

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, JANUARY 25, 2021 5:30 PM**

1. CALL TO ORDER

INVOCATION

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

2. PROCLAMATIONS

A. None

3. PRESENTATIONS

A. None

4. PUBLIC COMMENTS:

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

5. CONSENT AGENDA:

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

A. CITY COMMISSION MEETING MINUTES:

1. None

B. PURCHASING ITEMS:

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

authorizing the Mayor and City Clerk to execute an amendment with Paymentus Corporation adding fees for the Building Services and Planning & Zoning sections of the City; and providing an effective date.

- 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Blackwater Construction, Inc. for renovations at the Leesburg International Airport for a cost of \$536,181.00.**

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with The Florida Department of Transportation, to amend the project description, project scope, and add funds for the US Customs & Border Protection Facility Rehabilitation Construction Phase, at the Leesburg International Airport; and providing an effective date.**
- 2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an Amendment to GAI Consultants, Inc. Task Order No. 6, for Construction Administration services related to the US Customs & Border Protection Facility Rehabilitation Construction Phase, at the Leesburg International Airport; and providing an effective date.**
- 3. Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of forty-five (45) particulate blocking fire hoods; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of battery powered hydraulic extrication tools, and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Stormwater, Electric, Gas, Water, Wastewater, Solid Waste, Airport and Building Permit Funds for the First Quarter.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Discretionary Sales**

**Tax, Gas Tax, Police Impact Fees, Building Permits and Fleet Services
Funds for the carryovers from fiscal year 2019-20.**

7. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Jones Holdings, LLC., for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
 8. **Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Bentley Ridge, a subdivision of the City of Leesburg, Florida, being a portion of Sections 24 and 25, Township 19 South, Range 24 East, City of Leesburg, 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.**
 9. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a lease agreement between Mid Florida Chapter 534 Experimental Aircraft Association, Inc. and the City of Leesburg, for continued use of the 8701 Airport Blvd, Suite 103 hangar at the Leesburg International Airport; and providing an effective date.**
 10. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Second Amendment to Lease, between Blackbird Aviation, Inc. and the City of Leesburg, for the purpose of revising insurance requirements; and providing an effective date.**
 11. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to grant a utility easement to Duke Energy Florida, LLC., for the installation and perpetual maintenance of a new transformer in support of the Turnpike Wastewater Treatment Facility Expansion Project; 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, annexing certain real property consisting of approximately 158 acres; and being generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike, lying in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36,**

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

- 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 158 +/- acres from Lake County Urban Low Density to city of Leesburg Estate, for a property generally located west of U.S. Highway 27 and north of Bridges Road, and east of Florida's Turnpike as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36 Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.**
- 3. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 158 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for single family residential development for a property generally located west of U.S. highway 27, north of Bridges road and east of Florida's Turnpike, as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Whitemarsh PH II & III - PUD)**

B. FIRST READING OF ORDINANCES

- 1. An Ordinance of the City of Leesburg, Florida, rezoning approximately 14.09 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) for a property generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fox Pointe)**
- 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 36.9 +/- acres from Industry and Technology Commerce Park to Neighborhood Mixed Use for a property generally located east of Florida's Turnpike and south of County Road 470 as legally described in Section 17, Township 20 South, Range 24 East, Lake County Florida; and providing an effective date. (CR 470 Smith)**
- 3. An Ordinance of the City Commission of the City of Leesburg, Florida, changing the zoning on approximately 36.9 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for a**

mixed use residential and commercial development for a property generally located east of Florida's turnpike and south of County Road 470, as legally described in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.(CR 470 Smith)

- 4. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)**

C. NON-ROUTINE ITEMS

- 1. None**

7. INFORMATIONAL REPORTS:

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

A. Financial Reports as of November 2020

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.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: January 25, 2021

From: James Williams, (Finance Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an amendment with Paymentus Corporation adding fees for the Building Services and Planning & Zoning sections of the City; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Amendment 3 to an existing Agreement with Paymentus Corporation.

Analysis:

This Amendment adds Payments Service Fees for credit card transactions processed by the City's Building Services and Planning & Zoning Departments. These departments are implementing a new software system that will use Paymentus as the credit card processor. The City already uses Paymentus in other areas of the City.

Procurement Analysis:

Amends an existing Agreement that was executed on August 24, 2015.

Options:

1. Approve the resolution authorizing execution of the Amendment with Paymentus Corporation; or
2. Other action the Commission deems appropriate.

Fiscal Impact:

Each credit card transaction processed for the Building Services and Planning & Zoning area will carry a 2.9% fee.

Account No. 151-6131-524-4920

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
AN AMENDMENT WITH PAYMENTUS CORPORATION ADDING FEES FOR
THE BUILDING SERVICES AND PLANNING & ZONING SECTIONS OF THE
CITY; 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 with PAYMENTUS CORPORATION whose address is 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 for credit card transaction processing services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 24th day of January 2021.

Mayor

ATTEST:

City Clerk

AMENDMENT NO. 3
TO MASTER SERVICES AGREEMENT EFFECTIVE August 24, 2015

This Amendment No. 3 amends the Master Services Agreement, effective as of August 24, 2015 (“Effective Date”), which was modified by Amendment No.1 effective November 18, 2016 and Amendment No. 2 effective March 25, 2020, (collectively the “Agreement”) between City of Leesburg, FL (“Customer”) with a principal place of business located at 501 West Meadow St., PO Box 490630, Leesburg, FL 34749 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 (“Paymentus”). Customer and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 3 is effective at the time of the last to sign of the Parties.

STATEMENT OF PURPOSE

The Parties currently desire to amend the Agreement to alter pricing.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment No. 3 as follows:

1.1 Schedule A (“Paymentus Service Fee Schedule”) of the Agreement is hereby deleted and the new Schedule A attached here to is substituted in lieu thereof.

2. Miscellaneous:

2.1 This Amendment No. 3 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 3 remain in full force and effect.

2.3 This Amendment No. 3 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives.

City of Leesburg, FL

PAYMENTUS CORPORATION

By: _____

By: _____

Printed Name: John Christian

Printed Name: _____

Title: Mayor

Title: _____

Date: January 25, 2021

Date: _____

Attest: _____
J. Andi Purvis, City Clerk

Paymentus

Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the **Customer** will be based on the following table:

Payment Type - Absorbed	
Utility Payments	
• Credit Card/Debit Card (Visa, MasterCard, Discover; Utility Rate Program)	\$2.00 per transaction
Maximum amount per payment is \$9,999.00; multiple payments can be made Average bill amount: \$270.00	
• ACH/eCheck	\$0.40 per transaction
Maximum amount per payment is \$9,999.00; multiple payments can be made	
• Return Items	\$0.00 per item
Non-Utility Payments	
• Credit Card/Debit Card (Visa, MasterCard, Discover)	2.45% of total payment amount or \$1.00 (whichever is greater)
Maximum amount per payment is \$9,999.00; multiple payments can be made Average bill amount is \$270.00	
• ACH/eCheck	\$0.40 per transaction
Maximum amount per payment is \$9,999.00; multiple payments can be made	
• Return Items	\$0.00 per item

Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Paymentus Service Fee charged to the **End User** will be based on the following table:

Payment Type – Convenience Model	Paymentus Service Fee
Building Permit and Commercial Development Payments • Credit Card, Debit Card Advanced Payment Methods. (Visa, MasterCard, Discover, American Express, PayPal, PayPal Credit, Venmo, Amazon Pay) • ACH/eCheck • Return Items • Maximum Payment Amount of \$50,000	2.9% of the transaction amount with a minimum of \$1.00 \$1.00 per transaction (ACH/eCkeck) \$0.00 per item

Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: January 25, 2021

From: Mike Thornton, (Purchasing Manager), Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Blackwater Construction, Inc. for renovations at the Leesburg International Airport for a cost of \$536,181.00.

Staff Recommendation:

Staff recommends award of the Invitation for Bids and approval of the resolution authorizing execution of the construction services agreement with Blackwater Construction Services, LLC for renovations to the US Customs and Border Protection (USCBP) area at the Leesburg International Airport for a total cost of \$536,181.00.

Analysis:

The purpose of this project is to perform renovations to the area at the Leesburg International Airport used by the United States Customs and Border Patrol (USCBP) for customs and passenger clearing activities. The renovations are required by the Department of Homeland Security (DHS) so the USCBP area will meet the design requirements for USCBP facilities as set by DHS. The terms of the agreement between the City and DHS requires the area/facility used by USCBP to meet their facility design standards. The design of the renovations were completed by GAI Consultants, Inc. using the design and construction standards manual provided by the DHS.

Procurement Analysis:

On October 9, 2020 the Procurement Division issued Invitation for Bids 210031. On November 12, 2020 the City received five (5) bid responses. Following a review of the bid responses, all five responses were determined to be responsive. The project references of the low bidder were verified and deemed acceptable. There was one performance check that was not favorable. Staff requested Blackwater to respond to the questioned performance check. Staff found the Contractors response to be acceptable as to the issues reported by the responding agency. Staff recommends award of the IFB and execution of the Agreement with Blackwater Construction Services, LLC.

The City's Local Vendor Preference (LVP) policy was applied but it did not result in a change of the bidder rankings. The LVP is calculated by adding the LVP Adjustment percent of 5% for Tier I and 2% for Tier II to the low bid amount. If the bid amount submitted by any other bidders that qualify for LVP is lower than the LVP Adjusted amount of the low bidder then that other bidder becomes the low bidder.

In the case of this bid, the LVP Adjusted amount is: Tier I (5%) - \$562,990.05 & Tier II (2%) - \$546,904.62. In order for Emmet Sapp Builders, Inc. a Tier II local vendor to become the low bidder their bid amount would have to have been lower than \$546,904.62. Their bid amount is \$564,995.00, not lower than the Tier II Adjusted amount. They do not become the low bidder after applying the LVP policy.

SUMMARY OF BIDS*

<u>BIDDER NAME</u>	<u>LV TIER</u>	<u>BIDDER LOCATION</u>	<u>TOTAL BID AMOUNT</u>
Blackwater Construction Services, LLC	None	Gainesville, FL	\$536,181.00
Emmet Sapp Builders, Inc.	Tier II - 2%	Wildwood, FL	\$564,995.00
Evergreen Construction	Tier II - 2%	Mt. Dora, FL	\$599,000.00
Advanced Commercial Contractors, Inc.	Tier II - 2%	Eustis, FL	\$630,609.00
SkyBuilders USA, LLC	None	Orlando, FL	\$1,139,851.85

*A detailed bid tabulation is attached.

Options:

1. Approve the Resolution authorizing execution of the agreement with Blackwater Construction, LLC. for \$536,181.00; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This City is receiving funds from the Florida Department of Transportation (FDOT) in the amount of 80% but not more than \$510,000.00. The FDOT contribution will be on a cost reimbursement basis. The City must make the payments and then apply to FDOT for reimbursement. The City will be responsible for the 20% or \$107,236.20. These funds are budgeted and available in the Airport Capital Projects.

Account No.	<u>048-8099-542.62-10</u>
Project No.	<u>480002</u>
WF No.	<u>WF1253798 / 001</u>
Requisition	<u>53006</u>

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 BLACKWATER
CONSTRUCTION, INC. FOR RENOVATIONS AT THE LEESBURG
INTERNATIONAL AIRPORT FOR A COST OF \$536,181.00.**

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 Blackwater Construction Services, LLC whose address is 3715 NW 97th Blvd, Suite B, Gainesville, Florida 32606, for construction services to renovate the United States Customs and Border Protection area at the Leesburg International Airport pursuant to Invitation for Bids 210031.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

FINAL DETAILED BID TABULATION
AIRPORT US CUSTOMS BORDER PATROL BUILDING REMODEL (210031)

			Blackwater Construction Services LLC	Emmett Sapp Builders Inc	Evergreen Construction	Advanced Commercial Contractors, Inc	SkyBuilders USA, LLC.
			Gainesville, FL	Wildwood, FL	Mount Dora, FL	Eustis, FL	Orlando, FL
Item Description	Quantity	Unit of Measure	Extended Price	Extended Price	Extended Price	Extended Price	Extended Price
DIVISION 1 - GENERAL CONDITIONS	1	LUMP SUM (LS)	\$ 82,984.00	\$ 52,000.00	\$ 71,000.00	\$ 132,534.00	\$ 29,372.00
DIVISION 2 - EXISTING CONDITIONS-DEMOLITION	1	LUMP SUM (LS)	\$ 7,989.00	\$ 10,000.00	\$ 9,300.00	\$ 16,253.00	\$ 26,108.21
DIVISION 3 - CONCRETE CONSTRUCTION	1	LUMP SUM (LS)	\$ 2,000.00	\$ 6,500.00	\$ 1,900.00	\$ 2,750.00	\$ 7,627.00
DIVISION 6 - WOOD, PLASTICS AND COMPOSITES	1	LUMP SUM (LS)	\$ 1,500.00	\$ 12,500.00	\$ 9,000.00	\$ 3,500.00	\$ 7,677.04
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	1	LUMP SUM (LS)	\$ 1,500.00	\$ 7,800.00	\$ 600.00	\$ 6,000.00	\$ 2,498.00
DIVISION 8 - OPENINGS	1	LUMP SUM (LS)	\$ 44,342.00	\$ 50,000.00	\$ 53,000.00	\$ 54,815.00	\$ 45,474.60
DIVISION 9 - FINISHES	1	LUMP SUM (LS)	\$ 61,094.00	\$ 55,000.00	\$ 72,300.00	\$ 59,220.00	\$ 129,278.00
DIVISION 10 - SPECIALITIES	1	LUMP SUM (LS)	\$ 4,850.00	\$ 11,000.00	\$ 7,400.00	\$ 8,037.00	\$ 16,915.00
DIVISION 12 - FURNISHINGS	1	LUMP SUM (LS)	\$ -	\$ 5,000.00	\$ -	\$ 10,000.00	\$ 13,784.00
DIVISION 22 - PLUMBING	1	LUMP SUM (LS)	\$ 28,322.00	\$ 30,000.00	\$ 30,900.00	\$ 24,000.00	\$ 43,947.00
DIVISION 23 - HEATING VENTILATION AND AIR CONDITIONING (HVAC)	1	LUMP SUM (LS)	\$ 92,100.00	\$ 110,000.00	\$ 103,400.00	\$ 92,500.00	\$ 205,056.00
DIVISION 26 - ELECTRICAL	1	LUMP SUM (LS)	\$ 89,000.00	\$ 90,195.00	\$ 97,000.00	\$ 90,000.00	\$ 307,071.00
DIVISION 27 - COMMUNICATIONS	1	LUMP SUM (LS)	\$ 12,500.00	\$ 15,000.00	\$ 14,200.00	\$ 13,000.00	\$ 152,522.00
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	1	LUMP SUM (LS)	\$ 108,000.00	\$ 110,000.00	\$ 129,000.00	\$ 118,000.00	\$ 152,522.00
TOTAL PRICE:			\$ 536,181.00	\$ 564,995.00	\$ 599,000.00	\$ 630,609.00	\$ 1,139,851.85
Local Vendor Preference:							
LVP Tier I Adjusted Low Bid (low bid +5%)			\$562,990.05	N/A	N/A	N/A	N/A
LVP Tier II Adjusted Low Bid (low bid +2%)			\$546,904.62	\$564,995.00	\$599,000.00	\$630,609.00	N/A
Time for Completion (DAYS)							
After Award, my Company can START WORK in (Days):			40	21	5	21	60
My Company will COMPLETE THE PROJECT in(Days):			90	120	75	75	75

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: January 25, 2021

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 Amendment 1 to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with The Florida Department of Transportation, to amend the project description, project scope, and add funds for the US Customs & Border Protection Facility Rehabilitation Construction Phase, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval and execution of Amendment 1 to the FDOT PTGA, Financial No. 446941-1-94-01 Grant Agreement.

Analysis:

Staff has requested and has been presented with an Amendment to the US Customs & Border Protection Facility Rehab Grant Agreement for construction costs. The additional funding includes construction costs based on bids, construction administration, minor furnishings, temporary facility accommodations, and permit fees. The Florida Department of Transportation participation on this project is 80%.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

The original FDOT Grant Agreement agreement accepted by the City in fiscal year 2020, was for an amount of \$200,000.00. The additional funding for construction related costs is for an amount of

\$310,000.00. A budget adjustment to add the additional funds will be completed upon receiving the fully executed amendment.

Account No.	<u>048-0000-334.41.00</u>
Project No.	<u>480002</u>
WF No.	<u>1253798</u>
Budget	<u>\$310,000.00</u>
Available	<u>\$310,000.00</u>

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 AMENDMENT 1 TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) (FINANCIAL PROJECT NO. 446941-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, TO AMEND THE PROJECT DESCRIPTION, PROJECT SCOPE, AND ADD FUNDS FOR THE US CUSTOMS & BORDER PROTECTION FACILITY REHABILITATION CONSTRUCTION PHASE, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute Amendment 1 to Public Transportation Grant Agreement (PTGA) (Financial Project No. 446941-1-94-01) with the Department of Transportation for the U.S. Customs and Border Patrol Facility Rehabilitation at the Leesburg International Airport.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category: 088719
446941-1-94-01	Work Activity Code/Function:	215	Object Code: 751000
	Federal Number/Federal Award		Org. Code: 55052000531
	Identification Number (FAIN) – Transit only:		Vendor Number: VF596000362006
Contract Number: G1H86	Federal Award Date:		Amendment No.: 1
CFDA Number: N/A	Agency DUNS Number:	11-388-9752	
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Leesburg, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 12/12/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Amendment #1 to original PTGA to add funds for construction.
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding** (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ **Other**
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☒ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$387,500 bringing the revised total cost of the project to \$637,500.

The Department's participation is X increased/ ___ decreased by \$310,000. The Department agrees to participate in the Project cost up to the maximum amount of \$510,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, 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 the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Loreen Bobo, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Facility Rehabilitation: Leesburg International Airport (LEE) currently provides customs clearance for aircraft at the U.S. Customs and Border Patrol (USCBP) facility constructed in 2005. A recent inspection by USCBP identified a number of deficiencies in the facility relative to the current facility standards. The rehabilitation will require demolition and replacement of interior walls, mechanical/electrical/plumbing (MEP) services, and the addition of safety and security equipment. Temporary office facilities will be used for USCBP operations during construction to bring the building into compliance with the USCBP General Aviation Facilities Design Standards, published in December 2018.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, permitting, construction inspection and material testing costs, and mobilization. Demolition and construction of HVAC, electrical, plumbing, close circuit T.V. (CCTV) and related security upgrades, and primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), furnishings, and temporary facilities, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

The specifics of the Project Scope for construction are described in and limited by the Project Construction Documents identified as "Leesburg International Airport USCBP Interior Office Renovation" prepared by GAI Consultants, Inc., signed and sealed on the 21st day of August, 2020, together with all plan and specification updates, necessary design variations, exceptions, and change orders approved by the Agency.

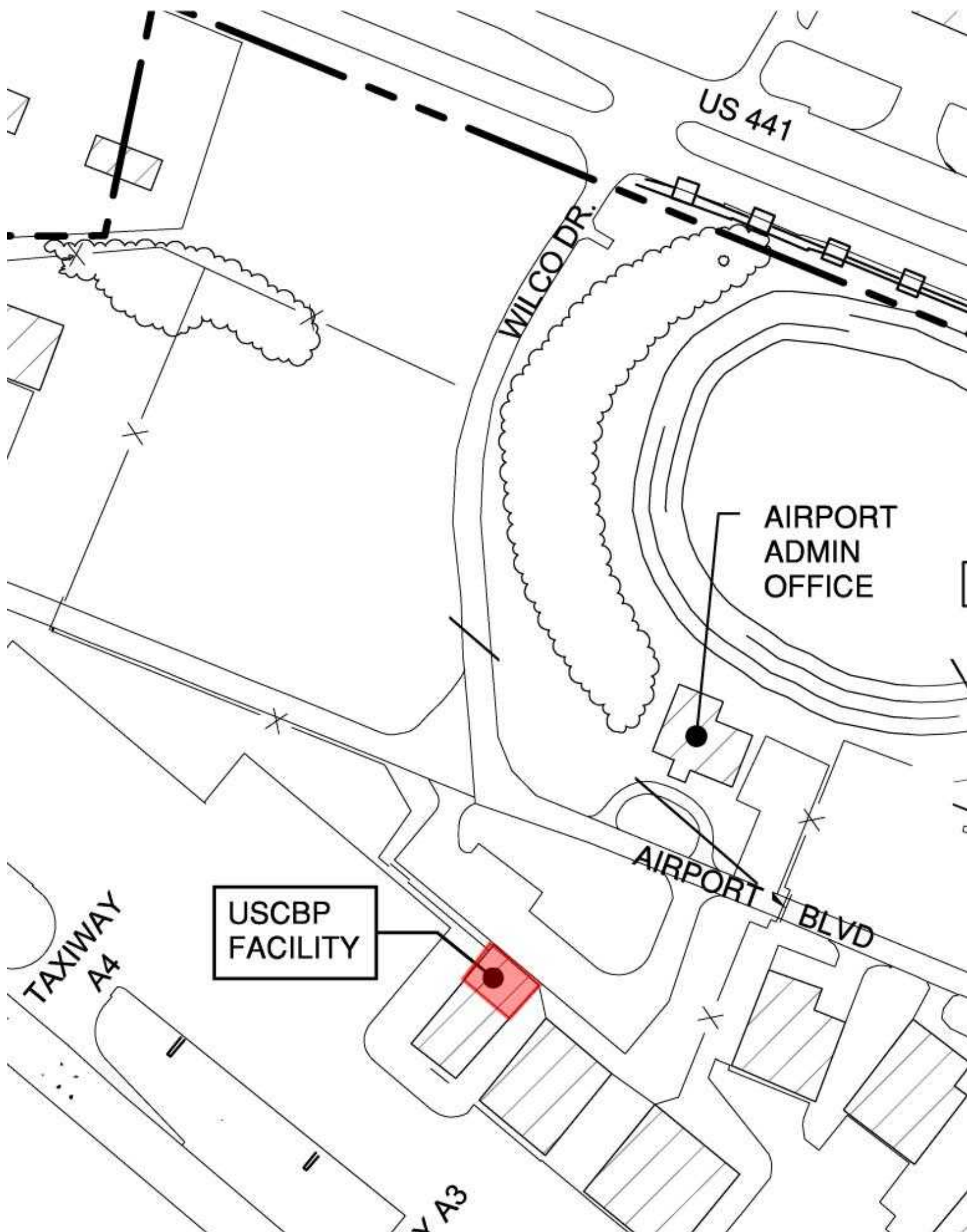
D. Deliverable(s): Final close out documents to be uploaded into JACIP

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

E. Unallowable Costs (including but not limited to): Stored Material

F. Transit Operating Grant Requirements (Transit Only):

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446941-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$200,000
446941-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$310,000
446941-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$77,500
446941-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$50,000
Total Financial Assistance							\$637,500

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$510,000	\$127,500	\$0	\$637,500	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$510,000	\$127,500	\$0	\$637,500			

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

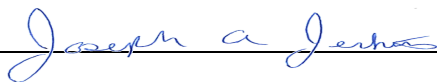
BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Joseph A Jerkins

Department Grant Manager Name

Signature



12/22/2020

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

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

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

Insert District PIO contact info:

800-780-7102

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

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$510,000

*The award amount may change with amendments

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

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

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

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

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: January 25, 2021

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 GAI Consultants, Inc. Task Order No. 6, for Construction Administration services related to the US Customs & Border Protection Facility Rehabilitation Construction Phase, at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the GAI Consultants, Inc., Amendment to Task Order No. 6 for construction administration services.

Analysis:

Construction Administration services for the U.S. Customs & Border Protection Facility at the Leesburg International Airport, are contingent upon receiving the fully executed, amended grant from The Florida Department of Transportation.

By Resolution 10,559, dated December 9, 2019, the City Commission executed an agreement with GAI Consultants, Inc., for design of the US CBP facility rehab. The City Procurement department formally bid the construction phase of the project and now staff requests the Commission to execute an amendment to the GAI Consultants, Inc. agreement for construction administration services.

Procurement Analysis:

N/A

Options:

1. Approve and execute the amendment to Task Order 6, GAI Consultants, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Expenses associated with this Task Order are 80% funded by FDOT. The remaining 20% is available in

the current Airport Capital Projects budget.
Account No. 048-8099-542.31.30
Project No. 480002
WF No. 1253798/1
Requisition 52743

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 AN AMENDMENT TO GAI CONSULTANTS, INC. TASK ORDER NO. 6, FOR CONSTRUCTION ADMINISTRATION SERVICES RELATED TO THE US CUSTOMS & BORDER PROTECTION FACILITY REHABILITATION CONSTRUCTION PHASE, AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an amendment to a task order agreement, with GAI Consultants, Inc., whose address is 618 E. South Street, Suite 700, Orlando, Florida 32801 for construction administration services, related to the U.S. Customs & Border Patrol Facility Rehabilitation.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

**AMENDMENT 2 TO
TASK ORDER NUMBER 6**

THIS AMENDMENT 2 TO A TASK ORDER is made as of the 25th day of January 2021, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **GAI Consultants, Inc.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the “PROFESSIONAL”).

WITNESSTH:

WHEREAS, on November 14, 2016, pursuant to resolution 9904 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, on September 24, 2018 the City Commission approved resolution 10,263 extending the term of the Master Agreement.

WHEREAS, on December 9, 2019 the Leesburg City Commission approved Resolution 10,559 authorizing execution of a Written Task Order Six (hereinafter referred to as “Task Order”) for professional design services for renovation of the United States Customs and Border Protection (USCBP) facility located at the Leesburg International Airport.

WHEREAS, on June 4, 2020 the City Manager approved an Amendment 1 to the Task Order for additional design services related to US Customs & Border Protection requirement to add low voltage wiring to the design drawings.

WHEREAS, the project has been released for bidding and the City requires bidding and construction phase services to be provided by the professional.

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Amendment.** The Parties agree to the Additional Services generally described as:
 - a. Task 1 - Construction Contract Administration - \$26,188.00, and
 - b. Task 3 - Construction Observation - \$13,700.00.

The full scope of work for each of these Additional Services is detailed in the PROFESSIONALs proposal included as Attachment ‘A’ for the project described as:

U.S. CUSTOMS AND BORDER PROTECTION FACILITY RENOVATIONS

3. **Compensation.** The PROFESSIONAL shall perform the Additional Services for total compensation not to exceed **\$39,888.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving additional Services and additional compensation.

4. **Contingent on Commission Approval.** Services under Task 2 and Task 3 are contingent on the Leesburg City Commission approving a Construction Services Agreement for the Project with the successful Contractor. Should the Commission not approve the contract award and project, the PROFESSIONAL will be paid for services provided under Task 1 and this Amendment will be terminated.

5. **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.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the most recent date stated below each signature.

GAI CONSULTANTS, INC.

Jack E. Thompson, Jr.
Florida Aviation Director

THE CITY OF LEESBURG, FLORIDA

John Christian, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Fred A. Morrison, City Attorney



SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
U.S. CUSTOMS AND BORDER PATROL FACILITY RENOVATIONS
(CONSTRUCTION PHASE SERVICES)

Project Description: Leesburg International Airport (LEE) currently provides customs clearance for aircraft at the U.S. Customs and Border Patrol (USCBP) facility located adjacent to the FBO on Airport Boulevard. The facility was constructed in 2005 and has been maintained by the Airport since it opened. A recent inspection of the USCBP has identified a number of deficiencies in the facility relative to the current USCBP standards. The rehabilitation will require demolition and replacement of interior walls, and mechanical/electrical/plumbing services.

Project Justification: This project includes rehabilitation of the USCBP facility to meet current USCBP standards. These renovations are necessary for LEE to continue providing customs clearance for aircraft.

Tasks and Cost: This scope of services includes Construction Administration Services. Total Lump Sum cost of this scope of services is **\$39,888.00**.

CONSTRUCTION PHASE SERVICES:

Task 1 - Construction Contract Administration (\$26,188.00)

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

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct bi-weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.

ATTACHMENT 'A'

- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to Contractor(s).
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor submitted as-built drawings.
- Conduct a final project punch-walk, submit a final project punch-list to the Contractor based on observations made at the final project punch-walk, and complete the final project inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

Task 2 – Construction Observation (\$13,700.00)

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

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

The construction contract has a 75-calendar day duration from the full notice to proceed. This scope and fee assume that there will be periodic observation of the project and it is assumed that one personnel will be onsite an average of 1 visit every other week for 11 weeks.

The Consultant agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction: 1/2 day
Periodic Observation: 6 visits
Post-Construction: 1/2 day

12/10/2020 V2

FEE PROPOSAL
CONSTRUCTION PHASE SERVICES FOR REHABILITATION OF USCBP FACILITY
LEESBURG INTERNATIONAL AIRPORT



LABOR SUMMARY

TASK	DESCRIPTION	Engineer Director (202)		Project Manager (206)		Subconsultant	Labor Costs	
		Rate/Hour: \$	243	Rate/Hour: \$	150	Cost	Hours	Cost
		Hours	Cost	Hours	Cost			
1	CONSTRUCTION CONTRACT ADMINISTRATION							
1.1	Agency Coordination	16	\$ 3,888		\$ -	\$ -	16	\$ 3,888
1.2	Pre-construction meeting		\$ -	4	\$ 600	\$ 1,000	4	\$ 1,600
1.3	Bi-weekly Construction meetings		\$ -	24	\$ 3,600	\$ 4,500	24	\$ 8,100
1.4	Submittal review and approval and RFI resolution		\$ -	8	\$ 1,200	\$ 2,500	8	\$ 3,700
1.5	Pay application review and approval		\$ -	12	\$ 1,800	\$ 1,500	12	\$ 3,300
1.6	Final Punchwalk, Final PunchList, and Final Inspection		\$ -	16	\$ 2,400	\$ 2,000	16	\$ 4,400
1.7	Project closeout		\$ -	8	\$ 1,200	\$ -	8	\$ 1,200
	Subtotal	16	\$ 3,888	72	\$ 10,800	\$ 11,500	88	\$ 26,188
2	CONSTRUCTION OBSERVATION							
2.1	Pre-construction coordination and existing condition documentation		\$ -	4	\$ 600	\$ 500	4	\$ 1,100
2.2	On site construction observation		\$ -	30	\$ 4,500	\$ 6,000	30	\$ 10,500
2.3	Post-construction records preparation & Construction As-Built Review		\$ -	4	\$ 600	\$ 1,500	4	\$ 2,100
	Subtotal	0	\$ -	38	\$ 5,700	\$ 8,000	38	\$ 13,700
Total Labor and Expenses		16	\$ 3,888	110	\$ 16,500	\$ 19,500	126	\$ 39,888

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: January 25, 2021

From: Joseph Mera, (Deputy Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting, if awarded, a grant from the Florida State Fire Marshal's Office for the purchase of forty-five (45) particulate blocking fire hoods; and providing an effective date.

Staff Recommendation:

Staff recommends applying and acceptance of the Florida State Fire Marshal's Office grant and authorizing purchase of forty-five (45) particulate blocking fire hoods for a total cost not to exceed \$4,950.00. This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: state portion of the grant is \$3,712.50 and the COL portion is \$1,237.50.

Analysis:

The purpose of this grant project is to purchase forty-five (45) particulate blocking fire hoods.

Procurement Analysis:

None

Options:

1. Approve the application and acceptance of the Florida State Fire Marshal's Office grant and authorize purchase of forty-five (45) particulate blocking fire hoods; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the forty-five (45) particulate blocking fire hoods is no greater than \$4,950.00. This is a 75% / 25% matching grant from the Florida State Fire Marshal's Office with a cost breakdown as follows: state portion of the grant is \$3,712.50 (75%) and the COL portion is \$1,237.50 (25%) which is available in the current budget. If awarded a budget adjustment will be necessary to add the additional revenue to the current budget.

Account No. 001-0000-334-2200

Project No. FDMAR1

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING APPLYING FOR AND ACCEPTING, IF
AWARDED, A GRANT FROM THE FLORIDA STATE FIRE MARSHAL'S
OFFICE FOR THE PURCHASE OF FORTY-FIVE (45) PARTICULATE
BLOCKING FIRE HOODS; 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 Florida State Fire Marshal's Office whose address is 11655 NW Gainesville Road, Ocala, Florida 34482, for the purchase of forty-five (45) particulate blocking fire hoods through a grant.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: January 25, 2021

From: Joseph Mera, (Deputy Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, authorizing the Mayor and City Clerk to apply for, and if awarded, accept the Assistance to Firefighters Grant (AFG) from FEMA, for the purchase of battery powered hydraulic extrication tools, and providing an effective date.

Staff Recommendation:

Staffs recommends applying and acceptance, if awarded, the Assistance to Firefighters Grant from FEMA for the purchase of battery powered hydraulic extrication tools.

Analysis:

The purpose of this grant project is to purchase five (5) sets of battery powered hydraulic under the Assistance to Firefighters Grant through FEMA. This grant is a 90/10 matching grant with the COL portion being 10%. The cost of the grant is not to exceed \$250,000 with the COL portion not to exceed \$25,000

Procurement Analysis:

N/A

Options:

1. Approve the application and acceptance of the AFG Grant from FEMA for the purchase of 5 sets of battery powered hydraulic extrication tools; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the five (5) sets of tool is not to exceed \$250,000. The Federal share, if awarded, is \$225,000 (90%) and the City of Leesburg match is \$25,000 (10%) which is available in the current budget. If approved, a budget adjustment will be processed to add the Federal funds to the current budget.

Account No. 001-0000-331-2200

Project No. FDAFG1

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR, AND IF
AWARDED, ACCEPT THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG)
FROM FEMA, FOR THE PURCHASE OF BATTERY POWERED HYDRAULIC
EXTRICATION TOOLS, 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 FEMA, for the application of the Assistance to Firefighters Grant (AFG).

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: January 25, 2021

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Stormwater, Electric, Gas, Water, Wastewater, Solid Waste, Airport and Building Permit Funds for the First Quarter.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the Fiscal Year 2020-21.

Analysis:

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

General Fund	Amount	Funding Source
Bulletproof Vest Grant (Police)	\$ 6,288	Federal Grant
COVID-19 CARES Funds (Misc.)	1,193,750	Federal Grant
Christmas Gift Cards	<u>7,739</u>	Fund Balance
Total General Fund	\$1,207,777	
Stormwater Fund	Amount	Funding Source
Christmas Gift Cards	\$ <u>687</u>	Fund Balance
Total Stormwater Fund	\$ 687	
Electric Fund	Amount	Funding Source
Christmas Gift Cards	\$ <u>9,328</u>	Fund Balance
Total Electric Fund	\$ 9,328	
Gas Fund	Amount	Funding Source
Lake Griffin Preserve Dev. Cont. Project	\$ 49,507	Developer Contributed
Bradford Ridge Dev. Cont. Project	51,699	Developer Contributed
Leesburg Landing 2 Dev. Cont. Project	113,488	Developer Contributed
Liberty Preserve Dev. Cont. Project	115,787	Developer Contributed
Christmas Gift Cards	<u>1,975</u>	Fund Balance
Total Gas Fund	\$ 332,456	

Water Fund	Amount	Funding Source
Christmas Gift Cards	\$ 3,599	Fund Balance
Total Water Fund	\$ 3,599	
Wastewater Fund	Amount	Funding Source
Christmas Gift Cards	\$ 5,041	Fund Balance
Total Wastewater Fund	\$ 5,041	
Solid Waste Fund	Amount	Funding Source
Christmas Gift Cards	\$ 1,871	Fund Balance
Total Solid Waste Fund	\$ 1,871	
Airport Fund	Amount	Funding Source
Christmas Gift Cards	\$ 489	Fund Balance
Total Airport Fund	\$ 489	
Building Permits Fund	Amount	Funding Source
Christmas Gift Cards	\$ 230	Fund Balance
Total Building Permits Fund	\$ 230	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the Fiscal Year 2020-21 budget for the General, Stormwater, Electric, Gas, Water, Wastewater, Solid Waste, Airport and Building Permit Funds for the First Quarter;
or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

See attached

Submission Date and Time:

<u>FUND</u>	FY 2021 <u>ADOPTED</u>	<u>CHANGE</u>	FY 2021 <u>AMENDED</u>
General	27,571,367	1,207,777	28,779,144
Stormwater	1,902,585	687	1,903,272
Housing Assistance	136,554	-	136,554
Greater Leesburg CRA	717,458	-	717,458
Carver Heights CRA	475,897	-	475,897
Hwy 441/27 CRA	1,271,165	-	1,271,165
Debt Service	1,616,170	-	1,616,170
Capital Projects	10,953,324	-	10,953,324
Electric	80,551,531	9,328	80,560,859
Gas	7,273,653	332,456	7,606,109
Water	11,993,055	3,599	11,996,654
Wastewater	43,873,593	5,041	43,878,634
Solid Waste	4,745,637	1,871	4,747,508
Airport	9,542,015	489	9,542,504
Police Pension	1,908,772	-	1,908,772
Fire Pension	1,635,047	-	1,635,047
General Employees Pension	3,335,414	-	3,335,414
Health Insurance	7,268,565	-	7,268,565
Workers' Compensation	659,017	-	659,017
Risk Management	896,801	-	896,801
Discretionary Sales Tax	1,877,603	-	1,877,603
Gas Tax	1,114,665	-	1,114,665
Police Impact Fees	117,124	-	117,124
Recreation Impact Fees	-	-	-
Building Permits	1,335,725	230	1,335,955
Police Forfeiture	7,000	-	7,000
Police Education Receipts	6,000	-	6,000
Fleet Services	4,651,324	-	4,651,324
Total	227,437,061	1,561,478	228,998,539

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR THE GENERAL, STORMWATER,
ELECTRIC, GAS, WATER, WASTEWATER, SOLID WASTE, AIRPORT AND BUILDING
PERMIT FUNDS FOR THE FIRST QUARTER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2020-21 on September 30, 2020, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2020-21 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2020-21 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2020-21 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2020-21 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	1,200,038
Other Financing Sources:	
Fund Balance Appropriated	<u>7,739</u>
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	<u>1,207,777</u>

PROPOSED APPROPRIATIONS

General Government	1,201,489
Public Safety	<u>6,288</u>
TOTAL PROPOSED APPROPRIATIONS	<u>1,207,777</u>

STORMWATER

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	<u>687</u>
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	<u>687</u>

PROPOSED APPROPRIATIONS

Physical Environment	<u>687</u>
TOTAL PROPOSED APPROPRIATIONS	<u>687</u>

ELECTRIC FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	<u>9,328</u>
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	<u>9,328</u>

PROPOSED APPROPRIATIONS

Physical Environment	<u>9,328</u>
TOTAL PROPOSED APPROPRIATIONS	<u>9,328</u>

GAS FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Sources	330,481
Other Financing Sources:	
Fund Balance Appropriated	<u>1,975</u>
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	<u>332,456</u>

PROPOSED APPROPRIATIONS

Physical Environment	<u>332,456</u>
TOTAL PROPOSED APPROPRIATIONS	<u>332,456</u>

WATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 3,599

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 3,599**PROPOSED APPROPRIATIONS**

Physical Environment 3,599

TOTAL PROPOSED APPROPRIATIONS 3,599**WASTEWATER FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 5,041

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 5,041**PROPOSED APPROPRIATIONS**

Physical Environment 5,041

TOTAL PROPOSED APPROPRIATIONS 5,041**SOLID WASTE FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 1,871

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 1,871**PROPOSED APPROPRIATIONS**

Transportation 1,871

TOTAL PROPOSED APPROPRIATIONS 1,871**AIRPORT FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 489

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 489**PROPOSED APPROPRIATIONS**

Transportation 489

TOTAL PROPOSED APPROPRIATIONS 489**BUILDING SERVICES FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 230

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 230**PROPOSED APPROPRIATIONS**

Public Safety 230

TOTAL PROPOSED APPROPRIATIONS 230**ALL FUNDS****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Sources 330,481

Intergovernmental Revenue 1,200,038

Total Estimated Revenues 1,530,519

Other Financing Sources:

Fund Balance Appropriated 30,959

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 1,561,478**PROPOSED APPROPRIATIONS**

Transportation 2,360

Public Safety 6,518

General Government 1,201,489

Physical Environment 351,111

TOTAL PROPOSED APPROPRIATIONS 1,561,478

SECTION II.

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

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

1st Quarter Budget Adjustments Additional Information

Fund:	PO #	Issue Date	Vendor	Description	Amount	Reason
General						
Police				Bulletproof Vest Grant	6,288	Grant was awarded to City
Misc				COVID-19 ER CARES Grant	1,193,750	Grant was awarded to City
City Commission				Christmas Gift Cards	7,739	Adjust budget for Employee Christmas Gift Cards
				Total General Fund	1,207,777	
Stormwater						
				Christmas Gift Cards	687	Adjust budget for Employee Christmas Gift Cards
				Total Stormwater	687	
Electric						
				Christmas Gift Cards	9,328	Adjust budget for Employee Christmas Gift Cards
				Total Electric	9,328	
Gas						
				Lake Griffin Preserve	49,507	Developer Contributed project, add funds to current budget
				Bradford Ridge	51,699	Developer Contributed project, add funds to current budget
				Leesburg Landing 2	113,488	Developer Contributed project, add funds to current budget
				Liberty Preserve	115,787	Developer Contributed project, add funds to current budget
				Christmas Gift Cards	1,975	Adjust budget for Employee Christmas Gift Cards
				Total Gas	332,456	
Water						
				Christmas Gift Cards	3,599	Adjust budget for Employee Christmas Gift Cards
				Total Water	3,599	
Wastewater						
				Christmas Gift Cards	5,041	Adjust budget for Employee Christmas Gift Cards
				Total Wastewater	5,041	
Solid Waste						
				Christmas Gift Cards	1,871	Adjust budget for Employee Christmas Gift Cards
				Total Solid Waste	1,871	
Airport						
				Christmas Gift Cards	489	Adjust budget for Employee Christmas Gift Cards
				Total Airport	489	
Building Permits						
				Christmas Gift Cards	230	Adjust budget for Employee Christmas Gift Cards
				Total Building Permits	230	
				Total Rollover Budget Adjustments	1,561,478	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: January 25, 2021

From: Brandy McDaniel, (Budget Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida amending the Fiscal Year 2020-21 Budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Discretionary Sales Tax, Gas Tax, Police Impact Fees, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2019-20.

Staff Recommendation:

Staff recommends adoption of the attached resolution amending the fiscal year 2020-21 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Discretionary Sales Tax, Police Impact Fees, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2019-20.

Analysis:

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

The budget adjustment includes purchase orders that were issued prior to September 30, 2020, and the amounts were not included in the original budget for 2020-21, as well as projects not completed in last fiscal year.

General Fund	Amount	Funding Source
Home Improvement Grant Program	\$50,000	Fund Balance
Online Application Software (HR)	16,838	Fund Balance
Update GIS Software Configuration for Electric (GIS)	3,000	Fund Balance
Bulletproof Vest Grant (Police)	5,364	Federal Grant
Byrne Grant 2 in car systems (Police)	9,219	Federal Grant
COVID-19 ER Funding (Police)	28,855	Federal Grant
Byrne Grant 3 in car systems (Police)	14,064	Federal Grant
Repair Library Display (Library)	1,600	Fund Balance
Fleet Transfer to General Fund (Reserve)	<u>253,069</u>	Transfer from Fleet
Total General Fund	\$382,009	

Stormwater Fund	Amount	Funding Source
Loan Oak & Main Drainage Improvements	\$75,597	Fund Balance
Perkins St Pond Fence Removal	39,887	Fund Balance
Drainage Improvements	<u>32,339</u>	Fund Balance
Total Stormwater Fund	\$147,823	
GLCRA Fund	Amount	Funding Source
Housing Rehab Program	40,000	Fund Balance
FSL Grant Program	<u>19,547</u>	Fund Balance
Total GLCRA Fund	\$59,547	
Carver Heights CRA Fund	Amount	Funding Source
FEMA Floodplains Study	\$6,572	Fund Balance
McCormack St Improvements	10,761	Fund Balance
FSL Grant Program	7,000	Fund Balance
Housing Rehab Program	<u>30,200</u>	Fund Balance
Total Carver Heights CRA Fund	\$54,533	
Highway 441/27 CRA Fund	Amount	Funding Source
Housing Rehab Program	\$22,400	Fund Balance
FSL Grant Program	<u>30,000</u>	Fund Balance
Total Highway 441/27 CRA Fund	\$52,400	
Capital Projects Fund	Amount	Funding Source
Road Resurfacing	\$150,000	Transfer from Gas Tax Fund
Dixie Ave Road Improvements	57,562	Fund Balance
Downtown Improvements Phase I	425,255	Fund Balance
Renovate City Hall Restrooms	83,090	Fund Balance
Rebuild Mote Morris House	967,610	Fund Balance
Corrine Williams Playground	1,000	Fund Balance
Sleepy Hollow Playground	125,000	Fund Balance
Sleepy Hollow Concession Stand Improvements	51,126	Fund Balance
Sleepy Hollow Irrigation	150,000	Fund Balance
Venetian Gardens Docks	1,435,256	Federal Grant, Lake County Grant & Fund Balance
VG Center Sign & Misc. Improvements	157,751	Fund Balance
Resource Center Generator	159,623	Federal Grant & Fund Balance
Aquatics Center	4,995,516	Fund Balance
Teen Center	<u>1,594,535</u>	Fund Balance
Total Capital Projects Fund	\$10,353,324	
Electric Fund	Amount	Funding Source
Meters	\$89,825	Fund Balance (R&R)
Villages Project	8,381,403	Debt Proceeds
Venetian Isle Project	159,041	Developer Contributed

Transformers Project	<u>3,669,469</u>	& Fund Balance
Total Electric Fund	\$12,299,738	Fund Balance
Gas Fund	Amount	Funding Source
Lake Denham Developer Contributed Project	\$254,155	Developer Contributed
Seasons at Hillside/Deems Landing Dev. Cont. Project	27,987	Developer Contributed
Spring Creek Subdivision Developer Contributed Project	90,481	Developer Contributed
Venetian Isle Project	39,600	Fund Balance
Bentley Road Main Extension	<u>4,265</u>	Fund Balance
Total Gas Fund	\$416,488	
Water Fund	Amount	Funding Source
Consumptive Use Permit 10 Year Renewal	\$9,245	Fund Balance
Consumptive Use Permit Wetlands 5 year Report	18,000	Fund Balance
Hwy 441 Perkins to SR 44	207,256	Fund Balance (R&R)
Westside 12" Water Main Replacement	46,565	Fund Balance (R&R)
Cottonwood St. Fire Protection Increase	11,570	Fund Balance (R&R)
Treadway School Rd Water Main Extension	74,049	Fund Balance (R&R)
Well 9 Rehabilitation	10,927	Fund Balance (R&R)
High Service Pump #4	106,097	Fund Balance (R&R)
Sodium Hypochlorite Bleach Conversion	6,293	Fund Balance
Metro Steel Property	<u>234,860</u>	Fund Balance
Total Water Fund	\$724,862	
Wastewater Fund	Amount	Funding Source
Turnpike WWTF Sewershed Analysis	\$41,175	Fund Balance
Canal St Permit Renewal	1,779	Fund Balance
Hwy 441- Perkins to SR 44	207,256	Fund Balance (R&R)
Line Under Bldg 1111 Pamela St.	225,426	Fund Balance (R&R)
Lift Station 35 Airport Rehabilitation	749,960	Fund Balance (Impact Fees & R&R)
Venetian Isle System Upgrades	59,338	Fund Balance (Impact Fees)
Lift Station 70 Rehabilitation	45,726	Fund Balance (R&R)
Lift Station 9 Pump Replacement/Rehabilitation	27,268	Fund Balance (R&R)
O'Brien St. Gravity Main Rehabilitation	80,000	Fund Balance (R&R)
Headworks Forcemain Pipe Replacement	9,203	Fund Balance (R&R)
FDEP Grant 6 Generators	295,725	Federal Grant & Fund Balance
Metro Steel Property	135,034	Fund Balance
Load Cell (Canal & Turnpike Plants) Cake trailer	32,000	Fund Balance (R&R)
Villages North Sprayfield Pipe Removal	224,015	Fund Balance (R&R)
Turnpike Plant Expansion	<u>24,865,375</u>	Debt Proceeds, R&R, Impact Fees & Fund Balance
Total Wastewater Fund	\$26,999,280	
Airport Fund	Amount	Funding Source
Hangar Door Repairs	\$43,886	Fund Balance
Construct Storage Hangars	651,084	State Grant &

Customs Facility Upgrades	266,450	Fund Balance
Runway 13/31 Construction	5,268,218	State Grant & Fund Balance
Apron Main Ramp Pavement Rehab/Design	52,300	Federal Grant & Fund Balance
Air Traffic Control Tower Gate/Switch/Radio	57,629	State Grant & Fund Balance
COVID-19 Grant (ACARES)	<u>45,975</u>	Federal Grant
Total Airport Fund	\$6,385,542	
Police Impact Fee Fund	Amount	Funding Source
Police Vehicle	<u>\$24,624</u>	Fund Balance
Total Police Impact Fee Fund	\$24,624	
Fleet Services Fund	Amount	Funding Source
Replace Electric International Derrick	\$253,069	Discretionary Sales Tax
Replace WWT F350 Crane Truck	86,431	Fund Balance
Replace Police Charger	11,373	Fund Balance
Replace Police Crown Victoria	11,373	Fund Balance
Replace Police Tahoe	13,036	Fund Balance
Replace Police Cruiser	37,693	Fund Balance
Transfer to General Fund	<u>253,069</u>	Fund Balance
Total Fleet Services Fund	\$666,044	
Building Services Fund	Amount	Funding Source
New Software	<u>\$307,934</u>	Fund Balance
Total Building Services Fund	\$307,934	
Gas Tax Fund	Amount	Funding Source
Transfer to Capital Projects- Road Resurfacing	<u>\$150,000</u>	Fund Balance
Total Gas Tax Fund	\$150,000	
Discretionary Sales Tax Fund	Amount	Funding Source
Transfer to Fleet Services Fund - Replace EL Int'l Derrick	<u>\$253,069</u>	Fund Balance
Total Discretionary Sales Tax Fund	\$253,069	

Procurement Analysis:

N/A

Options:

1. Adopt the attached resolution amending the fiscal year 2020-21 budget for the General, Stormwater, Greater Leesburg CRA, Carver Heights CRA, Hwy 441/27 CRA, Capital Projects, Electric, Gas, Water, Wastewater, Airport, Discretionary Sales Tax, Gas Tax, Police Impact Fees, Building Permits and Fleet Services Funds for the carryovers from fiscal year 2019-20; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The following funds will change as seen below:

<u>FUND</u>	<u>FY 2021 ADOPTED</u>	<u>CHANGE</u>	<u>FY 2021 AMENDED</u>
General	\$27,189,358	\$382,009	\$27,571,367
Stormwater	1,754,762	147,823	1,902,585
Housing Assistance	136,554	-0-	136,554
Greater Leesburg CRA	657,911	59,547	717,458
Carver Heights CRA	421,364	54,533	475,897
Hwy 441/27 CRA	1,218,765	52,400	1,271,165
Debt Service	1,616,170	-0-	1,616,170
Capital Projects	600,000	10,353,324	10,953,324
Electric	68,251,793	12,299,738	80,551,531
Gas	6,857,165	416,488	7,273,653
Water	11,268,193	724,862	11,993,055
Wastewater	16,874,313	26,999,280	43,873,593
Solid Waste	4,745,637	-0-	4,745,637
Airport	3,156,473	6,385,542	9,542,015
Police Pension	1,908,772	-0-	1,908,772
Fire Pension	1,635,047	-0-	1,635,047
General Employees Pension	3,335,414	-0-	3,335,414
Health Insurance	7,268,565	-0-	7,268,565
Workers' Compensation	659,017	-0-	659,017
Risk Management	896,801	-0-	896,801
Discretionary Sales Tax	1,624,534	253,069	1,877,603
Gas Tax	964,665	150,000	1,114,665
Police Impact Fees	92,500	24,624	117,124
Building Permits	1,027,791	307,934	1,335,725
Police Forfeiture	7,000	-0-	7,000
Police Education Receipts	6,000	-0-	6,000
Fleet Services	<u>3,985,280</u>	<u>666,044</u>	<u>4,651,324</u>
Total	\$168,159,844	\$59,277,217	\$227,437,061

Submission Date and Time:

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR THE GENERAL, STORMWATER,
GREATER LEESBURG CRA, CARVER CRA, HWY 441/27 CRA, CAPITAL PROJECTS,
ELECTRIC, GAS, WATER, WASTEWATER, AIRPORT, DISCRETIONARY SALES TAX, GAS
TAX, POLICE IMPACT FEES, BUILDING PERMITS AND FLEET SERVICES FUNDS FOR THE
CARRYOVERS FROM FISCAL YEAR 2019-20 ; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Commission of the City of Leesburg adopted a budget for the Fiscal Year 2020-21 on September 30, 2020, which they felt was in the best interest of the citizens of the City of Leesburg, and

WHEREAS, it is now necessary to amend the current budget for Fiscal Year 2020-21 to provide funds for various projects as adopted at City Commission meetings, and

WHEREAS, such action was not anticipated in the original 2020-21 annual budget;

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

SECTION I.

