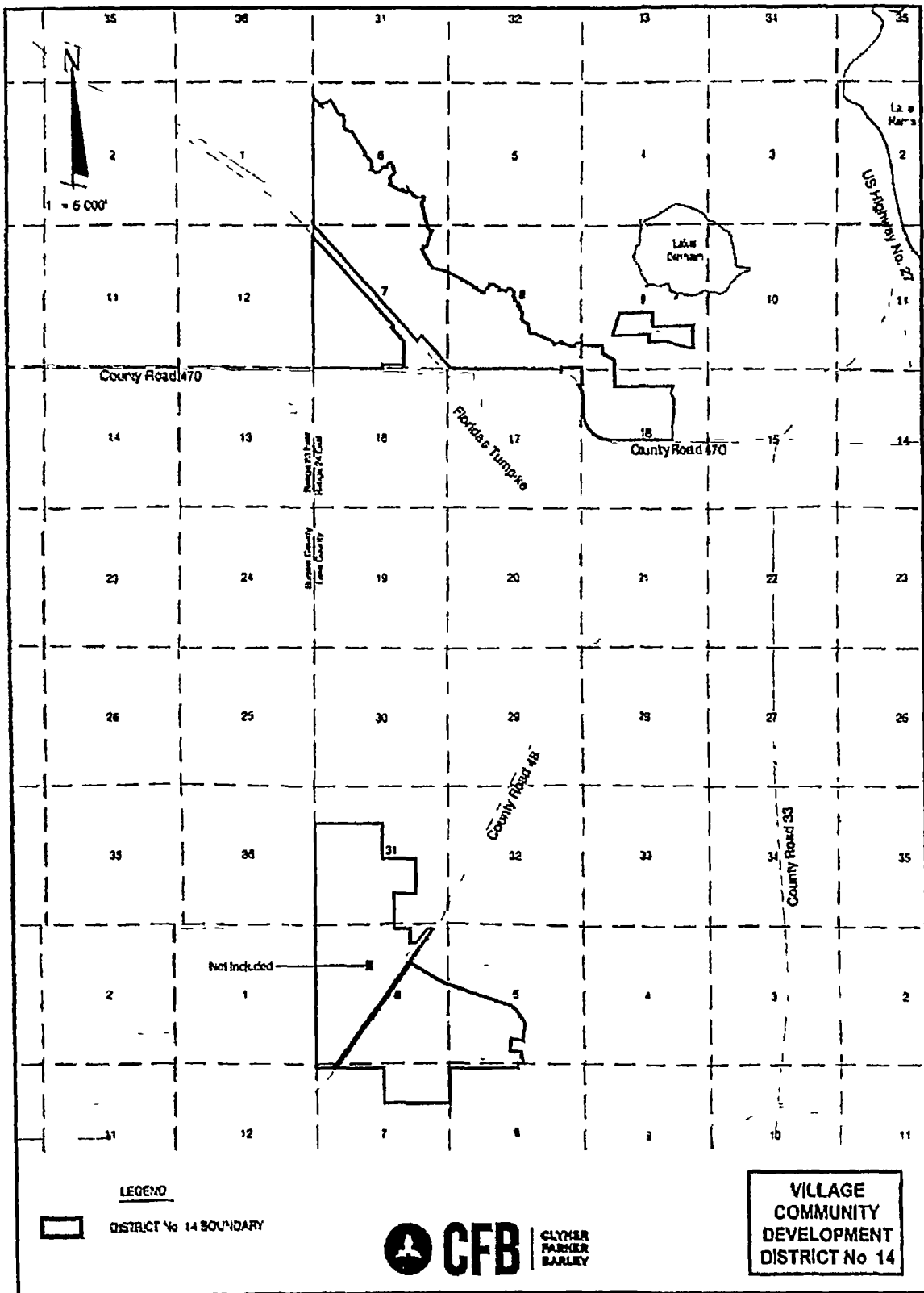
By: 
Kelsea MorseManly, Manager

EXHIBIT 1



GENERAL LOCATION MAP

EXHIBIT 2



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

**DESCRIPTION OF THE
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14
APPROXIMATELY 2499.6 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 39.04 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

2-2

May 14, 2021

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

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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

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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 533.18 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

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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 5956.03 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

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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

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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.

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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,

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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

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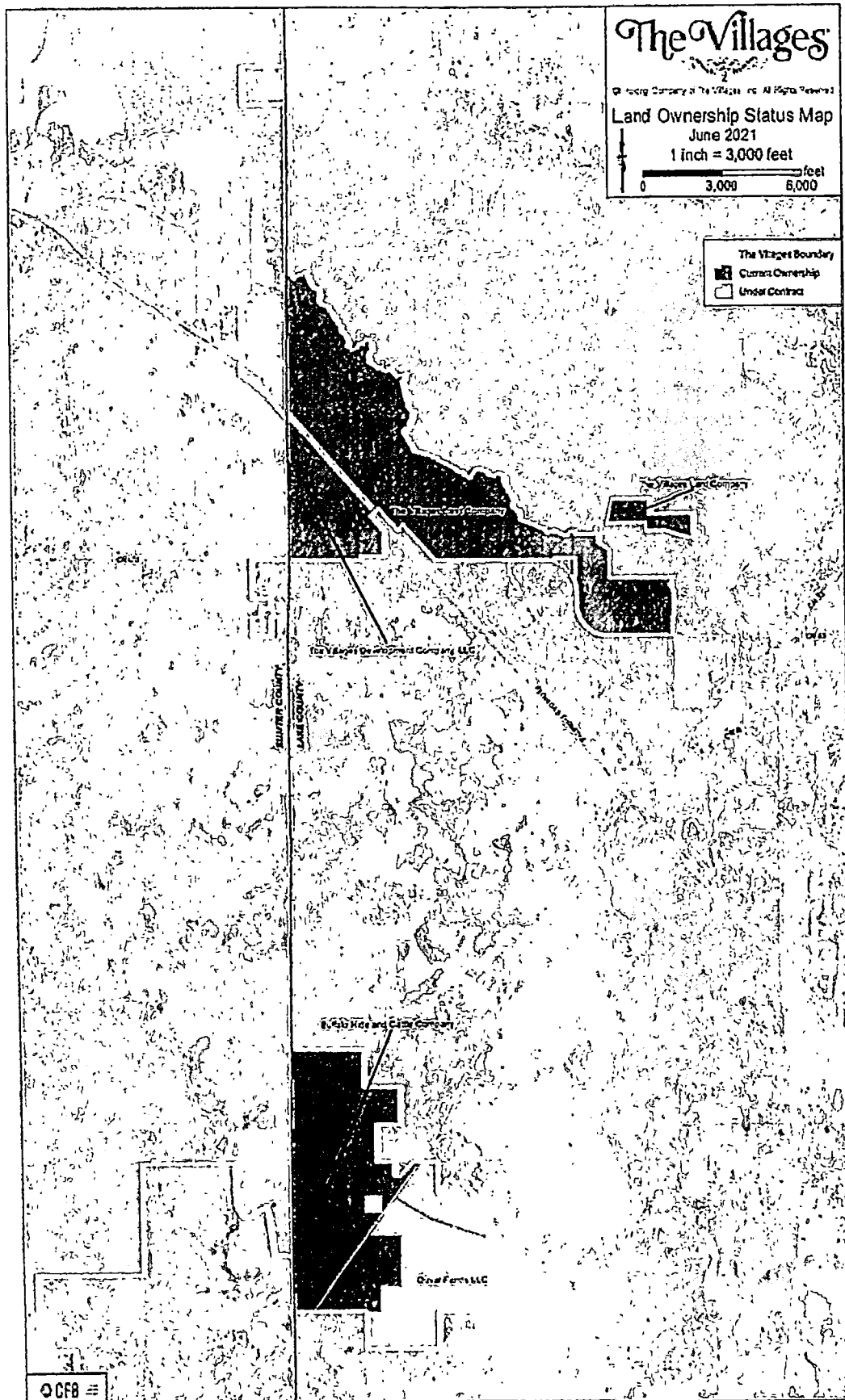
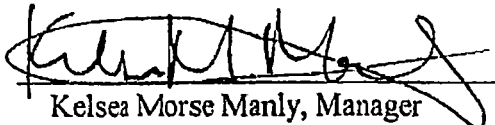


EXHIBIT 3**CONSENT TO THE ESTABLISHMENT OF
VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Establish Village Community Development District No 14, hereby consents to the Petition to Establish Village Community Development District No 14, dated the 14 of June, 2021

THE VILLAGES LAND COMPANY, LLC

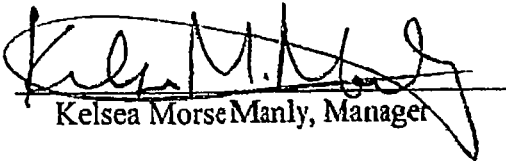
By: TVL Company, LLC, it's Manager

By 
Kelsea Morse Manly, Manager

**CONSENT TO THE ESTABLISHMENT OF
VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Establish Village Community Development District No 14, hereby consents to the Petition to Establish Village Community Development District No 14, dated the 14 of June, 2021.

BUFFALO HIDE AND CATTLE COMPANY

By 
Kelsea Morse Manly, Manager

**CONSENT TO THE ESTABLISHMENT OF
VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 14**

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Establish Village Community Development District No 14, hereby consents to the Petition to Establish Village Community Development District No 14, dated the 25 of June, 2021

DUVAL FARMS LLC

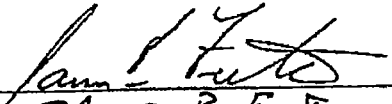
By 
Name Thomas P Feator
Title Manager

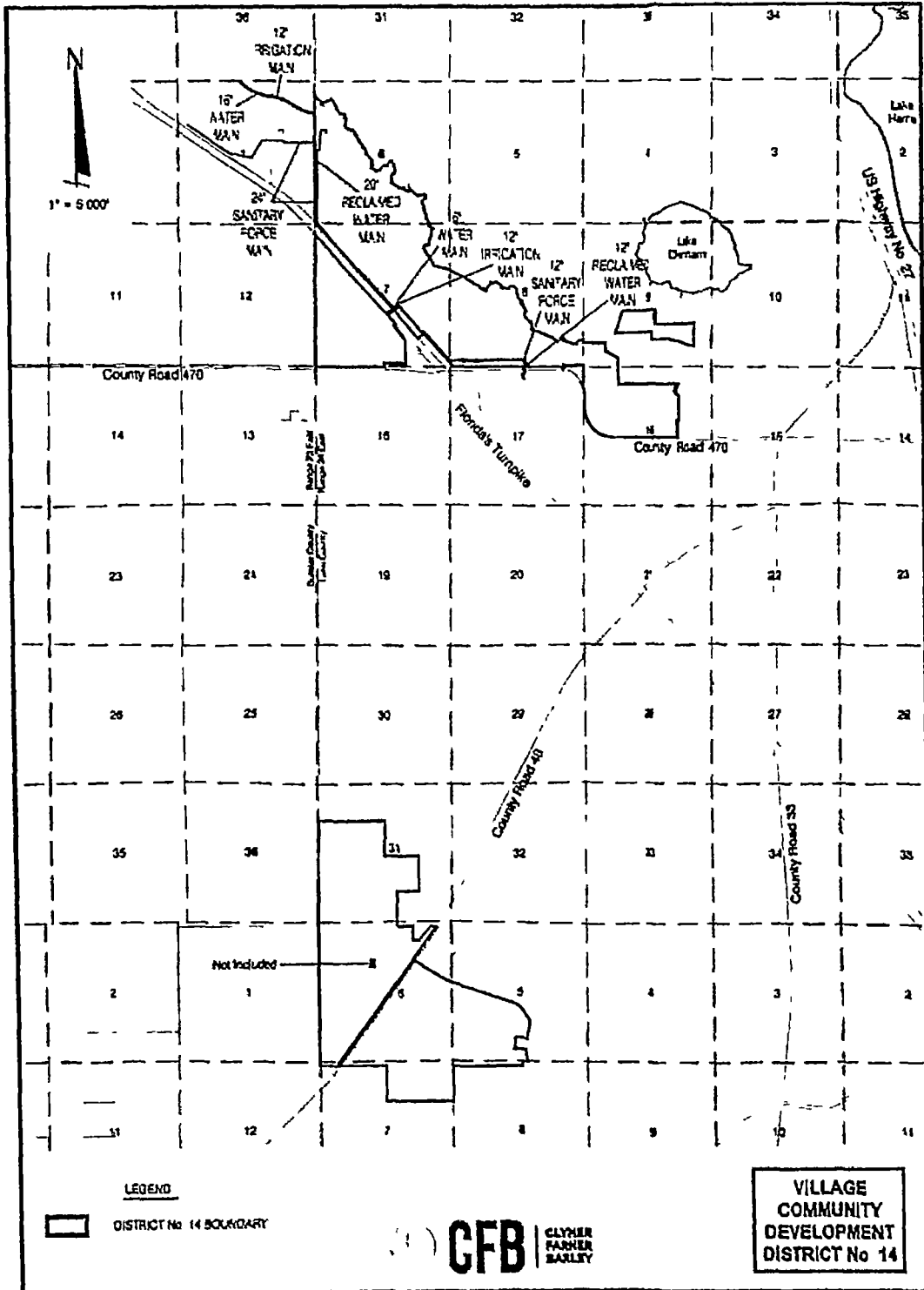
EXHIBIT 4**BOARD OF SUPERVISORS
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

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 5

**MAJOR TRUNK WATER MAINS, SEWER INTERCEPTIONS OR OUTFALLS
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

EXHIBIT 5



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT 6

**PROPOSED TIME TABLES AND RELATED ESTIMATES OF COST
OF THE DISTRICT SERVICES AND FACILITIES
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 14**

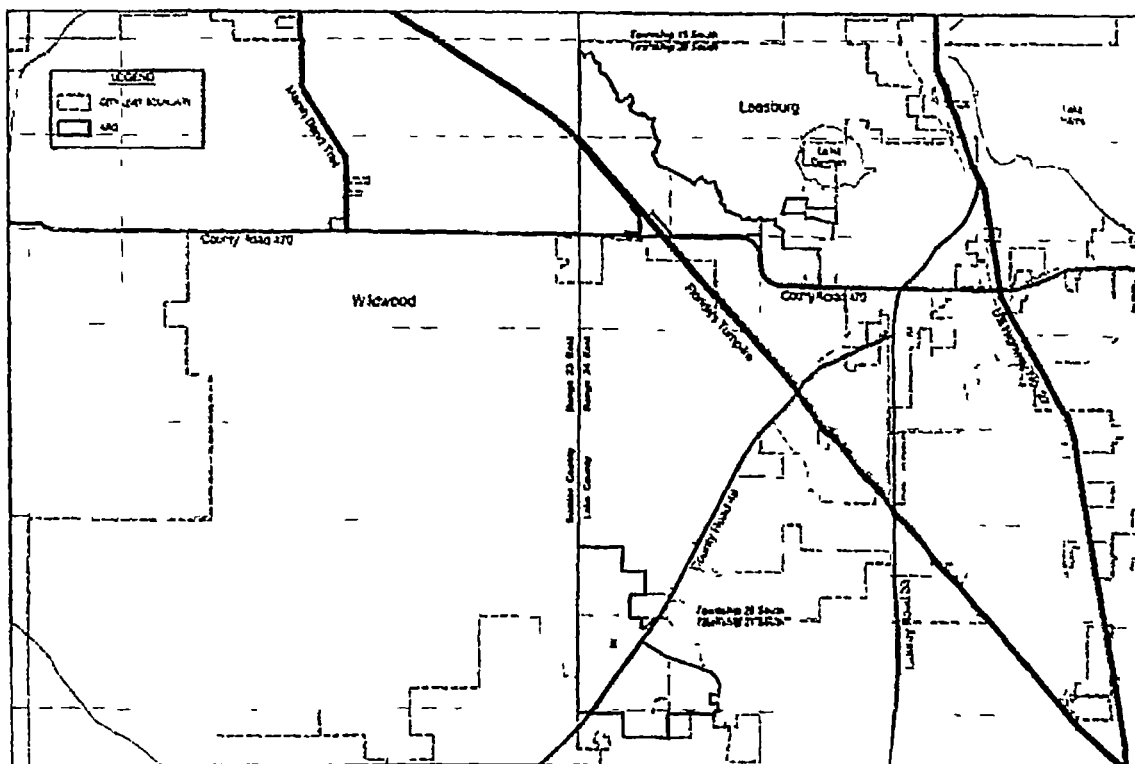
ITEM	ANTICIPATED SCHEDULE	ESTIMATED COST
Subdivision Infrastructure Roads & Drainage	2021-2024	\$44,077,300
Collector Road Infrastructure Roads & Drainage	2021-2024	\$29,640,656
Multi-Use Trails & Paths, Golf Cart Bridges & Tunnels	2021-2024	\$36,692,068
Landscaping & Irrigation in Common Areas ¹	2021-2024	\$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