Pursuant to Section 200.065, Florida Statutes, and all other applicable laws, the following amounts for use by the various funds during Fiscal Year 2020-21 as reflected below, including all modifications or amendments made during this meetings, are hereby adopted as increases/decreases to the original budget for Fiscal Year 2020-21 for the City of Leesburg, Florida:

GENERAL FUND

ESTIMATED REVENUES AND OTHER RECEIPTS

Intergovernmental Revenue	57,502
Other Financing Sources:	
Fund Balance Appropriated	71,438
Transfer from Other Funds	253,069
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	382,009

PROPOSED APPROPRIATIONS

General Government	69,838
Public Safety	57,502
Culture/ Recreation	1,600
Non-Expenditures:	
Reserve for Future Use	253,069
TOTAL PROPOSED APPROPRIATIONS	382,009

STORMWATER

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	147,823
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	147,823

PROPOSED APPROPRIATIONS

Physical Environment	147,823
TOTAL PROPOSED APPROPRIATIONS	147,823

GREATER LEESBURG CRA

ESTIMATED REVENUES AND OTHER RECEIPTS

Other Financing Sources:	
Fund Balance Appropriated	59,547
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	59,547

PROPOSED APPROPRIATIONS

Economic Environment	59,547
TOTAL PROPOSED APPROPRIATIONS	59,547

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

Other Financing Sources:

Fund Balance Appropriated	54,533
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	54,533

PROPOSED APPROPRIATIONS

Economic Environment	54,533
TOTAL PROPOSED APPROPRIATIONS	54,533

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

Other Financing Sources:

Fund Balance Appropriated	52,400
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	52,400

PROPOSED APPROPRIATIONS

Economic Environment	52,400
TOTAL PROPOSED APPROPRIATIONS	52,400

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

Intergovernmental Revenue	1,259,252
Other Financing Sources:	
Transfer from Other Funds	150,000
Fund Balance Appropriated	8,944,072
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	10,353,324

PROPOSED APPROPRIATIONS

General Government	3,130,456
Transportation	632,817
Culture/ Recreation	6,590,051
TOTAL PROPOSED APPROPRIATIONS	10,353,324

ELECTRIC FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated-Capital Contributed	
Fund Balance Appropriated- Renewal & Replacement	89,825
Fund Balance Appropriated- Note Proceeds	8,381,403
Fund Balance Appropriated	3,828,510
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	12,299,738

PROPOSED APPROPRIATIONS

Physical Environment	12,299,738
TOTAL PROPOSED APPROPRIATIONS	12,299,738

GAS FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated-Capital Contributed	372,623
Fund Balance Appropriated	43,865
TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	416,488

PROPOSED APPROPRIATIONS

Physical Environment	416,488
TOTAL PROPOSED APPROPRIATIONS	416,488

WATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	456,464
Fund Balance Appropriated	268,398

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	724,862
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PROPOSED APPROPRIATIONS

Physical Environment	724,862
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TOTAL PROPOSED APPROPRIATIONS	724,862
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WASTEWATER FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	209,258
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Other Financing Sources:

Fund Balance Appropriated- Renewal & Replacement	1,523,157
Fund Balance Appropriated- Impact Fees	968,291
Fund Balance Appropriated- Note Proceeds	14,034,119
Fund Balance Appropriated	10,264,455

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	26,999,280
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PROPOSED APPROPRIATIONS

Physical Environment	26,999,280
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TOTAL PROPOSED APPROPRIATIONS	26,999,280
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AIRPORT FUND**ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue	6,042,960
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Other Financing Sources:

Fund Balance Appropriated	342,582
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	6,385,542
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PROPOSED APPROPRIATIONS

Transportation	6,385,542
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TOTAL PROPOSED APPROPRIATIONS	6,385,542
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POLICE IMPACT FEES**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	24,624
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	24,624
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PROPOSED APPROPRIATIONS

Public Safety	24,624
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TOTAL PROPOSED APPROPRIATIONS	24,624
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DISCRETIONARY SALES TAX**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated	253,069
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TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS	253,069
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PROPOSED APPROPRIATIONS

Non-Expenditures:

Transfers to Other Funds	253,069
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TOTAL PROPOSED APPROPRIATIONS	253,069
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GAS TAX**ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 150,000

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 150,000**PROPOSED APPROPRIATIONS**

Non-Expenditures:

Transfers to Other Funds 150,000

TOTAL PROPOSED APPROPRIATIONS 150,000**FLEET SERVICES FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Transfer from Other Funds 253,069

Fund Balance Appropriated 412,975

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 666,044**PROPOSED APPROPRIATIONS**

General Government 412,975

Non-Expenditures:

Transfers to Other Funds 253,069

TOTAL PROPOSED APPROPRIATIONS 666,044**BUILDING SERVICES FUND****ESTIMATED REVENUES AND OTHER RECEIPTS**

Other Financing Sources:

Fund Balance Appropriated 307,934

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 307,934**PROPOSED APPROPRIATIONS**

Public Safety 307,934

TOTAL PROPOSED APPROPRIATIONS 307,934**ALL FUNDS****ESTIMATED REVENUES AND OTHER RECEIPTS**

Intergovernmental Revenue 7,568,972

Total Estimated Revenues 7,568,972

Other Financing Sources:

Transfer from Other Funds 656,138

Fund Balance Appropriated- Capital Contributed 372,623

Fund Balance Appropriated- Impact Fees 968,291

Fund Balance Appropriated- Note Proceeds 22,415,522

Fund Balance Appropriated 25,226,225

Fund Balance Appropriated- Renewal & Replacement 2,069,446

TOTAL ESTIMATED REVENUES AND OTHER RECEIPTS 59,277,217**PROPOSED APPROPRIATIONS**

Transportation 7,018,359

Public Safety 390,060

General Government 3,613,269

Physical Environment 40,588,191

Economic Environment 166,480

Culture/ Recreation 6,591,651

Non-Expenditures:

Transfers to Other Funds 656,138

Reserve for Future Use 253,069

TOTAL PROPOSED APPROPRIATIONS 59,277,217

SECTION II.

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

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Leesburg, Florida held the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

Rollovers Budget Adjustments Additional Information

Fund:	PO #	Issue Date	Vendor	Description	Amount	Reason
General						
Misc				Home Improvement Grant Program	50,000	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
Misc				Fleet Transfer to General Fund	253,069	Transfer was not completed in FY20 as the purchases will not be made until FY 21, then the funds will be transferred
HR	536103	10/6/2020	NeoGov	New Online Application System	16,838	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
IT	535590	3/10/2020	Power Engineers	Update GIS Software Configuration Interface with Electric	3,000	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
Police				Bulletproof Vest Grant	5,364	Grant was awarded to City, funds were not spent in FY20 and need to be rolled forward to FY21 budget
Police				Byrne Grant (2) in car systems	9,219	Grant was awarded to City, funds were not spent in FY20 and need to be rolled forward to FY21 budget
				Byrne Grant (3) in car systems	14,064	Grant was awarded to City, funds were not spent in FY20 and need to be rolled forward to FY21 budget
Police				COVID-19 ER Funding Grant	28,855	Grant was awarded to City, funds were not spent in FY20 and need to be rolled forward to FY21 budget
Library	534929	7/11/2019	Creative Arts Unlimited Inc	Library Display Services	1,600	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
Total General Fund					382,009	
Stormwater						
				Lone Oak & Main	75,597	Project was not completed in FY20, remaining funds need to be rolled forward to FY21 budget
				Perkins St. Pond Fence Removal	39,887	Project was not completed in FY20, remaining funds need to be rolled forward to FY21 budget
				Drainage Improvements	32,339	Project was not completed in FY20, remaining funds need to be rolled forward to FY21 budget
Total Stormwater					147,823	
Greater Leesburg CRA						
				Sign Grant/Housing Grant/Matching Façade Sign Landscape Program	59,547	Funds were not spent in FY20 and need to be rolled forward to FY 21 budget
Total Greater Leesburg CRA					59,547	
Carver Heights/ Montclair Area CRA						
				Sign Grant/Housing Rehab Program/Matching Façade Landscape Program	37,200	Funds were not spent in FY20 and need to be rolled forward to FY 21 budget
				McCormack St. Improvements	10,761	Funds were not spent in FY20 and need to be rolled forward to FY 21 budget
	532837	4/11/2017	Wood Environment	FEMA Flood Plain Study	6,572	Funds were not spent in FY20 and need to be rolled forward to FY 21 budget
Total Carver Heights/ Montclair Area CRA					54,533	
Hwy 441/27 CRA						
				Housing Rehab Grant/Matching Façade Sign Landscape Program	52,400	Funds were not spent in FY20 and need to be rolled forward to FY 21 budget
Total Hwy 441/27 CRA					52,400	
Capital Projects						
Public Works						
	535048	8/15/2019	LaFleur Nurseries	Road Resurfacing	150,000	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Dixie Ave Road Improvements	57,562	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Downtown Improvements Phase I	425,255	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	535984	8/19/2020	Advanced Commercial Contractor	Renovate City Hall Restrooms	83,090	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	535044	8/14/2019	Evergreen	Rebuild Mote Morris House	967,610	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	535841	6/10/2020	James P. Senatore	Corrine Williams Playground	1,000	Final Payment was made in FY21, remaining funds need to be rolled forward to FY 21 budget
	535915	7/17/2020	Top Line Recreation	Sleepy Hollow Playground	125,000	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	535885	6/29/2020	JMD Global Developers	Sleepy Hollow Concession Stand Improvements	51,126	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	535805	5/27/2020	Earthscapes	Sleepy Hollow Irrigation	150,000	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Venetian Gardens Docks	1,435,256	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Venetian Center Sign and Misc Improvements	157,751	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	535917	7/22/2020	Accurate Power & Technology	Resource Center Generator	159,623	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Aquatics Center	6,590,051	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
Total Capital Projects					10,353,324	

Rollovers Budget Adjustments Additional Information (cont.)

Fund:	PO #	Issue Date	Description	Amount	Reason
Electric					
			Meters	89,825	Funds were not spent in FY20 and need to be rolled forward to FY 21 budget
			Villages Project	8,381,403	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Venetian Isle Project	159,041	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Transformers Project	3,669,469	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Total Electric	12,299,738	
Gas					
			Lake Denham Developer Contributed Project	254,155	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Seasons at Hillside/Deems Landing Developer Contributed Project	27,987	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Spring Creek Subdivision Developer Contributed Project	90,481	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Venetian Isle	39,600	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Bentley Road Main Extension	4,265	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Total Gas	416,488	
Water					
	535710	4/23/2020	Jones Edmunds	9,245	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
	535397	12/18/2019	SMW Geosciences	18,000	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
			Consumptive Use Permit (CUP) 94- 10 year Compliance Report	207,256	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			CUP Wetlands Monitoring 5 year Compliance Report	46,565	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Highway 441 Perkins to SR 44	11,570	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Westside 12" Water Main Replacement	74,049	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Cottonwood St. Fire Protection	10,927	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Treadway School Road Water Main Extension	106,097	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	535629	3/24/2020	US Water Services Corp	6,293	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Well 9 Rehabilitation	234,860	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			High Service Pump #4		
			Sodium Hypochlorite Bleach Conversion		
			Metro Steel Property Renovations		
			Total Water	724,862	
Wastewater					
	535387	12/19/2019	Jones Edmunds	41,175	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
	535557	2/26/2020	Jones Edmunds	1,779	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
	533459	11/28/2017	Jones Edmunds	207,256	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Line Under Bldg. 1111 Pamela St.	225,426	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Lift Station 35 Airport	749,960	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Venetian Isle System Upgrade	59,338	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Lift Station 70 Rehabilitation	45,726	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Lift Station 9 Pump Replacement/Rehabilitation	27,268	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			O'Brien St. Gravity Man Rehabilitation	80,000	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Headworks Forcemain Pipe Replacement	9,203	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	536002	8/26/2020	Zabatt Engine	295,725	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			FDEP Grant 6 Generators	135,034	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Metro Steel Property Renovations	16,000	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Load Cell Canal St. Plant on Cake Trailer	16,000	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
			Load Cell Turnpike Plant on Cake Trailer	224,015	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	536071	9/30/2020	Wharton Smith	24,865,375	
			Villages N Sprayfield Pipe Removal		
			Turnpike Plant Expansion		
			Total Wastewater	26,999,280	

Rollovers Budget Adjustments Additional Information (cont.)

<u>Fund:</u>	<u>PO #</u>	<u>Issue Date</u>		<u>Description</u>	<u>Amount</u>	<u>Reason</u>
Airport	535944	8/3/2020	AAA American Garage Doors Inc	Hangar Door Repairs	43,886	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
	535604	3/13/2020	Emmett Smith Builders Inc.	Construct Storage Hangars	651,084	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Customs Facility Upgrades	266,450	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
	536147	10/14/2020	CW Roberts Contracting	Runway 13/31 Rehab Construction	5,268,218	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Apron Main Ramp Pavement Rehab Design	52,300	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Air Traffic Control Tower Gate/Switch/Radio	57,629	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				COVID-19 Grant (ACARES)	45,975	Project was not completed in FY20, remaining funds need to be rolled forward to FY 21 budget
				Total Airport	6,385,542	
Discretionary Sales Tax				Fleet Purchases- Replacement Vehicles EL International Digger Derrick	253,069	Truck was ordered in FY20 but was received in FY21 and is funded with Discretionary Sales Tas, funds need to be rolled into FY 21
				Total Discretionary Sales Tax	253,069	
Gas Tax				Transfer to Capital Projects fund (Road Resurfacing)	150,000	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
				Total Gas Tax	150,000	
Police Impact Fees				Police Vehicle	24,624	Vehicle was ordered in FY20 but was not received, funds will need to roll to FY21
	535477	1/27/2020	Alan Jay Fleet Sales			
				Total Building Permits	24,624	
Building Permits				New Software	307,934	Funds were not spent in FY20 and need to be rolled forward to FY21 budget
	536296	12/2/2020	Perconti Data Systems			
				Total Building Permits	307,934	
Fleet Services				Replace Electric International Digger Derrick	253,069	Truck was ordered in FY20 but was received in FY21 and is funded with Discretionary Sales Tas, funds need to be rolled into FY 21
	535349	11/26/2019	Altec Industries Inc			
	535450	1/15/2020	Beck Auto Sales Inc	Replace WWT F350 Crane Truck	86,431	Truck was ordered in FY20 but was received in FY21
	535677	4/9/2020	Public Safety USA	Replace Police Charger	11,373	Vehicle was received but equipment was not received in FY20, funds will need to be rolled to FY 21
	535677	4/9/2020	Public Safety USA	Replace Police Crown Vic	11,373	Vehicle was received but equipment was not received in FY20, funds will need to be rolled to FY 22
	535677	4/9/2020	Public Safety USA	Replace Police Tahoe	13,036	Vehicle was received but equipment was not received in FY20, funds will need to be rolled to FY 22
	535900	7/6/2020	Garber Auto Mall	Replace Police Cruiser	37,693	Vehicle was ordered in FY20, but was not received, funds will need to be rolled to FY21
				Fleet Transfer to General Fund/Replace Electric International Digger Derrick	253,069	Truck was ordered in FY20 but was received in FY21 and is funded with Discretionary Sales Tas, funds need to be rolled into FY 21
				Total Fleet Services	666,044	
				Total Rollover Budget Adjustments	59,277,217	

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: January 25, 2021

From: Andi Purvis, (City Clerk)

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

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Jones Holdings, LLC., dated December 17, 2020, and recorded on December 28, 2020, under Instrument #2020145238, in Official Records Book 5607, Pages 2330-2331, Public Records of Lake County, Florida.

Analysis:

Jones Holdings, LLC., is granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

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

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

THAT the Utility Easement granted to the City of Leesburg, Florida by Jones Holdings, LLC., for the purpose of granting the City a utility easement over the real property described in the document, is hereby accepted.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

INSTRUMENT #2020145238
OR BK 5607 PG 2330 - 2331 (2 PGS)
DATE: 12/28/2020 10:58:11 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$18.50 DEED DOC \$0.70

RESERVED FOR RECORDING

THIS EASEMENT given the 17th day of December, 2020, by JONES HOLDINGS, LLC, whose address is Post Office Box 490449, Leesburg, Florida 34749, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

The North 10 feet of the South 20 feet of the North 60 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 19 South, Range 24 East, Lake County, Florida.

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: JONES HOLDINGS, LLC

Dixie Long
Dixie Long
(Type or print name of Witness)

BY: Randy Jones
RANDY JONES, Manager

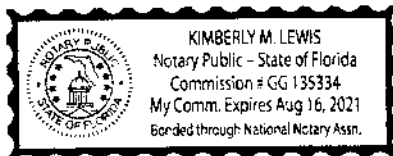
Melissa Lee
Melissa Lee
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Randy Jones, as Manager of Jones Holdings, LLC, who acknowledged before me on the 17th day of December, 2020, that he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Kimberly M. Lewis
NOTARY PUBLIC SIGNATURE
Kimberly M. Lewis
Type or print name of Notary Public

GG135334
Commission Number
Aug 16, 2021
Commission Expiration Date



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.8.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a plat for Bentley Ridge, a subdivision of the City of Leesburg, Florida, being a portion of Sections 24 and 25, Township 19 South, Range 24 East, City of Leesburg, 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.

Staff Recommendation:

Staff recommends acceptance and approval of the Plat for Bentley Ridge subdivision.

Analysis:

The subject property is a subdivision within the City of Leesburg with an approved PUD (Planned Unit Development) zoning. It is generally located west of Newell Hill Road and north of U.S. Highway 441. The proposed development consists of 104 townhomes, which will be constructed to the PUD requirements.

Procurement Analysis:

N/A

Options:

1. Accept and approve the plat for Bentley Ridge Townhomes, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Development of this property will have a positive fiscal impact created from utility and impact fees, plus ad valorem taxes.

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING AND APPROVING A PLAT FOR BENTLEY RIDGE, A SUBDIVISION OF THE CITY OF LEESBURG, FLORIDA, BEING A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF LEESBURG, 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.

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

THAT the plat of the following described lands, which is named Bentley Ridge, is hereby approved and accepted by the City of Leesburg, Florida;

that portion of Sections 24 and 25, Township 19 South, Range 24 East, Lake County, Florida, described as follows:
(See attached Exhibit A)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 25th day of January 2021.

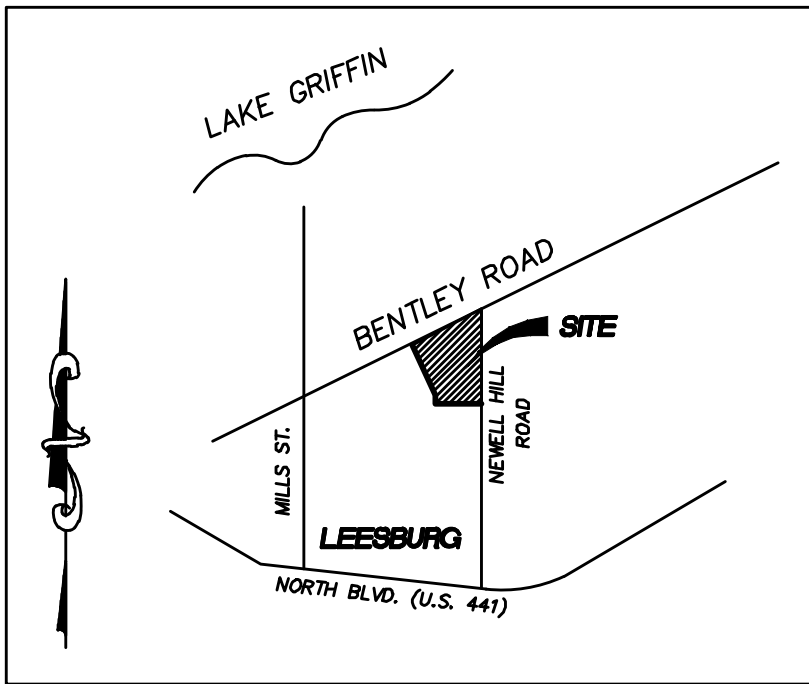
Mayor

ATTEST:

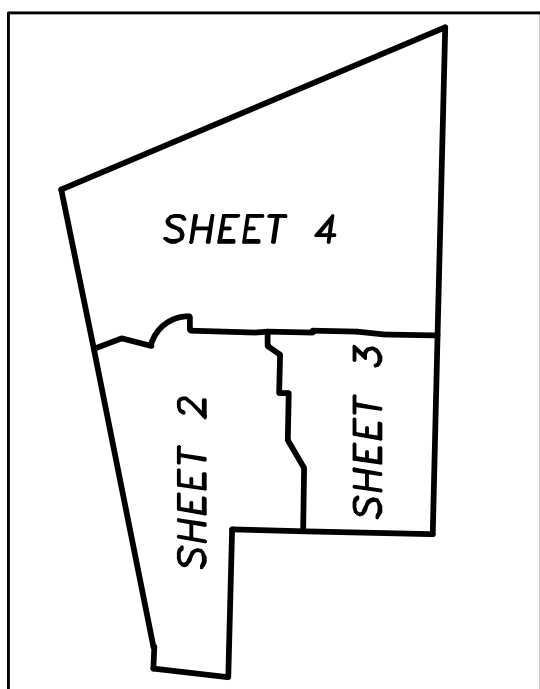
City Clerk

BENTLEY RIDGE
PORTION OF SECTIONS 24 & 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

VICINITY MAP
NOT TO SCALE



SHEET INDEX
NOT TO SCALE



LEGEND

Δ	CENTRAL ANGLE
R	RADIUS LENGTH
L	ARC LENGTH
T	TANGENT LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
PC	POINT OF CURVATURE
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L.B.	LICENSED BUSINESS
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MISC.	MISCELLANEOUS
U.E.	UTILITY EASEMENT
F.E.	FENCE EASEMENT
D.E.	DRAINAGE EASEMENT
TYP.	TYPICAL
S.E.	SIDEWALK EASEMENT

□ DENOTES SET PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "FORM LB 7274", UNLESS NOTED OTHERWISE.

● DENOTES SET PERMANENT CONTROL POINT, A NAIL AND DISC "PCP LB 7274", UNLESS NOTED OTHERWISE.

DESCRIPTION:

THAT PART OF GOVERNMENT LOT 5 IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST AND THAT PART OF GOVERNMENT LOT 1 IN SECTION 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF GOVERNMENT LOT 6 IN SAID SECTION 24, THENCE RUN S89°07'03"E ALONG THE SOUTH BOUNDARY OF SAID SECTION 24 ALSO BEING THE SOUTH LINE OF SAID GOVERNMENT LOTS 5 AND 6, 861.88 FEET TO THE POINT OF BEGINNING; THENCE RUN N11°28'37"W, 862.32 FEET TO A POINT ON THE SOUTHERLY LINE OF THE FORMER RIGHT-OF-WAY OF SEABOARD COAST LINE RAILROAD ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BENTLEY ROAD; THENCE RUN N67°07'46"E ALONG SAID SOUTHERLY LINE, 772.34 FEET TO THE WEST RIGHT-OF-WAY LINE OF NEWELL HILL ROAD; THENCE RUN S01°29'17"W ALONG SAID WEST RIGHT-OF-WAY LINE, 938.75 FEET; THENCE RUN N88°30'43"W, 371.67 FEET; THENCE RUN S01°29'17"W, 273.64 FEET; THENCE RUN N83°41'38"W, 138.75 FEET; THENCE RUN N01°01'37"E, 41.74 FEET; THENCE RUN N89°07'03"W, 0.34 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.558 ACRES, MORE OR LESS.

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF NEWELL HILL ROAD AS BEING S01°29'17"W (ASSUMED).
- ALL LOT LINES ARE RADIAL UNLESS NOTED (NR) NOT RADIAL.
- THIS PLAT CONTAINS 104 LOTS AND 8 TRACTS.
- TOTAL AREA IS 12.558 ACRES, MORE OR LESS.
- THIS PLAT IS OUTSIDE THE 100 YEAR FLOOD PLAIN AS PER FEMA MAP 12069C0330 D, DATED JULY 3, 2002.
- NOTHING IN THIS PLAT SHALL BE TAKEN AS OR DEEMED TO BE A DEDICATION OF ANY LANDS, OR THE USE OF THEM, TO THE GENERAL PUBLIC UNLESS SPECIFICALLY CONVEYED.
- THE PROPERTY THAT IS THE SUBJECT OF THIS PLAT IS SUBJECT TO A DRAINAGE AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3232, PAGE 2048, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED IN OFFICIAL RECORDS BOOK 3645, PAGE 0909 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WHICH IS NOT NOT REIMPOSED HEREBY.
- THE PROPERTY THAT IS THE SUBJECT OF THIS PLAT IS SUBJECT TO A GRANT OF EASEMENT THAT IS BLANKET IN NATURE AS RECORDED IN OFFICIAL RECORDS BOOK 3232, PAGE 2048, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THE HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON NAD83(1990) FLORIDA STATE PLANE EAST (ZONE 901).

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measure-ments shown on this plat.

Name _____, Date: _____
Registration Number _____
Engineering Department, City of Leesburg, Leesburg, Florida

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Board of County Commissioners of Lake County, Florida and approved by said City Commission of Leesburg for record, and the dedication of Tract A (Lift Station Tract) is accepted for municipal purposes of said city on _____ day of _____, 2020 provided that this plat is recorded in the Office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said City Commission, City of Leesburg, Florida.

Attest: City Clerk By: Mayor/Commissioner

APPROVAL OF MUNICIPAL
PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, that on _____ day of _____, 2020 the foregoing plat was officially approved by the Planning and Zoning Commission of the City of Leesburg, Florida.

Attest: Secretary By: Chairman

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a professional surveyor and mapper certifies that I have prepared the foregoing plat and it was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Florida Statutes; and that land is located in, Lake County, Florida.

Signed _____, Date: _____
Bishman Surveying and Mapping, Inc. Aron D. Bishman, P.S.M.
32 W. Plant Street Florida Registration No. 5668
Winter Garden, FL 34787 Certificate of Authorization No. 7274

PLAT BOOK
PAGE

BENTLEY RIDGE
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT LAKE BENTLEY RIDGE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ("BENTLEY RIDGE"), BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION OF THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AS FOLLOWS:

I, BENTLEY RIDGE HEREBY DEDICATES TO THE BENTLEY RIDGE HOMEOWNER'S ASSOCIATION, INC. ("ASSOCIATION") PRIVATE PROPERTY THE STREETS AND RIGHTS-OF-WAY SHOWN HEREON AS TEAGAN WAY, HAYDEN TRAIL, AND BENTLEY RIDGE WAY TOGETHER WITH ALL IMPROVEMENTS THEREON FOR PROPER PURPOSES, SUBJECT TO A PERPETUAL RIGHT OF EASEMENT HEREIN GRANTED FOR INGRESS AND EGRESS BY SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, MEDICAL SERVICE VEHICLES AND THEIR PERSONNEL, AND THE CITY OF LEESBURG TRANSPORTATION PERSONNEL, PROVIDING SERVICE TO THE SUBDIVISION. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY ENTITY TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS.

II. THE "UTILITY EASEMENTS" OR "U.E."S SHOWN OR NOTED HEREON ARE RESERVED FOR SUCH USES BY UTILITY PROVIDERS (PUBLIC OR PRIVATE) TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY LAKE GRIFFIN OR ITS SUCCESSORS IN INTEREST, LAKE GRIFFIN FURTHER RESERVES TO ITSELF, ITS SUCCESSORS, AFFILIATES, AND ASSIGNEES, A PRIVATE PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH, AND UNDER ALL SUBDIVIDED LOTS AND TRACTS, INCLUDING BUT NOT LIMITED TO ALL AREAS IDENTIFIED ON THE PLAT "U.E." OR "UTILITY EASEMENT," FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF UTILITY, INCLUDING CABLE TELEVISION OR OTHER ELECTRONIC/DATA TRANSMISSION, MEANS OR DEVICE AND ALL OTHER NECESSARY FACILITIES. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS.

III. BENTLEY RIDGE HEREBY DEDICATES TO THE ASSOCIATION A PRIVATE, PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH AND UNDER ALL SUBDIVIDED LOTS AND TRACTS INCLUDING BUT NOT LIMITED TO ALL AREAS IDENTIFIED ON THE PLAT AS "D.E." OR "DRAINAGE EASEMENT" OR "U.E." OR "UTILITY EASEMENT," FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF UTILITY, DRAINAGE, AND ALL OTHER NECESSARY FACILITIES, INCLUDING CABLE TELEVISION OR OTHER ELECTRONIC/DATA TRANSMISSION, MEANS OR DEVICE TOGETHER WITH THE RIGHT OF THE ASSOCIATION TO PERMIT THE USE OF SUCH EASEMENTS BY SUCH STREET LIGHT, TELEPHONE, ELECTRIC, NATURAL GAS, CABLE TELEVISION AND OTHER PUBLIC UTILITIES, SERVICES AND PROVIDERS FOR THEIR USE IN PERFORMING AND DISCHARGING THEIR DUTIES AND OBLIGATIONS TO PROVIDE SERVICES TO THE ASSOCIATION AND THE OWNERS. THE FOREGOING DEDICATION SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION TO THE SAME LANDS.

IV. BENTLEY RIDGE HEREBY RESERVES TO ITSELF ITS SUCCESSORS AFFILIATES AND ASSIGNS, A PRIVATE PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS THROUGH AND UNDER LOTS 1 THROUGH 104 AND TRACTS A THROUGH H FOR ACCESS, CONSTRUCTION INSTALLATION, MAINTENANCE, REPAIR, PAINTING, AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION, DRAINAGE, UTILITIES, INCLUDING CABLE TELEVISION OR OTHER ELECTRONIC/DATA TRANSMISSION, MEANS OR DEVICE, ROOFS, EXTERIOR WALLS, AND OTHER COMMON FACILITIES AS MAY BE HELPFUL OR USEFUL FOR THE DEVELOPMENT IN WHOLE OR IN PART.

V. BENTLEY RIDGE HEREBY GRANTS TO THE ASSOCIATION A PRIVATE PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS THROUGH AND UNDER LOTS 1 THROUGH 104 AND TRACTS A THROUGH H FOR ACCESS, CONSTRUCTION INSTALLATION, MAINTENANCE, REPAIR, PAINTING, AND/OR REPLACEMENT OF LANDSCAPING, IRRIGATION, DRAINAGE, UTILITIES, INCLUDING CABLE TELEVISION OR OTHER ELECTRONIC/DATA TRANSMISSION, MEANS OR DEVICE, ROOFS, EXTERIOR WALLS, AND OTHER COMMON FACILITIES AS MAY BE HELPFUL OR USEFUL FOR THE DEVELOPMENT IN WHOLE OR IN PART.

VI. BENTLEY RIDGE HEREBY GRANTS TO THE OWNERS AND THEIR FAMILY MEMBERS, TENANTS, INVITEES, GUESTS, AND LICENSEES A PRIVATE PERPETUAL NON-EXCLUSIVE EASEMENT OVER, ACROSS AND THROUGH TRACTS D, E, F, G, AND H FOR ACCESS AND COMMON RECREATION PURPOSES, AS MAY BE DEFINED OR LIMITED IN THE MASTER DECLARATION.

VII. TRACTS D, E, F, G, AND H ARE DEDICATED FOR PRIVATE COMMON RECREATIONAL AND PRIVATE COMMON AREA USE, AND SHALL REMAIN PRIVATELY OWNED, MAINTAINED, REPAIRED AND REPLACED AND IS SPECIFICALLY NOT DEDICATED TO THE USE OF THE PUBLIC IN GENERAL.

VIII. BENTLEY RIDGE SHALL CONVEY TRACTS B, C, D, E, F, G, AND H TO THE ASSOCIATION BY SEPARATE INSTRUMENT AND SAID ASSOCIATION SHALL MAINTAIN, REPAIR AND/OR REPLACE ANY SUCH FACILITIES.

IX. BENTLEY RIDGE HEREBY DEDICATES TRACT A TO THE CITY OF LEESBURG FOR UTILITY LIFT STATION PURPOSES, RESERVING UNTO LAKE GRIFFIN, ITS SUCCESSORS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW OR DISCONTINUATION OF USE.

NOTHING IN THIS PLAT SHALL BE TAKEN AS OR DEEMED TO BE A DEDICATION OF ANY LANDS, OR THE USE OF THEM, TO THE GENERAL PUBLIC UNLESS SPECIFICALLY CONVEYED.

BENTLEY RIDGE HOLDINGS, LLC A FLORIDA LIMITED LIABILITY COMPANY BY: LOGAN LANTRIP ITS AUTHORIZED AGENT

SIGNED IN THE PRESENCE OF: WITNESS PRINT NAME:

WITNESS PRINT NAME:

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF _____
THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2020 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED LOGAN LANTRIP AS THE AUTHORIZED AGENT OF BENTLEY RIDGE HOLDINGS, LLC WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED THE FOLLOWING IDENTIFICATION _____ AND DID NOT TAKE AN OATH THAT HE IS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER THEREUNTO DULY AUTHORIZED AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: _____ PRINT NAME
COMMISSION NUMBER _____ SEAL:



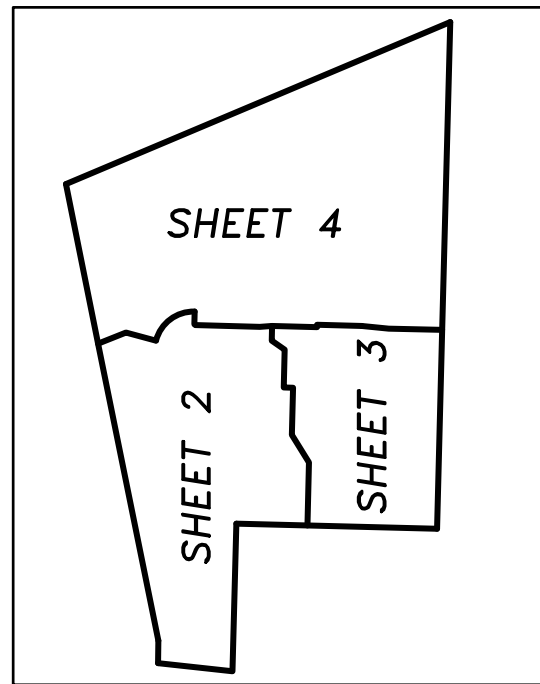
CERTIFICATE OF AUTHORIZATION LB 7274
32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

BENTLEY RIDGE
PORTION OF SECTIONS 24 & 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 2 OF 4

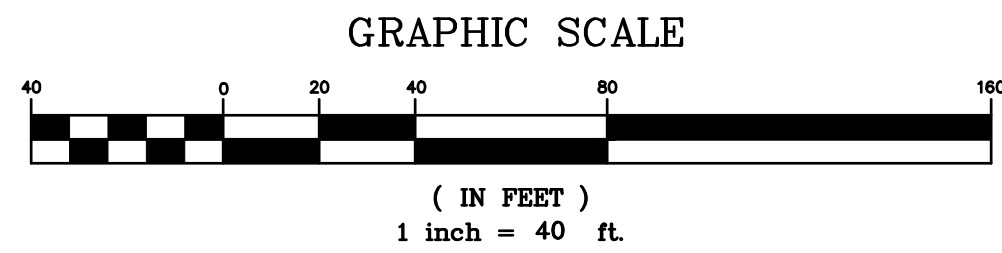
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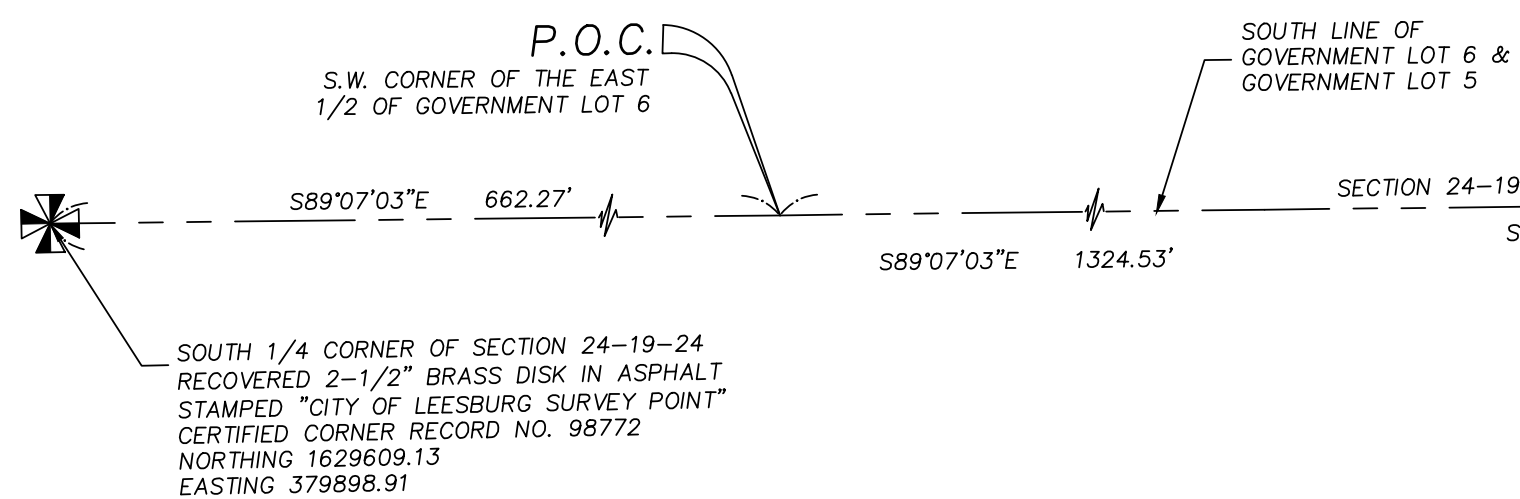
LEGEND

Δ	CENTRAL ANGLE
R	RADIUS LENGTH
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TYP.	TYPICAL
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LINE	BEARING	DISTANCE
L2	S88°30'43"E	11.41'
L3	N78°33'23"E	2.00'
L4	S11°26'37"E	17.38'
L5	S85°24'08"E	2.00'
L6	S11°26'37"E	6.59'
LT1	N87°20'02"W	15.71'
LT2	S02°39'58"W	2.00'
LT3	S44°42'36"W	50.62'
LT4	S28°21'25"W	39.89'

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C11	102°55'54"	22.00'	39.52'	S40°01'20"W	34.42'
C12	16°02'29"	238.00'	66.63'	N03°25'22"W	66.42'
C13	32°07'00"	95.00'	53.25'	S11°27'38"E	52.56'
C14	58°49'18"	140.00'	143.73'	N57°05'32"W	137.50'
C15	8°51'55"	140.00'	21.66'	N82°04'13"W	21.64'
C16	15°38'35"	72.00'	19.66'	S03°37'19"E	19.60'
C17	11°10'37"	72.00'	14.05'	S09°47'17"W	14.02'
C18	102°55'54"	72.00'	129.35'	S40°01'20"W	112.64'
C19	102°55'54"	47.00'	84.44'	S40°01'20"W	73.53'
C20	102°55'54"	22.00'	39.52'	S40°01'20"W	34.42'
C21	77°04'06"	22.00'	29.59'	S49°58'40"E	27.41'
C44	104°06'34"	55.00'	99.94'	N40°36'40"E	86.75'
C45	18°45'12"	32.00'	10.47'	N02°04'01"W	10.43'
C46	78°59'15"	32.00'	44.11'	N46°48'13"E	40.70'
C47	97°44'27"	32.00'	54.58'	N37°25'37"E	48.21'



CERTIFICATE OF AUTHORIZATION LB 7274

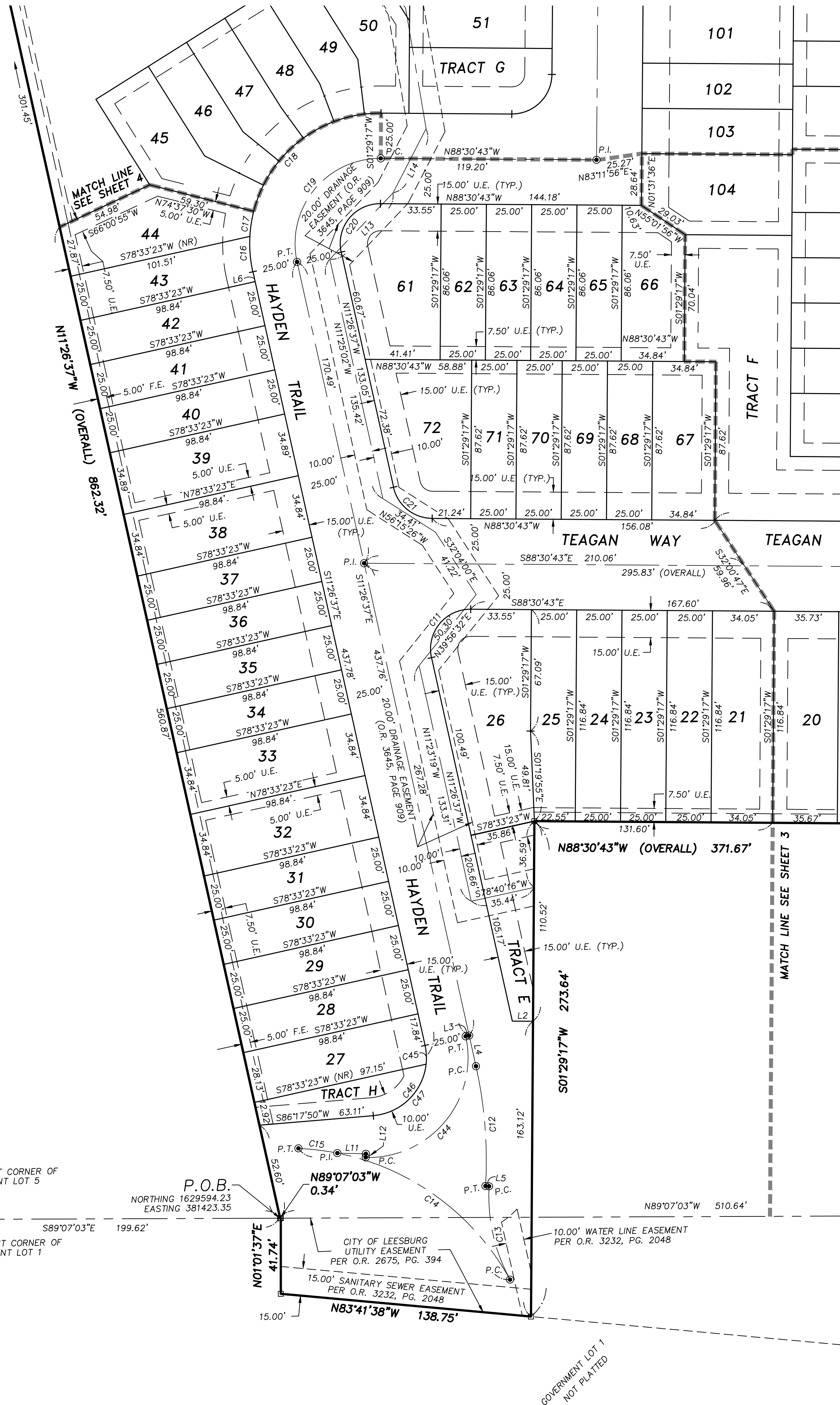
32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875

GOVERNMENT LOT 6
NOT PLATTED

EAST LINE OF GOVERNMENT LOT 6, SECTION 24-19-24

WEST LINE OF GOVERNMENT LOT 5, SECTION 24-19-24

WEST LINE OF GOVERNMENT LOT 1

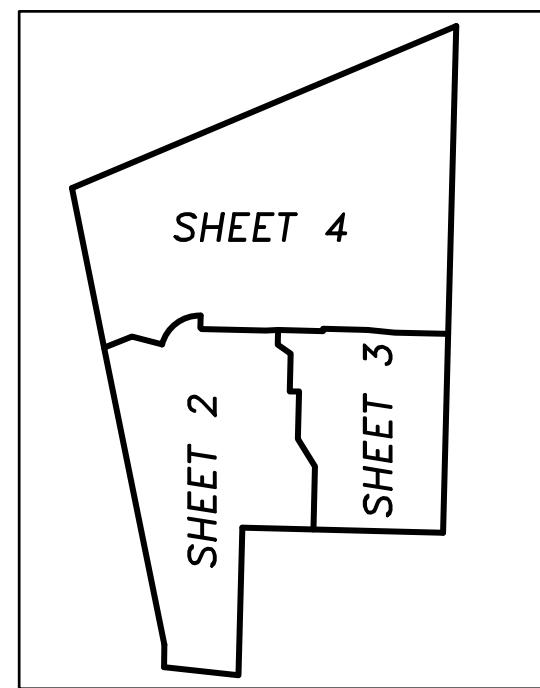


BENTLEY RIDGE
PORTION OF SECTIONS 24 & 25, TOWNSHIP 19 SOUTH, RANGE 24 EAST
CITY OF LEESBURG, LAKE COUNTY, FLORIDA

SHEET 3 OF 4

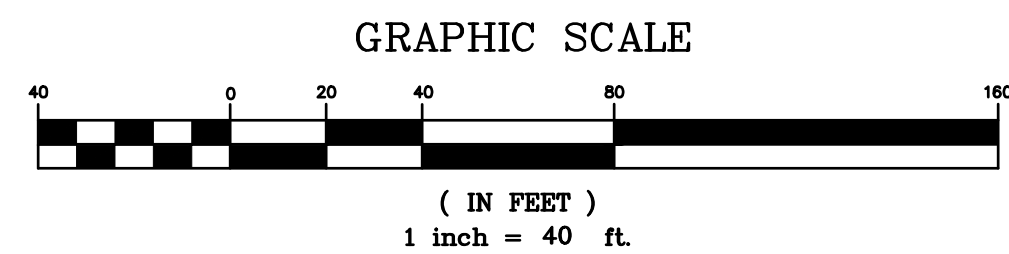
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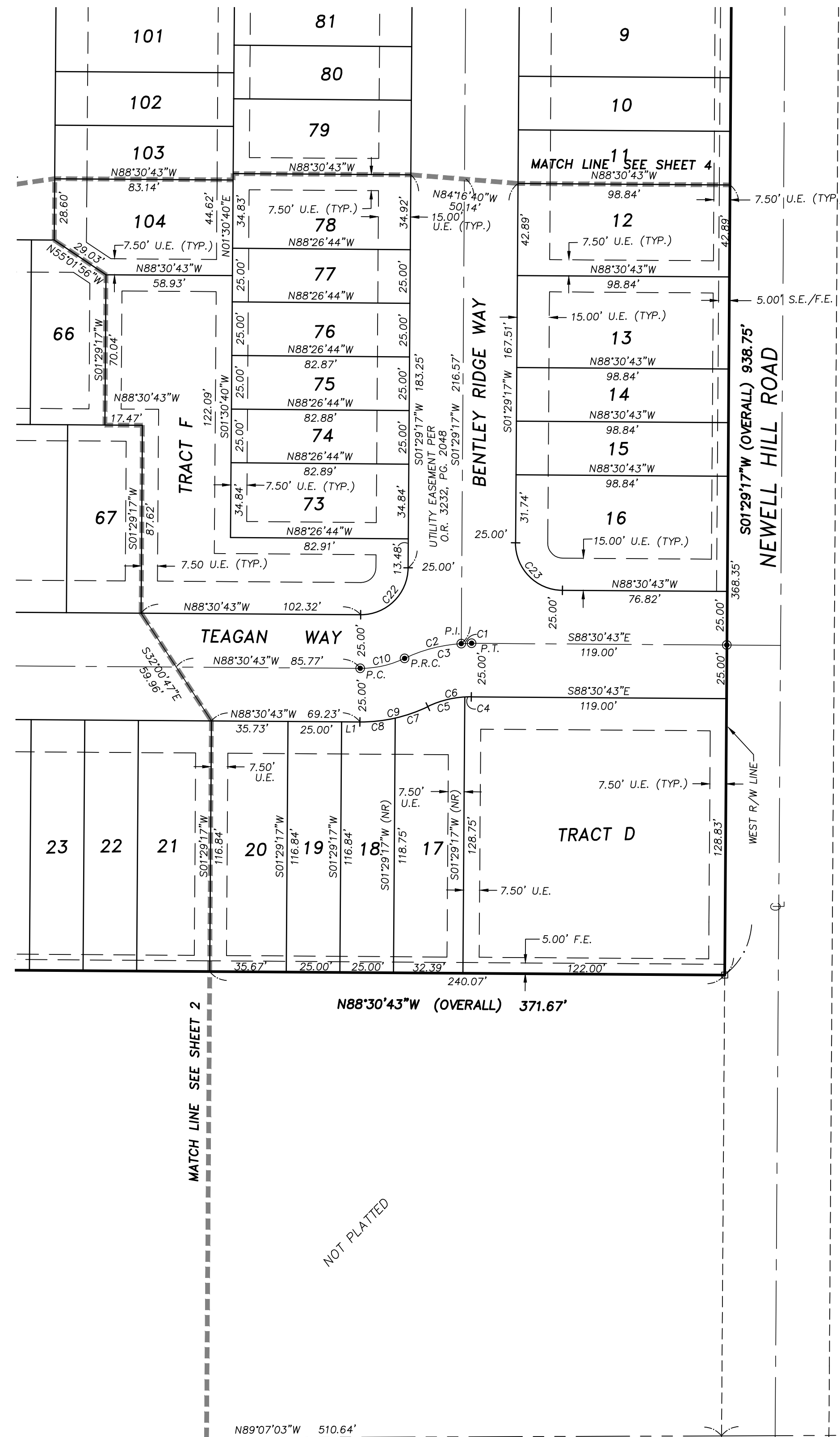
LEGEND

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D.E.	DRAINAGE EASEMENT
TYP.	TYPICAL
S.E.	SEWAGE EASEMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°30'44"E	8.54'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	3°54'49"	71.00'	4.85'	S89°31'52"W	4.85'
C2	22°09'01"	71.00'	27.45'	S76°29'58"W	27.28'
C3	26°03'50"	71.00'	32.30'	S78°27'22"W	32.02'
C4	3°44'29"	46.00'	3.00'	S89°37'02"W	3.00'
C5	22°19'21"	46.00'	17.92'	S76°35'08"W	17.81'
C6	26°03'50"	46.00'	20.92'	S78°27'22"W	20.75'
C7	12°51'01"	72.00'	16.15'	N71°50'58"E	16.11'
C8	13°12'49"	72.00'	16.60'	N84°52'52"E	16.57'
C9	26°03'50"	72.00'	32.75'	N78°27'22"E	32.47'
C10	26°03'50"	47.00'	21.38'	N78°27'22"E	21.20'
C22	90°00'00"	22.00'	34.56'	N46°29'17"E	31.11'
C23	90°00'00"	22.00'	34.56'	S43°30'43"E	31.11'



SOUTHEAST CORNER OF SECTION 24-19-24
RECOVERED 6"x6" CONCRETE MONUMENT
(NO IDENTIFICATION)
CERTIFIED CORNER RECORD NO. 91172
NORTHING: 1629580.50
EASTING: 382827.95



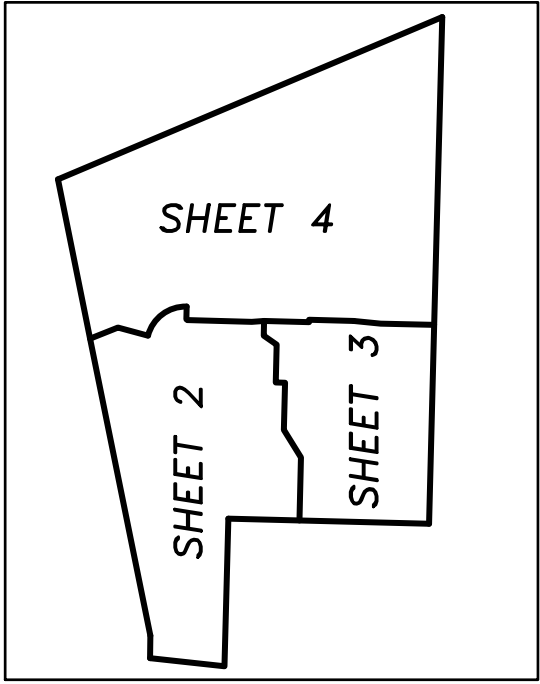
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BENTLEY RIDGE
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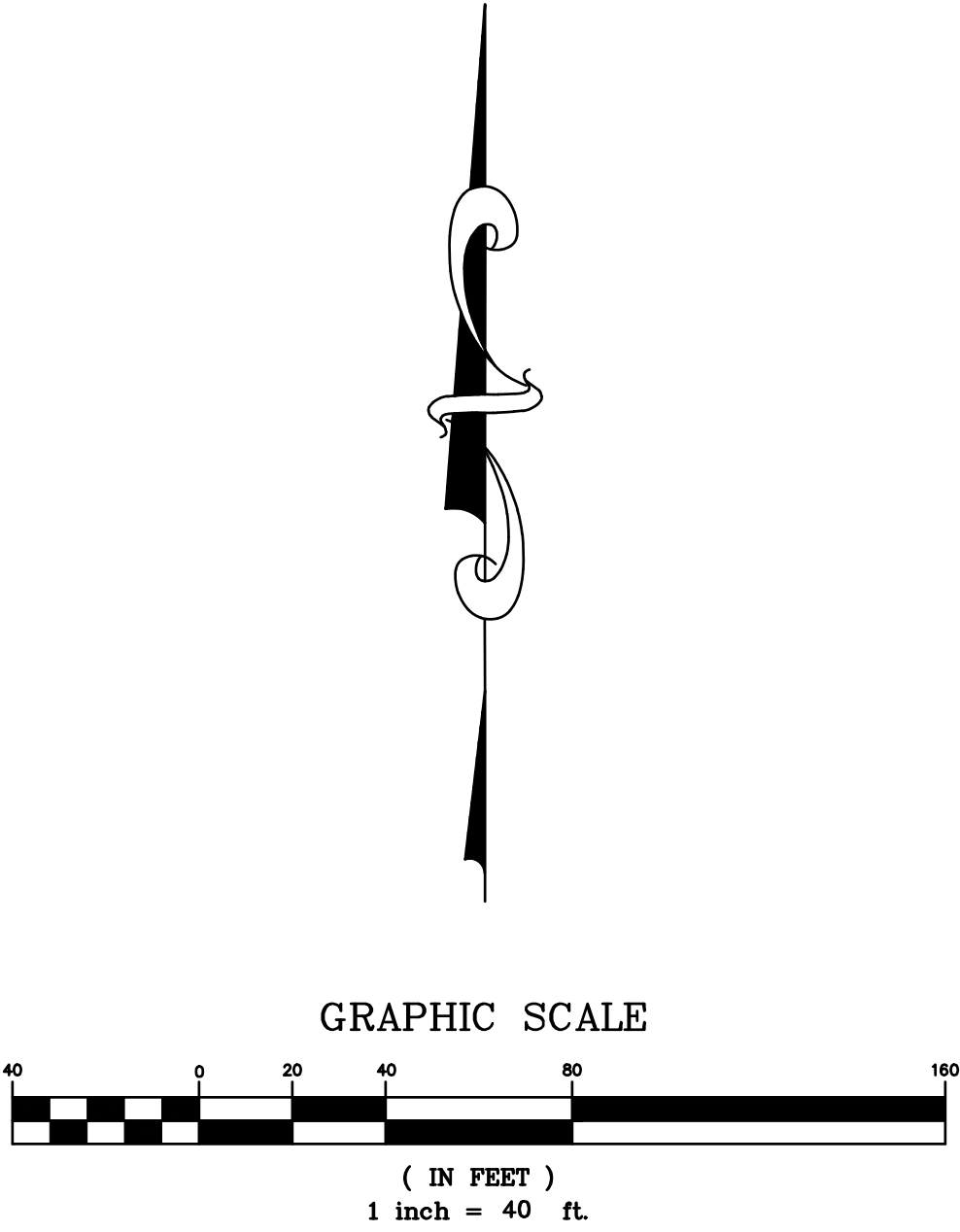
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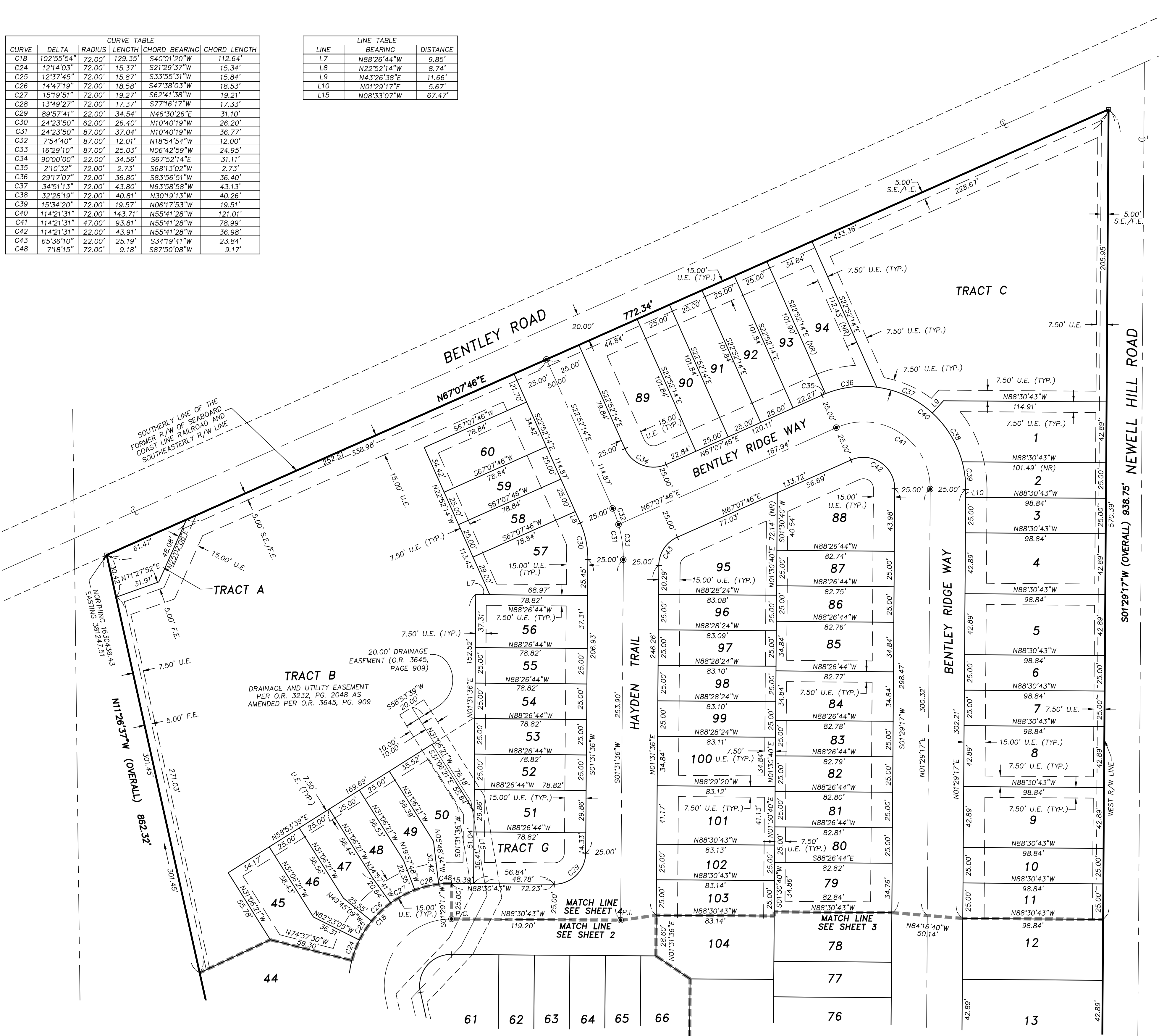
CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C18	102°55'54"	72.00'	129.35'	S40°01'20"W	112.64'
C24	12°14'03"	72.00'	15.37'	S21°29'37"W	15.34'
C25	12°37'45"	72.00'	15.87'	S33°55'31"W	15.84'
C26	144°11'19"	72.00'	18.58'	S47°38'03"W	18.53'
C27	15°19'51"	72.00'	19.27'	S62°41'38"W	19.21'
C28	13°49'27"	72.00'	17.37'	S77°16'17"W	17.33'
C29	89°57'41"	22.00'	34.54'	N46°30'26"E	31.10'
C30	24°23'50"	62.00'	26.40'	N10°40'19"W	26.20'
C31	24°23'50"	87.00'	37.04'	N10°40'19"W	36.77'
C32	7°54'40"	87.00'	12.01'	N18°54'54"W	12.00'
C33	16°28'10"	87.00'	25.03'	N06°42'59"W	24.95'
C34	90°00'00"	22.00'	34.56'	S87°52'04"E	31.11'
C35	2°10'32"	72.00'	2.73'	S88°13'02"W	2.73'
C36	29°17'07"	72.00'	36.80'	S83°56'51"W	36.40'
C37	34°51'13"	72.00'	43.80'	N63°58'58"W	43.13'
C38	32°28'19"	72.00'	40.81'	N30°19'13"W	40.26'
C39	15°34'20"	72.00'	19.57'	N06°17'53"W	19.51'
C40	114°21'31"	72.00'	143.71'	N55°41'28"W	121.01'
C41	114°21'31"	47.00'	93.81'	N55°41'28"W	78.99'
C42	114°21'31"	22.00'	43.91'	N55°41'28"W	36.98'
C43	65°36'10"	22.00'	25.19'	S34°19'41"W	23.84'
C48	7°18'15"	72.00'	9.18'	S87°50'08"W	9.17'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	N88°26'44"W	9.85'
L8	N22°52'14"W	8.74'
L9	N43°26'38"E	11.66'
L10	N01°29'17"E	5.67'
L15	N08°33'07"W	67.47'

LEGEND	
Δ	CENTRAL ANGLE
R	RADIUS LENGTH
L	ARC LENGTH
T	TANGENT LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
PCC	POINT OF COMPOUND CURVE
RP	RADIUS POINT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
NR	NOT RADIAL
O.R.	OFFICIAL RECORDS BOOK
P.G.	PAGE
P.B.	PLAT BOOK
C	CENTERLINE
L.B.	LICENSED BUSINESS
R/W	RIGHT-OF-WAY
MISC.	MISCELLANEOUS
U.E.	UTILITY EASEMENT
F.E.	FENCE EASEMENT
D.E.	DRAINAGE EASEMENT
TYP.	TYPICAL
S.E.	SEWAGE EASEMENT



CERTIFICATE OF AUTHORIZATION LB 7274
32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.9.