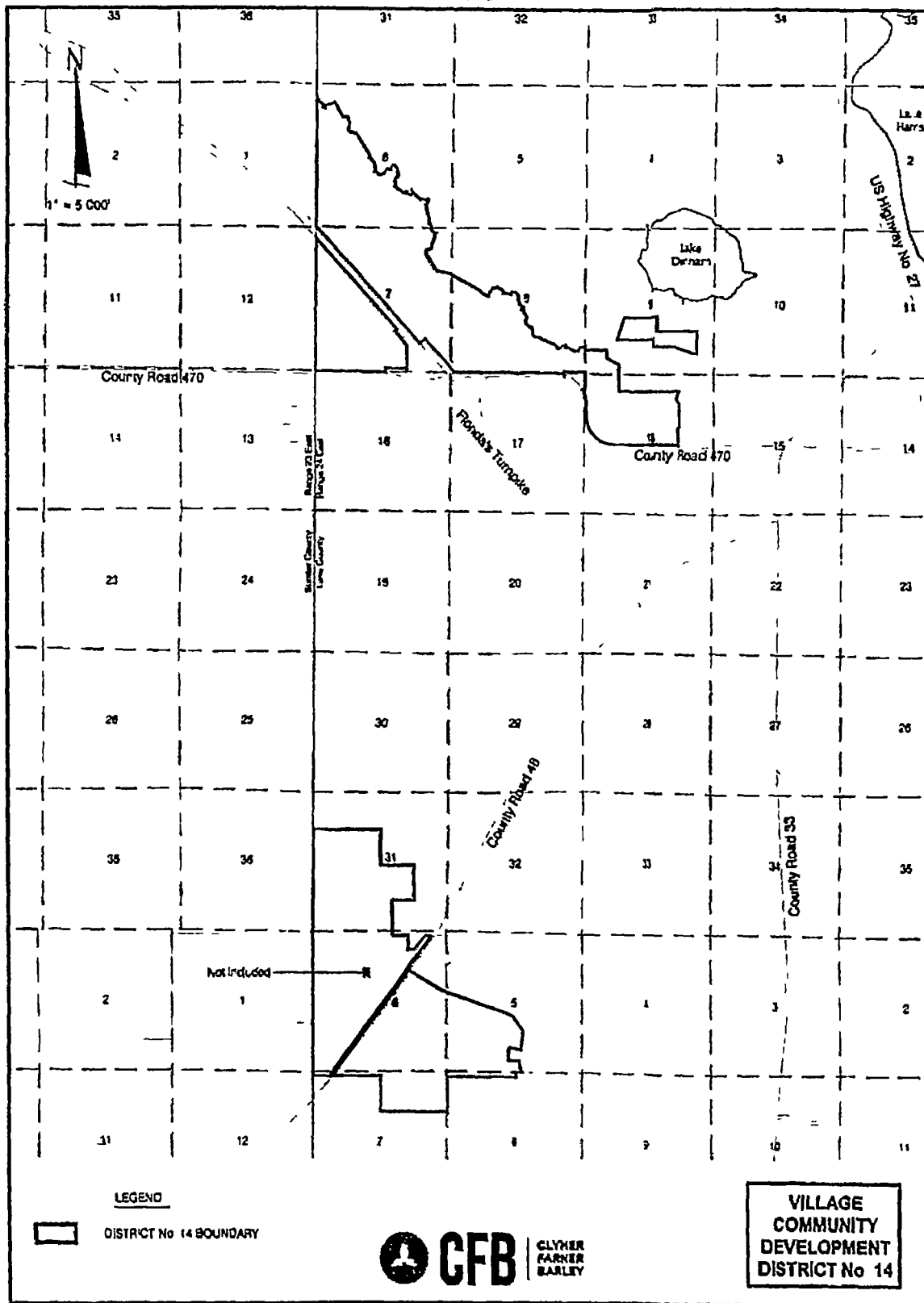
The Village Community Development District No. 14 (the "District") is located within the city limits of the City of Leesburg (the "City") in Lake County, Florida. The District lies within The Villages of West Lake (VOWL), which was approved on February 12, 2018 as an Age Restricted Development (ARD) and subsequently amended by the City on May 14, 2019 and again on February 24, 2020.



LAND USE AND ZONING MAP

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EXHIBIT A



VILLAGE COMMUNITY DEVELOPMENT DISTRICT No. 14

EXHIBIT 8**STATEMENT OF ESTIMATED REGULATORY COSTS****ESTABLISHMENT 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 proposed District will include approximately 2499.60 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 the Proposed District No. 14

The proposed District would 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 proposed District will encompass 2499.60 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 establishment of 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. Establishment of the proposed District would put all of these residents under the jurisdiction of the proposed 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 proposed 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 establishment 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 establishment of 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 if the District is established as proposed.

With a District, residents (owners and renters) within the District would have a focused unit of government under their direct control. The District can then be more responsive to resident needs without disrupting other City responsibilities.

APPENDIX

REPORT	STATUTE 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

ORDINANCE NO. 22-10

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

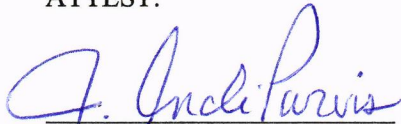
provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

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 14th day of February, 2022.

THE CITY OF LEESBURG, FLORIDA

ATTEST:


City Clerk


Mayor

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: April 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 0.59 acres; and being generally located on the west side of County Road 468 and north of Schoolview Street, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been 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 2; and providing an effective date. (Schoolview AX)

Staff Recommendation:

Planning and Zoning staff recommend approval of the request to annex the subject property, known as the Schoolview Property, into the City of Leesburg.

Analysis:

The applicant has submitted a request for annexation of approximately 0.59 acres of land generally located west of County Road 468 and north of Schoolview Street as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County RP (Residential -Professional) and the proposed zoning is City SPUD (Small Planned Unit Development). The proposal is for a mixed use development to include the potential for a maximum of six (6) residential single family units.

Also on this City Commission agenda is a Small Scale Comprehensive Plan Amendment and a Rezoning Application for this property, with recommendations for approval from the staff and the Planning Commission. Under the conditions of the aforementioned SPUD (Small Planned Unit Development) zoning case, no negative impacts are anticipated on adjacent properties.

The Planning Commission held a public hearing on these requests on February 24, 2022, and recommended approval by a vote of 6-1. City utilities are available in the area.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A small fiscal impact will occur through the annexation of this property in the form of ad valorem taxes. Future development will increase the impact through the collection of impact and utility fees.

Submission Date and Time: 4/20/2022 12:06:02 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 0.59 ACRES; AND BEING GENERALLY LOCATED ON THE WEST SIDE OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN 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 2; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW AX)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LESSBURG, FLORIDA, THAT:

Section 1.

Based upon the application by School View Properties, LLC, (MLJ Trust & Bob Koch, petitioners) the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A)

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 2.

Section 3.

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

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

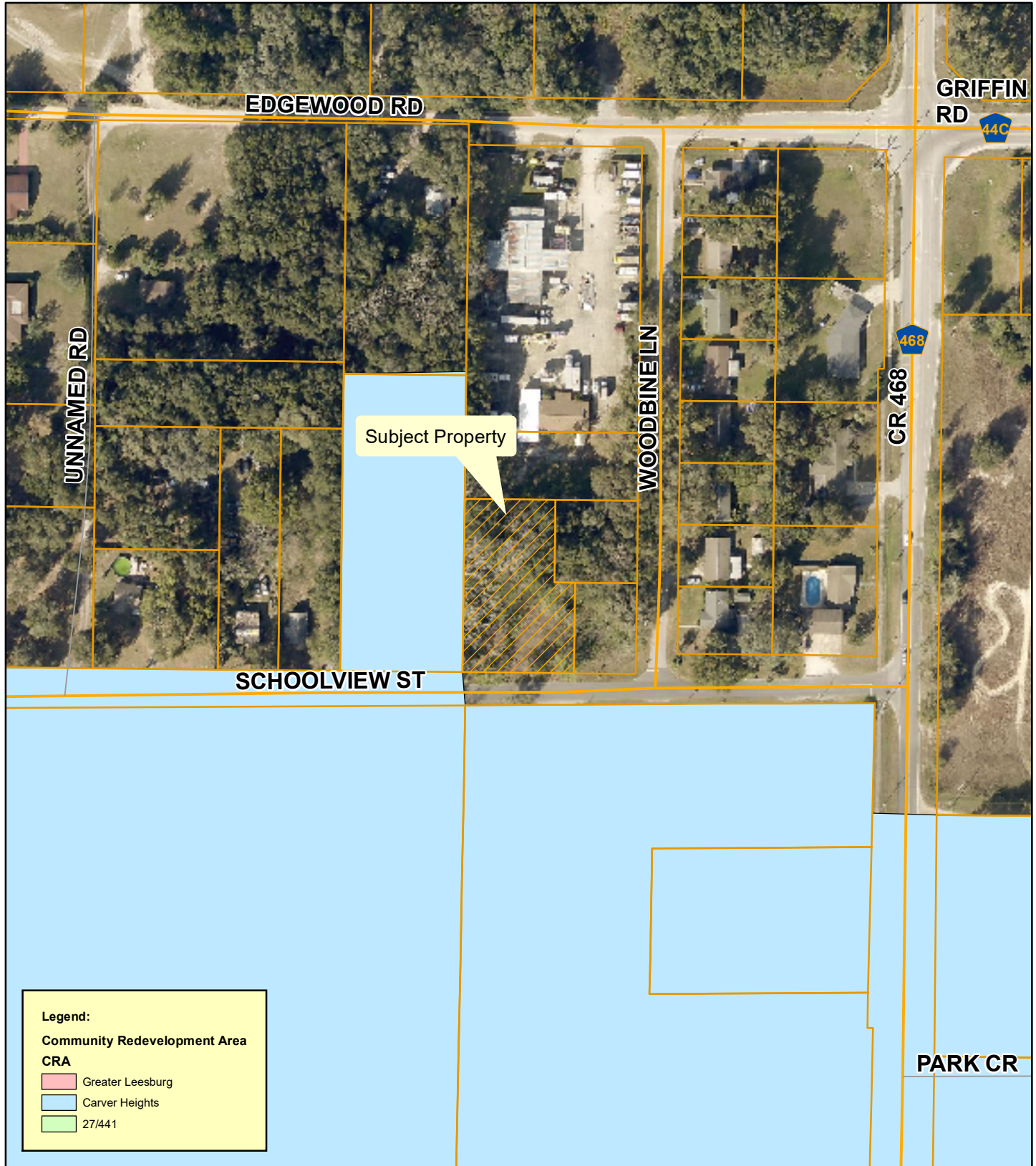
THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

Community Redevelopment Area



Legend:

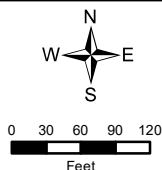
Community Redevelopment Area

CRA

- Greater Leesburg
- Carver Heights
- 27/441

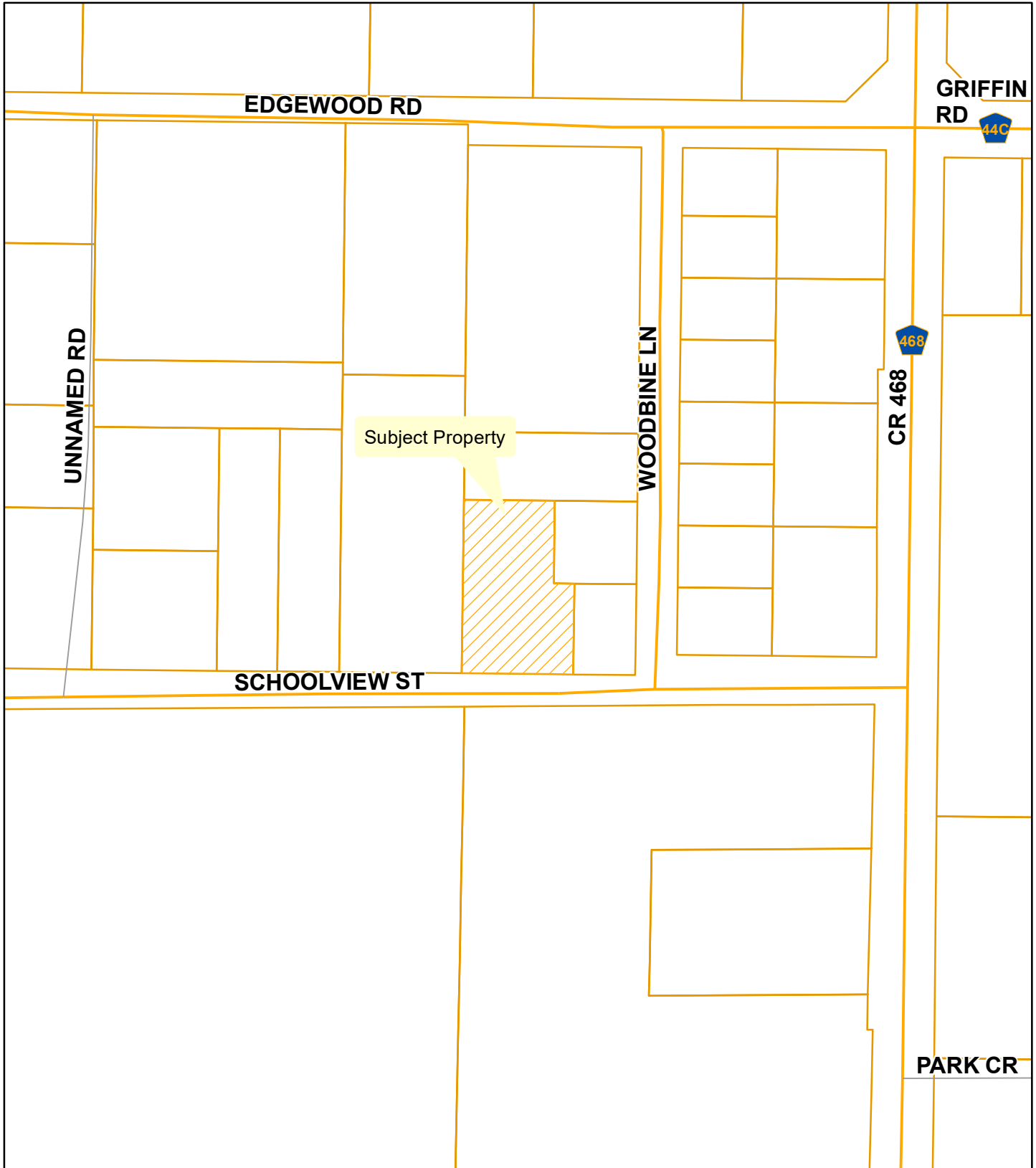


**Planning
& Zoning
Division**

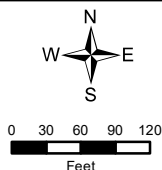


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Locator

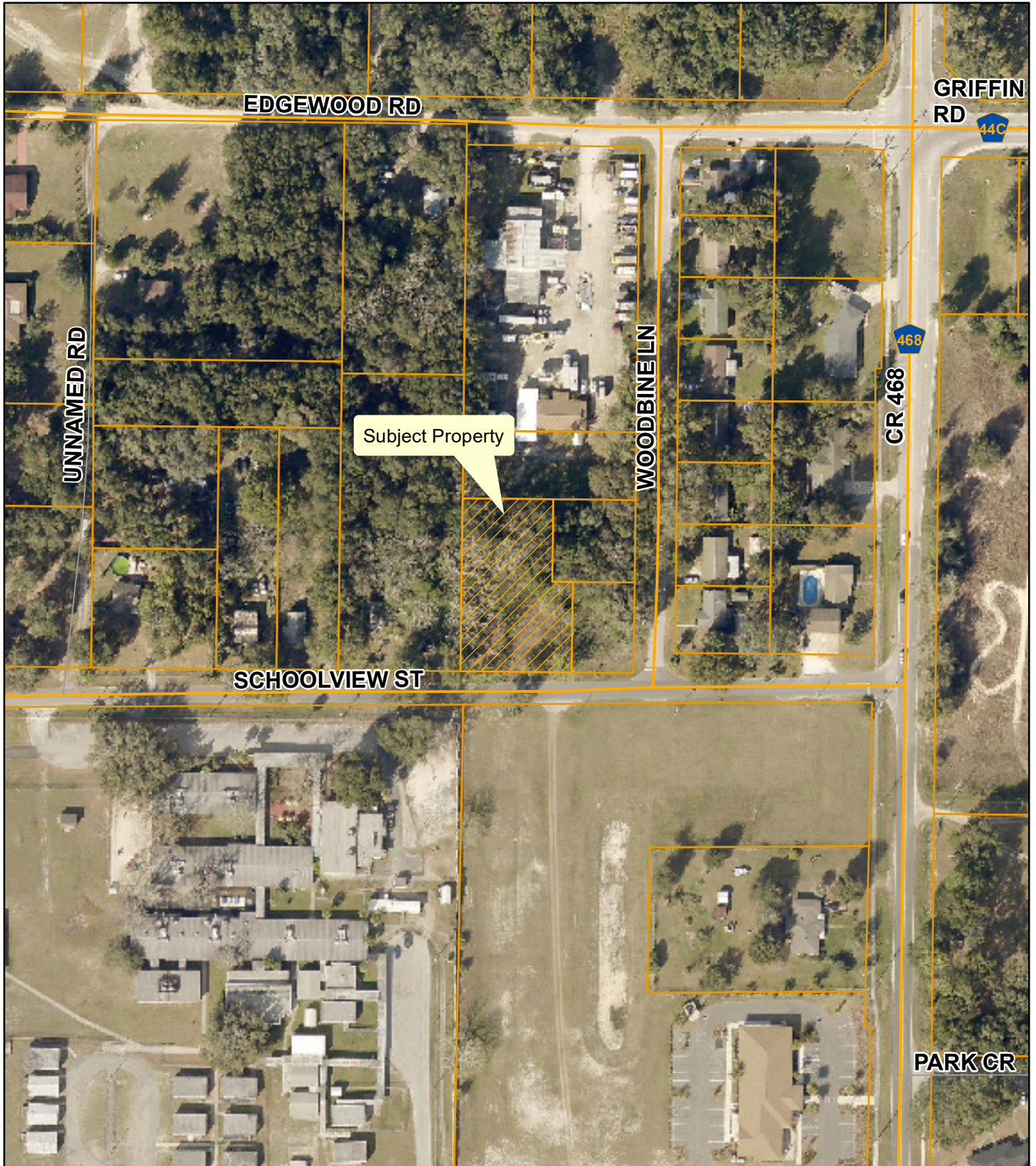


**Planning
& Zoning
Division**

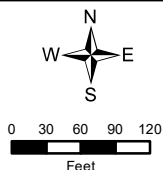


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

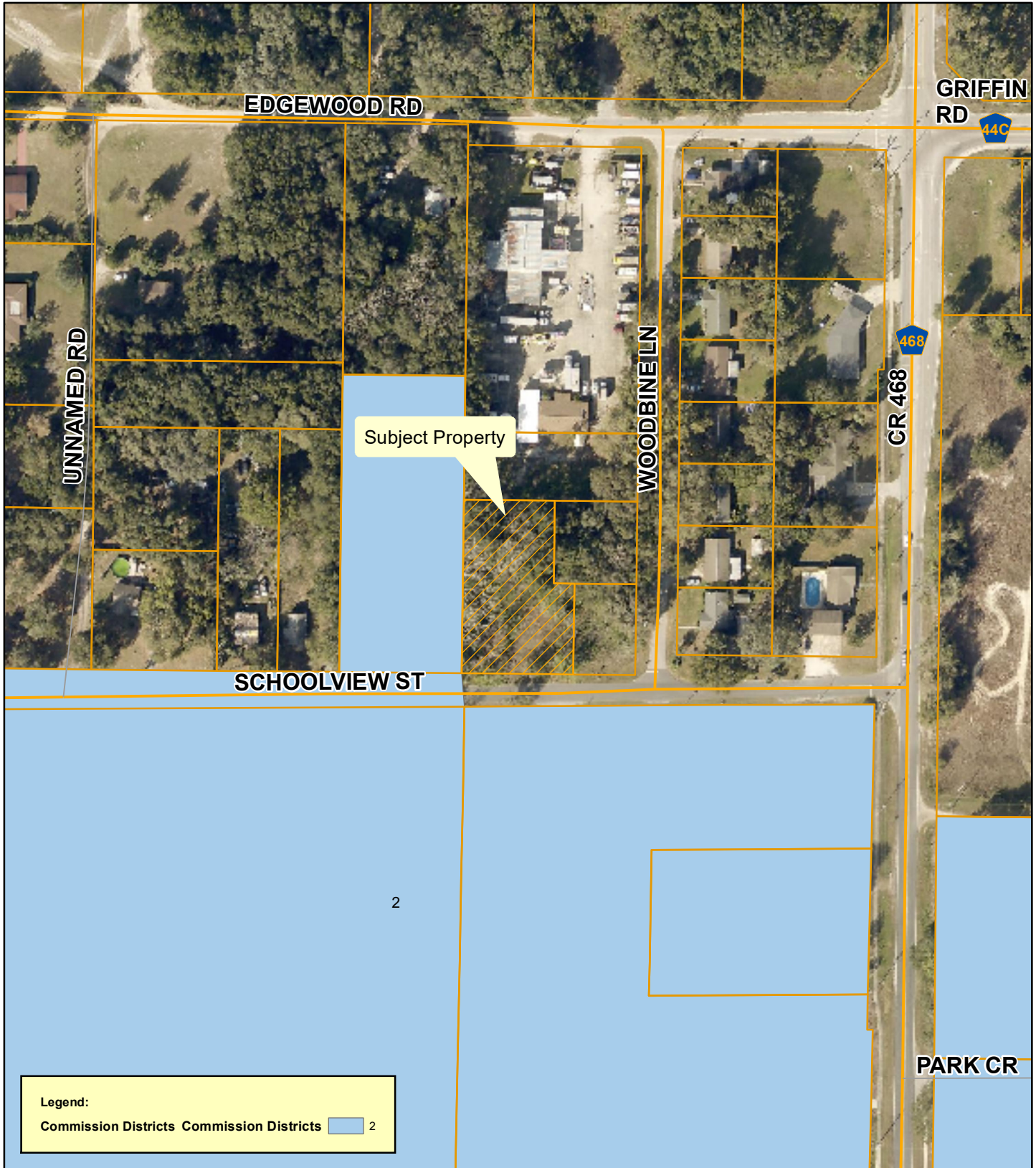


**Planning
& Zoning
Division**

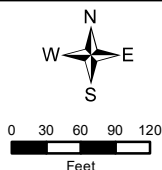


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Commission District



**Planning
& Zoning
Division**



Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: April 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance Amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Designation of certain property containing approximately 0.59 acres, from Lake County Urban Medium Density to City of Leesburg Medium Density Residential for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

Staff Recommendation:

The Planning staff and Planning Commission recommend approval of the proposed small-scale comprehensive plan amendment to the City's adopted Growth Management Plan.

Analysis:

The project site is approximately 0.59 acres. The property is generally located on the west side of County Road 468 and north of Schoolview Street, as seen on the attached maps.

Currently, the property is undeveloped. The proposed use is to construct a small single family residential development. The surrounding Future Land Use Map designation of Lake County Urban Medium Density is compatible with the proposed future land use designation of City Medium Density. The proposed zoning designation of SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate mix of uses for the property.

The Planning Commission held a public hearing on the application on February 24, 2022 and, by a vote of 6 to 1, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small scale comprehensive plan amendment from Lake County Urban Medium Density to City of Leesburg Medium Density, or

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

Fiscal Impact:

No fiscal impact will occur as a result of this action. A small positive fiscal impact is anticipated based on the future development of the subject property.

Submission Date and Time: 4/20/2022 12:06:33 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (SCHOOLVIEW PROPERTIES)

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

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

NOW, THEREFORE,

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

Section 1.

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

The Future Land Use Map is amended by changing the designation of an approximate 0.59 acre parcel of land generally located on the west side of CR 468 and north of Schoolview Street, from Lake County Urban Medium Density to City of Leesburg Medium Density, as shown the attached maps of said area, lying in Section 21, Township 19 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description
(See Exhibit A)

Section 2.

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

Section 3.

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

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg,

Florida, held on the _____ day of _____, 2022.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation to Medium Density Residential to allow for single family residential construction
CASE NO.: SSCP-22-008

THE PLANNING & ZONING DIVISION RECOMMENDS:

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

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Comprehensive Plan Amendments.
2. The proposed request, as conditioned in City of Leesburg case number PUD 22-025, is compatible with the adjacent future land use designations of Lake County Urban High Density, City of Leesburg High Density Residential and City of Leesburg Institutional.
3. The proposed request as conditioned in City of Leesburg Case number PUD 22-025, is compatible with the current surrounding zoning districts of Lake County MP (Planned Industrial District); Lake County RP (Residential Professional), City of Leesburg R-2 (Medium Density Residential) and City of Leesburg P (Public).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small-Scale Comprehensive Plan designation from Lake County Urban High Density to City of Leesburg Medium Density Residential and forward the recommendation to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER

THURSDAY, FEBRUARY 24, 2022 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, February 24th, 2022, at the Venetian Center. Chairman Ted Bowersox called the meeting to order at 4:30p.m. The following Commission members were present:

Ted Bowersox, Chairman
Tim Sennett, Vice-Chair
Frazier J. Marshall
Chris Wood
John O'Kelley
Michael Fitzpatrick
Alfred C. Haliday
Nathaniel Sanders

The following Commission members were absent:

Ze'Shieca Carter

City staff that was present included Dan Miller, Director of Planning & Zoning, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, and Dianne Pacewicz, Planner. Interim City Attorney Loren Vasquez was also present.

The meeting opened with an invocation given by Chairman Ted Bowersox and the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone wishing to speak.

DRAFT SUMMARY MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JANUARY 20TH, 2022.

Commissioner Tim Sennett moved to APPROVE the minutes from the JANUARY 20TH, 2022 meeting. Commissioner Alfred C. Haliday SECONDED the motion, which was PASSED by a vote of 8 to 0.

NEW BUSINESS

- 1) PUBLIC HEARING CASE # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF

3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Dan Miller noted that there were two typos in the PUD document. On page 2, under Development Standards, it states that there are six (6) acres and that should read as 0.6 acres. Also, on page 2, under Development Standards (4 F), there's a requirement for a minimum lot size of 6,000 square feet, which needs to be deleted. This development is going to be owned as a whole, with the houses built individually.

Tim Burns, representing the project, as well as Ken Thomas, Housing and CRA Director, were present to answer any questions.

Commissioner Tim Sennett asked if the units are going to be condominiums. Mr. Miller answered that it is going to be six (6) single-family units at a minimum of 1,100 square feet, with one driveway coming in. They will all be owned as one unit, and sold as one unit.

Chairman Bowersox asked about the 7 units on page 14 of the PUD. Mr. Miller answered that they originally wanted to get in 7 units on this property. It is only going to be 6 units with the 7th location being used for retention, parking, and playground.

Commissioner Haliday asked about the minimum lot size. Mr. Miller answered that there is not a minimum lot size. It is one lot but it will have six (6) homes on it. The potential for platting and rezoning does exist down the road.

Commissioner Holiday asked if they were going to be rental homes and if there is an HOA. Mr. Miller answered that the homes could be sold, and that there is an HOA requirement in the PUD.

Chairman Bowersox asked the applicant if he had anything to add to the discussion. Mr. Burns stated that it was a pleasure to deal with the Planning folks. He gave a brief history as to how they got to this point over the last three years.

Commissioner Sanders asked what the cost of the properties will be, as well as how many bedrooms and baths. Mr. Burns answered that they will be in the low \$200,000, and have 3 bedrooms and 2 baths.

Commissioner O'Kelley asked to clarify if they would be rentals. Mr. Burns said no, to think of them as a detached townhome.

This was the end of the discussion and the voting then took place.

Commissioner Tim Sennett made a motion to APPROVE case # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the amendments of fixing the typo on page two to 0.6 and to delete the requirement for a minimum lot size. Commissioner Nathaniel Carter SECONDED the motion which, PASSED by a vote of 7 to 1 (with the denial by Commissioner Haliday).

2) PUBLIC HEARING CASE # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A

LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 +/- ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022)** (Schoolview Properties)

Dan Miller gave a brief background of this project. The Carver Heights area of Leesburg, like many cities, needs good affordable housing. Staff has been working with the applicants for several months now, with the idea of providing a quality, safe starting point for people. In this case, the project is located across the street from an elementary school, and within easy walking distance of the City's Resource Center and a bus route. For this project, the applicant is requesting a small-scale comprehensive plan amendment from Lake County Urban High Density, at 12 units per acre, to City of Leesburg Medium Density, also 12 units per acre. They are also requesting rezoning from Lake County R-P (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development). The proposals, if approved at City Commission, would allow future development of this 0.6-acre lot to allow six (6) small single-family units ideally located on the north side of Schoolview Street and just west of its intersection with CR 468.

Dan Miller entered the exhibits into record. In order to expedite the meeting, the same exhibits for cases SSCP-22-008 and SPUD-22-025 were entered into the record at the same time. Kandi Harper presented the maps and photo exhibits, which included the aerial, zoning, future and surrounding land use, wetlands/flood zone and CRA maps. Other exhibit items included the staff summary, departmental review summary, and staff recommendations.

There were no substantive comments received from the departments, and there were no public responses received for either approval or disapproval.

The Planning & Zoning staff recommended approval of the request for the SMALL-SCALE COMPREHENSIVE PLAN AMENDEMENT for the following reasons:

1. The proposed request is compatible with the current surrounding Future Land Use categories of Lake County Urban High Density, and with City of Leesburg Future Land Use categories of Institutional and High Density.
2. The proposed request will allow for single family residential development near a public elementary school with access to public transportation routes, and in close proximity to the City of Leesburg Resource Center.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Urban High Density to City of Leesburg Medium Density and forward to the City Commission for consideration.

The Planning & Zoning staff recommended approval of the request for the SMALL PLANNED UNIT DEVELOPMENT for the following reasons:

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), and MP (Planned Industrial District); and with City of Leesburg P (Public), and R-2 (Medium Density Residential).
2. The proposed request will allow for single family residential development near a public elementary school, access to public transportation routes, and is in close proximity to the City of Leesburg Resource Center.

PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022) (Schoolview Properties)

Commissioner O'Kelley made a motion to APPROVE case # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT. Commissioner Sanders SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 1 (with the denial by Commissioner Haliday).

DISCUSSION ITEM

Dan Miller spoke about the growth in Leesburg, stating that staff has been working on a map with upcoming and potential development that gives a good indication as to what is going on in the City. The population as of April 1, 2021 was about 27,000. Leesburg has the potential to add 50-60k people in the next ten to fifteen years.

Commissioner Haliday asked what the impact will be with DOT and 27. Mr. Miller answered that any project that is along a state road goes through DOT. Any larger projects (50 acres or above) have to go through the state. For any project, there is constant coordination with Lake County Public Works and Lake County School Board. Mr. Miller said that the Planning Commission has very influential voice with all that is happening, and staff wants to make sure that they are aware as to what the City Commission is talking about.