Meeting Date: January 25, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a lease agreement between Mid Florida Chapter 534 Experimental Aircraft Association, Inc. and the City of Leesburg, for continued use of the 8701 Airport Blvd, Suite 103 hangar at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the lease agreement with Mid Florida Chapter 534 EAA.

Analysis:

The EAA is a non-profit organization located in the hangar at 8701 Airport Boulevard, Suite 103 at Leesburg International Airport. Activities include aircraft owner maintenance seminars, flight safety instruction and aircraft building projects to name a few. The EAA chapter assists the City in promoting the Airport to the general public and outside businesses and pilots, by hosting a variety of events: Eagle and Young Eagle Flights, youth and underprivileged kids' exposure to aviation and flight tours, and fly-ins and pancake breakfasts.

The previous 5-year lease between the EAA and City, allowed for a 1-year extension, which Commission granted by Resolution 10,589, dated January 27, 2020, and which expires on March 31, 2021. The EAA now wishes to enter into a new 5-year lease. The terms of the lease, including the value of the in-kind-services remain relevant. COVID-19 limited many of the group activities and events the Chapter was able to and/or felt comfortable holding during 2020; however, the Chapter focused their efforts elsewhere. They held online/Zoom meetings and workshops, provided remote assistance and guidance to the youth currently involved in ground school instruction and flight training, and helped students in applying for grants and scholarships.

The Airport Advisory Board reviewed the lease at the January 14, 2021 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the 5-year EAA Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Rent is based on in-kind services. Each individual activity has an associated reasonable value which both parties; the City and EAA, agreed upon and are documented in the Lease.

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 LEASE AGREEMENT BETWEEN MID FLORIDA CHAPTER 534 EXPERIMENTAL AIRCRAFT ASSOCIATION, INC. AND THE CITY OF LEESBURG, FOR CONTINUED USE OF THE 8701 AIRPORT BLVD, SUITE 103 HANGAR AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

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

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Mid Florida Chapter 534 Experimental Aircraft Association, Inc.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

**RENEWAL LEASE AGREEMENT AND
AGREEMENT FOR PROMOTIONAL SERVICES**

THIS INSTRUMENT, made and entered into the ____ day of _____, 2021,
by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the
Lessor, and **MID FLORIDA CHAPTER 534 EXPERIMENTAL AIRCRAFT ASSOCIATION, INC.**,
hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee previously rented space at the
Airport, and desires to renew the Lease for the purposes expressed below. Lessor has consented
to renew the Lease to Lessee under the terms and conditions of this document.

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

1. **PROPERTY AND TERM.** The property which shall be subject to this Lease is 8701
Airport Boulevard, Suite 103, Leesburg, FL 34788. The term of this Lease shall commence on
April 1, 2021, and unless earlier terminated as provided below, will end at midnight on the last day
of March, 2026. If Lessee is not at the time in default under any term, condition or covenant of this
Lease, and Lessor has not exercised its option to terminate, Lessee may request to renew this
Lease for one additional term of one year by giving written notice to Lessor of Lessee's intent to
renew, which is actually received by Lessor no later than 90 days prior to the end of the initial
term, provided that such renewal shall occur only upon the mutual consent of the parties .

At any time during the initial term or any renewal term, Lessor may terminate this Lease
by giving written notice to Lessee not less than six months prior to the effective date of the
termination. If at the end of the term or any lawfully exercised extension, Lessor does not retake
possession of the premises, this Lease shall continue on a month to month basis, subject however
to adjustment of Rent as provided below.

2. RENT. Rent during the term shall be paid by way of the in-kind services listed below, which the parties agree have a reasonable value as indicated for each. The parties anticipate that these services will have a value to the Lessor of at least \$457.00 per month based on the values shown. These in-kind services shall consist of the following:

Young Eagle Flights – Chapter members offer introductory flights to youth up to the age of 18 at no charge using each member's own personal aircraft. Lessee shall serve at least 100 youth per year. Taking into account the fuel expended to fly the aircraft involved, and the associated maintenance expenses, the parties agree that these services will have a value of \$25.00 per participant, or a total of \$2,500.00 which constitutes \$208.00 per month.

Squadron 534 Continued Education of Aviation – Weekly youth group Squadron 534 meetings, teaching airplane maintenance, repair and building of aircraft, and pilot and aviation skills through simulator training. Youth group members also attend informal ground school instruction to help prepare them in obtaining their Pilot License. Assistance and guidance in applying for national scholarships to fund flight lessons is also provided. The value of this program is included in the agreed value of the Young Eagles Flights.

Youth Aviation Exposure – Working with youth groups like the Civil Air Patrol and the Leesburg Air Force ROTC (but not exclusive to these organizations) the EAA Chapter will bring these groups into the EAA Hangar and expose them to aircraft maintenance and experimental aircraft building. The Chapter will also organize Air Traffic Control Tower tours and visits to airport businesses such as Central Florida Avionics, Brainerd Helicopters, Flying Colors and especially Sunair Aviation where young people can learn about FBO operations and get exposed to flight school.

The value of this program is included in the agreed value of the Young Eagle Flights above.

Exposing underprivileged kids to aviation and flight. The EAA Chapter will make a special effort to work with the Leesburg Boys and Girls clubs for Young Eagle events and help underprivileged youth gain exposure to aircraft maintenance and experimental aircraft building at the EAA Hangar. The value of this program is included in the agreed value of the Young Eagle Flights above.

Eagle Flights – Chapter members will offer flights to adults interested in aviation. The EAA Chapter will be reaching out to the Chamber of Commerce, Rotary and other Leesburg organizations to promote these flights. It is the Chapter's intention to get these organizations excited about the airport and work towards partnering with these groups for airport open house days, fly-ins and possibly airshows. The value of this program is included in the agreed value of the Young Eagle Flights above.

Fall Fly-in and Camp-Under-the-Wing – This event will be designed to combine a fly-in with a car and/or motorcycle show. The EAA Chapter would invite pilots to fly in and camp under their airplane. There would also be an effort to have several war birds on display and well as seminars on airplane maintenance and experimental builder seminars in the EAA Hangar. This event would be promoted to the local community and area organizations. This promotional event is agreed to have a value of \$1,000.00 taking into account the time expended, the advertising and other costs incurred, yielding a monthly amount of \$83.33.

Regular Fly Ins with Pancake and Sausage Breakfasts – These would be events that the EAA Chapter would attempt to do on a regular basis, ideally monthly or every other month, but shall be required to do at least twice per

year. This promotional event is agreed to have a value of \$1,000.00 each taking into account the time expended, the advertising and other costs incurred, yielding a monthly amount of \$83.33 each or \$166.66 for the two required events.

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

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

3. USE. Lessee shall use the premises for aviation related use, specifically as a space for undertaking described promotional and other events herein described, storage of aircraft, conducting aircraft airworthiness and pilot safety training sessions, and conducting other aviation related activities, all in strict compliance with all local, state and federal ordinances, laws, rules and regulations, whether now in force or hereafter enacted or amended. Only aircraft repair or engine rebuilding undertaken in connection with Chapter activities is allowed, and any activity which involves significant use of solvents for parts cleaning or other purposes, or which has the potential to lead to contamination of the premises or surrounding property by hazardous substances including but not limited to oil, aircraft fuel, lubricants, solvents, or other petroleum based products shall be carefully monitored and controlled, and conducted in full compliance with all applicable laws, ordinances, rules and regulations. No other use shall be made of the premises without the prior, written permission of the Lessor. Lessee shall make no unlawful or offensive use of the premises, nor shall any industrial use be made thereof, nor shall any activity be carried on at the premises which constitutes a nuisance to the public or to surrounding property.

Except as necessary in conjunction with its permitted activities listed above, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks

or containers designed for such storage aboard the aircraft itself), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

4. INGRESS AND EGRESS. The Lessee, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress to the premises over roadways established from time to time by Lessor, in common with other tenants at the Leesburg International Airport, and subject to all rules and regulations imposed to assure the security of the Airport, for the purpose of permitting Lessee to enjoy the rights, uses and privileges granted by the Lessor hereunder, together with the right to joint use of the ramps, runways, taxiways, and other facilities provided for aircraft and the public at the airport.

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

charges for water service as soon as Lessor has installed a separate water meter for service to the leased premises only.

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

7. INSURANCE. Lessor may, in its sole discretion, but is not required to, insure the property against damage by fire, flood, windstorm and other casualties, however **such insurance shall protect Lessor's interests only**. Lessee is responsible for insuring its own personal property on the premises, along with the property of Lessee's patrons which may from time to time be stored at the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$1,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, (ii) completed operations coverage of not less than \$500,000.00 showing Lessor as an additional insured; (iii) hangar keepers' coverage. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term. Lessee shall also procure and maintain any additional insurance coverage which may now or hereafter be required by any rules or regulations adopted by the Lessor and applicable to all airport tenants.

8. MAINTENANCE. Lessee shall maintain the interior and exterior of any structures or other improvements on the premises so that they are at all times safe for their intended uses and habitations, and so that they do not become an eyesore and are compatible with the conditions existing elsewhere on the airport. Lessee shall maintain all plumbing, heating and air

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

Lessor will be responsible for any repairs or maintenance of the structures to the extent such repairs and maintenance are structural in nature, and shall be responsible for all roof repairs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. To Lessor: at the address given for payment of rent.

B. To Lessee: at the leased premises.

30. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are

included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

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

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

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

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

35. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; excluding, however, aircraft fuel tanks and such fluids as may be used in cleaning aircraft and related parts.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real

property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and Lessee consents to amendment of the terms of this Lease if and to the extent required by any Federal law, rule, regulation or grant condition.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of gender, age, race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or

otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

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

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

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

LESSOR: The City of Leesburg, Florida

BY: _____
Mayor

APPROVED AS TO FORM:

City Attorney

Attest: _____
City Clerk

WITNESSES (two required):

Mid Florida Chapter 534 Experimental
Aircraft Association, Inc.

(as to Lessee)

BY: _____
President

(as to Lessee)

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.10.

Meeting Date: January 25, 2021

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Second Amendment to Lease, between Blackbird Aviation, Inc. and the City of Leesburg, for the purpose of revising insurance requirements; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Second Amendment to the Blackbird Aviation, Inc. lease.

Analysis:

The original Blackbird Aviation, Inc. lease was approved by Resolution 9284 on 10/14/2013. Lessee was required to procure and maintain personal injury and public liability insurance, completed operations coverage, and hangar keeper's coverage. The Blackbird Aviation, Inc. hangar approved use is for storage only; therefore, the second amendment to lease eliminates Lessee's requirements to procure and maintain completed operations and hangar keeper's coverage, unless Lessee subleases or assigns this Lease to a subtenant or assignee whose operations require such coverage. Lessee is still required to procure and maintain personal injury and public liability insurance throughout the lease term. Proof of such insurance policy is current and on file at the Airport.

The Airport Advisory Board reviewed the lease amendment at the January 14, 2021 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the second amendment to lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

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
SECOND AMENDMENT TO LEASE, BETWEEN BLACKBIRD AVIATION,
INC. AND THE CITY OF LEESBURG, FOR THE PURPOSE OF REVISING
INSURANCE REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

THAT the Mayor and City Clerk are hereby authorized to execute a second amendment to the Blackbird Aviation, Inc. Lease.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

SECOND AMENDMENT TO LEASE

THIS AMENDMENT is entered into between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **BLACKBIRD AVIATION BUILDING LLC**, hereinafter called the Lessee,

WITNESSETH:

That on October 14, 2013, Lessor and Lessee entered into a Lease Agreement (the "Lease") for premises at Leesburg International Airport. The Lease was amended on or about October 27, 2014, to update the legal description of the leased premises. The parties now desire to modify the Lease further and have entered into this Second Amendment for that purpose.

NOW THEREFORE, for and in consideration of the Lease, the First Amendment, the sum of \$10.00, the mutual covenants and promises contained in this Second Amendment, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree as set forth below:

1. Section 7 of the Lease is amended to read as set forth below:

7. **INSURANCE.** Lessor may, in its sole discretion, but is not required to, insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only.** Lessee is responsible for insuring its own personal property on the premises, along with the property of Lessee's patrons which may from time to time be stored at the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term, personal injury and public liability insurance in the amount of \$1,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured. If Lessee subleases the premises or assigns this Lease to a subtenant or assignee whose operations require such coverage, Lessor may require that hangar keepers' coverage and completed operations insurance also be provided. Proof of all required insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term. Lessee shall also procure and maintain any additional insurance coverage which may now or hereafter be required by any rules or regulations adopted by the Lessor and applicable to all airport tenants.

2. Except as amended specifically by the First Amendment and this Second Amendment, the Lease shall continue in full force and effect as originally executed.

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

LESSOR: The City of Leesburg, Florida

BY: _____
_____, Mayor

DATE: _____

Attest: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

BLACKBIRD AVIATION BUILDING, LLC

DATE: 21.12.2020 _____

BY:  _____
HANS - GUNTER VOSSELER,
Managing Member

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.11.

Meeting Date: January 25, 2021

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to grant a utility easement to Duke Energy Florida, LLC., for the installation and perpetual maintenance of a new transformer in support of the Turnpike Wastewater Treatment Facility Expansion Project; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing a utility easement to Duke Energy for the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, electrical equipment as may be necessary or desirable for providing electric energy associated with the Turnpike Wastewater Treatment Facility Expansion Project.

Analysis:

As part of the Turnpike Wastewater Treatment Facility Expansion Project, Duke Power is required to install a new transformer that will increase the plant's electrical capacity. The increased capacity is required in order to provide electrical power to new digester equipment. In order to reduce costs associated with running new electrical utilities, an easement is being recommended at the the most economically feasible connection point.

Procurement Analysis:

N/A

Options:

1. Authorize execution of a utility easement with Duke Energy Florida, LLC.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The cost to execute the utility easement is \$1.00.

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO GRANT A
UTILITY EASEMENT TO DUKE ENERGY FLORIDA, LLC., FOR THE
INSTALLATION AND PERPETUAL MAINTENANCE OF A NEW
TRANSFORMER IN SUPPORT OF THE TURNPIKE WASTEWATER
TREATMENT FACILITY EXPANSION PROJECT; 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 Duke Energy Florida, LLC., whose address is Post Office Box 14042, St. Petersburg, Florida 33733, for the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, a new electrical transformer associated with the Turnpike Wastewater Treatment Facility Expansion Project.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

LAKE COUNTY, FLORIDA
STR: 17-20S-24E
Work Request #: 36626296
Address: 1600 CR 470
LEESBURG 34748

EASEMENT

THIS EASEMENT ("Easement") from **THE CITY OF LEESBURG, FLORIDA, a Florida Municipal Corporation**, whose address is PO Box 490630, Leesburg, Florida ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, LLC., a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in **Lake** County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** Facilities to be installed at mutually agreeable locations over, under, across, through and within the following described property to accommodate present and future development:

The Northeast 1/4, LESS all that part of the Northeast 1/4 of the Northeast 1/4 lying Northeasterly of County Road #470, ALSO LESS the Right Of Way of County Road 470; That part of the North 1/2 of the Southeast 1/4 lying Northeasterly of the Right Of Way of the Sunshine State Parkway; AND the North 1/2 of the Northwest 1/4 lying Northeasterly of the Right Of Way of the Sunshine State Parkway, LESS the Right Of Way of County Road 470; All in Section 17, Township 20 South, Range 24 East, in Lake County, Florida.

Tax Parcel Number: 17-20-24-0002-000-00100; ALTKEY: 1038413

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any

building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

SIGNATURES ON FOLLOWING PAGE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 2020, and is effective as of the Effective Date herein.

GRANTOR:

City of Leesburg, Florida

Name of Corporation

ATTEST:

City Clerk

J. Andi Purvis

Print or Type Name

Mayor

John Christian

Print or Type Name

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature of First Witness

PO Box 490630

Leesburg, Florida 34749

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by **John Christian and J. Andi Purvis**, its Mayor and City Clerk, respectively of **City of Leesburg, Florida**, a Florida Municipal Corporation, on behalf of the Corporation who are personally known to me or who has/have produced _____ as identification.

CORPORATE SEAL

NOTARY SEAL

Name:

Notary Public

Serial Number:

My Commission Expires:

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 158 acres; and being generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike, lying in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, 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 such territory had been a part of the City of Leesburg at the time of passage and approval of said laws; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date.
(Whitemarsh II & III AX)

Staff Recommendation:

The Planning and Zoning staff recommends approval of the proposed ordinance for annexation of the Whitemarsh property as presented herein.

Analysis:

The applicant has submitted a request for annexation of approximately 158 acres of land generally located west of U.S. Highway 27, north of Bridges road, and east of Florida's Turnpike, as shown on the attached General Location Map. At this time, the property is undeveloped. The current zoning is Lake County A (Agriculture); the proposed zoning is City (PUD Planned Unit Development). The proposal is for a single family residential development.

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 request is consistent with the City's policy of annexation of properties within the ISBA area and lies near a major roadway.

Also on this City Commission agenda is a Large Scale Comprehensive Plan Amendment and a Rezoning Application for this property, with recommendations for approval from the staff and Planning Commission.

Procurement Analysis:

N/A

Options:

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

Fiscal Impact:

A positive fiscal impact will result from the annexation of this property, due to increased tax revenue added to the General Fund, as well as additional impact and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 158 ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD, AND EAST OF FLORIDA'S TURNPIKE, LYING IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36, 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 SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (WHITEMARSH II & III AX)

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

Section 1.

Based upon the petition of David Strong, Manager for Lakeco Partners, 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 here by is assigned to City Commission District 3.

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 25th day of January 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

The Southwest 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 24 East, Lake County, Florida AND The South 1/4 of Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying East of Sunshine State Parkway (Florida Turnpike).

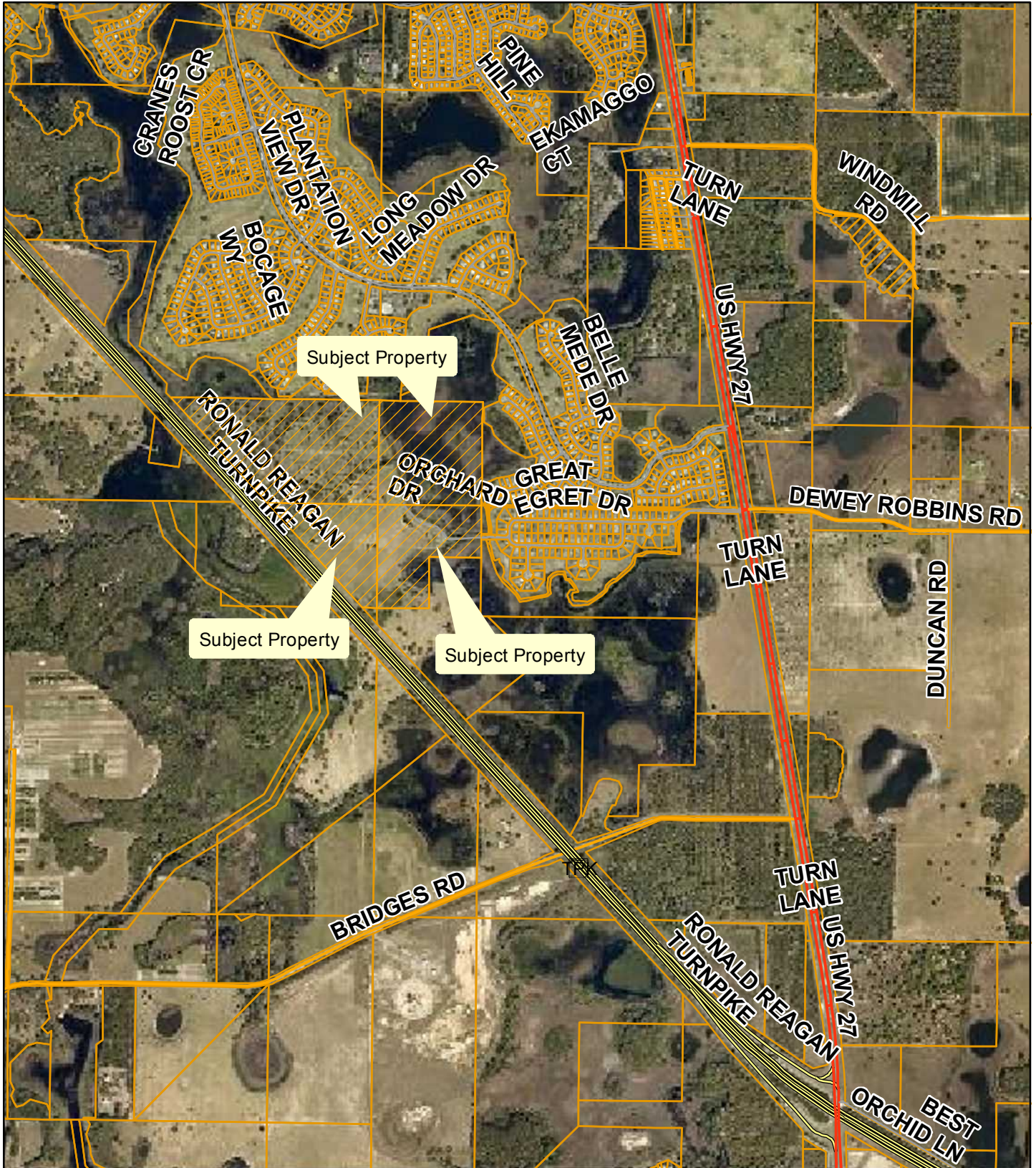
Parcel 2:

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1; AND that part of the North 1/2 of the Northeast 1/4 of Section 2, lying East of the East right of way of the Sunshine State Parkway (Florida Turnpike), all lying and being in Township 21 South, Range 24 East, in Lake County, Florida.

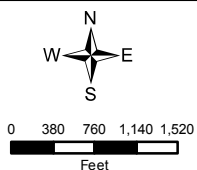
ALT KEYS: 3807722, 1062349, 1035538, 1035571

~ End of Legal Description ~

Aerial

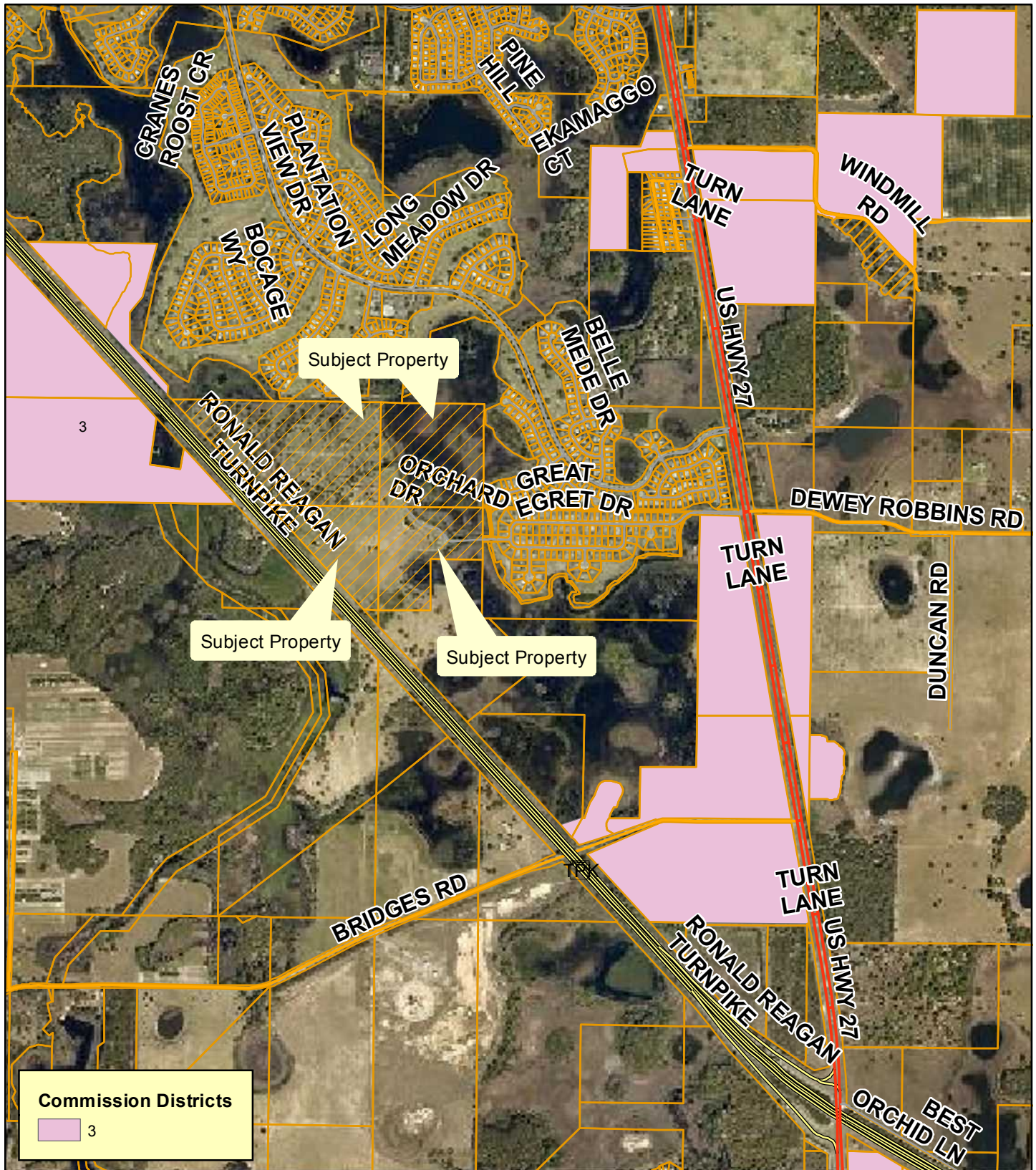


**Planning
& Zoning
Division**

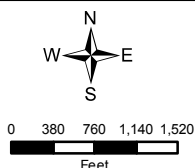


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Commission District



**Planning
& Zoning
Division**



ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
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June 15, 2020



Close up of sign posting.



Posting of sign on site (Orchard Drive).



Looking north along subject property.



Looking south along subject property from sign posting.



Looking east towards Dillymarsh Court from sign posting.



Approximate location of sign posting.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 158 +/- acres from Lake County Urban Low Density to city of Leesburg Estate, for a property generally located west of U.S. Highway 27 and north of Bridges Road, and east of Florida's Turnpike as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36 Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.

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 158 +/- acres from Lake County Urban Low Density to City of Leesburg Estate.

Analysis:

The project site is approximately 158 acres. The property is generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike. Currently, the property is vacant and undeveloped. The proposed use is for a single-family residential subdivision. The surrounding Future Land Use Map designation of Lake County Urban Low Density 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 ten (10) 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 August 20, 2020 and by a vote of 5

to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Low Density to City 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 the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 158 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF BRIDGES ROAD, AND EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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 158 acres of land generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike. from Lake County Urban Low Density, to City of Leesburg Estate, as shown on the revised map of said area, lying in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 East.

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 the 25th day of January 2021.

Mayor

ATTEST:

City Clerk

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

DATE: July 31, 2020
OWNER: Lakeco Partners, LTD
PETITIONER: David Strong, Manager
PROJECT: Whitmarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-135; PUD-20-136

GENERAL LOCATION: The property is generally located west of U.S. Highway 27, north of Bridges Road and east of Florida's Turnpike.

FUTURE LAND USE DESIGNATION:
Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County PUD (Planned Unit Development)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant/undeveloped acreage.

SURROUNDING LAND USE:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED LAND USE: Single Family Residential development

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

DATE: November 21st, 2019
OWNER: Diocese of Orlando
PETITIONER: Ben Snyder, Vice President, Hanover Land Company
PROJECT: Windsong Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 19-157; PUD-19-158

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/16/19

FIRE

No comments received as of 8/16/19

ELECTRIC

This is out of the Electric Department's service territory. We have no issues. Steve Davis 8/2/19

GAS

No issues here, in conjunction with PUD-19-158. Thanks! Jessie Cummins 8/6/19

Natural gas is available and directed for the subject property per the City ordinance. Inquiries and details regarding the required natural gas infrastructure can be sent directly to me at the below contact information. Thanks! Jessie Cummins 8/6/19 Office: (352) 435-9420 Jessie.Cummins@leesburgflorida.gov

GIS

No comments received as of 8/16/19

BUILDING

No comments received as of 8/16/19

PUBLIC WORKS

No comments received as of 8/16/19

ADDRESSING

No comments received as of 8/16/19

ECONOMIC DEVELOPMENT

No comments received as of 8/16/19

LAKE COUNTY

No comments received as of 8/16/19

LAKE COUNTY SCHOOLS

The subject project, Windsong Phase 2, has a valid school concurrency capacity reservation for 123 single-family units. It is valid through July 11, 2020. I have attached a copy for your file. Please let me know if you have any questions or need more information. Thanks, Helen LaValley 8/7/19

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (L-S mpo)

Recommendations Regarding the Project:

1. The proposed land use request would likely result in minimal traffic impacts in an area with adequate roadway capacity. Therefore, the Lake~Sumter MPO has no objections to the applications.
2. A Request for Exemption Letter from doing a Tier 1 Traffic Impact Analysis (TIA) should be submitted so that the traffic impacts of the proposed land use changes (particularly the office and cabins) can be more accurately evaluated. It is at the discretion of the City of Leesburg to either require the Request for Exemption Letter, or proceed without this document.

PUBLIC RESPONSES

Approval

12 approvals 7 with comments.

Disapproval

18 disapprovals 8 with comments.

Notice of Appearance filed: 2

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

Dennis Hercamp/Diana Hercamp – Our concerns is all the animals, especially snakes of all species, that are in residence on the land. We have had snakes (rattlesnakes, Eastern diamond) in our garage there are children that play.

Dianne N. Hercamp – What is going to happen to water pressure? I don't have much now?

David Bock –

1. No additional entrance on Highway 27- use existing entrance as shown on drw's
2. South Point Church creates their own entrance on highway 27
3. Existing Entrance to church to be demolished and relandscaped
4. City replace chain Link fence to match existing Windsong fence at the pumping sta
5. Windsong Phase 1 repair swale along Lots 141, 140, 136, 135, 134 as suggested by St. Johns years ago before phase 2 constructions begins
6. Trees in Phase 2 adjacent to lots 1,2,3,4,5,6,7, and Tract E, 135,136,140,141,142,143,144,145,146,147,148,149,150,151,151and 153 that are within 25 feet of these lots and are considered healthy may not be cut down.
Recreation Trail in Phase 1 to be extended into and be included in phase 2

Eva Turner – Will it be a divided area.

Juanita L. O'Connell – No objection to development of land directly behind Meadow Breeze Lane. However, no structure should be built less than 25 feet from property listed below so as not to obstruct view of said property. Perhaps some sort of separation between the 2 phases should be considered. Also, would recommend additional entrance & exit.

Douglas Pocock – If there is a set back. SECURITY - We are gated – is new community? Fence? SET BACK – at least 20' from Newcombe Circle properties. LEAVE STAND OF TREES – for soil preservation Newcome Circle properties are much lower. Asthetics for both communities. Habitat for birds & critters.

Jan Pocock – only if there is a 20' set back to Newcombe Circle. What is the set back of lots that will butt up to Newcombe Circle? It is important to keep a stand of trees, to control water runoff, to lower yard on Newcombe and for asthetic purpose for our community as well as for birds and critter who abide there. We are a gated community. What precautions and security are being made for the new community?

PUBLIC COMMENTS (DISAPPROVAL)

Johnathon & Annette Brinkley – We purchased this property with the premise of our back yard view remaining an area of conservation. We disapprove of any changes to the current layout. (Both cases)

Alice L. Gutkowski – We live in a 55 *Gated* community what type of security would be installed on the edge of the property? How much of a buffer zone would there be between the properties? That property is higher than ours – what provisions would be made for proper drainage so our land would not be flooded every time in rains? Has any consideration been given to the amount of our precious water supply needed, not to mention noise & congestion? How about the endangered species on the property? (We've had Fl panthers come out of this area) (Both cases)

Alice L. Gutkowski - As ours is a gate senior community we are concerned about safety & privacy. There is nothing noted re: buffer zone or barrier between our property on the planned housing. Another concern is drainage as our property is lower than this property. How about moving the storm water West & the houses East which would then back up to conservation area. If all existing trees & plants are removed there is no consideration for Heritage trees & wildlife that habitat this property now.

Mrs. Vivienne C. Miller – To whom it may concern: Have you taken into consideration the following: - 'The property in questions has a lot of wildlife on it such as birds, rabbits, turtles and etc (also bobcats & panthers pass through). Also, oak trees and vegetation? Just a few things to think about & consider. (For large scale & development) – Both issues

Vivienne C. Miller – as stated before! Security, Animal, Trees – Vegetation. Too many homes to be constructed – Construction??

Glenn A. Culbertson – Adjacent to the north of the proposed development is Highland Lakes, a gated 55+community. Our property adjacent to the proposed project. What measures are being proposed to provide a buffer between the Windsong II development and Highland Lakes? Will there be a conversancy area or natural wooded area, or fence, etc? Will the area adjacent directly to the south our property be housing or community center, etc.? Since the Windsong II development is not a retirement community, what is planned so that the residents of the proposed development do not disturb the Highland Lakes 55+ community? Highland Lakes and our property are at a lower elevation than the Windsong II project, we are concerned about drainage having an impact on the Highland Lakes community in general, and our property in particular. One of the reasons we purchased our property and moved to Leesburg was because of the natural setting. We would expect that the trees, wildlife, and natural setting would be maintained as much as possible, and there would be minimal damage to the environment, in the proposed development. We are concerned about traffic, noise, and lights, and would like to know what is proposed to minimize these.

(Both cases)

Shalliny Green – There isn't enough information. Example: What would these homes be sold for? As we live in a higher end home we don't want 120 plus 200 thousands home, there are rumors all through the area saying Hanover wants to build a strip mall, there isn't enough information given as we are out of the area a lot we can't come to the meeting, I could change my mind with proper information.

David G. & Veronica S. Curll – I disapprove this project due to the following concerns I have.

1. The effect on the monetary value of my property. I feel that if this project is approved, my property value will be decreased.
2. How this project will affect mu water supply that I receive from the City of Leesburg.
3. The negative effects of the construction process on my health as I have serious respiratory issues which I was recently hospitalized for.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 20, 2020
OWNER: Lakeco Partners, LTD, David Strong, Manager
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Whitemarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential
CASE NO.: LSCP 20-135

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

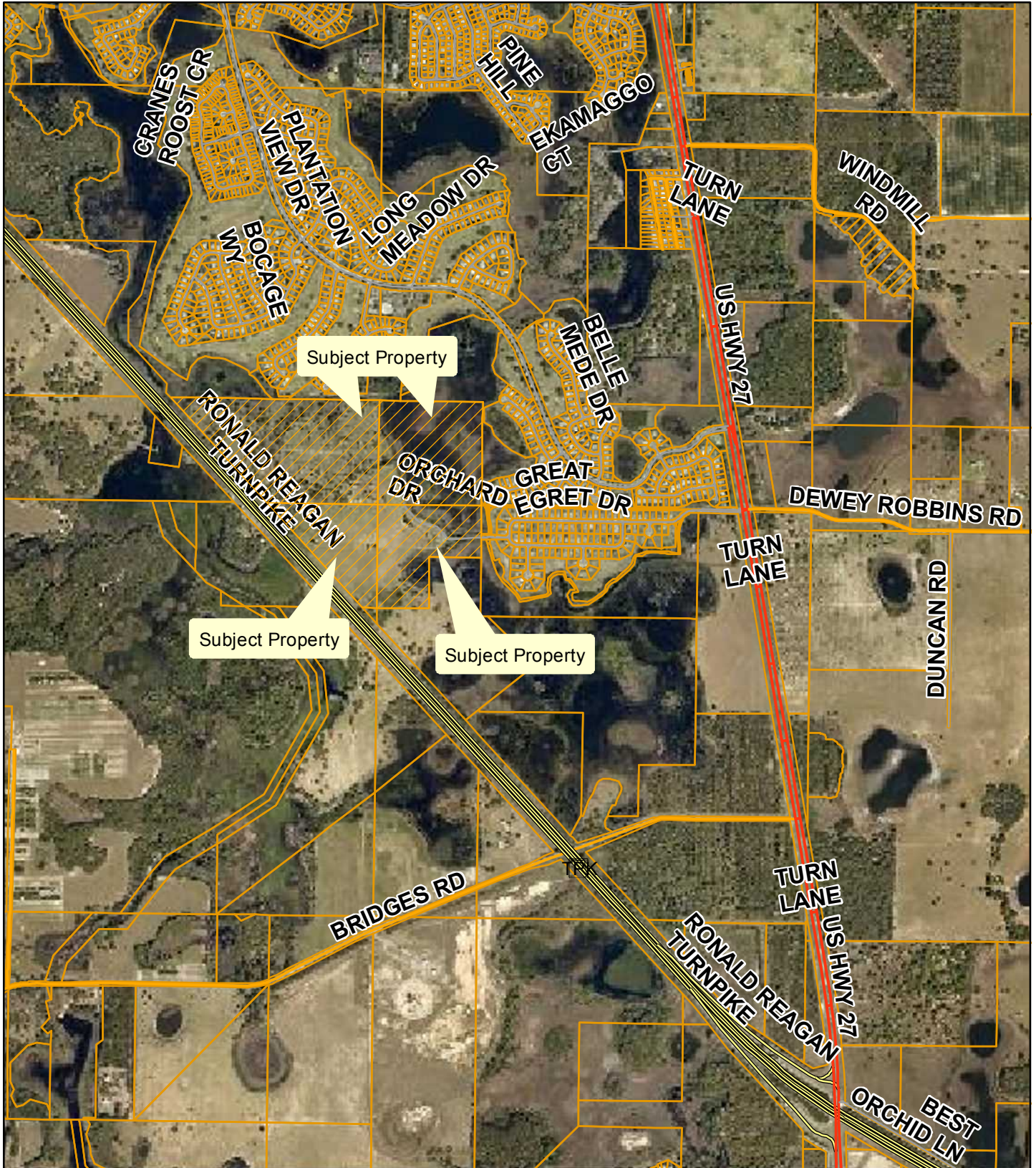
for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed request is compatible with the adjacent future land use designations of Lake County Urban Low Density, Lake County Rural, and City of Leesburg Neighborhood Mixed Use.
3. The proposed request is compatible with the current surrounding zoning districts of Lake County PUD (Planned Unit Development) and Lake County A (Agriculture District).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

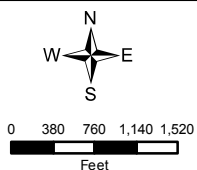
Action Requested:

1. Vote to approve the Large Scale Comprehensive Plan designation from Lake County Urban Low Density to City of Leesburg Estate Residential and forward the recommendation to the City Commission for consideration.