Mr. Miller stated that there are two items that have come up at City Commission.

1. Dark sky lighting – this is a principle of making sure that the lighting on a development stays as much as possible on that development property, and that it's not over lit so there is not abundant light pollution. Staff is starting to include dark sky lighting standards in some PUD Conditions, and what is acceptable and what is not acceptable. It can be affectively done without a lot of cost.
2. Lot size – This Commission has been expressing frustrating with the number of 40- and 50-foot lots. What does the City want to look like? We definitely need some smaller lots to allow for a price point because we need young families and they can't afford a \$350k house. We also have a need for those that want a larger lot. We have to find out what our citizens want, and we do that partially through the Planning Commission and partially through the City Commission.

Chairman Bowersox suggested having 40' lots on pie-shaped lots with the bigger back yards. Commissioner Sennett said that the size of the lot should depend on the design of the development.

Commissioner Haliday brought up working with DOT on the flow and synchronization of the traffic lights. Mr. Miller said that it comes down to the design and coordination with DOT.

Commissioner O'Kelley asked if the City Commission is pretty much in line with what Planning Commission recommends to them. Mr. Miller answered that generally they are, but occasionally there may be one that is different.

ANNOUNCEMENTS

The meeting adjourned at 5:33 p.m.


Ted Bowersox, Chairperson


Dianne Pacewicz, Planner

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

DATE: February 3, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/18/22

FIRE

No comments received as of 2/18/22

ELECTRIC

Electric has no objections. Easements will be required on the property to install new electric facilities. Steve Davis 2/3/22

GAS

No comments received as of 2/18/22

GIS

GIS has no comments. Tammy Magamoll 2/16/22

BUILDING

No comments received as of 2/18/22

PUBLIC WORKS

No comments received as of 2/18/22

ADDRESSING

No comments received as of 2/18/22

HOUSING & REDEVELOPMENT

No comments received as of 2/18/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/18/22

EXTERNAL EMAIL - USE CAUTION

Kandi:

The project consists of 6 dwelling units – please be advised that project of more than 4 units are subject to school concurrency review.

Please refer the applicant to me for more information on the process, as it may not require a full concurrency review.

Thanks,

Helen LaValley

Lake County Schools

352-253-6694



PUBLIC RESPONSES

Approval

none

Disapproval

none

No comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

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

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

GENERAL LOCATION: The property is generally located west of CR-468 and north of Schoolview Street.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Institutional
East – Lake County Urban High Density
West – High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg Medium Density Residential

EXISTING ZONING DESIGNATION:
Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County MP (Planned Industrial District); Lake County RP (Residential Professional)
South – P (Public)
East – Lake County RP (Residential Professional)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Service Shop
South – Leesburg Community Center; School
East – Residential (Vacant)
West – Residential (Vacant)

PROPOSED LAND USE: Single Family Residential development



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: April 25, 2022

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 0.59 +/- acres from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) to allow for residential development for a property generally located west of County Road 468 and north of Schoolview Street, as legally described in Section 21, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Schoolview Properties)

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning on the subject property from Lake County RP (Residential Professional) to City SPUD (Small Planned Unit Development).

Analysis:

The project site is approximately 0.59+/- acres. The property is generally located on the west side of County Road 468 and north of Schoolview Street, as shown on the attached General Location Map. The present zoning for this property is Lake County R-P (Residential-Professional). The current use of the property is a vacant lot. The proposed use is for a small single family residential development. The proposed use is compatible with the surrounding zoning designations.

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area. The proposed zoning will provide a good location for a small development, as it is near a bus route, the Leesburg Resource Center, and Rimes Early Learning Center. This request does not appear to create a detriment to the surrounding properties.

The existing land uses surrounding the property are industrial to the north, with undeveloped property to the south, east and west. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on February 24, 2022 and by a vote of 6 to 1, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from Lake County RP (Residential-Professional) to City (Small Planned Unit Development), thereby allowing consistent zoning and development standards for this property; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A small positive fiscal impact is anticipated as a result of the future development of this property.

Submission Date and Time: 4/20/2022 12:07:18 PM

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING
APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP
(RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL
PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL
DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF
COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY
DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.
(SCHOOLVIEW PROPERTIES)**

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

Section 1.

Based upon the application by School View Properties, LLC, (MLJ Trust & Bob Koch, petitioners) the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County RP (Residential Professional) to City SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

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

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk

SCHOOLVIEW PROPERTIES, LLC
SPUD (SMALL PLANNED UNIT DEVELOPMENT CONDITIONS)
February 24, 2022

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to **Schoolview Properties, LLC, 2555 Temple Trail, Winter Park Florida, 32789 (MLJ Land Trust, 2555 Temple Trail, Winter Park Florida, 32789- Fernando Jones, Agent)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 “Zoning”, Section 25-278 “Planned Unit Development” of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a SPUD (Small Planned Unit Development) zoning district to allow future construction of a proposed residential development consisting of a maximum of six (6) single family residential units on approximately 0.6 acres, generally located west of County Road 468 and north of Schoolview Street, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information.

PURPOSE

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

CONDITIONS

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

1. **PERMISSION** is hereby granted to **Schoolview Properties, LLC, 2555 Temple Trail, Winter Park Florida, 32789 (MLJ Land Trust, 2555 Temple Trail, Winter Park Florida, 32789- Fernando Jones, Agent)** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.
2. **LEGAL DESCRIPTION**
See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 0.6 acres, shall be used for single-family residential development, pursuant to City of Leesburg development codes and standards.

- A. Permitted Uses
 - 1. Detached single family residential units
 - 2. Accessory structures for residential uses
 - 3. Sales office in a single-family unit
 - 4. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.
- B. Prohibited Uses
 - 1. Townhouses
 - 2. Multi-family units (Apartments)
 - 3. Commercial uses
 - 4. All other uses not specifically permitted within these conditions under Permitted Uses above shall be prohibited.
- C. One carport/garage structure, which contains at least one parking space for each residential structure shall be constructed on the property.
- D. In addition to the carport/garage, each residential unit shall have access to one parking space per unit

4. DEVELOPMENT STANDARDS

- A. The project shall allow a maximum of six (6) single family residential units, on a 0.6 +/- acre site, as shown on **Exhibit D, Conceptual Development Plan**.
- B. The project shall contain one (1) carport/garage structure, holding at least one parking space for each residential structure.
- C. In addition to the carport/garage noted above, each residential unit shall have access to one parking space per unit
- D. The design of this subdivision shall allow for a minimum of 10 feet between each residential unit.
- E. The maximum impervious surface for the project shall be 70%.
- F. The minimum lot development standards shall be:
 - 1. For all residential development:
 - a. Minimum house size: 1,100 square feet.
 - b. Each additional bedroom above the minimum house size shall be a minimum of 120 square feet.
 - c. Setbacks: (Setbacks for structures adjacent to Schoolview Street shall be measured from the Schoolview Street right of way, all other setbacks shall be measured from either the edge of the pavement of the interior roadway, or property line as applicable.

- d. Minimum building setbacks:
 - Front – 20 feet;
 - Porch – 15 feet (porch must be a minimum width of 5 feet).
 - Rear – 15 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
- 2. For all structures:
 - a. Minimum distance between structures shall be ten (10) feet; measured from building wall to building wall, and the roof overhang shall not exceed thirty (30) percent of the distance between the building wall and the property line.
 - b. Maximum building height: two (2) stories or 35 feet.
 - c. Accessory structures shall have a minimum rear and side setback of 5 feet and single accessory structures that are not attached to the principal structure shall not occupy more than 30 percent of the required rear yard.
 - d. Attached screened enclosures (no solid roof) must maintain a minimum setback of five (5) feet from the side and rear property line.
 - e. Solid roof structures attached to the residence must meet the required rear setback as noted under “Minimum building setbacks.”
 - f. As part of the site plan approval process, city staff shall review final site design standards in accordance with the approved SPUD (Small Planned Unit Development) zoning conditions set forth herein.

5. **DESIGN/ARCHITECTURAL STANDARDS**

- A. Each residential structure shall have a covered porch entry of at least five (5) feet in width, and each structure shall utilize metal roofing material.
- B. In addition, each residential structure shall utilize at least two (2) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.
 - 1. Front windows with arched glass tops and minimum 4-inch trim.
 - 2. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
 - 3. Dormers
 - 4. Shutters
 - 5. Gables
 - 6. Recessed or raised entries
 - 7. Cupolas
 - 8. Pillars or decorative posts
 - 9. Bay window (minimum 12-inch projections)
 - 10. Eaves (minimum 6-inch projections)
 - 11. Stone accents
 - 12. Board and batten siding
 - 13. Hardy board siding
 - 14. Raised banding
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a

comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.
 4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Director or designee for compliance prior at time of site plan review.
- D. Other design variations meeting the overall intent of this section may be approved by the Planning and Zoning Director or designee.
- E. The architectural styles and facades shown in **(Exhibit F)** herein are considered to meet the requirements of this section.
- F. The Permittee shall utilize “Dark Sky” lighting principles **(Exhibit G)** when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties.

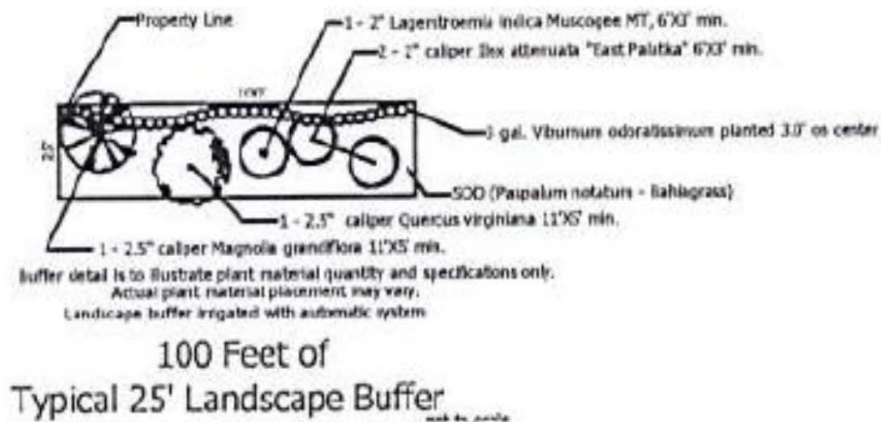
6. LANDSCAPING & BUFFER REQUIREMENTS:

- A. A minimum fifteen (15) foot buffer tract with plantings as shown in Figure A below, shall be provided along Schoolview Street. This landscape buffer shall be a common area to be maintained by an entity such as a Property Owners or Homeowners Association.
- B. Each single-family residential unit shall contain a minimum of one canopy or understory tree, located within in the front yard, and selected from the list of trees within the City of Leesburg Code of Ordinances, *Section 25-328 Table 1, Canopy Trees and Understory (Ornamental) Trees*. All other requirements for tree planting based on lot size shall remain in effect.
- C. A spilt-rail fence, of either wood or vinyl/synthetic construction, shall be installed around the entire perimeter of the property. This fence shall be installed at a minimum height of four (4) feet. Said fence shall be maintained by the Property Owners or Homeowners Association. A solid six-foot fence of PVC or other synthetic material, shall be allowed as an option to the split-rail fence.
- D. All landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

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

Figure B



- E. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- F. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
 2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
 3. The tree survey shall be completed by a licensed surveyor or arborist.

7. SITE ACCESS AND SIGNAGE

- A. The main vehicular access to the project site shall have at least one access point on Schoolview Street, as prescribed by Lake County Public Works, and shown on the Master Development Plan on Exhibit C, as amended. All access points are conceptual and subject to Lake County approval. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.
 - 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be approved by Lake County Public Works.
 - 2. Prior to completion of the site plan, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 - 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- B. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. The developer shall be responsible for all on and offsite improvements required as a result of any access points.
- C. The required access point shall provide a decorative entry feature to include a concrete, brick or stucco wall at least five (5) feet in height, on each side of the entryway. This may be used for signage per City of Leesburg Code of Ordinances, as amended.
- D. Alternative designs for access point signage may be approved by the Planning and Zoning Director or designee, where the architectural style would be in keeping with the intent of these sign regulations.

8. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study, from shall be submitted for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee. Approval of a Request for Exemption provided procedures outlined by the Lake Sumter MPO shall be accepted in lieu of a full traffic study.

- C. The Permittee shall provide necessary traffic improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All roads and or driveways within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. All roads within the development shall be constructed to meet the City of Leesburg's standards, **ARTICLE VII – TECHNICAL STANDARDS**, as amended.
 - 1. Should the Permittee (or designee) desire to dedicate the proposed project's internal road system to the City of Leesburg; the Permittee shall demonstrate to the satisfaction of the City of Leesburg that the road system is in suitable condition and meets all City road design requirements.
 - 2. Should the Permittee (or designee) choose to retain the roadways, the Permittee shall establish an appropriate legal entity that shall accept responsibility to pay the cost and perform all services required to maintain the roads and transportation improvements to City of Leesburg codes and standards, as amended. A Homeowners or Property Owners Association, or other such legal entity will be considered acceptable.
- G. Sidewalks shall be provided along Schoolview Lane adjacent to the development. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

9. UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- B. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
- C. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development as required by the City of Leesburg Code of Ordinances as amended.
- D. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines

and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

10. STORMWATER/DRAINAGE MANAGEMENT

All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
- D. The existing 100-year flood plain on the property shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - 1. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - 2. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

11. WETLANDS, FLOOD ZONES & WILDLIFE

- A. Should wetlands exist on the project site, such areas shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of fifty (50) feet from any wetland jurisdiction boundary.
- D. Wetlands shall have an average upland buffer of twenty-five (25) feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

12. IRRIGATION & WATER USEAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of items such as a children's playground, BBQ grilles, benches, a gazebo or other recreational uses.

14. MAINTENANCE

- A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A homeowner's association shall serve as an appropriate entity for all common properties within the development.