Aerial

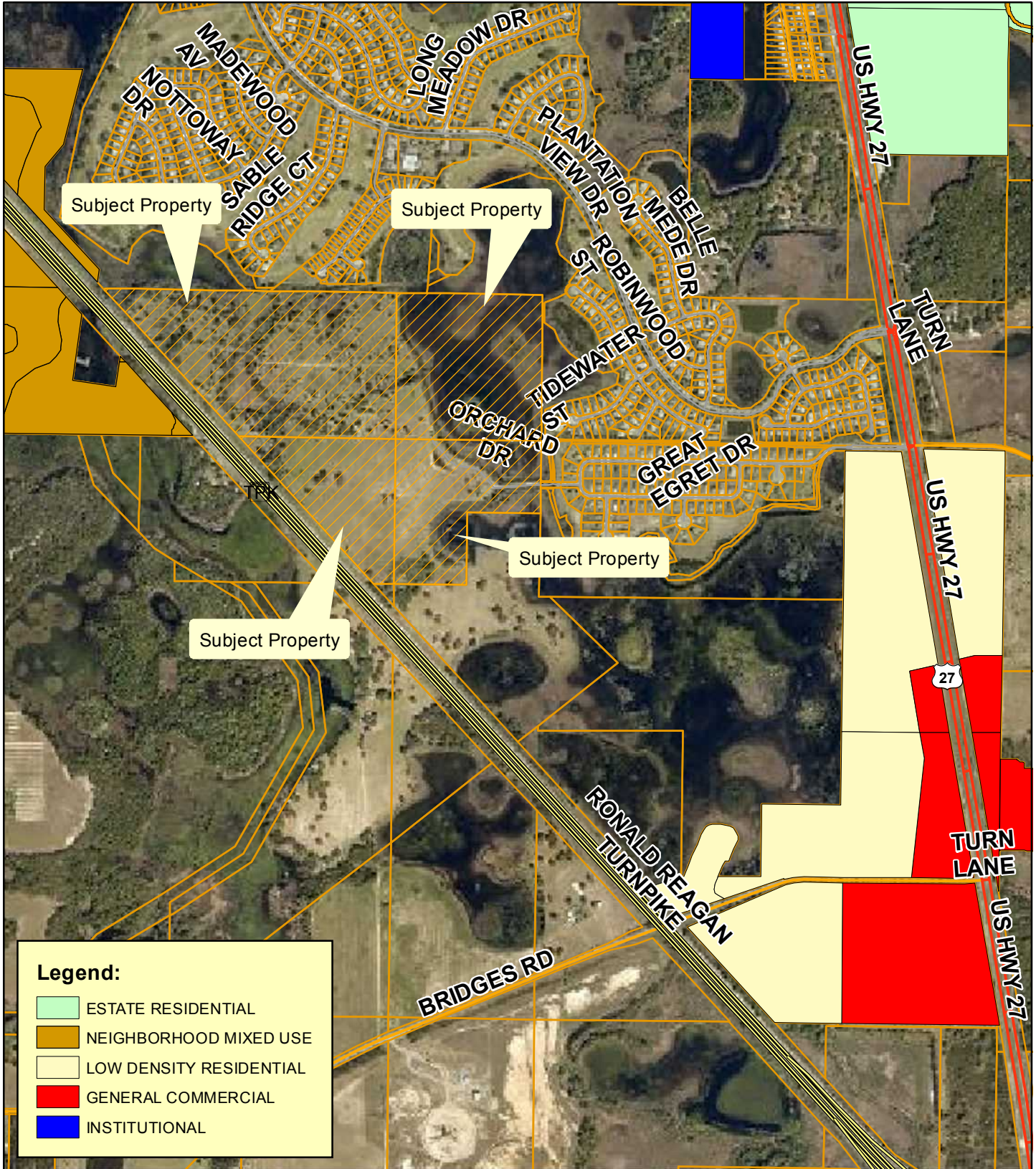


**Planning
& Zoning
Division**

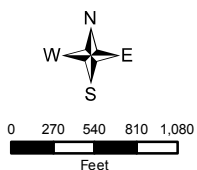


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Future Land Use

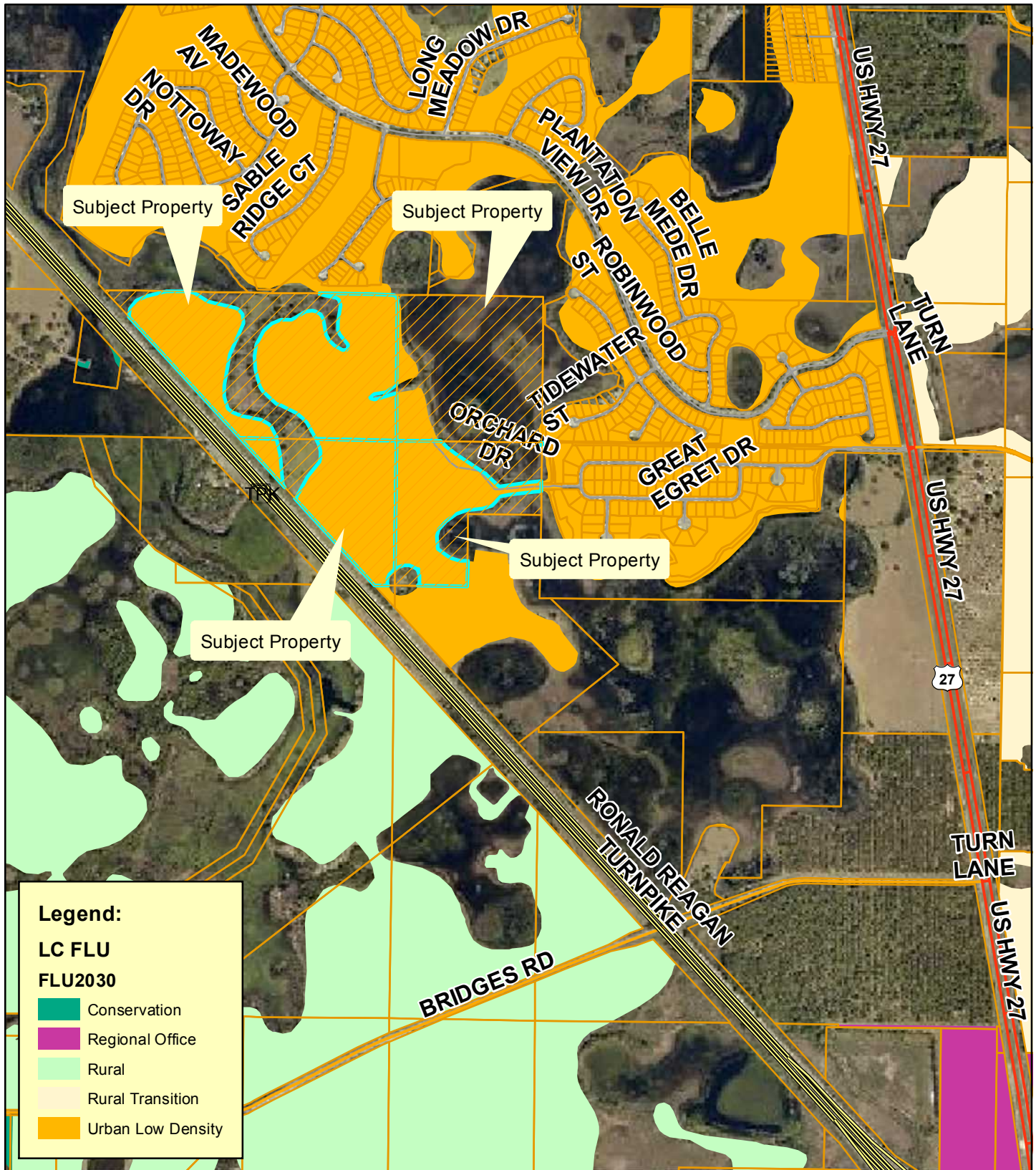


**Planning
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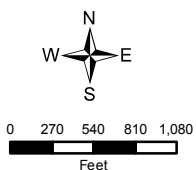


ANNX-20-134, LSCP-20-135, PUD-20-136
 Whitemarsh Phase II and Phase III
 AK#s: 3807722, 1062349, 1035538, 1035571
 Sections 01 & 02, Township 21 South, Range 24 East and
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 June 15, 2020

Lake County Future Land Use



**Planning
& Zoning
Division**

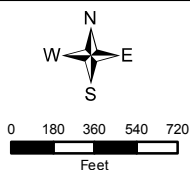


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June 15, 2020

Surrounding Land Uses

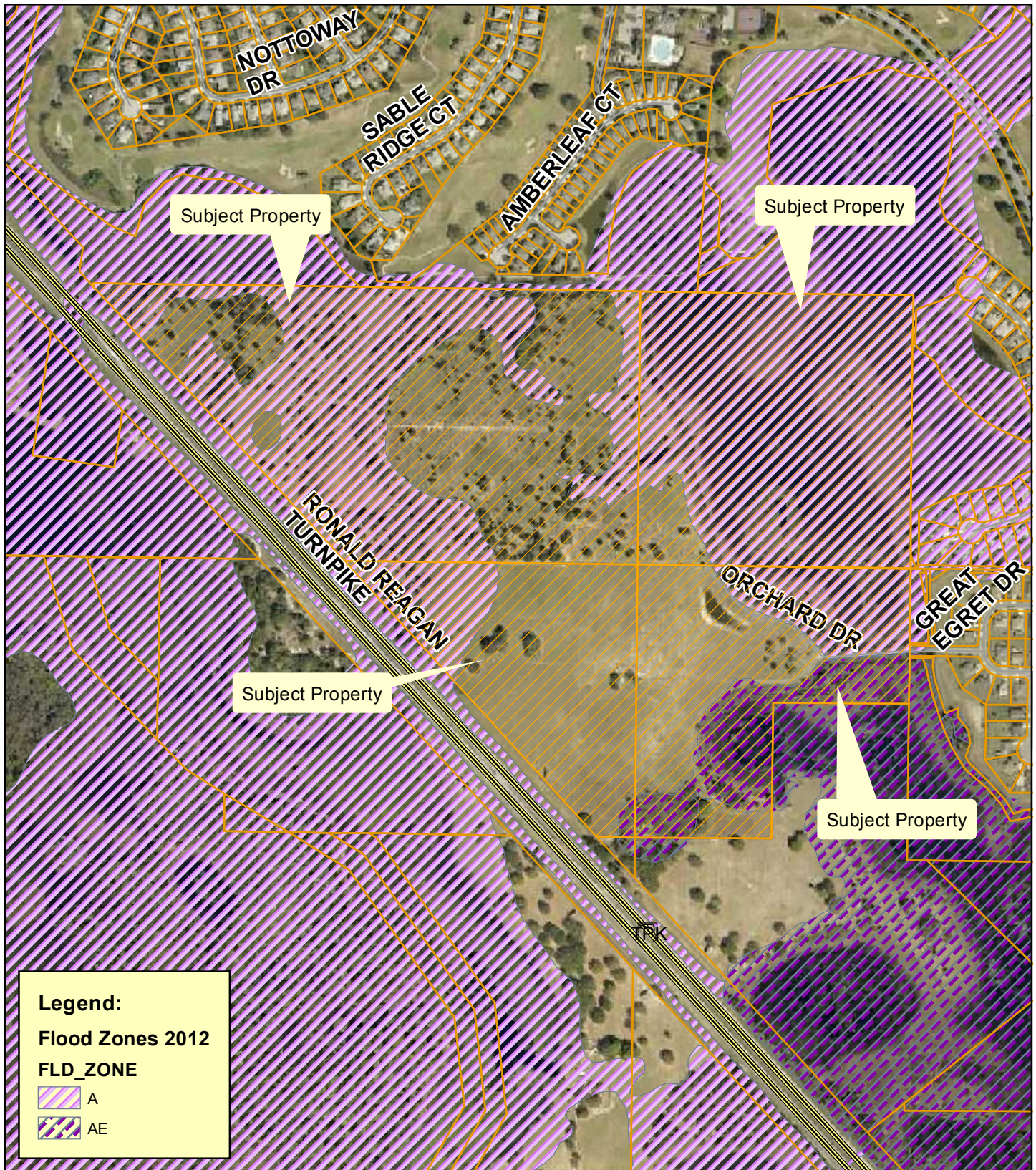


**Planning
& Zoning
Division**

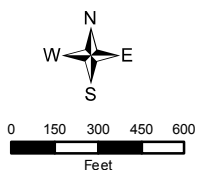


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June 15, 2020

Flood Zones

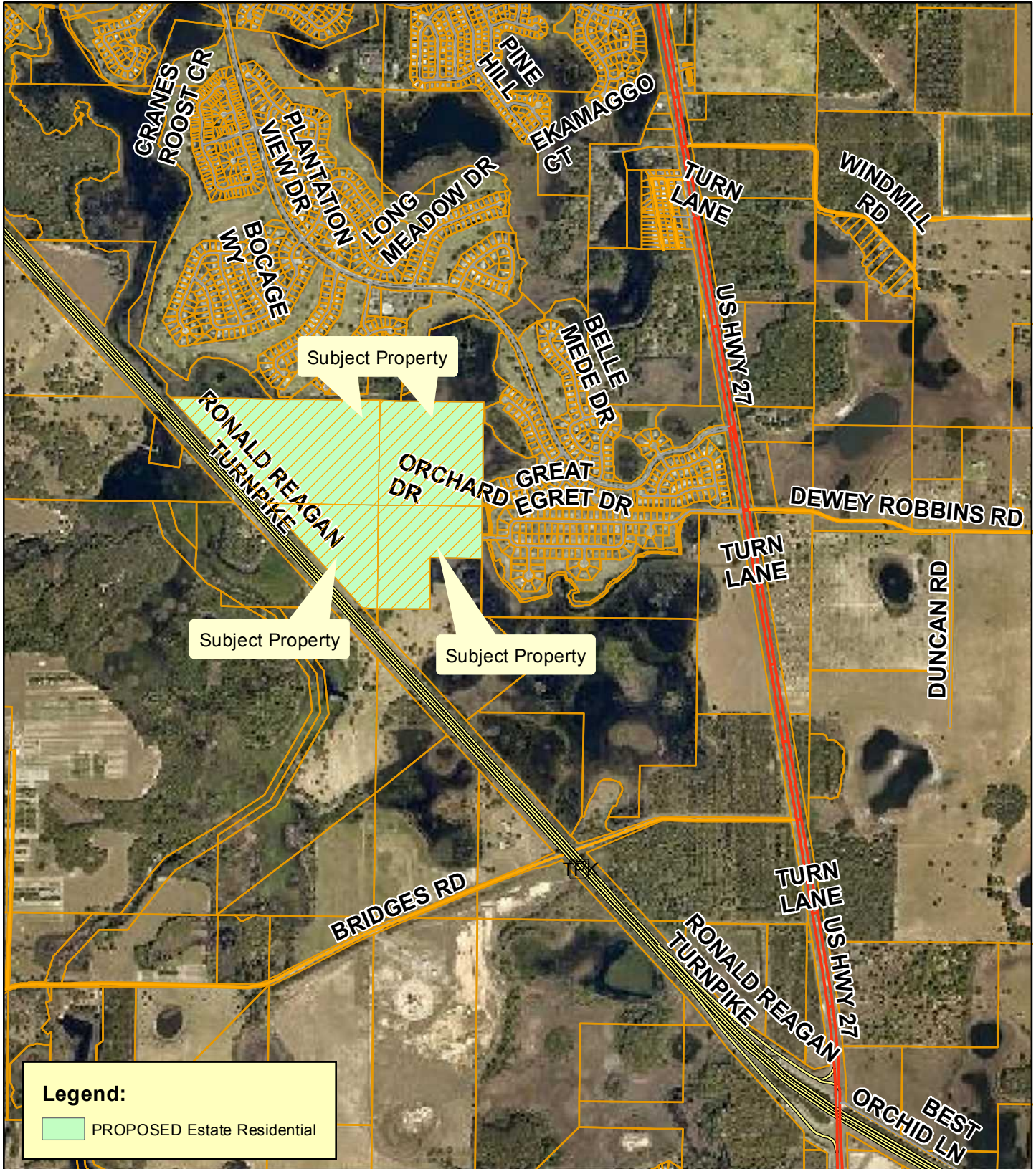


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& Zoning
Division**

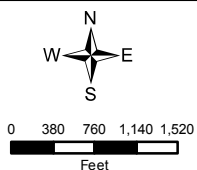


ANNX-20-134, LSCP-20-135, PUD-20-136
 Whitemarsh Phase II and Phase III
 AK#s: 3807722, 1062349, 1035538, 1035571
 Sections 01 & 02, Township 21 South, Range 24 East and
 Sections 35 & 36, Township 20 South, Range 24 East
 June 15, 2020

PROPOSED FUTURE LAND USE



**Planning
& Zoning
Division**



ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, AUGUST 20TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 20th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Clell Coleman – Vic Chairman
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Dianne Pacewicz, Planner, Careylee Murray, Planner, Sabrina Mitchell, Administrative Assistant II and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the next case under new business be brought forward.

1) PUBLIC HEARING CASE # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

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 158 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD AND EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 SOUTH, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)**
(Whitemarsh PH II & III)

Dan Miller introduced case number LSCP-20-135 – Whitemarsh Phase II and Phase III – Large Scale Comprehensive Plan Amendment and case number PUD-20-136 - Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background of the subject property, location and current zoning. Mr. Miller explained the (PUD) Planned Unit Development, the history of the subject property and requests.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments received. Under Public responses there is a concern for possible construction on existing wetlands; wetlands protected by state of Florida per the PUD documents, loss of wildlife habitat; wildlife study required, comments on a wall that may have been promised by a previous developer; because the Whitemarsh I property is in Lake County, we have no jurisdiction in this matter.

Mr. Miller read into the record some minor changes and clarifications to the PUD document prior to the vote. Minor change - Section 3.B.2 Prohibited uses, remove the word condominiums; (this is a form of ownership), Clarification of Section 6.A. Landscaping. The intent of the wording there is to require a fence along property having lots, not property that is undeveloped. Also, a clarification of Section 7 Site Access and Signage, and Section 8 Transportation Improvements, it is the intent of the document to require roadways within this project, Phase II and III to be constructed to city standards, and that FDOT control the need for any improvements at the intersection of Great Egret Drive and U.S. 27. It is not the intent of this document to require improvements within the Phase I of Whitemarsh.

Mr. Miller stated staff is recommending approval of these cases.

Greg Belliveau with LPG of Mt. Dora gave a detailed presentation of the subject property, explained the Plantation development order, property access, covenants within deeds Phase I, annexation, future land use, and PUD; reduce impacts, environmental analysis, sign off letter ;sand skink evaluation (cleared), shrub jays; no impact in a negative way; (signed off); gopher tortoises; take care of them proper way; next phase, prior to construction, endangered species, buffers, road; (permitted) allowed.

Citizens' concerns were based on traffic light; Mr. Miller replied that a traffic study would have to be done, environmental impact; panthers, Mr. Miller stated he would have the applicant respond to that question, fence (North side) concern; Mr. Miller replied anywhere there are lots to lots fence (required) on Whitemarsh side., type of fence; Mr. Miller replied it would be a physical fence made of PVC or some material, concern regarding transparency of the information shown; Mr. Miller replied all of the information is available, also if you live within 200' of the boundaries you will get a letter, sign concern; Mr. Miller replied the requirement is one sign at the roadway, environmental studies done, traffic change, impact on children, and pets, wetlands, Florida sandhill cranes, lift stations; improvements, water bills, developments, and flood plain levels (rise).

Greg Belliveau gave a presentation to address comments from citizens with exhibits for the record, regarding development, cranes; (no negative impact), conservation easement, shrub jays (can't touch) 100-year floods (address), St. John's permit; (follow rules), lift station (upgrade), pumps, fence; (along the North side), traffic; (go through Phase II and III), impact reduced through PUD; even under current County destination, and Plantation pod; (North), Villa pod with 40' lots; (not a single family pod), and abide by all St. John's and environmental rules.

Citizens' wanted additional information concerning; Orchard Drive that leads into the pasture pre-dates any construction in that area or plans for construction, Orchard Drive; (access), not built for development, plans for Whitemarsh II and III; (locations not to be disclosed), road built with development; Greg Belliveau replied there was a grove road there; (permits) due to the initial impacts to the wetlands, and plaque lined up that stub out to the old grove road, aials sent out, fence concern; (Whitemarsh I), Greg Belliveau

explained the development master plan for further clarification of the fence concern, entrance problem, walkway (cracked), and road collapse.

Greg Belliveau replied hopefully road was built with County specs (accepted) road systems; (not collapse), County maintenance; (contact County to keep it up and maintain road), traffic study; (impacts to entrance), not a traffic light; (not warranted), access; (back property), Dilly Marshland in the way of units; (protect wetlands); Greg Belliveau replied we have to go through permitting, find upland systems, and mitigate for any wetland impacts, Phase I development; (borders), Riverside and Brenton common borders with Whitemarsh, bushes not well maintained, security, residence responsible for maintaining bushes; Greg Beliveau we can address our phase and not previous phases, information of types of homes; (low income housing); Greg Beliveau replied it's not low income housing.

Chairman Bowersox stated if the Commissioners had any questions or discussion.

Commissioner Fitzpatrick expressed concern regarding full state environmental gambit, sandhill cranes; Greg Beliveau replied that's correct and stated if there are nesting there and we will identify where they are nesting; how many acres (impacted) acres preserving as (wetlands); Greg Beliveau replied 66 acres of wetlands, also setting aside 27 acres of uplands out of the almost 160 acres; preserving a good bit of property, prior use grove; (current approved pasture); impacted agriculture,

Commissioner O'Kelley expressed concern earlier deeds in Phase I there was a stipulation future Phase II or III using the entrance coming into the subdivision now; Greg Beliveau replied client informed him there was a covenant of annexation on some documents when the first phase was done when it was annexable, not automatic City has an option to annex it in.

Chairman Bowersox closes the discussion and entertained a motion, then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAND AMENDMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

2) PUBLIC HEARING CASE # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 158 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD

EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (Whitemarsh PH II & III)

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Mr. Miller read into the record the tentative dates for the City Commission meeting at that time all that information will be sent to the State for their required review and then will come back Monday, January 11 those dates do sometimes change based on scheduling.

DISCUSSION

None

ANNOUNCEMENTS

Chairman Bowersox announced he was very proud of the Commission on the last meeting.

Dan Miller announced September 24 promises to be an interesting meeting at well.

Commissioner O'Kelley expressed concern regarding total number of units on the Silver Lake Project; Mr. Miller replied 273.

Chairman Bowersox stated just for more information Silver Lake, Radio Road, and 44. Mr. Miller replied Hwy 44 directly North of the lots that are adjacent to the North side of Silver Lake; total acres 83.75.

ADJOURNMENT

Approximately 5:41 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 158 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for single family residential development for a property generally located west of U.S. highway 27, north of Bridges road and east of Florida's Turnpike, as legally described in Sections 01 and 02, Township 21 South, Range 24 East, and Sections 35 and 36, Township 20 South, Range 24 East, Lake County, Florida; and providing and effective date. (Whitemarsh PH II & III - PUD)

Staff Recommendation:

The Planning staff and Planning Commission recommend approval to rezone approximately 158 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development).

Analysis:

The project site is approximately 158 +/- acres. The property is generally located west of U.S. Highway 27, north of Bridges Road, and east of Florida's Turnpike, as shown on the attached General Location Map. Presently, the property is zoned Lake County A (Agriculture). The current use of the property is vacant and undeveloped. The proposal is for a single-family residential subdivision.

Surrounding the property are the zoning designations Lake County A and Lake County and PUD (Planned Unit Development). The existing land uses surrounding the property are residential, agricultural, and public lands. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on August 20, 2020 and by a vote of 5 to 0, 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:

Should the property be developed, a significant fiscal impact is expected in the form of ad valorem taxes plus utility service charges.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 158 ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT), TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD AND EAST OF FLORIDA'S TURNPIKE, AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AND EFFECTIVE DATE. (WHITEMARSH PH II & III - PUD)

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

Section 1.

Based upon the petition of David Strong, Manager for Lakeco Partners, LTD, (Greg Beliveau, Agent) the 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 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 25th day of January 2021.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

WHITEMARSH II & III
PLANNED UNIT DEVELOPMENT CONDITIONS
August 20, 2020

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, LTD., 1201 South Orlando Avenue, Suite 203, Winter Park, Florida, 32789**, (Greg Beliveau, Land Planning Group, 1162 Camp Avenue, Mt. Dora, Florida 34757 Petitioner), "Permittee" for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting approval for a proposed Planned Unit Development (PUD) zoning district to allow future construction of a proposed mixed-use residential development consisting of a maximum of 249 single family detached and 48 attached residential units on approximately 158 acres, generally located west of U.S. Highway 27 and Great Egret Drive, and north of Bridges 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 **Lake Co Partners, LTD., 1201 South Orlando Avenue, Suite 203, Winter Park, Florida, 32789**, (Greg Beliveau, Land Planning Group, 1162 Camp Avenue, Mt. Dora, Florida 34757 Petitioner), 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 158 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. Attached single family residential units (townhouses)
3. Accessory structures for residential uses
4. Sales office in a single-family unit
5. Accessory retail within a recreation center or clubhouse, intended for the primary use of residents, such as a snack bar.
6. Temporary modular sales center office (during construction and sales of new units) not to exceed one year, and construction office not to exceed two years from the approval of the final plat of the final phase for the subdivision. Model homes may be used as sales centers during the duration of the project.

B. Prohibited Uses

1. Condominium units
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 234+/- single family detached residential units, and 63 single family attached residential units at a gross density not to exceed 1.9 units per acre on the approximately 158-acre site, as shown on **Exhibit C, Master Development Plan**.

B. Lot sizes for the single family detached shall be varied, to include 50, 60- and 70-foot widths. Table 1 allows for a mix of lot sizes, shows required minimums and maximums permitted of each lot size. The mix of lot sizes may change as long as it remains consistent with the requirements for minimum width and depth and location requirements in paragraph C below.

Table 1

Lot Size	50 feet	60 feet	70 feet
Minimum Required	0	25*	25*
Maximum Permitted	199	249	249

(may be higher upon final design, subject to meeting minimum requirements for being adjacent to existing neighboring single family residential developments.)*

- C. Lots along the northern most property boundary, bordering the Plantation subdivision, shall have a minimum lot width shall be 70 feet, as shown on the Master Development Plan.
- D. 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.
- E. The minimum lot development standards shall be:
 - 1. For 50-foot lots:
 - a. 50 foot lots shall not be located directly adjacent to the 25-foot property buffer on the northern most boundary.
 - b. Minimum house size: 1,200 square feet.
 - c. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 5,750 square feet.
 - e. Minimum width 50 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 20 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet; and
 - Porch – 14 feet (porch must be a minimum width of 6 feet).
 - 2. For 60-foot lots:
 - a. 60 foot lots shall be permitted on the interior to the subdivision, not directly adjacent to the 25-foot property buffer on the northern most boundary.
 - b. Minimum house size: 1,400 square feet.
 - c. Each additional bedroom to the above the minimum house size shall be a minimum of 120 square feet.
 - d. Minimum lot size shall be 6900 square feet.
 - e. Minimum width 60 feet
 - f. Minimum depth 115 feet
 - g. Minimum building setbacks:
 - Front – 20 feet;
 - Rear – 18 feet;
 - Side – 5 feet;
 - Corner Side – 15 feet.
 - Porch – 14 feet (porch must be a minimum width of 6 feet).

3. For 70-foot lots:
 - a. Minimum house size: 1,600 square feet.
 - b. Each additional bedroom added to the above minimum house size shall be a minimum of 120 square feet.
 - c. Minimum lot size shall be 8050 square feet.
 - d. Minimum width 70 feet
 - e. Minimum depth 115 feet
 - f. Minimum building setbacks:
Front – 20 feet;
Rear – 18 feet;
Side – 5 feet;
Corner Side – 15 feet.
Porch – 14 feet (porch must be a minimum width of 6 feet).
4. For all structures:
 - a. Each residential structure shall have a minimum two car garage.
 - b. Minimum distance between structures shall be 10 feet; measured from building wall to building wall, and the 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 five (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, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- C. Other similar design variations meeting the intent of this section may be approved by the Community Development Director or designee.
- D. The architectural styles and facades shall be reviewed by staff prior to submission of the site plan, and shall meet the criteria stated herein.

6. **LANDSCAPING & BUFFER REQUIREMENTS**

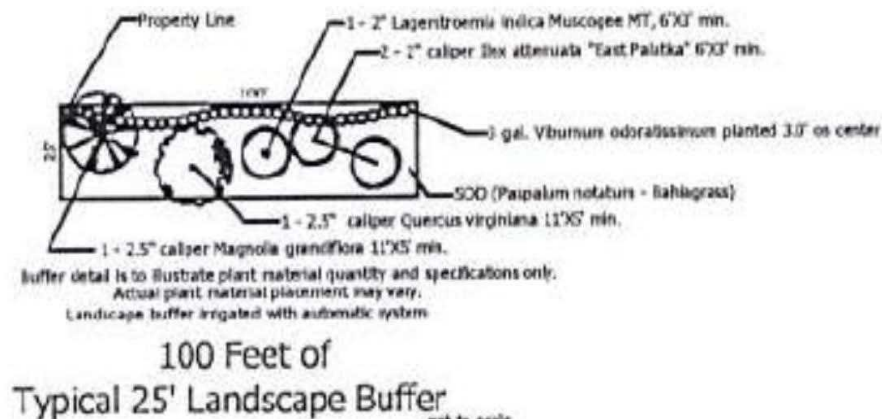
- A. A minimum twenty-five (25) foot buffer tract with plantings as shown in Figure A below, shall be provided along the entire boundary of the property, unless otherwise provided for within these standards.
- B. A six (6) foot high privacy fence shall be provided at the rear lot line of all lots located on the northern most boundary of the property, as shown on the Master Development Plan. This fence shall be constructed of PVC, or other such synthetic material that allows for an opaque barrier. This fence shall be constructed on the rear property line of each individual lot, leaving the required 25 foot buffer for landscaping as required herein.

- 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 requirements of the code may be approved by the Community Development Director or designee, as long as the intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.
- 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) Tree sample plots shall be located and trees identified by a registered landscape architect, certified arborist, or certified forester or licensed surveyor

7. SITE ACCESS AND SIGNAGE

- A. Access locations depicted on the Master Development Plan are conceptual and subject to Lake County approval. Actual location and design of the roads shall be determined at the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process.
 - 1) Adequate right of way along the access point shall be required to ensure adequate roadway paving and access.
 - 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. The access point to this phase 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 entry signage 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 prior to site plan approval 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. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City that the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- G. Sidewalks shall be provided on both sides of the entrance road 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, 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 association is an acceptable maintenance entity.
- D. The existing 100-year flood plain shown shall be shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the

Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

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 twenty-five (25) feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency.
- 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. There are currently FEMA flood zones located throughout the parcel. 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 200 square feet of space per dwelling unit or 1.5 total acres, whichever is greater.
- B. Recreational requirements shall include at least one primary active recreation area, to include a swimming pool and cabana with onsite parking. Other recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of the first 150 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. Satisfaction of substantial implementation shall be attained at such point as the developer has performed any of the following:
 - 1) Completed and received approval from the City of Leesburg for the site plan review process for one (1) phase of the approved site development plan, to include permits from regional and State of Florida agencies as required by law, and;
 - 2) Diligently pursued completion of a new roadway, or other infrastructure as shown on the approved site plan.

16. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development conditions set forth herein, and with all City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in 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 could exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, 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

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

2) Commitment of Capacity

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

3) Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
- b. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B**LEGAL DESCRIPTION****LEGAL DESCRIPTION**

Parcel 1:

The Southwest 1/4 of the Southwest 1/4 of Section 36, Township 20 South, Range 24 East, Lake County, Florida AND The South 1/4 of Section 35, Township 20 South, Range 24 East, Lake County, Florida, lying East of Sunshine State Parkway (Florida Turnpike).

Parcel 2:

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 1; AND that part of the North 1/2 of the Northeast 1/4 of Section 2, lying East of the East right of way of the Sunshine State Parkway (Florida Turnpike), all lying and being in Township 21 South, Range 24 East, in Lake County, Florida.





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: August 20, 2020
OWNER: Lakeco Partners, LTD, David Strong, Manager
PETITIONER: Greg Beliveau, LPG Urban and Regional Planners, Inc.
PROJECT: Whitemarsh Phase I and Phase II
REQUEST: Zoning to PUD (Planned Unit Development)
CASE NO.: PUD-20-136

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request is compatible with the current surrounding zoning districts of Lake County PUD (Planned Unit Development) and Lake County A (Agriculture District).
2. The proposed request is compatible with the adjacent future land use designations of Lake County Urban Low Density, Lake County Rural, and City of Leesburg Neighborhood Mixed Use.
3. 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 recommendation to rezoning the subject property 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: July 31, 2020
OWNER: Lakeco Partners, LTD
PETITIONER: David Strong, Manager
PROJECT: Whitmarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-135; PUD-20-136

GENERAL LOCATION: The property is generally located west of U.S. Highway 27, north of Bridges Road and east of Florida's Turnpike.

FUTURE LAND USE DESIGNATION:
Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED FUTURE LAND USE DESIGNATION: City of Leesburg Estate Residential

EXISTING ZONING DESIGNATION: Lake County A (Agriculture)

SURROUNDING ZONING DESIGNATIONS:
North – Lake County PUD (Planned Unit Development)
South – Lake County A (Agriculture)
East – Lake County PUD (Planned Unit Development)
West – Lake County A (Agriculture)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant/undeveloped acreage.

SURROUNDING LAND USE:
North – Lake County Urban Low Density
South – Lake County Urban Low Density
East – Lake County Urban Low Density
West – City of Leesburg Neighborhood Mixed Use; Lake County Rural

PROPOSED LAND USE: Single Family Residential development

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

DATE: August 13, 2020
OWNER: Lakeco Partners, LTD
PETITIONER: David Strong, Manager
PROJECT: Whitemarsh Phase I and Phase II
REQUEST: Future Land Use amendment to Estate Residential and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-135; PUD-20-136

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 8/14/20

FIRE

No comments from Fire Department. Amanda Stevenson 8/13/20

ELECTRIC

This is outside Leesburg Electric service territory. Steve Davis 8/13/20

GAS

No comments received as of 8/14/20

GIS

No comments received as of 8/14/20

BUILDING

No comments received as of 8/14/20

PUBLIC WORKS

No issues from Public Works! Clifford Kelsey 8/14/20

ADDRESSING

No comments received as of 8/14/20

ECONOMIC DEVELOPMENT

No comments received as of 8/14/20

LAKE COUNTY

No comments received as of 8/14/20

LAKE COUNTY SCHOOLS

Please find attached the Adequate Public Facilities Determination for Whitemarsh Phase 2 & 3. Thanks,

LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION (L-S mpo)

PUBLIC RESPONSES

Approval

2 approvals (both cases)

Disapproval

6 disapprovals 5 with comments.

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Leonard Bayern – It appears that the sites are building in the wet lands behind us.

John Butts – I am a Floridian. I think that the White Marsh destruction of the Preparation area would cause the death or relocation of the bird population, fish, otters, turtles, and alligators. When they did original phase, they were to put a privacy wall. It never happened. Response to the wall was if you want to take us to court. This said area behind us is home to Florida panther, bob cats, and coyotes.

Jacklyn Butts – Phase 1 of Whitmarsh stated prior to construction a wall would be installed (security).

Jim Brit – Dan, I live in the Riverside village within the Plantation; I have a concern with the increase in the number of homes in the neighborhoods within Whitmarsh. The border between the two communities is vegetation and is a poor barrier between the communities (55+ plus versus family homes).

I would like to see the developer put in a better barrier between the two developments. Better fences make better neighbors. With the increase in traffic that the new community would bring and the advent of more teenagers, more mischief is possible.

Dan, I am not comfortable going to public meetings via the virus and social distancing issue. Can you express my concern?

Linda Griffin – Please see attached comments below.

Comments:

First of all, I want to comment on the fact that during this virus, we (seniors of the Plantation) are being told to stay at home and not go to crowded places, yet the city plans meetings like this when we really cannot safely attend. I find this to be objectionable.

There are many reasons why I am opposed to this change. The first is that when I purchased my home, I inquired about the land behind it as I did not want to live with another home backing up to me. I was told it was protected wetlands that could not be built on. Clearly, the person who purchased this property was aware of this at the time of purchase. Now they are applying to change that even though all the properties built around it were sold with this designation in place. There are reasons wetlands are protected in the first place and there are always repercussions to building on a wetland area. Besides the loss of habitat, which in itself is bad enough, there is also the matter of where the water will go and how will it affect all properties in the neighborhood. After all, it is called marsh for a reason.

The traffic on Hwy 27 is getting worse all the time. There is already considerable building being done within a few miles. What is in the plans to handle all of the additional traffic on this road?

I also purchased my home in a 55 plus neighborhood for a reason. This was the kind of neighborhood I wished to live in. As stated before, I did inquire about that land for that reason. Unfortunately, there was very little information provided about the issues existing property owners around said property would have. Water issues, utility issues and traffic issues were not addressed. While I am opposed to this change for the reasons listed, as I looked over the papers one of the other things that I looked for and did not find was at least a minimum buffer area built into to the plans. Given that the property owners wish to build family homes and townhomes up against a 55 plus community, I would expect to see this in order to benefit both the families and the seniors. The Plantation has one on their side of the property line and it would seem appropriate that there should have been one expected on the other side. I would have expected the planning commission to require this. This, along with other issues listed along with the flagrant disregard for wetlands designation, is another indicator that there is little regard for homeowners in the area.

Please do not change the zoning on this area.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, AUGUST 20TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, August 20th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:30 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Clell Coleman – Vic Chairman
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Dianne Pacewicz, Planner, Careylee Murray, Planner, Sabrina Mitchell, Administrative Assistant II and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the next case under new business be brought forward.

1) PUBLIC HEARING CASE # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

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 158 +/- ACRES FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG ESTATE RESIDENTIAL FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD AND EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 SOUTH, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)**
(Whitemarsh PH II & III)

Dan Miller introduced case number LSCP-20-135 – Whitemarsh Phase II and Phase III – Large Scale Comprehensive Plan Amendment and case number PUD-20-136 - Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background of the subject property, location and current zoning. Mr. Miller explained the (PUD) Planned Unit Development, the history of the subject property and requests.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments received. Under Public responses there is a concern for possible construction on existing wetlands; wetlands protected by state of Florida per the PUD documents, loss of wildlife habitat; wildlife study required, comments on a wall that may have been promised by a previous developer; because the Whitemarsh I property is in Lake County, we have no jurisdiction in this matter.

Mr. Miller read into the record some minor changes and clarifications to the PUD document prior to the vote. Minor change - Section 3.B.2 Prohibited uses, remove the word condominiums; (this is a form of ownership), Clarification of Section 6.A. Landscaping. The intent of the wording there is to require a fence along property having lots, not property that is undeveloped. Also, a clarification of Section 7 Site Access and Signage, and Section 8 Transportation Improvements, it is the intent of the document to require roadways within this project, Phase II and III to be constructed to city standards, and that FDOT control the need for any improvements at the intersection of Great Egret Drive and U.S. 27. It is not the intent of this document to require improvements within the Phase I of Whitemarsh.

Mr. Miller stated staff is recommending approval of these cases.

Greg Belliveau with LPG of Mt. Dora gave a detailed presentation of the subject property, explained the Plantation development order, property access, covenants within deeds Phase I, annexation, future land use, and PUD; reduce impacts, environmental analysis, sign off letter ;sand skink evaluation (cleared), shrub jays; no impact in a negative way; (signed off); gopher tortoises; take care of them proper way; next phase, prior to construction, endangered species, buffers, road; (permitted) allowed.

Citizens' concerns were based on traffic light; Mr. Miller replied that a traffic study would have to be done, environmental impact; panthers, Mr. Miller stated he would have the applicant respond to that question, fence (North side) concern; Mr. Miller replied anywhere there are lots to lots fence (required) on Whitemarsh side., type of fence; Mr. Miller replied it would be a physical fence made of PVC or some material, concern regarding transparency of the information shown; Mr. Miller replied all of the information is available, also if you live within 200' of the boundaries you will get a letter, sign concern; Mr. Miller replied the requirement is one sign at the roadway, environmental studies done, traffic change, impact on children, and pets, wetlands, Florida sandhill cranes, lift stations; improvements, water bills, developments, and flood plain levels (rise).

Greg Belliveau gave a presentation to address comments from citizens with exhibits for the record, regarding development, cranes; (no negative impact), conservation easement, shrub jays (can't touch) 100-year floods (address), St. John's permit; (follow rules), lift station (upgrade), pumps, fence; (along the North side), traffic; (go through Phase II and III), impact reduced through PUD; even under current County destination, and Plantation pod; (North), Villa pod with 40' lots; (not a single family pod), and abide by all St. John's and environmental rules.

Citizens' wanted additional information concerning; Orchard Drive that leads into the pasture pre-dates any construction in that area or plans for construction, Orchard Drive; (access), not built for development, plans for Whitemarsh II and III; (locations not to be disclosed), road built with development; Greg Belliveau replied there was a grove road there; (permits) due to the initial impacts to the wetlands, and plaque lined up that stub out to the old grove road, aials sent out, fence concern; (Whitemarsh I), Greg Belliveau

explained the development master plan for further clarification of the fence concern, entrance problem, walkway (cracked), and road collapse.

Greg Belliveau replied hopefully road was built with County specs (accepted) road systems; (not collapse), County maintenance; (contact County to keep it up and maintain road), traffic study; (impacts to entrance), not a traffic light; (not warranted), access; (back property), Dilly Marshland in the way of units; (protect wetlands); Greg Belliveau replied we have to go through permitting, find upland systems, and mitigate for any wetland impacts, Phase I development; (borders), Riverside and Brenton common borders with Whitmarsh, bushes not well maintained, security, residence responsible for maintaining bushes; Greg Beliveau we can address our phase and not previous phases, information of types of homes; (low income housing); Greg Beliveau replied it's not low income housing.

Chairman Bowersox stated if the Commissioners had any questions or discussion.

Commissioner Fitzpatrick expressed concern regarding full state environmental gambit, sandhill cranes; Greg Beliveau replied that's correct and stated if there are nesting there and we will identify where they are nesting; how many acres (impacted) acres preserving as (wetlands); Greg Beliveau replied 66 acres of wetlands, also setting aside 27 acres of uplands out of the almost 160 acres; preserving a good bit of property, prior use grove; (current approved pasture); impacted agriculture,

Commissioner O'Kelley expressed concern earlier deeds in Phase I there was a stipulation future Phase II or III using the entrance coming into the subdivision now; Greg Beliveau replied client informed him there was a covenant of annexation on some documents when the first phase was done when it was annexable, not automatic City has an option to annex it in.

Chairman Bowersox closes the discussion and entertained a motion, then the voting took place.

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # LSCP-20-135 – WHITEMARSH PHASE II AND PHASE III – LARGE SCALE COMPREHENSIVE PLAND AMENDMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

2) PUBLIC HEARING CASE # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 158 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27, NORTH OF BRIDGES ROAD

EAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTIONS 01 AND 02, TOWNSHIP 21 SOUTH, RANGE 24 EAST, AND SECTIONS 35 AND 36 TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, OCTOBER 12, 2020 AND SECOND READING ON MONDAY, JANUARY 11, 2021)** (Whitemarsh PH II & III)

Commissioner Fitzpatrick made a MOTION for APPROVAL of case # PUD-20-136 – WHITEMARSH PHASE II AND PHASE III – PLANNED UNIT DEVELOPMENT Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5- 0.

Mr. Miller read into the record the tentative dates for the City Commission meeting at that time all that information will be sent to the State for their required review and then will come back Monday, January 11 those dates do sometimes change based on scheduling.

DISCUSSION

None

ANNOUNCEMENTS

Chairman Bowersox announced he was very proud of the Commission on the last meeting.

Dan Miller announced September 24 promises to be an interesting meeting at well.

Commissioner O'Kelley expressed concern regarding total number of units on the Silver Lake Project; Mr. Miller replied 273.

Chairman Bowersox stated just for more information Silver Lake, Radio Road, and 44. Mr. Miller replied Hwy 44 directly North of the lots that are adjacent to the North side of Silver Lake; total acres 83.75.

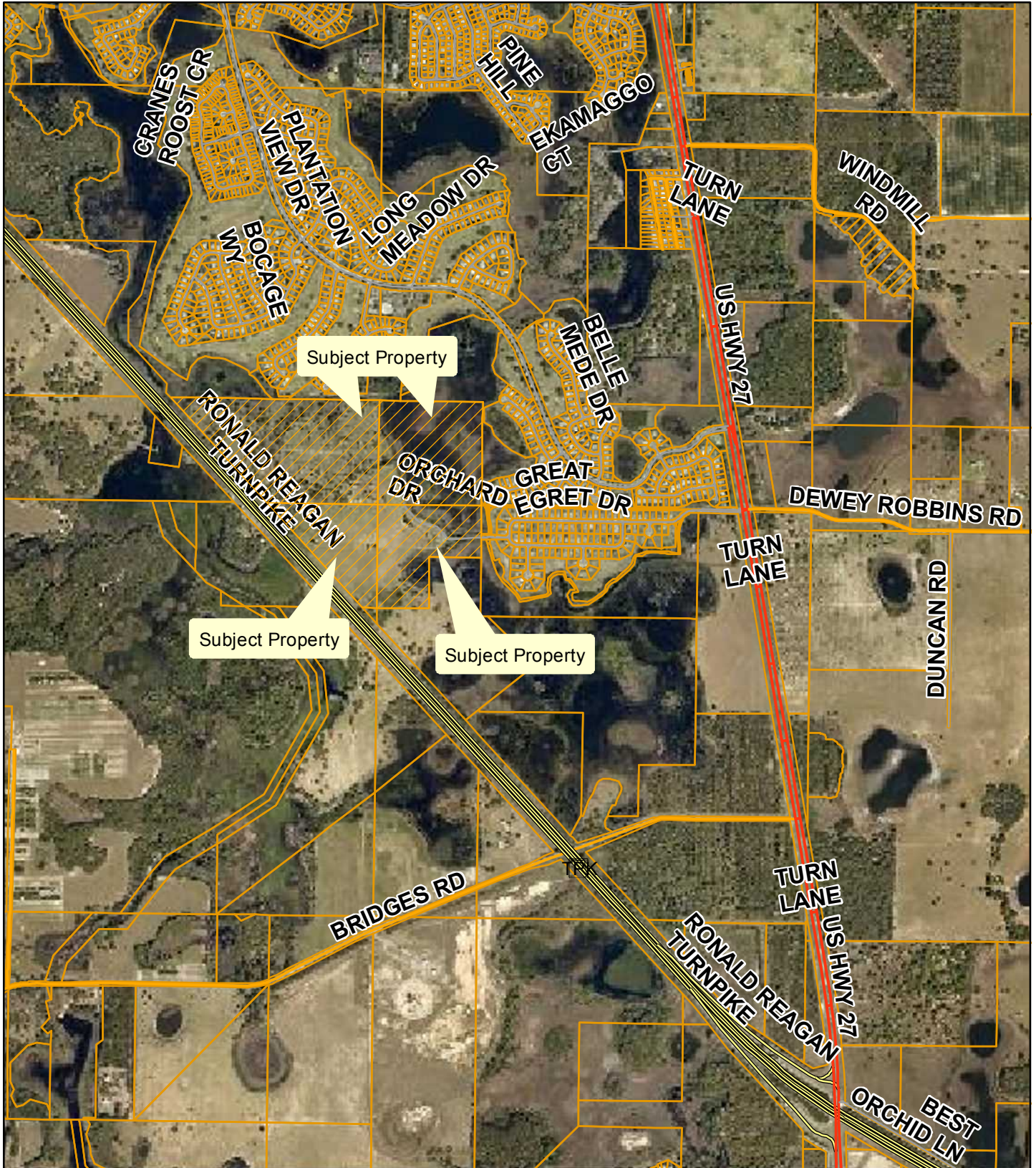
ADJOURNMENT

Approximately 5:41 p.m.

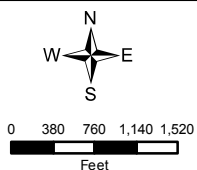
Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

Aerial

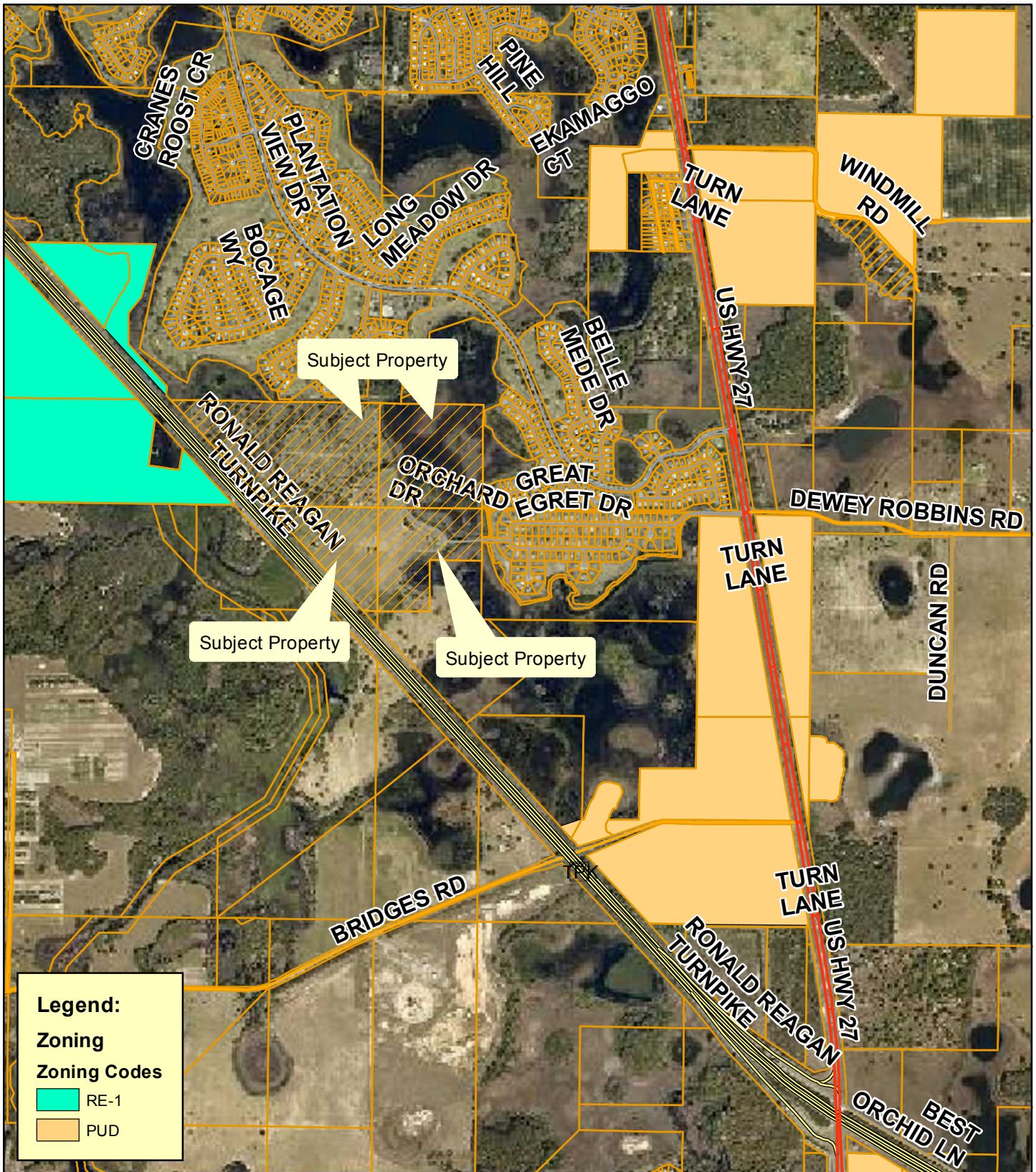


**Planning
& Zoning
Division**

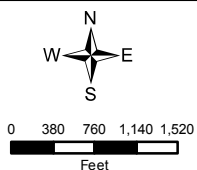


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Zoning

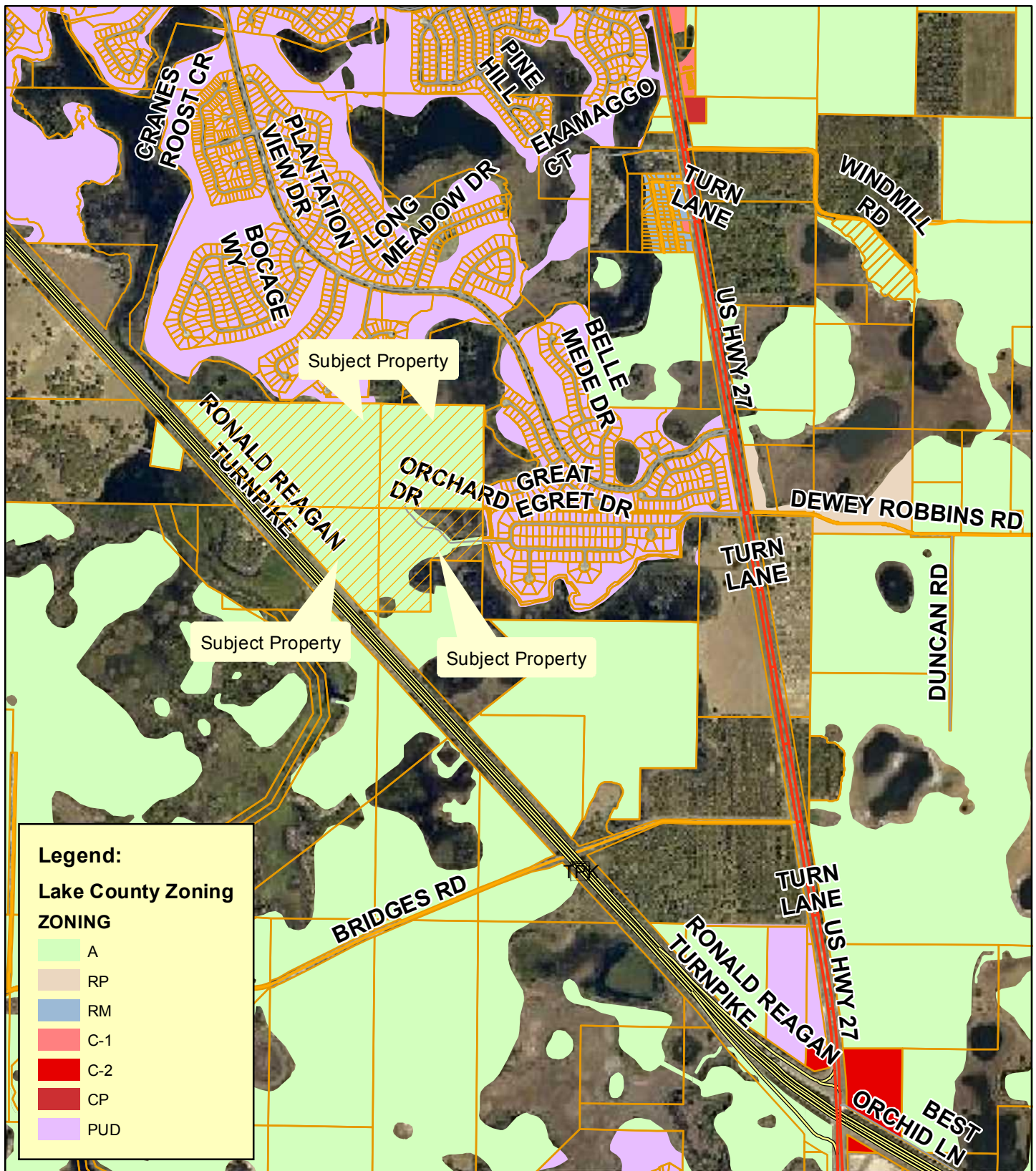


**Planning
& Zoning
Division**

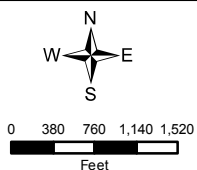


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

Lake County Zoning

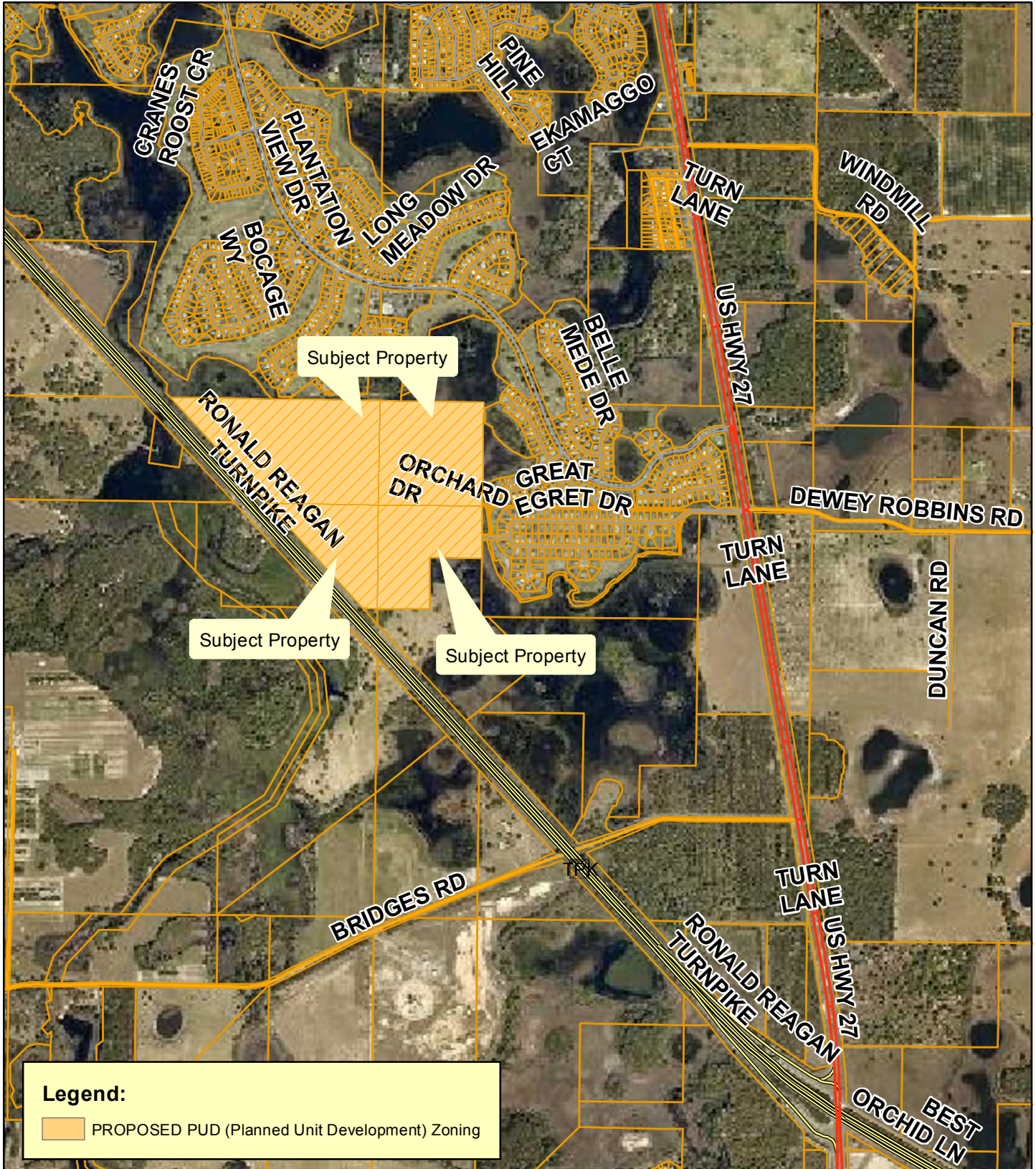


**Planning
& Zoning
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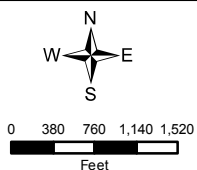


ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

PROPOSED ZONING



**Planning
& Zoning
Division**



ANNX-20-134, LSCP-20-135, PUD-20-136
Whitemarsh Phase II and Phase III
AK#s: 3807722, 1062349, 1035538, 1035571
Sections 01 & 02, Township 21 South, Range 24 East and
Sections 35 & 36, Township 20 South, Range 24 East
June 15, 2020

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, rezoning approximately 14.09 acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) for a property generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road as legally described in Section 14, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Fox Pointe)

Staff Recommendation:

Staff recommends approval of the request to amend the conditions on the existing PUD (Planned Unit Development) for Fox Pointe subdivision.

Analysis:

The property is generally located east of U.S. Highway 27, lying north of County Road 48 and south of Commander Road as shown on the attached maps. It is currently under a PUD (Planned Unit Development) zoning, which allows for 56 single family and townhouse units. The new proposal requests removing the townhouse units, and reducing the overall number of units to 46 single family residences. The site has Low Density and Conservation Future Land uses: those categories will not change. The surrounding future land uses are commercial to the north, south and west, with residential to the east across the Palatlahaha River. The changes requested are minor and slightly reduce the density allowed in the current PUD.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development), or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result should the property be developed in the future. This will take the form of ad valorem taxes plus impact and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 14.09 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 48 AND SOUTH OF COMMANDER ROAD AS LEGALLY DESCRIBED IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (FOX POINTE)

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

Section 1.