15. DEVELOPMENT PHASING & IMPLEMENTATION

- A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence one-hundred twenty (120) months after approval of this Planned Development. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the SPUD approval or rezone the property to another appropriate zoning classification.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in these PUD Conditions of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

17. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- i. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

- C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

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

E. Ability to Provide Services

- 1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- 2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B

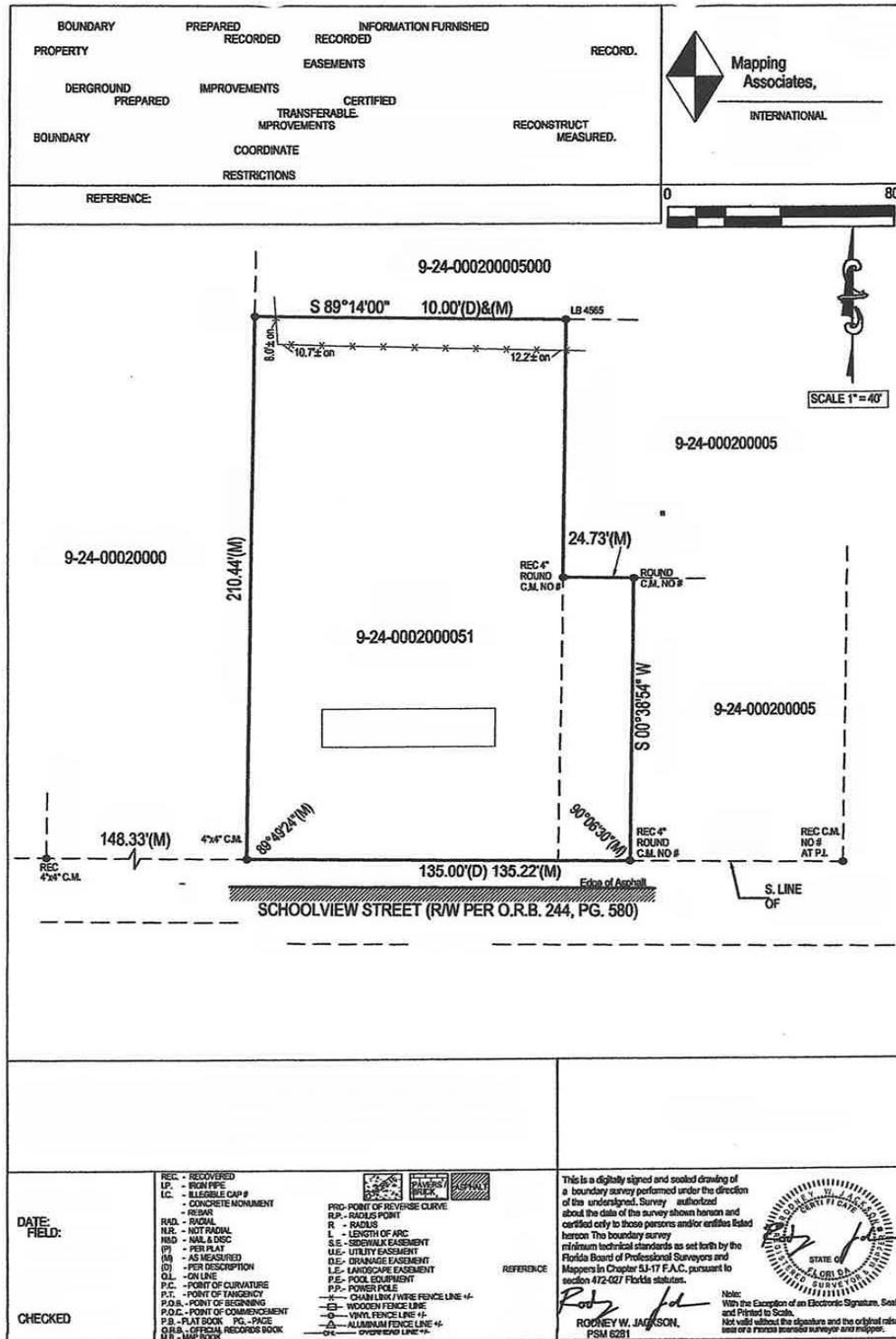
2129 School View Street

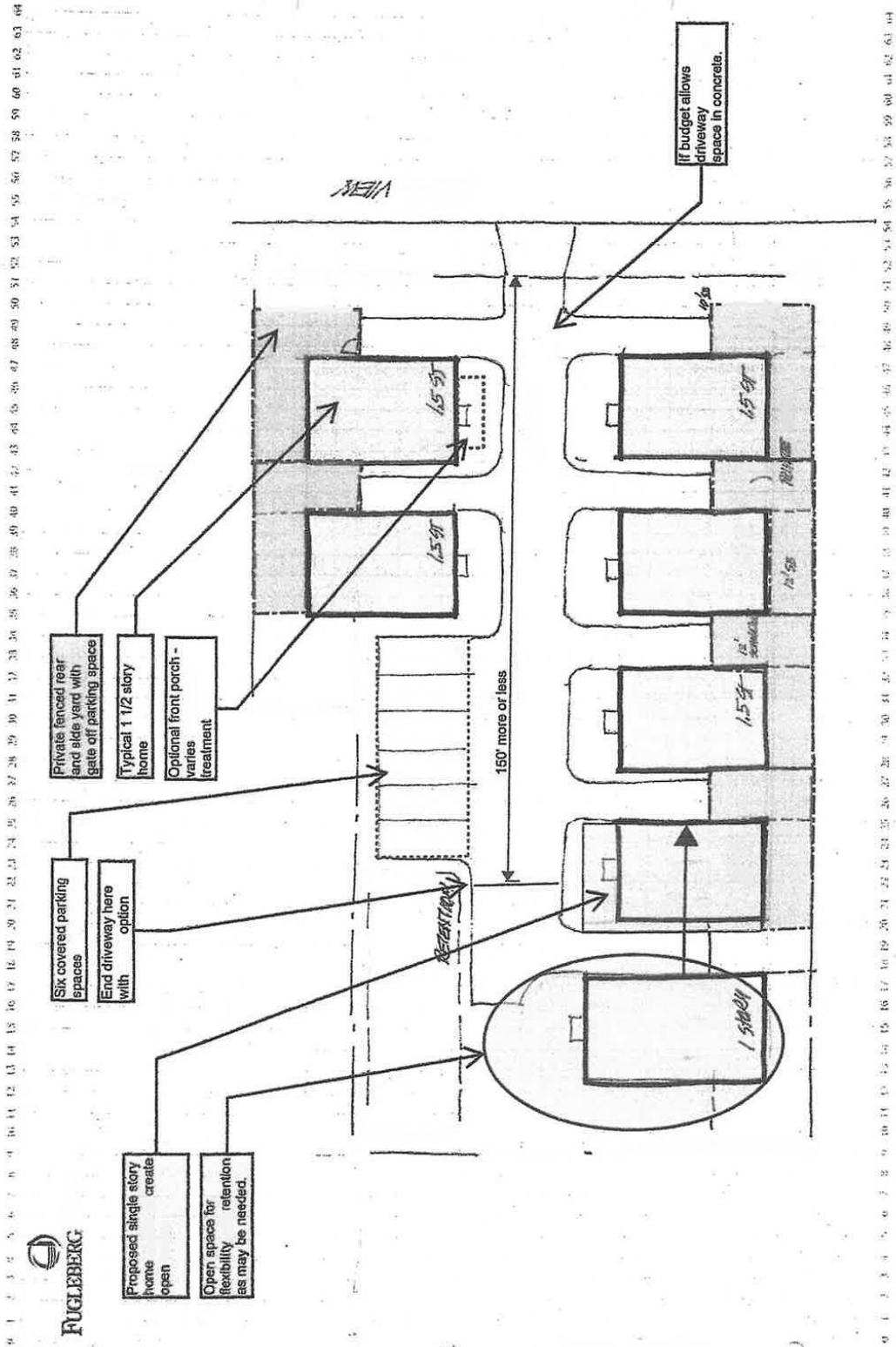
LEGAL DESCRIPTION

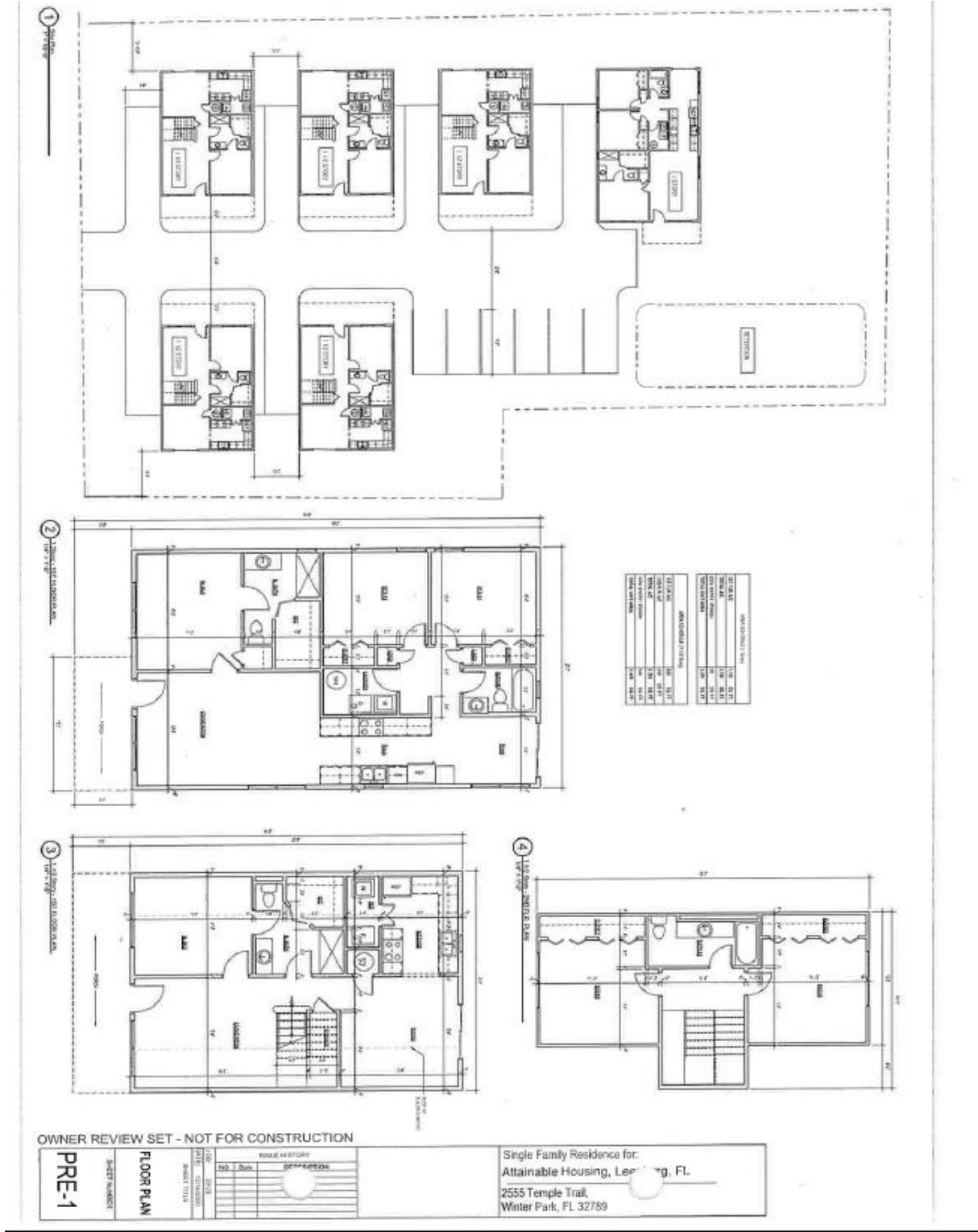
School View Properties. LLC

The West 110 feet of East 210 feet of South 210 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4; AND the West 25 feet of the East 100 feet of the South 110 feet of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 19 South, Range 24 East, Lake County, Florida.

Parcel Identification Number: 21-19-24-000200005100









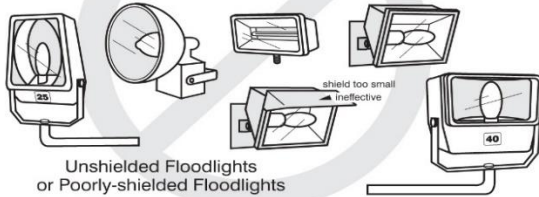


ELEVATION OPTION B

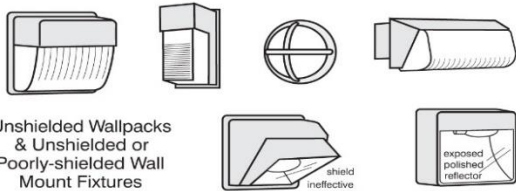
Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

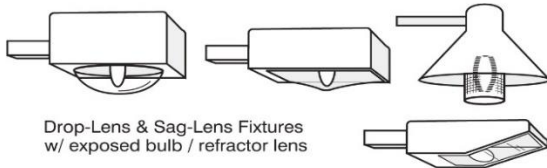
Fixtures that produce glare and light trespass



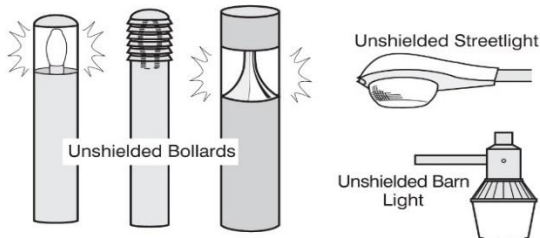
Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



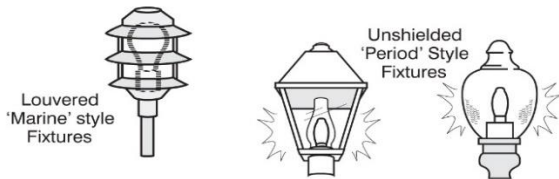
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens



Unshielded Bollards

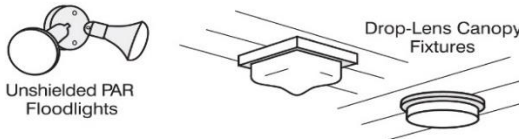
Unshielded Streetlight

Unshielded Barn Light



Louvered 'Marine' style Fixtures

Unshielded 'Period' Style Fixtures

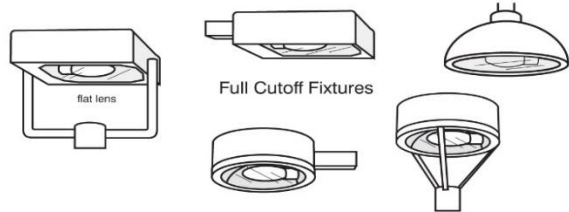


Unshielded PAR Floodlights

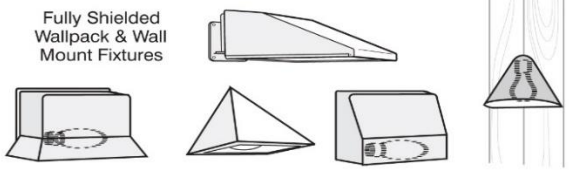
Drop-Lens Canopy Fixtures

Acceptable

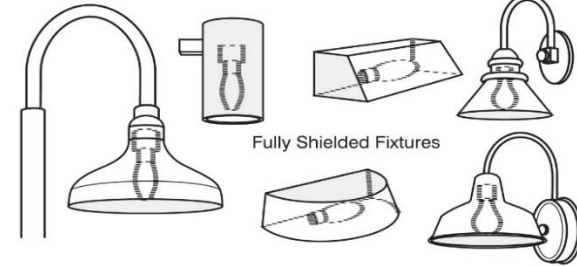
Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Full Cutoff Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



Fully Shielded Fixtures

Full Cutoff Streetlight

Fully Shielded Barn Light

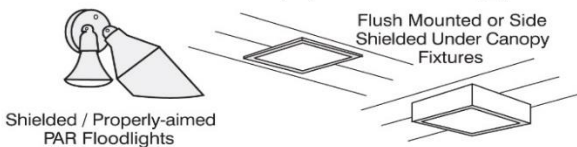
Fully Shielded Walkway Bollards



Fully Shielded Decorative Fixtures
bulb shielded in opaque top



Fully Shielded 'Period' Style Fixtures
bulb shielded in opaque top



Shielded / Properly-aimed PAR Floodlights

Flush Mounted or Side Shielded Under Canopy Fixtures

Illustrations by Bob Crelin© 2005. Rendered for the Town of Southampton, NY. Used with permission.

**SCHOOLVIEW COTTAGES
AFFORDABLE HOUSING DEVELOPMENT
PROJECT NARRATIVE**

INTRODUCTION:

As with all markets, affordable single family housing “for sale” is the most in demand and the least served proportionate that demand. New but basic starter homes suitable for a family of four (or more) are not offered in the price range the lower incomes can support without subsidy. The majority of major home builders preserve their talents and resources to the primary markets where price is less a buyer’s personal challenge.

To serve this objective, MLJ Trust has sought to identify small overlooked but suitable sites in terms of locational convenience, infrastructure, and entitlements supportive of the Trust’s mission. The subject property is an example of such a parcel.

This proposed project is intended to serve as a “beta test” for an approach that marries concerns of site selection, smart construction, distinctive physical character, and financial arrangement that invite individual home ownership with minimal public support.

SITE STRATEGY:

Land, along with public extractions such as impact fees, connection fees, permitting and entitlement fees have escalated in cost over the past decade even faster than the material and labor costs for the dwellings themselves. To that end the mechanism for offsetting some of the land burden is to seek parcels that allow “Clustering” such that within a given frontage and acreage, more dwellings can be served with smaller assigned land areas individually, while still providing some outdoor private and communal areas for the cluster to enjoy.

This clustering, by way of the smaller pad size and the limited road frontage it requires, can increase land yields from a conventional approach of 4 units per acre maximum in most jurisdictions to 8 units per acre without resorting to connected dwellings within a single larger structure.

Thus, a detached dwelling, sitting upon a small pad site with sufficient outdoor private area as might be found in a townhouse designs at the residents exclusive use. Concurrently, the total site allows for common drive, open space and parking to shoulder the needs of community space for residents to share.