Based upon the petition of Bobby Wonus, Madden, Morehead and Stokes, LLC, the 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 City PUD (Planned Unit Development to PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

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

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**FOX POINTE OF LEESBURG, LLC
FOX POINTE AT RIVERS EDGE
PLANNED UNIT DEVELOPMENT CONDITIONS
NOVEMBER 19, 2020**

This Planned Unit Development Conditions for a PUD (Planned Unit Development) District is granted by the City of Leesburg Planning and Zoning Commission, Lake County, Florida to **FOX POINTE OF LEESBURG, LLC**, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "*Planned Development Process*", as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) zoning district to allow construction of a proposed residential subdivision development consisting of a maximum of 56 detached single-family units on approximately 14.32 acres generally located east of U.S. 441 and south of Commander Road and west of the Palatka River, on a site within the City of Leesburg in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to **FOX POINTE OF LEESBURG, LLC**, to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg. The property is generally located east of U.S. 27 and south of Commander Road. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. **LAND USE**

The above-described property, containing approximately 14.32 acres, shall be used for single-family detached residential uses, pursuant to City of Leesburg development codes and standards.

- A. Residential Development

1. The project shall contain a maximum of 42 detached single-family units at a gross density not to exceed 4 units per acre.
 2. The minimum lot size shall be 5,650 square feet for detached single-family lots.
 3. Minimum lot widths shall be 50 feet. Minimum lot depth shall be 113 feet.
 4. The following minimum yard setbacks shall be maintained:

Front porch setback – 18 feet

Front setback – 25 feet;

Rear setback – 18 feet; and

Side setbacks - minimums 5 feet each side

Corner side setback – 20 feet.

5. Minimum distance between structures shall be ten (10) feet; measured from building wall to building wall and the roof overhang shall not exceed 40 percent of the distance between the building wall and the property line.
6. For individual lots fronting the Palatlahaha River, a maximum of one private dock per residential lot will be permitted, with one additional dock for use of the general development residents only. This dock, if constructed, shall be within a homeowner's association tract, under common ownership of the homeowner's association. No over night parking of boats shall be permitted at the common dock for general residents. All docks shall be considered accessory structures, and therefore maintain a minimum setback of five (5) feet from the side property line in a manner as if the side property line projected into the water.
7. The approval in this ordinance for docks constitutes approval of docks as a land use only. The actual design and construction of docks is dependent on the developer obtaining permits from other agencies prior to commencement of construction. Approval of this ordinance constitutes approval only for the use of the land. The City does not have jurisdiction to grant final approval for construction of docks and the developer will be required to obtain all necessary permits from agencies having jurisdiction. This ordinance does not constitute an official position by the City of Leesburg for or against issuance of such permits.
8. 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 % of the required rear yard.
9. Impervious surface coverage for single-family detached shall not exceed 65 percent.
10. Maximum building height shall not exceed 35 feet or two stories.
11. An attached swimming pool screened enclosure must maintain a minimum setback of five (5) feet from the side and rear property line.

B. Recreational Development

1. Recreational development shall include active and passive uses for the project. Recreational development shall meet the requirements of the City of Leesburg Land Development Code (as amended) and adopted Growth Management Plan (as amended).
2. This Planned Unit Development shall provide accessibility from all areas of the community, via internal right of way, to any proposed recreational facilities.
3. A central recreational area (11,200 sq.ft.) shall be provided and developed by the developer as a neighborhood park with improvements approved by the City

C. A sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.

D. Open Space and Buffer Areas

1. All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by the Army Corps of Engineers, Department of Environmental Protection, St. Johns River Water Management District or the appropriate entity with legal jurisdiction. 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 preliminary plat application
2. A conservation easement shall be established in accordance with the requirements of the Department of Environmental Protection and the St. Johns River Water Management District, including a buffer from the edge of the Palatlakaha River with a minimum width as determined by the appropriate agency, of 15 feet and an average width of 25 feet. The conservation easement shall be established when the plat for the initial phase of the community is recorded. The conservation easement shall be identified on the plat or in the associated Declaration of Covenants and Restrictions.
 - a. This conservation easement shall remain in its undisturbed natural state except for a pathway which may be cut to allow access to boat docks. This access shall be a maximum of width of five (5) feet.
3. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
4. Wetlands shall have a minimum upland buffer of 15 feet and an average width of 25 feet, or the upland buffer established by St. Johns River Water Management District, Army Corps of Engineers /or the agency of legal jurisdiction, 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 the agency with legal jurisdiction.
5. 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.
6. If wetland alteration is permitted by St. Johns River Water Management District, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District, Army Corps of Engineers or the agency of legal jurisdiction, whichever is more restrictive.
7. 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 preliminary plat application. The Permittee shall designate a responsible legal entity that shall implement and maintain the wildlife management plan.
8. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, 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. With the exception of lots fronting on the Palatlakaha

River, 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 St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

9. Conservation easements may be allowed on platted lots and platted common areas when adjacent to the Palatlahaha River.
10. Landscape buffers shall meet the minimum planting requirement of the City of Leesburg Land Development Code. Minimum landscape buffer widths and treatments shall be as follows:

North: Fifteen (15) foot wide landscape buffer with a six (6) foot pre-cast Masonry wall and required plantings along the north property line; adjacent to Commander Road.

East: Ten (10) foot wide landscape buffer with a six (6) foot solid PVC fencing and required plantings along the east property line; from Commander Road, east to Palatlahaha River right of way easement.

West: Ten (10) foot wide landscape buffer with a six (6) foot pre-cast Masonry wall and required plantings along the west property line; adjacent to commercial uses fronting U.S. Highway 27.

South: Ten (10) foot wide landscape buffer with a six (6) foot pre-cast masonry wall and required plantings along the south property line; from west landscape buffer, east to Palatlahaha River right-of-way easement.

E. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Planned Unit Development Plan (attached as part of the application). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

3. **STORMWATER MANAGEMENT / 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 demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's association is an acceptable maintenance entity.
- D. The 100-year flood plain 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 Environmental Resource Permit obtained from St. Johns River Water Management District.
- G. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
- H. 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.

4. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or right-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.
- B. Vehicular access to the project site shall be provided along Commander Road. Any other potential accesses will be reviewed by the Development Review Committee during site plan process.
 - 1. The City of Leesburg works with Lake County in regard to provision of roadways, right-of-way, access and other comments and improvements, as provided during the Development Review Committee process.
- C. The Permittee shall provide all necessary improvements / signalization within and adjacent to the development as required by Florida Department of Transportation, Lake County and City of Leesburg.
- D. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements.
- E. Sidewalks shall be provided on at least one side of the road in the residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be a minimum of four (4) feet in width and constructed in accordance with City of Leesburg Codes.
- F. The Permittee shall be responsible for obtaining all necessary FDOT or Lake County permits and a copy of all permits shall be provided to the City of Leesburg prior to pre-construction meeting and commencement of site construction. The city will not approve a final site plan until all reviews, documents and requirements are met to allow for a preconstruction meeting and commencement of site activity.
- G. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.

- H. 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 the road system is in suitable condition and meets City of Leesburg and FDOT requirements.
- I. During preliminary plan review the City will determination if any necessary access improvements are required. Said improvements will be the responsibility of the Permittee.

5. DESIGN REQUIREMENTS

A. Residential Development

1. Building Design

a. Single-family detached residential are permitted to have garages located with the following provisions.

- 1) Front access garages must be set back a minimum of ten (10) feet from the primary structure except for side entrance garages.
- 2) Rear garages must be setback a minimum of twenty (20) feet from an alley or rear access drive.
- 3) Side garages may have an access from the street and are required at a minimum, to be setback in line with the primary structures side setback.

b. The distance between any principal building and accessory building shall be a minimum of ten (10) feet.

B. Additional Design Features. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:

- 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. Off-sets in building face or roof (minimum 16- inch trim).
- 10. Front windows with arched glass tops and minimum 4-inch trim.
- 11. Faux shutters
- 12. Decorative panels
- 13. Decorative vents
- 14. Decorative stucco bands
- 15. Decorative brackets
- 16. Decorative veneer stone base

C. Exterior building materials contribute significantly to the visual impact of a building on the community. They 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 stucco, provided there are unique design features in the elevations of the buildings and/or the buildings are all brick stucco. Unique design features shall be reviewed by the Planning and Zoning Manager for compliance.
4. The overall design the subdivision shall meet the requirements herein. The Planning and Zoning Manager or designee shall have authority to review and approve other designs that meet the overall intent of these standards, but do not negatively impact the overall intent of a well-designed, architecturally pleasing development. Decisions of the Planning & Zoning Division in regard to this requirement may be appealed to the Planning and Zoning Commission under established procedures of Section 25-181, *Zoning Code, Variances and appeals*.

6. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be specifically authorized by the Planning and Zoning Commission in accordance with the Planned Unit 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 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 by this Agreement and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

LEGAL DESCRIPTION

OVERALL LEGAL DESCRIPTION AS FIELD MEASURED AND CALCULATED

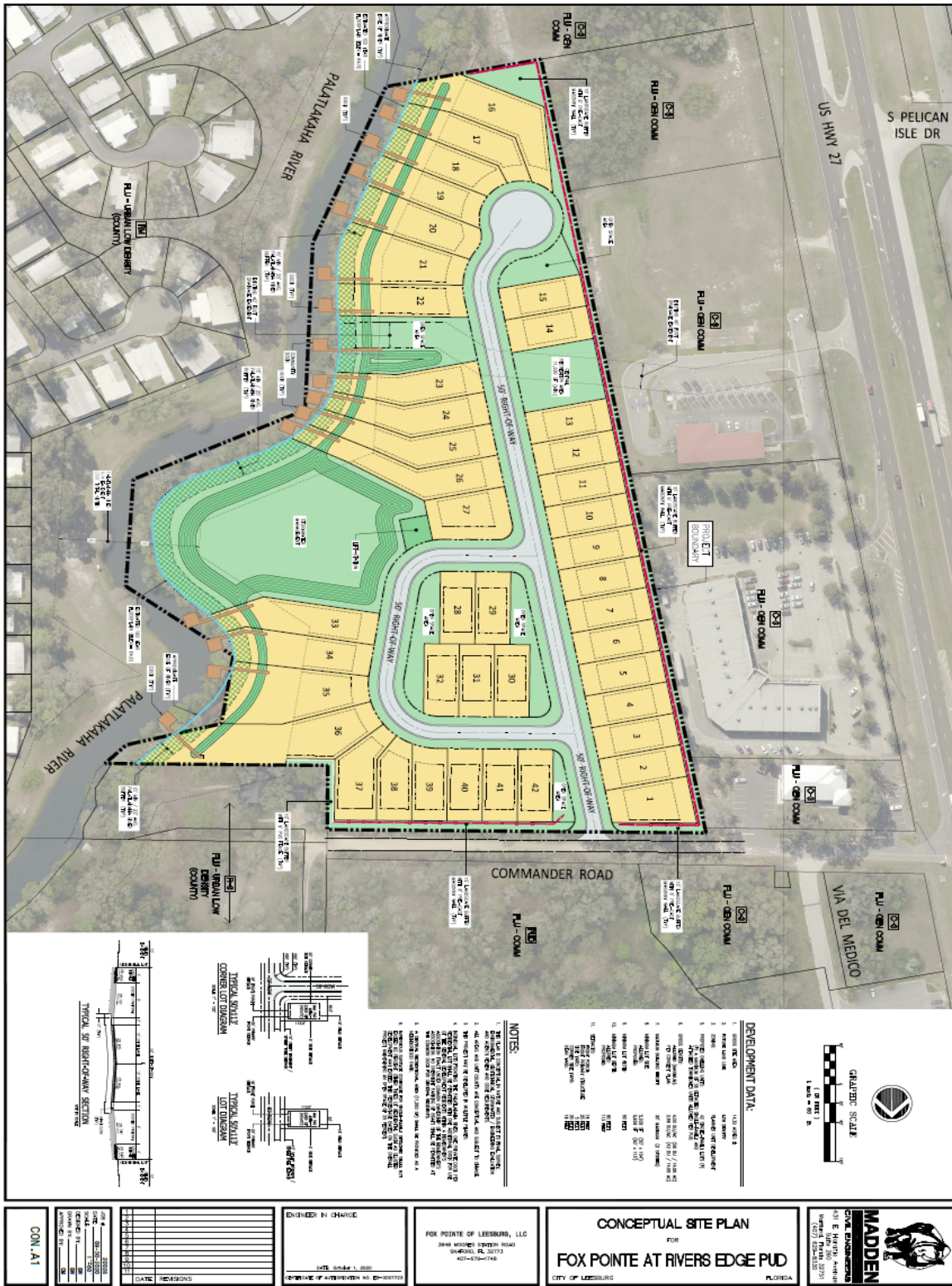
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST IN LAKE COUNTY, FLORIDA, AND RUN SOUTH 88°47'27" EAST 474.34 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27, THENCE SOUTH 10°20'02" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 25.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COMMANDER ROAD; THENCE SOUTH 88°47'27" EAST ALONG SAID RIGHT OF WAY LINE OF COMMANDER ROAD, A DISTANCE OF 308.19 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 88°47'27" EAST ALONG SAID RIGHT OF WAY LINE OF COMMANDER ROAD 537.78 FEET TO A POINT; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 1°12'32" WEST 100 FEET TO A POINT; THENCE SOUTH 88°47'27" EAST 308.85 FEET TO THE CENTERLINE OF THE RIGHT OF WAY OF THE PALATLAKAHA RIVER; SAID RIGHT OF WAY BEING 200 FEET IN WIDTH; THENCE SOUTHWESTERLY ALONG AND WITH SAID CENTERLINE OF THE PALATLAKAHA RIVER RIGHT OF WAY; SAID RIGHT OF WAY BEING 200 FEET IN WIDTH AND LYING 100 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 46°34'50" WEST 183.37 FEET; THENCE SOUTH 0°17'30" WEST 59.19 FEET; THENCE SOUTH 54°22'00" EAST 139.00 FEET; THENCE SOUTH 3°50'00" WEST 167.00 FEET; THENCE SOUTH 66°18'30" WEST 267.00 FEET; THENCE SOUTH 2°37'00" WEST 261.00 FEET; THENCE SOUTH 23°22'00" WEST 270.46 FEET; THENCE LEAVING THE CENTERLINE OF THE PALATLAKAHA RIVER RUN SOUTH 79°39'20" WEST 230.19 FEET TO A POINT; THENCE NORTH 10°20'40" WEST 1228.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.32 ACRES, MORE OR LESS AS CALCULATED PER SURVEY BOUNDARY.

FOX POINTE AT RIVERS EDGE, PUD

JOB NO: 20-028

DATE: 10-01-2020



LUCENA
1,500 Square Feet
3 Bedrooms • 2 Baths • 2 Car Garage



Elevation A



Elevation B



SAN ANDRES
1,801 Square Feet
3 Bedrooms • 2 Baths • 2 Car Garage



Elevation A



Elevation B



MARION
2,237 Square Feet
4 Bedrooms • 3 Baths • 2 Car Garage



Elevation B
Artist's Rendering



Elevation C
Artist's Rendering



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SHERRINGTON
2,118 Square Feet
4 Bedrooms • 3 Baths • 2 Car Garage



Elevation A
Artist's Rendering



Elevation B
Artist's Rendering



Elevation D

SAINT LUCIA
1,969 Square Feet
3 Bedrooms • 2 Baths • 2 Car Garage



Elevation A2
Artist's Rendering



Elevation B2
Artist's Rendering



Elevation C2

SANYA

2,834 Square Feet
4 Bedrooms • 2½ Baths • 3 Car Garage



Elevation A
Artist's Rendering.



Elevation B
Artist's Rendering.



Elevation C
Artist's Rendering.

ALVAREZ

2,762 Square Feet
4 Bedrooms • 2½ Baths • 2 Car Garage



Elevation A
Artist's Rendering.



Elevation B
Artist's Rendering.



Elevation C
Artist's Rendering.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: November 19, 2020
OWNER: Fox Pointe at Leesburg, LLC
PETITIONER: Fox Pointe of Leesburg, LLC
PROJECT: Single Family Residential PUD Amendment
REQUEST: Amendment to existing PUD (Planned Unit Development)
CASE NO.: PUD-20-230

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed Zoning designation of PUD (Planned Development Overlay) is compatible with surrounding adjacent properties having a Zoning designation City of Leesburg C-3 (Highway Commercial); City of Leesburg PUD (Planned Unit Development); Lake County R-6 (Urban Residential District); and Lake County RM (Mixed Home Residential).
2. The Future Land Use designation of Low Density is compatible with the surrounding adjacent properties having Future Land Use designations of City of Leesburg General Commercial; City of Leesburg Conservation; and Lake County Urban Low Density;
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to PUD (Planned Unit Development) with the attached conditions, to allow the future development of a single family residential community and forward to the City Commission for consideration.

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

DATE: November 19, 2020
OWNER: Fox Pointe of Leesburg LLC
PETITIONER: Fox Pointe of Leesburg LLC
PROJECT: PUD (Planned Unit Development)
REQUEST: Single Family Residential development
CASE NO.: PUD-20-230

GENERAL LOCATION: The property is generally located east of U.S. Highway 27, north of County Road 48 and south of Commander Road.

FUTURE LAND USE DESIGNATION:
Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:
North — City of Leesburg General Commercial; Lake County Urban Low Density
South — City of Leesburg General Commercial; City of Leesburg Conservation
West — City of Leesburg Conservation; Lake County Urban Low Density
East — City of Leesburg General Commercial

PROPOSED FUTURE LAND USE DESIGNATION:
n/a

EXISTING ZONING DESIGNATION:
PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:
North — City of Leesburg C-3 (Highway Commercial); City of Leesburg PUD (Planned Unit Development); Lake County R-3 (Medium Residential District)
South — City of Leesburg C-3 (Highway Commercial); Lake County RM (Mixed Home Residential)
West — City of Leesburg C-3 (Highway Commercial)
East — Lake County RM (Mixed Home Residential)

PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE: Vacant Residential

SURROUNDING LAND USE:
North — Commercial (vacant); Residential
South — Commercial (vacant); Residential
West — Palatlahaka River, HOA Common Area; Residential
East — Offices; Commercial Shopping Strip Center; Service Station; Discount Store; Commercial (vacant)

PROPOSED LAND USE: Single Family Residential subdivision

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

DATE: November 13, 2020
OWNER: Fox Pointe of Leesburg LLC
PROJECT: Planned unit development single family residential subdivision
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-230

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/13/20

FIRE

No comments from Fire Department. Amanda Stevenson 11/6/20

ELECTRIC

This is outside Leesburg Electric's territory. Steve Davis 11/4/20

GAS

No comments received as of 11/13/20

GIS

No comments received as of 11/13/20

BUILDING

No comments received as of 11/13/20

PUBLIC WORKS

Public Works has no issue with this. The developer may try to get permission not to install reuse infrastructure due to the small number of units, but there are no waivers for this requirement. Clifford Kelsey 11/9/20

ADDRESSING

No comments received as of 11/13/20

ECONOMIC DEVELOPMENT

No comments received as of 11/13/20

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has concerns that this proposed development is located off of a county-maintained clay road. This road cannot support the proposed development without the development constructing the road to meet both city and county paved road standards.

Attached are comments for this proposed PUD.

Thanks, Seth 11/6/20

LAKE COUNTY SCHOOLS

The Fox Pointe residential subdivision is subject to school concurrency prior to final development order. Let me know if you have any questions. Thank you, Helen LaValley 11/18/20

PUBLIC RESPONSES

Approval

no approvals

Disapproval

8 disapproval 6 with comments

Undecided

3 undecided 3 with comments

No comment

no comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Roy A. Stevenson – We strongly oppose this development. This Area was designated a conservation sanctuary for birds and wildlife. By the St Johns Water Authority. It is home to otters, turtles, and many species of birds and water. Manatee's are also observed in the river. This development would have grave consequence's to wildlife and erosion of river bank with added boat traffic.

Barbara J Mullins – I don't believe this will be beneficial to the surrounding area or our community.

Richard Bitterburg – May increase boat traffic on the Palatlakaha River.

Joan Brandes – The water could not handle more houses. We already have one housing addition going in by us & The Villages are coming.

Thomas B. George Jr. – This area is already over-populated making traffic impossible, local businesses are over-crowded and noise is unbearable at times.

Claire Bradford – We do not want to look at the river in our backyards and see houses. What will happen with the river if people build on these lots then want to build decks, etc. just like all the other development companies.

UNDECIDED COMMENTS

Autumn S. Lewis – The land in question is one of the few undeveloped sections along the river. Live oaks and other native trees, birds and other wildlife are being lost to developers who ‘moonscape’ their properties for convenience in laying out utilities, sewers and roads, and reducing expenses. If that is the method of the current developer, the long term effects should bring shame on them and the City for lack of foresight. Depends on type of developer for an approval or disapproval.

John H. Geren – I live directly across from the property facing the Palathkaha River. I worry that the property would be completely stripped of its trees which are beautiful. If development is to take place I hope there is a requirement to leave a broad natural area boarding the river. Thank You.

William C. Mitchell – Concerned about the aesthetics along the River Edge – Will there be green area along the River & If so how wide?



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

November 6, 2020

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(Sent via email, Dan.Miller@leesburgflorida.gov)

RE: PROJECT: Fox Pointe at Rivers Edge Planned Unit Development
CASE NO.: PUD-20-230

Lake County recommended requirements for the Fox Pointe at Rivers Edge PUD impacts to roadways and drainage systems:

Commander Rd:

- Additional right-of-way for Commander Rd to meet a 33 ft from centerline will be needed similar to the dermatologist office to the west of this site.
- Commander Rd will need to be improved to meet both city and county paved road standards.
- All drainage from the improved Commander Road will need to be accommodate within the proposed development. Limits of the improved road should encompass the remaining portions of the clay road (to the end of maintenance).
- Pedestrian accommodation in the form of a sidewalk from US 27 to along the site's Commander Rd frontage.

Flood Study:

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

P 352.253.6000 • F 352.253.9082
Board of County Commissioners • www.lakecountyfl.gov

Timothy I. Sullivan
District 1

Sean M. Parks, AICP, QEP
District 2

Wendy R. Breeden
District 3

Leslie Campione
District 4

Josh Blake
District 5

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer
Lake County Department of Public Works
Engineering Division
slynch@lakecountvfl.gov

Cc: Fred Schneider, Public Works Director
Jeff Earhart, Engineering Manager
George Gadiel, Senior Traffic Engineer
Sharon Lewis, Traffic Project Engineer
Tim McClendon, Planning Manager
Kandi Harper, Senior Planner for City of Leesburg
Adrian Parker, Development Coordinator for City of Leesburg



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

RECEIVED 11/9/2020
City of Leesburg
Fox Pointe at Rivers Edge
PUD-20-230

November 6, 2020

Dan Miller,
Planning & Zoning Manager
City of Leesburg
Planning and Zoning Department
204 North 5th Street
Leesburg, Florida 34749
(Sent via email, Dan.Miller@leesburgflorida.gov)

RE: PROJECT: Fox Pointe at Rivers Edge Planned Unit Development
CASE NO.: PUD-20-230

Lake County recommended requirements for the Fox Pointe at Rivers Edge PUD impacts to roadways and drainage systems:

Commander Rd:

- Additional right-of-way for Commander Rd to meet a 33 ft from centerline will be needed similar to the dermatologist office to the west of this site.
- Commander Rd will need to be improved to meet both city and county paved road standards.
- All drainage from the improved Commander Road will need to be accommodate within the proposed development. Limits of the improved road should encompass the remaining portions of the clay road (to the end of maintenance).
- Pedestrian accommodation in the form of a sidewalk from US 27 to along the site's Commander Rd frontage.

Flood Study:

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

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RECEIVED 11/9/2020
City of Leesburg
Fox Pointe at Rivers Edge
PUD-20-230

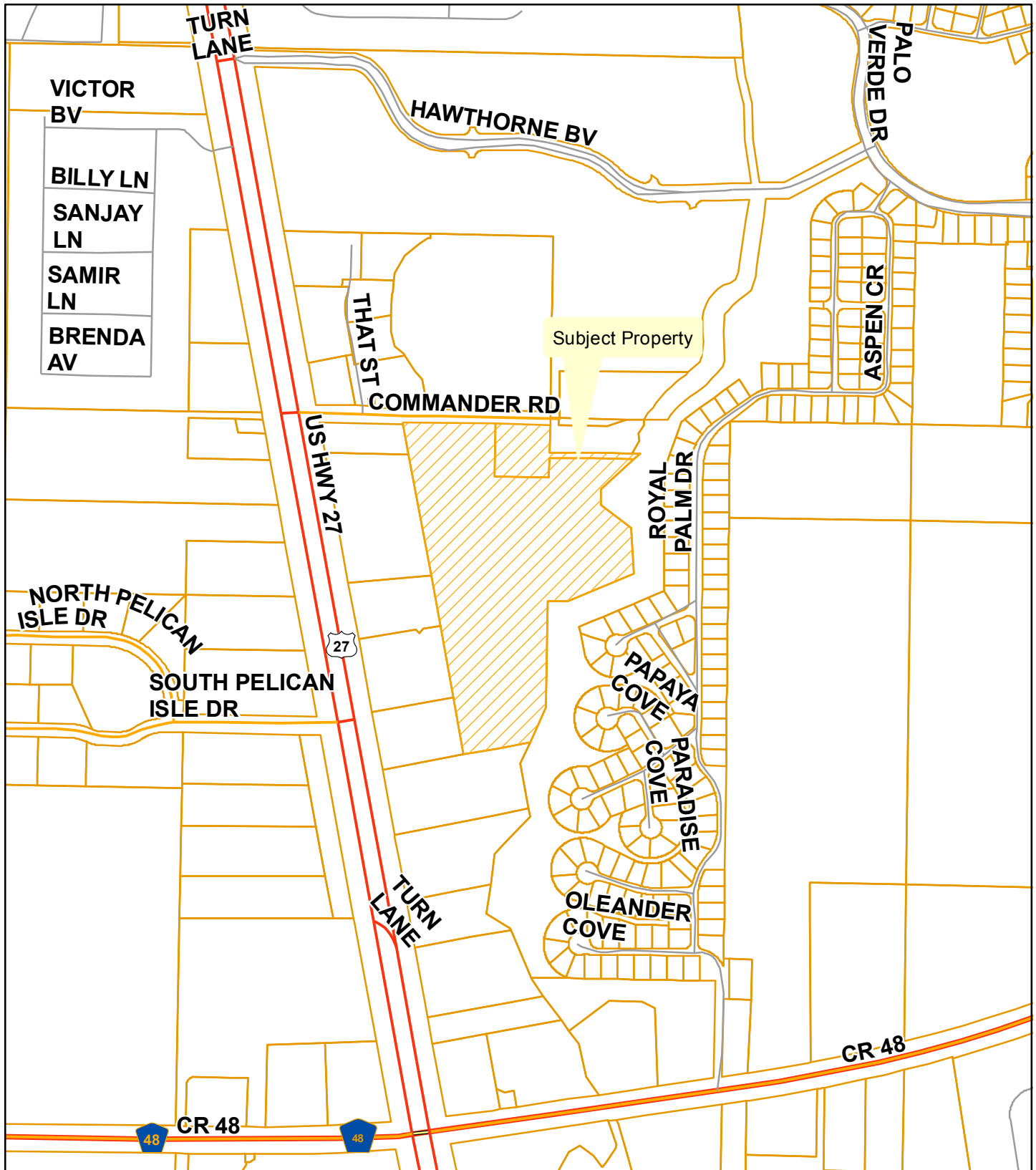
Sincerely,

Seth Lynch

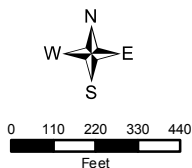
Seth Lynch
Development Engineer
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc: Fred Schneider, Public Works Director
Jeff Earhart, Engineering Manager
George Gadiel, Senior Traffic Engineer
Sharon Lewis, Traffic Project Engineer
Tim McClendon, Planning Manager
Kandi Harper, Senior Planner for City of Leesburg
Adrian Parker, Development Coordinator for City of Leesburg

Locator

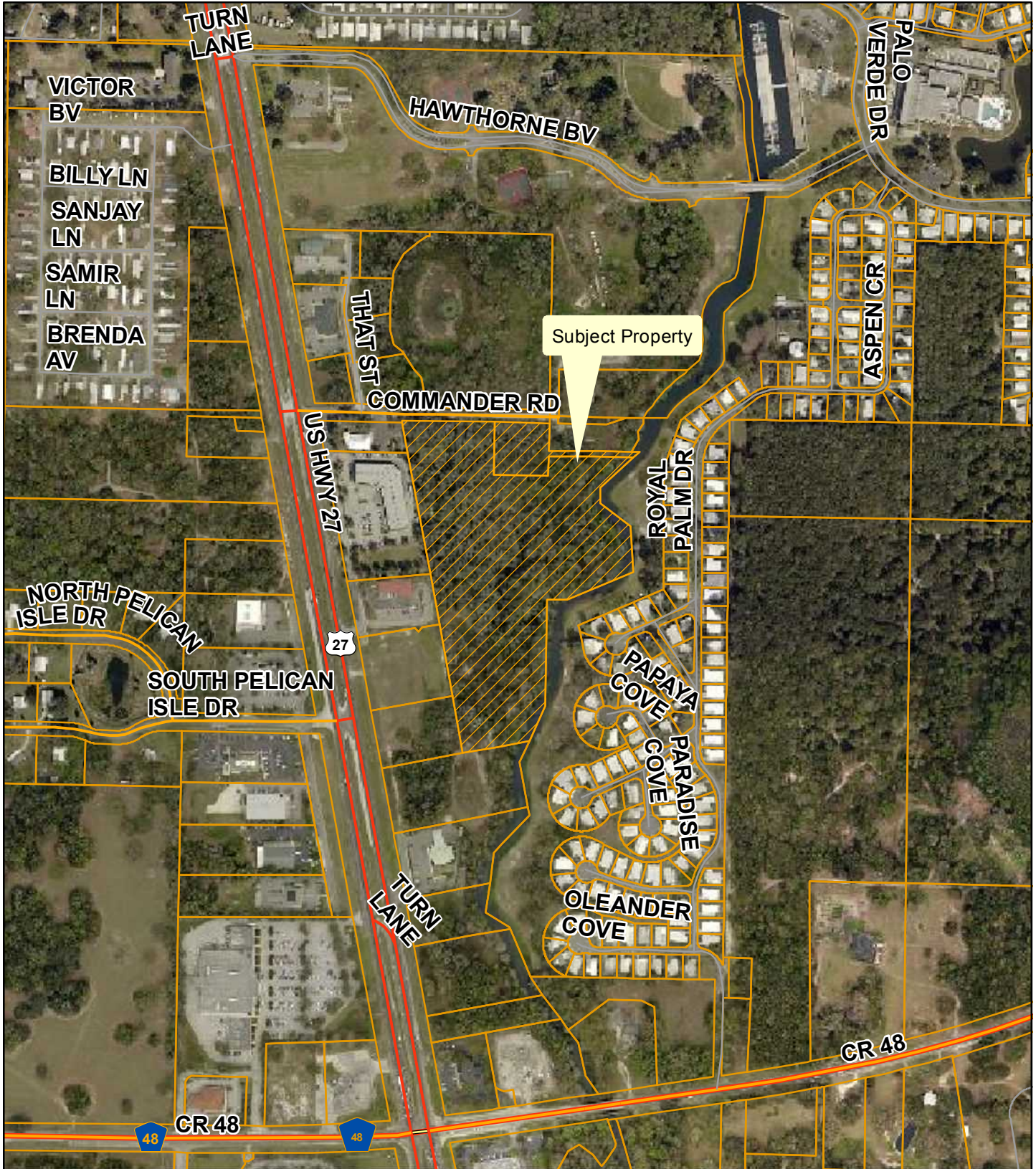


**Planning
& Zoning
Division**

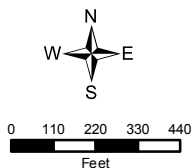


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Aerial

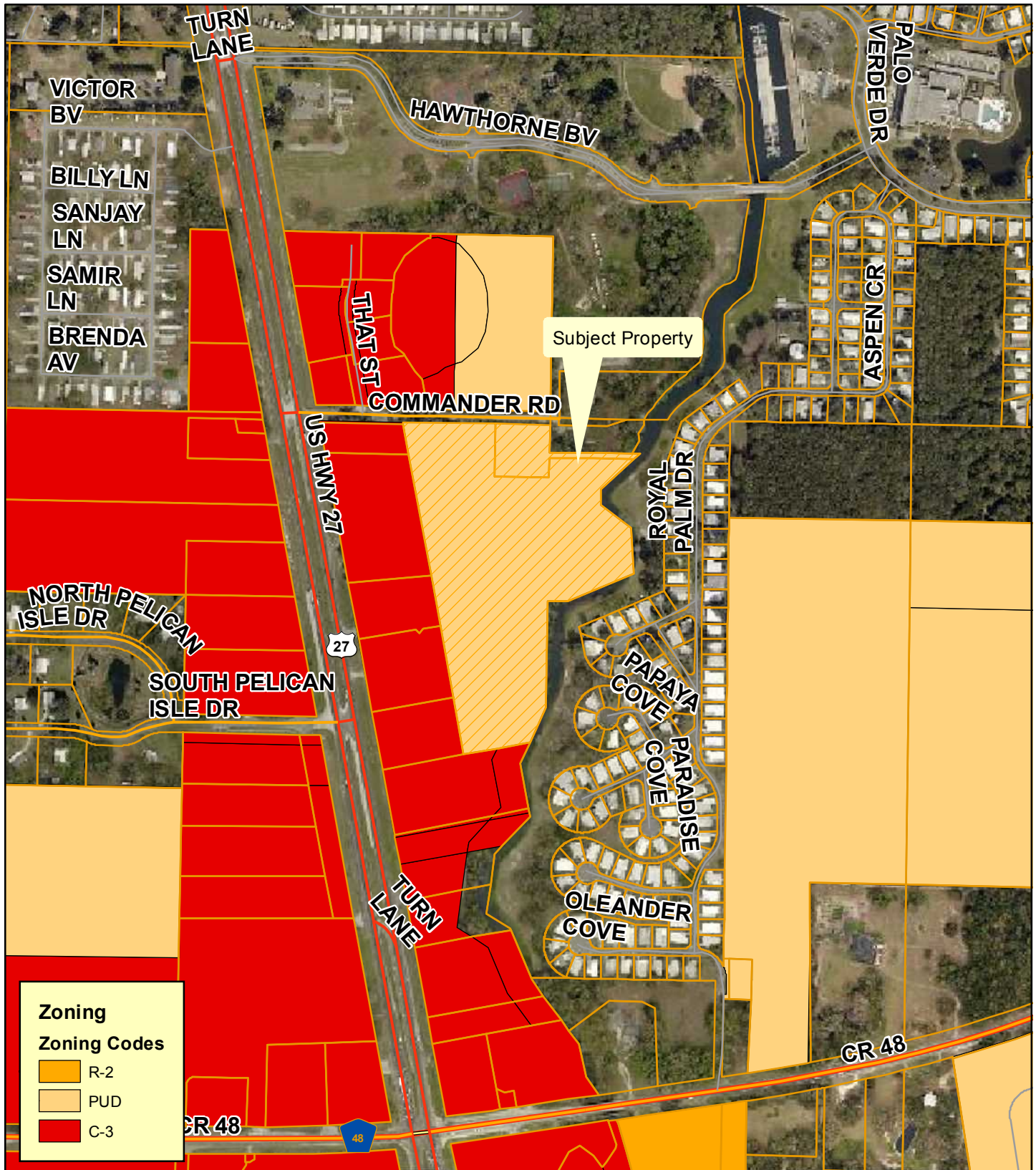


**Planning
& Zoning
Division**

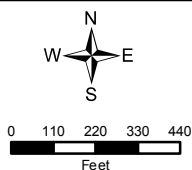


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Zoning



**Planning
& Zoning
Division**

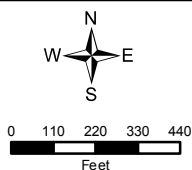


PUD-20-230
 Fox Pointe at Rivers Edge, PUD
 AK#: 3826510; 3338057
 Section 14, Township 20 South, Range 24 East
 October 14, 2020

PROPOSED Zoning

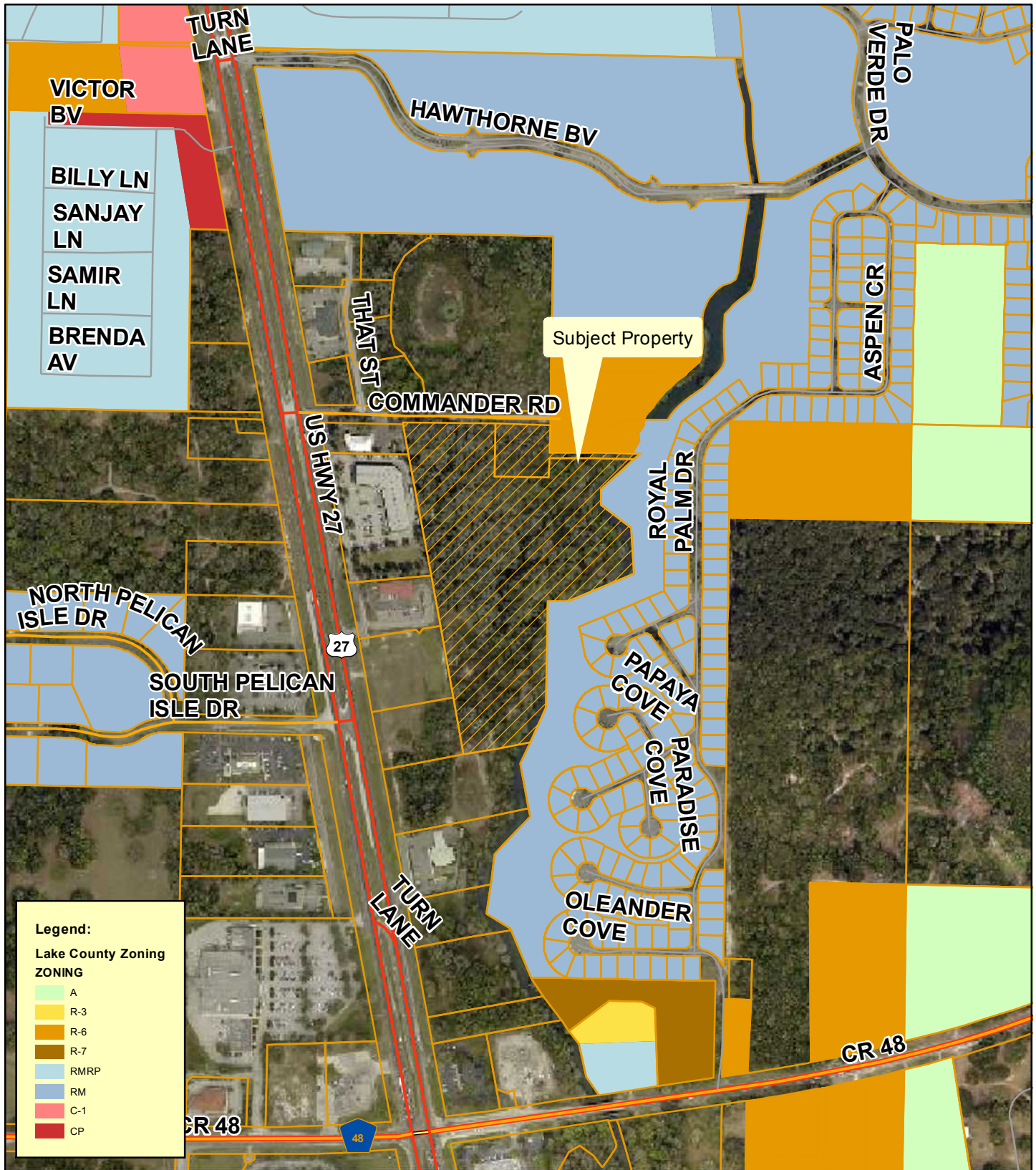


**Planning
& Zoning
Division**

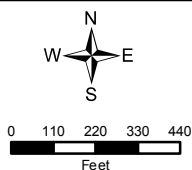


PUD-20-230
 Fox Pointe at Rivers Edge, PUD
 AK#: 3826510; 3338057
 Section 14, Township 20 South, Range 24 East
 October 14, 2020

Lake County Zoning

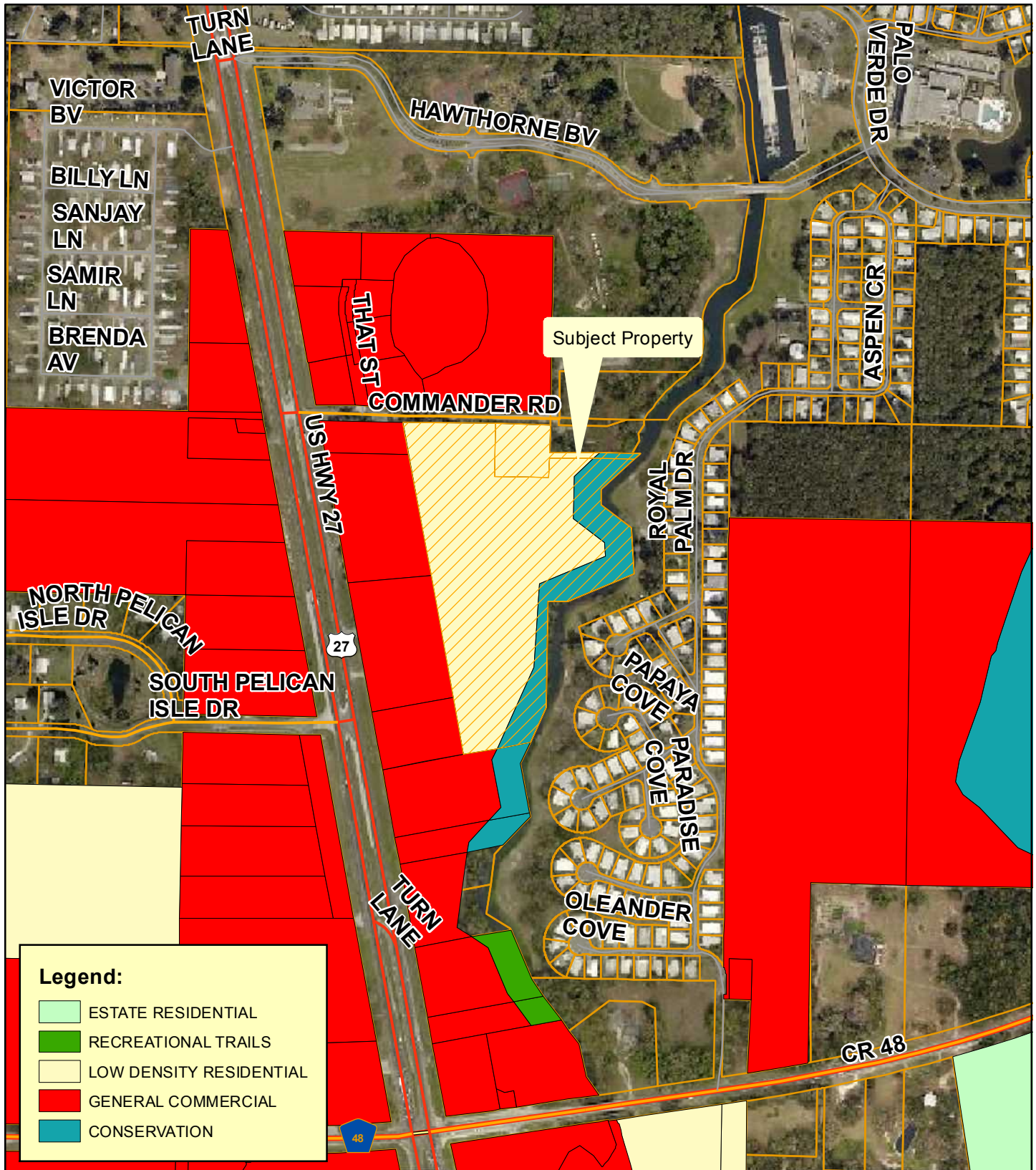


**Planning
& Zoning
Division**

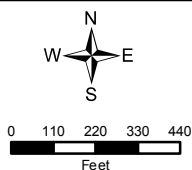


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Future Land Use

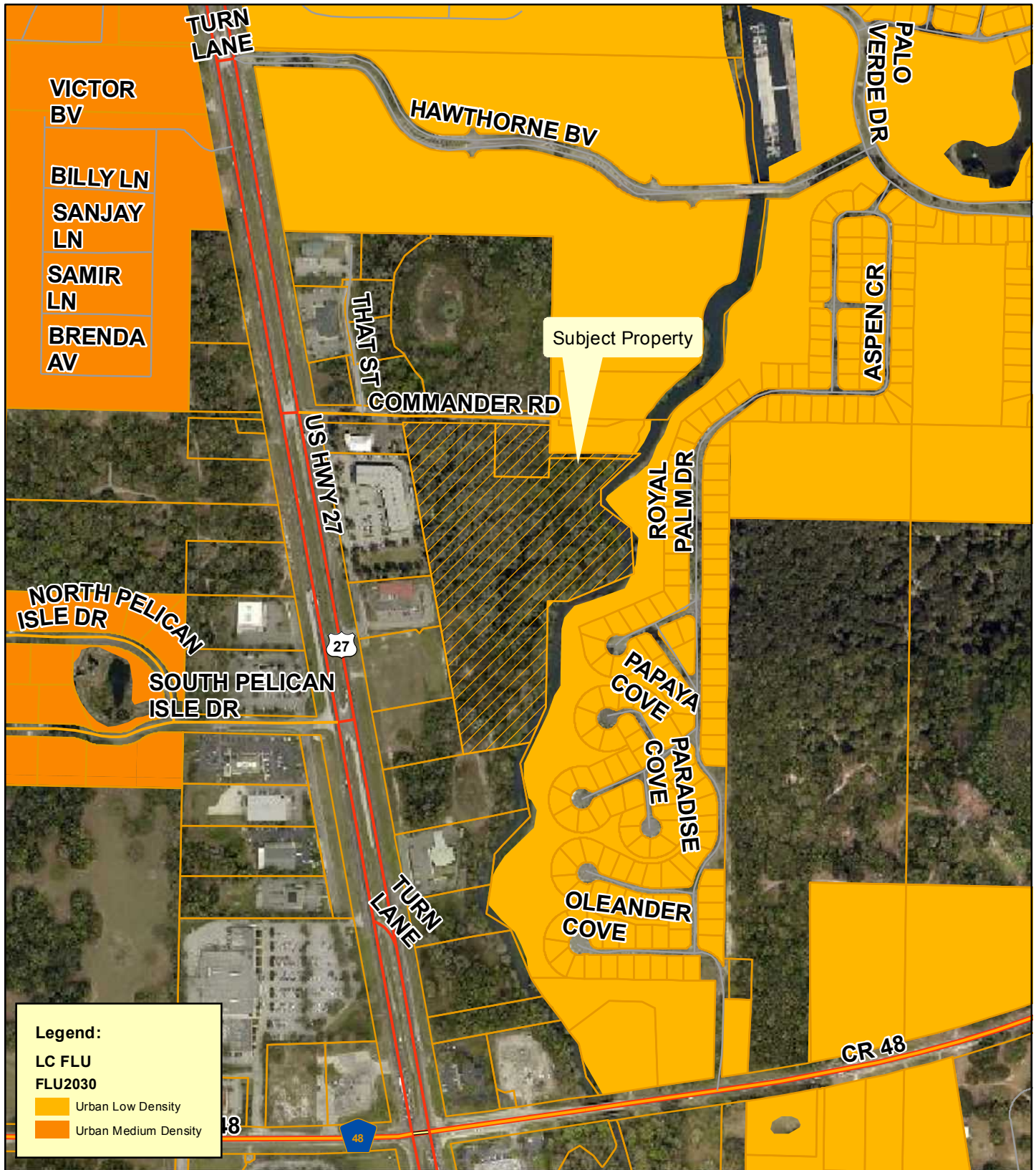


**Planning
& Zoning
Division**

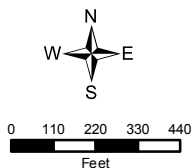


PUD-20-230
 Fox Pointe at Rivers Edge, PUD
 AK#: 3826510; 3338057
 Section 14, Township 20 South, Range 24 East
 October 14, 2020

Lake County Future Land Use



**Planning
& Zoning
Division**

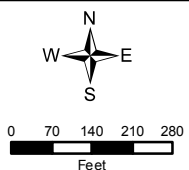


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Surrounding Land Uses

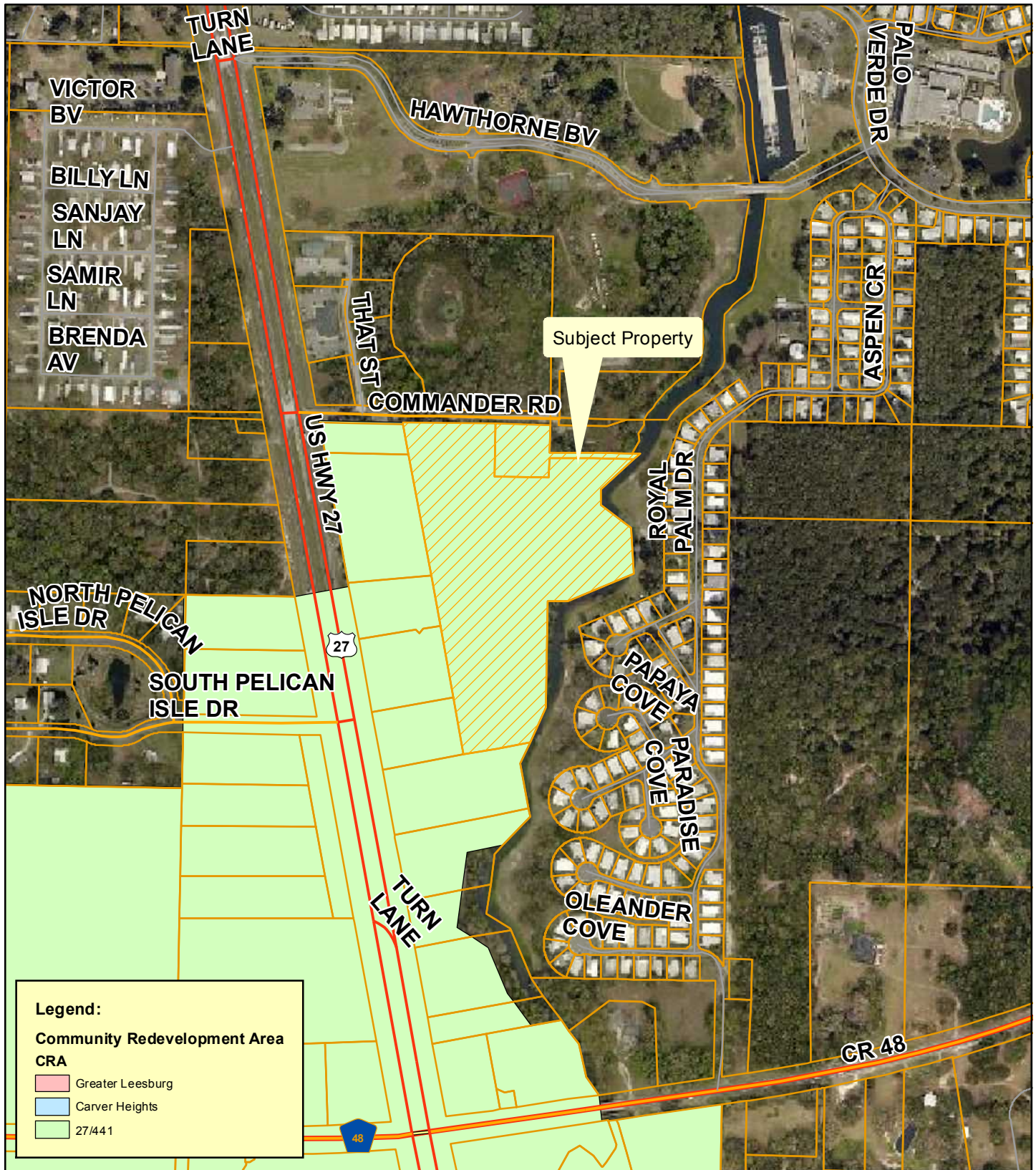


**Planning
& Zoning
Division**

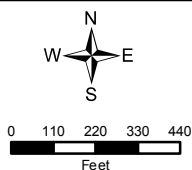


PUD-20-230
 Fox Pointe at Rivers Edge, PUD
 AK#: 3826510; 3338057
 Section 14, Township 20 South, Range 24 East
 October 14, 2020

Community Redevelopment Area

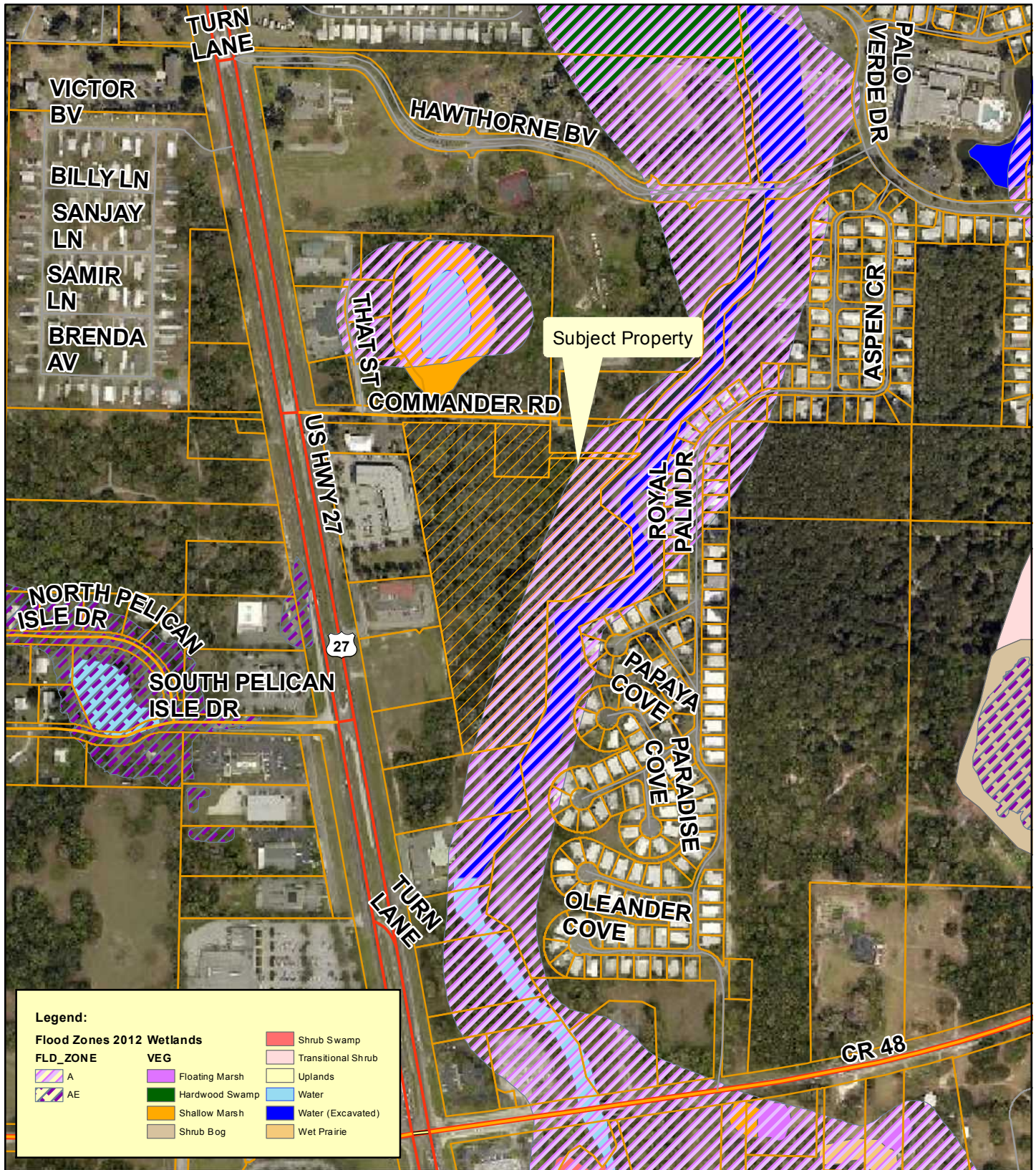


**Planning
& Zoning
Division**

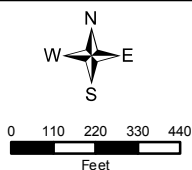


PUD-20-230
Fox Pointe at Rivers Edge, PUD
AK#: 3826510; 3338057
Section 14, Township 20 South, Range 24 East
October 14, 2020

Wetland and Flood Zones



**Planning
& Zoning
Division**



PUD-20-230
 Fox Pointe at Rivers Edge, PUD
 AK#: 3826510; 3338057
 Section 14, Township 20 South, Range 24 East
 October 14, 2020



Posing of sign on site



Close up of sign posting.

Signs Posted 11/6/2020
PUD-20-230
Fox Pointe at Rivers Edge



Looking west along Commander Road from sign posting.



Looking east along Commander Road from sign posting.

Signs Posted 11/6/2020
PUD-20-230
Fox Pointe at Rivers Edge



Looking north across Commander Road from sign posting.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, NOVEMBER 19TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 19th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:33 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders
Tim Sennett

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, OCTOBER 22ND, 2020

Commissioner Marshall moved to APPROVE the draft minutes from the OCTOBER 22ND, 2020 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

Chairman Bowersox called for the fourth case under new business be brought forward.

1. PUBLIC HEARING CASE # PUD-20-230 – FOX POINTE AT RIVERS EDGE, PUD – REZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 14.09 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 48 AND SOUTH OF COMMANDER ROAD AS LEGALLY DESCRIBED IN SECTIONS 14, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 11, 2021 AND SECOND READING ON MONDAY, JANUARY 25, 2021)** (Fox Pointe)

Dan Miller introduced case number #PUD-20-230 – Fox Pointe At Rivers Edge – Planned Unit Development Rezoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, changes, and then went over the (PUD) Planned Unit Development conditions.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case, and then Mr. Miller went over the zoning map for the record.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Chad Moorhead project engineer stated he agrees with staff recommendations.

Mark a resident at Hawthorne; wants to clarify lots.

Mr. Miller replied it should be 56 lots; previous PUD 42 single families and the rest town houses.

Commissioners, Fred Morrison, and Mr. Miller discussed that the notice of surrounding property owners' letter; defective notice and need to be advertised again; 42 lots on conceptual plan, if developer willing to go with the 42 units; Fred Morrison strongly recommends it's postponed and advertised again.

Chad Moorhead stated 42 units comes from the conceptual plan. If you do the maximum density per land use; 4 units times 14 acres; 56 lots; carryover from the previous PUD.

Fred Morrison stated if the proposal is to only build 42 units and the developer is willing to accept an amendment to the PUD, reducing the density to 42 units, then it can proceed. Chad Moorhead replied he is willing to do that.

Mark a resident of Hawthorne stated he lives in the house 200' of the development; sensitive and beneficial creek; narrow, 16 boat docks; built, sent photos; Commission, wildlife, no boat docks or development; side of creek, favorite spot; fisherman, developer; good steward, current plan; open spaces buffers, conservation easement;; established when recorded; approved, current proposed language; modified to include Army Core engineers, recommend language in PUD; open spaces, and buffer zones; needs to modified; buffer zone; undisturbed; protect waterway residents; and resident wildlife, boat docks proposed/current on property, expanding the number, how big; and clarification on 5' dock.

Chad Moorhead replied when you do the conservation easement; recorded during development, and done later on in the process.

Mr. Miller replied the conservation easement; recorded on tape; not recorded as a plat; until later on in the process recorded, site plan, and construction plans and then plat plan prepared; recorded, and conservation easement recorded; plat.

Chad Moorhead replied Army Core government body Palatlahka River; deal with, jurisdiction; impacting wetland or waterway; wetland buffers; undisturbed; outside, except 5' dock go across; undisturbed, proposing 16 docks; 1 dock per house on the waterway and community dock; permitted; 1000 sq. ft or less; can't block waterways; Lake County Water Authority discussion and St. John; step down the road; lot of details, path from upland to the dock; path; 5' dock, and how many sq. ft. of area.

Mr. Miller stated we can amend to the 42 lots and add back the Army Core engineer language. Chad Moorhead stated he has no issues with the 42 lots.

Chairman Bowersox close the discussion to the public, and entertain a motion.

Commissioner O'Kelley expressed concern regarding the previous PUD; lowering; density and docks permitted; docks; 1000' sq. ft.

Mr. Miller replied previous PUD; 56 lots, lowering; density, docks; permitted, and residential docks; St, John River; maximum of 1000' sq. ft.; individual waterways.

Fred Morrison City Attorney stated there's a provision in the PUD; that requires the docks to meet the accessory structure setbacks; look at the width along the river and factor in setbacks; not a very big dock.

Commissioner Sanders made a MOTION for APPROVAL of case # PUD-20-230 – FOX POINTE AT RIVERS EDGE, PUD – REZONING Commissioner Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

ANNOUNCEMENTS

Commissioner Wood made a motion to adjourn meeting.

ADJOURNMENT

Approximately 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.2.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map designation of certain property containing 36.9 +/- acres from Industry and Technology Commerce Park to Neighborhood Mixed Use for a property generally located east of Florida's Turnpike and south of County Road 470 as legally described in Section 17, Township 20 South, Range 24 East, Lake County Florida; and providing an effective date. (CR 470 Smith)

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 36.9 +/- acres from Industry and Technology Commerce Park to Neighborhood Mixed Use.

Analysis:

The subject property is generally located east of Florida's Turnpike and south of County Road 470 as shown on the attached maps. Currently the property is vacant and undeveloped. The proposed use is for a mixed use commercial area with a variety of uses to include retail, convenience, hotel and fueling and dining. The current Future Land Use is a leftover category which is no longer used. The Neighborhood Mixed Use category is appropriate for the proposed uses and the future growth of the area.

Procurement Analysis:

N/A

Options:

1. Approve the requested large scale comprehensive plan amendment from Industry and Commerce Park to Neighborhood Mixed Use; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

There is no direct fiscal impact to the City for this action. Future development of the property will have a

significant positive impact from the collection of impact fees, ad valorem taxes and utility charges.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 36.9 +/- ACRES FROM INDUSTRY AND TECHNOLOGY COMMERCE PARK TO NEIGHBORHOOD MIXED USE FOR A PROPERTY GENERALLY LOCATED EAST OF FLORIDA'S TURNPIKE AND SOUTH OF COUNTY ROAD 470 AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CR 470 SMITH)

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 36.9 acres of land generally located east of Florida's Turnpike and south of County Road 470 from Industry and Technology Park to Neighborhood Mixed Use, as shown on the revised map of said area, lying in Section 17, Township 20 South, Range 24 East, Lake County Florida;

Section 2.

That this amendment was 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 the _____ day of _____ 2021.

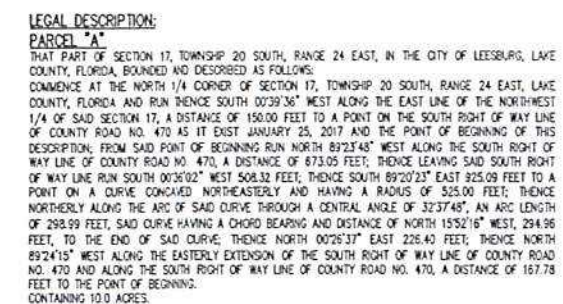
THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

470 Leesburg, LLC
Initial Master Development Plan
26736 U.S Hwy 27; Suite 202
Leesburg, FL 34748
352 787-1241



PARCEL 10:
THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEEBSBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 03°36'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017, THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ROAD NO. 470 A DISTANCE OF 17.14 FEET, THENCE SOUTH 87°34'58" WEST ALONG THE SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°45'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45°1'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 10.00 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°06'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFORESAID SECTION 17, THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 03°36'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 107.15 FEET, THENCE NORTH 89°23'28" WEST 670.53 FEET, THENCE NORTH 06°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING, CONTAINING 28.9 ACRES.

NOTES

- THE SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
CERTIFICATION IS LIMITED TO FURNISHING SAID HEREON.
THIS IS A BOATYARD SITE.
BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE 18 AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF T17, R20W, S20 N04, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING NORTH 92°14'47" WEST 100.00 FEET OF WAY OF SAID NORTHWEST 1/4 OF T17, R20W, S20 N04, RANGE 24 EAST, LAKE COUNTY, FLORIDA. THE SURVEY IS BASED ON LAKE COUNTY RIGHT-OF-WAY PLANS DATED FEBRUARY 28, 2008, COUNTY PROJECT NO. 08701001.
LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, EASEMENTS OF OTHER KINDS OR RECORDS OF TITLE.
ACCORDING TO THE NATIONAL FLOOD INSURANCE DATA MAP OF LAKE COUNTY, FLORIDA, COMMUNITY PLAN NO. 12842-0320-0, DATED 11/18/2012, THE SUBJECT LOT IS IN ZONES X1 AND X2.
HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:
CITY OF LEESBURG

RECEIVED
COL 9-25-20

1/25/11
DATE

GEORGE W. FARNER, JR., PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 40,4

SHEET 1 OF 1		BOUNDARY SURVEY IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. CITY OF LEESBURG CR 470 & FLORIDA TURNPIKE	
CLIENT _____	CITY OF LEESBURG		
JOB NO. 160325			
DATE 1/25/17			
DRAWN BY JH	CHECKED BY DMF		
ACAD FILE 160325 LEESBURG BND TOPO-1.DWG			
REVISIONS	DATE		

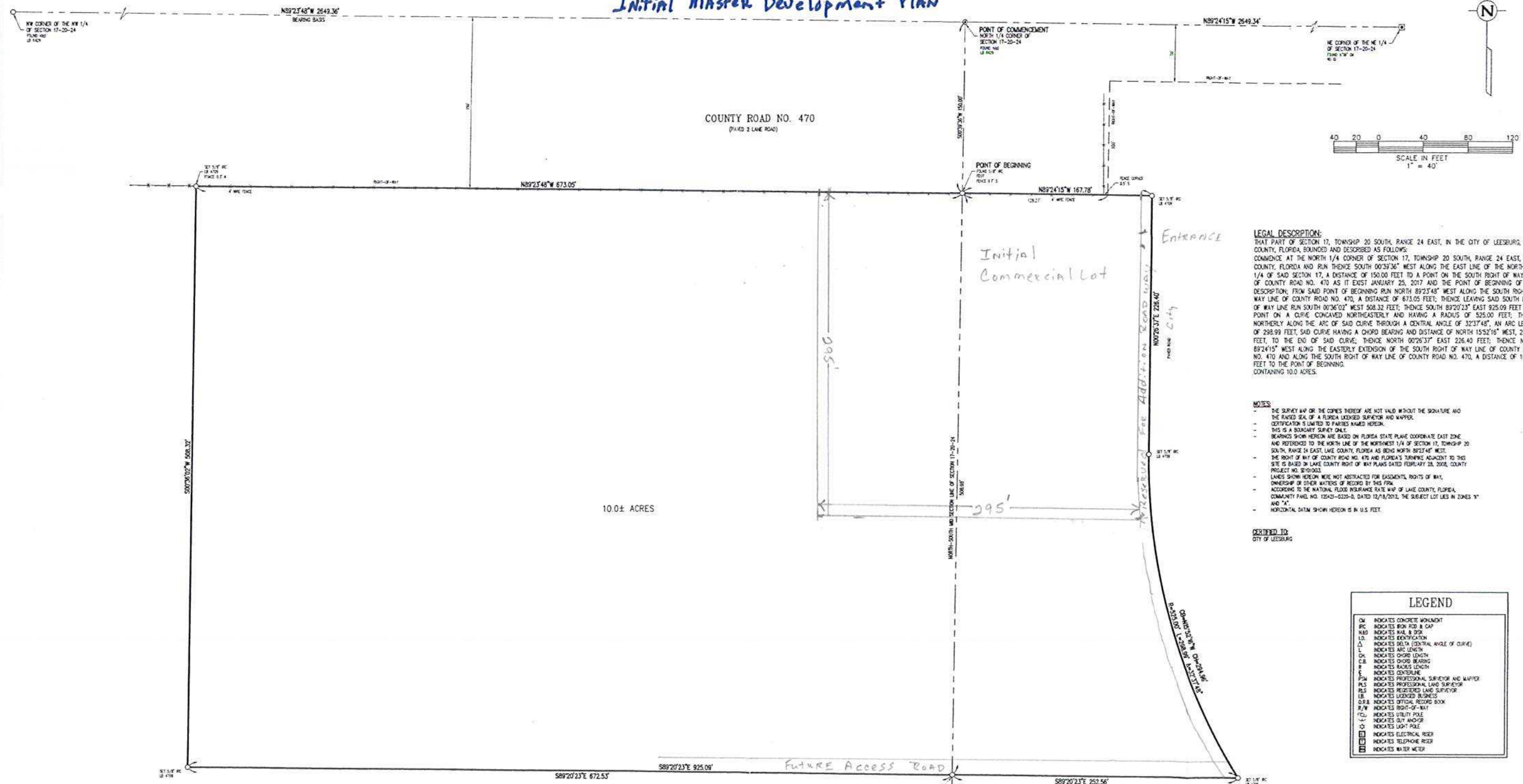

FARNER BARLEY
 AND ASSOCIATES, INC.
 ▲ ENGINEERS
 ▲ SURVEYORS
 ▲ PLANNERS
 LB 4709

6402 NE 63RD AVE - WILMINGTON, FL 34186 • (352) 784-2128

RECEIVED
COL 9-25-20

BOUNDARY SURVEY

470 Leesburg, LLC
Initial Master Development Plan



LEGAL DESCRIPTION:
THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'45", AN ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 157.78 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.0 ACRES.

NOTES:

- THE SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- THIS IS A BOUNDARY SURVEY ONLY.
- BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING NORTH 89°23'48" WEST.
- THE RIGHT OF WAY OF COUNTY ROAD NO. 470 AND FLORIDA'S TURNPIKE ADJACENT TO THIS SITE IS BASED ON LAKE COUNTY RIGHT OF WAY PLANS DATED FEBRUARY 28, 2008, COUNTY PROJECT NO. S1010003.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, FLORIDA, COMMUNITY FIRM NO. 120425-0120-0, DATED 12/18/2012, THE SUBJECT LOT LIES IN ZONES "X" AND "A".
- HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:
CITY OF LEESBURG

LEGEND

CM INDICATES CONCRETE MONUMENT
PC INDICATES IRON PIPE & CAP
N&D INDICATES NAIL & DISC
L.D. INDICATES IDENTIFICATION
Δ INDICATES BENCH (CENTRAL ANGLE OF CURVE)
L INDICATES ARC LENGTH
C.L. INDICATES CHORD LENGTH
C.B. INDICATES CHORD BEARING
R INDICATES RADIUS LENGTH
C INDICATES CENTERLINE
P.S. INDICATES PROFESSIONAL SURVEYOR AND MAPPER
P.L.S. INDICATES PROFESSIONAL LAND SURVEYOR
L.S. INDICATES LICENSED BUSINESS
O.R.B. INDICATES OFFICIAL RECORD BOOK
P.W. INDICATES RIGHT-OF-WAY
U.P. INDICATES UTILITY POLE
L.I. INDICATES LIGHT POLE
E.P. INDICATES ELECTRICAL POLE
T.R. INDICATES TELEPHONE REEL
W.M. INDICATES WATER METER

SHEET 1 OF 1	
CLIENT	CITY OF LEESBURG
JOB NO.	160325
DATE	1/25/17
DRAWN BY	JH
ACAD FILE	160325 LEESBURG BND TOPO-2.DWG
REVISIONS	DATE
BOUNDARY SURVEY IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. CITY OF LEESBURG CR 470 & FLORIDA TURNPIKE	
FARNER BARLEY AND ASSOCIATES, INC. ALSO HE SAYS ROAD - WILMOTHS, FL. SHEETS - (121) TAB-1113	
▲ ENGINEERS ▲ SURVEYORS ▲ PLANNERS LB 4709	

470 Leesburg, LLC
26736 U.S. Hwy 27
Suite 202
Leesburg, FL 34748
(352) 787-1241

1/25/17
DATE
GEORGE W. FARNER, P.L.S., PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4614



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: November 19, 2020
OWNER: 470 Leesburg, LLC
PETITIONER: William Glass
PROJECT: 470 Leesburg, LLC
REQUEST: Future Land Use amendment to Neighborhood Mixed Use
CASE NO.: LSCP 20-221

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 is compatible with the adjacent future land use designations of Age Restricted Development; Institutional; Industrial/Technology/Commercial Park district; and Florida Department of Transportation land.
3. The proposed request as conditioned in the associated PUD (Planned Unit Development Zoning) is compatible with the current surrounding zoning districts of ARD (Age Restricted Development); P (Public); PUD (Planned Unit Development); and Florida Department of Transportation land.
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Large Scale Comprehensive Plan designation from Industrial/Technology/Commercial Park district (inactive district) to Neighborhood Mixed Use district and forward the recommendation to the City Commission for consideration.

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

DATE: October 6, 2020
OWNER: 470 Leesburg, LLC
PETITIONER: William Glass
PROJECT: 470 Leesburg, LLC
REQUEST: Future Land Use amendment to Neighborhood Mixed Use and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-221; PUD-20-220

GENERAL LOCATION: The property is generally located east of Florida's Turnpike and south of County Road 470.

FUTURE LAND USE DESIGNATION:
Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Age Restricted Development
South – Florida Department of Transportation – vacant state government land
East – Institutional
West – Industrial, Technology, Commercial Park

PROPOSED FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

EXISTING ZONING DESIGNATION:
City of Leesburg PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – ARD (Age Restricted Development)
South – Florida Department of Transportation – vacant state government land
East – P (Public)
West – PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION:
City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE:
Vacant industrial acreage

SURROUNDING LAND USE:

North – Mixed Use Residential undeveloped
South – Vacant; Institutional
East – Institutional undeveloped
West – Vacant Industrial Technology Commerce Park

PROPOSED LAND USE: Mixed Use development consisting of retail stores, offices, small hotels, gas stations and all other non-obnoxious uses.

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

DATE: November 4, 2020
OWNER: 470 Leesburg, LLC
PETITIONER: William Glass
PROJECT: 470 Leesburg, LLC
REQUEST: Future Land Use amendment to Neighborhood Mixed Use and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-221; PUD-20-220

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/13/20

FIRE

No comments from Fire Department. Amanda Stevenson 11/6/20

ELECTRIC

Approved. This is outside Leesburg Electric's service territory. We do have lights on 470 that may be an issue. Steve Davis 11/4/20

GAS

No comments received as of 11/13/20

GIS

No comments received as of 11/13/20

BUILDING

No comments received as of 11/13/20

PUBLIC WORKS

Public Works has no issues with this. This is very close to our Wastewater Treatment Plant, but surely they know that and have no issues with it. Clifford Kelsey 11/9/20

ADDRESSING

No comments received as of 11/13/20

ECONOMIC DEVELOPMENT

No comments received as of 11/13/20

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the following comments.

1. Access to this parcel of land will be from the existing paved road on the east side that services the city utility site.
2. Florida turnpike has a restricted right-of-way in front of this parcel that prohibits any improvements nor access through it.
3. Offsite road improvements will be required on CR 470
4. Access Management will be in accordance with Lake County standards.

Thanks, Seth 11/6/20

LAKE COUNTY SCHOOLS

The residential component of this project is subject to school concurrency review prior to final development order approval. Let me know if you have any questions. Thank you, Helen LaValley
11/18/20

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

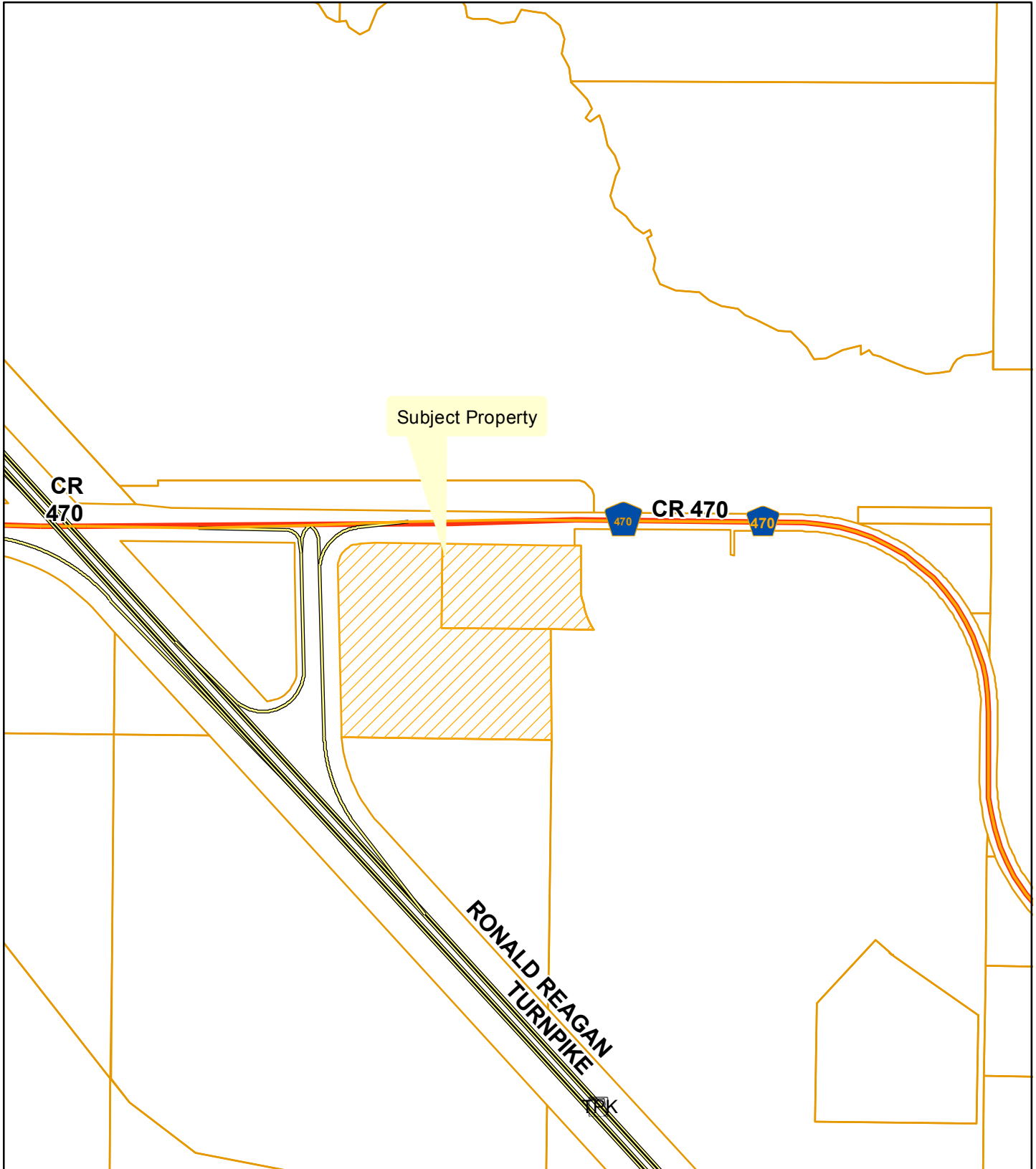
no comment

Notice of Appearance filed:

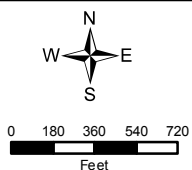
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Locator



**Planning
& Zoning
Division**

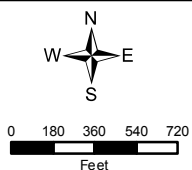


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Aerial

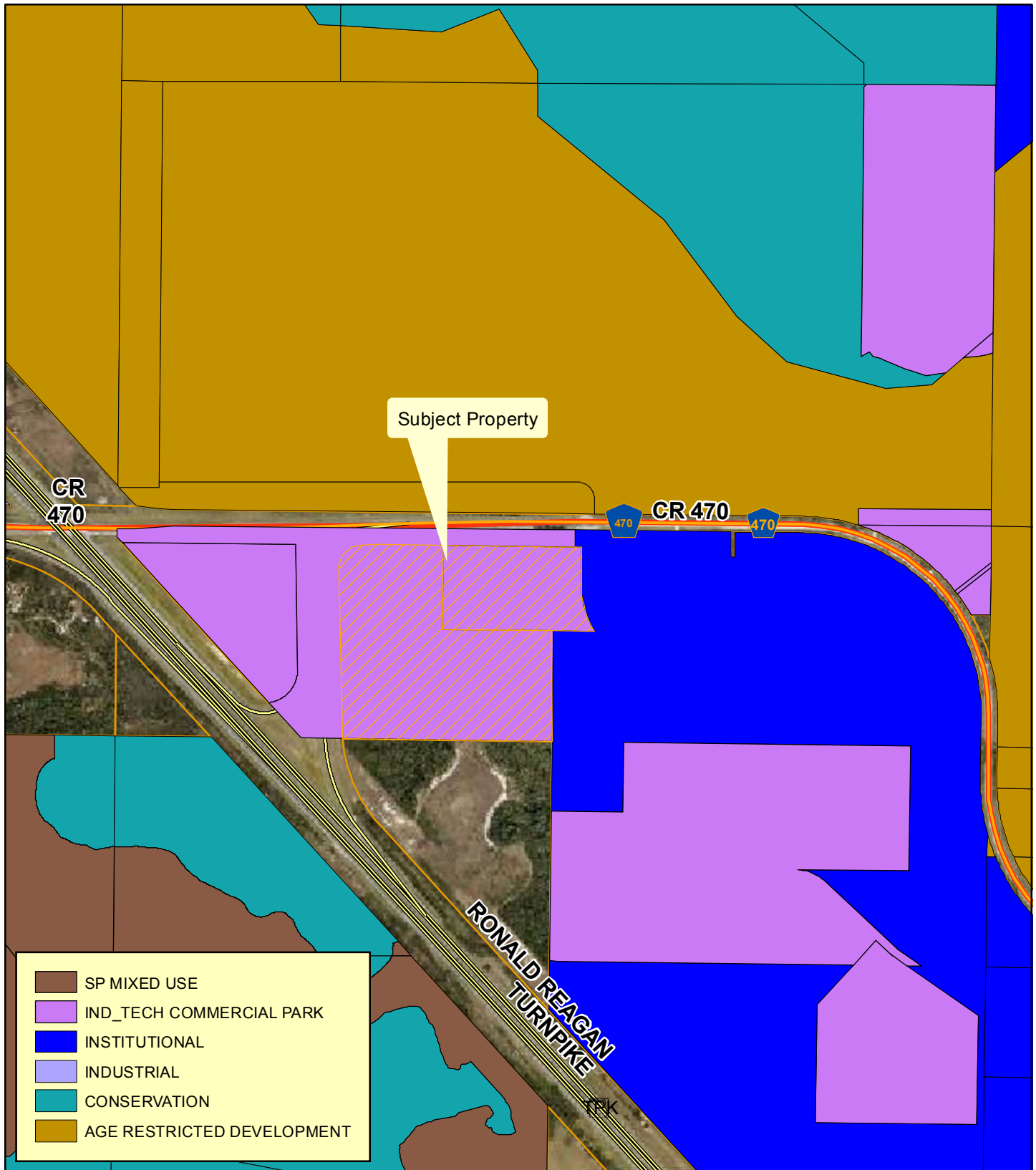


**Planning
& Zoning
Division**

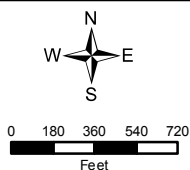


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Future Land Use

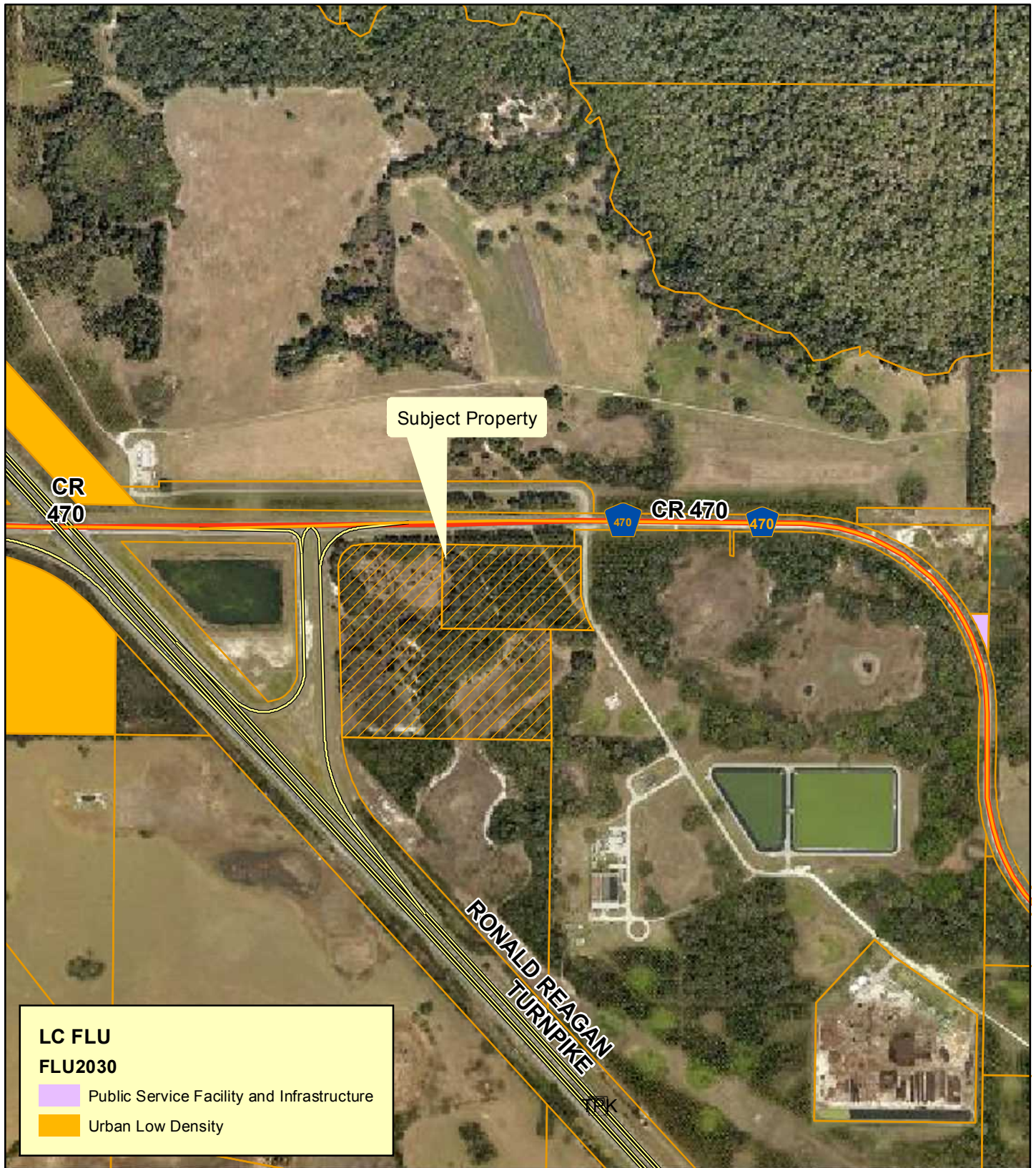


**Planning
& Zoning
Division**

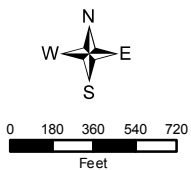


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Lake County Future Land Use



Planning & Zoning Division

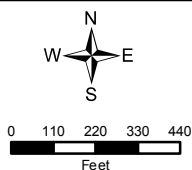


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Proposed Futrue Land Use

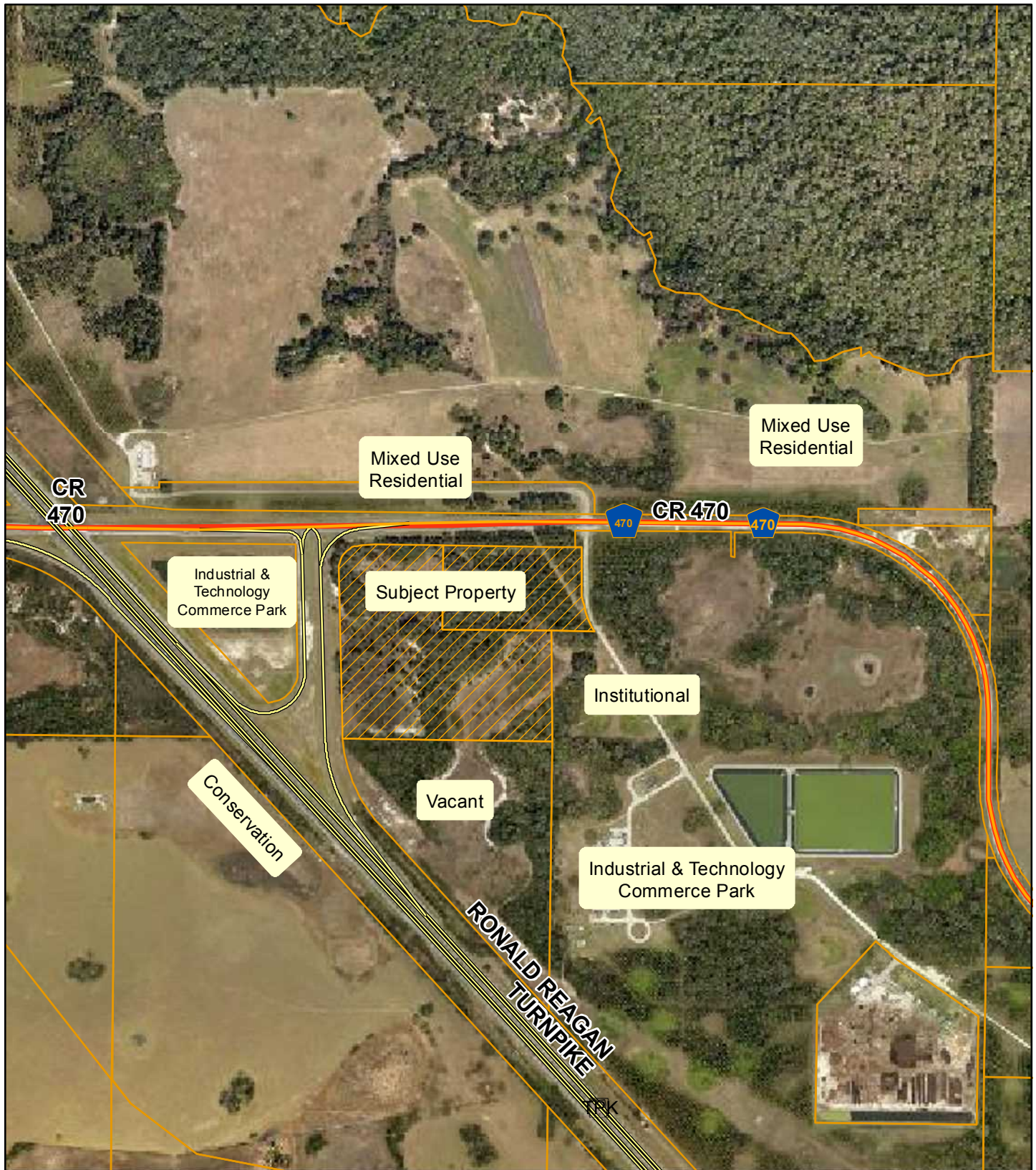


**Planning
& Zoning
Division**

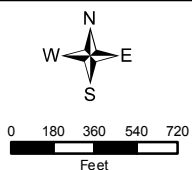


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Surrounding Land Uses

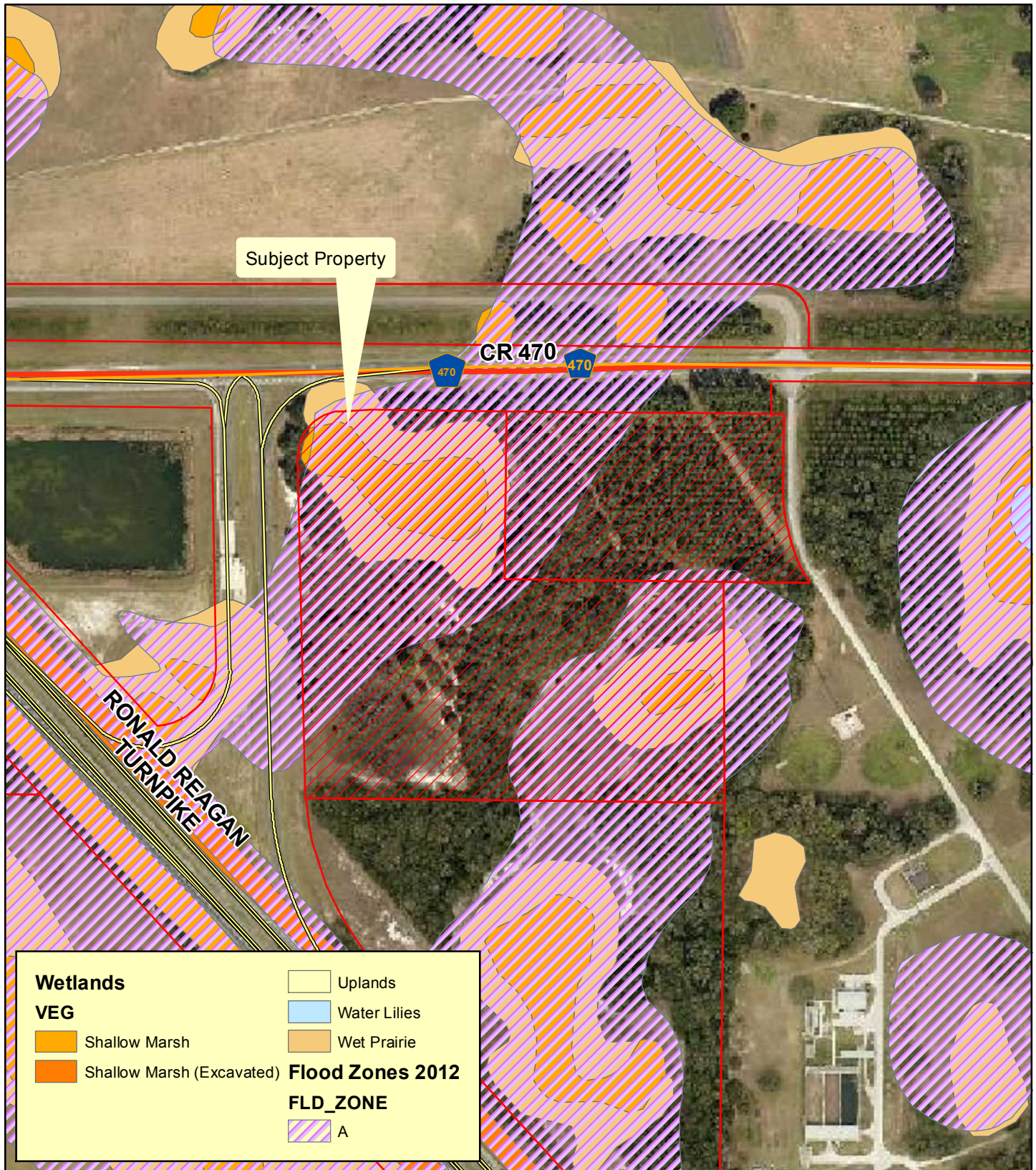


**Planning
& Zoning
Division**

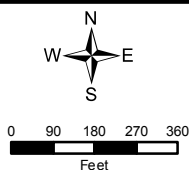


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Wetlands and Flood Zones



**Planning
& Zoning
Division**



LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
 1600 County Road 470
 AK#s: 3906202; 3913818
 Section 17, Township 20 South, Range 24 East
 October 5, 2020



Posting of sign on site.



Looking south along Turnpike exit.



Looking north-westerly along Turnpike exit.



Looking north along Turnpike exit toward C.R. 470



Looking west into subject property from sign posting.



Looking east from the subject property.

Signs Posted 11/6/2020
LSCP-20-221; PUD-20-220
Leesburg 470



Looking east from sign posting along C.R. 470.



Looking north across C.R. 470 from sign posting.



Looking west along C.R. 470 from sign posting.



Looking west into subject property from sign posting.

Signs Posted 11/6/2020
LSCP-20-221; PUD-20-220
Leesburg 470



Looking north along unnamed access road from sign posting.



Close up of sign posting.



Looking north from subject property.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, NOVEMBER 19TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 19th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:33 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders
Tim Sennett

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, OCTOBER 22ND, 2020

Commissioner Marshall moved to APPROVE the draft minutes from the OCTOBER 22ND, 2020 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1. SWEARING-IN OF PLANNING COMMISSION MEMBERS – TIM SENNETT

Sabrina Mitchell swore in the new members of the Planning Commission Board.

1. PUBLIC HEARING CASE # LSCP-20-221 – 470 Leesburg LLC – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 36.9 +/- ACRES FROM INDUSTRY AND TECHNOLOGY COMMERCE PARK (ITCP) TO NEIGHBORHOOD MIXED USE FOR A PROPERTY GENERALLY LOCATED EAST OF FLORIDA'S TURNPIKE AND SOUTH OF COUNTY ROAD 470 AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 11TH, 2021 AND SECOND READING ON MONDAY, MARCH 8, 2021)** (470 LLC)

Mr. Miller stated these cases are related, with the Chairman's permission, staff requesting that we go over both cases as a whole and then afterward the Commission could vote on each case separately, so it will be easier to understand that way.

Dan Miller introduced case number #LSCP-20-221 – 470 Leesburg LLC – Large Scale Comprehensive Plan Amendment and case number #PUD-20-220 – Planned Unit Development Zoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, went over the (PUD) Planned Unit Development and Comprehensive Plan Amendment standards.

Chairman Bowersox stated for the record the City Commission tentative dates for the Comprehensive Plan Amendment. Mr. Miller stated for the record the Large-Scale Comprehensive Plan has to be transmitted and it takes approximately 45-60 days; review and send back within 30 days.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Outside City of Leesburg electric area, Lake County noted access will be from the existing paved road to the east. Public responses - no comments from the public.

Mr. Miller read the Staff Recommendations for both cases into the record; Staff recommended approval for both cases.

Mr. Phil Smith of McIn-Burnsed in Leesburg gave a presentation of the subject property and stated the 470 Leesburg interested in taking this property and being a good neighbor; nice addition, and will be happy to answer any questions; appreciate the Board support on behalf of the applicant.

Mr. Bowersox stated if any Commissioner's have any questions of the applicant.

John O'Kelley expressed concern if the Villages owned the property. Mr. Phil Smith stated it's owned by another individual.

Chairman Bowersox stated any other questions from the applicant.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Marshall made a MOTION for APPROVAL of case # LSCP-20-221 – 470 Leesburg LLC – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

Chairman Bowersox called for the second case under new business be brought forward.

2. PUBLIC HEARING CASE # PUD-20-220 – 470 Leesburg LLC – PLANNED UNIT DEVELOPMENT ZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 36.9 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE RESIDENTIAL AND

COMMERCIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF FLORIDA'S TURNPIKE AND SOUTH OF COUNTY ROAD 470 AS LEGALLY DESCRIBED IN SECTIONS 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 11TH, 2021 AND SECOND READING ON MONDAY, MARCH 8, 2021) (470 LLC)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Sennett made a MOTION for APPROVAL of case # PUD-20-220 – 470 Leesburg LLC – PLANNED UNIT DEVELOPMENT ZONING Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

ANNOUNCEMENTS

Commissioner Wood made a motion to adjourn meeting.

ADJOURNMENT

Approximately 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.3.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City Commission of the City of Leesburg, Florida, changing the zoning on approximately 36.9 +/- acres from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for a mixed use residential and commercial development for a property generally located east of Florida's turnpike and south of County Road 470, as legally described in Section 17, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.(CR 470 Smith)

Staff Recommendation:

Planning and Zoning Staff and the Planning Commission recommend approval of the request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) to allow for a mixed use development.

Analysis:

The project site is approximately 36.9 +/- acres, and is generally located east of Florida's turnpike and south of County Road 470, as shown on the attached maps. At this time, the property is vacant and undeveloped. The proposal will allow for a variety of mixed commercial uses. The development has architectural standards and buffers which will be in keeping with adjacent and nearby development proposed in the area. The existing land uses surrounding the property generally undeveloped or related to city utilities. This area is expected to grow significantly in the near future. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on November 19, 2020 and approved this request.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning from PUD (Planned Unit Development) 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 COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY
36.9 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD
(PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED USE
RESIDENTIAL AND COMMERCIAL DEVELOPMENT FOR A PROPERTY
GENERALLY LOCATED EAST OF FLORIDA'S TURNPIKE AND SOUTH OF
COUNTY ROAD 470, AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP
20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING
AN EFFECTIVE DATE.(CR 470 SMITH)**

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

Section 1.

Based upon the petition of William Glass, 850 Concourse Parkway South, Suite 200, Maitland Florida, (Phillip S. Smith, 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 City PUD (Planned Unit Development) to City PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

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

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

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

470 LEESBURG, LLC
PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
November 19, 2020

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to **470 LEESBURG, LLC, (William Glass, Petitioner)**, or assigns, "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND: The "Permittee" has submitted an application requesting a PUD (Planned Unit Development) zoning district for a mixed-use development, consisting of retail, office, hotel, filling stations and restaurant/diner uses, plus other commercial and/or office facilities, to be consistent with and in support the planned local growth of the area, on an approximately 36.9-acre site within the City of Leesburg, in accordance with their Planned Development 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 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. The overall goal is to develop the project in a manner consistent with the proposed future development of the general area, which includes similar uses and requirements.

1. **PERMISSION**

Permission is hereby granted to **470 LEESBURG, LLC, (William Glass, Petitioner)** or assigns, to operate and maintain a PUD (Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located north of CR 470 and east of the Florida Turnpike.

2. **LEGAL DESCRIPTION:**

See **Exhibit B**.

3. **LAND USE**

The above-described property, containing approximately 36.9 acres, and having a maximum of 550,000 square feet of buildings shall be used for including retail, office, hotel, filling stations, restaurant/diner uses, plus other commercial and or office facilities to support the future local growth of the area, pursuant to City of Leesburg development codes and standards.

A. Permitted and Prohibited Uses

1) Permitted and Prohibited uses shall be as follows:

a) Permitted Uses shall be as follows

- i. Assisted Living/memory care/nursing homes, etc.
- ii. General office
- iii. Retail uses
- iv. Hotel
- v. Gasoline filling stations/convenience stores
- vi. Medical offices
- vii. Pharmacy
- viii. Restaurants/Diners
- ix. Memory care/assisted living facilities
- x. Other similar uses may be permitted by the Planning and Zoning Manager, which by their use, intensity, density or trip generation do not adversely impact nearby or adjoining properties due to traffic, noise, dust, etc.

b) Prohibited uses shall be as follows:

- i. commercial bars and lounges
- ii. clubs and lodges which are not an accessory use to an assisted living facility
- iii. crematoriums
- iv. package stores (liquor)
- v. industrial uses
- vi. vehicle sales service and repair
- vii. kennels
- viii. truck stops
- ix. check cashing stores
- x. thrift stores
- xi. tattoo parlors
- xii. Any other similar uses which are not considered medically related residential, office or commercial in character or intensity which may adversely impact the nearby or adjoining properties due to traffic, noise, dust, etc.

4. LOT DEVELOPMENT STANDARDS

A. Minimum Lot Development Standards

- i. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.
- ii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development).
- iii. Minimum distance between structures shall be twenty (20) feet; measured from the nearest vertical wall of the nearest adjacent building.
- iv. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than fifteen (15) percent of the required rear yard.
- v. Accessory structures shall not be constructed within required buffer areas.

B. Building Heights

- i. Commercial/Office structures: maximum height for commercial and office structures shall be three (3) stories, or forty (40) feet.
 - ii. Hotel structures: maximum height for hotels shall be four (4) stories or fifty (50) feet.
 - iii. Accessory Structures: maximum height for accessory structures shall be fifteen (15) feet.
 - iv. All structure heights shall be measured from the first floor, finished floor elevation on the site.
- C. Impervious Surface Coverage
 - i. Impervious surface coverage shall not exceed seventy (70) percent of the total property, and open space shall not be less than thirty (30) percent of the total property area. Open space may include retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
- D. Easements
 - i. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

5. **ACCESS AND CIRCULATION**

- A. Site Access
 - i. Access to the site shall be provided by a minimum of one access point from the existing paved road on the east side of the property that services the City of Leesburg Wastewater Plant. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the Traffic Study process as required by the City's site plan review process.
- B. Internal Circulation
 - i. All drives and access points shall be constructed so that continuous vehicular and pedestrian access is available among and between all commercial and medical structures on the property.
- C. Pedestrian Access
 - i. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development. Pedestrian access shall include consideration of sidewalks, recreational trails/paths etc., to adjoining properties.
 - ii. Sidewalks shall be installed per City of Leesburg codes and specifications.
 - iii. All pedestrian crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site plan and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. **PARKING**

- A. General Parking requirements
 - i. Parking for primary residential structures shall be provided as off-street spaces pursuant to the City of Leesburg Code of Ordinances, as amended.
 - ii. All parking spaces shall be a minimum of 9.5 feet wide and 18 feet in length.
- B. Handicapped parking requirements

- i. Handicap parking requirements for number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended.

7. **DESIGN REQUIREMENTS**

A. Architectural Ordinance Standards

- i. The Leesburg City Commission adopted Architectural Standards for new development and redevelopment under Ordinance 16-35. All phases and all structures of this development shall meet or exceed the architectural standards as adopted by the City Commission. However, should architectural standards as noted above not be in place at the time of construction of any phase or structure within this development, the following standards shall prevail as shown below:

B. Architectural Theme

- i. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.

C. Screening of equipment

- i. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.

D. Exterior construction materials

- i. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - 1. at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - 3. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

E. Public Entrances.

- i. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design. Buildings shall incorporate lighting and changes in mass, surface or finish to provide emphasis to the entrances.

F. Building Façade.

- i. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

G. Design Variations

- i. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

9. SIGNAGE

A. Ground signs

- i. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- ii. Ground signs may not be permitted on undeveloped property.

B. Alternative Designs.

- i. Alternative designs for the ground enclosure support and bases of monument signs may be approved by the Community Development Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

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

D. Wall signs

- i. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

10. WETLANDS

A. Existing Wetlands

- i. If wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

B. Wetland Buffers

- i. Buildings or structures shall be an average of 25 feet from any wetland jurisdiction boundary, or as required by the appropriate permitting agency. In no case shall a wetland buffer be less than 15 feet.
- ii. Wetlands shall have a minimum upland buffer as 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.