BUILDING STRATEGY:

Construction cost efficiency is tied to simple designs. Historic designs from our nation's history represent smart solutions that have served the test of time successfully. They are often characterized by:

- Square or rectangular structures with modest elective appointments such as porches, stoops or shattered parking accessories.
- Clean lines and efficient use of materials that leave the scrap material pile smaller than conventional product.
- Exterior envelopes that invite living in attic volumes that add floor levels without increasing exterior wall areas proportionately.
- Mass produced building components that promote low maintenance, operating efficiency and cosmetic appeal.
- Variation in appearance that elevate the singular nature of each dwelling in pursuit of a village feel and not a mass produced project identity.
- Assembly techniques that allow a range of manufactured approaches where conditions warrant and utilize local trade capabilities found in the area workforce.

FINANCIAL ASSISTANCE OPPORTUNITIES:

Land for this venture comes to this transaction at a value below market value in part as a gift reflecting the discount from appraisal. This lower land cost extends to the purchase price as a pricing advantage for the total community.

Tax exemption on behalf of the sponsor (Trust) allows for materials to be "tax free", saving a measured percentage of the material budget that also flows through the buyer.

When public or private support is advanced to a project, whether by favorable terms or by discounts in price/materials, the amount advanced where possible is booked as a contributed equity on behalf of the buyer and not as a part of the capital required for the development by the developer under conventional processes. This equity equivalent allows for the closing to reflect the fair market value of the home while only obligating the buyer to bring residual equity (if any) and credit capacity to the closing. Upon closing with the fair market value

preserved the equity contributed becomes part of the Owner's net worth and allows for more favorable debt terms with the evidence of market value exceeding the debt needs by a greater amount than when funded conventionally.

Lot costs in most cases represents at least 25% of the total home purchase price. The unified approach to the site organization encourages the land to be owned by the Trust and leased per pad site to the Owner, lowering the purchase price, and allowing favorable lease terms to both reduce the mortgage payment even when the lease is added to the monthly expense. This process also allows the lease payments to fund the common area maintenance (front yards, and all common open area) assuring a uniform care and oversight to the development and stabilized value for the community/land component of the home value.

While each pad is leased it does not affect the fee interest in the dwelling, its ability to be homestead, or its property tax liability should one occur.

Through local public agency support, credit and home ownership counseling and education are offered as a qualifying requirement for ownership insuring both purchase and ongoing awareness of both benefits and obligations are fully understood by each purchaser.

SUMMARY;

Beyond the philanthropic actions of the Trust and its experienced sponsors, the valued discounts eligible to a non-profit enterprise, the incentives from public funding or discounted extractions from agency providers, and the additional gifts to buyers through the financial structure of the development, the resident themselves must demonstrate the need and the capacity to maintain their interests with responsible stewardship.

This project is intended as a development prototype that with initial success can readily be duplicated using the formulations initially proposed and any other measure that effects home ownership for those pursuing the American Dream.



ELEVATION OPTION A



ELEVATION OPTION B



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER

THURSDAY, FEBRUARY 24, 2022 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, February 24th, 2022, at the Venetian Center. Chairman Ted Bowersox called the meeting to order at 4:30p.m. The following Commission members were present:

Ted Bowersox, Chairman
Tim Sennett, Vice-Chair
Frazier J. Marshall
Chris Wood
John O'Kelley
Michael Fitzpatrick
Alfred C. Haliday
Nathaniel Sanders

The following Commission members were absent:

Ze'Shieca Carter

City staff that was present included Dan Miller, Director of Planning & Zoning, Kandi Harper, Senior Planner, Christine Rock, Senior Planner, and Dianne Pacewicz, Planner. Interim City Attorney Loren Vasquez was also present.

The meeting opened with an invocation given by Chairman Ted Bowersox and the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone wishing to speak.

DRAFT SUMMARY MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR JANUARY 20TH, 2022.

Commissioner Tim Sennett moved to APPROVE the minutes from the JANUARY 20TH, 2022 meeting. Commissioner Alfred C. Haliday SECONDED the motion, which was PASSED by a vote of 8 to 0.

NEW BUSINESS

- 1) **PUBLIC HEARING CASE # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF

3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County RP (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development) and forward the recommendation to the City Commission for consideration.

Dan Miller noted that there were two typos in the PUD document. On page 2, under Development Standards, it states that there are six (6) acres and that should read as 0.6 acres. Also, on page 2, under Development Standards (4 F), there's a requirement for a minimum lot size of 6,000 square feet, which needs to be deleted. This development is going to be owned as a whole, with the houses built individually.

Tim Burns, representing the project, as well as Ken Thomas, Housing and CRA Director, were present to answer any questions.

Commissioner Tim Sennett asked if the units are going to be condominiums. Mr. Miller answered that it is going to be six (6) single-family units at a minimum of 1,100 square feet, with one driveway coming in. They will all be owned as one unit, and sold as one unit.

Chairman Bowersox asked about the 7 units on page 14 of the PUD. Mr. Miller answered that they originally wanted to get in 7 units on this property. It is only going to be 6 units with the 7th location being used for retention, parking, and playground.

Commissioner Haliday asked about the minimum lot size. Mr. Miller answered that there is not a minimum lot size. It is one lot but it will have six (6) homes on it. The potential for platting and rezoning does exist down the road.

Commissioner Holiday asked if they were going to be rental homes and if there is an HOA. Mr. Miller answered that the homes could be sold, and that there is an HOA requirement in the PUD.

Chairman Bowersox asked the applicant if he had anything to add to the discussion. Mr. Burns stated that it was a pleasure to deal with the Planning folks. He gave a brief history as to how they got to this point over the last three years.

Commissioner Sanders asked what the cost of the properties will be, as well as how many bedrooms and baths. Mr. Burns answered that they will be in the low \$200,000, and have 3 bedrooms and 2 baths.

Commissioner O'Kelley asked to clarify if they would be rentals. Mr. Burns said no, to think of them as a detached townhome.

This was the end of the discussion and the voting then took place.

Commissioner Tim Sennett made a motion to APPROVE case # SSCP-22-008 – SCHOOLVIEW PROPERTIES, LLC – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT with the amendments of fixing the typo on page two to 0.6 and to delete the requirement for a minimum lot size. Commissioner Nathaniel Carter SECONDED the motion which, PASSED by a vote of 7 to 1 (with the denial by Commissioner Haliday).

2) PUBLIC HEARING CASE # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.59 +/- ACRES FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR RESIDENTIAL DEVELOPMENT FOR A

LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 0.59 +/- ACRES, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022)** (Schoolview Properties)

Dan Miller gave a brief background of this project. The Carver Heights area of Leesburg, like many cities, needs good affordable housing. Staff has been working with the applicants for several months now, with the idea of providing a quality, safe starting point for people. In this case, the project is located across the street from an elementary school, and within easy walking distance of the City's Resource Center and a bus route. For this project, the applicant is requesting a small-scale comprehensive plan amendment from Lake County Urban High Density, at 12 units per acre, to City of Leesburg Medium Density, also 12 units per acre. They are also requesting rezoning from Lake County R-P (Residential Professional) to City of Leesburg SPUD (Small Planned Unit Development). The proposals, if approved at City Commission, would allow future development of this 0.6-acre lot to allow six (6) small single-family units ideally located on the north side of Schoolview Street and just west of its intersection with CR 468.

Dan Miller entered the exhibits into record. In order to expedite the meeting, the same exhibits for cases SSCP-22-008 and SPUD-22-025 were entered into the record at the same time. Kandi Harper presented the maps and photo exhibits, which included the aerial, zoning, future and surrounding land use, wetlands/flood zone and CRA maps. Other exhibit items included the staff summary, departmental review summary, and staff recommendations.

There were no substantive comments received from the departments, and there were no public responses received for either approval or disapproval.

The Planning & Zoning staff recommended approval of the request for the SMALL-SCALE COMPREHENSIVE PLAN AMENDEMENT for the following reasons:

1. The proposed request is compatible with the current surrounding Future Land Use categories of Lake County Urban High Density, and with City of Leesburg Future Land Use categories of Institutional and High Density.
2. The proposed request will allow for single family residential development near a public elementary school with access to public transportation routes, and in close proximity to the City of Leesburg Resource Center.
3. The proposed request does not appear to create a detriment to surrounding properties.

Action Requested:

1. Vote to approve staff's recommendation to rezone the subject property from Lake County Urban High Density to City of Leesburg Medium Density and forward to the City Commission for consideration.

The Planning & Zoning staff recommended approval of the request for the SMALL PLANNED UNIT DEVELOPMENT for the following reasons:

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County RP (Residential Professional), and MP (Planned Industrial District); and with City of Leesburg P (Public), and R-2 (Medium Density Residential).
2. The proposed request will allow for single family residential development near a public elementary school, access to public transportation routes, and is in close proximity to the City of Leesburg Resource Center.

PROPERTY GENERALLY LOCATED WEST OF COUNTY ROAD 468 AND NORTH OF SCHOOLVIEW STREET, AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 11, 2022 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, MAY 23, 2022) (Schoolview Properties)

Commissioner O'Kelley made a motion to APPROVE case # SPUD-22-025 – SCHOOLVIEW PROPERTIES, LLC – SMALL PLANNED UNIT DEVELOPMENT. Commissioner Sanders SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 1 (with the denial by Commissioner Haliday).

DISCUSSION ITEM

Dan Miller spoke about the growth in Leesburg, stating that staff has been working on a map with upcoming and potential development that gives a good indication as to what is going on in the City. The population as of April 1, 2021 was about 27,000. Leesburg has the potential to add 50-60k people in the next ten to fifteen years.

Commissioner Haliday asked what the impact will be with DOT and 27. Mr. Miller answered that any project that is along a state road goes through DOT. Any larger projects (50 acres or above) have to go through the state. For any project, there is constant coordination with Lake County Public Works and Lake County School Board. Mr. Miller said that the Planning Commission has very influential voice with all that is happening, and staff wants to make sure that they are aware as to what the City Commission is talking about.

Mr. Miller stated that there are two items that have come up at City Commission.

1. Dark sky lighting – this is a principle of making sure that the lighting on a development stays as much as possible on that development property, and that it's not over lit so there is not abundant light pollution. Staff is starting to include dark sky lighting standards in some PUD Conditions, and what is acceptable and what is not acceptable. It can be affectively done without a lot of cost.
2. Lot size – This Commission has been expressing frustrating with the number of 40- and 50-foot lots. What does the City want to look like? We definitely need some smaller lots to allow for a price point because we need young families and they can't afford a \$350k house. We also have a need for those that want a larger lot. We have to find out what our citizens want, and we do that partially through the Planning Commission and partially through the City Commission.

Chairman Bowersox suggested having 40' lots on pie-shaped lots with the bigger back yards. Commissioner Sennett said that the size of the lot should depend on the design of the development.

Commissioner Haliday brought up working with DOT on the flow and synchronization of the traffic lights. Mr. Miller said that it comes down to the design and coordination with DOT.

Commissioner O'Kelley asked if the City Commission is pretty much in line with what Planning Commission recommends to them. Mr. Miller answered that generally they are, but occasionally there may be one that is different.

ANNOUNCEMENTS

The meeting adjourned at 5:33 p.m.


Ted Bowersox, Chairperson


Dianne Pacewicz, Planner

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

DATE: February 24, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

GENERAL LOCATION: The property is generally located west of CR-468 and north of Schoolview Street.

FUTURE LAND USE DESIGNATION:
Lake County Urban High Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban High Density
South – Institutional
East – Lake County Urban High Density
West – High Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
City of Leesburg Medium Density Residential

EXISTING ZONING DESIGNATION:
Lake County RP (Residential Professional)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County MP (Planned Industrial District); Lake County RP (Residential Professional)
South – P (Public)
East – Lake County RP (Residential Professional)
West – R-2 (Medium Density Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Mobile Home Park

SURROUNDING LAND USE:
North – Service Shop
South – Leesburg Community Center; School
East – Residential (Vacant)
West – Residential (Vacant)

PROPOSED LAND USE: Single Family Residential development

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

DATE: February 3, 2022
OWNER: Schoolview Properties, LLC
PETITIONER: MLJ Land Trust
PROJECT: Schoolview Court
REQUEST: Change Future Land Use Designation and Rezone for single family residential construction
CASE NO.: SSCP-22-008; SPUD-22-025

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 2/18/22

FIRE

No comments received as of 2/18/22

ELECTRIC

Electric has no objections. Easements will be required on the property to install new electric facilities. Steve Davis 2/3/22

GAS

No comments received as of 2/18/22

GIS

GIS has no comments. Tammy Magamoll 2/16/22

BUILDING

No comments received as of 2/18/22

PUBLIC WORKS

No comments received as of 2/18/22

ADDRESSING

No comments received as of 2/18/22

HOUSING & REDEVELOPMENT

No comments received as of 2/18/22

LAKE COUNTY PUBLIC WORKS

No comments received as of 2/18/22

EXTERNAL EMAIL - USE CAUTION

Kandi:

The project consists of 6 dwelling units – please be advised that project of more than 4 units are subject to school concurrency review.

Please refer the applicant to me for more information on the process, as it may not require a full concurrency review.

Thanks,

Helen LaValley

Lake County Schools

352-253-6694



PUBLIC RESPONSES

Approval

none

Disapproval

none

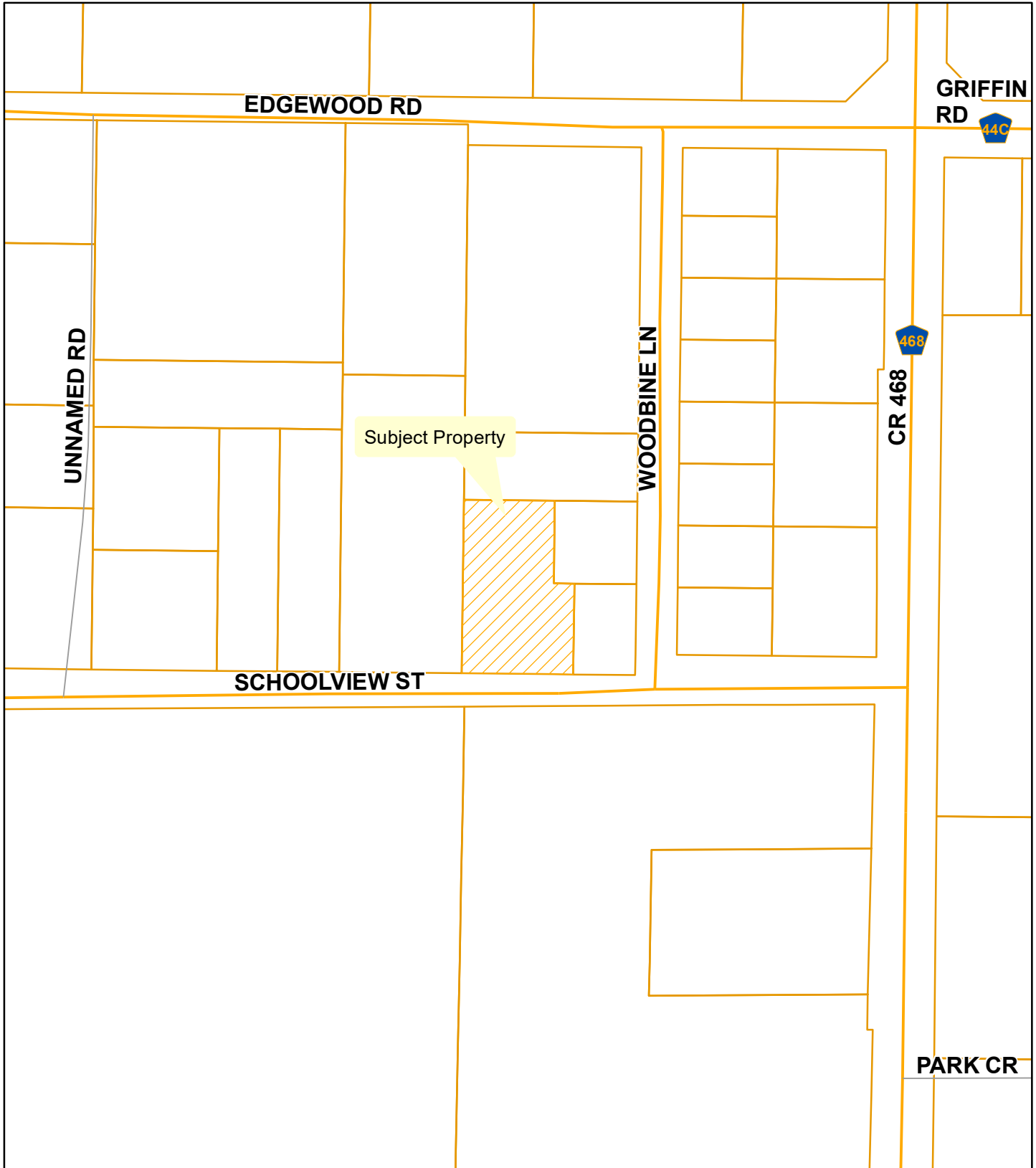
No comment

Notice of Appearance filed:

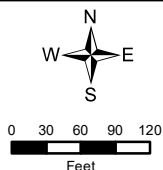
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Locator

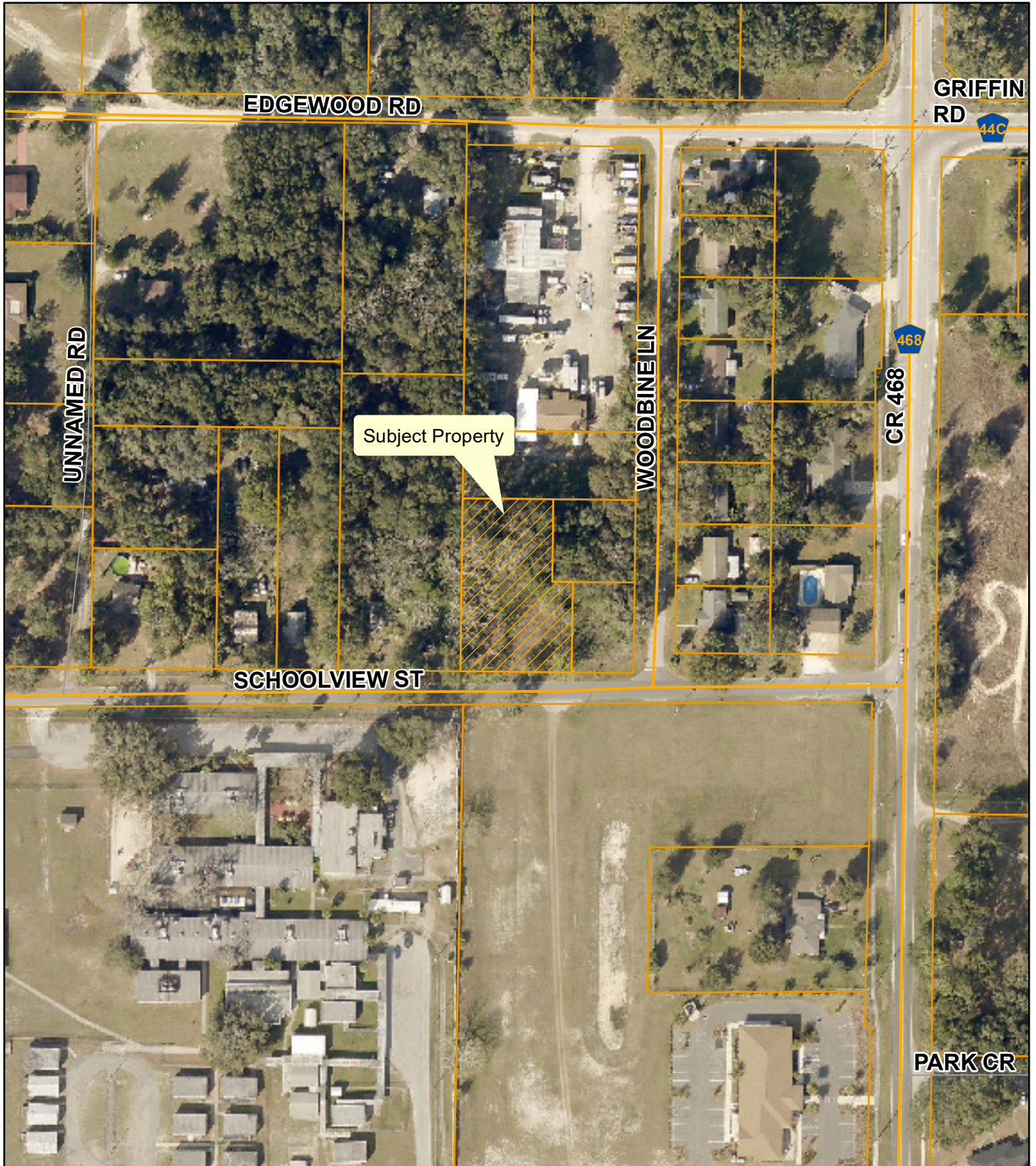


**Planning
& Zoning
Division**

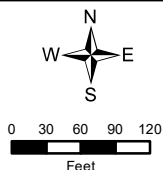


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
February 9, 2022

Aerial

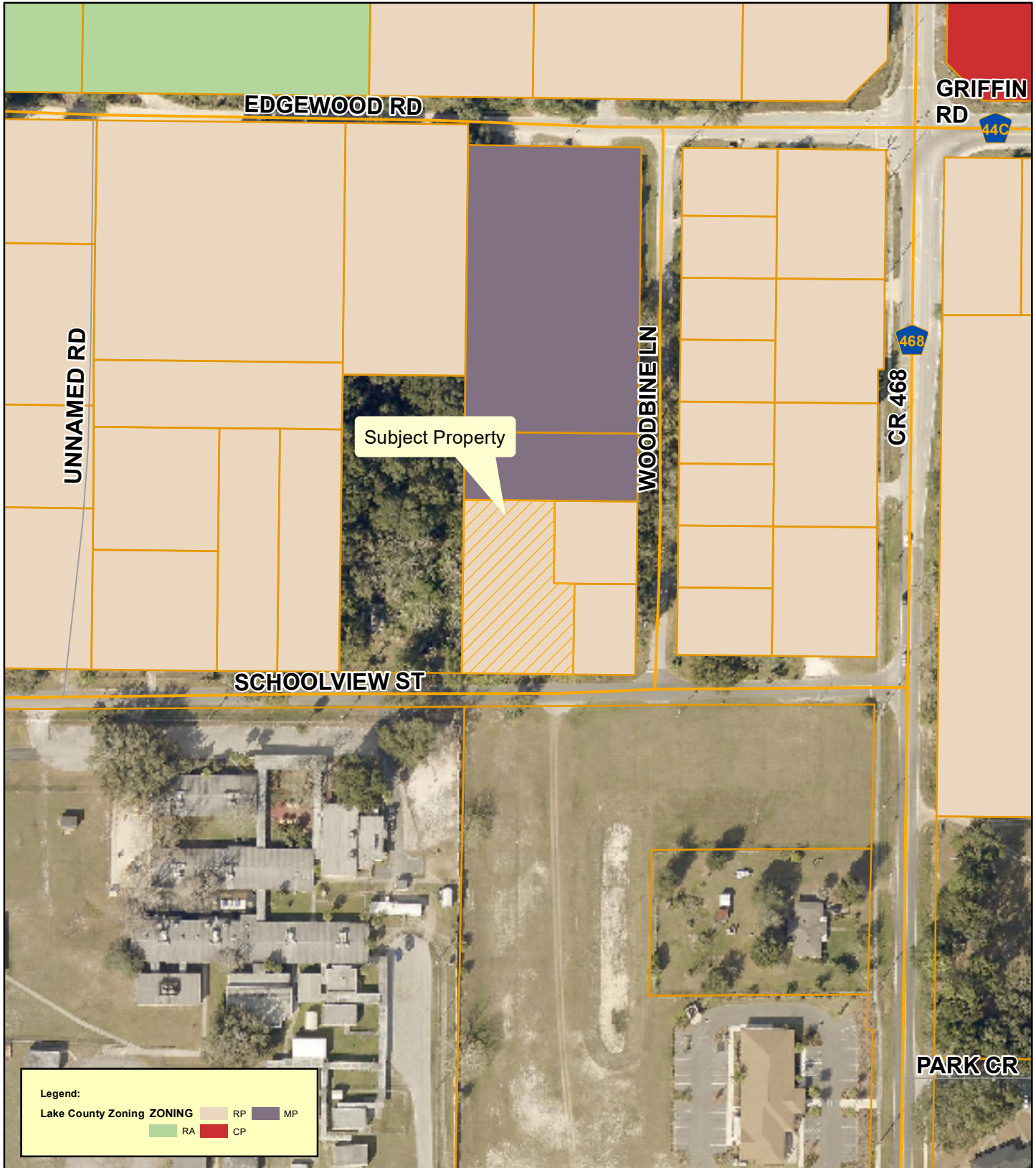


**Planning
& Zoning
Division**

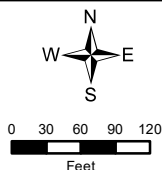


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

Lake County Zoning

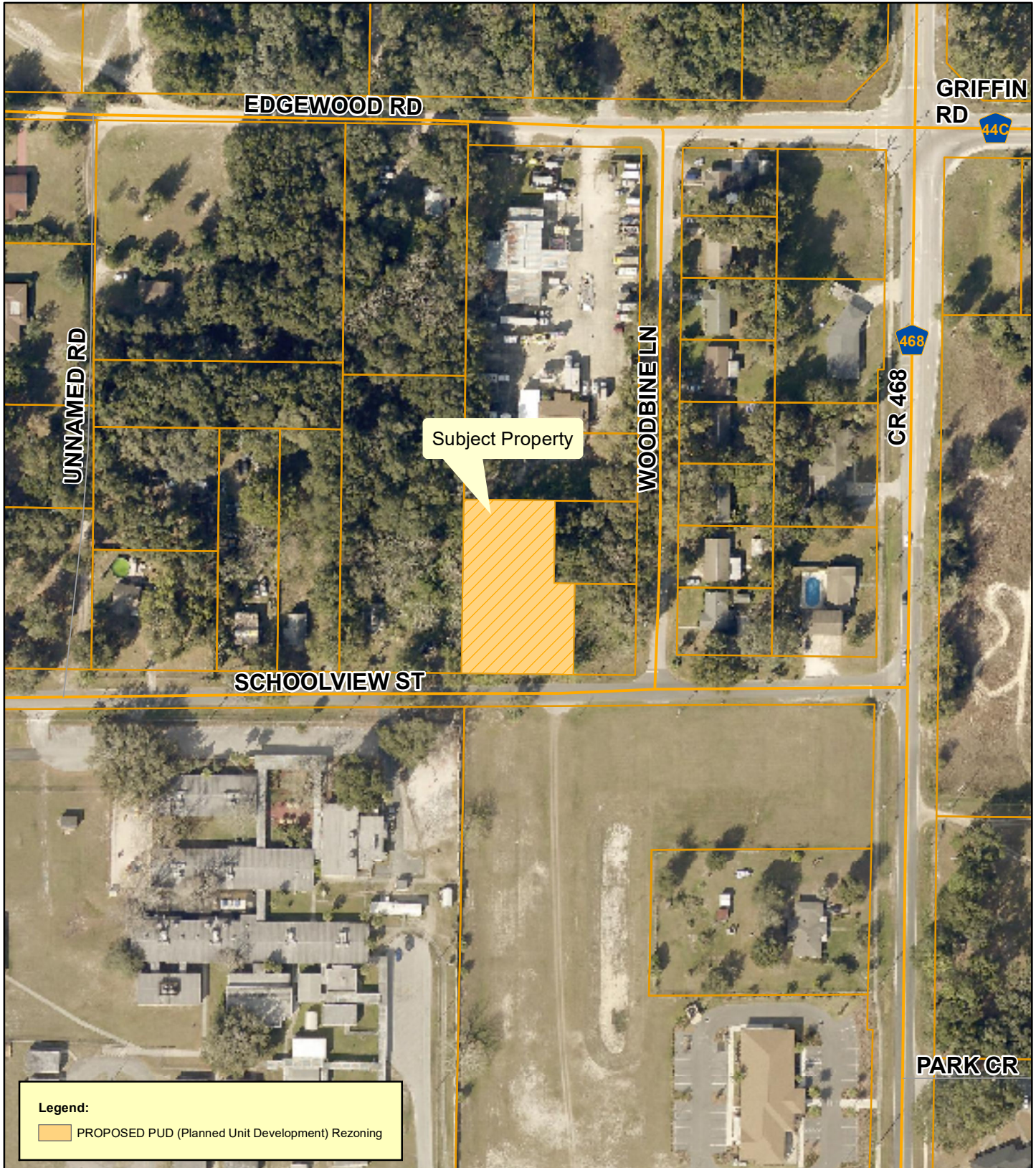


**Planning
& Zoning
Division**

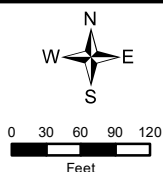


Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022

PROPOSED Planned Unit Development Rezoning



**Planning
& Zoning
Division**



Schoolview Properties, LLC
Schoolview Court, 2129 Schoolview Avenue
AK#: 1756065
Section 21, Township 19 South, Range 24 East
January 27, 2022



Sign posting on Schoolview Street, looking north into the property.



Looking north into the property from Schoolview Street.



Picture taken on Schoolview Street looking east from the property.



Picture taken from the property looking south across Schoolview Street.



Looking west along Schoolview Street. Rimes Early Learning Center School is in the upper left hand corner of the picture.



Picture taken from the property looking west along Schoolview Street.

Miscellaneous Accounts Receivable Customers With Unpaid Balances

Prepared by Finance

February 28, 2022

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Baraso, Ronald	Working with Marina	Marina Rent	283.92
A.A. Moukhtara Inc	Working with Planning & Zoning	P&Z Traffic Study MPO	10,679.00
Traffic & Mobility Consultants	Working with Planning & Zoning	P&Z Traffic Study MPO	653.50
VPG Leesburg 1 LLC	Working with Planning & Zoning	P&Z Traffic Study MPO	5,147.50
			<u>16,763.92</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,148.00
			<u>2,148.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	3,550.59
Stiglianese, Margaret		Damage to City Property	381.26
			<u>3,931.85</u>

048 Fund

Greenslade, John	Working with Airport	Airport Rent	615.65
			<u>615.65</u>

064 Fund

Everts, Ray	Working with HR, deceased	Health Ins and Life Ins	1,226.25
			<u>1,226.25</u>

001 FUND TOTAL	\$	16,763.92		
013 FUND TOTAL	\$	2,148.00		
41 FUND TOTAL	\$	3,931.85		
48 FUND TOTAL	\$	615.65		
64 FUND TOTAL	\$	1,226.25		
	\$	24,685.67		
			Total	<u><u>24,685.67</u></u>

Expected write offs as of Feb 28, 2022

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	25,734	3	71	546.70	445.82
January	18,428	1	60	107.41	530.92
February	21,646	2	62	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*	\$ 103,721	15	325		
Prior Yr to Date	\$ 179,814	18	371		
difference - () negative	\$ (76,093)	(3)	(46)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2021 and Ending on Feb 28, 2022