C. Wetland Easements

- i. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a property owners 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 St. Johns

River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

11. DRAINAGE, UTILITIES AND SITE PLAN

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - i. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - ii. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

12. STORMWATER MANAGEMENT/FLOOD ZONES

- A. Stormwater Management and Utility Plan
 - 1. 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. The 100-year flood plain shown on all plans and lots.
 - d. 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.
 - e. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
 - 2. 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. Financial Responsibility
 - i. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

13. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - i. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any necessary

access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

- B. Approvals for Improvements
 - i. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - ii. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Roadway Improvements
 - i. The applicant shall provide all necessary roadway and intersection improvements within the development and its connection to CR 470.
 - ii. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right of way, signalization and improvements required to support the development.
- D. Internal Circulation
 - i. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- E. Bus Stop required
 - i. Because the proposed development lies along and near a major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake –Sumter MPO, shall be provided by the developer if requested by the Lake-Sumter MPO during the site plan review process.
 - ii. If recommended by LSMPO (Lake-Sumter Metropolitan Planning Organization), the bus stop shall be constructed prior to certificate of occupancy for the first building on the site.

14. LANDSCAPING & BUFFERS

- A. General
 - i. The intent of the landscape plan is to provide consistency and compatibility with surrounding future development for a seamless and aesthetically pleasing design.
 - ii. A master landscape plan shall be submitted for review by City staff for all buffer/boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the and City of Leesburg landscape code requirements.
 - iii. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. Buffer Areas
 - i. The site shall be developed in accordance with an approved landscape plan, which shall be reviewed during the Development Review process of the City of Leesburg.
 - ii. The site shall contain a 25-foot landscape buffer around the perimeter of the property. This buffer shall be installed as each area of the site is developed, to include the area along CR470 and the access road to the east as the first portion of the buffer requirements.

- iii. In accordance with the approved site/landscape plan, for each one hundred (100) linear feet, or fraction thereof of boundary area the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances:
 - i. two (2) canopy trees, plus
 - ii. four (4) ornamental trees, plus
 - iii. and fifty (50) shrubs,
 - iv. All planting materials shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), *Landscape plants materials list*, City of Leesburg, Code of Ordinances.
 - iv. The remainder of the buffer area shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances. Due to high water consumption requirements, St. Augustine grass is prohibited, .
 - v. Existing vegetation which is to remain within the required buffer shall be protected during construction.
 - vi. The Planning and Zoning Manager may adjust the buffer designs and plantings alternative designs are aesthetically or functionally necessary.
 - C. Building Landscaping
 - i. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public.
 - D. Parking Lot, Sign and Landscaping
 - i. All parking aisles shall contain landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles.
 - ii. Each landscape island shall be at least (100 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
 - iii. Parking lot landscaping shall comply with the conceptual design shown in Exhibit B attached hereto.
 - iv. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
 - E. Open Space
 - i. A minimum of twenty-five (25) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space.
 - F. Variations to Landscape Requirements
 - i. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.

15. MAINTENANCE

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

16. DEVELOPMENT PHASING

- A. Phasing of Development
 - i. The proposed project may be constructed in phases in accordance with these Planned Unit Development conditions. Changes to the Conceptual Development Plan or approved site plan, other than those required conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
- B. Implementation of Development
 - i. Implementation of the project shall substantially commence within 12 months of approval of a site plan approved through the City of Leesburg Site Plan Review process. Should the property not be implemented within this time period, a new Site Plan review process shall be required.
- C. Satisfaction of Implementation
 - i. Satisfaction of the implementation of development shall be attained at such point as the developer has performed two of the following:
 - i. Received an approved site plan for new construction;
 - ii. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan;
 - iii. Completed installation of trees and landscaping in the parking and boundary areas of the property in compliance with the terms of this PUD document.

17. MISCELLANEOUS CONDITIONS

- A. Uses
 - i. The uses of the proposed project shall only be those uses identified in these approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.
- B. Approvals
 - i. 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. Compliance
 - i. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. Transfer of Ownership
 - i. 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 Code of Ordinances, as amended.
- E. Benefit
 - i. 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 herein set out.

18. LEVELS OF SERVICE

As submitted, 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 roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. No final development order (site plan and building permits) shall be granted for a 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.

A. Utilities

1) Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution mains, since existing facilities in the service area are not adequate, 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.

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION
As submitted by applicant

EXHIBIT B

LEGAL DESCRIPTION:

PARCEL "A"

THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°36'02" WEST 508.32 FEET; THENCE SOUTH 89°20'23" EAST 925.09 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'45", AN ARC LENGTH OF 298.99 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 15°52'16" WEST, 294.96 FEET, TO THE END OF SAID CURVE; THENCE NORTH 00°26'37" EAST 226.40 FEET; THENCE NORTH 89°24'15" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AND ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 167.78 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.0 ACRES.

PARCEL "B"

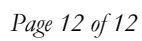
THAT PART OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AND RUN THENCE SOUTH 00°39'36" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 AS IT EXIST JANUARY 25, 2017; THENCE NORTH 89°23'48" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470, A DISTANCE OF 673.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°23'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 408.21 FEET; THENCE SOUTH 87°34'38" WEST ALONG SAID SOUTH RIGHT OF WAY LINE 93.43 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 137.50 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE THROUGH A CENTRAL ANGLE OF 88°45'20", AN ARC LENGTH OF 213.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°11'28" WEST, 192.36 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 01°11'42" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE 975.91 FEET TO THE BEGINNING OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 890.63 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°37'55", AN ARC LENGTH OF 56.46 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 03°00'39" EAST, 56.45 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 17; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE RUN SOUTH 89°18'21" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 A DISTANCE OF 1269.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00°39'36" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 671.35 FEET; THENCE NORTH 89°20'23" WEST 672.53 FEET; THENCE NORTH 00°36'02" EAST 508.32 FEET TO THE POINT OF BEGINNING.
CONTAINING 26.9 ACRES.

NOTES:

- THE SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- THIS IS A BOUNDARY SURVEY ONLY.
- BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE, COORDINATE EAST ZONE AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA AS BEING NORTH 89°23'48" WEST.
- THE RIGHT OF WAY OF COUNTY ROAD NO. 470 AND FLORIDA'S TURNPIKE ADJACENT TO THIS SITE IS BASED ON LAKE COUNTY RIGHT OF WAY PLANS DATED FEBRUARY 28, 2008, COUNTY PROJECT NO. SDY01003.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF LAKE COUNTY, FLORIDA, COMMUNITY PANEL NO. 120401-0320-0, DATED 12/18/2012, THE SUBJECT LOT LIES IN ZONES "X" AND "A".
- HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:
CITY OF LEESBURG

EXHIBIT C





**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: November 19, 2020
OWNER: 470 Leesburg, LLC
PETITIONER: William Glass
PROJECT: 470 Leesburg, LLC
REQUEST: Rezoning to allow Mixed Use Residential and Commercial Development
CASE NO.: PUD-20-220

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed Zoning designation of PUD (Planned Development Overlay) is compatible with surrounding adjacent properties having zoning districts of ARD (Age Restricted Development), vacant state government land (FDOT), P (Public), and PUD (Planned Unit Development) and Lake County A (Agricultural).
2. The proposed Future Land Use designation of Neighborhood Mixed Use is compatible with the surrounding adjacent properties having Future Land Use designations of ARD (Age Restricted Development), vacant state government land owned by FDOT, Institutional, and Industrial/Technology/Commercial Park
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal 1, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from City of Leesburg PUD (Planned Unit Development) to PUD (Planned Unit Development), as conditioned, to allow for future mixed use development and forward to the City Commission for consideration.

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

DATE: October 6, 2020
OWNER: 470 Leesburg, LLC
PETITIONER: William Glass
PROJECT: 470 Leesburg, LLC
REQUEST: Future Land Use amendment to Neighborhood Mixed Use and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-221; PUD-20-220

GENERAL LOCATION: The property is generally located east of Florida's Turnpike and south of County Road 470.

FUTURE LAND USE DESIGNATION:
Industrial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Age Restricted Development
South – Florida Department of Transportation – vacant state government land
East – Institutional
West – Industrial, Technology, Commercial Park

PROPOSED FUTURE LAND USE DESIGNATION:
Neighborhood Mixed Use

EXISTING ZONING DESIGNATION:
City of Leesburg PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – ARD (Age Restricted Development)
South – Florida Department of Transportation – vacant state government land
East – P (Public)
West – PUD (Planned Unit Development)

PROPOSED ZONING DESIGNATION:
City of Leesburg PUD (Planned Unit Development)

EXISTING LAND USE:
Vacant industrial acreage

SURROUNDING LAND USE:

North – Mixed Use Residential undeveloped
South – Vacant; Institutional
East – Institutional undeveloped
West – Vacant Industrial Technology Commerce Park

PROPOSED LAND USE: Mixed Use development consisting of retail stores, offices, small hotels, gas stations and all other non-obnoxious uses.

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

DATE: November 4, 2020
OWNER: 470 Leesburg, LLC
PETITIONER: William Glass
PROJECT: 470 Leesburg, LLC
REQUEST: Future Land Use amendment to Neighborhood Mixed Use and zoning to PUD (Planned Unit Development)
CASE NO.: LSCP 20-221; PUD-20-220

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/13/20

FIRE

No comments from Fire Department. Amanda Stevenson 11/6/20

ELECTRIC

Approved. This is outside Leesburg Electric's service territory. We do have lights on 470 that may be an issue. Steve Davis 11/4/20

GAS

No comments received as of 11/13/20

GIS

No comments received as of 11/13/20

BUILDING

No comments received as of 11/13/20

PUBLIC WORKS

Public Works has no issues with this. This is very close to our Wastewater Treatment Plant, but surely they know that and have no issues with it. Clifford Kelsey 11/9/20

ADDRESSING

No comments received as of 11/13/20

ECONOMIC DEVELOPMENT

No comments received as of 11/13/20

LAKE COUNTY PUBLIC WORKS

Lake County Public Works has the following comments.

1. Access to this parcel of land will be from the existing paved road on the east side that services the city utility site.
2. Florida turnpike has a restricted right-of-way in front of this parcel that prohibits any improvements nor access through it.
3. Offsite road improvements will be required on CR 470
4. Access Management will be in accordance with Lake County standards.

Thanks, Seth 11/6/20

LAKE COUNTY SCHOOLS

The residential component of this project is subject to school concurrency review prior to final development order approval. Let me know if you have any questions. Thank you, Helen LaValley
11/18/20

PUBLIC RESPONSES

Approval

no approvals

Disapproval

no disapprovals

No comment

no comment

Notice of Appearance filed:

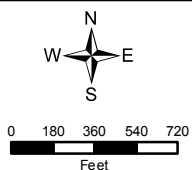
PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Aerial

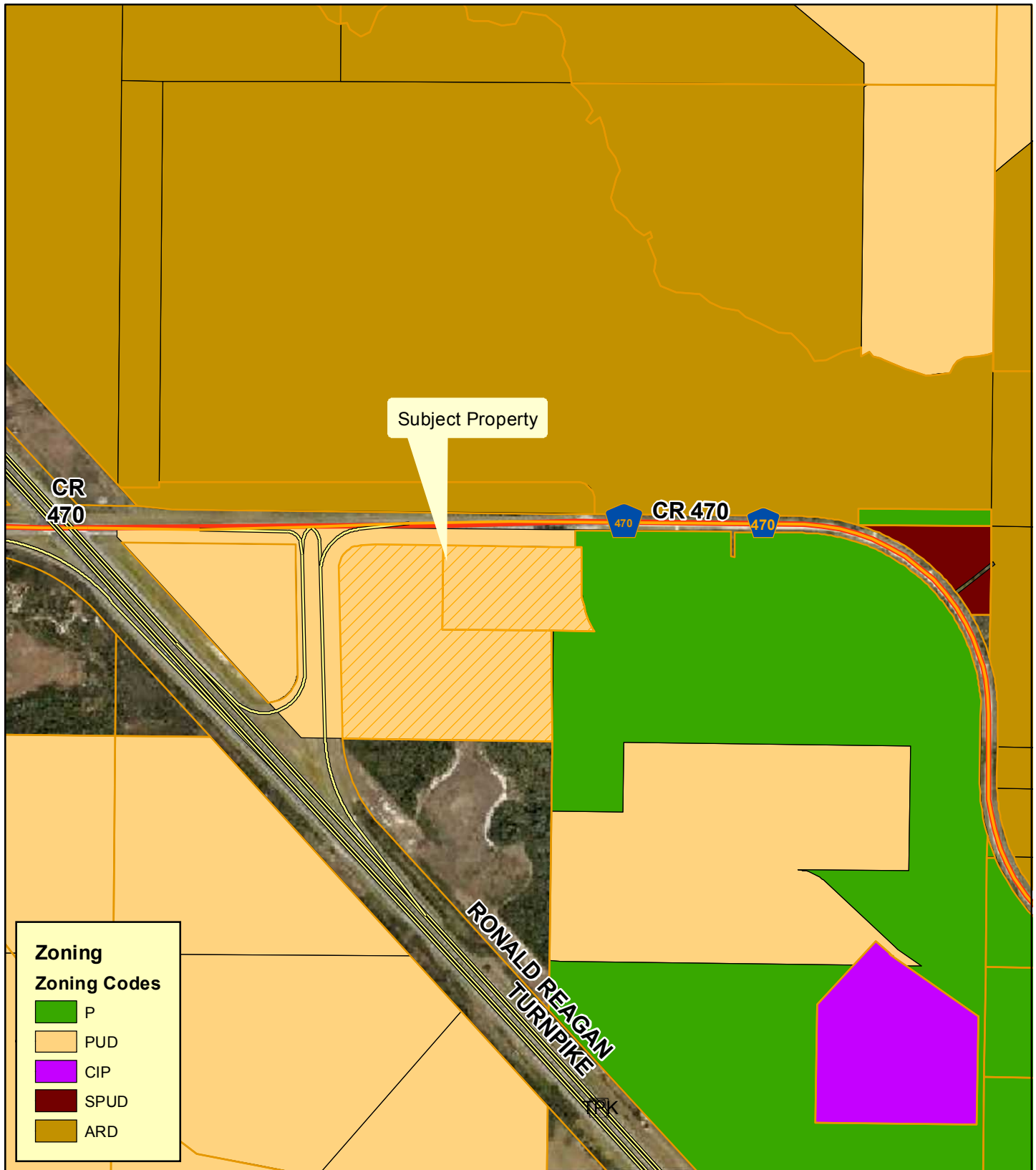


**Planning
& Zoning
Division**

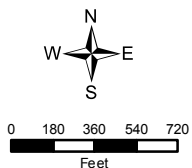


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Zoning



**Planning
& Zoning
Division**



LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Proposed Zoning

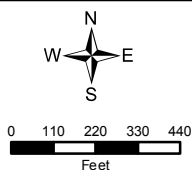


Legend:

 PROPOSED PUD Zoning



**Planning
& Zoning
Division**

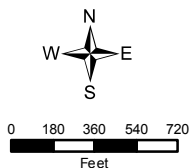


LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020

Lake County Zoning



**Planning
& Zoning
Division**



LSCP-20-221; PUD-20-220 - 470 Leesburg, LLC
1600 County Road 470
AK#s: 3906202; 3913818
Section 17, Township 20 South, Range 24 East
October 5, 2020



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, NOVEMBER 19TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 19th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:33 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders
Tim Sennett

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, OCTOBER 22ND, 2020

Commissioner Marshall moved to APPROVE the draft minutes from the OCTOBER 22ND, 2020 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7- 0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

NEW BUSINESS

1. SWEARING-IN OF PLANNING COMMISSION MEMBERS – TIM SENNETT

Sabrina Mitchell swore in the new members of the Planning Commission Board.

1. PUBLIC HEARING CASE # LSCP-20-221 – 470 Leesburg LLC – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 36.9 +/- ACRES FROM INDUSTRY AND TECHNOLOGY COMMERCE PARK (ITCP) TO NEIGHBORHOOD MIXED USE FOR A PROPERTY GENERALLY LOCATED EAST OF FLORIDA'S TURNPIKE AND SOUTH OF COUNTY ROAD 470 AS LEGALLY DESCRIBED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 11TH, 2021 AND SECOND READING ON MONDAY, MARCH 8, 2021)** (470 LLC)

Mr. Miller stated these cases are related, with the Chairman's permission, staff requesting that we go over both cases as a whole and then afterward the Commission could vote on each case separately, so it will be easier to understand that way.

Dan Miller introduced case number #LSCP-20-221 – 470 Leesburg LLC – Large Scale Comprehensive Plan Amendment and case number #PUD-20-220 – Planned Unit Development Zoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, went over the (PUD) Planned Unit Development and Comprehensive Plan Amendment standards.

Chairman Bowersox stated for the record the City Commission tentative dates for the Comprehensive Plan Amendment. Mr. Miller stated for the record the Large-Scale Comprehensive Plan has to be transmitted and it takes approximately 45-60 days; review and send back within 30 days.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different departments for review, no substantive comments or objections received from the departments. Outside City of Leesburg electric area, Lake County noted access will be from the existing paved road to the east. Public responses - no comments from the public.

Mr. Miller read the Staff Recommendations for both cases into the record; Staff recommended approval for both cases.

Mr. Phil Smith of McIn-Burnsed in Leesburg gave a presentation of the subject property and stated the 470 Leesburg interested in taking this property and being a good neighbor; nice addition, and will be happy to answer any questions; appreciate the Board support on behalf of the applicant.

Mr. Bowersox stated if any Commissioner's have any questions of the applicant.

John O'Kelley expressed concern if the Villages owned the property. Mr. Phil Smith stated it's owned by another individual.

Chairman Bowersox stated any other questions from the applicant.

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Marshall made a MOTION for APPROVAL of case # LSCP-20-221 – 470 Leesburg LLC – LARGE SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Sennett SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

Chairman Bowersox called for the second case under new business be brought forward.

2. PUBLIC HEARING CASE # PUD-20-220 – 470 Leesburg LLC – PLANNED UNIT DEVELOPMENT ZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 36.9 +/- ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE RESIDENTIAL AND

COMMERCIAL DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED EAST OF FLORIDA'S TURNPIKE AND SOUTH OF COUNTY ROAD 470 AS LEGALLY DESCRIBED IN SECTIONS 17, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, JANUARY 11TH, 2021 AND SECOND READING ON MONDAY, MARCH 8, 2021) (470 LLC)

Chairman Bowersox entertained a motion, and then the voting took place.

Commissioner Sennett made a MOTION for APPROVAL of case # PUD-20-220 – 470 Leesburg LLC – PLANNED UNIT DEVELOPMENT ZONING Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

ANNOUNCEMENTS

Commissioner Wood made a motion to adjourn meeting.

ADJOURNMENT

Approximately 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.B.4.

Meeting Date: January 25, 2021

From: Dan Miller, (Planning and Zoning Manager)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.63 +/- acres from C-3 (General Commercial) and R-2 (Medium Density Residential) to PUD (Planned Unit Development) to allow for mixed use development for a property generally located west of U.S. Highway 27 and north of County Road 25A, as legally described in Section 34, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (Manuella Apts.)

Staff Recommendation:

Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from R-2 (Medium Density Residential) and C-3 (General Commercial) to City PUD (Planned Unit Development) to allow for a mixed use (residential and commercial) development.

Analysis:

The project site is approximately 20.6 +/- acres, and is generally located west of U.S. Highway 27, and north of County Road 25A as shown on the attached maps. At this time, the property is vacant and undeveloped. The proposal will allow for a mixed use residential and commercial development. The residential portion of this property is expected to be marketed as deed restricted for use by teachers and first responders. The existing land uses surrounding the property are residential and commercial to the north and east with residential and undeveloped land to the south and west. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on November 19, 2020 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:

A positive fiscal impact will result upon completion of this project. This will include new impact fees, ad valorem taxes and utility fees.

Submission Date and Time:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 20.63 +/- ACRES FROM C-3 (GENERAL COMMERCIAL) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 25A, AS LEGALLY DESCRIBED IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (MANUELLA APTS.)

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

Section 1.

Based upon the petition of Werner Macedo, D32 Invest, LLC, 6725 Conroy Road, Suite 422, Orlando, Florida, (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 R-2 (Medium Density Residential) and C-3 (General Commercial) to City PUD (Planned Unit Development), to-wit:

(Legal Description)

(See Exhibit B)

Section 2.

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

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

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk

**MANUELLA APARTMENTS
D32 INVEST, LLC
PLANNED UNIT DEVELOPMENT CONDITIONS
November 19, 2020**

This Planned Unit Development Conditions document for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg, Lake County, Florida to **D32 INVEST, LLC (Greg Beliveau, Petitioner)** herein known as the "Permittee", who shall be subject to the terms and conditions as set forth herein 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

"Permittee" is hereby requesting a Planned Unit Development (PUD) zoning district to allow development of a property comprised of residential uses and activities on approximately 21 acres, generally located west of U.S. Highway 27 and north of County Road 25A on a site within the city limits of 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 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

- A. Permission is hereby granted **D32 INVEST, LLC (Greg Beliveau, Petitioner)**, to build, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

2. LEGAL DESCRIPTION:

- A. The property is more particularly described below.
See attached legal "Exhibit B"

3. PERMITTED AND EXCLUDED USES

The above described property, containing approximately 21 acres, shall be used for residential and commercial purposes, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

The following uses are considered permitted uses on the subject property, to be located within the separate adjacent commercial and residential areas:

- i. Residential uses shall be as shown below,
 - a. Multi-family dwellings (within the residential area and defined as 4+ units per building)
- ii. Commercial uses shall be as shown below, except as shown in B. *Excluded Uses* below.
 - a. Animal Hospital/Vet Clinics
 - b. Car wash, full or self service
 - c. Commercial Parking
 - d. Indoor recreation
 - e. Office uses
 - f. Medical offices
 - g. Personal Services
 - h. Restaurants
 - i. Retail Sales & Service

B. Excluded Uses

The following uses shall not be permitted on the subject property:

- i. Automotive uses
- ii. Transient facilities
- iii. Mini storage units
- iv. Industrial uses
- v. Thrift stores
- vi. Liquor/package stores
- vii. Bars/clubs/lounges
- viii. Check-cashing stores
- ix. Warehouse/freight storage
- x. Waste related uses
- xi. Truck stops
- xii. Tattoo parlors
- xiii. Firing ranges
- xiv. Funeral Home/Mortuary/Crematory uses
- xv. Waste related uses
- xvi. Any similar uses which are not considered residential or commercial in nature, character or intensity, which may adversely impact or otherwise be incompatible with the adjoining properties due to noise, dust, vibration, odor, etc.

C. Accessory Uses

Accessory uses shall be permitted as follows:

- i. Temporary modular sales center offices and construction offices.
- ii. Accessory structures per City of Leesburg Code of Ordinances

4. **LOT DEVELOPMENT STANDARDS**

- A. Development Areas – The property shall be divided into two separate development areas.
- i. Area 1 - shall permit both commercial and residential development. This area shall consist of the approximately ten (10) acre area currently having a future land use category of General Commercial. This area may contain a maximum of 15,000 square feet of commercial space and a maximum of fifteen (15) residential units per acre.
 - ii. Area 2 shall permit residential uses only. This area shall consist of the 11+/- acres of land currently having a future land use category of Low Density. This area may contain a maximum of eight (8) units per acre.
- B. Density/Intensity
- i. Overall Residential Density- The project shall contain a maximum of 238 residential units on approximately 21 acres, at a maximum density not to exceed eight (8) units per acre on the Low Density Future Land Use, and fifteen (15) units per acre on the General Commercial Future Land Use, for an average density of 11.4 units per acre, as noted above under *A. Development Areas*.
 - ii. Commercial Intensity – The project shall contain a maximum of 15,000 square feet of commercial building development as noted above under *A. Development Areas*.
- C. Minimum Lot Development Standards
- i. Residential - Minimum lot development standards shall be those of the R-3 (High Density Residential) zoning district, except as amended by these conditions.
 - ii. Commercial -- - Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
 - iii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development).
- D. Setbacks
- i. Minimum building setbacks, as measured from the property lines shall be:
 - i. Commercial development: As required by the C-3 (Highway Commercial) zoning district
 - ii. Residential development: As required by the R-3 (High Density Residential) zoning district
 - iii. Interior buildings shall have a setback of thirty feet from the edge of pavement (travel lane).
 - ii. Minimum distance between structures shall be twenty (20) feet; measured from the nearest vertical wall of the nearest adjacent building.
 - iii. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than fifteen (15) percent of the required rear yard.
 - iv. Accessory structures shall not be constructed within required buffer areas.

- E. Building Height
 - i. Residential Structures: maximum height for residential structures shall be two (2) stories, or thirty-five (35) feet.
 - ii. Commercial Structures: maximum height for commercial structures shall be two stories or thirty-five (35) feet.
 - iii. Accessory Structures: maximum height for accessory structures shall be fifteen (15) feet.
- F. Impervious Surface Coverage
 - i. Impervious surface coverage shall not exceed seventy (75) percent of the total property, and open space shall not be less than twenty-five (25) percent of the total property area.
- G. Easements
 - i. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

5. **LANDSCAPING & BUFFERS**

- A. General
 - i. A master landscape plan shall be submitted for review by City staff for all buffer/boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
 - ii. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. Buffer Areas
 - i. The site shall be developed in accordance with an approved landscape plan, which shall be substantially consistent with Exhibit C, Conceptual Site Plan attached hereto, or as amended during the development review process.
 - ii. Landscape Boundary Buffers shall be as follows
 - i. Perimeter Buffer: 25 (twenty-five) feet
 - ii. Where the project is adjacent to wetlands, the wetland buffers noted elsewhere in this document shall prevail.
 - iii. In accordance with the approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of boundary area the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances:
 - i. two (2) canopy trees, plus
 - ii. two (2) ornamental trees, plus
 - iii. and thirty (30) shrubs,
 - iv. All planting materials shall be selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), *Landscape plants materials list*, City of Leesburg, Code of Ordinances.
 - iv. The remainder of the buffer area shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape

treatment in accordance with the City of Leesburg Code of Ordinances. St. Augustine grass shall not be used due to excessive water consumption.

- v. Existing vegetation which is to remain within the required buffer shall be protected during construction.
- C. Building Landscaping
 - i. All new building construction shall comply with Section 25-329 *Landscape Buffer Requirements*, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public.
- D. Parking Lot, Sign and Landscaping
 - i. All parking aisles shall contain with landscape islands located at the end of each aisle and at intervals of one each ten (10) spaces in parking aisles.
 - ii. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
 - iii. Parking lot landscaping shall comply with the general conceptual design shown in Exhibit C attached hereto and all landscape requirements of the City of Leesburg Code of Ordinances.
 - iv. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- E. Wall Buffer Requirement
 - i. The western and northern property lines adjacent to Southpointe subdivision shall have a six (6) foot fence as a solid visual buffer to the properties on the within the Southpointe subdivision, and shall be constructed of PVC or similar synthetic material that forms a solid opaque visual buffer.
- F. Open Space
 - i. A minimum of twenty-five (25) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.
- G. Variations to Landscape Requirements
 - i. Variations to the requirements of this section of the PUD document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section is maintained.

6. **ACCESS AND CIRCULATION**

- A. Internal Circulation
 - i. All drives and access points shall be constructed so that continuous vehicular and pedestrian access is available among and between all new structures on the property.
- B. Vehicular Access
 - i. Appropriate vehicular access, meeting the standards and requirements herein and as required under the City of Leesburg Code of Ordinances, shall be required at the time of development of the property.
- C. Pedestrian Access
 - i. Pedestrian access shall be provided through sidewalks and/or walkways connecting all buildings within the development. Pedestrian access shall

include consideration of sidewalks, recreational trails/paths etc., to adjoining properties.

- ii. Sidewalks shall be installed per City of Leesburg codes and specifications.
- iii. All pedestrian crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site plan and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

7. PARKING

- A. General Parking requirements
 - i. Parking for all structures shall be provided as off-street spaces pursuant to the City of Leesburg Code of Ordinances, as amended.
- B. Handicapped parking requirements
 - i. Handicap parking requirements for number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended.

8. TRANSPORTATION IMPROVEMENTS

- A. Traffic/Transportation Study
 - i. Traffic/transportation studies shall be submitted for new developments during the site plan review process, for review and determination of any necessary access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. All improvements required by the above referenced agencies shall be the responsibility of the Permittee.
- B. Approvals for Improvements
 - i. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
 - ii. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.
- C. Bus Stop required
 - i. Because the proposed development lies along and near major transportation routes, a covered bus stop, adjacent to the boundary of the property, or located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake –Sumter MPO, shall be provided by the developer, if required by any of the above referenced agencies during the development review process.
 - ii. If a bus stop/shelter is required, said facility shall be constructed prior to certificate of occupancy for the first residential building(s).

9. SIGNAGE

- A. Ground signs
 - i. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

- ii. Ground signs may not be permitted on undeveloped property.
- B. Alternative Designs.
 - i. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Community Development Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs
 - i. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 - i. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

10. **RECREATIONAL DEVELOPMENT**

- A. Required recreation
 - i. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall consist of not less than 200 square feet of space per dwelling unit (1.1 acres of dedicated recreational space).
 - ii. Recreational uses permitted shall include, but are not limited to:
 - a. Community swimming pool
 - b. Clubhouse with swimming pool and fitness center
 - c. Community pavilions
 - d. Community grills
 - e. Children's playground
 - iii. Credit
 - a. Credit for recreational space shall be given for land areas dedicated to recreational activities, to include items such as a clubhouse with recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, piers, docks as well as trails through buffer areas. Other similar uses which will meet the intent of this document may be supplied by the developer.
 - b. Active recreational use areas, such as swimming pools, playgrounds and trails shall be calculated at a credit rate of 1.5, such that for every 100 sf of active space provided, 150 sf of active space is credited.

11. **DEVELOPMENT PHASING**

- A. Phasing of Development
 - i. The proposed project may be constructed in phases in accordance with these Planned Unit Development conditions. Upon approval of this document, changes to this approved document shall be reviewed through, and revised in accordance with, the Planned Unit Development zoning review process.
 - ii. Changes to the Conceptual Development Plan or approved site plan, other than those required by conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

- B. Implementation of Development
 - i. Implementation of the project shall substantially commence within 12 months of approval of the site plan through the City of Leesburg Development Review process. Should this implementation not be commenced within the required 12 months, a new site plan submission and review process shall be required.

12. DRAINAGE UTILITIES AND SITE PLAN

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:
 - i. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
 - ii. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

13. WETLANDS AND FLOOD ZONES

- A. Existing Wetlands
 - i. If wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).
- B. Wetland Buffers
 - i. Buildings or structures shall be an average of 25 feet from any wetland jurisdiction boundary, or as determined by the appropriate jurisdictional agency. Under no circumstances shall the minimum buffer width be less than 15 feet.
 - ii. Wetlands shall have a minimum upland buffer as 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.
- C. Wetland Easements
 - i. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners 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 St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

14. STORMWATER MANAGEMENT/FLOOD ZONES

- A. Stormwater Management and Utility Plan
 - i. 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. The 100-year flood plain shown on all plans and lots.
 - d. 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.
 - e. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
 - ii. 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. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

15. MAINTENANCE

- A. Responsibility to maintain
 - i. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.

16. DESIGN REQUIREMENTS

- A. Architectural Ordinance Standards
 - i. The Leesburg City Commission adopted Architectural Standards for new development and redevelopment under Ordinance 16-35. All phases and all structures of this development shall meet or exceed the architectural standards as adopted by the City Commission. However, should architectural standards as noted above not be in place at the time of construction of any phase or structure within this development, the following standards shall prevail as shown below:
- B. Architectural Theme

- i. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.
- C. Screening of equipment
 - i. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.
- D. Exterior construction materials
 - i. Exterior building materials contribute significantly to the visual impact of a building on the community. They 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:
 - i. 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.
 - ii. 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).
 - iii. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- E. Public Entrances.
 - i. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design. Buildings shall incorporate lighting and changes in mass, surface or finish to provide emphasis to the entrances.
- F. Building Façade.
 - i. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.
- G. Design Variations
 - i. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.
- H. Revised Plans Required
 - i. As submitted, the current building designs do not meet the requirements of this section of the PUD Conditions document, or the City’s Architectural Standards under Ordinance 16-35. Approval of a site plan and construction plans shall be contingent upon the applicant providing architectural plans which meet or exceed

the conditions specified herein. Should appropriate plans not be submitted, plans shall be rejected.

17. MISCELLANEOUS CONDITIONS

- A. Uses
 - i. The uses of the proposed project shall only be those uses identified in these approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.
- B. Approvals
 - i. 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. Compliance
 - i. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. Transfer of Ownership
 - i. 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 Code of Ordinances, as amended.
- E. Benefit
 - i. 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 herein set out.

18. LEVELS OF SERVICE AND CAPACITY

- i. Levels of Service
 - i. As submitted, the proposed zoning change could result in demands on public facilities which could potentially exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, and solid waste. No final development order (site plan and building permits) shall be granted for the 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
 - i. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
 - b. If the development requires construction of new distribution mains, since existing facilities in the service area are not adequate, 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.
- ii. Commitment of Capacity
 - a. There are no previous commitments of any existing or planned excess capacity for this property.
- iii. Ability to Provide Services
 - a. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

LEGAL DESCRIPTION

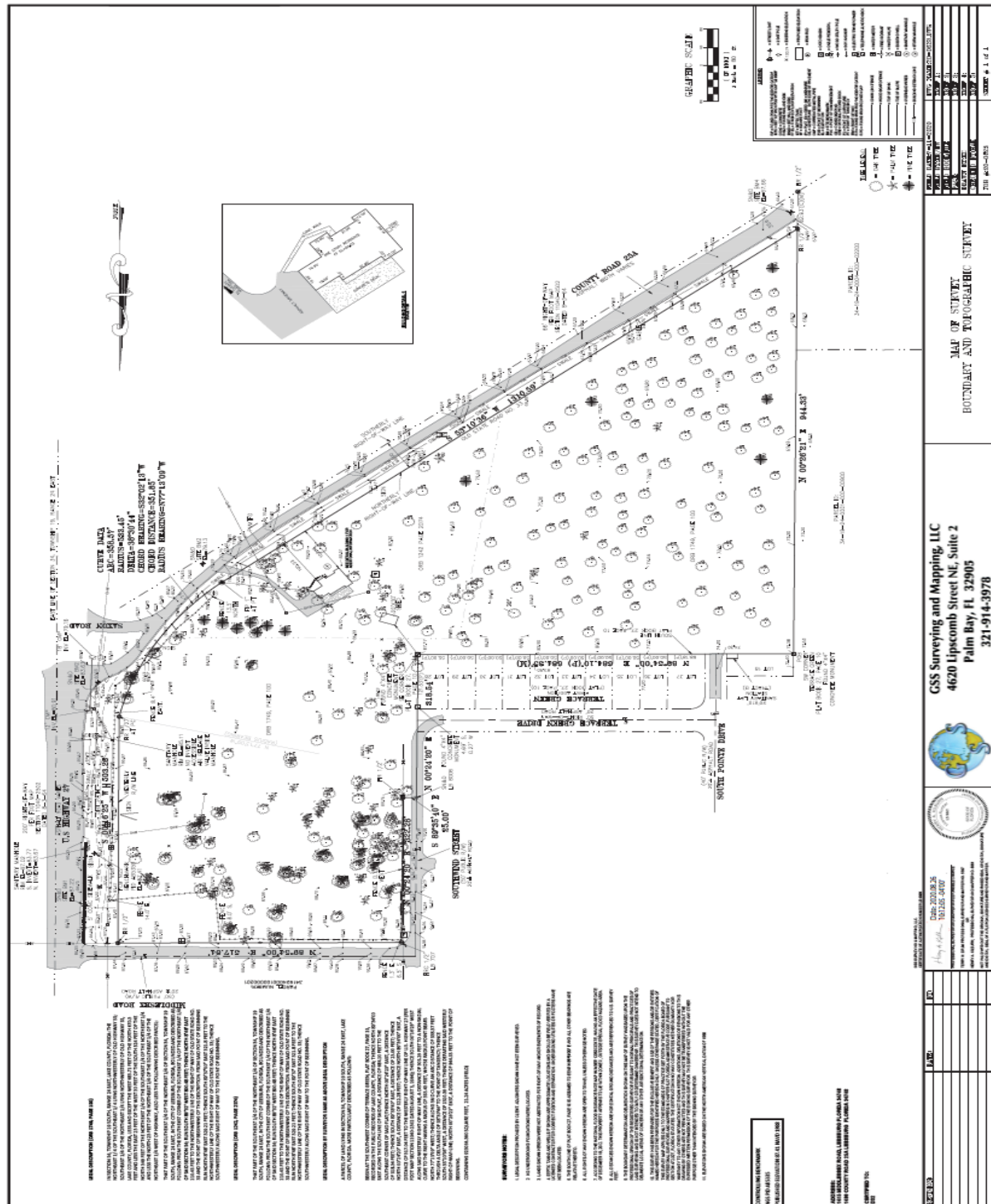
PARCEL 1:

IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA: THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ LYING NORTHWESTERLY OF OLD HIGHWAY 33; SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ LYING NORTHWESTERLY OF OLD HIGHWAY 33, LAKE COUNTY, FLORIDA,

LESS AND EXCEPT THE WEST 683.71 FEET OF THE NORTH 670.5 FEET AND LESS THE EAST 25 FEET OF THE WEST 50 FEET OF THE SOUTH 524 FEET OF THE NORTH 549 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND LESS THE NORTH 25 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ WEST OF HIGHWAY, AND LESS AND EXCEPT: THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 34; RUN SOUTH $89^{\circ}52'$ WEST 800.48 FEET; THENCE NORTH 848° EAST 110.43 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN NORTH $8^{\circ}48'$ EAST 529.21 FEET; THENCE SOUTH $89^{\circ}37'00''$ EAST 521.8 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

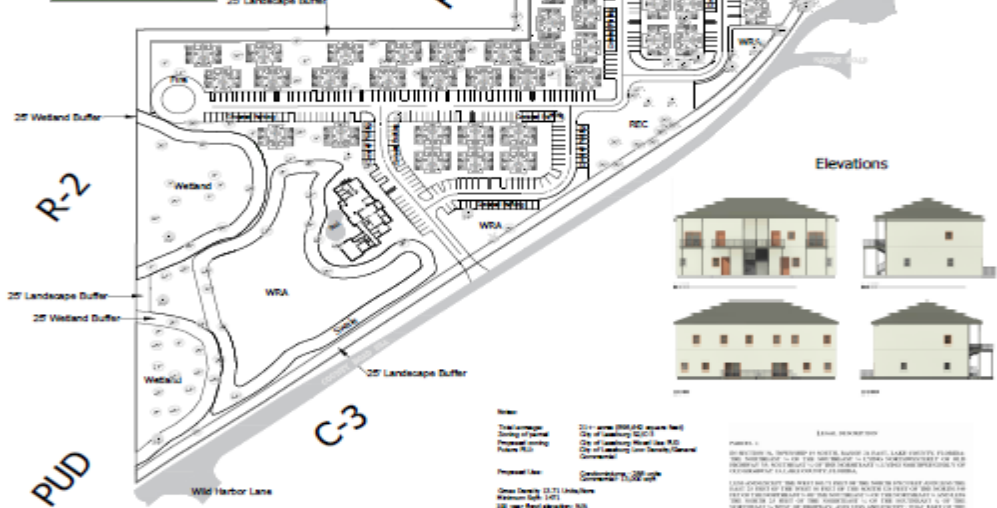
PARCEL 2:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 24 EAST, IN THE CITY OF LEESBURG, FLORIDA, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 34; RUN SOUTH $89^{\circ}52'$ WEST 800.48 FEET; THENCE NORTH 848° EAST 110.43 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING RUN NORTH $8^{\circ}48'$ EAST 529.21 FEET; THENCE SOUTH $89^{\circ}37'00''$ EAST 521.8 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF OLD STATE ROAD NO.33; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.





<u>Project Name: Manuals Condominiums</u>	
<u>Owner:</u>	<u>Agent:</u>
Beryl H Stokes Jr. Trustee	LPG Urban and Regional Planners, Inc.
6601 Sunnyside Dr	c/o Greg Salinas
Leesburg, Florida 32748	1162 Camp Avenue
	Mount Dora, Florida 32757
	(352)-395-1940



September 25th, 2020 SCALE BAR 1:200

D32 Invest, LLC
Concept Plan
Leesburg, FL



Exhibit D

Residential Architectural Rendering as Submitted

(revisions required to meet Ord. 16-35)

Elevations



D1 EAST



D4 NORTH



A1 WEST



A4 SOUTH



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Beryl N. Stokes Jr., Trustee
PROJECT: Manuela Apartments (Mixed Use)
REQUEST: PUD (Planned Unit Development) Rezoning
CASE NO.: PUD 20-219
MEETING DATE: November 19, 2020

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to rezone the subject property from R-2 (Medium Density Residential) and C-3 (Highway Commercial) to PUD (Planned Unit Development), as conditioned, is compatible with adjacent and surrounding properties zoned C-3 (Highway Commercial), R-1 (Low Density Residential) and PUD (Planned Unit Development).
2. The proposed request, as conditioned, is compatible with the surrounding future land use designations of General Commercial, High Density Residential, Low Density Residential and Estate Residential.
3. The proposed request, located near and along major corridors, will provide a new workforce housing development that includes immediate access to mass transit and nearby major employers. It will assist in economic growth opportunities for citizens to participate in the future residential and commercial growth of the city.
4. The proposed request 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 recommendation to rezone the subject property from R-2 (Medium Density Residential) and C-3 (Highway Commercial) to PUD (Planned Unit Development), as conditioned, and forward to the City Commission for consideration.

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

DATE: November 13, 2020
OWNER: Beryl N. Stokes, Jr., Trustee
PETITIONER: D32 Invest, LLC, Werner Macedo
PROJECT: Manuela Apartments
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-219

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 11/13/20

FIRE

No comments from Fire Department. Amanda Stevenson 11/6/20

ELECTRIC

Electric has no objections. We will serve them. Steve Davis 11/4/20

GAS

No comments received as of 11/13/20

GIS

No comments received as of 11/13/20

BUILDING

No comments received as of 11/13/20

PUBLIC WORKS

Public Works has no issues with this. We currently have the water and wastewater capacity for this, but both are being reduced at a high rate! Clifford Kelsey 11/9/20

ADDRESSING

No comments received as of 11/13/20

ECONOMIC DEVELOPMENT

No comments received as of 11/13/20

LAKE COUNTY PUBLIC WORKS

No comments received as of 11/13/20

LAKE COUNTY SCHOOLS

The residential component of this project is subject to school concurrency review prior to final site plan approval. Let me know if you have any questions. Thank you, Helen LaValley 11/18/20

PUBLIC RESPONSES

Approval

1 approval

Disapproval

4 disapproval 3 with comments

No comment

no comment

Notice of Appearance filed:

PUBLIC COMMENTS (APPROVAL WITH REQUESTS)

PUBLIC COMMENTS (DISAPPROVAL)

Jerome G & Mary Ann Williams –

1. The infrastructure has NEVER supported the residents and commercial business who live and work here ex: brown outs, cell phone service, traffic flow, car accidents and deaths, unnecessary foot and car (who speed inside subdivision robberies, breakins, loss of safety, retired population.
2. What happens to animal population in area. How will residents not be invaded?
3. With property being excavated; what happens when mud holes, sink holes etc. happen
4. Lighting issues
5. Noise level
6. Privacy
7. Land can't support # of inhabitants and increased stress on property
8. Restricts quality of Life for All residents
9. Flow of traffic on Highway27 already at maximum use
10. Loss of residents to leave and enter subdivision
11. I have No more room continue

Margaret & George Bolton – We are a single-family residential development with a density of 6 units per acre. We have been told the proposed development is a multi-family with 13 units per acre. We would like the maximum buffer requirements between our development and the proposed multi-family development. We would like a concrete block wall and larger trees in the landscape buffer. The property is currently wooded. The property that is directly south of our property has a future land use designation of R-2 which only allows 8 units per acre. This portion of the property should not be allowed to exceed the allowed density. We have our concerns for privacy. Thank you –

Larry G. Ragar – Added Traffic, Privacy, Security

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

DATE: October 7, 2020
OWNER: Beryl N. Stokes, Jr., Trustee
PETITIONER: D32 Invert, LLC, Werner Macedo
PROJECT: Manuela Apartments
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-20-219

GENERAL LOCATION: The property is generally located west of U. S. Highway 27 and north of County Road 25A.

FUTURE LAND USE DESIGNATION:
General Commercial; Low Density Residential

SURROUNDING FUTURE LAND USE DESIGNATION:

North – General Commercial
South – General Commercial
East – General Commercial
West – Low Density Residential

PROPOSED FUTURE LAND USE DESIGNATION:
N/A

EXISTING ZONING DESIGNATION:
C-3 (Highway Commercial); R-2 (Medium Density Residential)

SURROUNDING ZONING DESIGNATIONS:

North – C-3 (Highway Commercial)
South – C-3 (Highway Commercial)
East – C-3 (Highway Commercial)
West – R-2 (Medium Density Residential)

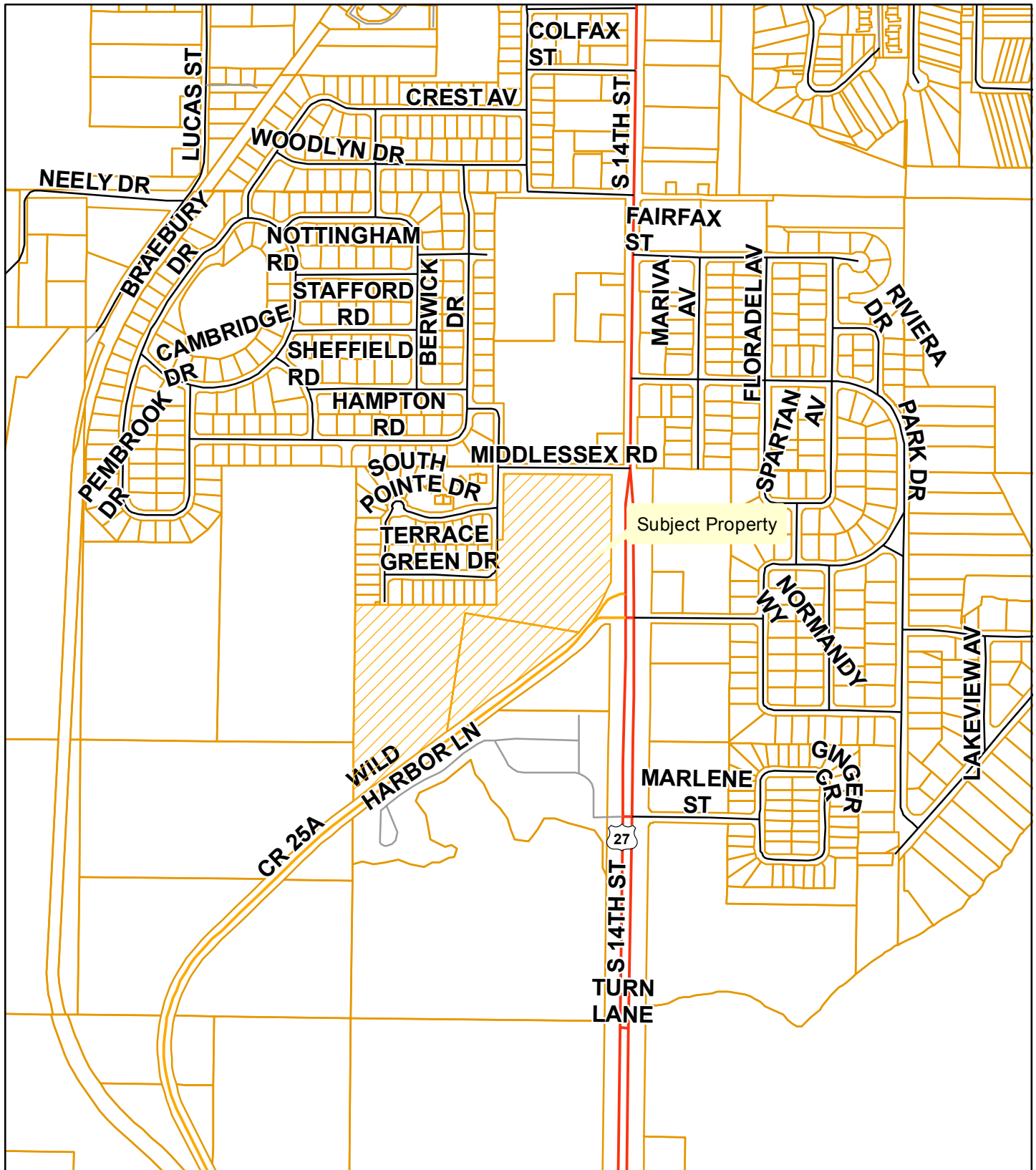
PROPOSED ZONING DESIGNATION:
PUD (Planned Unit Development)

EXISTING LAND USE:
Store and residential

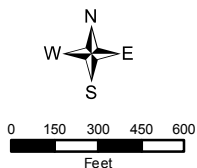
SURROUNDING LAND USE:
North – Commercial (developed)
South – Commercial (vacant)
East – Institutional; Commercial
West – Residential (vacant); Non-agriculture acreage

PROPOSED LAND USE: Mixed Use Planned Unit Development – commercial and residential

Locator

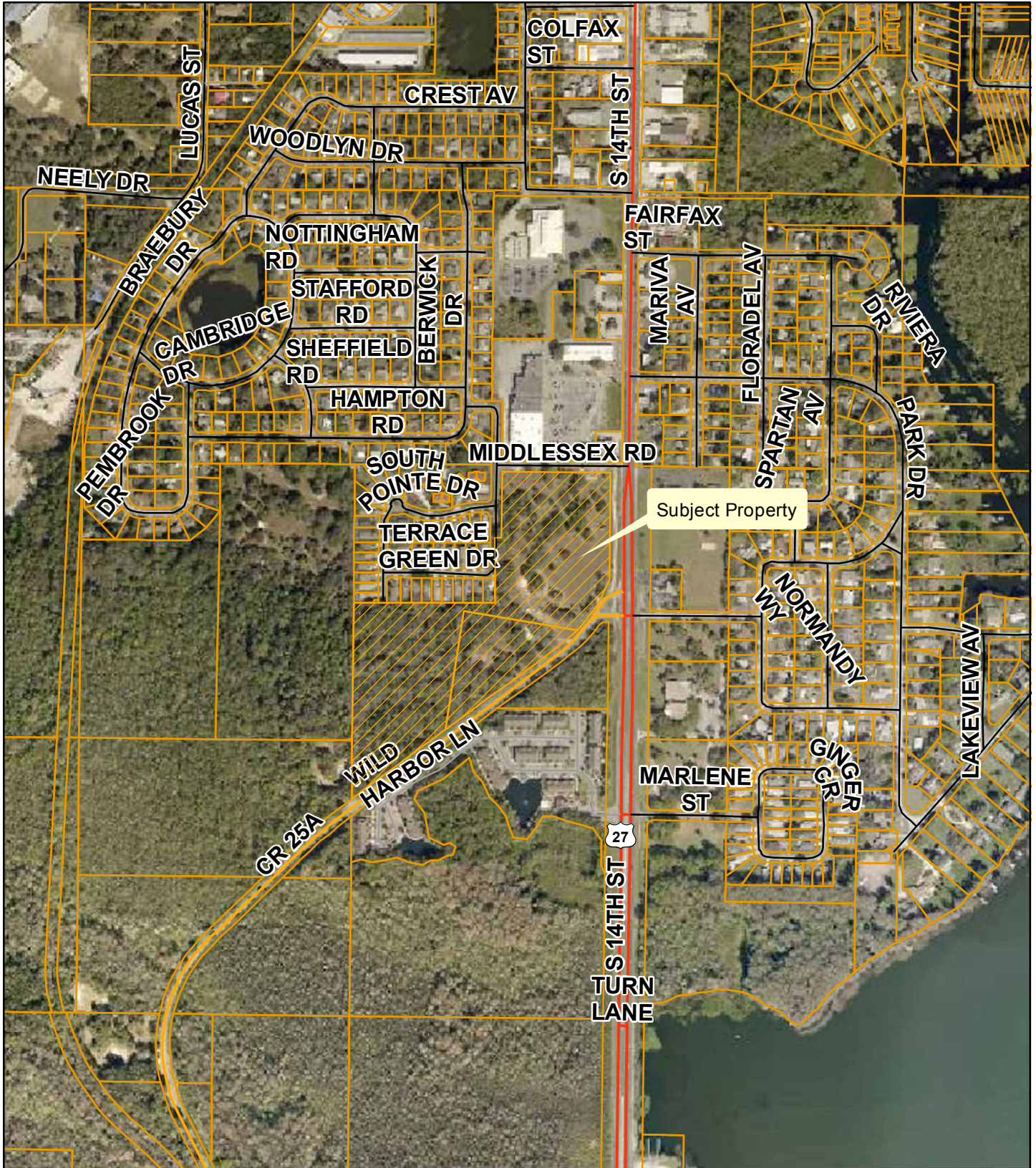


**Planning
& Zoning
Division**

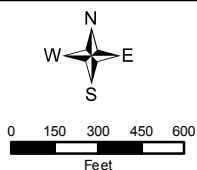


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Aerial

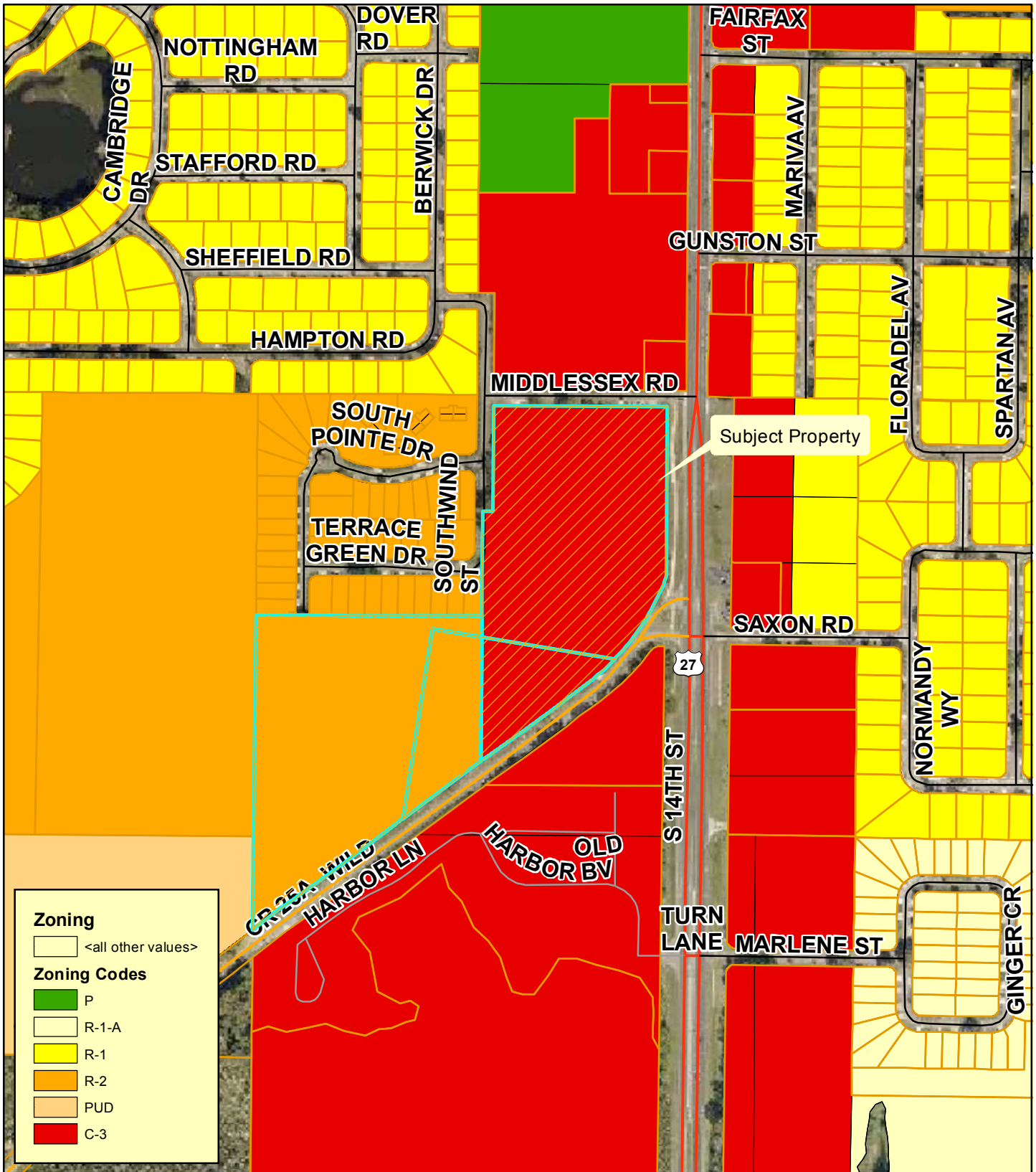


**Planning
& Zoning
Division**

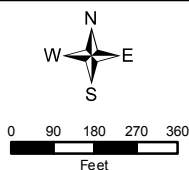


PUD-20-219 Manuela Apartments
1415 Middlessex Road
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October 7, 2020

Zoning

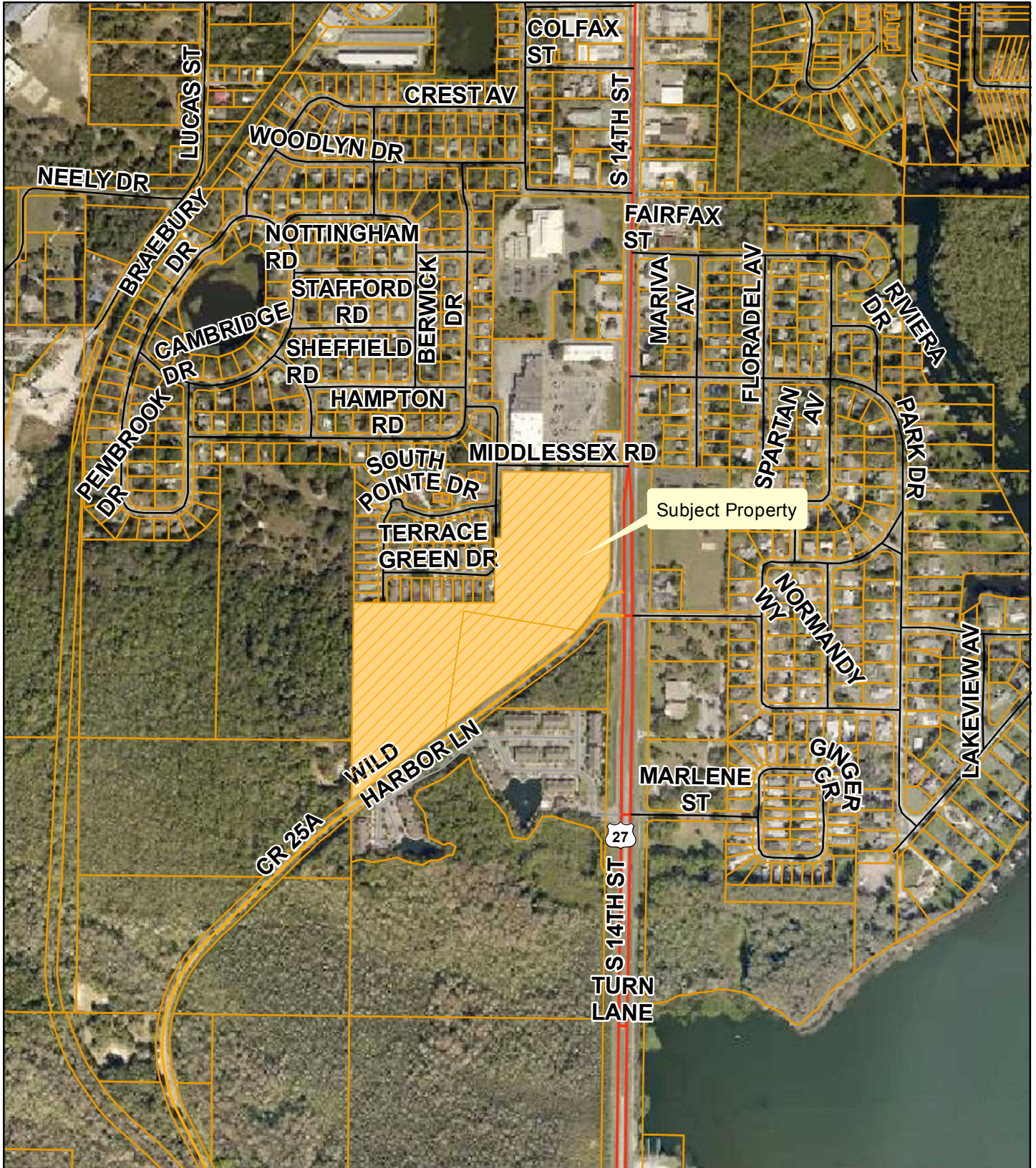


**Planning
& Zoning
Division**

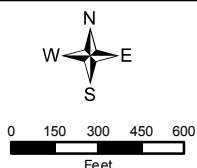


PUD-20-219 Manuela Apartments
1415 Middlesex Road
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Section 34, Township 19 South, Range 24 East
October 7, 2020

PROPOSED Zoning

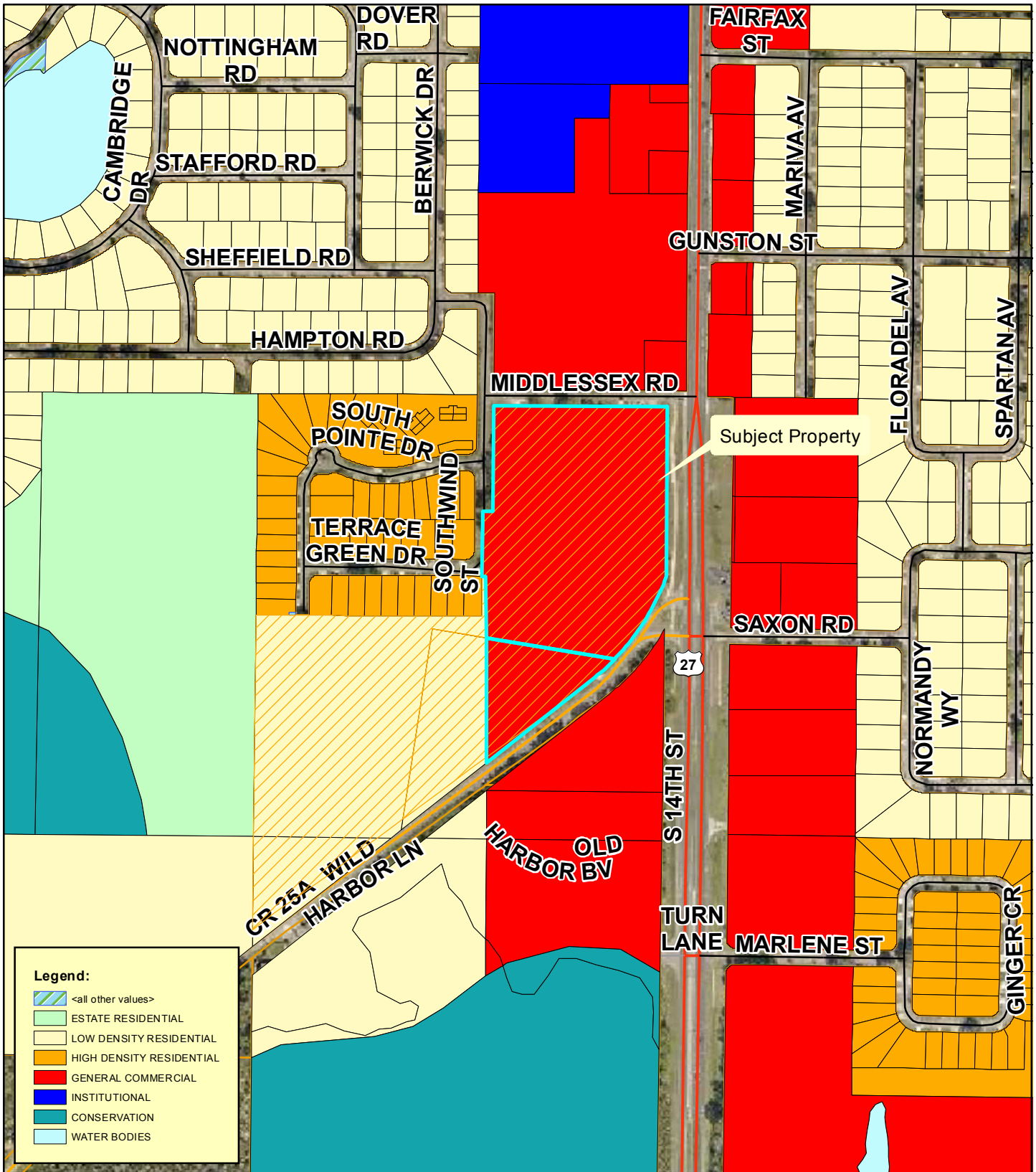


**Planning
& Zoning
Division**

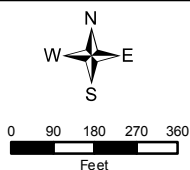


PUD-20-219 Manuela Apartments
1415 Middlessex Road
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Section 34, Township 19 South, Range 24 East
October 7, 2020

Future Land Use

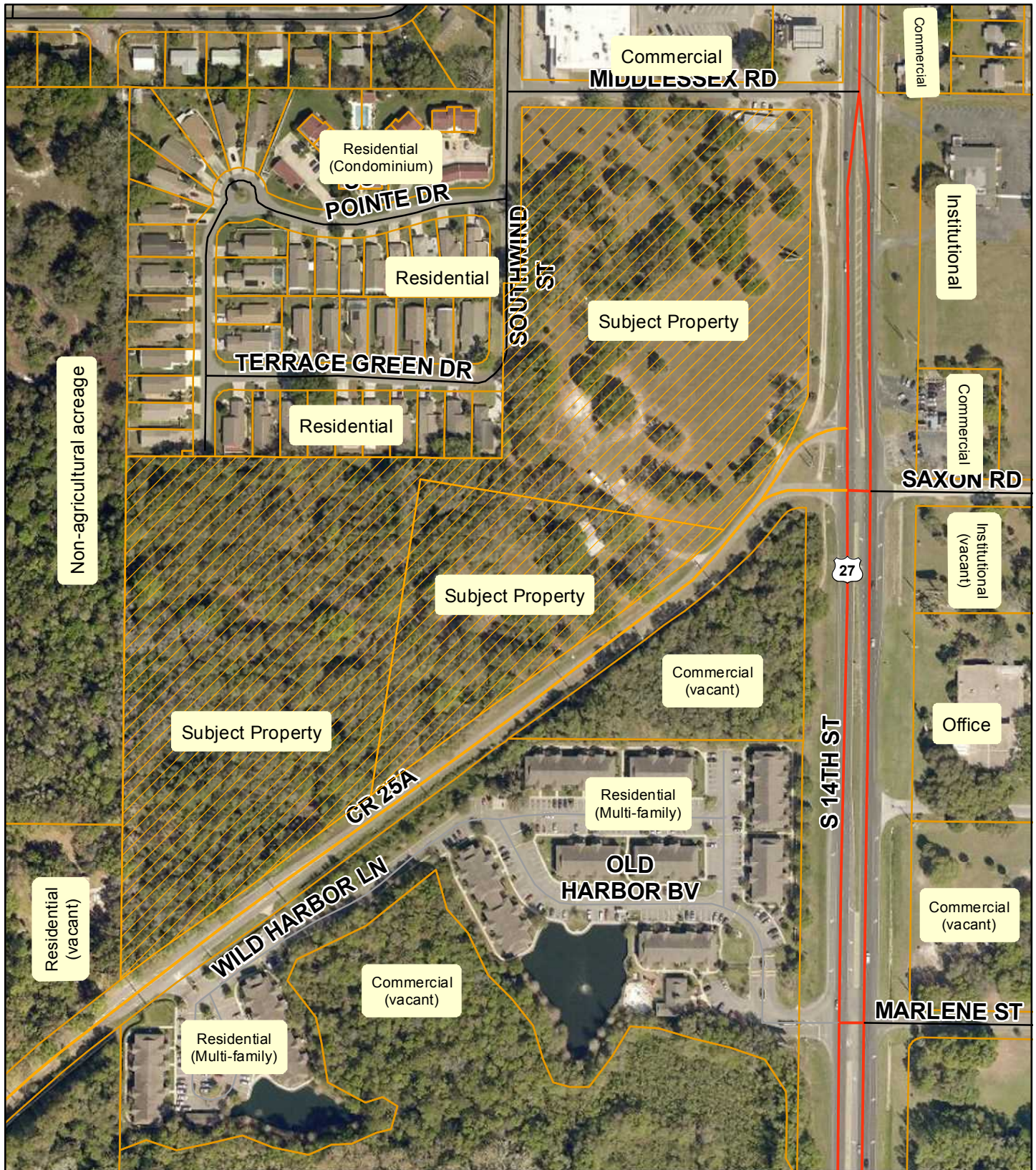


**Planning
& Zoning
Division**

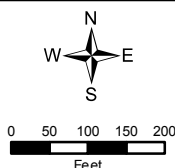


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Surrounding Land Uses

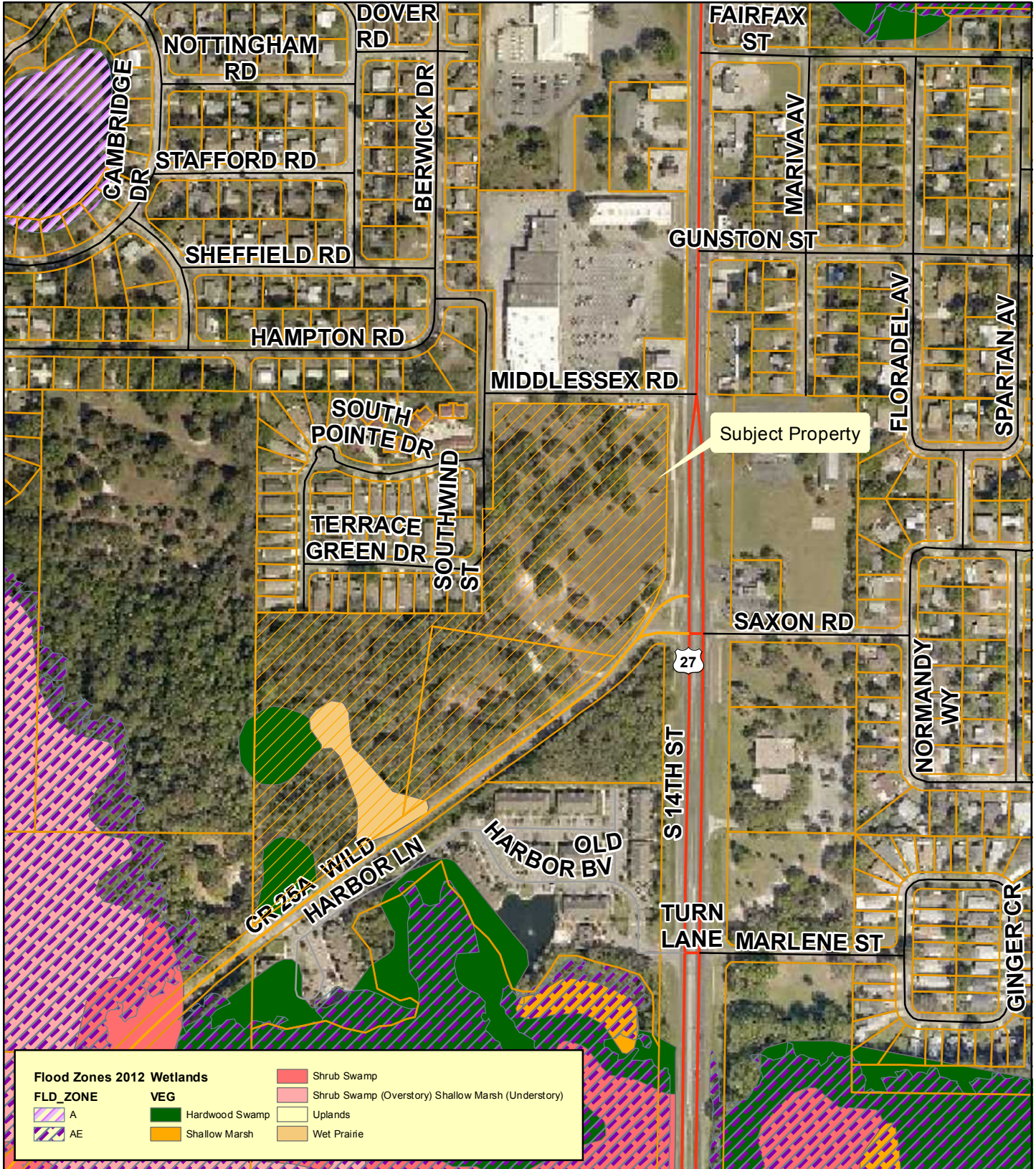


**Planning
& Zoning
Division**

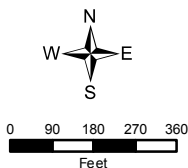


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Wetlands and Flood Zones

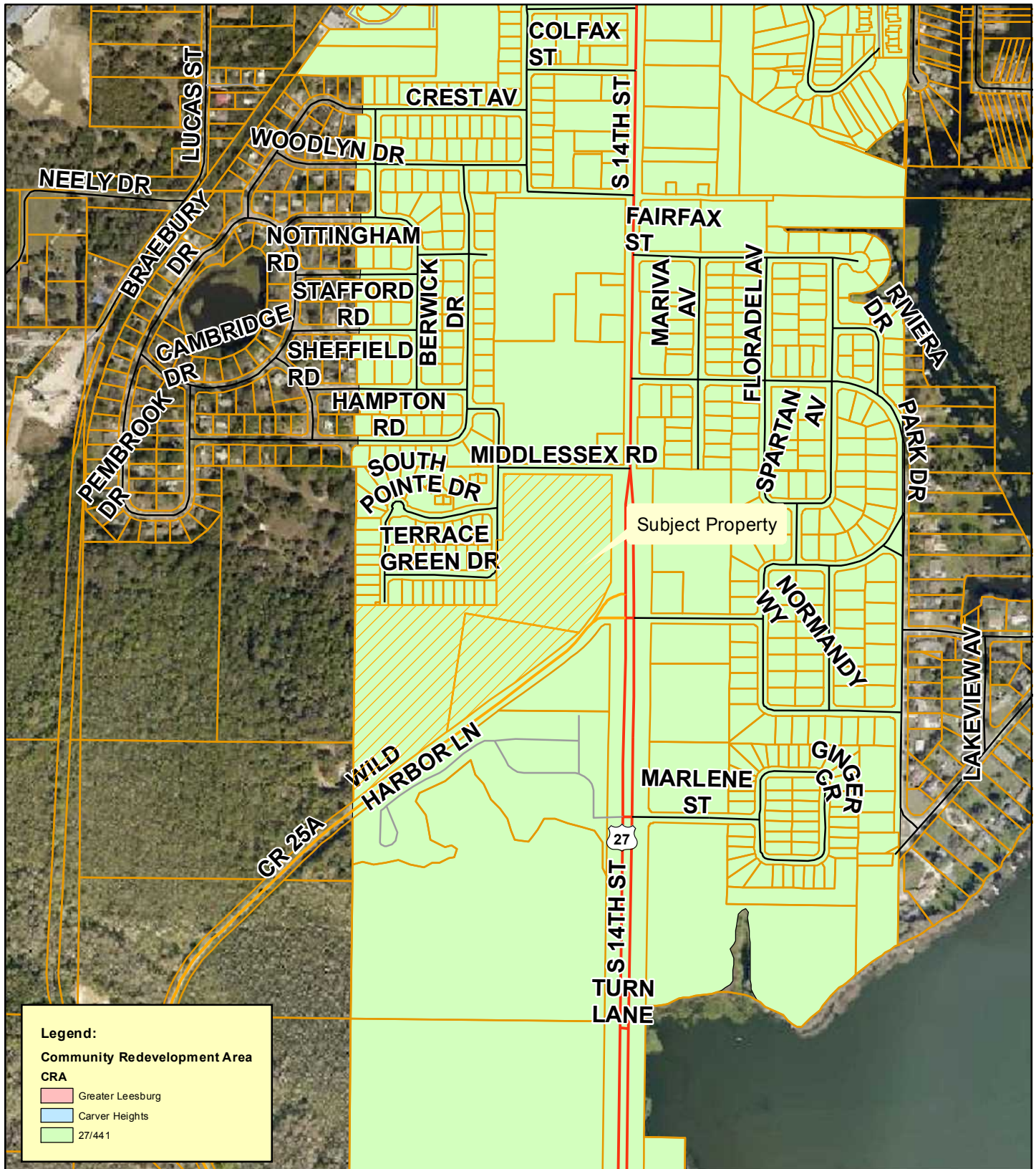


**Planning
& Zoning
Division**

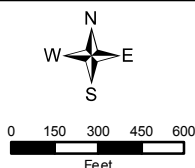


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Community Redevelopment Area

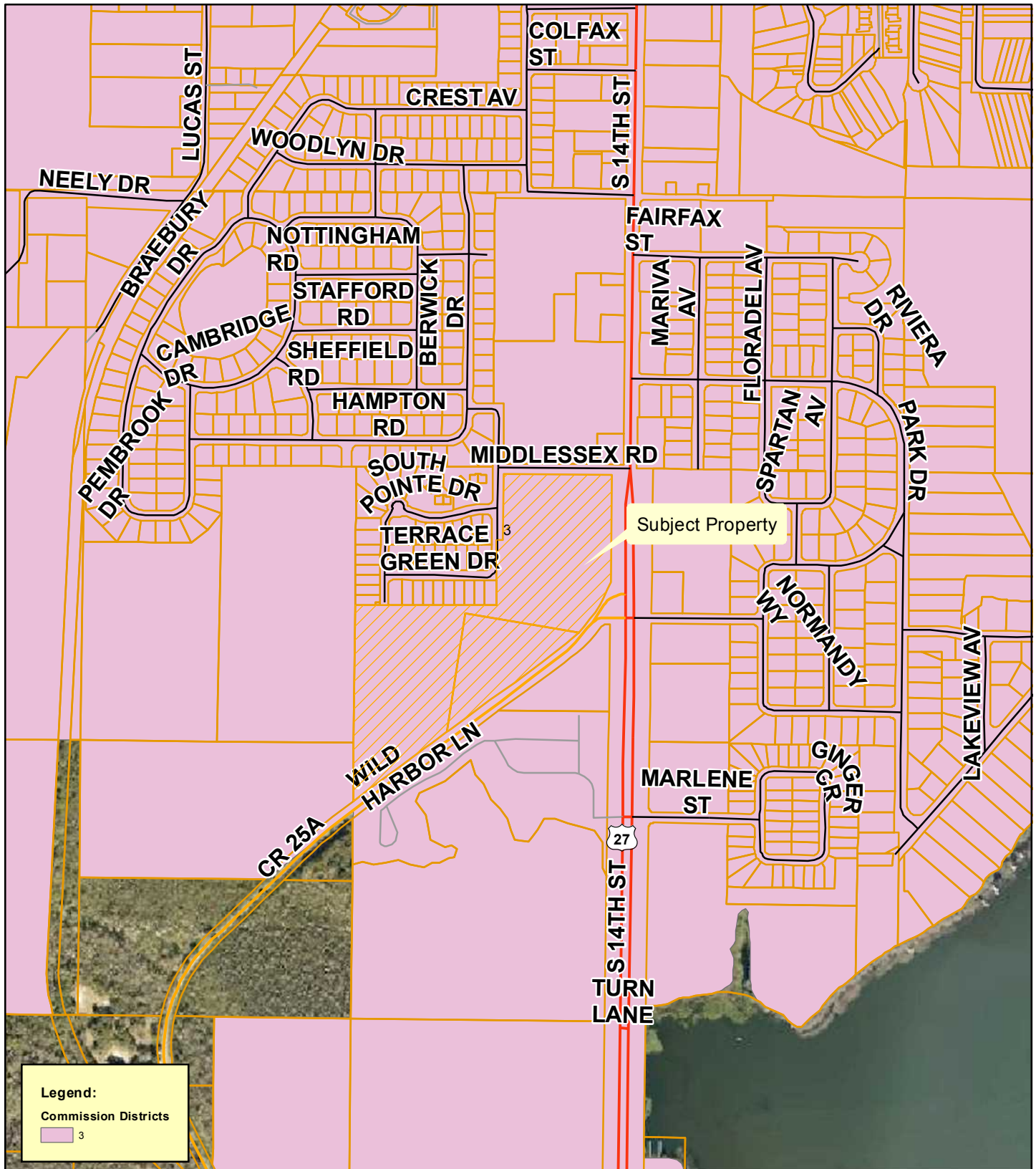


**Planning
& Zoning
Division**

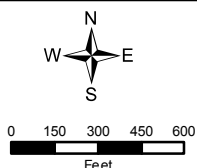


PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020

Commission District



**Planning
& Zoning
Division**



PUD-20-219 Manuela Apartments
1415 Middlessex Road
AK#: 1774764; 1774772
Section 34, Township 19 South, Range 24 East
October 7, 2020



Looking east towards Highway 27 from sign posting at Middlessex Road and Southside Plaza.



Looking north into Southside Plaza from sign posting.



Posting of sign on site along Highway 27. Looking west into subject property.



Looking west into subject property. (Posting along Highway 27)

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking north along Highway 27 from sign posting.



Looking south along Highway 27 from sign posting.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking east across Highway 27 from sign posting.



Posting of sign on site along Middlessex Road.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south into subject property from Middlessex Road.



Posting of sign located at CR 25A.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Close up of sign posting along CR 25A.



Looking south along CR 25A.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south across CR 25A from sign posting.



Looking north-easterly along CR 25A from sign posting.



Looking south-easterly along CR 25A from sign posting.



Looking west along Middlessex Road, towards Southside Plaza from sign posting.

Signs Posted 11/6/2020
PUD-20-219
Manuela Apartments



Looking south-easterly towards Lakeside Pointe Apartments along CR 25A.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
VENETIAN CENTER
THURSDAY, NOVEMBER 19TH, 2020 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, November 19th, 2020, at Venetian Center.

Chairman Ted Bowersox called the meeting to order at 4:33 p.m.

The following Commission members were present:

Ted Bowersox – Chairman
Frazier Marshall
John O’Kelley
Michael Fitzpatrick
Alfred Haliday
Chris Wood
Nathaniel Sanders
Tim Sennett

The following Commission members were absent:

Ze’Shieca Carter

City staff in attendance included Dan Miller, Planning & Zoning Manager, Sabrina Mitchell, Administrative Assistant II, Dianne Pacewicz, Planner, Careylee Murray, Planner, Kandi Harper, Senior Planner, and City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, OCTOBER 22ND, 2020

Commissioner Marshall moved to APPROVE the draft minutes from the OCTOBER 22ND, 2020 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 7-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Bowersox called for the first case under new business be brought forward.

1. PUBLIC HEARING CASE # PUD-20-219 – MANUELA APARTMENTS – PLANNED UNIT DEVELOPMENT ZONING

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 20.63 +/- ACRES FROM C-3 (HIGHWAY COMMERCIAL) AND R-2 (MEDIUM DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR MIXED USE DEVELOPMENT FOR A PROPERTY GENERALLY LOCATED WEST OF U. S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 25A AS LEGALLY DESCRIBED IN SECTION 34, 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, JANUARY 11TH, 2021 AND SECOND READING ON MONDAY, JANUARY 25, 2021)** (Manuela Apartments)

Dan Miller introduced case number #PUD-20-219 – Manuela Apartments – Planned Unit Development Zoning into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location current zoning, requests, went over the (PUD) Planned Unit Development conditions and standards.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site for the case, and then Mr. Miller went over the zoning map for the record.

Mr. Miller read the Staff Recommendations for the case into the record; Staff recommended approval.

Greg Belliveau gave a detailed presentation of the subject property with exhibits for the record; project marker; not standard apartments; condominiums project, client; meeting next month with Superintendent of Schools and school board neighbors, market; teachers

only (living), shortage housing and teachers, identified for only teachers to purchase, Dec. meeting with school board; design complex, environmental assessment; done, worked with MPO & City of Leesburg, traffic study; completed, no improvements; level of service, road improvements 25A, driveway, tree survey; done, didn't wait for site plan, wetlands (on-site) western part, 25' buffer, existing trees; preserved, 25' buffer; entire property, fence west side, meeting with property owners, allowed uses; animal clinic, indoor recreation, office/medical uses, personal services, restaurant, retail sales, car wash, gas (convenient) etc. allowed 15,000 sq. ft., condominiums project; specific market, and continue to work with neighbors through this process.

Commissioner Sanders asked about the price range. Greg Belliveau replied come in around 175k-230k; depends on (city waivers), impact fees and gave a detailed explanation of government waiving fees. Commissioner Fitzpatrick expressed concern regarding parking spaces per unit. Greg Belliveau replied if we can alleviate some of the parking requirements; less parking, but meet code; reduce parking; by 25%, and reduce water retention.

Chairman Bowersox expressed concern regarding access points, traffic light, Planning stage; (Hwy 27), homes on north end; two story structures, increased traffic, wall, and fence. Greg Belliveau replied reviewed access points, improving multiple intersections, if required by FDOT; traffic light on Hwy 27, Lone Oak bypass; constrained on the south and east side, improvements; everything two story, no balconies; back of buildings, and 6' wall along western boundary; fence against a fence.

Chairman O'Kelley stated will the only access be on 25A, site plan shows entrance on Middlesex; and will Southwind have any traffic going into subdivision. Greg Belliveau replied yes sir; we want to leave them along.

Citizens' comments and concerns were based on: recommendation by Mr. Miller, explanation from Greg Belliveau, property value, continue to have trend; patio homes, stable neighborhood, one way in/out; property directly south; density; 8 units per acre; property maintained, 11 homes; most directly impacted by this development, fence 8' instead of 6' fence; matched, landscaping; code requirements (City of Leesburg); pictures provided, keeping trees in back, replacing tree; larger trees, green lights; build schedule, teachers; 175k-230k price range; Leesburg, intentions on teachers coming in; able to afford property, wetlands, sink holes; investigations, light, look; like shopping center, and access on Middlesex.

Greg Belliveau gave a presentation to address comments from citizens regarding development; tree survey; addressed, school board agreement, site plan; approval process, St. John Water Management District; approval, process of environmental assessment; identified wetlands, lines done, final engineering; site plan, conservation easements (all wetlands); preservation mode, whole southwest portion property; undeveloped, lighting issue; dark sky (City of Leesburg), parking lots, lighting; goes down, street lights; focused on property (per Code), Middlesex driveway access; lines up, City of Leesburg permits; approval, school impact fees/building impact fees (waived), cut price of houses, save on

price; homes, price reduction; 150k range, doesn't cut; quality, save money; and product stays the same.

Chairman Bowersox stated if the Commissioners have any questions.

Commissioner Sennett stated is the 8' fence is that doable. Greg Belliveau replied we will consider the 8' fence.

Chairman Bowersox close the discussion to the public, and entertain a motion.

Commissioner Haliday made motion to approve PUD-20-219 allowing a gas station on the corner.

Mr. Miller clarified for the record the request is to add a convenience with gas and 8' fence to the permitted use.

Commissioner Haliday made a MOTION for APPROVAL of case # PUD-20-219 – MANUELA APARTMENTS – PLANNED UNIT DEVELOPMENT ZONING
Commissioner Wood SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 8- 0.

Chairman Bowersox announced the case# PUD-20-229 under new business has been postponed.

ANNOUNCEMENTS

Commissioner Wood made a motion to adjourn meeting.

ADJOURNMENT

Approximately 6:00 p.m.

Ted W. Bowersox, Chairman

Sabrina Mitchell, Administrative Assistant II

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
January 11, 2020

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

013 Fund

Arnold, Dorian	Working with Housing Dept	Housing Rent	\$	2,400.00
Tucker, Shetonia	Working with Housing Dept	Housing Rent	\$	1,375.00
			\$	3,775.00

041 Fund

Angulo, Carlos Alberto		Damage to City Property	\$	5,714.13
Elliott, Lauren E		Damage to City Property	\$	2,096.98
Ethier, Shirley		Damage to City Property	\$	12,255.78
Foster, Steven Michael		Damage to City Property	\$	6,811.07
Holston, Judith		Damage to City Property	\$	1,044.05
Humphreys, Brian Conrad		Damage to City Property	\$	600.67
Kling, Ryan	With City Attorney for Collections	Damage to City Property	\$	3,971.63
Kmieciak, Christopher		Damage to City Property	\$	2,500.00
Serrano, Josue		Damage to City Property	\$	4,956.04
Stiglianese, Margaret		Damage to City Property	\$	481.26
White, Christina		Damage to City Property	\$	4,502.90
			\$	44,934.51

013 FUND TOTAL	\$	3,775.00
041 FUND TOTAL	\$	44,934.51
	\$	48,709.51

Total **\$** **48,709.51**

Expected write offs as of Nov 30, 2020

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2019 and 2020.

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2019-2020	\$ 284,281	666,005	381,724
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2020 - Month by Month
10/01/19- 09/30/20

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 19,944	1	77
November	31,154	4	86
December	36,983	0	96
January	37,762	6	101
February	26,751	3	80
March	19,023	5	68
April	32,336	4	81
May	21,442	5	53
June	17,783	3	64
July	17,863	3	51
August	7,320	0	29
September	15,920	2	35
Accounts to be written off*	\$ 284,281	36	821
Prior Yr to Date	\$ 342,912	47	887
difference - () negative	\$ 58,631	11	66

Projected
Fiscal year 2020 - Month by Month
10/01/20- 09/30/21

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 19,918	3	53	142.21	257.17
November	41,356	6	79	128.78	326.26
December				0.00	385.24
January				259.66	358.46
February				326.45	322.14
March				267.03	256.20
April				316.00	383.60
May				268.40	379.22
June				432.26	257.60
July				1,371.46	269.58
August				0.00	252.40
September					
Accounts to be written off*	\$ 61,274	9	132		
Prior Yr to Date	\$ 51,098	5	163		
difference - () negative	\$ 10,176	4	(31)		

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on November 30, 2020

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 4,731,496	\$ 3,215,828	\$ 2,048,707	\$ 5,264,535	111%	(\$ 533,039)
Special Revenue Funds						
013 Housing Assistance	22,758	12,520	0	12,520	55%	10,238
021 Debt Service Fund	269,360	0	1,613,347	1,613,347	599%	(1,343,987)
031 Capital Projects Fund	99,998	25,140	600,000	625,140	625%	(525,142)
132 Local Option Sales Tax	270,754	246,896	0	246,896	91%	23,858
121 Police Forfeiture Fund	1,166	237	0	237	20%	929
122 Police Education Fund	1,000	280	0	280	28%	720
133 Gas Tax	160,776	58,313	0	58,313	36%	102,463
141 Police Impact Fees	15,416	29,105	0	29,105	189%	(13,689)
142 Fire Impact Fees	0	4,011	0	4,011	0%	(4,011)
143 Recreation Impact Fees	0	20,166	0	20,166	0%	(20,166)
151 Building Fund	171,290	128,253	5,380	133,633	78%	37,657
Community Redevelopment Agencies						
016 Greater Leesburg CRA Fund	109,648	10	0	10	0%	109,638
017 Carver Heights CRA Fund	70,224	740	0	740	1%	69,484
018 Highway 27/441 CRA Fund	203,126	5,480	0	5,480	3%	197,646
Total General Governmental Funds	6,127,012	3,746,979	4,267,435	8,014,413	131%	(1,887,401)
Enterprise Funds						
014 Stormwater Utility Fund	292,458	270,151	0	270,151	92%	22,307
041 Electric Utility Fund	11,355,547	9,323,175	363,840	9,687,015	85%	1,668,532
042 Gas Utility Fund	1,028,322	870,816	26,221	897,037	87%	131,285
043 Water Utility Fund	1,878,002	1,530,247	22,945	1,553,192	83%	324,810
044 Wastewater Utility Fund	2,812,368	2,173,345	0	2,173,345	77%	639,023
046 Sanitation Services Fund	790,926	741,103	0	741,103	94%	49,823
048 Airport Fund	525,284	603,332	0	603,332	115%	(78,048)
Internal Service Funds						
064 Health Insurance Fund	1,211,422	1,255,820	0	1,255,820	104%	(44,398)
065 Workers' Compensation Insurance Fund	109,834	135,753	0	135,753	124%	(25,919)
066 Risk Management Fund	149,466	835,596	0	835,596	559%	(686,130)
510 Fleet Maintenance Fund	664,208	429,696	556,633	986,329	149%	(322,121)
Pension Trust Funds						
061 Municipal Police Retirement Trust Fund	318,128	1,867,945	0	1,867,945	587%	(1,549,817)
062 Municipal Firemen's Retirement Trust Fund	272,508	1,760,827	0	1,760,827	646%	(1,488,319)
063 General Employees' Retirement Fund	555,898	2,681,021	0	2,681,021	482%	(2,125,123)
Total All Funds	\$ 28,091,383	\$ 28,225,806	\$ 5,237,075	\$ 33,462,881	119%	(\$ 5,371,498)

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

NOTE - Amounts may not sum due to rounding.

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On Oct. 1, 2020 and Ending on November 30, 2020

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
General Fund	\$ 4,731,496	\$ 6,456,706	136%	(\$ 1,725,210)	(\$ 1,192,171)
<u>Special Revenue Funds</u>					
Housing Assistance	22,758	20,201	89%	2,557	(7,680)
Debt Service Fund	269,360	1,282,920	476%	(1,013,560)	330,427
Capital Projects Fund	99,998	937,551	938%	(837,553)	(312,410)
Local Option Sales Tax	270,754	706,500	261%	(435,746)	(459,604)
Police Forfeiture Fund	1,166	0	0%	1,166	237
Police Education Fund	1,000	6,027	603%	(5,027)	(5,746)
Gas Tax	160,776	111,026	69%	49,750	(52,714)
Police Impact Fees	15,416	14,965	97%	451	14,140
Fire Impact Fees	0	60	0%	(60)	3,951
Recreation Impact Fees	0	980	0%	(980)	19,186
Building Fund	171,290	154,133	90%	17,157	(20,500)
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	109,648	296,925	271%	(187,277)	(296,915)
Carver Heights CRA Fund	70,224	16,074	23%	54,150	(15,335)
Highway 27/441 CRA Fund	203,126	157,933	78%	45,193	(152,453)
<u>Total General Governmental Funds</u>	6,127,012	10,162,001	166%	(4,034,989)	(2,147,588)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	292,458	180,585	62%	111,873	89,566
Electric Utility Fund	11,355,547	9,319,849	82%	2,035,698	367,166
Gas Utility Fund	1,028,322	914,160	89%	114,162	(17,122)
Water Utility Fund	1,878,002	1,319,353	70%	558,649	233,840
Wastewater Utility Fund	2,812,368	1,784,510	63%	1,027,858	388,835
Sanitation Services Fund	790,926	1,145,124	145%	(354,198)	(404,021)
Airport Fund	525,284	468,503	89%	56,781	134,829
<u>Internal Service Funds</u>					
Health Insurance Fund	1,211,422	1,542,118	127%	(330,696)	(286,298)
Workers' Compensation Insurance Fund	109,834	163,290	149%	(53,456)	(27,537)
Risk Management Fund	149,466	835,129	559%	(685,663)	467
Fleet Maintenance Fund	664,208	914,603	138%	(250,395)	71,727
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	318,128	183,084	58%	135,044	1,684,862
Municipal Firemen's Retirement Trust Fund	272,508	245,963	90%	26,545	1,514,864
General Employees' Retirement Fund	555,898	518,804	93%	37,094	2,162,216
Total All Funds	\$ 28,091,383	\$ 29,697,075	106%	(\$ 1,605,692)	\$ 3,765,806

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on November 30, 2019

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 General Fund	\$ 5,090,458	\$ 2,074,134	\$ 1,570,541	\$ 3,644,675	72%	\$1,445,783
<u>Special Revenue Funds</u>						
013 Housing Assistance	19,706	16,479	0	16,479	84%	3,227
021 Debt Service Fund	255,866	0	1,535,199	1,535,199	600%	(1,279,333)
031 Capital Projects Fund	790,874	41,392	4,745,264	4,786,656	605%	(3,995,782)
132 Local Option Sales Tax	376,562	217,878	0	217,878	58%	158,684
121 Police Forfeiture Fund	1,166	323	0	323	28%	843
122 Police Education Fund	1,000	511	0	511	51%	489
133 Gas Tax	137,852	58,403	0	58,403	42%	79,449
141 Police Impact Fees	-	22,100	0	22,100	0%	(22,100)
142 Fire Impact Fees	-	4,972	0	4,972	0%	(4,972)
143 Recreation Impact Fees	4,166	14,856	0	14,856	357%	(10,690)
151 Building Fund	213,716	175,401	3,660	179,061	84%	34,655
<u>Community Redevelopment Agencies</u>						
016 Greater Leesburg CRA Fund	73,378	315	0	315	0%	73,063
017 Carver Heights CRA Fund	54,190	2,063	0	2,063	4%	52,127
018 Highway 27/441 CRA Fund	133,458	5,715	0	5,715	4%	127,743
Total General Governmental Funds	7,152,392	2,634,542	7,854,664	10,489,206	147%	(3,336,814)
<u>Enterprise Funds</u>						
014 Stormwater Utility Fund	289,644	274,130	0	274,130	95%	15,514
041 Electric Utility Fund	10,609,745	9,263,867	40,956	9,304,824	88%	1,304,921
042 Gas Utility Fund	906,171	947,753	27,412	975,165	108%	(68,994)
043 Water Utility Fund	1,647,992	1,675,279	22,295	1,697,575	103%	(49,583)
044 Wastewater Utility Fund	2,966,164	2,157,178	0	2,157,178	73%	808,986
046 Sanitation Services Fund	731,038	749,614	0	749,614	103%	(18,576)
048 Airport Fund	829,785	209,108	0	209,108	25%	620,677
<u>Internal Service Funds</u>						
064 Health Insurance Fund	1,117,190	1,115,836	0	1,115,836	100%	1,354
065 Workers' Compensation Insurance Fund	127,468	137,001	0	137,001	107%	(9,533)
066 Risk Management Fund	121,282	775,733	0	775,733	640%	(654,451)
510 Fleet Maintenance Fund	689,810	510,173	0	510,173	74%	179,638
<u>Pension Trust Funds</u>						
061 Municipal Police Retirement Trust Fund	292,950	894,258	0	894,258	305%	(601,308)
062 Municipal Firemen's Retirement Trust Fund	282,258	841,985	0	841,985	298%	(559,727)
063 General Employees' Retirement Fund	564,800	1,331,112	0	1,331,112	236%	(766,312)
Total All Funds	\$ 28,328,689	\$ 23,517,571	\$ 7,945,328	\$ 31,462,899	111%	(\$ 3,134,210)

NOTE - Amounts may not sum due to rounding.

* Interfund Charges and Transfers, Developer Contributions, and Debt Proceeds

City of Leesburg, Florida
Report of Receipts and Disbursements by Fund
For the Period Beginning On October 1, 2019 and Ending on November 30, 2019

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<u>General Fund</u>	\$ 5,090,458	\$ 9,071,016	178%	(\$ 3,980,558)	(\$ 5,426,341)
<u>Special Revenue Funds</u>					
Housing Assistance	19,706	21,296	108%	(1,590)	(4,817)
Debt Service Fund	255,866	1,186,302	464%	(930,436)	348,897
Capital Projects Fund	790,874	1,703,833	215%	(912,959)	3,082,823
Local Option Sales Tax	376,562	815,006	216%	(438,444)	(597,128)
Police Forfeiture Fund	1,166	0	0%	1,166	323
Police Education Fund	1,000	5,851	585%	(4,851)	(5,340)
Gas Tax	137,852	400,000	290%	(262,148)	(341,597)
Police Impact Fees	0	1,400	0%	(1,400)	20,700
Fire Impact Fees	0	20	0%	(20)	4,952
Recreation Impact Fees	4,166	25,780	619%	(21,614)	(10,924)
Building Fund	213,716	125,453	59%	88,263	53,608
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA Fund	73,378	94,641	129%	(21,263)	(94,326)
Carver Heights CRA Fund	54,190	25,039	46%	29,151	(22,976)
Highway 27/441 CRA Fund	133,458	150,276	113%	(16,818)	(144,562)
<u>Total General Governmental Funds</u>	7,152,392	13,625,914	191%	(6,473,522)	(3,136,708)
<u>Enterprise Funds</u>					
Stormwater Utility Fund	289,644	190,621	66%	99,023	83,509
Electric Utility Fund	10,609,745	9,029,849	85%	1,579,896	274,975
Gas Utility Fund	906,171	985,675	109%	(79,504)	(10,510)
Water Utility Fund	1,647,992	1,348,712	82%	299,280	348,863
Wastewater Utility Fund	2,966,164	1,634,634	55%	1,331,530	522,545
Sanitation Services Fund	731,038	873,496	119%	(142,458)	(123,882)
Airport Fund	829,785	444,044	54%	385,741	(234,936)
<u>Internal Service Funds</u>					
Health Insurance Fund	1,117,190	1,110,155	99%	7,035	5,681
Workers' Compensation Insurance Fund	127,468	161,023	126%	(33,555)	(24,022)
Risk Management Fund	121,282	775,160	639%	(653,878)	573
Fleet Maintenance Fund	689,810	408,888	59%	280,922	101,284
<u>Pension Trust Funds</u>					
Municipal Police Retirement Trust Fund	292,950	391,488	134%	(98,538)	502,771
Municipal Firemen's Retirement Trust Fund	282,258	221,608	79%	60,650	620,377
General Employees' Retirement Fund	564,800	516,341	91%	48,459	814,771
Total All Funds	\$ 28,328,689	\$ 31,717,607	112%	(\$ 3,388,918)	(\$ 254,708)

**CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
11/30/2020**

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		\$ 66,807,028.52	\$ 10,457,602.62	\$ 2,857,786.75	\$ 1,237,424.64	\$ 450,235.01	\$ 11,409,780.39	\$ 2,936,803.90	\$ 5,669,239.09	\$ 15,433,815.10		\$ 1,892,198.70	\$ 2,502,662.74	\$ 2,619,243.91	\$ 2,608,910.13	\$ 6,731,325.54
RESTRICTED CASH																
	CUSTOMER DEPOSITS	6,082,264.00					4,707,283.97	813,909.97	555,720.06	2,190.00		3,160.00				
	RENEWL & REPLCMNT	22,325,150.84	1,109,675.08	6,963.15			6,974,700.20	769,999.98	2,828,704.53	9,621,801.31		850,000.00				163,306.59
	BONDNOTE SINKING FUND	17,515,014.71		99,732.96			3,759,298.48	21,860.07	190,192.40	13,443,930.80						
	INFRASTRUCTURE DEVELOPMENT															
	SIGN GRANT & HUD SHIP															
	HWY 441/27 CRA - Restricted Surplus	600,000.00		600,000.00					703,570.26	3,986,609.54						
	IMPACT FEES	4,690,179.80				7,637,212.10										
	OTHER RESTRICTED CASH	7,911,357.11						202,300.99								
	DEVELOPER CONTRIBUTIONS	2,329,706.92		71,844.02			2,292,927.52	36,779.40								
	RATE STABILIZATION	2,963,863.00					2,963,863.00									
SUBTOTAL OF RESTRICTED CASH		64,417,536.38	1,109,675.08	778,540.13		7,637,212.10	20,698,073.17	1,844,850.41	4,278,187.25	27,054,531.65		853,160.00				163,306.59
TOTAL POOLED CASH		\$131,224,564.90	\$ 11,567,277.70	\$ 3,636,326.88	\$ 1,237,424.64	\$ 8,087,447.11	\$ 32,107,853.56	\$ 4,781,654.31	\$ 9,947,426.34	\$ 42,488,346.75	\$ -	\$ 2,745,358.70	\$ 2,502,662.74	\$ 2,619,243.91	\$ 2,608,910.13	\$ 6,894,632.13
NON-POOLED RESTRICTED CASH																
	CASH WITH FISCAL AGENT	519,540.32			276,658.05			40,737.36	84,736.75	117,408.16						
	DEPOSITORY TRUST ACCOUNT	165,052.62						165,052.62								
	DEP-WELLS FARGO															
SUBTOTAL NON-POOLED CASH		684,592.94			276,658.05			205,789.98	84,736.75	117,408.16						
TOTAL POOLED CASH AND INVEST		\$131,909,157.84	\$11,567,277.70	\$ 3,636,326.88	\$1,514,082.69	\$8,087,447.11	\$32,107,853.56	\$4,987,444.29	\$10,032,163.09	\$42,605,754.91		\$2,745,358.70	\$2,502,662.74	\$2,619,243.91	\$2,608,910.13	\$6,894,632.13

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		\$ 2,857,786.75	\$ 302,212.25	\$ (112,865.67)	\$ 172,671.53	\$ 1,055,504.01	\$ 80,518.40	\$ (2,495.41)	\$ (63,466.27)	\$ 840,409.06	\$ 489,350.01	\$ 27,642.57	\$ 68,306.27
RESTRICTED CASH													
	HUD SHIP PROGRAM & \$HOUSE PROCEEDS	71,844.02	71,844.02										
	BONDNOTE SINKING FUND	99,732.96		17,020.82		82,712.14							
	SIGN GRANT												
	R&R / OTHER RESTRICTED	6,963.15	6,963.15										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 778,540.13	\$ 78,807.17	\$ 17,020.82	\$ -	\$ 682,712.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 3,636,326.88	\$ 381,019.42	\$ (95,844.85)	\$ 172,671.53	\$ 1,738,216.15	\$ 80,518.40	\$ (2,495.41)	\$ (63,466.27)	\$ 840,409.06	\$ 489,350.01	\$ 27,642.57	\$ 68,306.27
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	-											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 3,636,326.88	\$ 381,019.42	\$ (95,844.85)	\$ 172,671.53	\$ 1,738,216.15	\$ 80,518.40	\$ (2,495.41)	\$ (63,466.27)	\$ 840,409.06	\$ 489,350.01	\$ 27,642.57	\$ 68,306.27

INTERNAL SERVICE FUNDS

POOLED CASH & INVESTMENTS		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH		\$ 6,731,325.54	\$ 1,097,345.42	\$ 2,049,612.86	\$ 158,946.83	\$ 3,425,420.43
RESTRICTED CASH		163,306.59				163,306.59
SUBTOTAL OF RESTRICTED CASH		\$ 163,306.59	\$ -	\$ -	\$ -	\$ 163,306.59
TOTAL POOLED CASH		\$ 6,894,632.13	\$ 1,097,345.42	\$ 2,049,612.86	\$ 158,946.83	\$ 3,588,727.02
TOTAL POOLED CASH AND INVESTMENTS		\$ 6,894,632.13	\$ 1,097,345.42	\$ 2,049,612.86	\$ 158,946.83	\$ 3,588,727.02

**CITY OF LEESBURG
INVESTMENT REPORT
11/30/2020**

DESCRIPTION	BALANCE 11/30/2020
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$55,941,608
TD Bank - Savings	4,001,978
CenterState Bank - Savings	1,678,513
Centerstate Bank - CD	4,071,886
Synovus - CD	2,082,957
	\$67,776,941
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,768,433
FLCLASS	9,828,914
FLPRIME	5,980,277
	23,577,624
U S TREASURY MONEY MARKET FUND (FGU Deposit)	165,053
US BANK (Fiscal Agent)	519,540
CHANDLER ASSET MANAGEMENT (SECURITIES)	37,370,000
PUBLIC TRUST ADVISORS (SECURITIES)	2,500,000
	39,870,000
TOTAL INVESTMENTS	<u>131,909,158</u>
MARKET ADJUSTMENT	<u>636,324</u>
TOTAL VALUE OF INVESTMENTS	<u><u>\$132,545,482</u></u>