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 12,844,016	\$ 10,999,354	\$ 4,695,712	\$ 15,695,066	122%	(\$ 2,851,050)
Special Revenue Funds						
013 Housing Assistance	63,205	41,674	0	41,674	66%	21,531
021 Debt Service Fund	729,165	0	1,614,659	1,614,659	221%	(885,494)
031 Capital Projects Fund	2,574,833	186,333	1,815,000	2,001,333	78%	573,500
132 Local Option Sales Tax	1,057,565	920,086	0	920,086	87%	137,479
121 Police Forfeiture Fund	17,320	150	0	150	1%	17,170
122 Police Education Fund	2,500	1,516	0	1,516	61%	984
133 Gas Tax	314,605	259,871	0	259,871	83%	54,734
141 Police Impact Fees	4,375	66,620	0	66,620	1523%	(62,245)
142 Fire Impact Fees	100	61,055	0	61,055	61055%	(60,955)
143 Recreation Impact Fees	75,415	110,410	0	110,410	146%	(34,995)
151 Building Fund	712,567	375,862	27,160	403,022	57%	309,545
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	275,230	557,769	0	557,769	203%	(282,539)
017 Carver Heights CRA Fund	287,479	506,736	0	506,736	176%	(219,257)
018 Highway 27/441 CRA Fund	584,565	1,356,209	0	1,356,209	232%	(771,644)
Total General Governmental Funds	19,542,940	15,443,646	8,152,531	23,596,176	121%	(4,053,236)
Enterprise Funds						
014 Stormwater Utility Fund	937,770	696,112	0	696,112	74%	241,658
041 Electric Utility Fund	28,152,419	27,809,103	117,134	27,926,238	99%	226,181
042 Gas Utility Fund	4,248,109	4,185,837	196,411	4,382,248	103%	(134,139)
043 Water Utility Fund	5,674,269	4,028,196	81,304	4,109,500	72%	1,564,769
044 Wastewater Utility Fund	11,474,729	6,451,876	5,500,000	11,951,876	104%	(477,147)
046 Sanitation Services Fund	2,136,638	1,962,127	0	1,962,127	92%	174,511
048 Airport Fund	2,798,792	640,428	0	640,428	23%	2,158,364
Internal Service Funds						
064 Health Insurance Fund	3,153,012	3,105,928	0	3,105,928	99%	47,084
065 Workers' Compensation Insurance Fund	280,015	361,129	0	361,129	129%	(81,114)
066 Risk Management Fund	365,365	918,372	0	918,372	251%	(553,007)
510 Fleet Maintenance Fund	1,777,360	1,142,430	13,529	1,155,960	65%	621,400
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	818,070	(210,655)	0	(210,655)	-26%	1,028,725
062 Municipal Firemen's Retirement Trust Fund	698,735	(216,303)	0	(216,303)	-31%	915,038
063 General Employees' Retirement Fund	1,352,250	376,358	0	376,358	28%	975,892
Total All Funds	\$ 83,410,473	\$ 66,694,583	\$ 14,060,909	\$ 80,755,492	97%	\$ 2,654,981

* 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 Feb 28, 2022

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
<u>General Fund</u>	\$ 12,844,016	\$ 12,921,222	101%	(\$ 77,206)	\$ 2,773,843
<u>Special Revenue Funds</u>					
Housing Assistance	63,205	52,427	83%	10,778	(10,753)
Debt Service Fund	729,165	1,304,901	179%	(575,736)	309,757
Capital Projects Fund	2,574,833	2,645,980	103%	(71,147)	(644,647)
Local Option Sales Tax	1,057,565	960,462	91%	97,103	(40,376)
Police Forfeiture Fund	17,320	0	0%	17,320	150
Police Education Fund	2,500	6,523	261%	(4,023)	(5,007)
Gas Tax	314,605	450,344	143%	(135,739)	(190,473)
Police Impact Fees	4,375	5,840	133%	(1,465)	60,780
Fire Impact Fees	100	4,960	4960%	(4,860)	56,095
Recreation Impact Fees	75,415	180,400	239%	(104,985)	(69,990)
Building Fund	712,567	561,466	79%	151,101	(158,444)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	275,230	337,304	123%	(62,074)	220,464
Carver Heights CRA Fund	287,479	426,936	149%	(139,457)	79,801
Highway 27/441 CRA Fund	584,565	156,156	27%	428,409	1,200,053
<u>Total General Governmental Funds</u>	19,542,940	20,014,922	102%	(471,982)	3,581,254
<u>Enterprise Funds</u>					
Stormwater Utility Fund	937,770	583,763	62%	354,008	112,349
Electric Utility Fund	28,152,419	30,112,500	107%	(1,960,081)	(2,186,262)
Gas Utility Fund	4,248,109	3,699,746	87%	548,363	682,502
Water Utility Fund	5,674,269	4,140,695	73%	1,533,574	(31,196)
Wastewater Utility Fund	11,474,729	5,233,183	46%	6,241,546	6,718,692
Sanitation Services Fund	2,136,638	2,229,723	104%	(93,085)	(267,596)
Airport Fund	2,798,792	1,859,004	66%	939,788	(1,218,576)
<u>Internal Service Funds</u>					
Health Insurance Fund	3,153,012	3,704,337	117%	(551,325)	(598,409)
Workers' Compensation Insurance Fund	280,015	280,460	100%	(445)	80,669
Risk Management Fund	365,365	921,864	252%	(556,499)	(3,492)
Fleet Maintenance Fund	1,777,360	1,938,850	109%	(161,490)	(782,891)
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	818,070	455,249	56%	362,821	(665,905)
Municipal Firemen's Retirement Trust Fund	698,735	558,114	80%	140,621	(774,417)
General Employees' Retirement Fund	1,352,250	1,255,737	93%	96,513	(879,379)
Total All Funds	\$ 83,410,473	\$ 76,988,146	92%	\$ 6,422,327	\$ 3,767,346

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct 1, 2020 and Ending on Feb 28, 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	\$ 11,981,869	\$ 11,076,548	\$ 4,402,469	\$ 15,479,017	129%	(\$3,497,148)
Special Revenue Funds						
013 Housing Assistance	56,895	26,288	0	26,288	46%	30,607
021 Debt Service Fund	673,400	0	1,613,347	1,613,347	240%	(939,947)
031 Capital Projects Fund	3,548,972	36,917	817,985	854,902	24%	2,694,070
132 Local Option Sales Tax	752,806	853,787	0	853,787	113%	(100,981)
121 Police Forfeiture Fund	2,915	358	0	358	12%	2,558
122 Police Education Fund	2,500	1,257	0	1,257	50%	1,243
133 Gas Tax	466,718	242,154	0	242,154	52%	224,564
141 Police Impact Fees	45,926	80,523	0	80,523	175%	(34,597)
142 Fire Impact Fees	-	7,103	0	7,103	0%	(7,103)
143 Recreation Impact Fees	-	61,503	0	61,503	0%	(61,503)
151 Building Fund	520,673	325,579	15,880	341,459	66%	179,214
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	291,985	545,226	0	545,226	187%	(253,241)
017 Carver Heights CRA Fund	191,919	412,621	0	412,621	215%	(220,702)
018 Highway 27/441 CRA Fund	523,535	1,185,771	0	1,185,771	226%	(662,236)
Total General Governmental Funds	19,060,113	14,855,636	6,849,680	21,705,316	114%	(2,645,203)
Enterprise Funds						
014 Stormwater Utility Fund	775,701	675,453	0	675,453	87%	100,248
041 Electric Utility Fund	32,120,500	22,564,797	410,539	22,975,336	72%	9,145,164
042 Gas Utility Fund	3,450,158	3,021,803	55,178	3,076,981	89%	373,177
043 Water Utility Fund	4,913,549	3,696,578	62,871	3,759,450	77%	1,154,099
044 Wastewater Utility Fund	15,132,222	5,673,579	0	5,673,579	37%	9,458,643
046 Sanitation Services Fund	1,977,876	1,869,025	0	1,869,025	95%	108,851
048 Airport Fund	3,301,652	1,875,693	0	1,875,693	57%	1,425,959
Internal Service Funds						
064 Health Insurance Fund	3,028,555	2,806,792	0	2,806,792	93%	221,763
065 Workers' Compensation Insurance Fund	274,585	295,756	0	295,756	108%	(21,171)
066 Risk Management Fund	373,665	835,835	0	835,835	224%	(462,170)
510 Fleet Maintenance Fund	1,860,335	1,108,556	589,381	1,697,937	91%	162,398
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	795,320	3,464,717	0	3,464,717	436%	(2,669,397)
062 Municipal Firemen's Retirement Trust Fund	681,270	3,284,435	0	3,284,435	482%	(2,603,165)
063 General Employees' Retirement Fund	1,389,745	4,904,624	0	4,904,624	353%	(3,514,879)
Total All Funds	\$ 89,135,246	\$ 70,933,278	\$ 7,967,650	\$ 78,900,928	89%	\$ 10,234,318

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 Feb 28, 2021

Prepared by: Finance Department

Fund Name	Disbursements				Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage	Budget Balance	
<u>General Fund</u>	\$ 11,981,869	\$ 12,354,304	103%	(\$ 372,435)	\$ 3,124,713
<u>Special Revenue Funds</u>					
Housing Assistance	56,895	49,929	88%	6,966	(23,641)
Debt Service Fund	673,400	1,283,464	191%	(610,064)	329,883
Capital Projects Fund	3,548,972	3,222,369	91%	326,603	(2,367,467)
Local Option Sales Tax	752,806	849,968	113%	(97,162)	3,819
Police Forfeiture Fund	2,915	0	0%	2,915	358
Police Education Fund	2,500	6,027	241%	(3,527)	(4,769)
Gas Tax	466,718	536,083	115%	(69,365)	(293,929)
Police Impact Fees	45,926	41,471	90%	4,455	39,051
Fire Impact Fees	0	140	0%	(140)	6,963
Recreation Impact Fees	0	3,000	0%	(3,000)	58,503
Building Fund	520,673	623,724	120%	(103,051)	(282,265)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	291,985	573,003	196%	(281,018)	(27,777)
Carver Heights CRA Fund	191,919	51,867	27%	140,052	360,754
Highway 27/441 CRA Fund	523,535	163,023	31%	360,512	1,022,748
<u>Total General Governmental Funds</u>	19,060,113	19,758,374	104%	(698,261)	1,946,942
<u>Enterprise Funds</u>					
Stormwater Utility Fund	775,701	441,461	57%	334,240	233,992
Electric Utility Fund	32,120,500	22,688,783	71%	9,431,717	286,553
Gas Utility Fund	3,450,158	2,650,468	77%	799,690	426,513
Water Utility Fund	4,913,549	3,261,246	66%	1,652,303	498,204
Wastewater Utility Fund	15,132,222	4,161,012	28%	10,971,211	1,512,567
Sanitation Services Fund	1,977,876	2,091,498	106%	(113,622)	(222,474)
Airport Fund	3,301,652	1,047,420	32%	2,254,232	828,273
<u>Internal Service Funds</u>					
Health Insurance Fund	3,028,555	3,780,281	125%	(751,726)	(973,489)
Workers' Compensation Insurance Fund	274,585	315,871	115%	(41,286)	(20,116)
Risk Management Fund	373,665	835,129	224%	(461,464)	706
Fleet Maintenance Fund	1,860,335	1,610,958	87%	249,377	86,979
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	795,320	484,272	61%	311,048	2,980,445
Municipal Firemen's Retirement Trust Fund	681,270	614,117	90%	67,153	2,670,318
General Employees' Retirement Fund	1,389,745	1,245,364	90%	144,381	3,659,261
Total All Funds	\$ 89,135,246	\$ 64,986,255	73%	\$ 24,148,991	\$ 13,914,674

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
2/28/2022**

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		\$81,452,236.42	\$15,447,469.91	\$5,936,619.18	\$ 814,743.04	\$ 223,500.92	\$ 14,193,001.76	\$ 3,700,503.68	\$ 6,999,229.82	\$ 16,005,022.85		\$ 1,909,066.57	\$3,256,310.36	\$4,037,358.56	\$ 2,123,907.04	\$ 6,805,502.73
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,788,531.69					4,918,632.69	1,255,147.54	609,956.46	1,950.00		2,845.00				422,741.47
	RENEWL & REPLCMNT	23,304,261.22	4,035,745.14	11,363.96			3,277,495.23	983,461.92	2,329,261.77	11,394,191.73		850,000.00				
	BOND/NOTE SINKING FUND	6,424,538.87		410,160.46			4,665,886.65	54,664.01	474,228.13	819,599.62						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP	360,773.13		360,773.13												
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00					1,647,899.71	5,295,601.19						
	IMPACT FEES	6,943,500.90				3,841,772.52										
	OTHER RESTRICTED CASH	4,383,981.97														
	DEVELOPER CONTRIBUTIONS	825,136.92		72,396.13												
	RATE STABILIZATION	(2,354,235.00)					820,007.52	5,129.40								
SUBTOTAL OF RESTRICTED CASH		47,276,489.70	4,035,745.14	1,454,693.68		3,841,772.52	11,327,787.09	2,298,402.87	5,061,346.07	17,511,342.54		852,845.00				422,741.47
TOTAL POOLED CASH		\$128,728,726.12	\$ 19,483,215.05	\$ 7,391,312.86	\$ 814,743.04	\$ 4,065,273.44	\$ 25,520,788.85	\$ 5,998,906.55	\$ 12,060,575.89	\$ 33,516,365.39	\$ -	\$ 2,761,911.57	\$ 3,256,310.36	\$ 4,037,358.56	\$ 2,123,907.04	\$ 7,228,244.20
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	1,299,825.57			678,926.51			104,139.97	216,619.27	300,139.82						
	DEPOSITORY TRUST ACCOUNT															
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		1,299,825.57			678,926.51			104,139.97	216,619.27	300,139.82						
TOTAL POOLED CASH AND INVEST		\$130,028,551.69	\$19,483,215.05	\$ 7,391,312.86	\$1,493,669.55	\$4,065,273.44	\$25,520,788.85	\$6,103,046.52	\$12,277,195.16	\$33,816,505.21		\$2,761,911.57	\$3,256,310.36	\$4,037,358.56	\$2,123,907.04	\$7,228,244.20
				\$100,000.00												

INDIVIDUAL SPECIAL REVENUE FUNDS

POOLED CASH & INVESTMENTS		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH		\$ 5,936,619.18	\$ 239,009.60	\$ 337,624.18	\$ 338,848.76	\$ 2,599,759.71	\$ 81,052.76	\$ (2,763.11)	\$ 1,108,423.90	\$ 288,708.60	\$ 662,387.20	\$ 103,422.59	\$ 180,144.99
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	72,396.13	72,396.13										
	BOND/NOTE SINKING FUND	410,160.46		42,341.65		367,818.81							
	SIGN GRANT	260,773.13		91,577.78		169,195.35							
	R&R / OTHER RESTRICTED	11,363.96	11,363.96										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,354,693.68	\$ 83,760.09	\$ 133,919.43	\$ -	\$ 1,137,014.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 7,291,312.86	\$ 322,769.69	\$ 471,543.61	\$ 338,848.76	\$ 3,736,773.87	\$ 81,052.76	\$ (2,763.11)	\$ 1,108,423.90	\$ 288,708.60	\$ 662,387.20	\$ 103,422.59	\$ 180,144.99
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 7,291,312.86	\$ 322,769.69	\$ 471,543.61	\$ 338,848.76	\$ 3,736,773.87	\$ 81,052.76	\$ (2,763.11)	\$ 1,108,423.90	\$ 288,708.60	\$ 662,387.20	\$ 103,422.59	\$ 180,144.99

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,805,502.73	\$ 1,695,326.06	\$ 1,131,536.49	\$ 154,497.37	\$ 3,824,142.81
RESTRICTED CASH		422,741.47				422,741.47
SUBTOTAL OF RESTRICTED CASH		\$ 422,741.47	\$ -	\$ -	\$ -	\$ 422,741.47
TOTAL POOLED CASH		\$ 7,228,244.20	\$ 1,695,326.06	\$ 1,131,536.49	\$ 154,497.37	\$ 4,246,884.28
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,228,244.20	\$ 1,695,326.06	\$ 1,131,536.49	\$ 154,497.37	\$ 4,246,884.28

**CITY OF LEESBURG
INVESTMENT REPORT
2/28/2022**

DESCRIPTION	BALANCE 2/28/2022
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$49,848,291
TD Bank - Savings	4,009,136
CenterState Bank - Savings	5,769,755
Centerstate Bank - CD	0
Synovus - CD	0
	\$59,627,182
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,775,336
FLCLASS	9,841,133
FLPRIME	5,990,076
	23,606,544
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,299,826
CHANDLER ASSET MANAGEMENT (SECURITIES)	44,495,000
PUBLIC TRUST ADVISORS (SECURITIES)	1,000,000
	45,495,000
TOTAL INVESTMENTS	130,028,552
MARKET ADJUSTMENT	(286,448)
TOTAL VALUE OF INVESTMENTS	\$129,742,103

